



**AGENDA**  
**Special and Workshop City Council Meeting**  
**Monday, May 17, 2021, 6:00 P.M.**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. COMMENTS FROM THE PUBLIC
3. RESOLUTION NO. 2021-09, A Resolution Amending the Operating Budget for the City of Neptune Beach, Florida, for Fiscal Year 2020, beginning October 1, 2019 and ending September 30, 2020. p. 3
4. RESOLUTION NO. 2021-10, A Resolution Authorizing the Placement of Signage at Various Locations in the Community Honoring Neptune Beach Residents: Corporal Dennis Lamar Bunting, Commander Thomas Earl Dunlop, Captain John Frederick Lorraine, Jr., And Sergeant Joseph Howard Pierce, Jr. Who Paid the Ultimate Sacrifice During Wartime; Authorizing the City Manager to Execute Any Contracts and Purchase Orders as Necessary to Effectuate the Provisions of this Resolution; and Providing an Effective Date. p.28
5. Approval to Advertise City of Neptune Beach RFQ 2021-04, General Engineering Continuing Contract p. 43
6. Approval of Lease for Nepost Folder Inserter p. 95
7. ADJOURN

**WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING**  
**THE ABOVE SPECIAL MEETING**

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST
  - A. Swearing In Ceremony- Officer Philip Mazzo
  - B. National Gun Violence Awareness Proclamation Declaring June 4, 2021 as National Gun Violence Awareness Day and June 4-6, 2021 as Wear Orange Weekend p. 108
  - C. National Safe Boating Week Proclamation Declaring May 22-28, 2021 as National Safe Boating Week p. 110
3. DEPARTMENTAL SCORE CARD p. 111

4. COMMITTEE REPORTS
  - A. Finance
  - B. Land Use and Parks
  - C. Strategic Planning and Visioning
  - D. Transportation and Public Safety
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES / NONE
7. CONTRACTS / AGREEMENTS / NONE
8. ISSUE DEVELOPMENT
  - A. Review of the First Draft of the 2021-2046 Comprehensive Plan p. 128
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN

The meeting will be available online for viewing and posted on the website the next day.

Please register for **Special and Workshop City Council Meeting May 17, 2021 6:00 PM EDT** at:

**<https://attendee.gotowebinar.com/register/5067994753983458060>**



Residents attending public meetings can use the code **US74** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



**Special Meeting  
Agenda Item #3  
Res. No. 2021-09**

## **CITY OF NEPTUNE BEACH**



## **FISCAL YEAR 2020 BUDGET AMENDMENTS**



**RESOLUTION NO. 2021-09**

**A RESOLUTION AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA, FOR FISCAL YEAR 2020, BEGINNING October 01, 2019 AND ENDING September 30, 2020.**

**WHEREAS**, the City of Neptune Beach, Florida, adopted an operating budget for fiscal year **2020**, and

**WHEREAS**, the nature of budgetary systems and those day to day decisions affecting such budgetary systems requires adjustments from time to time.

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

The fiscal year 2020 Final Budget be Amended as follows:

<b><u>FY 2020 BUDGET AMENDMENT</u></b>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<b><u>GENERAL FUND</u></b>			
<b>Revenue Additions:</b>			
Funding from Reserves <b>(1) (2) (3) (4) (5)</b>	357,913	350,240	708,153
<b>Expenditures:</b>			
Public Works Department <b>(4)</b>	617,656	36,200	653,856
Non-Departmental <b>(5)</b>	236,548	79,040	315,588
Capital Outlay <b>(1) (2) (3)</b>	32,000	235,000	267,000

<b><u>FY 2020 BUDGET AMENDMENT</u></b>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<b><u>SPECIAL REVENUE FUNDS</u></b>			
<b>Revenue Additions:</b>			
Police Education Fund (6)	\$9,010	\$(5,510)	\$3,500
Community Development(7)	219,747	(38,764)	180,983
Convention Development Tax Fund (8)	60,030	(27,026)	33,004
Forfeiture Proceeds Fund (9)	1,396	-	1,396
Local Option Gas Tax (10)	288,893	(26,659)	262,234
Radio Communication Trust Fund (11)	15,497	(7,596)	7,901
Better Jax ½ Cent Tax Fund (12) (13) (14) (15) (16)	\$1,001,000	(837,434)	163,566
Holiday Décor Fund (17)	8,004	5,000	13,004
Streets Improvement Fund (18)	65,710	(73,133)	115,000
<b>Expenditure Additions:</b>			
Police Education Fund (6)	9,010	(5,510)	\$3,500
Community Development (7)	219,747	(38,764)	180,983
Convention Development Tax Fund (8)	60,030	(27,026)	33,004
Forfeiture Proceeds Fund (9)	1,396	-	1,396
Local Option Gas Tax (10)	288,893	(26,659)	262,234
Radio Communication Trust Fund (11)	15,497	(7,596)	7,901
Better Jax ½ Cent Tax Fund (12)(13) (14)(15) (16)	1,001,000	(837,434)	163,566
Holiday Décor Fund(17)	8,004	5,000	13,004
Streets Improvement Fund (18)	187,736	(73,133)	114,603

<b><u>FY 2020 BUDGET AMENDMENT</u></b>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<b><u>CAPITAL PROJECT FUNDS</u></b>			
<b>Revenue Additions:</b>			
Capital Improvement Fund (15)	\$420,000	\$(300,000)	\$120,000
Jarboe Park CIP Fund (12)(13)(14)(16)	893,088	(537,434)	355,654
<b>Expenditures:</b>			
Capital Improvement Fund (15)	420,000	\$(300,000)	\$120,000
Jarboe Park CIP Fund (12)(13)(14)(16)	893,088	(537,434)	355,654

<b><u>FY 2020 BUDGET AMENDMENT</u></b>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<b>- ENTERPRISE FUNDS</b>			
<b>Revenue Additions:</b>			
Water & Sewer <b>(19) (20)(21)</b>	\$4,688,070	\$ (617,121)	\$4,070,949
<b>Expenditures:</b>			
Water & Sewer -Supplies & Materials <b>(20)</b>	189,475	33,000	222,475
Water & Sewer – Contractual Services <b>(19)</b>	184,946	162,749	347,695
Water & Sewer – Debt Service <b>(21)</b>	31,029	302,825	333,854
Water & Sewer – Capital Outlay <b>(21)</b>	1,664,900	(1,115,695)	549,205

<b><u>FY 2020 BUDGET AMENDMENT</u></b>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<b>- ENTERPRISE FUNDS</b>			
<b>Revenue:</b>			
Stormwater <b>(22)</b>	\$400,000	\$253,475	\$653,475
<b>Expenditures:</b>			
Stormwater -Capital Outlay <b>(22)</b>	9,000	253,475	262,475

<b><u>FY 2020 LINE ITEM TRANSFER</u></b>	FY 2020 Original Budget	Transfer	Adjusted Budget FY 2020
<b>- ENTERPRISE FUNDS</b>			
<b>Revenue: (23)(24)</b>			
Mobility Program – Parking Fees	493,416	(110,000)	383,416
<b>Expenditures: (23)(24)</b>			
Mobility Program – Contractual Services	361,474	(237,271)	124,203
Mobility Program - Personnel Services	50	10,360	10,410
Mobility Program -Utilities	0	49,324	49,324
Mobility Program -Depreciation	0	5,500	5,500
Mobility Program – Repair & Maintenance	0	1,337	1,350
Mobility Program - Insurance	0	2,000	2,000
Mobility Program – Capital Outlay	0	58,750	58,750

**ADOPTED** by the City Council of the City of Neptune Beach, Florida, on this XX<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Elaine E. Brown, Mayor

ATTEST:

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

**EXHIBIT A  
CITY OF NEPTUNE BEACH  
BUDGET AMENDMENT**

<b>(1)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	001-1221-521-60-62	Building Improvements to Police Station	19,000.00	-
	001-0000-389-10-00	Funding from Reserves	-	19,000.00
<b>This amendment includes changes in appropriations for the improvements to the Police Station to include the glass replacement and bathroom remodeling. (Exhibit B - Page 8 of 24 - Capital Outlay)</b>				
<b>(2)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	001-1221-521-60-64	POLICE VEHICLES AND EQUIPMENT	134,000.00	
	001-0000-389-10-00	Funding from Reserves		134,000.00
<b>This amendment includes changes in appropriations for the purchase of 3 police vehicles ( 2 Tahoe Trucks and 1 Silverado) as well as the purchase of Tasers Certifications. (Exhibit B - Page 8 of 24 - Capital Outlay)</b>				
<b>(3)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	001-1441-541-60-64	Public Works Equipment- Dumptruck	82,000.00	
	001-0000-389-10-00	Funding from Reserves		82,000.00
<b>This amendment includes changes in appropriations for the purchase of a dump truck and a 6 yard refuse dumpster. (Exhibit B - Page 8 of 24 - Capital Outlay)</b>				
<b>(4)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	001-1441-541-10-12	REGULAR SALARIES	26,279.56	
	001-1441-541-10-14	OVERTIME	694.88	
	001-1441-541-10-15	SPECIAL PAY	382.70	
	001-1441-541-10-21	FICA	1,106.53	
	001-1441-541-10-22	RETIREMENT CONTRIBUTIONS	1,309.05	
	001-1441-541-10-23	LIFE & HEALTH INSURANCE	5,767.81	
	001-1441-541-10-24	WORKERS' COMPENSATION	400.59	
	001-1441-541-10-25	MEDICARE	258.88	
	001-0000-389-10-00	Funding from Reserves		36,200.00
<b>This amendment includes changes in appropriations of the added personnel costs incurred during the fiscal year.(Exhibit B - Page 8 of 24 -Physical Environment)</b>				
<b>(5)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	001-1119-519-90-66	Virus Expenditures	79,039.46	
	001-0000-389-10-00	Funding from Reserves		79,039.46
<b>This amendment includes changes in appropriations for unbudgeted COVID-19 costs. (Exhibit B - Page 8 of 24 - General Government)</b>				
<b>(6)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	101-0000-351-10-00	Court Costs	1,512.00	
	101-0000-389-10-00	Appropriated Fund Balance	3,998.04	
	101-1221-521-30-52	Operating Supplies		1,750.04
	101-1221-521-30-55	Educational Courses		3,760.00
<b>This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 within the Police Education Fund. (Exhibit B - Page 11 of 24 )</b>				
<b>(7)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	103-0000-337-30-00	Physical Environment	11,833.00	
	103-0000-341-75-00	Class Fees	22,824.00	
	103-0000-341-76-00	Travel Fees	4,107.00	
	103-1110-569-30-34	Other Contractual Services		38,764.00
<b>This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 in the Community Development Fund. (Exhibit B - Page 12 of 24 -Intergovernmental &amp; Charges for Service)</b>				

**EXHIBIT A  
CITY OF NEPTUNE BEACH  
BUDGET AMENDMENT**

<b>(8)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	105-0000-389-10-00	Appropriated Fund Balance	30,000.00	
	105-1772-572-30-34	Other Contractual Services	2,974.00	
	105-1772-572-60-62	Building Improvements		2,000.04
	105-1772-572-60-63	Improvements - Not Buildings		27,999.96
	105-0000-312-10-00	Local Option Tourist Tax		2,974.00
<b>This amendment records the reduction of appropriated fund balance and building improvements for fiscal year 2020 and an increase in funding needed for Other Contractual Services. (Exhibit B - Page 12 of 24)</b>				
<b>(9)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	106-0000-389-10-00	Appropriated Fund Balance	1,360.62	
	106-0000-351-20-00	Confiscated Property		1,360.62
<b>This amendment removes appropriated expenditures and increases from proceeds in fiscal year 2020 in the Fines &amp; Forfeitures Fund. (Exhibit B - Page 14 of 24)</b>				
<b>(10)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	107-0000-312-40-00	Local Option Gas Tax/ALT Fuel	9,842.08	
	107-0000-389-10-00	Appropriated Fund Balance	16,816.92	
	107-1441-541-10-12	Regular Salaries		26,659.00
<b>This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 in the Local Option Gas Tax Fund. (Exhibit B - Page 15 of 24)</b>				
<b>(11)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	108-0000-359-10-00	Radio Communication Trust	7,596.00	
	108-1221-521-30-52	Operating Supplies		7,596.00
<b>This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 in the Radio Communication Trust Fund. (Exhibit B - Page 16 of 24)</b>				
<b>(12)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	109-1119-519-90-10	Transfer Out	27,376.00	
	109-0000-337-20-50	Better Jax Tax Receipts		27,376.00
	301-1772-572-60-65	Construction in Progress	27,376.00	
	301-0000-381-00-00	Transfer In		27,376.00
<b>This amendment records the reduction of transfers in fiscal year 2019 from the Better Jax Fund to Jarboe CIP and Capital Improvement Project Fund to remove deficit fund balance. (Exhibit B - Page 20 of 24)</b>				
<b>(13)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	109-0000-389-10-00	Appropriated Fund Balance	490,883.92	
	109-1119-519-90-10	Transfer Out		490,883.92
	301-0000-381-00-00	Transfer In	490,883.92	
	301-1772-572-60-65	Construction in Progress		490,883.92
<b>This amendment records the removal of appropriate funding reserves in fiscal year 2020 from the Better Jax Fund to Jarboe CIP Fund. (Exhibit B - Page 20 of 24)</b>				
<b>(14)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	109-0000-337-20-50	Better Jax Tax Receipts	105,374.08	
	109-1119-519-90-10	Transfer Out		105,374.08
	301-0000-381-00-00	Transfer In	105,374.08	
	301-1772-572-60-65	Construction in Progress		105,374.08
<b>This amendment records the reduction of transfers in fiscal year 2020 from the Better Jax Fund to Jarboe CIP Fund. (Exhibit B - Page 20 of 24)</b>				

**EXHIBIT A  
CITY OF NEPTUNE BEACH  
BUDGET AMENDMENT**

<b>(15)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	109-0000-337-20-50	Better Jax Tax Receipts	300,000.00	
	109-1119-519-90-10	Transfer Out		300,000.00
	300-0000-381-00-00	Transfer In	300,000.00	
	300-1110-569-60-65	Construction in Progress		300,000.00
<b>This amendment records the reduction of transfers in fiscal year 2020 from the Better Jax Fund to Capital Improvement Fund. (Exhibit B - Page 19 of 24)</b>				
<b>(16)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	109-1119-519-90-10	Transfer Out	31,448.00	
	109-0000-337-20-50	Better Jax Tax Receipts		31,448.00
	301-1772-572-60-65	Construction In Progress	31,448.48	
	301-0000-381-00-00	Funding from Reserves		31,448.48
<b>This amendment includes changes in appropriations for the design costs related to fiscal Year 2020 Jarboe Park CIP. (Exhibit B - Page 20 of 24)</b>				
<b>(17)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	110-1119-519-30-50	Movies With Mayor-Expenses	5,000.00	
	110-0000-381-00-00	Movie With Mayor Revenues/Donations		5,000.00
<b>This budget amendment includes changes in funding and appropriations related to Movie With the Mayor Special Event in fiscal year 2020 from the Holiday Fund. (Exhibit B - Page 17 of 24)</b>				
<b>(18)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	111-0000-389-10-00	Appropriated Fund Balance	73,132.81	
	111-1441-541-30-53	Road Materials		13,863.39
	111-1441-541-30-47	Town Center Expenditures		17,200.42
	111-1441-541-30-64	Machinery & Equipment		42,069.00
<b>This budget amendment includes changes in appropriated expenditures in fiscal year 2020 in the Streets Improvement Fund. (Exhibit B - Page 18 of 24)</b>				
<b>(19)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	401-4335-535-30-34	Other Contractual Services	90,210.00	
	401-4336-536-30-34	Other Contractual Services	72,539.00	
	401-0000-343-51-16	Sewer Volume Charge		162,749.00
<b>This budget amendment includes changes in appropriations primarily for contractual service cost allocated for Dover Kohl comp plan, Tyler Technologies and direct services from Utility Service Inc for water tank maintenance, and wastewater generator and varous upgrades. (Exhibit B - Page 21 of 24)</b>				
<b>(20)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	401-4335-535-30-52	Operating Supplies	33,000.00	
	401-0000-343-51-16	Sewer Volume Charge		18,000.00
	401-0000-343-31-16	Water Volume Charge		15,000.00
<b>This budget amendment includes changes in appropriations primarily related to chemical inventory for water treatment. (Exhibit B - Page 21 of 24)</b>				

**EXHIBIT A  
CITY OF NEPTUNE BEACH  
BUDGET AMENDMENT**

<b>(21)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	401-4335-535-70-71	Debt Service - Principal	255,000.00	
	401-4335-535-70-72	Debt Service - Interest	47,825.00	
	401-0000-389-10-00	Budget Return to Reserves	886,365.00	
	401-4335-535-60-62	Improvements - Buildings		848,000.00
	401-4336-536-60-62	Improvements - Buildings		267,695.00
	401-0000-343-51-16	Sewer Volume Charge		73,495.00
				-
<b>This budget amendment includes changes in appropriations primarily related to Debt Service on Long-term Revenue Note 2013A and return to reserves of Improvements on buildings not performed. (Exhibit B - Page 21 of 24)</b>				
<b>(22)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	441-1441-541-60-63	Improvements - Not Buildings	253,475.00	
	441-0000-343-71-10	Stormwater Fees		253,475.00
<b>This budget amendment includes changes in appropriations primarily related to services performed by Parsons Transportation Group. (Exhibit B - Page 23 of 24)</b>				
<b>(23)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	500-1550-541-10-12	Regular Salaries	7,790.00	
	500-1550-541-10-21	FICA	300.00	
	500-1550-541-10-24	Worker's Compensation	2,250.00	
	500-1550-541-10-25	Medicare	70.18	
	500-1550-541-30-41	Communication services	2,381.00	
	500-1550-541-30-43	Utilities	513.00	
	500-1550-541-30-49	Other Current Charges	46,430.00	
	500-1550-541-30-99	Depreciation Expense	5,500.00	
	500-1550-541-30-46	Repair & Maintenance	1,337.00	
	500-1550-541-30-45	Insurance	2,000.00	
	500-1550-541-30-40	Travel & Per Diem		50.00
	500-1550-541-30-34	Other Contractual Services		68,521.18
<b>This budget line item transfer includes changes in appropriations primarily related to the hiring of staff to run the Mobility Program. (Exhibit B - Page 24 of 24)</b>				
<b>(24)</b>	<b>ACCOUNT NUMBER</b>	<b>JOURNAL ENTRY DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
	500-0000-343-41-40	Parking Fees	110,000.00	
	500-1550-541-60-64	Machinery & Equipment	58,750.00	
	500-1550-541-30-34	Other Contractual Services		168,750.00
<b>This budget amendment includes changes in appropriations primarily related to the purchase of Parking Vehicle and parking meters. (Exhibit B - Page 24 of 24)</b>				



**CITY OF NEPTUNE BEACH, FLORIDA**  
**GENERAL FUND**  
**BUDGETARY COMPARISON SCHEDULE**  
**September 30, 2020**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<b>Variance With Final Budget Positive (Negative)</b>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes	\$ 2,992,042	\$ 2,992,042	\$ 2,970,991	\$ (21,051)
Franchise Fees	624,045	624,046	606,230	(17,816)
Licenses and Permits	238,963	238,965	234,325	(4,640)
Intergovernmental	1,419,559	1,477,145	1,443,350	(33,795)
Charges for Services	12,501	12,501	15,026	2,525
Fines and Forfeitures	55,595	55,595	45,512	(10,083)
Investment Income	29,775	29,775	63,329	33,554
Contributions and Donations	-	-	-	-
Miscellaneous	103,002	103,002	140,902	37,900
<b>Total Revenues</b>	<u>5,475,483</u>	<u>5,533,071</u>	<u>5,519,666</u>	<u>(13,405)</u>
<b>Expenditures</b>				
Current:				
General Government	1,059,066	1,330,125	1,435,168	(105,043)
Public Safety	3,661,618	3,719,203	3,714,191	5,012
Physical Environment	617,656	617,656	670,847	(53,191)
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	278,500	333,500	260,721	72,779
Capital Outlay	32,000	32,000	266,614	(234,614)
<b>(Total Expenditures)</b>	<u>5,648,840</u>	<u>6,032,484</u>	<u>6,347,541</u>	<u>(315,057)</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(173,357)</b>	<b>(499,413)</b>	<b>(827,875)</b>	<b>(328,462)</b>
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	16,500	16,500	25,844	9,344
Transfers in	346,000	607,913	250,000	(357,913)
Transfers (out)	<b>(188,500)</b>	<b>(125,000)</b>	<b>(90,201)</b>	34,799
<b>Total Other Financing Sources (Uses)</b>	<u>174,000</u>	<u>499,413</u>	<u>185,643</u>	<u>(313,770)</u>
<b>Net Changes in Fund Balances</b>	643	-	<b>(642,232)</b>	<b>(642,232)</b>
<b>Fund Balances, Beginning of Year</b>	2,505,290	2,505,290	2,505,290	-
<b>Fund Balances, End of Year</b>	<u>\$ 2,505,933</u>	<u>\$ 2,505,290</u>	<u>\$ 1,863,058</u>	<u>\$ (642,232)</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**BETTER JACKSONVILLE HALF-CENT TAX FUND**  
**BUDGETARY COMPARISON SCHEDULE**  
**September 30, 2020**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance With Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes	\$ 507,116	\$ 507,116	\$ 505,062	\$ (2,054)
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	3,000	3,000	-	(3,000)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>510,116</u>	<u>510,116</u>	<u>505,062</u>	<u>(5,054)</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	550,000	4,742	-	4,742
<b>(Total Expenditures)</b>	<u>550,000</u>	<u>4,742</u>	<u>-</u>	<u>4,742</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(39,884)</b>	505,374	505,062	<b>(312)</b>
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	591,500	490,884	-	(490,884)
Transfers (out)	(451,000)	(996,258)	(128,824)	867,434
<b>Total Other Financing Sources (Uses)</b>	<u>140,500</u>	<u>(505,374)</u>	<u>(128,824)</u>	<u>376,550</u>
<b>Net Changes in Fund Balances</b>	100,616	-	376,238	376,238
<b>Fund Balances, Beginning of Year</b>	702,202	702,202	702,202	-
<b>Fund Balances, End of Year</b>	<u>\$ 802,818</u>	<u>\$ 702,202</u>	<u>\$ 1,078,439</u>	<u>\$ 376,237</u>

**DESCRIPTION OF NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

**Special Revenue Funds**

Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

- **Police Education Fund**—This fund accounts for revenues derived from county court costs. Expenditures are used to provide criminal justice education degree programs and training courses for Police Department personnel.
- **Community Development Block Grant Fund**—This fund accounts for federal grants through the Jacksonville Entitlement program, which provides funding for community development and improvements for qualified populations within the City.
- **Convention Development Tax Fund**—This fund is used to account for funds received from the levy of the local tourist development tax, which are used to promote convention and tourist development. By special act of the legislature, it can also be used for capital outlay in support of lifeguards and parks.
- **Forfeiture Proceeds Fund**—This fund accounts for revenue derived from confiscated property and cash. Proceeds are used to augment police activities.
- **Street Improvement Fund**—This fund accounts for the Eighth-cent Gasoline Tax. The revenue is restricted per Florida Statutes and may only be used for street construction and paving.
- **Local Option Gas Tax Fund**—This fund accounts for the City's share of county gas tax revenues. Funds may be used to support capital outlay and maintenance for local roads and drainage systems.
- **Radio Communications Fund**—This fund accounts for a portion of the revenues obtained from traffic violations. Expenditures are used to enhance public safety communications and automation.
- **Holiday Décor Fund**—This fund accounts for donations received from residents to be used for holiday decorations.

**Capital Projects Funds**

Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities, other than those financed by proprietary funds and trust funds. The City has two capital projects funds:

- **Capital Improvement Fund**—This fund accounts for capital expenditures throughout the City (other than those tracked in the Jarboe Park Fund).
- **Jarboe Park Capital Improvement Fund**—This fund accounts for capital expenditures related to the Jarboe Park improvement plan.

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Police Education Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	5,000	5,000	3,542	(1,458)
Investment Income	12	12	-	(12)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>5,012</u>	<u>5,012</u>	<u>3,542</u>	<u>(1,470)</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	9,010	9,010	852	8,158
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
<b>(Total Expenditures)</b>	<u>9,010</u>	<u>9,010</u>	<u>852</u>	<u>8,158</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(3,998)</b>	<b>(3,998)</b>	2,690	6,688
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	4,000	3,998	-	(3,998)
Transfers (out)	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>4,000</u>	<u>3,998</u>	<u>-</u>	<u>(3,998)</u>
<b>Net Changes in Fund Balances</b>	2	-	2,689	2,689
<b>Fund Balances, Beginning of Year</b>	12,201	12,201	12,201	-
<b>Fund Balances, End of Year</b>	<u>\$ 12,203</u>	<u>\$ 12,201</u>	<u>\$ 14,891</u>	<u>\$ 2,690</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Community Development Block Grant Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	44,895	44,895	33,062	(11,833)
Charges for Services	72,950	59,651	32,721	(26,930)
Fines and Forfeitures	-	-	-	-
Investment Income	-	-	-	-
Contributions and Donations	59,146	75,000	117,986	42,986
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>176,992</u>	<u>179,546</u>	<u>183,768</u>	<u>4,222</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	196,991	199,747	136,413	63,334
Capital Outlay	-	-	-	-
<b>(Total Expenditures)</b>	<u>196,991</u>	<u>199,747</u>	<u>116,212</u>	<u>83,535</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(19,999)</b>	<b>(20,201)</b>	67,556	87,757
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	20,000	40,201	40,201	-
Transfers (out)	-	(20,000)	(20,000)	-
<b>Total Other Financing Sources (Uses)</b>	<u>20,000</u>	<u>20,201</u>	<u>20,201</u>	<u>-</u>
<b>Net Changes in Fund Balances</b>	1	-	67,556	67,556
<b>Fund Balances, Beginning of Year</b>	10,667	10,667	10,667	-
<b>Fund Balances, End of Year</b>	<u>\$ 10,668</u>	<u>\$ 10,667</u>	<u>\$ 78,223</u>	<u>\$ 67,556</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Convention Development Tax Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	29,925	29,925	47,566	17,641
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	105	105	-	(105)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>30,030</u>	<u>30,030</u>	<u>47,566</u>	<u>17,536</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	5,704	5,705	8,710	(3,005)
Capital Outlay	44,325	44,325	5,138	39,187
<b>(Total Expenditures)</b>	<u>50,029</u>	<u>50,030</u>	<u>13,848</u>	<u>36,182</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(19,999)</b>	<b>(20,000)</b>	33,718	53,718
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	30,000	30,000	-	(30,000)
Transfers (out)	(10,000)	(10,000)	(10,000)	-
<b>Total Other Financing Sources (Uses)</b>	<u>20,000</u>	<u>20,000</u>	<u>(10,000)</u>	<u>(30,000)</u>
<b>Net Changes in Fund Balances</b>	2	-	23,718	23,718
<b>Fund Balances, Beginning of Year</b>	69,520	69,520	69,520	-
<b>Fund Balances, End of Year</b>	<u>\$ 69,522</u>	<u>\$ 69,520</u>	<u>\$ 93,238</u>	<u>\$ 23,718</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Forfeiture Proceeds Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	1,617	1,617
Investment Income	35	35	-	(35)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>35</u>	<u>35</u>	<u>1,617</u>	<u>1,582</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	1,396	1,396	-	1,396
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
<b>(Total Expenditures)</b>	<u>1,396</u>	<u>1,396</u>	<u>-</u>	<u>1,396</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(1,361)</b>	<b>(1,361)</b>	1,617	2,978
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	2,100	1,361	-	(1,361)
Transfers (out)	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>2,100</u>	<u>1,361</u>	<u>-</u>	<u>(1,361)</u>
<b>Net Changes in Fund Balances</b>	739	-	1,617	1,617
<b>Fund Balances, Beginning of Year</b>	2,496	2,496	2,496	-
<b>Fund Balances, End of Year</b>	<u>\$ 3,235</u>	<u>\$ 2,496</u>	<u>\$ 4,113</u>	<u>\$ 1,617</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Local Option Gas Tax Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	272,076	272,076	239,401	(32,675)
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	-	-	-	-
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>272,076</u>	<u>272,076</u>	<u>239,401</u>	<u>(32,675)</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	272,064	272,063	235,771	36,292
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
<b>(Total Expenditures)</b>	<u>272,064</u>	<u>272,063</u>	<u>252,601</u>	<u>19,462</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	12	13	(13,200)	(13,213)
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	80,000	16,817	-	(16,817)
Transfers (out)	-	(16,830)	(16,830)	-
<b>Total Other Financing Sources (Uses)</b>	<u>80,000</u>	<u>(13)</u>	<u>(16,830)</u>	<u>(16,817)</u>
<b>Net Changes in Fund Balances</b>	80,012	-	(13,200)	(13,200)
<b>Fund Balances, Beginning of Year</b>	118,407	118,407	118,407	-
<b>Fund Balances, End of Year</b>	<u>\$ 198,419</u>	<u>\$ 118,407</u>	<u>\$ 105,207</u>	<u>\$ (13,200)</u>



**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Radio Communication Trust Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	15,450	15,450	7,901	(7,549)
Investment Income	46	47	-	(47)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>15,496</u>	<u>15,497</u>	<u>7,901</u>	<u>(7,596)</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	15,497	15,497	692	14,805
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
<b>(Total Expenditures)</b>	<u>15,497</u>	<u>15,497</u>	<u>692</u>	<u>14,805</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(1)</b>	-	7,209	7,209
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	8,000	-	-	-
Transfers (out)	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>8,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Net Changes in Fund Balances</b>	8,000	-	7,208	7,208
<b>Fund Balances, Beginning of Year</b>	13,486	13,486	13,486	-
<b>Fund Balances, End of Year</b>	<u>\$ 21,486</u>	<u>\$ 13,486</u>	<u>\$ 20,694</u>	<u>\$ 7,208</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Holiday Décor Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	9	4	-	(4)
Contributions and Donations	8,000	8,000	8,000	-
Miscellaneous	-	-	5,000	5,000
<b>Total Revenues</b>	<b>8,009</b>	<b>8,004</b>	<b>13,000</b>	<b>4,996</b>
<b>Expenditures</b>				
Current:				
General Government	8,004	8,004	10,524	(2,520)
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
<b>(Total Expenditures)</b>	<b>8,004</b>	<b>8,004</b>	<b>10,524</b>	<b>(2,520)</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>5</b>	<b>-</b>	<b>2,476</b>	<b>2,476</b>
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	500	-	-	-
Transfers (out)	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>500</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Changes in Fund Balances</b>	<b>505</b>	<b>-</b>	<b>2,476</b>	<b>2,476</b>
<b>Fund Balances, Beginning of Year</b>	<b>2,181</b>	<b>2,181</b>	<b>2,181</b>	<b>-</b>
<b>Fund Balances, End of Year</b>	<b>\$ 2,686</b>	<b>\$ 2,181</b>	<b>\$ 4,657</b>	<b>\$ 2,476</b>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Streets Improvement Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	64,660	64,660	54,624	(10,036)
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	123,076	1,050	-	(1,050)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>187,736</u>	<u>65,710</u>	<u>54,624</u>	<u>(11,086)</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	137,736	137,736	89,550	48,186
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	50,000	50,000	7,931	42,069
<b>(Total Expenditures)</b>	<u>187,736</u>	<u>187,736</u>	<u>97,480</u>	<u>90,256</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	-	(122,026)	(42,856)	79,170
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	-	122,026	-	(122,026)
Transfers (out)	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>-</u>	<u>122,026</u>	<u>-</u>	<u>(122,026)</u>
<b>Net Changes in Fund Balances</b>	-	-	(42,857)	(42,857)
<b>Fund Balances, Beginning of Year</b>	98,034	98,034	98,034	-
<b>Fund Balances, End of Year</b>	<u>\$ 98,034</u>	<u>\$ 98,034</u>	<u>\$ 55,178</u>	<u>\$ (42,856)</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Capital Improvement Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	-	-	-	-
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	138,500	420,000	100,000	320,000
<b>(Total Expenditures)</b>	<u>138,500</u>	<u>420,000</u>	<u>100,000</u>	<u>320,000</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(138,500)</b>	<b>(420,000)</b>	<b>(100,000)</b>	<b>320,000</b>
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	138,500	420,000	120,000	<b>(300,000)</b>
Transfers (out)	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>138,500</u>	<u>420,000</u>	<u>120,000</u>	<u><b>(300,000)</b></u>
<b>Net Changes in Fund Balances</b>	-	-	20,000	20,000
<b>Fund Balances, Beginning of Year</b>	-	-	-	-
<b>Fund Balances, End of Year</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Jarboe Park CIP Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	390,000	200,000	-	(200,000)
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	-	-	-	-
Contributions and Donations	21,800	30,000	30,000	-
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>411,800</u>	<u>230,000</u>	<u>30,000</u>	<u>(200,000)</u>
<b>Expenditures</b>				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	44,500	-	2,250	(2,250)
Capital Outlay	477,300	893,088	31,448	861,640
<b>(Total Expenditures)</b>	<u>521,800</u>	<u>893,088</u>	<u>33,698</u>	<u>859,390</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(110,000)</b>	<b>(663,088)</b>	<b>(3,698)</b>	<b>659,390</b>
<b>Other Financing Sources (Uses)</b>				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	110,000	663,088	95,654	(567,434)
Transfers (out)	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>110,000</u>	<u>663,088</u>	<u>95,654</u>	<u>(567,434)</u>
<b>Net Changes in Fund Balances</b>	-	-	91,956	91,956
<b>Fund Balances, Beginning of Year</b>	<b>(27,376)</b>	<b>(27,376)</b>	<b>(27,376)</b>	-
<b>Fund Balances, End of Year</b>	<u><b>\$ (27,376)</b></u>	<u><b>\$ (27,376)</b></u>	<u><b>\$ 64,580</b></u>	<u><b>\$ 91,956</b></u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Water and Sewer Fund</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Operating Revenue</b>				
Charges for Services	\$ -	\$ -	\$ -	\$ -
Water Sales	1,715,403	1,715,402	1,806,897	91,495
Sewer Charges	2,972,668	2,972,668	3,149,863	177,195
Parking Charges	-	-	-	-
<b>Total Operating Revenues</b>	<b>4,688,070</b>	<b>4,688,070</b>	<b>4,956,760</b>	<b>268,690</b>
<b>Operating Expenses</b>				
Personnel Services	2,030,020	1,983,445	1,659,227	324,218
Utilities	285,920	285,920	250,747	35,173
Supplies and Materials	196,350	196,350	234,220	(37,870)
Contractual Services	184,946	184,946	221,921	(36,975)
Depreciation and Amortization	202,253	202,253	-	202,253
Repair and Maintenance	183,325	183,325	123,714	59,611
Insurance	92,700	92,700	89,914	2,786
<b>Total Operating Expenses</b>	<b>3,175,514</b>	<b>3,128,939</b>	<b>2,579,742</b>	<b>549,197</b>
<b>Operating Income</b>	<b>1,512,556</b>	<b>1,559,131</b>	<b>2,377,018</b>	<b>817,887</b>
<b>Non-Operating Revenue (Expenses)</b>				
Intergovernmental Revenue	3,000	3,000	-	(3,000)
Interest Revenue	7,036	7,036	1,100	(5,936)
Interest/Amortization Expense	(236,075)	(236,075)	(440,282)	(204,207)
Capital Outlay	(1,664,900)	(1,664,900)	(455,957)	1,208,943
<b>Total Non-Operating Revenues (Expenses)</b>	<b>(1,890,939)</b>	<b>(1,890,939)</b>	<b>(895,139)</b>	<b>995,800</b>
<b>Income Before Operating Transfers</b>	<b>(378,383)</b>	<b>(331,808)</b>	<b>1,481,879</b>	<b>1,813,687</b>
<b>Transfers (out)</b>	<b>537,232</b>	<b>487,232</b>	<b>(170,000)</b>	<b>657,232</b>
<b>Change in Net Position</b>	<b>158,849</b>	<b>155,424</b>	<b>1,311,879</b>	<b>1,156,455</b>
<b>Total Net Position, Beginning of Year</b>	<b>13,282,090</b>	<b>13,282,090</b>	<b>13,282,090</b>	<b>-</b>
<b>Total Net Position, End of Year</b>	<b>\$ 13,440,939</b>	<b>\$ 13,437,514</b>	<b>\$ 14,593,969</b>	<b>\$ 1,156,455</b>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Sanitation</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Operating Revenue</b>				
Charges for Services	\$ 1,472,524	\$ 1,472,524	\$ 1,427,929	\$ (44,595)
Water Sales	-	-	-	-
Sewer Charges	-	-	-	-
Parking Charges	-	-	-	-
<b>Total Operating Revenues</b>	<u>1,472,524</u>	<u>1,472,524</u>	<u>1,427,929</u>	<u>(44,595)</u>
<b>Operating Expenses</b>				
Personnel Services	235,064	235,065	197,969	37,096
Utilities	9,000	9,000	9,439	(439)
Supplies and Materials	9,475	9,475	5,310	4,165
Contractual Services	1,197,359	1,197,359	1,199,151	(1,792)
Depreciation and Amortization	-	-	-	-
Repair and Maintenance	9,810	9,810	7,348	2,462
Insurance	13,125	13,125	12,593	532
<b>Total Operating Expenses</b>	<u>1,473,833</u>	<u>1,473,834</u>	<u>1,431,809</u>	<u>42,025</u>
<b>Operating Income</b>	(1,309)	(1,310)	(3,880)	(2,570)
<b>Non-Operating Revenue (Expenses)</b>				
Intergovernmental Revenue	-	-	-	-
Interest Revenue	2,100	2,100	-	(2,100)
Interest/Amortization Expense	-	-	-	-
Capital Outlay	-	-	-	-
<b>Total Non-Operating Revenues (Expenses)</b>	<u>2,100</u>	<u>2,100</u>	<u>-</u>	<u>(2,100)</u>
<b>Income Before Operating Transfers</b>	<u>791</u>	<u>790</u>	<u>(3,880)</u>	<u>(4,670)</u>
<b>Transfers (out)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Change in Net Position</b>	791	790	(3,880)	(4,670)
<b>Total Net Position, Beginning of Year</b>	(11,578)	(11,578)	(11,578)	-
<b>Total Net Position, End of Year</b>	<u>\$ (10,787)</u>	<u>\$ (10,788)</u>	<u>\$ (15,459)</u>	<u>\$ (4,671)</u>

**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	Stormwater			Variance With Final Budget Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
<b>Operating Revenue</b>				
Charges for Services	\$ 400,000	\$ 400,000	\$ 1,154,189	\$ 754,189
Water Sales	-	-	-	-
Sewer Charges	-	-	-	-
Parking Charges	-	-	-	-
<b>Total Operating Revenues</b>	<u>400,000</u>	<u>400,000</u>	<u>1,154,189</u>	<u>754,189</u>
<b>Operating Expenses</b>				
Personnel Services	148,226	148,227	134,344	13,883
Utilities	2,150	2,150	1,538	612
Supplies and Materials	12,246	12,246	21,703	(9,457)
Contractual Services	39,800	39,800	33,141	6,659
Depreciation and Amortization	-	-	14,949	(14,949)
Repair and Maintenance	27,000	27,000	20,205	6,795
Insurance	8,400	8,400	8,545	(145)
<b>Total Operating Expenses</b>	<u>237,822</u>	<u>237,823</u>	<u>234,425</u>	<u>3,398</u>
<b>Operating Income</b>	162,178	162,177	919,764	757,587
<b>Non-Operating Revenue (Expenses)</b>				
Intergovernmental Revenue	-	-	-	-
Interest Revenue	1,875	1,875	-	(1,875)
Interest/Amortization Expense	(31,029)	(31,029)	(31,029)	-
Capital Outlay	(9,000)	(9,000)	(259,975)	(250,975)
<b>Total Non-Operating Revenues (Expenses)</b>	<u>(38,154)</u>	<u>(38,154)</u>	<u>(291,004)</u>	<u>(252,850)</u>
<b>Income Before Operating Transfers</b>	<u>124,024</u>	<u>124,023</u>	<u>628,760</u>	<u>504,737</u>
<b>Transfers (out)</b>	<u>-</u>	<u>(50,000)</u>	<u>(50,000)</u>	<u>-</u>
<b>Change in Net Position</b>	124,024	74,023	578,760	504,737
<b>Total Net Position, Beginning of Year</b>	583,143	583,143	583,143	-
<b>Total Net Position, End of Year</b>	<u>\$ 707,167</u>	<u>\$ 657,166</u>	<u>1,161,903</u>	<u>\$ 504,737</u>



**CITY OF NEPTUNE BEACH, FLORIDA**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**September 30, 2020**

	<b>Mobility Program</b>			<b>Variance With Final Budget Positive (Negative)</b>
	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	
	<b>Original</b>	<b>Final</b>		
<b>Operating Revenue</b>				
Charges for Services	\$ -	\$ -	\$ -	\$ -
Water Sales	-	-	-	-
Sewer Charges	-	-	-	-
Parking Charges	493,416	493,416	382,651	(110,765)
<b>Total Operating Revenues</b>	<u>493,416</u>	<u>493,416</u>	<u>382,651</u>	<u>(110,765)</u>
<b>Operating Expenses</b>				
Personnel Services	-	50	11,768	(11,718)
Utilities	-	-	49,495	(49,495)
Supplies and Materials	5,000	5,000	5,427	(427)
Contractual Services	361,474	361,474	199,636	161,838
Depreciation and Amortization	-	-	5,408	(5,408)
Repair and Maintenance	-	-	1,337	(1,337)
Insurance	-	-	2,000	(2,000)
<b>Total Operating Expenses</b>	<u>386,474</u>	<u>386,524</u>	<u>284,730</u>	<u>101,794</u>
<b>Operating Income</b>	106,942	106,892	97,921	(8,971)
<b>Non-Operating Revenue (Expenses)</b>				
Intergovernmental Revenue	-	-	-	-
Interest Revenue	-	-	-	-
Interest/Amortization Expense	-	-	-	-
Capital Outlay	-	-	(58,750)	(58,750)
<b>Total Non-Operating Revenues (Expenses)</b>	<u>-</u>	<u>-</u>	<u>(58,750)</u>	<u>(58,750)</u>
<b>Income Before Operating Transfers</b>	<u>106,942</u>	<u>106,892</u>	<u>39,171</u>	<u>(67,721)</u>
<b>Transfers (out)</b>	<u>-</u>	<u>(20,000)</u>	<u>(20,000)</u>	<u>-</u>
<b>Change in Net Position</b>	106,942	86,892	19,172	(67,720)
<b>Total Net Position, Beginning of Year</b>	(24,761)	(24,761)	(24,761)	-
<b>Total Net Position, End of Year</b>	<u>\$ 82,181</u>	<u>\$ 62,131</u>	<u>\$ (5,589)</u>	<u>\$ (67,720)</u>



**Special Meeting  
Agenda Item # 4  
Res. No. 2021-10**

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

<b>AGENDA ITEM:</b>	
<b>SUBMITTED BY:</b>	
<b>DATE:</b>	
<b>BACKGROUND:</b>	
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	
<b>ATTACHMENT:</b>	



## RESOLUTION NO. 2021-10

**A RESOLUTION AUTHORIZING THE PLACEMENT OF SIGNAGE AT VARIOUS LOCATIONS IN THE COMMUNITY HONORING NEPTUNE BEACH RESIDENTS, CORPORAL DENNIS LAMAR BUNTING, COMMANDER THOMAS EARL DUNLOP, CAPTAIN JOHN FREDERICK LORRAINE, JR., AND SERGEANT JOSEPH HOWARD PIERCE, JR., WHO PAID THE ULTIMATE SACRIFICE DURING WARTIME; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, throughout our country's history, generations of men and women have answered the call to leave their families, their jobs, and put their futures and even their lives on the line to valiantly defend our nation and its inalienable rights; and

**WHEREAS**, for many, that sacrifice has ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty; and

**WHEREAS**, the City desires to place signage in select locations in the community to honor four local wartime military veterans from Neptune Beach who died while defending our freedom: Corporal Dennis Lamar Bunting, Commander Thomas Earl Dunlop, Captain John Frederick Lorraine, Jr. and Sergeant Joseph Howard Pierce, Jr.; and

**WHEREAS**, by adding names of local wartime military veterans to public signage, the City aspires to promote public awareness of these individuals and show its appreciation for their outstanding contributions and service to our country as members of the United States Armed Forces; and

**WHEREAS**, these were special young men who all called Neptune Beach home. They worked here, played here, and shared hopes and dreams of what they wanted in life here. Their hopes and dreams were endless, but few of them were fulfilled because the course of history altered them.

**NOW THEREFORE**, be it resolved by the City Council of the City of Neptune Beach as follows:

**Section 1.** That the City of Neptune Beach will place signage in select locations in the community to honor four local wartime military veterans from Neptune Beach who died while defending our freedom:

**Section 2.** That the City Manager is authorized to execute any contracts and purchase orders necessary to effectuate the provisions of this Resolution.

**Section 3.** This Resolution shall take effect immediately upon its passage and adoption.

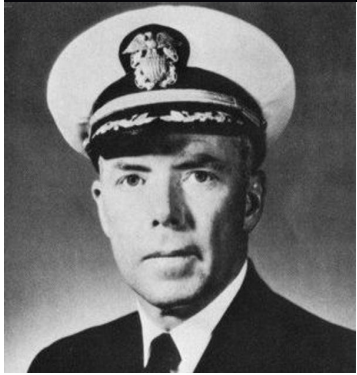
**PASSED AND ADOPTED** by the City of Neptune Beach, this 17<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Elaine Brown, Mayor

Attest:

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

Joseph Howard Pierce Jr



## Neptune Beach's Fallen Wartime Military Veterans



### Vietnam War

CDR. Thomas Earl Dunlop  
(Bottom Left)

SGT. Joseph Howard Pierce Jr.  
(Top Left)

CPL. Dennis Lamar Bunting  
(Bottom Right)



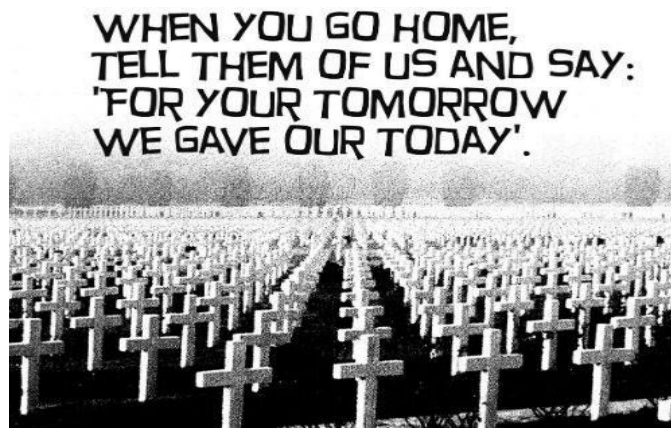
### Cold War

Capt. John Frederick Lorraine Jr.  
(Top Right)



We ask you to remember each of them because they all called Neptune Beach their home. They too, worked and played on the streets of Neptune Beach, they walked to school with their best friends and shared dreams of what they wanted to do for the summer and in life. Their dreams were endless but none of those dreams were ever fulfilled..... because the course of history altered them.

So on this Memorial Day, as we raise our Flags then lower them to half-staff, we are truly honoring and remembering our Neptune Beach Heroes; Thomas E. Dunlop, Joseph H. Pierce Jr., Dennis L. Bunting, John Frederick Lorraine Jr. and all those American Soldiers who died defending our country's freedom!



This information package is for Neptune Beach's four Fallen Wartime Veterans/Heroes. This information packet includes a short summary of who they were and the sacrifices they made for our community and country.

*~Lenny Jevic, BVMP Historian*

## Vietnam War

### **CDR. Thomas Earl Dunlop**

Thomas Earl Dunlop enlisted in the U.S. Naval Reserves in 1951 and received his commission as an Ensign in the United States Navy on July 2, 1953. He went to flight school and became a Navy Pilot. He was in his 21<sup>st</sup> year of a successful naval career and had attained the rank of Commander when he flew his last mission on April 6, 1972.

The Air Wing commander of Attack Squadron 22 embarked on the Coral Sea when it departed on its 1972 cruise was CDR Thomas E. Dunlop, an A7 pilot from Neptune Beach, FL.

In the early weeks of the CORAL SEA's 1972 tour, its attack squadrons started going after targets in North Vietnam in April. The action was faster and hotter than it had been in previous tours.

On April 6, 1972, Dunlop took off in his A-7E Corsair II from the USS Coral Sea on a bombing mission of enemy targets in Quang Binh Province, North Vietnam. While over the target area, his aircraft was struck by an enemy surface-to-air missile and as his wingman watched, Dunlop's aircraft exploded in a fireball and crashed. No emergency beeper signals were received from the area of his crash. He was classified Missing in Action.

In 2003, a joint team recovered remains from the A-7E's crash site, and on May 24, 2004, the Joint POW/MIA Accounting Command (JPAC, now DPAA) identified the remains of Commander Thomas Earl Dunlop, missing from the Vietnam War.

CDR Dunlop's grave can be found in Section 66, Site 2811, Arlington National Cemetery and his name can be found on the Vietnam Veteran's Memorial Wall on Panel 02W, Line 131.

CDR Dunlop was a highly decorated aviator, his awards included 3 Distinguished Flying Cross Medals with Combat "V" for Valor in Combat, Bronze Star, Purple Heart, Navy Commendation Medal with Combat "V", Combat Action Ribbon and numerous other commendations and citations.



### MIA Vietnam Veteran Buried At Arlington

ARLINGTON, VA - MARCH 21: A military honor guard carries the casket of CDR. Thomas Earl Dunlop during a full honors funeral at Arlington National Cemetery March 21, 2005 in Arlington, Virginia. Dunlop, of Neptune Beach, Florida, was shot down in 1972 while on a bombing mission over North Vietnam. (Photo by Mark Wilson/Getty Images)

Refs: <https://www.pownetwork.org/bios/d/d128.htm>,  
<https://www.vvmf.org/Wall-of-Faces/14235/THOMAS-E-DUNLOP/> ,  
<https://navy.togetherweserved.com/usn/servlet/tws.webapp.WebApp?cmd=ShadowBoxProfile&type=Person&ID=372443>

**Sign Sponsor:** Dunlop Photography with the Dunlop Family



\*\*\*\*\*

## **SGT. Joseph Howard Pierce Jr.**

SGT. Joseph H. “Jody” Pierce Jr. enlisted in the US Army in June 1968, and served with the 173rd Airborne Brigade, 2nd Battalion, 503rd Infantry, D Company.

On Feb 22, 1969, Pierce was only 20 years old and was serving as squad leader during combat operations in the Republic of Vietnam. Pierce’s platoon came under attack and started receiving a heavy volume of enemy fire. During the initial attack one of Pierce’s men was shot and bleeding profusely. With total disregard for his own safety, Pierce raced through heavy fire to provide first aid to his fallen comrade. While administering first aid to the wounded man, Pierce was totally exposed to the intense hostile grazing fire. After treating the man, Pierce prepared him for evacuation, however, due to the seriousness of the wound he was unable to be moved. As their position was totally exposed, Pierce used himself to shield the man from the next burst of hostile fire. Pierce was fatally wounded while saving the life of his wounded comrade. Pierce’s extraordinary heroism was documented in the Silver Star Citation he was awarded posthumously for his actions on this day.

Sgt. Pierce was a highly decorated soldier, some of his awards included:

- ★ Silver Star
- ★ Bronze Star
- ★ Purple Heart
- ★ Combat Infantry Badge
- ★ Marksmanship Badge
- ★ Vietnam Campaign Medal
- ★ Vietnam Service Medal

Sgt. Joseph H. Pierce Jr. (Jody) is buried at H. Warren Smith Cemetery, Jacksonville Beach, FL. His headstone epitaph reads; “To the world he was just one, To me he was the whole world.” This headstone was designed by his loving wife, Janet (Foster) Pierce, a 1965 graduate of Fletcher High School. Together they lived on Hopkins Street in Neptune Beach and to them a young son, Joseph Todd Pierce was born in November 1967. His son was only 13 months old when his father died.

Joseph is honored on the Vietnam Veteran's Memorial in Washington DC. On Panel 32w, Line 82.



A memorial posted on the Vietnam Veterans Memorial Fund, Wall of Faces for Sgt. Joseph h. Pierce Jr. left by his sister-in-law, Merle:

## **MY BEST FRIEND SUBMITTED BY MERLE FOSTER**

I met Jody when I was 13 yrs old in Jacksonville, Fl. Janet and I would go to Pizza Joe's Restaurant where we met Jody and Alfred Fichera, his friend. Jody was so handsome, friendly and always smiling. That beautiful pearly white smile. Jody loved people and they loved him. Speaking of love, little did we know that it was love at first sight between Jody and Janet! Years later in 1965 Jody appeared at our house at the beach, still smiling and much more handsome. Janet was delighted to see him again and they renewed their friendship. Eventually they MARRIED! In November, 1967, their son was born, Joseph Todd Pierce. Jody was over the moon excited about his son and the beautiful life that they would have as a family. To Jody his friends were like family and everyone enjoyed spending time with him. He was a true blue friend, brother, son, husband and father. He had strong family values and was devoted to his large family. Jody was so much fun to be around, he spread joy, laughter and sincerity everywhere he went.

In February, 1969, our world was turned upside down. Jody was Killed in Action while rescuing 4 of his team in Vietnam!! This action symbolized Jody's character although it caused him his life. He was awarded the Silver Star, Bronze Star and 3 Purple Hearts. A

real HERO...to the world and especially to his family. He will NEVER be forgotten and always loved. I miss him so much. The image of his beautiful headstone is attached. It was designed by his wife as a tribute to him with the quote: "To the world he was just one. To me he was the whole world."

Refs: <https://www.vvmf.org/Wall-of-Faces/40793/JOSEPH-H-PIERCE-JR/>,  
<https://www.honorstates.org/index.php?id=292623>,  
<https://www.findagrave.com/memorial/130329946/joseph-howard-pierce>,  
<http://www.coffeltdatabase.org/detreq2.php>

**Sign Sponsor: Janet Foster Pierce Latimer & Joseph Todd Pierce  
(Gold Star Wife & Son of Sgt. Joseph H. Pierce Jr.) along with Pete's Bar**

\*\*\*\*\*

### **CPL. Dennis Lamar Bunting**

Dennis Lamar Bunting was born on September 27, 1946, and a 1965 graduate of Fletcher High School. Dennis was one of fourteen children, his oldest brother, Bob served in the Army and was a member of the 82<sup>nd</sup> Airborne Division. Dennis said he was going Airborne too but said he was joining the 101<sup>st</sup> Airborne Division. He enlisted in the Army in October 1965 and began his Vietnam tour on April 30, 1966. He had the rank of Corporal. His specialty was Infantry Indirect Fire Crewman. He served with elite 101st Airborne Division, 2nd Battalion, 327th Infantry, B Company. Dennis lived at 233 Margaret St.

On September 17, 1966, 10 days shy of his 20 birthday, CPL. Dennis L. Bunting died during hostile combat action against enemy forces on Hill 86, Tuy An, South Vietnam, Phu Yen province.

*Excerpts from a letter sent to his sister, Charlene, from one of his fellow soldiers who was with Dennis the night he was killed in action:*

*Dear Ms. Ganzer;*

*I served with your brother, Dennis, in B Company, 2nd 327th Infantry and was with him the night he was killed on September 17, 1966. We were on a hill (Hill 86) north of Tuy Hoa and were overrun by a large enemy force, which outnumbered us 10 to 1. The attack, which occurred in the middle of the night in a driving rainstorm, was a complete surprise and resulted in numerous casualties to our unit. Dennis and I were two of only nine men that attempted to defend the perimeter against a force well over 100 enemy soldiers. Prior to the soldiers attacking the hill, the VC had bombarded our position with numerous mortar rounds and other explosive devices, killing and wounding many of our men.*

*Our company commander, Captain Joseph Mack, had used the hill as his command post during our operations in the area. Captain Mack and his command group were all killed in the attack. A total of 10 men, including Dennis, were killed and one man died 12 days later. The rest of us were all wounded. It is a miracle that any of us survived that terrible night.*

*I will tell you he died a hero fighting for his country, and most importantly for his fellow 101st Airborne troopers. The night he was killed was the worst experience I had during 19 months in Vietnam. As I indicated earlier, it was by the grace of God that everyone on that hill was not killed.*

*I hope this information is helpful to you. I know the loss of your brother at age 19 must have been devastating to you and your parents. I hope that your memory of him was of a patriotic young American, who believed in Honor and Country, which was and still is the motto of our unit, the 327th Infantry Regiment of the 101st Airborne Division. Dennis and I had the privilege of serving in the finest unit in the United States armed forces.*

*Dennis gave all on Hill 86.*

*Best personal regards,  
Doug Field*

Dennis was awarded the Bronze Star and Purple Heart posthumously. He is forever honored on the Vietnam Veteran's Memorial in Washington DC. His name can be found on Panel 10e, Line 104.



1968. Bob Bunting, left, his mother, Elizabeth, Dennis Bunting and Charles Bunting in Los Angeles a few days before Dennis left for Vietnam in late April.

Refs: Beaches Leader Article, dated Nov. 9, 2007 by Johnny Woodhouse, <https://www.vvmf.org/Wall-of-Faces/6718/DENNIS-L-BUNTING/>, <https://www.327infantry.org/homescreamingeagles/2nd-battalion/2nd-battalion-companies/b-2327-infantry-no-slack-vietnam/dennis-lamar-bunting/>

### **Sign Sponsor: American Legion Auxiliary Unit 316**

.....  
**Cold War**

### **Capt. John Frederick Lorraine Jr.**

On 28 January 1964, an unarmed USAF T-39A twin engine jet trainer (#62-4448) piloted by Captain John F. Lorraine departed Wiesbaden, West Germany, at 14:10 on a routine three-hour familiarization and training flight. Aboard was the pilot instructor, Captain John Lorraine, and two student pilots for this particular aircraft, Lt. Col. Gerald K. Hannaford and Captain Donald G. Millard.

All aboard were killed when the aircraft was attacked and shot down by two MiG-19 aircraft of the Soviet Union.

According to records, the aircraft had flown approximately 90 kilometers into East Germany at the time the MiGs were scrambled and shot down the American aircraft. The aircraft came down near Vogelsberg village, Thüringen (then in East Germany), crashing into Bonifacius Hill.

A memorial was placed in their honor at Bonifacius Hill near Vogelsberg. Initial efforts by the citizens of the local community to place memorials on the site were torn down by Soviet authorities each time.

Lorraine was awarded the Distinguished Flying Cross, Purple Heart, Air Force Achievement Medal and various additional awards and citations.

Due to Fred’s personal friendship with many Atlantic Beach residents, The City of Atlantic Beach honored Captain Fred Lorraine’s legacy by establishing “The Captain Fred Lorraine Memorial Honor Roll.” Resolution 67-12 was passed on Oct 23, 1967. Fred Lorraine lived at 301 Myrtle St.

Captain John Frederick Lorraine Jr. is buried at Oaklawn Cemetery - Jacksonville, Florida.



**Sign Sponsor: Proctor Ace Hardware**

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**Special Thanks**

~Many thanks to Johnny Woodhouse for his sharing his amazing stories he wrote for us all in the Beaches Leader and for keeping the memories of our local veterans who paid the ultimate sacrifice alive and never to be forgotten. Johnny’s stories helped inspire me to undertake this project!

~Thanks for the strong support from the Beaches Veterans Memorial Park committee, American Legion Posts 316 & 129, American Legion Auxiliary Units 316 & 129, VFW 3270 & Vetcare.

~Thanks to Operations Manager, John Graham, and his creative team of professionals at Florida TransCor for partnering with me to develop these beautiful honor street signs.





# ART PROOF

Send approval to  
fax to 904-783-0292

Customer : Leonard

Order / Quote No: 2300

Date Proof Sent: 1/11/2021

Prepared By: TW

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

Size: 30x6  
 Thickness: .08

Aluminum  
 Plastic  
 Magnetic  
 Decal

Single Face  
 Double Face

Border  
 Inset  
 Edge  
 None

**Sheeting**  
 Engineer Grade  
 High Intensity  
 Diamond Grade  
 Vinyl  
 Other: \_\_\_\_\_

**Color(s)**  
 White     Red  
 Orange     Blue  
 Green  
 Brown  
 Yellow  
 Other: \_\_\_\_\_

By checking box, the undersigned indicates that all aspects of depicted layout on this page are correct. You may type name if returning form by Email. Please sign and print if returning by fax. If changes are required, do not check box and note changes below illustration.

Type / Sign Name \_\_\_\_\_





SGT. JOSEPH H.

PIERCE JR.



JOSEPH H PIERCE JR

FLORIDA

SGT CO D 503 INF 173 ABN BDE

VIETNAM BSM - ARCOM -2 PH

APRIL 26 1948

FEB 22 1969





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

<b>AGENDA ITEM:</b>	Request to approve the public solicitation of CONB RFQ No. 2021-04 for General Engineering Continuing Contract(s)
<b>SUBMITTED BY:</b>	Jim French, Public Works Director
<b>DATE:</b>	May 5, 2021
<b>BACKGROUND:</b>	<p>The Consultants Competitive Negotiations Act (CCNA) F.S. s. 287.055, allows for public agencies to have continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. CCNA does apply to the qualifications-based selection of continuing contracts for architecture, professional engineering, landscape architecture, or registered surveying and mapping services. A continuing contract preselects qualified consultant(s) with a defined term or termination clause that are on an "as needed" basis and does not guarantee any work to the selected consultant(s). Any individual Supplemental Agreements during the continuing contract will comply with construction costs or fee limits as stated in the CCNA.</p> <p>The professional services requested in the RFQ is outside the specialty of City staff. Having continuing contracts for professional services will allow the City to save time, be more responsive, have consultants readily available, and develop relationships with the consultants under contract so they better understand the City's goals and objectives. General engineering continuing contracts is a tool to help staff better progress on the City's Capital Improvement Projects plan.</p>
<b>BUDGET:</b>	This is for a continuing service contract, individual projects are budgeted as needed. Staff will bring any future Supplemental Agreements to Council after the negotiation of scopes of services and related fees with selected firms during the term of continuing contract.
<b>RECOMMENDATION:</b>	Staff respectfully requests the Council's approval to allow staff to publicly advertise the Request for Qualifications for the solicitation of continuing services contract(s) for professional services.
<b>ATTACHMENT:</b>	CONB RFQ No. 2021-04 General Engineering Continuing Contract

# Request for Qualifications for:

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**CONB RFQ No. 2021-04**

**General Engineering Continuing Contract (GECC)**



*Request for qualifications will be received until **2:00 p.m. (Eastern Time Zone), July 29, 2019**, at City Hall 116 1<sup>st</sup> Street, Neptune Beach, FL 32266.*

City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266

Prepared by: Public Works

p. 904.270.2400

<https://www.ci.neptune-beach.fl.us/>  
Original: April 2021

**Request for Qualifications (RFQ)  
General Engineering Continuing Contract (GECC)  
(CONB RFQ No. 2021-04)  
Professional Services**

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Section 5	_____	Example RFQ Evaluation Sheet

**ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS  
CONB RFQ No. 2021-04**

NOTICE IS HEREBY GIVEN that the City of Neptune Beach (the "City"), seeks to engage professional services for the General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04) (the "Project"). A general description of the request for professional services is as follows:

The City is seeking letters of interest and statement of qualifications from consultants interested in providing professional services associated with the planning, investigation, design, permitting, solicitation services and post-design phase services for the referenced Project. The City provides utilities and other services to the public which require protection of public health, safety, and welfare, and shall require a Florida licensed Engineer of Record (EOR) for its projects associated with this request. The basic construction cost for the project exceeds the threshold amount provided under Florida Statutes Section (F.S. s.) 287.017 for CATEGORY FIVE pursuant to the Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA) and does apply to the selection of architecture, professional engineering, landscape architecture, or registered surveying and mapping services for the project. The City's estimated individual project construction cost within this contract shall not exceed \$4 million, professional services for each individual study activity under the contract shall not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the City as provided under Consultants' Competitive Negotiation Act, Florida Statutes Section (F.S. s.) 287.055 (CCNA) as may be amended from time to time. The goal of this RFQ is to award contracts to one or more consultant(s) that provide the requested professional services in the best interest of the City. This will be a contract for a period of Four (4) years with options to renew for up to three (3) additional two-year (2) terms, subject to mutual agreement. After selection of the consultant(s), fees shall be negotiated and set. At the discretion of the City, it may request scope(s) of services and negotiate Supplemental Agreement(s) after selection of the consultant(s). Selection of any consultant does not obligate the City to enter into a specific project agreement with any consultant.

Copies of the REQUEST FOR QUALIFICATION INSTRUCTIONS and any ADDENDA may be obtained from the City's Issuing Office, 116 1st St. Neptune Beach, Fl. 32266, [pwbids@nbfl.us](mailto:pwbids@nbfl.us), telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. The City shall not be responsible for full or partial sets of Documents including Addenda, if any, obtained from sources other than the Issuing Office. Questions should be directed in writing by email to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us) no later than July 19, 2021 at 2:00 p.m., local time. Consultants desiring to provide the requested professional services will submit **one (1) original and one (1) digital PDF version** of their qualifications for evaluation by the City along with the following:

- (i) A notarized sworn statement as defined under Section 287.133 (3)(a), Florida Statutes on Public Entity Crimes,
- (ii) Form W-9 Taxpayer Identification Number.

Request for qualifications will be received until 2:00 p.m. (Eastern Time Zone), July 29, 2021, at City Hall, 116 1<sup>st</sup> Street, Neptune Beach, FL 32266. Qualifications will be reviewed by the City for negotiations and award of an agreement in accordance with applicable law.

Qualifications WILL NOT be valid unless received by the RFQ deadline and in a sealed, opaque package marked on the front and back exterior "Request for Qualifications, General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)" so that it is distinguishable from normal mail or packages. The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause and/or to accept the response(s) that, in its judgment, will be in the City's best interest.

## Section 1

## Instructions to Bidders

### REQUEST FOR QUALIFICATION INSTRUCTIONS PROFESSIONAL SERVICES

PROJECT: General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)

The City of Neptune Beach, (the "City"), seeks to engage professional services for the General Engineering Continuing Contract (CONB RFQ No. 2021-04). A general description of the request for professional services is as follows:

The City is seeking letters of interest and statement of qualifications from consultants interested in providing professional services associated with the planning, investigation, design, permitting, solicitation services and post-design phase services for the referenced Project. The City provides utilities and other services to the public which require protection of public health, safety, and welfare, and shall require a Florida licensed Engineer of Record (EOR) for its projects associated with this request. The basic construction cost for the project exceeds the threshold amount provided under Florida Statutes Section (F.S. s.) 287.017 for CATEGORY FIVE pursuant to the Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA) and does apply to the selection of architecture, professional engineering, landscape architecture, or registered surveying and mapping services for the project. The City's estimated individual project construction cost within this contract shall not exceed \$4 million, professional services for each individual study activity under the contract shall not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the City as provided under Consultants' Competitive Negotiation Act, Florida Statutes Section (F.S. s.) 287.055 (CCNA) as may be amended from time to time. The goal of this RFQ is to award contracts to one or more consultant(s) that provide the requested professional services in the best interest of the City. This will be a contract for a period of Four (4) years with options to renew for up to three (3) additional two-year (2) terms, subject to mutual agreement. After selection of the consultant(s), fees shall be negotiated and set. At the discretion of the City, it may request scope(s) of services and negotiate Supplemental Agreement(s) after selection of the consultant(s). Selection of any consultant does not obligate the City to enter into a specific project agreement with any consultant.

All sealed qualifications submitted shall be received by the City Clerk in a sealed, opaque package marked on the front and back exterior "Request for Qualifications, General Engineering Continuing Contract (CONB RFQ No. 2021-04)" so that it is distinguishable from normal mail or packages.

- a. Qualifications submitted by mail shall be addressed to:  
City Clerk  
City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266
- b. Qualifications submitted in person will be received at:  
City of Neptune Beach  
116 1st Street  
Neptune Beach, FL 32266
- c. Inquiries concerning the Request for Qualifications shall be in writing and should be directed to:  
City of Neptune Beach  
Issuing Office  
[pwbids@nbfl.us](mailto:pwbids@nbfl.us)

## Section 1

## Instructions to Bidders

1. Issuing Office – The City’s office from which the RFQ Documents and ADDENDA, if any, are issued and where the submittal instructions and procedures are to be administered. Copies of the REQUEST FOR QUALIFICATION INSTRUCTIONS and any ADDENDA may be obtained from the City’s Issuing Office, [pwbids@nbfl.us](mailto:pwbids@nbfl.us). Bidding Documents are available via email in portable document format (PDF) at no cost. The City shall not be responsible for full or partial sets of Documents including Addenda, if any, obtained from sources other than the Issuing Office. It shall be the respondent’s responsibility to confirm any ADDENDA prior to submission of the letters of interest and statement of qualifications from the consultants prior to the due date.
2. **One (1) original and one (1) digital PDF version** of the qualifications shall be submitted. A notarized sworn statement as defined under F.S. s. 287.133 (3)(a) on Public Entity Crimes and Form W-9 Taxpayer Identification Number and Certification, shall be included with all qualifications submitted. The words “Request for Qualifications, General Engineering Continuing Contract (CONB RFQ No. 2021-04)” and shall be clearly marked on the front and back exterior of the opaque packaging containing the qualifications.
3. The City shall accept Qualifications by mail or in person as noted in Advertisement. The City will review qualifications as soon thereafter as possible.
  - a. All qualifications will be “**time stamped**” at the time received to show the time/date of receipt.
  - b. The City WILL NOT accept Qualifications in person after the time and date specified in the RFQ advertisement.
  - c. The City WILL NOT accept Qualifications received by mail after the time and date specified regardless of the postmark or circumstances.
4. **Firms shall have no contact related to this Project with the City’s employees or public officials during this RFQ process.** Any such contact will subject the firm to immediate disqualification for consideration for this Project. This shall include from the time the RFQ is advertised until the time that the selection has been made. Unauthorized contact with the City’s employees or public officials may result in rejection of the qualifications. All communications with the City shall be in writing to the office indicated in Section 1 Instructions to Bidders, Item 1.C above.
5. Questions should be directed in writing by email to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us) no later than July 19, 2021 at 2:00 p.m., local time. The City shall not consider questions received after July 19, 2021 at 2:00 p.m., local time.
6. The submission of digital portable document format (PDF) shall be on a USB 2.0 flash drive. The USB flash drive must only have the submission files, and shall be free of any viruses, worms, trojans, or any other potential computer threats. USB flash drives that have any other files or found to have potential computer threats will be considered irregular, non-responsive, or not in conformance with the instructions contained herein. The digital PDF version shall be a complete electronic version of all submitted documents, embed all fonts used, searchable, printable, use a compatibility of Acrobat PDF 1.5 of higher, and use Adobe PDF file format.
7. The City reserves the right to reject any and/or all submissions to this RFQ or to short list and require presentations regarding the Consultant’s qualifications, approach to the project, and ability to furnish the required services in determining the final selection if it is deemed in the best interest of the City. The City may also choose to short list when the scoring does not differentiate a gap in points between the highest ranked firms of 0.5-points. The City assumes no responsibility for costs incurred in responding to this RFQ.
8. The City intends to enter into contract(s) with one or more of consultant(s) with the most qualified

**Section 1**

Instructions to Bidders

firm(s) for professional services in the best interest of the City. The contract(s) entered into by the City will provide for the successful consultant(s) to perform professional services awarded by the City in accordance with policies and procedures established from time to time by the City. Selection of any Consultant does not obligate the City to enter into a specific agreement or contract with any firm, consultant, or service provider. Should the City be unable to negotiate a satisfactory contract in which the City decides is fair, competitive, and reasonable with firm(s) considered to be a higher qualified firm, the City will end negotiations with that firm. The City shall then undertake negotiations with the next most qualified firm.

9. Any statement of work included in the approach and understanding of this Project shall use the identified Key Personnel’s roles and supporting production staff’s roles with a comprehensive utilization of those roles and proposed subcontractors.
10. Any firm affected adversely by the City’s decision shall file with the City a Notice of Protest in writing within 72 hours after the posting of the selected consultant. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 120 (Administrative Procedures Act), Florida Statute (F.S.).
11. The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause, and/or to accept the response(s) that, in its judgment, will be in the best interest of the City.
12. The selected firm shall obtain and maintain the following insurance coverage during the term of their continuing agreement and present a certificate verifying the same:

<b><u>Insurance:</u></b>	<b><u>Minimum Limits:</u></b>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations	\$1,000,000.00
Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	
Combined single limit	\$1,000,000.00
Workers Compensation	Per Statutory limits
	in compliance with State and Federal Laws
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, F. S. Such insurance shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City. **Note: The City shall be designated as an Additional Insured on the General Liability policy. The Consultant shall also list the City as a named insurance certificate holder prior to beginning work** (This requirement is excepted for Worker’s Compensation

## Section 1

## Instructions to Bidders

Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. At its sole expense, the Consultant shall procure and maintain insurance of the types and in the amounts stated for the period of design and construction of the Project and for a period of no less than three (3) years following substantial completion.

13. During the negotiations phase, the selected Consultant(s) are required to submit a quotation of proposed rates, fees or charges, other detailed costs or cost breakdowns, and the basis of determining the consultant's rates which shall be utilized in the contract negotiations. The mutually agreed rates shall remain fixed during the first two (2) years of the contract after which annual hourly rate increases may be requested by the Consultant not to exceed cost of living Consumer Price Index (CPI) subject to the Council's approval. These rates shall be used for the fee negotiations of Supplemental Agreement(s). Accounting confirmations or audited rates may be requested at the City's discretion. Selected Consultant(s) may from time to time receive an invitation for needed services and should reply with a scope and fee proposal to complete the intended needs of the City. The Consultant shall reply with a basis of estimate, man hour estimate, fee-based proposal, and milestone schedule that includes the deliverables. The Consultant shall provide a total price to complete the scope of services on the project that includes all costs of expenses, equipment, salaries, overhead, incidentals, fringe benefits, and operating margin. When requested the Consultant shall provide either a not to exceed price or lump sum price to complete the needed services at the City's discretion. Invoices shall be submitted by the Consultant on an "as incurred" basis and shall be made by the City in accordance with the Local Government Prompt Payment Act.
14. All Supplemental Agreement(s) will contain a detailed scope of work with identification of specific project goals, deliverable(s), and schedule milestones which will be developed and agreed to by the selected Consultant and the City. The Supplemental Agreement shall incorporate this detailed scope of work, along with the associated fee and schedule.
15. The City uses a standardized Professional Services Agreement for contracting its services. This RFQ includes a copy of the standardized agreement.
16. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of the agreement and the date of deliverables or submissions. In providing services the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
17. The City employs a past performance rating (herein referred to as Rating) for its Consultants and reserves the right to reject any and all submissions to this RFQ based on previous poor performance, Ratings, or unresolved performance issues. The City shall evaluate the Consultant by a Rating during the Agreement. The City shall use the Ratings to evaluate performance and progress of the Consultant. Key performance indicators include schedule, management, quality, constructability, and consultant-driven change orders. The decision will be based on the City's best interest.
18. The City will not consider submissions found non-responsive. Submissions may be rejected if found to be: irregular, not in conformance with the instructions herein contained, failure to utilize or complete the prescribed forms, submitting ambiguous or incomplete responses, conditional or qualifying responses, failure to submit required copies of licenses or insurance verification, or executing forms with improper and/or undated signatures. Other conditions which may cause rejection of the Qualifications include: evidence of collusion, obvious lack of experience or expertise to provide the required items, failure to provide evidence of legal entitlement to practice its services under Florida Statutes, the firm is behind by 10 percent or more on completing an approved progress schedule for the Owner at the time of advertising the work and failure to perform on previous agreements. While



the City allows respondents to take variances to the RFQ terms, conditions, and specifications, the number and extent of variances taken will be considered in determining RFQ responsiveness. Any variances must be clearly noted by the respondent and shall be attached as an appendix. The respondent's RFQ may be deemed non-responsive, if the respondent decides to submit any variances or objections to the RFQ, or contract terms and conditions after the opening date.

19. This Request for Qualifications ("RFQ"), together with any Addendums, Consultant's response submittal to the RFQ, all attachments and forms, and the executed Agreement shall represent the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Consultant available on the Consultant's website or retained in the Consultant's office are incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the City.
20. *Key Personnel* - The Consultant shall identify key personnel and their office locations for the Project. The key personnel are a part of the criteria by which the Consultant is evaluated and selected; therefore, Consultants shall not replace key personnel until they complete the tasks assigned based on the role proposed, unless there are extenuating circumstances. Any substitution shall require the prior written approval by the City, and the City shall only accept personnel whose credentials are equal or better than the key personnel for which substitution is sought.
21. *As Incurred* – the billing for the services performed based on the actual labor and costs accumulated during the billing period and the defined contracted rate schedule.
22. *Unauthorized Aliens* - The Consultant acknowledges and agrees that they do not employ, contract with, or subcontract with any unauthorized aliens, and any contract awarded will include a requirement that the Consultant register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the Consultant acknowledges and agrees that if the Consultant enters a contract with any subcontractor or subconsultant, the subcontractor or subconsultant must provide the Consultant with an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with any unauthorized aliens.

### 23. Submission Requirements:

- Respondents are advised to:
  - Carefully follow all directions contained in the RFQ documents,
  - Provide complete and succinct responses,
  - Limit overly verbose, lengthy responses, or unnecessary submissions,
  - Acknowledge that failure to provide all requested information may result in disqualification.
- The City shall only accept formal responses with the following conditions:
  - 8.5" x 11" bond paper,
  - Unbound,
  - Un-laminated,
  - Stapled or clipped in the upper left corner,
  - Single sided printing,
  - Included page numbers,
  - Typewritten using a minimum 12-point font size,
  - Use of headings, sections, and sub-sections identified appropriately.

## Section 1

## Instructions to Bidders

- Include the following:
  - Letter of Interest (using the form provided),
  - Cover,
  - Table of Contents,
  - One-page executive summary that includes the following:
    1. The Consultant's understanding of the City's goals and objectives,
    2. A brief description on how the team is uniquely qualified to perform the various general services needed by the City,
    3. A summary of the Team's capabilities and experience,
    4. The Consultant's capacity and ability to successfully complete projects on an as-needed basis over the term of the contract.
  - SF330 (tailored as described below),
  - Required Forms,
  - Attachments.
- Submissions shall use the latest version of the Architect-Engineer Qualifications **Standard Form 330** (SF330) Parts I and II.
  - Key Personnel listed in Sections C and E who for this agreement shall include:
    1. Project Manager(s),
    2. Project Engineer(s) in responsible charge or the project,
    3. Civil/Environmental Engineer(s),
    4. Water and Wastewater Plant Process Design Engineer(s),
    5. Structural Engineer(s),
    6. Electrical Engineer(s) (experienced with control design such as Programmable Logic Controller (PLC), Human Machine Interface (HMI) display, Supervisory Control and Data Acquisition (SCADA) design, plant electrical and building electrical design),
    7. Mechanical Engineer(s) (experienced in building design such as HVAC, plumbing, etc.)
    8. Mechanical Engineer(s) (experienced in plant hydraulics, pumps, piping, and lift stations),
    9. Mechanical Engineer(s) (experienced in fire protection),
    10. GIS technician(s),
    11. GIS integrator(s),
    12. Program management specialist(s) (experienced in computerized maintenance management systems (CMMS)),
    13. Architect(S),
    14. Landscape Architects(s),
    15. Irrigation Designer(s),
    16. Arborist(s),
    17. Surveyor(s),
    18. Geotechnical Engineer(s),
    19. Drainage Engineer(s),
    20. SCADA systems integration expert(s),
    21. SCADA programmers,
    22. Environmental Scientist(s),
    23. Resident Construction Inspector(s),
    24. Threshold Inspector(s),
    25. Planner(s) (experienced in parks, urban planning, parking, trails, street/traffic,

- complete streets, pedestrian improvements, etc.),
26. Professional Geologist(s),
  27. Hydrogeologist(s),
  28. Modeling expert(s) (experienced in drainage, flood zone, hydrology, utility, hydraulic, plant process, etc.)
  29. Certified Floodplain Manager(s),
  30. Archeologist(s),
  31. Traffic Engineer(s) (experienced and certified with site specific Maintenance of Traffic design, local bridge improvements, pedestrian improvements and signalization, trails, complete streets, and FDOT design and permitting),
  32. Environmental Scientist(s) (experienced with wetlands, endangered species, and environmental compliance)
  33. QC Manager(s).

Note: State of Florida licensure is required for all applicable professionals listed above.

- Resumes in Section E shall not exceed one page each; shall identify the individual's role on the project; and should include similar projects in scope, type, and complexity,
- Include an Organization Chart depicting the team, key personnel, firm(s), and office location(s) in Section D,
- In Section F, include at least five (5) of the firm's projects performed that illustrate the team's qualifications for this agreement. ***The example projects shall include similar projects in scope, type, and complexity performed for government agencies completed within the last eight (8) years, located in Florida, by the key personnel identified, and related to the professional services considered under the City's general engineering continuing contract.***
  1. Example projects in Section F shall not exceed one page each,
  2. ***In the resumes and projects, provide and highlight evidence of experience demonstrating working with the following key items across the various resumes and projects:***
    - ***Government agencies,***
    - ***Continuing service contracts,***
    - ***Reclaimed pumping and storage facilities,***
    - ***Improvements to potable water treatment plants sourced from groundwater in NE Florida with continuous disinfection systems using sodium hypochlorite and removal of total sulfide,***
    - ***Improvements to Wastewater treatment plants discharging to surface waters,***
    - ***High service pumping facilities,***
    - ***Lift stations,***
    - ***Concrete tank repairs,***
    - ***Elevated water towers,***
    - ***Water main projects,***
    - ***Gravity sewer main projects,***
    - ***Force main projects,***
    - ***Reclaimed main projects,***
    - ***Horizontal directional drill projects,***

- *Jack and bore projects,*
- *Aboveground storage tanks (AST),*
- *Potable water wells,*
- *Geophysical logging,*
- *Aquifer storage and recovery (ASR) wells,*
- *Aquifer/groundwater modeling and calibration,*
- *Deep well injection,*
- *Consumptive use permitting and renewals,*
- *Well repair and rehabilitation,*
- *Well testing,*
- *Risk, resiliency, and emergency response plans,*
- *Water planning,*
- *Resident construction observation and inspection services,*
- *Programmable logic controller and human machine interface systems,*
- *SCADA systems,*
- *GIS systems,*
- *Improvements to City buildings and facilities,*
- *Environmental permitting and compliance for City facilities such as fuel, chemicals storage, MSGP, etc.,*
- *Maintenance of traffic,*
- *Complete streets,*
- *Pedestrian improvements and signalization,*
- *City signs,*
- *Street lighting,*
- *Street markings,*
- *Street maintenance program,*
- *Asphalt condition evaluation,*
- *Drainage improvement projects,*
- *Trails,*
- *Improvements to local parks,*
- *Landscaping,*
- *Irrigation,*
- *Urban planning, zoning, concurrency, etc.,*
- *Surveying and mapping,*
- *Geotechnical engineering and testing,*
- *Flood zone mapping,*
- *FEMA letter of map change, letter of map amendment, letter of map revision, etc.*
- *Electrical evaluations, ARC Flash studies, and improvement/upgrade projects,*
- *Improvements to FDOT roads and intersections,*
- *Improvements to local roads and intersections,*

- **Public outreach,**
  - **Archeological surveys and permitting,**
  - **Environmental site mitigation (e.g. wetland delineation, wetland mitigation,**
  - **Endangered species surveys, endangered species mitigation), and**
  - **Environmental compliance (e.g. fuel tanks, MSGP, etc.)**
  - **Permitting (e.g. facility permitting, building permits, environmental permitting, ERP permitting, SJRWMD permitting, CUP permitting, beach/CCCL permitting, FDEP permitting, regulatory compliance, Consumptive Use Permit modifications, FDOT permitting, County/COJ permitting, etc.).**
- **Part I Section H** shall be tailored to meet the following requirements:
1. Page limit of fourteen (14) pages. Two (2) of the fourteen (14) pages shall be allowed on 11" x 17" bond paper without restrictions regarding the font sizes. No double sided allowed.
  2. Respondents shall include the following sections in the narrative: (Note: for continuing services RFQ use a single generic prototype project)
- Consultants shall use one of the following generic prototype projects to formulate a response to the requirements below:**

**Project 1.** A Wastewater Treatment Facility improvement project that has two (2) existing treatment trains. One treatment train is an IFAS process, and the other treatment train is an extended air process. Needed improvements include options to increase mean cell residence time (MCRT) from 3-days to 7-days in the IFAS plant along with reducing daily side stream nutrient contributions into the plant. Additional needs would include improvements to food to mass ratio (F:M), electrical upgrades, additional process monitoring and controls, and the addition of a chemical feed system for the addition of alkalinity.

**Project 2.** The City's Consumptive Use Permit (CUP) expires on 06/11/2022 and will need a consultant to prepare the required modeling, water supply planning, analyze existing and future WTP demands, documentation, and reapplication for the CUP renewal. In addition, one of the Water Treatment Plant's (WTP) older water supply well's capacity has fallen and needs replacement. The new well should be located further from the existing well field to allow future well repairs and rehabilitation (e.g. rehabilitations to the remaining wells, if need, while keeping the new well in service). Project needs include locating a new well site, raw water pipe route, temporary and permanent property/easement acquisition, well permitting, CUP permitting to add the move the well, geophysical logging, downhole water quality testing program, aquifer testing of the proposed well in accordance with the Aquifer Testing Guidelines outlined in the SJRWMD Applicant's Handbook, Consumptive Uses of Water, the collection, analyzation, and reporting of sampled water, and the oversight of Drilling activities.

**Project 3:** The City has field collected data for over half its utility systems including distribution, collections, and drainage for eventual GIS integration. Later this year the City is planning to implement an ESRI GIS solution. The

## Section 1

## Instructions to Bidders

project needs would include collecting the remaining field information, GIS implementation, development and deployment, and using the GIS data to scope, budget, rank and prioritize the City's water, sewer, and drainage utility projects into a 5-year Capital Projects Plan.

- Consultant experience, capabilities, and ability related to this Project,
- Approach and understanding of this Project to include Statement of Work and Project Management Plan:
  - include detailed and rational approach to meeting schedules, project management and project delivery as well as any control and optimization measures that will ensure that all deliverables will be on time every time.
  - Discuss any understanding of the Project goals and objectives, critical success factors, constraints and include coordination with stakeholders and regulatory agencies as well as how the Consultant's QA/QC process is incorporated into the project delivery.
  - Include the Consultant's efficient and effective communication plan for the Project with the City to optimize workflows and minimize disruptions to staff while maintaining efficient project delivery,
- Proposed innovative and cost saving ideas for this Project,
- Past performance with similar projects that closely match the scope of work for this Project or RFQ (include at least five (5) example projects, as included in Section F, similar in scope and complexity completed within the last eight (8) years) and describe why they closely match the scope of work for this Project and the team's performance completing the needed services on those projects,
- Adequacy of personnel and team to perform on this Project,
- Consultant's present and projected workloads – Discuss the Consultant's ability to adapt existing schedules, workflows, projected capacity levels, and capability of adding the additional Project that will meet or exceed the City's needs and expectations.
  - Since this is a continuing service RFQ, it is helpful to discuss the Consultant's ability to adapt existing schedules, resources, workflows, projected capacity levels, abilities, and capabilities for adding various projects from within the potential services solicited over the years of the contract that will meet or exceed the City's needs and expectations.
- Minority business enterprise participation as defined in F.S.s. 288.703 – Provide a statement with the total anticipated percent (%) participation and breakdown by firm(s).
- Willingness to meet time and budget requirements of the City for this Project:
  - Provide a milestone schedule for completion of the professional services from issuance of the Notice to Proceed (NTP) through

## Section 1

## Instructions to Bidders

- procurement documents for soliciting a contractor showing deliverables and discuss the Consultant's commitments to meet the City's time requirements. Provide sufficient detail in the schedule so it can be reviewed for reasonableness and approach.
- Discuss prior history in minimal number of Consultant and contractor-driven change orders with agencies.
  - Discuss any of the Consultant's practices, procedures or policies aimed at reducing contractor driven change orders prior to starting construction.
  - Discuss prior history in completing projects on time and within budget.
  - Discuss prior accuracy with opinion of probable construction costs compared with Bid results.
  - Volume of work previously awarded to each Consultant by the City over the last three (3) years – Provide a tabulation of all work awarded over the last three (3) years from the date of submission.
  - Discuss past record and accomplishments: include significant awards, technical papers, publications, and recognitions of the Consultant in the professional expertise areas of the RFQ,
  - Office location(s) where work will be performed identifying key personnel by location,
  - References: The respondent must provide references for three (3) separate and verifiable professional services similar to the current solicited project services. Past services must have been completed within the last eight years from the submission. Include the following:
    - Name of firm:
    - Contact person:
    - Phone Number:
    - Email:
    - Address:
    - Project Location:
    - Project Description:
    - Project Dates:
    - Project Fees:
    - Project Construction Cost:
  - Forms:
    - SF 330 Part II General Qualifications (for the Consultant and all subconsultant),
    - IRS Form W-9 (for the Consultant and all subconsultant(s)),
    - Sworn Statement regarding Public Entities Crimes submitted to City of Neptune Beach (for the Consultant and all subconsultant(s)).
  - Attachments, please provide the following:
    - Current licensure for key personnel and certificates of authorization for the Consultant and subconsulting firms,

## Section 1

## Instructions to Bidders

- Current and valid occupational license or business tax receipt issued for the type of services to be performed for the Consultant and subconsultants,
- Attach listing of any additional accomplishments such significant awards, technical papers, publications, and recognitions of the Consultant in the professional expertise areas of the RFQ,
- At least 3 recommendation letters,
- Current minority business enterprise certifications as defined in F.S. s. 288.703,
- Insurance certificates for proposal purposes only.



## Section 2

### REQUEST FOR QUALIFICATIONS (RFQ) SPECIFICATIONS

#### Statement of Purpose

City of Neptune Beach (CONB) operates and maintains water systems, wastewater systems, parks, fields, playgrounds, trails, beach accesses, beaches, public buildings, easements, roads, and public parking. The City provides utilities to the public and maintains public roads and drainage which require protection of public health, safety, and welfare, and shall require a Florida licensed Engineer of Record (EOR) for its projects associated with this request. The purpose of this solicitation is that CONB seeks a qualified and licensed consulting firm to perform continuing professional services associated with General Engineering Continuing Contract (GECC) within the city. CONB's estimated individual project construction cost within this contract shall not exceed \$4 million, professional services for each individual study activity under the contract shall not exceed \$500,000, or for work of a specified nature as outlined in the contract required by CONB as provided under Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA).

#### Project Scope of Services

CONB requests qualified individuals and firms with experience in General Engineering Continuing Contracts, and other related technical services to submit qualifications. CONB provides utilities to the public and maintains public roads and drainage that requires protection of public health and safety and shall require an Engineer of Record (EOR) for its projects associated with this RFQ. The Consultant shall provide drawings, details, reports, studies, audits, analysis, investigations, support services, assessments, engineering documents, specifications, resident construction inspection, permitting, certifications, and related services. The services will be utilized by CONB for upgrades, projects or improvement projects within the city on an as-needed basis.

CONB will outline individual project needs and requirements. When requested, the Consultant shall provide a not-to-exceed price or lump sum price, at CONB's discretion, to complete the needed services on the project. The price shall include all costs of expenses, equipment, salaries, overhead, incidentals, fringe benefits, and operating margins. CONB may request certain portions of the Scope to be completed on a lump sum or not-to-exceed basis, at its discretion, with each individual Supplemental Agreement authorized and executed prior to commencement of any work. Invoices shall be submitted by the Consultant on an "as incurred" basis and shall be paid by CONB in accordance with the Local Government Prompt Payment Act. The Consultant shall complete work according to proposed project timeline and shall provide all deliverables in a timely manner, within the total price stated in the Supplemental Agreement. The Consultant shall follow the authorized Supplemental Agreement(s).

CONB may request the following, but not limited to, potential professional services during the term of the Agreement:

1. Water treatment plant upgrades and/or improvements,
2. Wastewater treatment plant upgrades and/or improvements,
3. Lift station upgrades and/or improvements,
4. Reclaimed pumping and storage facility upgrades and/or improvements,
5. High service pump building upgrades and/or improvements,
6. Instrumentation and control system upgrades and/or improvements,
7. Water quality, water/wastewater chemistry, nutrient removal, treatment process analysis, upgrades and/or improvements,
8. Plant process modeling,
9. Water main projects,
10. Gravity sewer main projects,
11. Restoration and repair projects,

## Section 2

## Scope of Services

12. Infiltration and inflow projects,
13. Force main projects,
14. Reclaimed main projects,
15. Stormwater management system improvements and/or upgrades,
16. Horizontal directional drill projects,
17. Public building improvements,
18. Park projects and improvements,
19. Landscaping, hardscaping, and sign improvements,
20. Temporary and final irrigation improvements,
21. Surveying and mapping,
22. Geotechnical testing,
23. GIS system integration, upgrades, programming, and data collection,
24. Activity field improvements (e.g. baseball, volleyball, soccer, etc.)
25. Trail projects and improvements,
26. Kayak launches,
27. Road projects,
28. Asphalt maintenance evaluation and resurfacing projects,
29. Street lighting improvements,
30. Street markings,
31. Sidewalk maintenance and improvements,
32. Intersection and signalization improvements,
33. Pedestrian improvements and signalization,
34. Complete street projects,
35. FDOT road improvements,
36. Traffic modeling,
37. Parking improvements,
38. Drainage improvements and projects,
39. Drainage master plans,
40. Water supply planning,
41. Public outreach,
42. Jack and bore projects,
43. Reclaimed augmentation well analysis, modifications, upgrades, or improvements,
44. Potable water well analysis, modifications, upgrades, improvements, or replacement,
45. Well repair and rehabilitation projects,
46. Groundwater modeling,
47. Capital improvement project planning,
48. Risk, resiliency, and emergency response plans,
49. Utility master planning,
50. Utility modeling,
51. Resident construction observation and inspection services,
52. Foundation inspections (e.g. tanks, influent structures, special structures, utility buildings, lift stations, public buildings, etc.),
53. Steel inspections (e.g. tanks, influent structures, special structures, utility buildings, lift stations, public building, etc.),
54. Threshold inspections (e.g. tanks, influent structures, special structures, utility buildings, lift stations, public buildings, etc.),
55. Programmable logic controller (PLC) and human machine interface (HMI) system upgrades and/or improvements,
56. Electrical upgrades and/or improvements,

## Section 2

## Scope of Services

57. Generator and fuel tank improvements,
58. Structural tank and coating integrity inspections and certifications,
59. Structural hydro-pneumatic (pressure vessel) tank and coating integrity inspections and certifications,
60. Supervisory Control and Data Acquisition (SCADA) systems implementation, upgrades and/or improvements,
61. Site-specific maintenance of traffic designs,
62. Potable reuse projects,
63. Energy efficiency evaluations and improvements,
64. Electrical evaluations of existing power service(s), generator(s), transfer switch(s), grounding system, and power distribution equipment to ensure they can accommodate the needed improvements,
65. Electrical evaluations of actual running electrical conditions of the existing equipment to ensure that it is not running outside the limits of the nameplate data, or equipment that is limited from operating at maximum capacity.
66. Security alarms,
67. Lightning protection,
68. ARC Flash evaluations and reporting,
69. Electrical upgrades,
70. HVAC evaluations to ensure it can accommodate increased loads,
71. HVAC upgrades,
72. Drainage, hydraulic, and flood modeling,
73. Flood zone mapping,
74. FEMA letter of map change, letter of map amendment, letter of map revision, etc.
75. Asset management, condition assessment, risk analysis, and risk-based prioritization,
76. Diurnal demand analysis,
77. Transient analysis,
78. Non-revenue water reduction,
79. Easement or land acquisition support,
80. Public outreach,
81. Constructability reviews,
82. Value engineering,
83. Staff augmentation,
84. Environmental site analysis and planning (e.g. wetland delineation, wetland mitigation, endangered species surveys, endangered species mitigation),
85. Permitting, reporting, renewals, and regulatory compliance (e.g. facility permitting, environmental permitting, ERP permitting, SJRWMD permitting, FDEP permitting, National Pollutant Discharge Elimination System (NPDES), Multi Sector Generic Permits, Consumptive Use Permit, FDOT permitting, Municipal Separate Storm Sewer System (MS4), County/COJ permitting, etc.)
86. Due diligence investigations,
87. Solicitation preparation, bidding services, and assistance,
88. Feasibility studies,
89. Grant or funding assistance and support,
90. Cost benefit analysis,
91. Data analytics,
92. Quality assurance and quality control,
93. Staff support and assistance services,
94. Stormwater Pollution Prevention Plans (SWPPP),
95. Spill Prevention Control and Countermeasure (SPCC),

**96. Other municipal professional services as required.**

The Consultant, when requested, shall provide a not to exceed price or lump sum price, at CONB's discretion, to complete the Scope on the Project that includes all costs of expenses, equipment, salaries, overhead, incidentals, fringe benefits, and operating margin. CONB may request portions of the Scope to be completed on a not to exceed or lump sum basis, at its discretion. Invoices shall be submitted by the Consultant on an "as incurred" basis and shall be made by CONB in accordance with the Local Government Prompt Payment Act.

Consultants shall use its past experiences to give professional guidance and judgement that produces a reasonable outcome that will benefit CONB. The Consultant shall develop deliverables that reduce risk over the Project including: an in-depth review and examination of the existing site, identification of issues early that would pose a risk of change order, so that they can be addressed during the design phase, evaluation of design related decisions and alternatives, and performance of QA/QC on all deliverables prior to submission. It is the responsibility of the Consultant for the accuracy and completeness of its design as based upon the requested deliverable. The Consultant's services shall include all personnel, labor, materials, overhead, equipment, postage, printing, copying, plotting, mileage, deliveries, all direct and indirect costs, administrative costs, reimbursables, and anything necessary to provide all research, recommendations, studies, conferences, presentations, written documents, designs, specifications, details, drawings, issuances of certificates for payment, reviews of documents, inspections, supervision and approvals of work, preparation of addendums and field orders, change orders, responses to requests for information, and work acceptances as necessary to accomplish the assigned Project. Professional services will generally include the following items:

Conceptual Design Services – These are services necessary to clearly define a program or provide further investigation of need. This may include an existing conditions survey, reports and master planning. When conceptual services are requested, including studies and reports, the Consultant shall evaluate the program, the existing conditions and the design parameters. The Consultant shall prepare as many studies as may reasonably be required in order to develop a detailed Scope for the project. Studies shall be accompanied by associated cost estimates and any additional items of work as defined within the specific requirements for the Scope. Deliverables shall be specified within the Scope as applicable

Planning and Design Phase:

- The Environmental, Civil and Environmental Engineering, Mechanical Engineering, Structural Engineering, Landscape Architecture, Irrigation, Electrical Engineering, and Architectural services needed to facilitate the Project,
- Coordination of the professional services required for the Project,
- During the design phase, the selected scheme is developed in detail to establish the validity and constructability of the schematic design. This phase consists of finalizing any temporary construction easement (TCE) needs, finalizing environmental impacts, coordinating TCE boundary survey and legal descriptions for property acquisitions, coordinating with adjacent impacted properties, preparing final construction documents, including the basis of design, drawings, specifications, project manuals, and coordinating the direct purchase of major equipment and materials identified in the solicitation documents. For regulatory approval and public bidding, all documents must be coordinated, checked and cross-checked. The Consultant acknowledges that comprehensiveness, constructability and keeping construction change orders to a minimum are important considerations for CONB. A detailed opinion of probable construction cost estimate is required for each of the milestone deliverables. The Consultant shall include notification of potential Bidders, bidding services, reviewing Bids (responsive, responsibility, verify references, material deficiency, conformance with solicitation requirements, etc.),

## Section 2

## Scope of Services

providing recommendations for award, scheduling and attending a pre-bid meeting, attend the Bid opening, scheduling and attending a preconstruction meeting, issuing conformed contract documents, and issuing documents for construction.

- Site visits as the EOR determines in the best interest for the project needs,
- A survey as determined by the Engineer of Record (EOR) to include the following:
  - The Consultant shall be responsible for determining the extent and the requirements of the needed survey suitable for the design, permitting and construction of the project,
  - Flagged boring locations (if not present at the time of survey field work include going back to pick-up and adding),
  - Structures on the property with finished floor elevations,
  - Underground utilities,
  - Subsurface Utility Engineering (SUE),
    - Verified Vertical and Horizontal Location (VVH), the locations and quantity determined by the Engineer of Record (EOR),
  - Above ground utilities,
  - Landscaping and trees,
  - Fencing,
  - Paving,
  - Sidewalks,
  - Spot elevations within the area including all grade breaks, top of banks, flow lines, toe of slope, center lines, etc.,
  - Contour elevations not to exceed one (1) foot elevations,
  - Flood zone classification,
  - Wetland lines (if not present at the time of survey field work include going back to pick-up and adding),
  - Water features,
  - Easements, Servitudes, Rights-of-Way, Access,
  - Property boundaries,
  - Legal description,
  - Easement locations,
  - Adjacent rights-of-way,
  - Extend the topographic and utility survey beyond the site perimeter by 25 feet,
  - Include survey information for adjacent fronting rights-of-way,
  - Include at least two (2) temporary benchmarks for use during construction located outside off, but adjacent to, the proposed improvements,
  - Horizontal shall use the North American Datum of 1983 (NAD 83), Florida State Plane Coordinate System, East Zone - U.S. Survey Feet,
  - Elevations shall use the North American Vertical Datum of 1988 (NAVD 88),
  - The survey will be performed in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative code, and pursuant to Section 472.027, Florida Statutes,

## Section 2

## Scope of Services

- Deliverables shall include electronic forms in both PDF and AutoCAD.dwg formats,
- AutoCAD files shall use the national CAD layering standards and will include the surface, Triangular Irregular Network (TIN), and all break lines used to create the contours,
- Include summary documentation of the QA/QC reviews with all deliverables,
- Final survey shall include four (4) signed and sealed hard copies for filing and a digitally signed and sealed pdf version, as set forth in rule SJ-17.062, Florida Administrative Code (F.A.C.)
- Geotechnical Engineering to include the following:
  - The Consultant shall decide the final boring and test pit locations, depths, and quantity suitable for the design, permitting and construction of the project.
  - The geotechnical investigation shall include borings in accordance with industry standards such as Appendix A from ACI 372 as the guidelines and foundational requirements for all GSTs,
  - The geotechnical investigation shall include borings for proposed buildings, structures, or foundations,
  - The geotechnical investigation shall include borings and test pits along the utility routes,
  - Borings,
  - Test pits,
  - Laboratory testing,
  - Site earthwork recommendations and site preparation,
  - Seasonal high groundwater table,
  - Encountered groundwater table,
  - Evaluation of the subsurface conditions,
  - Settlement potential analysis,
  - Bearing capacity and allowable bearing pressure of the native soils,
  - Evaluation of on-site soil for use as structural fill/backfill material,
  - Unsuitable soil expectations (silts, clays, or other deleterious materials),
  - Flag boring and test pit locations for inclusion into the site survey,
  - Boring and test pit logs,
  - Boring and test pit map,
  - Geotechnical engineering report and recommendations.
- Environmental shall include the following:
  - Site visits, evaluations, field surveys, and investigations.
  - Evaluation, avoidance, and mitigation of wetland impacts.
  - Calculation of mitigation requirements for the Project in accordance with the Uniform Mitigation Assessment Method (UMAM) as mandated by subsection 373.414(18), F.S.
  - Identification of the final amount and coordination for the purchase of mitigation of credits with mitigation banks.
  - Survey, evaluation, avoidance, mitigation and removal of endangered species impacts (such as gopher tortoise, bald eagles, skinks, etc.).

## Section 2

## Scope of Services

- On-site meetings with the applicable jurisdictional permitting agencies as the Environmental Scientist determine in the best interest for the Project or permitting needs.
- Preparation and submittal of applicable environmental permit applications.
- Consultant shall first review any information or work products provided by others within the Consultant's abilities and advise CONB in writing of any potential error, omissions, or inconsistencies the Consultant discovers or becomes aware of, if any, before proceeding with any work under this Agreement.
- During the progression of the project development for the site adaption of the project approach the Consultant shall evaluate design related issues, discuss potential risk, discuss mitigation strategies, and collaboratively give recommendations when needed.
- The Consultant shall review the proposed site locations, structures, electrical systems, facilities, and appurtenances for sufficiency related to the proposed Project and/or scope of services.
- The Consultant shall provide a written summary documenting any identified defects at the proposed site location, structures, electrical systems, facilities, appurtenances, and provided materials or information the Consultant discovers or becomes aware of during the Project, including collaborative discussions, and shall provide collaborative resolution or recommend proposed solutions of identified material findings.
- The Consultant shall actively participate in progress meetings and periodic teleconferences.
- The Consultant shall effectively and efficiently communicate and collaborate with CONB.
- The Consultant shall provide the following:
  - Project Management Plan (Work Plan) and project schedule to review at the kick-off meeting and provide final copies within two (2) weeks of the kick-off meeting. The Project Management Plan typically includes the following:
    - Project name,
    - Project numbers,
    - Project objectives,
    - Project goals,
    - Budget,
    - Project team,
    - Scope of work,
    - Deliverables,
    - Permitting requirements and applications,
    - Easement needs and requirements,
    - QA/QC plan,
    - Design review points,
    - Contact list,
    - Meeting and teleconference schedule,

- Milestone schedule,
- Communication plan for the Project with the CONB,
- File documentation plan for the Project.
- Meeting notes (for all project-related meetings and teleconferences attended),
- Monthly Project progress summary memos provided with the pay applications that typically include the following:
  - Any changes in the scope, schedule, and budget since the last update?
  - Any open or unresolved issues since the last update?
  - What is the status of the project?
- Plant design report(s),
- The Consultant shall track/log design-related issues, open items and questions, unresolved items, action items, and potential risks to the Project,
- 30%, 60%, 90% and Final review materials and meetings,
- Engineer's opinion of probable construction costs and updated milestone schedule with the 30%, 60%, 90% and Final review materials,
- Include summary confirmation of the Consultant's QA/QC reviews with all deliverables and review submittals,
- 30%, 60%, 90% and Final review materials and meetings including:
  - Engineer's opinion of probable construction costs and basis of estimate with the 30%, 60%, 90% and Final review materials,
  - Basis of design (updated with 30% and Final review materials) that shall identify how the design provides the performance and operational requirements of the project and its systems including the technical approach, design parameters, project requirements, assumptions, project permitting needs, design criteria, design codes, and design calculations,
  - Consultant's CPM schedule (updated with the 30%, 60%, 90%, and Final review materials),
  - Agenda for the 30%, 60%, 90%, and Final review meetings that shall include project monitoring and control update, project schedule update, project update, design-related issues, open items and questions, unresolved items, action items, and potential risks to the Project for discussion,
  - Four (4) full-size copies of all drawings and documents, as well as electronic documents (PDF) of all drawings and documents delivered to CONB a minimum of seven (7) working days prior to the review meeting,
  - Four (4) copies of specifications delivered to CONB a minimum of twenty-one (21) working days prior to the review meeting,
  - Include a summary of the Consultant's completion of their QA/QC review process prior the submission of review submission deliverables,
  - 30% Review materials shall include: processes, flows, major equipment and materials



## Section 2

## Scope of Services

information, preliminary schedule, design criteria, plans, layout, stormwater management concepts, outline specifications, equipment data sheets, design parameters, preliminary sizing, design criteria memo, and Agenda for the meeting.

- 60% Review materials shall include: updated 30% information, incorporated 30% review comments, cross discipline coordination, completed processes, flows and all equipment, draft front end specifications (Division 0 and 1), construction phasing plan, landscaping plans, irrigation plans, fencing, erosion control plans, SWPPP, details, maintenance of traffic plans, design calculations, Memo by the EOR stating the geotechnical report and survey are sufficient for their design needs, and Agenda for the meeting.
- 90% Review materials shall include: updated 60% information, incorporated 60% review comments, cross discipline coordination, constructability review, completed detailing, front end specifications (Division 0 and 1) and TOC of technical specifications, bid documents, project manuals or reports, EOR Memo outlining any outstanding design-related issues and potential risks to the Project identified, and Agenda for the meeting.
- Final Review materials shall include: updated 90% materials, incorporated 90% review comments, Agenda for the meeting, and final cross discipline coordination, design calculations, drawings, details, final specifications, bid documents, contract documents, basis of design, project manuals or reports, copies of obtained permits, equipment data sheets for asset management, etc.
- As an optional separate task, when authorized by CONB, provide specialized tank foundation design (other than an on-grade foundation) such as stone columns or piles, if required. The specialized tank foundation design must be needed and authorized by CONB. This will include a revision to the pre-stressed concrete tank design using stone columns or piles, based on the geotechnical report information. Include the additional Post-design Phase services required in this task.
- Permit applications or modifications as required and any supporting documents such as the following:
  - Florida Department of Environmental Protection (FDEP) minor modification to the primary source of reuse water going through the proposed reclaim storage facility, per FDEP Rule 62-610.472(4), F.A.C.
    - Consultant shall develop and implement a groundwater sampling plan to support the minor modification. The Consultant shall collect and deliver samples to one of CONB's laboratory vendors.
    - Prepare well evaluation report summarizing the well performance testing and groundwater sampling activities.
  - Consumptive use permit (CUP) modification application to incorporate the Water Treatment Plant well(s) into CONB's existing CUP,
  - FDEP construction permit application for the reclaimed water main,
  - FDEP construction permit application for a public water main,
  - FDEP construction permit application for a public wastewater main,
  - FDEP permit application for the construction of public water system components for a water treatment plant with supporting documents,

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- FDEP permit application for the construction of public wastewater facility or activity for a wastewater treatment facility with supporting documents,
- FDEP permit application for the construction with supporting documents,
- Preparation of SJRWMD Storm Water Permit Determination letter for review,
  - Preparation of SJRWMD Environmental Resource Permit based on Storm Water Determination.
- Florida Department of Transportation (FDOT) Rights-of-way (ROW) permit application package for construction of within the ROW,
- Florida Department of Transportation (FDOT) utility permit application package,
- Florida Department of Transportation (FDOT) Drainage permit application packages,
- Building permit application packages,
- Preparation of Florida Fish and Wildlife Conservation Commission (FWC) permit as required,
- Preparation of U.S. Army Corps of Engineers (USACE)/ St. Johns River Water Management District (SJRWMD) and/or Florida Department of Environmental Protection (FDEP) Environmental Resource Permitting for any wetland impacts as required,
- Response to at least one permit Request for Additional Information (RAI) for all permit applications. If additional RAIs are required due to incompleteness or errors in the information developed by the Consultant, the additional RAIs shall be provided,
- Inclusion of at least one (1) appropriately signed and sealed full size record copy and one digital (.pdf) copy of all permit correspondence and submissions for a file copy with CONB,
- The Consultant shall determine the application fees needed for each permit application and submit a check request to CONB a minimum of four (4) weeks prior to each permit submission for CONB to pay the permit application fees,
  - Consultant shall submit PDF versions of either a letter or memo requesting each check. Each check request should be on a separate letter/memo and include:
    - Project name
    - CONB project number
    - CONB PA Number
    - Brief explanation/reason for the check
    - Who to make the check out to and contact information (name, address, phone number)
    - Amount of the check
    - Any check delivery instructions (e.g. mail, direct payment, provide to consultant, etc.)
- Attendance of preapplication meetings or meetings with applicable jurisdictional permitting agencies as the EOR determines in the best interest for the Project or permitting needs. Provide notes for all meetings and teleconferences attended,

## Section 2

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- The Consultant shall schedule and attend a kick-off meeting for the project with the project team members, to discuss various topics, including but not limited to the following: CONB project goals and expectations, project work plan and schedule, team members' roles, CONB points of contact, equipment preferences, operational goals, project deliverables, design concepts and constraints, and special requirements,
- Develop and finalize design drawings, specifications, and bid & procurement documents and provide bidding services to include the following:
  - CONB uses standardized Division 0 and Division 1 specifications, based on using Division 16 format, that includes the Engineers Joint Contract Documents Committee (EJCDC) front end specifications. Note that the EJCDC language does allow for awarding projects by parts. At CONB's discretion the Consultant may prepare three separate bid packages of drawings and specifications, a single package of drawings and specifications, or a single package of drawings and specifications awarded by parts. The Consultant shall comply with all obligations of the Engineer or Engineer of Record (EOR) obligations within the EJCDC documents. All technical specifications, drawings, contract documents, and project manuals shall not conflict with any existing CONB's policies, specifications, standards, approved materials, and details,
  - Preparation of procurement documents (bid documents, advertisement(s), addenda, drawings, details, contracts, specifications and requirements, etc.),
  - The Consultant shall interpret plans and specifications, prepare and issue amendments and related drawings, coordinate and attend a pre-bid meeting(s), answer questions and requests for information, develop necessary addenda drawings and specifications, include at least three (3) addenda packages, attend the bid opening(s), review all received Bids (responsive, responsibility, verify references, material deficiency, conformance with solicitation requirements, etc.), provide a certified bid tabulation(s), provide recommendations for award with basis, and conform the contract documents as required by Consultant during the period that CONB issues a solicitation(s) to the public,
  - Preparation of five (5) sets of conformed contract documents for each bid or part (conformed drawings, details, prepare the standard form of agreement (including: update Article 9, contract amounts and Contractor Information), Contractors, bid information, bonds, Contractor's insurance certificates, solicitation, addenda, specifications, geotechnical reports, and requirements, etc.),
  - Preparation of five (5) Issued for Construction (IFC) Documents per contract (drawings, details, contracts, addenda, specifications and requirements, etc.),
  - Coordination and attendance of preconstruction meeting(s) that includes CONB staff, contractors, key permitting agencies, and other applicable utility company representatives,
  - The bidding schedule is typically four (4) to five (5) months from bid advertisement though issuance of the Contractor's NTP,

### Post-Design Phase:

- During the construction phase the Consultant shall perform periodic site visits, attend monthly site meetings, prepare and distribute minutes from those meetings, review shop drawings, samples, operation and maintenance manuals, test results, submittals and submittal logs, mock ups, review and perform detailed cost estimates, review contractor and subcontractor qualifications and subsequently provide recommendations, resolve design errors, review contractor's coordination documents and adherence to the construction schedule, review and verify contractor's change

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orders and prepare Consultant's design change orders, respond to requests for additional information, issue field orders and design clarifications, participate in the preparation of a punch list, and participate in commissioning of the facility. The means, methods, techniques, and safety are the sole responsibility of the contractor and not the responsibility of the Consultant. The Consultant's actions will include such reasonable promptness as to not cause delays in the progress of work while allowing sufficient time for reviews.

- Provide required drawings and supporting documents for the contractor's building permit applications and any required submittals, and/or at least one Request for Additional Information (RAI) of the local City Having Jurisdiction (AHJ). If additional RAIs are required due to incompleteness or errors in the information developed by the Consultant, the additional RAIs shall be provided.
- Review shop drawings, samples, operation and maintenance manuals, test results, submittals and submittal logs. Submittal reviews shall include checking for conformance with information given and the design concept expressed in the contract documents. Items used on the Project and are within CONB's Approved Materials Manual do not need a submittal from the contractor. Reviews are not intended to relieve the contractor of full responsibility for its contract performance.
- Attend and participate in monthly progress meetings with site visit to observe the progress and quality of work performed. Prepare and distribute minutes from those meetings.
- Track the Contractor's schedule and report instances of apparent delays or slippage to CONB for resolution.
- Conduct additional construction site visits with Consultant's staff to observe the progress and quality of the work; determine, in general, if the work is proceeding in accordance with the intent of the technical portion of the contract documents; and view critical operations during construction.
- Document variations from the contract documents and report instances of apparent deviations from the design and any non-conformances observed during field visits to the CONB's project manager.
- Perform Engineer of Record (EOR) obligations including those outlined in the EJCDC documents,
- Perform contractor's Entitlement Review and determination,
- Review and approve contractor's periodic pay requests,
- Respond to Requests for Information (RFI) responses from the contractor,
- Evaluate and respond to contractor-requested deviations from the approved design or specifications, and issue field orders and design clarifications,
- Track and log RFIs, shop drawings, Submittals, Field Orders, Change Orders, and corresponding responses,
- Provide technical interpretation of the drawings, specifications, and contract documents when a Change Order Request (COR) is submitted ,
- Provide startup assistance,
- Conduct final inspections,
- Provide punch lists,

- Upon final completion, verify 'punch list' items are completed and provide written notice certifying to CONB that the Contractor's work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge and belief based on the extent of its services.
- Review operation and maintenance manuals provided by the contractor,
- Certify that the Project has been constructed in substantial conformance with the permitted construction plans and specifications. The contractor shall prepare any as-built drawings for the Consultant's review. The Consultant shall base such review on its site visits, monthly construction meetings, correspondence, and available information supplied by the contractors, onsite representative personnel, suppliers, and other sources. Review submitted as-builts for general conformance with the requirements of the CONB As-Built Specification Standards Manual and substantial conformance with the permitted and conformed contract plans and specifications. Upon acceptance of the as-builts, the Consultant will sign the engineer's certification block on each sheet. The responsibility for the accuracy of the as-builts shall remain the contractors. The Consultant shall report known deviations and non-conformances observed during its review.
- Provide As-Builts reviews, and certifications,
- Provide permit close-out documents and certifications,
- Provide a summary Project debriefing and lessons learned recap,
- Provide CONB file copies of all meeting notes (for all Project related meetings and teleconferences attended), logs, observation reports, site photographs, submittals, close-out documents, certifications, as-builts, manuals, punch lists test results, recommendations, reviews, etc., performed during the post-design phase,
- As an optional separate task, when authorized by CONB, provide part-time Resident Construction Inspection (RCI) - efficiently and effectively perform construction observation to review work procedures, materials of construction, the components for compliance with the contract documents, and completion of the project on-time. The resident construction inspector assigned to the project must have a minimum of five (5) years of experience in construction, including the type of construction and project being observed. Relevant work experience related to water, wastewater and reclaim plant construction and pipe line projects, wells, concrete/steel tank construction, jack and bore projects, and horizontal directional drill projects and shall include soil compaction, density reporting, and concrete testing. The RCI shall include the following certifications: certified per American Society of Mechanical Engineers (ASME) B31.3 (latest) in solvent weld training and qualifications program and certifications older than three (3) years from the project start date shall attend a refresher course, Florida stormwater erosion and sedimentation control qualified inspector, earthwork, concrete work, advanced maintenance of traffic, estimation, and construction safety. Proposed RPIs shall include at least three (3) verifiable and relevant references. RPI preferred degree / certifications include: construction management degree, project management degree, civil/environmental engineering degree, construction manager certification, construction management certification, project management certification, ACI certified concrete technician certification, APWA Certified Public Infrastructure Inspector (CPII) Certification, and CSI's Certified Construction Contract Administration (CCCA) certification. Consultants shall use its past experiences to give professional guidance and judgement that provides active participation in the project collaboration with CONB and the engineer of record (EOR). Part-time RCI services for the project shall include the following items:
  - Attend preconstruction meeting,

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- Attend and participate in monthly progress meetings,
- Keeping track of material certifications, quantities of work performed, rate of progress, and quality and acceptability of material furnished,
- Tracking the Contractor's schedule and report instances of apparent delays or slippage to the EOR and City for resolution,
- Observing the quality and workmanship of the work,
- Determine compliance with project contract documents/specifications,
- Monitoring the overall progress of the project for compliance with the work schedule,
- Verifying compliance with sedimentation and erosion control plan,
- Assure the project is in accordance with Federal, State, County, funding agency requirements, and/or permit requirements,
- Tracking contractors and subcontractors used on the project,
- Tracking stored materials and equipment on the site for use on the project,
- Tracking daily weather conditions at the project site,
- Interacting with agencies and residents to address complaints and other questions and concerns,
- Maintaining ongoing communications with proper permit agency staff so that work does not conflict with permits and local ordinances,
- Provide appropriate field documentation of each construction phase throughout the duration of the project. This will include digital photos, daily written inspection reports, appropriate sketches of work installed, continuous record of field deviations from plans, etc.
- Provide weekly project updates to the City,
- Utilize the City's construction reporting forms,
- Complete contractor past performance rating (CPPR) reports monthly,
- Document variations from the contract documents and report instances of apparent non-compliance to the EOR and City for resolution,
- Witness required testing for the project and log results,
- Consultants shall provide a density\earthwork log book.

Upon completion of tasks, the Consultant will submit final copies of the documents and deliverables listed along with any necessary supporting documentation signed and sealed in accordance with 61G15-23.001, F.A.C.,

Provide milestone schedule for completion of the tasks and deliverables for the Project from issuance of the NTP through procurement. The Consultant and CONB shall mutually agree to a schedule for progress reporting for the Project. Progress reporting shall include, but is not limited to, critical path design schedule with defined milestones, meeting minutes, with assigned action items, telephone log of significant calls, transmittal and submittal logs, issues or questions log, risk register, job site inspection reports, field directives, and punch list. The schedule shall be updated and submitted with each design review and/or monthly progress meeting during the post-design phase. Consultant shall complete all work according to the mutually agreed schedule and provide deliverables in a timely manner. The Consultant shall provide documentation

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of performance monitoring and measurements for each project. Documentation will be delivered to CONB in accordance with the schedule agreed to by both parties and may include a checklist for project coordination and project meeting review, checklist for project deliverables, and conformance to assigned design schedules.

Fees to the Consultant shall be based on the established negotiated Rate Schedule. The Consultant's services, fees, and invoices shall be in accordance with the terms and conditions of the agreement.

Services provided may include, but are not limited to, the following:

1. Facility Warranty Reviews – This service supports final, in-warranty inspection of new facility construction and/or renovations inclusive of a given facility's conditions. This warranty inspection review is performed along with the project development team comprised of the Consultant, CONB's designated representative, and the Project Manager prior to the end of warranty period for new facility construction and renovations.
2. Investigation and Repair Services - This service facilitates the inspection of existing facilities and/or renovations inclusive of a given facility's conditions. Inspections shall identify the root causes, issues and the specific items needed for the repair and replacement of the deficient items, and the Consultant shall prepare a report outlining its findings and recommend solutions and may be further incorporated into the design process.

Consultant will work under the direction of CONB's designated representative.

Presentation products, architectural, and engineering construction drawings and written product and performance specifications will be delivered to CONB in hard copy and electronic format (PDF and DWG Autodesk format files). CONB uses AutoCAD for its Computer Aided Design (CAD) software. The Consultant shall follow the National CAD Standards layer naming standards. Deliverables of electronic versions of drawings shall use native DWG Autodesk format files created in AutoCAD or Civil 3d. CONB shall determine the number of hard copies to be provided by the Consultant. Bound reports and other similar work products may be required.

The Consultant's work shall comply with the standards set forth by the applicable building codes and laws, professional licensing organizations, and authorities having jurisdiction. It is the responsibility of the Consultant for the accuracy and completeness of its design as based upon the requested deliverable.

This Project, or any portion thereof, may span beyond a single budget year and subject to CONB's budget approval process, and this Project and the Consultant's services could be suspended from time to time for various periods of time or during any of the Consultant's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of CONB.

Should the City receive a Cost Share agreement with the SJRWMD or funding grant from the FDEP the Consultant shall comply with the schedule requirements of CONB's SJRWMD/FDEP Agreement, provide CONB quarterly and final report support information as required in the agreement for CONB's review and acceptance, and complete all tasks in accordance with the CONB's SJRWMD/FDEP agreement requirements and obligations.

**Letter of Interest**

**Request for Qualifications (RFQ)**

General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)

**Professional Services**

**Due Date: 2:00 pm (Eastern Time Zone) July 29, 2021**

To: Issuing Office  
City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266

**Name of Firm Submitting Response:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Name of Person Submitting the RFQ:** \_\_\_\_\_  
**(Must be an officer of the firm)**

**Acknowledge all Addenda:** \_\_\_\_\_

The Consultant, person, or affiliate, by affixing his signature to this Letter of Interest agrees to the following:

1. Certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
2. Certifies that it has not been placed on the State of Florida convicted vendor list following a conviction for a public entity crime.
3. Certifies that it has a valid occupational license or business tax receipt issued for the type of services to be performed.
4. Certifies that it is authorized and licensed under Florida Statutes to perform the professional services for the type of services to be performed.
5. Acknowledges that a firm(s) or individual(s) adversely affected by the City's decision shall file a written Notice of Protest within 72 hours after the selection by the City, and failure to file shall constitute a waiver of proceedings under Chapter 120.57(3)a(3) F.S.
6. Acknowledges that qualifications received either by mail, courier, delivery, hand delivered or any other method to the wrong location or after the stated time and date shall not be accepted.
7. Acknowledges that the City reserves the right to reject any and all qualifications, to waive any informality, to re-advertise for request of qualifications, and/or to accept that qualifications which is in the best interest of the City.
8. Acknowledges that unauthorized contact with the City's employees may result in rejection of the qualifications.
9. Acknowledges that it is the respondent's responsibility to obtain any ADDENDA from the Issuing Office prior to the due date and submission.
10. Acknowledges that it is the respondent's responsibility to read the RFQ and example professional services agreement. Any variances must be clearly noted by the respondent and shall be attached as an appendix. The respondent's RFQ may be deemed nonresponsive, if the respondent decides to submit any variances after the opening date. If no variances or objections are submitted with the respondent's submission it is hereby implied that no objection is taken with the RFQ, or contract terms and conditions.

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

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



**Submission Checklist****Request for Qualifications (RFQ)  
General Engineering Continuing Contract (GECC)  
(CONB RFQ No. 2021-04)  
Professional Services****Due Date: 2:00 pm (Eastern Time Zone) July 29, 2021**

- Completed Letter of Interest
- Included a one-page executive summary (as specified in Instruction to Bidders)
- Included cover
- Included a table of contents
- Completed Sworn Statement(s) (for the Consultant and all subconsultant(s))
- Completed W-9(s) (for the Consultant and all subconsultant(s))
- Completed Standard Form 330 (as tailored in the Section 1 - Instructions to Bidders)
- Completed Standard Form 330 Part II General Qualifications (for the Consultant and all subconsultant(s))
- Included organization chart (as specified in Instruction to Bidders)
- Provide references for separate and verifiable professional services similar to the current solicited project services.
- Copies of valid occupational license or business tax receipt issued for the type of services to be performed (for the Consultant and all subconsultant)
- Included copies of Certificates of Authorizations (for the Consultant and all subconsultant)
- Included copies of occupational and professional licenses (for all key personnel)
- Included copies of current minority business enterprise certifications
- Included copies of Insurance certificates (for proposal purposes)
- Attach listing of any additional accomplishments such significant awards, technical papers, publications, and recognitions of the Consultant in the professional expertise areas of the RFQ,
- Included at least 3 recommendation letters
- Confirmed any ADDENDA with the Issuing Office prior to submission
- Acknowledged any ADDENDA on the Letter of Interest prior to submission
- Prepared one (1) original and one (1) digital PDF version, in a sealed opaque package and clearly marked on the front and back exterior of the packaging "General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)" so that it is distinguishable from normal mail or packages.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Neptune Beach  
(print name of public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B), Florida Statutes means finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment, or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which aids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

STATE OF \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of individual signing), who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

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

<p><b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>	
<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>			
<p><b>2</b> Business name/disregarded entity name, if different from above</p>			
<p>Print or type. See Specific Instructions on page 3.</p>	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>		<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>		<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>		
	<p><b>7</b> List account number(s) here (optional)</p>		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>OR</b>				
<b>Employer identification number</b>				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
  - Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
  - If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*
- Form 1099-INT (interest earned or paid)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

##### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Neptune Beach
116 1st Street
Neptune Beach, Florida 32266
Telephone (904) 270-2400

Professional Services Agreement

This "Agreement" (herein so called) entered into on this day of \_\_\_\_\_, by and between the City of Neptune Beach, a municipality and political subdivision of the State of Florida, existing and created under the Laws of Florida, (hereinafter referred to as "City"), and \_\_\_\_\_ (hereinafter referred to as "Consultant") authorized to do business in the State of Florida; whose address is \_\_\_\_\_ for \_\_\_\_\_ General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04) (hereinafter referred to as the "Project"). This Agreement shall remain in effect until \_\_\_\_\_ unless terminated as provided herein, or extended by mutual agreement in writing (herein referred to as Duration).

RECITALS:

WHEREAS, in response to a publicly advertised Request for Qualifications, the Consultant submitted qualifications to the City and was selected by the City as a qualified applicant in the best interest of the City; and

WHEREAS, the City and the Consultant have negotiated mutually satisfactory terms for the execution of the Agreement and is incorporated by reference and made part hereof; and

WHEREAS, the Consultant hereby certifies it has been granted and possesses valid, current licenses to do business in the State of Florida, issued by the respective State Board(s) responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereto agree that, with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties, a legally enforceable contract shall exist between both parties consisting of:

1. SERVICES BY THE CONSULTANT:

- A. ASSIGNMENT OF WORK: Work to be performed by the Consultant shall be determined by the City. The Consultant and the City shall mutually negotiate all work. The Consultant shall prepare a detailed scope of services (hereinafter referred to as "Scope"), list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Project for the City's review and approval prior to the Consultant beginning any work. Fees shall be based on the established contract hourly rates, fees and charges (hereinafter referred to as "Rate Schedule"). The mutually agreed to Scope, schedule, fee and Rate Schedule shall be included as attachments to this Agreement.
B. COMMENCEMENT OF WORK: The Consultant shall not commence work on the Project or Supplemental Agreement(s) without prior written Notice to Proceed (hereinafter referred to as "NTP") by the City. Following the issuance of such NTP the Consultant shall be authorized to commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. The Consultant hereby releases the City from any claim for damages or compensation, whether in contract, tort or otherwise, in the event that no NTP is issued pursuant to this Agreement.
C. SCHEDULE OF WORK: All services and duties shall be conducted and performed by the Consultant diligently, completely

and in accordance with professional standards of conduct and performance. The Consultant acknowledges the importance of the City's schedules and agrees to put forth its reasonable professional efforts in performing the services under this Agreement with due diligence to achieve the mutually agreed upon schedules. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all Supplemental Agreement(s) and Scope(s) will be provided, performed and completed in a timely and diligent manner throughout. Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement and its Supplemental Agreement(s) as a result of causes beyond the control of the Consultant, or its subconsultant(s) and/or subcontractor(s), and not due to its fault or neglect, the Consultant shall notify the City in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time performance. Upon receipt of the Consultant's request for an extension of time, the City will begin determination with the Consultant of the length of extension and legitimacy of cause.

- D. **ADDITIONAL SERVICES:** "Additional Services" (herein so called) beyond the work identified in the Agreement Scope shall only be authorized to be performed or provided by the Consultant when agreed to in writing in advance by both parties in the form of a Supplemental Agreement. In any case in which the Consultant deems that additional compensation is due for its services or materials which is not expressly covered in the Scope, or not specifically authorized in writing by the City, the Consultant shall notify the City in writing and must receive prior written approval therefrom the City. If the Consultant does not provide its written notice or does not receive the City's written approval prior to performing or providing any Additional Services, the Consultant shall not receive any additional compensation for the same. When requested, by the City, the Consultant shall prepare a detailed Scope, list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Supplemental Agreement for the City's review and approval prior to beginning any work. Fees shall be based on the established contract Rate Schedule.
- E. **QUALITY CONTROL:** The Consultant shall perform Quality Control (hereinafter referred to as "QC") review for all deliverables and supporting work prepared by the Consultant upon which those documents are based. The Consultant shall provide the City with a summary of each QC reviewed document which identifies the document reviewed and the QC review steps that were performed. The Consultant shall keep the original or copy of each QC reviewed document bearing distinguishable markings that identify the QC review steps that were performed by whom and when for the Duration of this Agreement and in accordance with the Retention of Documents section of this Agreement. The Consultant shall provide copies of the QC documents to the City upon request.
- F. **STANDARD OF CARE:** The Consultant shall put forth its reasonable professional efforts to comply with applicable laws, codes, rules and regulations in effect as of the date of the execution of this Agreement and the date of deliverables or submissions. In providing services the Consultant shall perform in a manner which, at a minimum, is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant is responsible for the quality, accuracy, completeness, and coordination of all deliverables and other services the Consultant or its subconsultants, subcontractors, or vendors provide.
- G. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** In providing estimates of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or a contractor's pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's estimate of probable construction cost.
- H. **CERTIFY, CERTIFICATION:** A statement of the Consultant's opinion, based on its own observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied.
- I. **PERMITS AND APPROVALS:** The Consultant shall assist the City in preparing, coordinating, applying and submitting for those permits, approvals and extensions required by law and rule for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms and other supportive information necessary to the appropriate regulatory agencies having jurisdiction over the Consultant's documents and other services normally provided by the Consultant and shall be included in the Scope and Supplemental Agreement(s).
- J. **LICENSES:** The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida, including but not limited to licenses required by the respective State Board(s) and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement and the Scope and services provided therein.

K. **RESPONSIBILITY TO CORRECT:** In accordance with the generally accepted standards of the Consultant's profession, the Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided and/or furnished by Consultant or by any subconsultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement (hereinafter referred to as "*Work Products*"). The Consultant shall, without additional compensation, correct, revise, or have corrected or revised any errors, omissions and other deficiencies in such Work Products resulting from Consultant or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant.

## 2. COMPENSATION:

A. **OVERHEAD AND PROFIT RATES:** Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Fees to the Consultant shall be established based on raw hourly salary rates plus a not to exceed overhead and profit rate factor of 2.15 for a combined hourly multiplier of 3.10 for services. Profit rates shall only be applied to direct labor plus overhead. If the City determines that multipliers charged by any Consultant exceeded the rates supported by audit, Consultant shall be required to reimburse such funds to the City within thirty (30) days of written notification. No markup or profit shall be paid on non-labor related job costs, reimbursables, or on services provided by subconsultants, vendors or others. Any work or professional services subcontracted for by the Consultant for which the City has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the City only in the exact amount reasonably incurred by the Consultant. No other such subcontracted services shall be reimbursed.

B. **COMPLETION:** Payment of the entire fee or lump sum amount is contingent upon Consultant's final completion of the entire Scope as specified in this Agreement. Such final completion of the Scope must be acceptable to and accepted by the City. Such acceptance by the City may not be unreasonably denied. In the event the Consultant does not complete the entire Scope, then the lump sum amount will be pro-rated using the ratio that the amount actually completed, and which is acceptable to and accepted by the City bears to the entire Scope. Unless otherwise set forth in this Agreement the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the Scope and conformance with the provisions of this Agreement.

C. **INVOICE PROCEDURE:** Invoices shall be submitted by the Consultant monthly on an "as incurred" basis, and shall be made by the City in accordance with the Florida Statute Chapter 218 Local Government Prompt Payment Act (the "*Act*"). Upon receipt of a proper statement, invoice or draw request the City shall have the number of days provided in the Act in which to make payment. Invoices shall be in a form and containing such documentation as reasonably required by the City. Each such invoice shall include project name, project number, breakdown of charges, description of service(s), work provided and/or performed, supportive documentation, the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. If the City objects to any portion of an invoice, the City shall so notify the Consultant. The City shall identify specific cause of the disagreement and the amount in dispute and request revision. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

D. **PROMPT PAYMENT TO SUBCONSULTANTS AND VENDORS:** The Consultant as a condition precedent to progress and final payments to the Consultant, the Consultant shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that the Consultant has made proper payments to its subconsultants and vendors from all prior payments that Consultant has received from the City. The Consultant shall not unreasonably withhold payments to subconsultants and vendors if such payments have been made to the Consultant. If the Consultant withholds payment to its subconsultants and vendors, which payment has been made by the City to the Consultant, the Consultant shall return said payment to the City. The Consultant's failure to pay undisputed amounts to the subconsultants and vendors within thirty (30) business days, after the Consultant receives payment from the City, shall be a breach of this Agreement and may result in termination of this Agreement in the discretion of the City.

E. **PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF CITY:** In the event of termination of this Agreement at the convenience of the City, and not due to the fault of the Consultant, the City shall compensate the Consultant only for: (1) all services performed prior to the effective date of termination, including the overhead and profit allocable to

the services performed; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the Consultant's submittal to the City of drawings, plans, data, and other documents therefor.

- F. **PAYMENT WHEN SERVICES ARE SUSPENDED:** In the event the City suspends the Consultant's services of work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for services performed prior to the effective date of suspension, including the overhead and profit allocable to the services performed, and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.
- G. **NON-ENTITLEMENT TO ANTICIPATED FEES:** In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: termination; suspension in whole or in part; and and/or are modified by the subsequent issuance of Supplemental Agreement(s) other than receiving the compensation set forth in Sections 2.E and 2.F above, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.
- H. **TRAVEL:** The City shall not be billed or invoiced for time spent traveling to and from the Consultant's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered, other than as provided for in this Agreement. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the City to reimburse the Consultant for the same, then the City shall reimburse the Consultant only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Consultant has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Consultant for its reasonable expense incurred thereby provided prior approval of the Executive Director of the City, or its designee, is obtained.
- I. **REIMBURSIBLE:** The City shall not be liable to reimburse the Consultant for any courier service, telephone, facsimile, copying expenses or postage charges incurred by the Consultant.

### 3. PERSONNEL:

- A. **QUALIFIED PERSONNEL:** The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all Scope to be provided pursuant to this Agreement.
  - B. **CONSULTANT'S PROJECT MANAGER:** The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the "*Consultant's Project Manager*" (herein so called). The Consultant's Project Manager shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the Scope to be provided and performed under this Agreement, Scope, and Supplemental Agreement(s) thereto. The Consultant's Project Manager shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement, Scope, and Supplemental Agreement(s) unless substitute arrangements have been furnished in advance to the City by the Consultant in writing. The Consultant agrees that the Consultant's Project Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the Scope and services provided and performed by the Consultant throughout the entire period this Agreement is in effect.
4. **RETENTION OF DOCUMENTS:** The Consultant agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than five (5) years, in a reasonably accessible manner consistent with the Consultant's internal document retention policy.
- A. **REASONABLY ACCESSIBLE:** In order to be considered reasonably accessible, such documents must not be deleted or totally destroyed such that they cannot be reproduced or only be restored at a significant cost.
  - B. **DOCUMENT RETENTION POLICY:** A written policy by which each employee, subcontractor, and subconsultant and its subcontractors or subconsultants of any tier, follows the same protocol to retain all required documents related to a project in a consistent, organized manner sufficient to allow efficient retrieval of same.
5. **PUBLIC FUNDS:** The City's performance of this Agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the City.
6. **EXTENT OF AGREEMENT:** This Agreement, together with the Request for Qualifications ("RFQ"), Addendums, Consultant's response submittal to the RFQ, all attachments and forms, IRS Form W-9, represents the final and completely integrated



Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Consultant’s written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Consultant available on the Consultant’s website or retained in the Consultant’s office are incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the City.

- 7. **INSURANCE:** The Consultant will be expected to obtain and maintain the following insurance coverage during the term of this Agreement and present a certificate verifying the same:

<u>Insurance:</u>	<u>Minimum Limits:</u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	\$1,000,000.00
Combined single limit	\$1,000,000.00
Workers Compensation	Per Statutory limits in compliance with State and Federal Laws
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

The Consultant shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City. **Note: The City shall be designated as an Additional Insured on the General Liability policy. The City shall also be listed as a named insurance certificate holder by the successful Consultant prior to beginning work.** (This requirement is excepted for Worker’s Compensation Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. The Consultant shall procure and maintain, at its sole expense for the period of design and construction of any project improvements contemplated by the Scope and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated above. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement. Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

- 8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The City shall retain ownership of all Work Products including electronic files, field data, pictures, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall not be liable for any re-use of such documents for other than the specific purpose intended without the Consultant’s written verification or adaptation thereof.
- 9. **NON-RENEW:** Any pre-printed provisions of the Consultant’s written materials, contract forms or documents to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.
- 10. **STATUS:** Any pre-printed provisions of the Consultant’s written materials, contract forms, or documents to the contrary notwithstanding, the City’s entry into the contract or agreement with Consultant does not give Consultant any preferential status, “most favored nations” status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the City.
- 11. **TERMINATION AND SUSPENSION:** The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days’ notice to the other in writing. In the event of termination, all finished or unfinished Work Products prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates this

Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. This Agreement shall be terminated, with twenty-four (24) hour notice to the Consultant in the event that funds become unavailable to the City for any reason whatsoever. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time or during any of the Consultant's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of the City.

12. **INDEPENDENT CONTRACTOR:** Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Consultant as a result of its status as an independent contractor. Consultant is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.
13. **CONFLICT OF INTEREST:** The Consultant represents that to the best of its knowledge and belief it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. If Consultant, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by the Consultant or such subconsultant under this Agreement, then it will promptly bring such conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) business days if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by the City. If the City determines that there is no such conflict of interest, then the City shall give its written consent to such representation. If Consultant or subconsultant accepts such a representation, without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such subconsultant under this Agreement, then the Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of such subconsultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the City as provided herein above of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.
14. **CITY'S APPROVAL:** Neither review, approval, or acceptance by the City of services or Work Products furnished by the Consultant, or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant, shall not in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services or Work Products or any and all of its subconsultant(s), vendor(s) and/or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services or Work Products shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
15. **CONFIDENTIALITY AND PUBLIC RECORDS COMPLAINT:** The Consultant agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, firm or organization, without the City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Consultant or any subconsultant(s) or subcontractor(s), pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Consultant will keep and maintain public records required by the City, which is a public agency, in order for the Consultant to perform the services and the work required by the Scope, and upon request from the City's custodian of public records, Contractor shall provide the City 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 Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Consultant shall require all of its employees, subconsultant(s) and subcontractor(s) to comply with provisions of this paragraph. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, AT (904) 270-2400, CLERK@NBFL.US, 116 1<sup>ST</sup> STREET, NEPTUNE BEACH, FLORIDA 32266.
16. **PROPERTY DAMAGE:** The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or



caused by, the willful or intentional misconduct or negligent acts of the Consultant, or its subconsultants and/or subcontractors. The Consultant's obligation under this subsection does not apply to property damage caused in whole or in part by any other consultant or contractor engaged directly by the City. The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant's compensation fund or by the Consultant reimbursing the City directly for all such costs and expenses.

17. **NONDISCRIMINATION AND EQUAL OPORTUNITY:** The Consultant shall comply with all state and federal laws, as currently written or hereafter amended, or other applicable laws prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in or as otherwise permitted by other applicable laws. Consultant's or its subconsultants, subcontractors and/or vendors shall be certified as minority business enterprise as defined in Section 288.703, Florida Statutes, to count towards participation goals or requirements. The failure of the Consultant to adhere to relevant stated requirements shall subject the Consultant to any sanctions which may be imposed upon the City.
18. **PROHIBITION AGAINST CONTINGENT FEES:** The Consultant shall not have employed or retained any company or person, other than an employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than an employee working for the Consultant, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.
19. **INDEMNIFICATION:** The Consultant shall indemnify and hold harmless the City, and the City's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the City provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the City's sovereign immunity.
20. **GOVERNING LAW:** The City and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state of Florida without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Duval County, Florida.
21. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or relate to the Consultant's performance of the Agreement, the City and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation. The Consultant further agrees to include a similar mediation provision in all agreements with independent subcontractors and subconsultants retained by the Consultant for this Agreement, Scope, or any Supplemental Agreement(s), and to require all independent subcontractors and subconsultants also to include a similar mediation provision in all agreements with its subcontractors, subconsultants, suppliers, vendors and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The City shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("NADN"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.
22. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant. The Consultant's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this

Agreement, Scope, or Supplemental Agreement(s) to carry out the intent of this provision.

23. **TRUTH IN NEGOTIATION CERTIFICATE:** The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the Compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement, Scope, or Supplemental Agreement(s).
24. **AMENDMENTS:** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.
25. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
26. **ATTORNEY'S FEES:** In any action involving the enforcement or interpretation of this Agreement, each party, whether the City or the Consultant, shall be responsible for its own respective attorneys' fees and costs.
27. **WAIVER:** The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.
28. **SURVIVAL OF REMEDIES:** The parties' remedies shall survive the termination of this Agreement.
29. **PROVISIONS SEVERABLE:** In the event any of the provisions of this agreement should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
30. **FINANCIAL CONSEQUENCES:** Should the Consultant fail to comply with any term of this Agreement, the City shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold payments pending correction of the deficiency,
  - Disallow all or part of the cost of the activity or action not in compliance,
  - Wholly or partially suspend or terminate this Agreement,
  - Withhold further awards to the Consultant, and/or
  - Take further remedies that may be legally or equitably available.
31. **NOTICES BY CONSULTANT TO CITY:** All notices required or permitted hereunder by the Consultant to the City shall be in writing and shall be served on the City at the following address:

City of Neptune Beach  
 Attn: Stefen Wynn, City Manager  
 116 1<sup>st</sup> Street  
 Neptune Beach, FL 32266  
 e-mail: [cm@nbfl.us](mailto:cm@nbfl.us)

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the City's written notice to the Consultant; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

**Section 4**

**Example Professional Services Agreement**

32. **NOTICES BY THE CITY TO CONSULTANT:** All notices required pursuant or permitted hereunder by the City to the Consultant shall be in writing and shall be served on the Consultant at the following address:

\_\_\_\_\_

(Consultant's Business Name)

\_\_\_\_\_

(Street Address)

\_\_\_\_\_

(City, State, Zip)

\_\_\_\_\_

(Attention)

\_\_\_\_\_

(e-mail)

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the Consultant's written notice to the City; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Neptune Beach

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
Stefen Wynn  
City Manager

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

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

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

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

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

**Section 5**

**Example RFQ Evaluation Sheet**

General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)

Firm: \_\_\_\_\_

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

Evaluator: \_\_\_\_\_

**Past Experience:**

	<b>Max. Points</b>
_____ Firm's experience working with the public sector.	5
_____ Key personnel's experience with public sector.	5
_____ Firm's experience, capabilities, and ability related to similar project scope.	5
_____ Key personnel's experience, capabilities, and ability related to similar project scope.	5
_____ Key personnel included.	5
_____ Experience/capabilities included.	5
_____ Included at least five (5) completed projects performed within the last eight (8) years closely match the scope of work for this project 1 point for each applicable project.	5
_____ Firm and key personnel appear to have experience with similar types of continuing service contracts.	5
<b>Subtotal of Points (40 Points Max.)</b>	

**Accessibility of the Consultant:**

_____ Firm has an operating office in Duval County or adjacent counties (Duval, Clay, St. Johns, Nassau, Alachua, and Baker).	5
_____ Percentage of Key personnel located in Duval County or adjacent counties (Duval, Clay, St. Johns, Nassau, Alachua, and Baker).	5
_____ Firm does not have operating offices in Duval County or surrounding counties but has operating office within Florida.	2
<b>Subtotal of Points (10 Points Max.)</b>	

**Qualifications:**

_____ Firm and key personnel appear licensed under Florida Statutes to perform the professional services.	4
_____ Project approach and understanding of this project that includes Statement of Work and Project Management Plan and understanding of this type of continuing service contract and the typical prototype project(s).	10
_____ Proposed innovative and cost saving ideas for this project and ability to incorporate them into similar projects.	5
_____ Adequacy of personnel to perform on continuing service contracts.	5
_____ Consultant's present and projected workloads.	3
_____ The Consultant's ability to adapt ex. schedules, work flows, projected capacity levels, and capability of adding the additional project(s)	3
_____ The provided typ. communication plan for project(s) with the City will optimize workflows and minimize the disruptions to staff.	3
_____ Provided an ex. milestone schedule(s) from issuance of the NTP through procurement documents showing deliverables.	3
_____ Williness and ability to meet the CONB's time requirements for this project.	3
_____ Willingness to meet the CONB's budget requirements for this project.	3
_____ Discussed prior history in minimal number of Consultant and contractor driven change orders with agencies.	3
_____ Discussed any of the Consultant's practices, procedures or policies aimed at reducing contractor driven change orders.	3
_____ Discussed prior history in completing projects on time and within budget.	3
_____ Discussed prior accuracy with opinion of probable construction costs compared with Bid results.	3
_____ Volume of work previously awarded to each Consultant by CONB over the last three 3 years. (1 point for every \$200,000 increment awarded up to 10 points).	10
_____ Past performance quality rating (Poor: 0, Fair: 2, Good: 3 or new Consultant, Very Good: 4, Outstanding: 5).	5
_____ Minority business enterprise participation as defined in Section 288.703 Florida Statutes. (1 points for each 20% of minority participation and 1 point when the prime consultant is a minority business).	5
_____ Past record and accomplishments.	3
_____ Included at least 3 references along with contact information (1 point for each reference).	3
_____ Ability to follow directions as evident by complying with the RFQ directions.	5
<b>Subtotal of Points (85 Points Max.)</b>	

**Score:**

\_\_\_\_\_ **Total Points (135 Points Max.)**



**Special Meeting  
Agenda Item # 6  
Neopost Insert Folder**

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

<b>AGENDA ITEM:</b>	Approval of Lease of Neopost Folder Inserter
<b>SUBMITTED BY:</b>	City Manager Stefen Wynn
<b>DATE:</b>	May 12, 2021
<b>BACKGROUND:</b>	<p>With the implementation of the Tyler Technology ERP System. the Utility Department will be generating utility bills in-house to those who receive them via U.S. mail.</p> <p>The Neopost Folder Inserter is necessary for the preparation of the utility bills.</p> <p>The City received three quotes and American Business Systems was the lowest price.</p>
<b>BUDGET:</b>	\$16,743.60 for the 36-month lease through American Business Systems.
<b>RECOMMENDATION:</b>	Approve the lease of the Neopost Folder Inserter
<b>ATTACHMENT:</b>	Prices and Information for Folder Inserter

**CITY OF NEPTUNE BEACH, FLORIDA**

116 First Street  
(904) 270-2400 - Fax: 270-2417

6512

**PURCHASE AUTHORIZATION**

**Vendor Name:** American Business Systems **Date:** 4/30/2021  
**Vendor Address:** 9637 Hood Road **Phone Number:** \_\_\_\_\_  
Jacksonville, FL 32257-1127 **Contact:** Tammy Lewis  
**Requesting Department:** Utility Billing/Finance **Account to Charge:** 401-4335535. 6064 = 8371.80  
**Purpose or Use:** Folder/Inserter for utility billing mail out 401-4336536. 3034 = 8371.80  
**Vehicle or Equipment Number:** N/A \$16,743.60

Quotes (check the appropriate box)

- \_\_\_\_\_ \$500-\$999 Two verbal quotes  
 \_\_\_\_\_ \$1,000-\$9,999 Three quotes signed by vendor  
 \_\_\_\_\_ \$10,000 and over-Appropriate Authorization and Project Approved by Council

Quantity	Description	Price	Total
36 mts	Neopost Folder Inserter Lease (per attached proposal)  <b>State Contract 44102100-17-1</b>	\$465.10	\$16,743.60
<b>TOTAL AMOUNT OF PURCHASE</b>			\$16,743.60

APPROVED: *Rosemary A. Marrero*  
 Department Head

5/4/21  
 Date

APPROVED: \_\_\_\_\_  
 Finance Director

\_\_\_\_\_ Date

APPROVED: *Cheryl L. Bäck*  
 City Manager

5/4/2021  
 Date

Prepared by: Cheryl L. Bäck



# AMERICAN BUSINESS SYSTEMS

**NORTH FLORIDA'S FULL LINE OFFICE EQUIPMENT SUPPLIER**

Postage Meters, Mailing Machines, Copiers, Fax, Paper Folders, Inserters,  
Letter Openers, Addressing Printers, Shipping and Mail Accounting Systems

9637 Hood Rd • Jacksonville, FL 32257-1127 • Ph (904) 880-2176 • Fax (904) 880-2177  
Email address: [Email@absjacksonville.com](mailto:Email@absjacksonville.com) Website: [www.absjacksonville.com](http://www.absjacksonville.com)

**PURCHASE ORDER MUST BE ISSUED TO MAILFINANCE INC, 478 WHEELERS FARMS ROAD, MILFORD CT 06461.**

**PURCHASE ORDER MUST BE SENT TO AMERICAN BUSINESS SYSTEMS, ATTN Tammy Lewis**

Purchase Order must state lease term in months, lease start date and show State Contract # 44102100-17-1

February 9<sup>th</sup>, 2021

**PROPOSAL PREPARED FOR:** CITY OF NEPTUNE BEACH  
Neptune Beach, FL

**PROPOSAL PREPARED BY:** Tammy Lewis

**EQUIPMENT PROPOSAL:** NEOPOST FOLDER INSERTER

State Contract 44102100-17-1

**DS64I- 3 Station Expert**  
**Two Auto Feeder**  
**One Auto BRE Feeder**  
**Tri-Fold Up to 5 Sheets 20lb. Bond Paper**  
**Up to 15,000 Inserts Monthly**

**EQUIPMENT LEASE PROGRAM:**

60-month lease	\$360.87 per month
48-month lease	\$399.72 per month
36-month lease	\$465.10 per month
	Billed monthly in arrears

**MAINTENANCE PROGRAM**

Includes all parts, labor, and service calls      Included in lease payment

This proposal is valid through 2/28/2021

It is my sincere pleasure to work with **CITY OF NEPTUNE BEACH**. Thank you for your interest **AMERICAN BUSINESS SYSTEMS** and **NEOPOST**.  
in

Sincerely,

*Tammy Lewis*

Tammy Lewis  
Neopost Solutions Specialist

Doc: 6329

Authorized Dealer for:





DS-64i

Folder Inserter

## User-Friendly Mail Assembly Solution





# User-Friendly Mail Assembly Solution

## Versatile, Intuitive and Productive

The DS-64i folder inserter can accommodate a wide range of documents, inserts and business reply envelopes (BRE) making it the ideal choice for a variety of applications and office environments. The DS-64i combines unparalleled ease-of-use with advanced technology. The intuitive color touch screen control panel prompts the operator through each step of job setup and operation. Neopost Remote Assistance enables folder inserter diagnostics and operator support to increase mail assembly productivity.

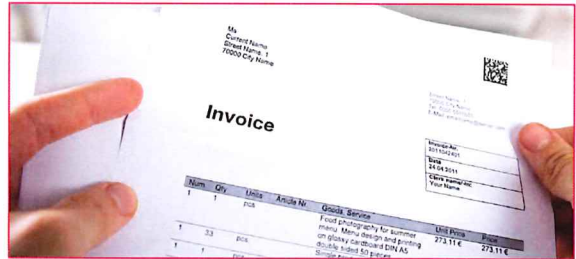
## Easy Operation

The color touch screen display and automatic job setup make the DS-64i exceptionally easy to use. Simply load envelopes and documents and the DS-64i will adjust all settings automatically and even save them to the memory for instant recall. And, with automatic adjusting feeders, it can't get any easier.



## Multi-Page Processing

Efficiently and accurately assemble and process multi-page sets. The internal CIS scanner reads inserter control codes (OMR, OCR or BCR) which can be printed nearly anywhere on the document, providing you hours of time savings and getting your mail out faster.

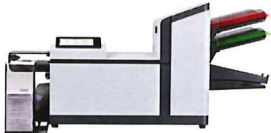


## The DS-64i Can Be Custom Configured



### Increase Processing Efficiency

- A single multi-functional feeder
- An intuitive easy-to-use control panel



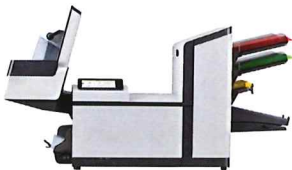
### Prepare Invoices and Statements

- Two multi-functional feeders
- Finished envelope side exit
- Store and recall up to 50 jobs



### Easily Create Marketing Mail

- Crisply fold up to 8 pages
- Load 1,200 inserts or 325 BREs with optional MaxiFeeder



### Add Business Reply Envelopes

- Feed sheets, inserts or BREs
- High-capacity vertical stacker
- Automate multi-sheet documents

## Business Impact



### Revenue Growth

Maximize opportunities to better communicate with customers



### Risk Mitigation

Ensure that every recipient receives the right mailpiece



### Customer Engagement

Create your own professional looking mailpieces



### Expense Control

Maximize productivity thanks to ease of use and speed

## DS-64i

### 1. High-Capacity Vertical Stacker

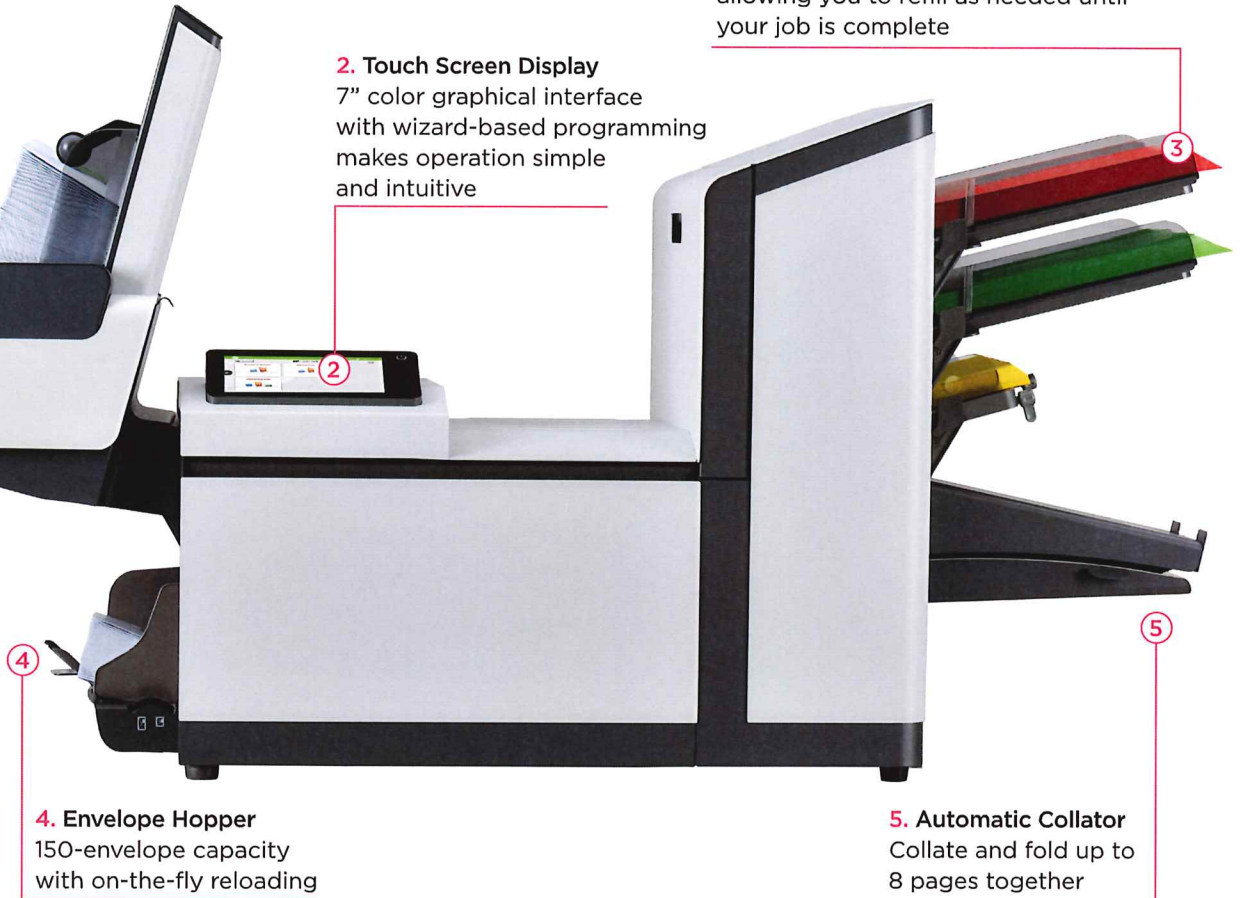
Preserves printing order and holds up to 500 finished envelopes so operators spend less time unloading

### 3. Feeder Linking

Continuous operation is achieved by linking feeders. If one feeder runs empty, another one automatically takes over, allowing you to refill as needed until your job is complete

### 2. Touch Screen Display

7" color graphical interface with wizard-based programming makes operation simple and intuitive



### 4. Envelope Hopper

150-envelope capacity with on-the-fly reloading

### 5. Automatic Collator

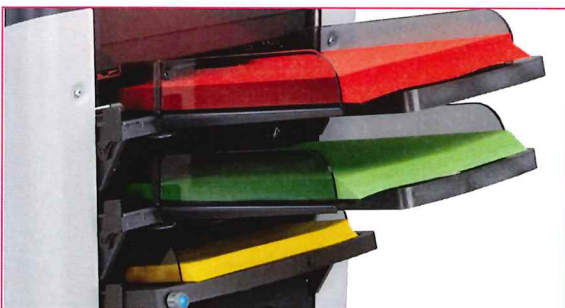
Collate and fold up to 8 pages together

## Processing Flexibility

DS-64i's FlexFeed function allows you to process all document formats (inserts, documents and business reply envelopes, etc.). Additionally, the "Daily Mail" function even allows hand feeding of multi-page stapled document sets.

## Efficient Processing

Load the feeders, and the DS-64i will accurately assemble the documents, fold, insert and even seal the finished envelopes, all in one quick process. The high-capacity envelope stacker is designed to improve accessibility and unloading of envelopes on the fly.





## Specifications

Processing speed	Up to 2,000 envelopes/hour
Folding capacity	Up to 5 sheets 20 lb. single fold
Multi-document feeding	Up to 3 documents
Monthly volume	15,000/month
7" Color touch screen	Standard
FlexFeed <sup>®</sup> feeders	Standard
Cascade feeder linking	Standard
Daily Mail/Multi-page hand feeding	Standard
High-capacity vertical stacker	Standard, up to 500 envelopes
Double document detection	Standard
Automatic settings	Standard
Multi-license reading technology (OMR, BCR, 1D, 2D, OCR)	Standard
CIS document scanner	Standard
WiFi/LAN enabled	Standard
Remote diagnostics/assistance	Standard
Job memory	50
Fold types	Letter, z-fold, single, double parallel, no fold $\triangle Z Z \leftarrow \_$
Envelope feeder capacity	150
Document feeder capacity	325
Short tray feeder capacity	Up to 50 BRE/325 inserts
MaxiFeeder capacity	Up to 325 BRE/1,200 inserts
Accumulate before folding	Up to 8 documents
Catch tray	Up to 100 envelopes
Side exit (RH or LH)	Up to 225 envelopes
Noise level	70 Db
Document height	3.5" - 14"
Document width	5.1" - 9.1"
Envelope length	3.5" - 6.35"
Envelope width	6.3" - 9.7"
Maximum insert thickness	1 mm
Maximum set thickness	2.5 mm
Output Management Software (OMS)	Available

## Enhance the DS-64i with the Optional Performance Package to Increase Productivity:

**Processing speed:** Up to 2,500/hour

**Folding capacity:** Up to 8 sheets/single fold

**Multi-document feeding:** Up to 10 documents

**Monthly volume:** Up to 20,000/month

## Automated Document Preparation

Neopost's optional Output Management Software (OMS) can add significant value by enhancing the formatting, personalization, grouping, printing, barcoding and addressing of your documents.



## About Neopost

NEOPOST is a global leader in digital communications, shipping and mail solutions. Its mission is to help companies improve the way they manage interactions with their clients and partners. Neopost provides the most advanced solutions for physical mail processing (mailing systems and folders-inserters), digital communications management (Customer Communications Management and Data Quality applications), and supply chain and e-commerce process optimization (from point of sale to delivery, including associated tracking services).

With a direct presence in 29 countries and close to 5,800 employees, Neopost reported annual sales of €1.1 billion in 2017. Its products and services are sold in more than 90 countries.

Neopost is listed in compartment A of Euronext Paris and belongs to the SBF 120 index.

Find out more at [www.neopost.com](http://www.neopost.com).



8475 Western Way – Suite 110  
Jacksonville, Florida 32256  
904-296-7155

Proposal for  
**City of Neptune Beach**  
(Option #1)

**New FD 6210- Advanced 2 Series w/ Feed Trays + 1 BRE Tray**

- New High-Capacity Vertical Stacker
- 7" Color Touchscreen
- Fully automatic office inserter with user friendly features
- AutoSet ( simply load and go)
- Envelope & Paper Sensors
- Multi-Sheet Feeding
- Enhanced Folding System
- Double Document Detection
- Multiple Insert Capabilities

*(product can be viewed at FORMAX.COM & Product Feature Card)*

**Equipment**

*Bill to CopyFax- Vendor #3027*

- **Purchase price \$15,995.00**
- **36 month lease, \$ 502.26/mth**
- **48 month lease \$ 415.77/mth**
- **60 month lease \$ 339.77/mth**

**Service Agreement**

*Bill to CopyFax - Vendor #3027*

Included service for \$1600/ per year

**Russell Adell**



*Education and Government*



8475 Western Way – Suite 110  
 Jacksonville, Florida 32256  
 904-296-7155

Proposal for  
**City of Neptune Beach**  
 (Option #2)

**New FD 6210- Advanced 2 Series w/ Feed Trays + 1 BRE Tray**

- New High-Capacity Vertical Stacker
- 7" Color Touchscreen
- Fully automatic office inserter with user friendly features
- AutoSet ( simply load and go)
- Envelope & Paper Sensors
- Multi-Sheet Feeding
- Enhanced Folding System
- Double Document Detection
- Multiple Insert Capabilities

*(product can be viewed at FORMAX.COM & Product Feature Card)*

**Equipment + Service Agreement**

*Bill to CopyFax- Vendor #3027*

- **Purchase price \$15,995.00**

<b>Lease</b>	<b>Maintenance</b> (Included in monthly payment)	<b>Monthly payment</b>
• 36 month lease	\$133.33	\$635.59/mth
• 48 month lease	\$133.33	\$549.10/mth
• 60 month lease	\$133.33	\$473.10/mth

**Russell Adell**



*Education and Government*

**main:** 904.296.1600 **direct:** 904.265.2406



8475 Western Way – Suite 110  
Jacksonville, Florida 32256  
904-296-7155

Proposal for  
**City of Neptune Beach**

**New FD 6210- Advanced 2 Series w/ Feed Trays + 1 BRE Tray**

- New High-Capacity Vertical Stacker
- 7" Color Touchscreen
- Fully automatic office inserter with user friendly features
- AutoSet ( simply load and go)
- Envelope & Paper Sensors
- Multi-Sheet Feeding
- Enhanced Folding System
- Double Document Detection
- Multiple Insert Capabilities

*(product can be viewed at FORMAX.COM & Product Feature Card)*

**Equipment**

**Bill to CopyFax- Vendor #3027**

- Purchase price \$15,995.00

**Service Agreement**

**Bill to CopyFax - Vendor #3027**

- Includes service for \$1600 per year

**Russell Adell**



*Education and Government*

**main:** 904.296.1600 **direct:** 904.265.2406





*FD 6210-Advanced 2 with new standard High-Capacity Vertical Output Stacker*

### Fully Automatic Office Inserter with User-Friendly Features

The 6210 Series Inserters combine advanced folding & inserting technology with user-friendly features and flexibility. Five models are available with a variety of input configurations to meet the needs of any size office or small mailroom.

Standard features include a 7" **full-color touchscreen** control panel with graphical interface, **high-capacity vertical stacker** which holds up to 500 finished envelopes, **automatic paper and envelope presence sensors** with indicators on the control panel, and a **top-loading envelope hopper**. The 6210 Series also includes an eco-friendly sleep mode which saves energy by automatically putting the inserter into standby mode after 1 hour of being idle.

**AutoSet™** allows for one-touch setup of new jobs by automatically measuring paper lengths, envelope sizes and fold lengths. Recurring and frequent jobs run in AutoSet™ can also be stored as one of **50 programmable jobs**. The powerful folding system enables the 6210 Series to accurately fold up to five sheets at once. Optional **CIS scanning technology** covers the full width of the document feeders and accurately reads OMR, 1D and 2D barcodes printed in any location on a document.

The 6210 Series is available in five configurations to meet your processing needs: **FD 6210-Basic 1** with one automatic sheet feeder, **FD 6210-Basic 2** model with two automatic sheet feeders, **FD 6210-Advanced 1** with one sheet feeder and one insert/BRE feeder, **FD 6210-Advanced 2** with two sheet feeders and one insert/BRE feeder and **FD 6210-Special 2** with two sheets feeders and a special insert/BRE feeder.

Options include a production feeder for up to 325 BREs or 1,200 inserts up to 6" in length, productivity package for increased throughput up to 20,000 pieces per month, CIS Scanner, advanced OMR and BCR, short feed trays and a front or rear side exit tray.

The 6210 Series offers the power and reliability of larger machines with the ease of operation required for the office environment.



## State and Local Term Rental

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Agreement Number

### Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF NEPTUNE BEACH

**Sold-To: Address**

116 1ST ST, NEPTUNE BEACH, FL, 32266-6140, US

**Sold-To: Contact Name**

**Sold-To: Contact Phone #**

**Sold-To: Account #**

Stefen Wynn

904-270-2400

0013029890

**Bill-To: Address**

116 1ST ST, NEPTUNE BEACH, FL, 32266-6140, US

**Bill-To: Contact Name**

**Bill-To: Contact Phone #**

**Bill-To: Account #**

**Bill-To: Email**

Stefen Wynn

904-270-2400

0013029890

cm@nbfl.us

**Ship-To: Address**

116 1ST ST, NEPTUNE BEACH, FL, 32266-6140, US

**Ship-To: Contact Name**

**Ship-To: Contact Phone #**

**Ship-To: Account #**

Stefen Wynn

904-270-2400

0013029890

**PO #**

### Your Business Needs

Qty	Item	Business Solution Description
1	RELAY4500	Relay 4500
1	DI90012	Power Stacker Localization Kit
	F3C2	Mail Run Assistance 2 hours
2	F790042-01	Power Cord
1	STDSL A	Standard SLA-Equipment Service Agreement (for Relay 4500)
1	TI45	Relay 4500 w/Install & Training
1	TIRS	Vertical Power Stacker

### Your Payment Plan

<b>Initial Term:</b> 36 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
36	\$ 547.32 /	\$ 1,641.96

- ( ) Tax Exempt Certificate Attached
- ( ) Tax Exempt Certificate Not Required
- ( ) Purchase Power® transaction fees included
- ( ) Purchase Power® transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.



**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalloptterms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract#

Lessee Signature  
Print Name  
Title  
Date  
Email Address

Pitney Bowes Signature  
Print Name  
Title  
Date

**Sales Information**

Jacob Leonard	jacob.leonard@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



## **PROCLAMATION CITY OF NEPTUNE BEACH**

**WHEREAS**, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000-gun homicides every year; and

**WHEREAS**, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

**WHEREAS**, Florida experienced 2752 gun deaths in 2019, with a rate of 12.5 deaths per 100,000 people and Florida has the 31st highest rate of gun deaths in the US; and, in Florida, firearm deaths are the second leading cause of death for children and teens; and

**WHEREAS**, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities, and Duval County has a rate of 20.5 deaths per 100,000 people; and

**WHEREAS**, cities across the nation, including in Jacksonville, are working to end the senseless violence with evidence-based solutions; and

**WHEREAS**, protecting public safety in the communities they serve is a mayors' highest responsibility; and

**WHEREAS**, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

**WHEREAS**, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

**WHEREAS**, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence; and

**WHEREAS**, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to:

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

**WHEREAS**, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

**WHEREAS**, anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021 as well as on June 5<sup>th</sup> & 6<sup>th</sup> , 2021, to help raise awareness about gun violence; and

**WHEREAS**, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

**WHEREAS** we renew our commitment to reduce gun violence and pledge to do all we can within the parameters allowed by Federal and Florida law to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our communities and children safe.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Neptune Beach Florida declares the first Friday in June, June 4, 2021, to be National Gun Violence Awareness Day and the days of June 4 -6, 2021 as Wear Orange weekend. We encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

---

Elaine Brown, Mayor  
City of Neptune Beach



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

**WHEREAS**, for nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing; and

**WHEREAS**, during National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

**WHEREAS**, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities; and

**WHEREAS**, through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

**WHEREAS**, on average, 600 people die each year in boating-related accidents in the U.S.; 79 percent of these are fatalities caused by drowning; and

**WHEREAS**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

**WHEREAS**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

**THEREFORE**, the City of Neptune Beach supports the goals of the Safe Boating Campaign and the start of the year-round effort to promote safe boating and proclaim **May 22-28, 2021**, as

**NATIONAL SAFE BOATING WEEK**

And we urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

---

Elaine Brown, Mayor  
City of Neptune Beach

CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)

**Workshop Agenda Item # 3  
Departmental Score Card**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>CITY MANAGER'S OFFICE</b>					
Waste Pro Liquidated Damages	Monitoring resident trash collection complaints on a monthly basis. Recovered \$750.00 in damages for missed collections not resolved in March 2021.	N/A	N/A	5/11/2021	On-going
Communications Policy Creation	Draft Complete - Awaiting Personnel Policy and Employee Handbook Completion from Consultant	N/A	3/2/2021	6/30/2021	In Progress
Special Event Policy Update	Working on Framework	N/A	2/15/2021	7/31/2021	In progress
Comprehensive Emergency Management Plan Review	The MCEMP went through an exhaustive update last year.5/25/2021 Emergency Management Meeting with Staff.	N/A	3/10/2021	6/4/2021	In Progress
Various Personnel Policy Updates	Reviewed Existing Policies and Handbook and in process of obtaining three quotes for a Consultant.	N/A	3/5/2021	7/30/2021	In progress
<b>FINANCE DEPARTMENT</b>					
Tyler Technologies Financial Software Replacement	Update & Submit City's 1,600 general ledger accounts to conform with Florida Uniform Chart of Accounts to include project codes.		11/17/2020	In progress	
2020 Budget Vs Actual Annual report	Compile 2020 Budget Vs Actual Annual report and submit revised 2020 Budget to State of Florida.		Submit 5/18/2021	In progress	
Fiscal Year 2020 Audit	Auditor's requested financial data. Preparing requested documentation and sending it to auditors.		12/31/2020	In progress	
Fiscal Year 2020 Audit	Compile FY 2020 Basic Financial Statements		2/1/2021	In progress	
Fiscal Year 2020 Audit	Complete FY2020 Audit Entries and book FY 2020 Adjusting Entries.		2/1/2021	In progress	
Vacancy	Advertise for Cashier 1 Full-time Position.		2/15/2021	In progress	
New Banking Services	Move all city Cash Deposits to new bank.		3/1/2021	In progress	
New Banking Services	Go live with Employee Direct Deposits.		3/1/2021	In progress	
New Banking Services	Configure and Test Direct ACH Files with ERP System Support.		3/1/2021	In progress	
Compile March 2021 Monthly Financial	Distribute March 2021 Budget vs Actual Report to Staff with <b>No</b> PO Update.		4/15/2021	Open	
Compile April 2021 Monthly Financial	Distribute March 2021 Budget vs Actual Report to Staff with <b>No</b> PO Update.		4/15/2021	Open	
Monthly Budget Vs Actual Annual Report	Reformat and compile March 21 Budget Vs Actual Report		3/10/2021	Open	
Budget Amendment	Adjust Fiscal Year 2020 and Fiscal Year 2021 Budgets		3/8/2021	Completed	5/10/2021

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
Building Department Activity (see attached report for April 2021)	In progress	N/A	ongoing	5/10/2021	On-going
Code Enforcement Activity (see attached report for April 2021)	In progress	N/A	ongoing	5/10/2021	On-going
Commercial Fire Inspection Activity	In progress	N/A	ongoing	5/10/2021	On-going
Transportation Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Infrastructure Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Recreation and Open Space Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Capital Improvements Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Housing Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Future Land Use Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Intergovernmental Coordination/ Schools Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Conservation Element: Comprehensive Plan	Public Review of Draft	N/A	ongoing	5/10/2021	On-going
Comprehensive Plan: Intergovernmental Coordination with local government partner agencies	May	N/A	ongoing	5/10/2021	June
Collect and Process Public Feedback: Comprehensive Plan	May-June	N/A	ongoing	5/10/2021	June
City Council Workshop Comprehensive Plan	May 17th	N/A	ongoing	5/10/2021	On-going
Land Development Code	In progress: next step	N/A	ongoing	5/10/2021	On-going
CDB Workshop: Comprehensive Plan	5/12/21 CDB Meeting	N/A	ongoing	5/10/2021	May
V21-06 199 Lora Street	5/12/21 CDB Meeting	N/A	N/A	5/10/2021	May
CDB21-01 13-B Mocama Marsh Forest Oaks Drive	5/12/21 CDB Meeting	N/A	N/A	5/10/2021	May
Redevelopment of 310 Third Street	TBD: June CDB Meeting or later	N/A	N/A	5/10/2021	TBD: June
Annual Congress of the New Urbanism (virtual)	May	N/A	5/20-5/22	5/10/2021	May

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
CRA Preliminary Research Data Collection and Analysis	May	N/A	N/A	5/10/2021	May
CRA: Networking and Outreach	June	N/A	N/A	5/10/2021	June
June Committee Meeting	TBD: June	N/A	June	5/10/2021	June
June City Council Workshop	TBD: 6/21/2021	N/A	June	5/10/2021	June
CRA: Submit Finding of Necessity to DEO and Taxing Authorities	August	N/A	N/A	5/10/2021	TBD
CRA: Board Meeting	TBD	N/A	N/A	5/10/2021	TBD
CRA: Creation of the CRA Plan and Establishing a CRA Trust Fund	TBD Kick off meeting	N/A	N/A	5/10/2021	TBD
Congress of the New Urbanism Certification (CNU-A)	August	\$200	August	5/10/2021	August
APA Florida Conference: Best Practices Award Candidate	8/31-9/3	N/A	May	5/10/2021	August
Florida Redevelopment Association (FRA) Annual Conference	October 27-29	TBD	October	5/10/2021	Oct-21
FRA-RA Certification Continuing Education Requirements	October 25-27	TBD	October	5/10/2021	October
540-580 Atlantic Coordination Meetings	on-going	N/A	N/A	5/10/2021	TBD
<b>POLICE DEPARTMENT</b>					
DOJ JAG grant #2017-JAGD-1741 and DOJ JAG grant #2018- JAGD	Funds from both DOJ Jag Grants should be available soon.	Fifty-seven thousand dollars	2020	Waiting for funds to be available, upon approval of the grant	Equipment upgrades and training equipment will be purchased as needed with approval from the City Manager.
School Safety Liaison Program	The School Safety Liaison Program has started up at Fletcher Senior High, Neptune Beach Elementary and Beaches Chapel K-12.	No cost, all officers involved are on duty during this program	February 21st, 2017	This program will continue through school year 2020-2021.	On going through school year 2020-2021.
Covid-19	The Police Department will continue to take all precautions necessary to keep all City Employees out of harms way and healthy. We will continue to work with the City's Safety Officer and Department Heads. Testing will continue as needed. All P.D. employees have been offered the Covid-19 vaccine.	Covid-19 testing is the only cost for the Police Department at this time.	February 2020.	All P.D. employees have been offered the vaccine.	I am not able to provide a completion date.
Capital Improvements	Three police vehicles approved in the Capital Improvements Budget have arrived. The vehicles will be delayed entering service due to unfitting equipment being Covid delayed.	Funds provided from the Capital Improvements account.	Mid-July 2020, the Police Department started working on the 2020-2021 Budget with the City Manager.	The vehicles have been delivered to the city. However we are still waiting for unfitting equipment to arrive.	The vehicles should be in service within thirty to sixty day.

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>POLICE DEPARTMENT</b>					
	Orange Crush Live Festival 2021. Jacksonville Beach.	The projected cost of this event is uncertain at this time. However, the City of Jacksonville Beach Police Department has made a Mutual Aid request for assistance during this three day event. NBPD Officer will be called in to work mandatory overtime during this event.	Planning continues for this event which started at the beginning of March 2021.	Planning with JBPD, ABPD and JSO will continue through June 2021.	The event is scheduled for June 18th, 19th and 20th.
	The Police Department has received a Service Station Dog from K-9s For Warriors.	There is no impact to the Department's Budget for the cost of the dog. The Agency will be responsible for food and grooming cost.	Winter, 2020	The Service Dog (on loan from K-9s For Warriors) has become a welcome member of the agency.	On going
	Farm Share Foods and the City of Neptune Beach have teamed up again with Beaches Chapel Church and Community First Credit Union to provide a Food Drive. The food drive did take place at Beaches Chapel on April 24th 2021, from 9am - 12pm.	The only cost to the City of Neptune Beach is the rental of a forklift used to unload the Farm Share truck.	Planning started in December 2020.	Approximately 250 families received food at the drive. At this time we are planning for another Food Drive in November 2021.	The Food Drive took place as scheduled.
	July 4th, 2021 Celebrations	This event requires all sworn personnel to work the July 4th weekend. Days off will be cancelled and officers will be working mandatory overtime. Additional Communications Personnel will also be required to work. Due to July 4th, falling on a Sunday, additional personnel will also be needed for Friday July 2nd, and Saturday July 3rd.	Planning starts March 1st, of this year. Planning requires personnel from Neptune Beach PD, Jacksonville Beach PD, Atlantic Beach PD and JSO.	Planning takes place from March through June.	July 4th, 2021.
	Purchase of 9 Digital Cameras to replace failing older cameras.	\$1,600.00 for cameras, cards and cases.	October 1st 2021	Cameras have arrived and are being issued.	May, 2021
	Laptop computers	Covid-19 Grant in the amount of \$25,000,00 was received to purchase new laptop computers for each officer.	December, 2020	Laptop computers are being programed and issued this month.	End of May, 2021.
	Outreach programs 2021	The majority of the funds needed have already been donated by businesses and residents of Neptune Beach.	Fall 2020.	We are hoping the Covid-19 restrictions will be totally lifted by Fall of this year. We would like to restart all of our outreach projects.	On going.
	2021 Ocean Rescue Season.	Ocean Rescue is a year to year budgeted account	Lifeguard Captain Rich Banks has started hiring guards to start weekend patrols weather permitting.	Beach coverage starts in March and ends in October for the 2021 season.	October 2021.



**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>POLICE DEPARTMENT</b>					
	Hurricane Season 2021	Unknown	May-21	Hurricane and Emergency Preparedness training and Round-Table Meetings will start this month.	On going.
<b>PUBLIC SERVICES DEPARTMENT</b>					
<b>WATER PLANT</b>					
City-Wide Water Meter Replacement	16 Water meters replaced in April 2021	N/A	N/A	On going	On going
Backflows inspected	48 inspected	N/A	On going	On going	Work performed in April 2021
City lifstations checked/inspected	390 inspected	N/A	On going	On going	Work performed in April 2021
Fats, Oils, and Grease (FOG) inspections	28 inspected	N/A	On going	On going	Work performed in April 2021
Sampling events	Monthly bacteria logical twice a month. Pulled 2 days of water main clearance for Arrowhead trail water main replacement.	N/A	N/A	N/A	Work performed in April 2021
Water Tower Project	Met with Bill & genral contractor for Tmobile/Sprint to discuss permitting needed for the road closure on Florida Blvd.	N/A	2020	On going	Work performed in April 2021
File Regulatory paperwork	Contacted DEP request on assistance on CCR- Water quality Report. Contacted Florida Rural Water Assoc. regarding wells and influent meter accuracy testing for EN51 report for St Johns Rural Water Management- report has been submitted.	N/A	N/A	N/A	Work performed in April 2021
Water Treatment Plant checks and reads for wells and pumps & chlorine	This is done daily and twice on the weekends	N/A	N/A	N/A	Work performed in April 2021
Gallons of water produced	22,396,000	N/A	N/A	N/A	Work performed in April 2021
<b>WASTE WATER TREATMENT PLANT</b>					
Replacement of Clarifier #1 Drive/Motor	Received	\$63,456.53	01/01/21	Equipment received - Scheduling installation after toxicity testing for July 1, 2021	On Going
Replacement of 8" Fairbanks Influent Pump	completed	\$23,572.25	11/06/20	Date Completed April 2021	Completed
Sampling events	(4) Weekly EFF sample for CBOD, TSS NOX, TN, TKN. Weekly INF sample CBOD, TSS, INF Bi-Weekly Alkinity, BOD, TN, TKN & TP	N/A	Thursdays	On going	Work performed in April 2021
Operate the belt press	8 runs twice weekly on Tuesday & Thursday, 4 loads @ 30 Cubic Yards each Picked up Fridays	N/A	N/A	N/A	Work performed in April 2021
Testing	Daily U.L.R./Dechlorination, CL2 and pH Comparisons, Daily Dissolved Oxygen / Sludge settling & Alkalinity tests 3-5 weekly	N/A	N/A	N/A	Work performed in April 2021

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>WASTE WATER TREATMENT PLANT</b>					
Decant the digester	Decanting of Digester #1 Monday - Friday as needed, Decanting of Digester#2 Mon, Wed & Fri	N/A	N/A	N/A	Work performed in April 2021
Clean process tanks and equipment	Belt Press cleaned twice weekly, all lab equipment cleaned daily, Probes & Analyzers cleaned 1-2 weekly as needed	N/A	N/A	N/A	Work performed in April 2021
Calibrate probes/analyzers	Week Day Calibrations of Hach HQ 30d DO probe, Hach DR3900 Spectrophotometer, Hach Sension pH3 analyzer	N/A	N/A	N/A	Work performed in April 2021
Equipment maintenance	Replaced probe replaced probe on Hach pH analyzer in Lab, Cleaned IFAS, Re-Air, TSS and RAS probe weekly	N/A	N/A	N/A	Work performed in April 2021
File regulatory paperwork	Monthly Discharge Report for DEP due 28th. Submitted Quarterly Report for DEP on April 28, 2021.	N/A	N/A	N/A	Work performed in April 2021
Operator Advancement Status - Sean Souza	Sean is in the process of completing his Course Work and will be scheduling take FDEP Class B license.	\$102.00	N/A	N/A	In Process
Operator Status - Brock Askew	Brock has completed Course Work and will be scheduling take FDEP Class B license.	\$102.00	N/A	N/A	In Process
CDM Smith - Rick Newberg Operations Specialist	Temporarily filling in as Chief/lead operator started Monday May 10, 2021	N/A	05/10/21	N/A	Helping Trouble Shoot Process, Providing Compliance with Class A license
Gallons of influent treated	17.883 MG / .595 MGD	N/A	N/A	N/A	Work performed in April 2021
<b>COLLECTIONS/DISTRIBUTIONS</b>					
Water Break Repair	6	N/A	N/A	N/A	Work performed in April 2021
Water Service Installation	5	N/A	N/A	N/A	Work performed in April 2021
Water Main Installation	1 @ 4'	N/A	N/A	N/A	Work performed in April 2021
Fire Hydrant flush	33	N/A	N/A	N/A	Work performed in April 2021
Fire Hydrant Repair	0	N/A	N/A	N/A	Work performed in April 2021
Fire Hydrant Replacement	1	N/A	N/A	N/A	Work performed in April 2021
Sewer Pipe cleaning	505'	N/A	N/A	N/A	Work performed in April 2021
Sewer Pipe point repair	2	N/A	N/A	N/A	Work performed in April 2021
Sewer Pipe Installation	90'	N/A	N/A	N/A	Work performed in April 2021
Manholes Inspected	53	N/A	N/A	N/A	Work performed in April 2021
Manholes Repaired	3	N/A	N/A	N/A	Work performed in April 2021
Manholes Replaced	1	N/A	N/A	N/A	Work performed in April 2021
Utility Locate Response	148	N/A	N/A	N/A	Work performed in April 2021
Contracted utility Upgrades- Gruhn May	Bay St. Sewer upgrades	\$90,654.76	01/11/21	COMPLETED 4/6/2021	Work performed in April 2021

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>COLLECTIONS/DISTRIBUTIONS</b>					
Jarboe Park	Installed new tap and meter for service lines to volleyball and tennis courts. Stock on hand- did purchase 1 meter box @ \$100.00	\$445.51- plumbing parts and meter box	04/12/21	Completed 4/16/2021	Work performed in April 2021
Arrowhead Trail water main replacement	Gordon passed out door hangers to notify residents on 3/26/21 of the upcoming work to be done. Started working in neighborhood the week of 3/29. On 3/30 coordinated needed isolation valve to facilitate the work in the neighborhood. Advanced notices was passed out to residents on 4/29 regarding water system shut down for May 5.	\$72,715.10	03/22/21	In progress	Work performed in April 2021
Fire Hydrant Audit	JFRD requesting CONB flow 2 hydrants instead of 1. John Ruley (CONB Fire Marshall) agrees that the fire hydrant flow test should be the 2 hydrant test. Mr Ruley states he will research the cost for new equipment to be put into next years budget. He also stated he would help as the 2nd person to perform the 2 hydrant test during cooler weather.	N/A	N/A	In progress	Work performed in April 2021
Miscellaneous		N/A	N/A	N/A	N/A
Jarboe Park	Gruhn May installed drainage structures, mitred ends, and 420 ft of pipe for drainage project.	\$4,430.00- Allen's Culvert \$16,268.80- Gruhn May PA 9672	04/21/21	Completed 4/28/2021	Work performed in April 2021
<b>STORM WATER DEPARTMENT</b>					
Illicit Discharge/Illegal Dumping Investigations (No.):		N/A	N/A	N/A	N/A
Street Sweeping (Miles):	64.3	N/A	Ongoing	Ongoing	Work performed in April 2021
Pipe Inspections (No.):		N/A	N/A	N/A	N/A
Pipe Repairs (No.):		N/A	N/A	N/A	N/A
Pipe Cleaning (LF):	400 LF	N/A	N/A	N/A	Work performed in April 2021
Catch Basins checked (No.):	594	N/A	Ongoing	Ongoing	Work performed in April 2021
Catch Basins cleaned (No.):	571	N/A	Ongoing	Ongoing	Work performed in April 2021
Ditch Inspections (No.):	49	N/A	Ongoing	Ongoing	Work performed in April 2021
Ditch Maintenance\Mowing (LF):	35,073 LF	N/A	Ongoing	Ongoing	Work performed in April 2021
Pond Inspection (No.):	14	N/A	Ongoing	Ongoing	Work performed in April 2021
Pond Maintenance (No.):	2	N/A	N/A	N/A	N/A

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>STREETS DEPARTMENT</b>					
Mow City right-of-ways (No. of Cycles)	12	N/A	Ongoing	Ongoing	Work performed in April 2021
Repair/ Replace Signage (No.)	2	N/A	Ongoing	Ongoing	Work performed in April 2021
Collect Refuse from parks, beach, Towncenter (No. of Cycles)	N/A	N/A	Ongoing	Ongoing	Work performed in April 2021
Repair Sidewalk (LF)	N/A	N/A	Ongoing	Ongoing	Work performed in April 2021
Trees trimmed or removed (No.)	4	N/A	Ongoing	Ongoing	Work performed in April 2021
Paving (LF)	511 sq ft	N/A	Ongoing	Ongoing	Work performed in April 2021
Pothole Repair (No.)	14	N/A	Ongoing	Ongoing	Work performed in April 2021
Driveway Repairs (No.)	N/A	N/A	Ongoing	Ongoing	Work performed in April 2021
Curb Repairs (LF)	N/A	N/A	N/A	N/A	Work performed in April 2021
Herbicide Application (No.)	1	N/A	N/A	N/A	Work performed in April 2021
Water Oak in Basil park	Resident submitted workorder to have tree removed. Tree permit was submitted to Building permit for further inspection.	TBD	4/19/2021	In progress	Work performed in April 2021
Weekend Garbage Collection	Began weekend garbage collection throughout the city of Towncenter, beach acceses & dune crossovers	N/A	4/17/2021	Ongoing	Work performed in April 2021
Dune Crossover Maintenance	Oleander St dune crossover, new boards installed to repair/rebuild walkover. Beginning Margaret St repairs next.	\$3,000	4/12/2021	Completed 4/16/2021	Work performed in April 2021
Beaches Go Green Recycle Program	Installed 13 smart recycle bins throughout our Towncenter, which our Public Works department will be collecting the recycled items. In contact with Waste Pro for a designated yard bin for recycles only, to be delivered to PW yard.	N/A	4/6/2021	Completed	Work performed in April 2021
Dune Protection Maintenance	Replaced/ installed new yellow rope & pvc pipe to protect the sea oats @ beach acceses.	\$2,175.29	4/5/2021	Completed 4/8/2021	Work performed in April 2021
Banners at Towncenter changed	Replaced pink banners to yellow banners	N/A	completed 4/5/2021	completed	Work performed in April 2021
Concrete Pours at Jarboe Park	Pouring sidewalks/paths in multiple locations throughout Jarboe Park.	\$12,555.76	3/9/2021	Ongoing	Work performed in April 2021

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 5/12/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>SENIOR ACTIVITY CENTER</b>					
CENTER CLOSED MARCH 13, 2020 UNTIL FURTHER NOTICE	COVID-19	(\$30,000+)	Oct. 2020	CLOSED	ANTICIPATE REOPENING SEPTEMBER 2021
CDBG 2020-2021 Application Approved	signed and returned to COJ	\$44,895.00	Oct. 2020-Sept. 30, 2021	\$4,386.58 funds used	Balance \$40,508.42
CDBG 2021-2022 Grant Application Process	Requested 8%-10% increase in funding	\$48,000-\$50,000	1-Oct-21	Census increase in population	Anticipate July 2021 Approval
Direct Benefit- Persons served-per phone conversations, email, text, Zoom, FB, website	CDBG contract amount for 1250 persons	N/A	Oct. 2020-April. 2021	ON-GOING	502
Vanguard Modular-Sr. Center Activity Building	Project underway	\$650k+	Work in progress	\$646,000 Funded(\$10k)	Projected completion September 2021
Phone calls, emails, and social media outreach to senior; HOME VISITS	Well checks and stay in touch	NA	NA	ON-GOING	Ongoing
Planning, Scheduling, and Conducting Senior Interests	In process	N/A	Oct. 2020	PENDING	N/A
Travel Club-in & out of country	2021 plans developing-Colorado Rockies, Panama Canal Cruise; Hamilton	Upfront costs for Hamilton \$7500	July 2021; March 2022; October 2021	On-GOING	"Hamilton" reimbursable expense
Request of COJ for \$75,000 towards CIP	Approved by Neighborhood & Finance Committees; Public Hearings	NA	March 2021; April 5 & 6, 2021	In progress	APPROVED UNANIMOUSLY
RFP April 28, 2021 requested by CM	Quotes for Architect-Landscaping, Parking Lot &, Porch	\$35K	2021 April 28	in process	May-21
Community Foundation Grant-Beaches Unit	Requesting \$10,000 for CIP	NA	2021 April 5	TD	Conversation with NEFLCF
Notary Public Commission RENEWAL	In Process	Personal Expense	Jun-21	3 year commission	SERVICE TO SENIORS
CROWD FUNDING	NEW FURNITURE (OFFICE/FACILITIES) & APPLIANCES	NA	MAY-JULY 2021	\$10k-\$15k	On-going
<b>MOBILITY MANAGEMENT</b>					
MDD to complete the Certified Parking Professional course and exam.	Study materials to be purchased.	\$700	5/1/2021	5/11/2021	Goal: 05/01/2022
Implementation of paid citations.	Swearing in and fully training all parking staff; installing signs; training front desk for citation payments; setting up back-end financials and reporting; setting up processes for unpaid citations.	No anticipated cost for this project itself -- related projects will incur costs (e.g. signs printed, programming changes, etc.) TBD	10/12/2020	5/11/2021	Goal: 07/01/2021
Educational campaign to reach Beaches Town Center businesses.	Drafting master plan / task list to submit to CM.	Possible cost of any printed materials needed; otherwise, no extra costs anticipated	5/1/2021	5/11/2021	Goal: 12/01/2021
2021 public outreach campaign for parking program.	Drafting master plan / task list to submit to CM.	TBD	5/1/2021	5/11/2021	Goal: 12/31/2021
<b>INFORMATION TECHNOLOGY</b>					
ACH file upload for Chase	Cogsdale couldn't fix it the bank won't do it I started to learn about ACH reporting softwares and report files and fix all 203 errors	No costs anticipated.	8-Mar-21	5/11/2021	Ongoing
Tyler Technologies Financial Software Replacement	Working on the implementation tasks and running tests	No costs anticipated.			
Submitted by the City Manager on May 12, 2021					

## Building Activity Report

### Building Activity October 1, 2020 to September 30, 2021

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-20	84	58	151	\$13,016.40	6	\$2,168,231
Nov-20	92	66	91	\$12,601.91	4	\$1,973,657
Dec-20	98	64	115	\$12,967.22	3	\$1,192,593
Jan-21	97	52	112	\$16,389.85	9	\$1,400,891
Feb-21	112	95	139	\$22,409.82	11	\$2,442,996
Mar-21	148	95	199	\$19,042.59	10	\$2,598,077
Apr-21	121	66	181	\$16,500.07	6	\$1,276,435
May-21						
Jun-21						
Jul-21						
Aug-21						
Sep-21						
<b>Totals</b>	<b>752</b>	<b>496</b>	<b>988</b>	<b>\$112,927.86</b>	<b>49</b>	<b>\$13,052,880</b>

### Building Activity October 1, 2019 to September 30, 2020

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-19	109	72	154	\$18,140.88	8	\$2,635,167
Nov-19	104	42	137	\$17,620.03	10	\$789,285
Dec-19	75	48	125	\$16,678.57	3	\$2,525,584
Jan-20	119	86	167	\$20,808.16	8	\$2,156,052
Feb-20	108	78	155	\$25,276.96	11	\$1,069,889
Mar-20	111	63	171	\$18,273.82	10	\$1,120,506
Apr-20	89	56	141	\$9,830.49	16	\$714,249
May-20						
Jun-20						
Jul-20						
Aug-20						
Sep-20						
<b>Totals</b>	<b>715</b>	<b>445</b>	<b>1050</b>	<b>\$126,628.91</b>	<b>66</b>	<b>\$11,010,732</b>
<b>Difference</b>	<b>37</b>	<b>51</b>	<b>-62</b>	<b>-\$13,701.05</b>	<b>-17</b>	<b>\$2,042,148</b>





04/01/2021 - 04/30/2021

Parcel Address	Business Name	Mailing Address	Date	Inspection Type	Completed Date
201 LEMON ST	KYDS	201 LEMON ST	4/27/2021	Annual fire inspection	4/27/2021
200 FIRST ST	EDWARD SKINNER JONES	200 FIRST ST SUITE 201	4/26/2021	Annual fire inspection	4/26/2021
201 LEMON ST	JAFFI'S	201 LEMON STREET SUITE A	4/26/2021	Annual fire inspection	4/26/2021
200 FIRST ST	JAMES W. DUPREE	200 FIRST ST SUITE 206A	4/22/2021	Annual fire inspection	4/28/2021
200 FIRST ST	FORM & SPACE, INC.	200 FIRST ST SUITE 205	4/22/2021	Annual fire inspection	4/28/2021
200 FIRST ST	DISCIPLINED EQUITY MNGMNT INC	200 FIRST STREET SUITE 204	4/22/2021	Annual fire inspection	4/28/2021
200 FIRST ST	EDWARD SKINNER JONES	200 FIRST ST SUITE 201	4/22/2021	Annual fire inspection	1/1/1900
201 LEMON ST	KMH DESIGN INC	201 LEMON ST	4/22/2021	Annual fire inspection	4/27/2021
200 FIRST ST	SOUTHERN GROUNDS & COMPANY	200 FIRST STREET	4/22/2021	Annual fire inspection	4/26/2021
200 FIRST ST	BALI CARGO COMPANY	200 FIRST STREET SUITE 102	4/22/2021	Annual fire inspection	4/26/2021
120 LEMON 120R ST	BAR-B-Q STICKS	12239 SUNCHASE DR	4/14/2021	Annual fire inspection	4/14/2021
108 FIRST ST	ISLAND GIRL WINE & CIGAR	12841 DAYBREAK CT	4/7/2021	Annual fire inspection	4/7/2021
106 FIRST ST	DORO FAMILY RESTAURANT	106 FIRST STREET	4/6/2021	Annual fire inspection	4/6/2021
110 FIRST ST	CORNER DINING LLC D/B/A MEZZA LUNA	246 THIRD STREET	4/6/2021	Annual fire inspection	4/6/2021
100 FIRST ST	NORTH BEACH FISH CAMP	504 1ST AVE S	4/5/2021	Annual fire inspection	4/5/2021
207 ATLANTIC BLVD	FLYING IGUANA	207 ATLANTIC BLVD	4/5/2021	Annual fire inspection	4/5/2021
115 PENMAN RD	GO Barzils Waxing		4/12/2021	NEW BUSINESS OCCUPANCY	4/12/2021
216-A FIRST ST	FIRST SOCIETY		4/27/2021	NEW BUSINESS OCCUPANCY	4/27/2021

Total Records: 18

Plan review done by John Ruley

8 hours

78.50 rate charged by Universal

\$628.00 savings to the City





## Case Detail Report

04/01/2021 - 04/30/2021

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021069	4/27/2021	172470 0000	Illicit Discharge	Closed	4/27/2021

## Notes

Note
DISCHARGE FROM POOL BUT HOSE REMOVED PRIOR TO MY ARRIVAL, NO SUSPECT INFORMATION.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021068	4/22/2021	173753 0000	OBSTACLES PLACED IN ROADWAY	Closed	4/22/2021

## Notes

Note
HAD CONSTRUCTION DUMPSTER REMOVED FROM ROADWAY.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021067	4/13/2021		GARBAGE DUMPING	Closed	4/14/2021

## Notes

Note
PLACED CAMERAS ON POINCIANA ROAD

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021066	4/30/2021	172631 0000	CAMPER	Closed	4/30/2021

## Notes

Note
48 HOUR NOTICE ISSUED

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021065	4/29/2021	173260 0000 & 173260 0500	tree removal/ arborist permit	Closed	5/3/2021

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021064	4/28/2021	173712 0000	VEGETATION CONTROL	Open	

**Notes**

Note
neighbor has invasive bamboo growing and it's been invading my property. In 2018, my landscaper dug a deep ditch along my south fence in the back yard and placed a fabric barrier along the fence to prevent the bamboo from its continuous invasion. There must have a breach in the fabric because the bamboo began sprouting in May back yard this year again and is aggressively spreading in my front yard where there's basically no underground barrier. The bamboo is sprouting new growth as well as running its stems horizontally along the ground. I've been regularly spraying to control and kill this invasive species this spring which I believe is harmful to my soil and the little grass remaining.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021063	4/23/2021	172446 0000		Closed	4/29/2021
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021062	4/19/2021	172434 0000	BUILDING CODE VIOLATION	Closed	4/19/2021

**Notes**

Note
The building official, Code Enforcement Officer and I went to 1502 Neptune Grove Dr E today to re-inspect the work and it is still not right. Since you are the mechanical contractor of record, we will need you to contact City Hall to arrange a time to discuss what needs to be done to make this right. Please call me at 904-270-2400 Ext. 36. Thank you, Piper

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021061	4/19/2021	173014 0000	Illicit Discharge	Closed	4/19/2021

**Notes**

Note
RAIN RUN OFF NO DISCHARGE BUT DID ADVISED THAT WATER NEEDED TO PERCOLATE INTO GROUND.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021060	4/15/2021	173463 0000	TRESPASS/DAMAGE PROPERTY	Closed	4/15/2021

**Notes**

Note
THIS IS CITY PROPERTY, NOT PRIVATE. CASE CLOSED.



Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021059	4/14/2021	172845 0000	FENCE PERMIT VIOLATION	Closed	4/14/2021

**Notes**

Note
CASE UNFOUNDED

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021058	4/13/2021	172739 0000	LIGHT TRESPASS	Closed	1/1/1900

**Notes**

Note
VIOLATION OF LIGHT TRESPASS CASE FOUNDED OWNER NOTIFIED.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021057	4/12/2021	177653 2125	REPLACEMENT OF TREES	Closed	4/12/2021

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021056	4/12/2021	173527 0000	CAMPER	Closed	4/12/2021

**Notes**

Note
INFO ON CAMPER NON-VIOLATION

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021055	4/9/2021	178958 0210	TREE INSPECTION	Closed	4/9/2021

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021054	4/8/2021	173526 0000	CAMPER	Closed	4/9/2021

**Notes**

Note
THREE CAMPER VIOLATIONS REPORTED. UPON INVESTIGATION ONE COMPLAINT VERIFIED AND CORRECTED BY CONTACT WITH OWNER.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021053	4/7/2021		PARKING	Closed	4/13/2021

**Notes**

Note
THIS IS DOT AND AT&T VEHICLES PROVIDING SERVICES

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021052	4/7/2021	173707 0000	BOARD WALK INSPECTION	Closed	4/7/2021

**Notes**

Note
BOARD INSPECTION

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021051	4/6/2021	177475 0032	SWALE INVESTIGATION	Open	

**Notes**

Note
WENT TO 2020 TARA CT. IN REGARD TO VIEW SWELLS, THE SWALES HAVE NOT BEEN COMPLETED AT THIS TIME.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021050	4/4/2021	178726 0000	tree removal	Closed	4/5/2021

**Notes**

Note
TREE DEAD BUT ON CITY RIGHT OF WAY. IT IS SCHEDULED FOR REMOVAL BY CITY.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021049	4/2/2021	172912 0100	VIOLATION OF CITY PROPERTY	Closed	4/5/2021

**Notes**

Note
INVESTIGATION REVEALED NO VIOLATION.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021048	4/2/2021	173364 0000	VEHICLE COMPLAINT	Closed	4/2/2021

**Notes**

Note
COMPLAINT OF ABANDONED VEHICLE TAG OUT OF DATE. THE VEHICLE HAS A COVER OVER IT IS COVERING THE TAG. THE TAG IS NOT VISIBLE TO RUN FOR COMPLIANCE.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021047	4/1/2021	172403 1748	OBSTACLES PLACED IN ROADWAY OF 600 BLOCK OF	Closed	4/2/2021



			CHERRY STREET		
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**Notes**

Note					
contact made with resident of 602 Cherry St. Trailers tagged 48-hour notice to remove citation #7569 issued					

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021046	4/1/2021	173486 0000	dead tree removal	Closed	4/6/2021

**Notes**

Note					
dead tree limbs falling removal approved.					

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed
2021045	4/28/2021	172769 0000	VACANT LOT NEEDS TO MOWED AND TRASH PICKED UP	Open	

Total Records: 25

5/7/2021

## A. Future Land Use Element



# Future Land Use Element

## INVENTORY & ANALYSIS

*\*Note: ~~\*\*The Summary Inventory & Analysis section within each element serves to contextually situate the data and analysis. Introductory narratives for each element are not being formally adopted into the plan, but serve as a guide to inform the origins of thoughts prior to addressing Goals, Objectives, and Policies.~~*

~~The following Existing Generalized Land Use ~~New Section~~ (Map (Map A-1) and) Inventory of Existing Land Uses (Table A-1) ~~features~~ identifies land use ~~(acreages\_ and percentages of conditions as they existed in March of 2021 according to Duval County Property Appraiser GIS parcel data and real-estate tax roll data\_ and\_) (optional population projections serve to)~~. While these projections are not required as part of the adopted plan, they are important as a reference for the City if asked to demonstrate how the FLUM accommodates growth. More than half of Neptune Beach’s land area (56%), excluding streets and public rights-of-way, is currently used for residential purposes, and about a third (29%) of the City is dedicated to conservation, parks, and open spaces.~~

~~According to the University of Florida’s Bureau of Economic & Business Research (BEBR) and US Census data estimates in addition to BEBR data, Neptune Beach’s population ~~only~~ increased by only 2.2% between 2010 and 2020 according to BEBR, compared to 95% in Jacksonville Beach, 9.2% in Atlantic Beach, and 13.9% in the City of Jacksonville. Given the limited amount of land available for residential development, a nominal net increase in population of 0.5% every ten years is anticipated over the coming decades, as shown below in Table A-2.~~

**Table A-1: Inventory of Existing Generalized Land Uses**

<u>Land Use*</u>	<u>Acreage</u>	<u>Percentage of Total Acreage</u>
<u>Commercial Total</u>	<u>103.5</u>	<u>9%</u>
<u>Residential Total</u>	<u>684.0</u>	<u>56%</u>
<u>Residential Low (3-7 Units/Acre)**</u>	<u>548.6</u>	<u>45%</u>
<u>Residential Medium (8-19 Units/Acre)**</u>	<u>135.4</u>	<u>11%</u>
<u>Civic &amp; Institutional</u>	<u>58.0</u>	<u>5%</u>
<u>Conservation, Parks &amp; Open Space</u>	<u>353.8</u>	<u>29%</u>
<u>Utilities &amp; Infrastructure</u>	<u>13.1</u>	<u>1%</u>
<p><u>Source: Duval County Property Appraiser Parcel Data and Real-Estate Tax Roll Data (March 2021)</u>  <u>* Duval County real-estate tax roll data land use categories do not necessarily match Neptune Beach zoning districts or future land use categories</u>  <u>** Duval County parcel data splits residential land use categories into two density categories, 3-7 units per acre and 8-19 units per acre. These ranges do not necessarily reflect actual densities on individual lots or permitted density according to this FLU element or the City’s zoning.</u></p>		

**Table A-2: Population ~~Growth Estimates & Projections~~ Projections**

<u>Year</u>	<u>Population</u>	<u>Growth Rate</u>
<del>2010</del>	<del>7030</del> <u>7,037 (actual)</u>	<del>NA</del> <u>2.2%</u>
<del>2015</del>	<del>7171</del>	<del>2.2%</del>
<del>2020</del>	<del>7,193 (estimated)</del> <u>7259</u>	<del>2.2% increase between 2010</del> <u>0.44% and 2020</u>
<del>2025</del>	<del>7291 (forecasted)</del>	<del>0.44%</del>
<del>2030</del>	<del>7,229 (forecasted)</del> <u>7323 (projected)</u>	<del>0.5% projected between 2020 and 2030</del> <u>0.44%</u>

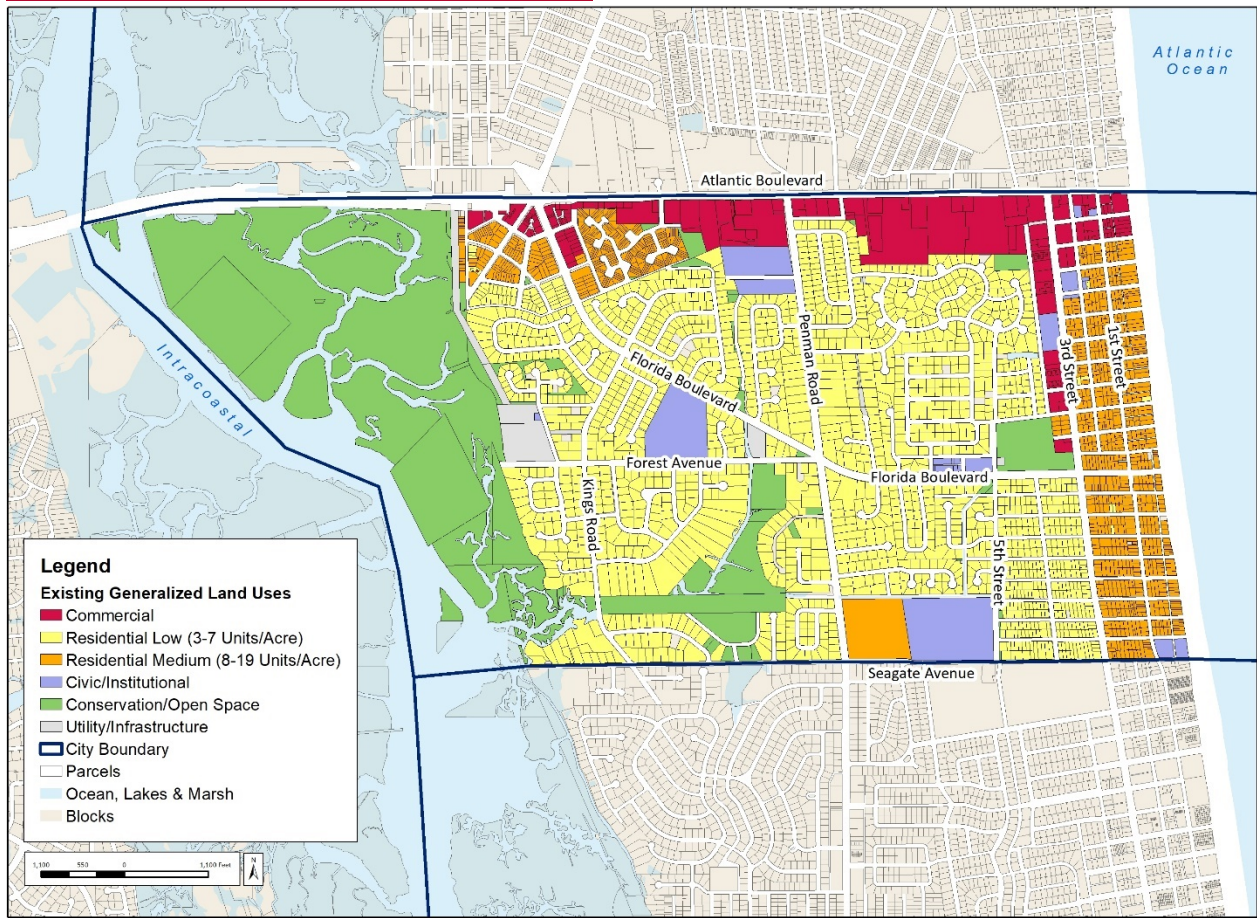


2035	7355 (forecasted)	0.44%
2040	7,265-7387 (projected/forecasted)*	0.5% projected between 2030 and 2040 0.44%
2045	7420 (forecasted)	0.44%
2050	7453-7,301 (projected/forecasted)*	0.5% projected between 2040 and 2050 0.44%

Source: 2010 statistics and 2020 estimates come from the University of Florida's Bureau of Economic and Business Research (BEBR) Report: *Florida Estimates of Population 2020*

\* Given the limited amount of land available for residential development in Neptune Beach a 10-year population growth rate of 0.5% has been applied to project population for 2030, 2040, and 2050. This represents about a quarter of the population growth estimated from 2010 to 2020. Should land use and zoning be updated in the future to allow for more mixed-use development in existing commercial areas, this population growth rate could increase.

**Map A-1: Generalized Existing Land Uses (March 2021)**



**GOALS, ObjectivesOBJECTIVES, AND POLICIES**

Future land use, new development, and redevelopment within the City of Neptune Beach shall be in accordance with the following Goals, Objectives, and Policies, and as further controlled by the Land Development Regulations, whichas may be amended to implement the Goals, Objectives, and Policies of this Comprehensive Plan. Development areas shall be defined by the land use categories described within the Future Land Use Element and as depicted on the Future Land Use Map, included in the Plan amendment as Mmap A-21 on the Future Land Use Map Series.

Pursuant to Chapter 163.3194(1), Florida Statutes, as may be amended, all ~~d~~Development undertaken ~~and~~, all actions taken ~~in regard to~~regarding ~~d~~Development shall be consistent with this Comprehensive Plan. Further, all Land Development Regulations enacted or amended shall be consistent with the adopted Comprehensive Plan, and in the event of ~~conflict/inconsistency~~ between the requirements of any zoning or Land Development Regulations ~~and the Comprehensive Plan~~, the regulatory provisions of this Comprehensive Plan shall prevail.

## Goal A.1

Preserve the pleasant character of the City and ensure that the scarce developable land remaining will:

- 1) ~~1~~) ~~D~~Develop sensitive to and is compatible with the existing development;
- 2) ~~A2~~) accommodate walkable redevelopment patterns that enhance quality of life and support desired street improvements;
- 3) ~~M3~~) minimize the threat to health, safety, and welfare posed by traffic congestion, commercial and industrial intrusions, and environmental degradation;
- 4) ~~I4~~) improve future redevelopment and enhance the quality of life;
- 5) ~~M3~~) minimize the threat to health, safety, and welfare posed by ~~high density~~, traffic congestion, commercial and industrial intrusion, and environmental degradation;
- 6) ~~54~~) Maintain the pleasant residential character of the community;
- 7) ~~65~~) Avoid blighting influences;
- 8) ~~P-76~~) provide safe and secure access to natural and recreational amenities;
- 9) ~~8~~) Preserve and enhance ~~eserve and enhance~~ environmental, coastal, ~~natural~~ historic and cultural resources;
- 10) ~~P97~~) provide coastal locations with reasonable public safety and security from hazardous conditions;
- 11) ~~and E108~~) encourage the use of renewable resources and promote energy efficiency;
- 12) ~~11~~) Respond to risks and threats posed by sea level rise and storm events; and
- 13) ~~P12~~) provide adequate parking supply that considers changing transportation habits and technology.

## Objective A.1.1

### Maintaining Residential Character

Future development and redevelopment shall preserve the residential character of the City by 1-) retaining the primarily residential character of ~~the City of Neptune Beach~~, 2-) ~~coordinate~~reducing densities on the FLUM and the Zoning Map with desirable existing conditions, y to match the Future Land Use Map (FLUM), and 3-) protecting and preserving the dense tree canopy and coastal waterway accesses.

## Policies

~~A.1.1.1~~ Based on the Density by Future Land Use and the Density by Zoning Tables above, and as a result of a thorough analysis of model development for each classification throughout the community, Ceontinue to identify and update desirable densities for each land use classification by calibrating densities to match the existing and historic buildings in the city, and revise plans and regulations to ensure their achievement within all City Regulatory Documents while calibrating densities to match the existing and historic buildings in the city.

~~A.1.1.1~~ Residential Land development as of the adoption date of this Plan Amendment or following the adoption of any Future Land Use Map Amendment shall be consistent with the following standards as indicated below:

### Table A-1

Residential Land Use Classification	Maximum Density Per Gross Acre
Low Density Residential	Up to 5 units
Medium Density Residential	5.1 to 10 units

A.1.1.2 All residential land development regulations enacted or amended must be consistent with the Comprehensive Plan.

~~In order to promote maximum pervious surface area for maximum resiliency and stormwater management, the City shall grandfather existing duplexes in without raising density caps numerically or changing density subcategories whereas future duplexes will require 2 lots and future triplexes would still require 3 lots. Existing duplexes east of Third Street on lots of at least 5,000 square feet are deemed conforming, as to density in this category provided that the duplex that complies with impervious surface area reductions and any other retrofit requirements set forth in the LDRs, or if is replaced with a new duplex that complies with all requirements for new buildings other than the minimum lot size.~~

~~A.1.1.3~~ The City shall continue to enforce its tree protection, landscaping, and buffering regulations as well as the protection of the right-of-way.

~~A.1.1.4~~ The City shall update its Land Development Regulations to include form-based elements which help preserve the unique character of the community at a residential and pedestrian scale.

~~A.1.1.3~~

~~A.1.1.4~~~~A.1.1.5~~ The City shall continue to manage, preserve, and construct facilities that provide diverse opportunities to all residents for both passive and active recreation, including parks, nature preserves, trails and bikeways, dune crossovers, waterway accesses, and associated amenities.

~~A.1.1.5~~~~A.1.1.6~~ The City shall expand opportunities for public access to the beach, the Intracoastal Waterway, and associated creeks and marshes for passive and natural resource based recreational activities.

## Objective A.1.2

### Public Services and Utilities

Adequate ~~p~~Public ~~s~~Services and ~~u~~Utilities ~~for future development and redevelopment~~ will be ensured through ~~Capacity Analyses and Levels of Service~~ and related provisions detailed in the Capital Improvements Element of this Comprehensive Plan. ~~“D” or better will ensure adequate service for future development and redevelopment.~~

## Policies

A.1.2.1 The City shall only issue development permits on the availability of facilities and services necessary to serve the proposed development or redevelopment. The facilities and services shall meet the established levels of service in this Plan and shall be concurrent with the impacts of development, or an alternative means of meeting concurrency requirements shall be provided in accordance with ~~Florida law, standards set forth within Chapter 9J-5, Florida Administrative Code.~~

**A.1.2.2** New public utilities and electric substations shall be permitted uses in all land use categories within a utility's service territory except those designated as conservation on the future land use map or by duly adopted ordinance. The standards as set forth in Section 163.3208, Florida Statutes shall apply.

**A.1.2.3** Public facilities and utilities shall be located and designed to provide the most cost-effective service and to minimize public inconvenience.

## Objective A.1.3

### **Redevelopment and Infill Development**

Encourage redevelopment and development of blighted areas without 1-) increasing density beyond the land use densities indicated on the FLUM, 2-) expanding non-conforming uses, 3-) increasing traffic congestion beyond the Level of Service outlined in the Land Development Regulations.

Redevelopment and Development shall integrate and advance: 1) Beautiful Streets and Trails through increased modal choice, 2) increased land use and transportation coordination, 3) increased safety measures and collaboration to adopt new Context Classifications, increased street networking, and a reduction in lane widths, 4) increasing the quality and opportunity for open spaces and active recreation through woonerfs, shared streets, marsh walks, neighborhood level squares and pocket parks, and kayak launches, 5) Promote art and culture in public places, including gateways for redevelopment catalysts, 6) optimize mobility options through shuttles, bike shares, and ride hailing services, 7) increase sustainability and resiliency through advanced stormwater improvement and the reclamation of pervious surface area, tree preservation, and low impact design principles.

The Neptune Beach Vision Plan identified the Top 6 Implementation Priorities which include:

- Carry out improvements to Neptune Beach's streets, focusing on constructing dedicated places for people to walk and bike, and supplement these improvements with off-street trails that make it safe and easy for all people of all ages and abilities to get around.
- Prioritize the safety of people walking, biking, and driving by implementing key intersection, crossing, and traffic calming improvements.
- Upgrade the city's stormwater management infrastructure and improve overall resilience.
- Invest in new and improved parks and open spaces, as well as adding street trees and landscaping, to improve the overall beauty, comfort, and vibrancy of Neptune Beach.
- Manage parking demand and supply in such a way that preserves community character.
- Update the City's Comprehensive Plan and Land Development Regulations to better ensure high quality, predictable, and feasible redevelopment.

The successful identification and selection of implementation strategies ensures the realization of key priorities and projects. The Vision Plan encourages the use of regulatory changes and programs in addition to capital improvement projects and additional planning studies as necessary to achieving the policy goals. To achieve maximum redevelopment projects, a strong Capital Improvements Program in addition to the creation and implementation of a Community Redevelopment Area (CRA) will be key in the ability to make significant investments and reinvestments within the community that advance safety, resiliency, and quality as well as advance the local and regional collaboration to optimize public infrastructure improvements.

## Policies

**A.1.3.1** MPlanned Unit Developments or mixed use, consisting of office and commercial uses and but not residential uses, -should be considered in the areas designated as commercial on the FLUM.;

A.1.3.2 All redevelopment activities shall be based on sound planning principles that will conserve the natural environment and achieve the desired community characteristics without increasing traffic congestion.

A.1.3.3 The City shall not permit expansion or replacement of land uses in a manner that is inconsistent with this Comprehensive Plan.

A.1.3.4 The City shall enforce City codes that identify and eliminate blighted areas.

~~A.1.3.5 Utilize flexible regulatory methods to provide incentives for achieving environmental enhancement economical land development, and energy efficient patterns of land use that provide for an appropriate mix of uses within the City.~~

## Objective A.1.4

### Appropriate Land Use and Development Patterns

Future development and redevelopment shall be in an efficient manner that supports the use designation as set forth on the Future Land Use Map in this Plan. The development, redevelopment, and land use patterns shall 1-) enforce the residential densities and limitations upon the type and intensity of uses; 2-) respect the predominantly residential character and small-town scale of the City; 3.) ~~address~~eliminate non-conforming uses; 4-) protect coastal and environmental resources; and 5-) encourage healthy and aesthetically pleasing living conditions.

## Policies

A.1.4.1 The City shall review all applications for development permits to determine compliance with the Land Development Regulations, particularly regarding any provisions of required parking, open space, impervious surface area limits, onsite traffic flow, appropriate signage, landscaping, and tree protection so as to avoid traffic congestions, hazardous public safety conditions, and inefficient land use that may also result in harmful environmental or aesthetic effects.

A.1.4.2 The land use categories depicted in the 20~~2112~~-20~~4622~~ Future Land Use Map (FLUM), Map A-~~2,1~~ shall permit the following uses and activities:

- (A) **Conservation:** Conservation lands shall include those lands so designated on the FLUM. These areas are generally composed of open land, water, marsh, wetlands, and environmentally sensitive areas. They may be either ~~publicly~~publicly or ~~privately owned~~privately owned. The intent is for the natural and open character of these areas to be retained so that adverse impacts ~~are~~shall be prohibited or minimized.

Permitted uses within the Conservation category shall be limited to the uses allowed by the Land Development Regulations.

- ~~(B)~~ **Residential:** Residential uses shall be permitted in ~~these the following four~~six areas ~~so~~ designated on the FLUM in accordance with the applicable permitted density and as further controlled by the Land Development Regulations and the Florida Building Code. ~~Residential areas are can further be classified as either "Traditional Residential" or "Neighborhood" or "Suburban Residential", both of which are split into four three intensity categories, based on as reflected within the Future Character Areas Map recommendations within the Neptune Beach Vision Plan.;~~



- (1) ~~Traditional Residential I: Neighborhood:~~ characterized by ~~smaller lot sizes and more~~ historical development patterns that are ~~. This classification is primarily the area East of Third Street and the area south of Florida Boulevard to Seagate and are bordered by Fifth<sup>5<sup>th</sup></sup> Street to the west and Third Street to the east. Densities are limited to 5 residential units per gross acre.~~
- (2) ~~and the northwestern corner of the City near the Marsh. Traditional Residential II:~~ characterized by historical development patterns that are east of Third Street, plus the northwestern corner of the City ~~near the Marsh~~ along Florida Boulevard between Atlantic Boulevard and Oakhurst Drive. Densities are limited to 10 residential units per gross acre. Existing duplexes east of Third Street on lots of at least 5,000 square feet are deemed conforming ~~as with regard to the~~ density provided the duplex complies with impervious surface reductions and any other retrofit requirements set forth in the LDRs, or is replaced with a new duplex that complies with all requirements for new buildings other than the minimum lot size.
- (3) ~~Traditional Residential III:~~ characterized by historical development patterns in the northwest corner of Neptune Beach that are along the marsh and between Pine Place and Marsh Point Road. Densities are limited to 17 residential units per gross acre. Intensity category III is meant to accommodate the densest and most compact residential types in the city.
- (4) ~~Suburban Residential I:~~ characterized by single-family homes on larger lot sizes ~~and increased~~ with greater yard setbacks, this designation comprises the largest percentage of land area dedicated to residential development. Densities are limited to 5 residential units per gross acre.
- (5) ~~Suburban Residential II:~~ this designation is characterized by ~~higher densities of units per acre than the "I" classification~~ middle to low-density residential types, including townhouses and duplexes, which are arranged according to conventional suburban development patterns, including large building setbacks and limited street connectivity. ~~achieved by multifamily and condominium units and not by single-family residential clustered on smaller lots that is characteristic of the traditional neighborhood classification.~~ Densities are limited to 105 residential units per gross acre.
- (6) ~~Suburban Residential III:~~ this designation is characterized by multifamily condominiums or apartment complexes, which are arranged according to conventional suburban development patterns. Currently this Future Land Use designation applies exclusively to the Ocean Oaks Apartments complex. Densities are limited to 17 residential units per gross acre.

Density caps are expressed as the number of residential units per gross acre. For new development and significant redevelopment, gross acre means the entire site area, including land that will become streets. For buildings on lots that have already been subdivided and for streets that have already been created, gross acre means the entire lot area plus one-half the width of the adjoining street.

~~(B)(C)~~ **Commercial and Mixed-Use Commercial:** ~~The Commercial uses shall be permitted in the following five areas designated on the FLUM which land use category is intended to provide~~ appropriate locations for neighborhood and community businesses that provide services and retail sales for the City and the closely surrounding communities.



Government, civic, religious, cultural, and institutional uses may also be located within ~~these areas~~this category. Permitted uses ~~within these areas~~with the Commercial category, along with uses that may be allowed by special exception, ~~are described generally here and will be regulated more specifically~~ shall be limited to the following and as more specifically described within the Land Development Regulations, which will also address~~restrict intensities when in and when located within the respective Zoning District classifications, which are intended to provide a decreasing level of service intensity due to~~ proximity to residential uses.

(1) ~~Walkable Commercial Corridor~~Commercial Low: These areas shall include offices, ~~and~~ professional services, and retail sales that promote and advance walkability, which service the routine and daily needs of residents and that are compatible with and have no measurable or noticeable adverse impacts upon surrounding residential uses that also promote and advance walkability.

(2) ~~Commercial~~ Medium: These areas shall include retail sales, ~~and~~ services, offices, professional services, and light industrial/artisan uses ~~for one or more neighborhoods.~~

(3) ~~Commercial~~ High: These areas shall include office, professional services, and retail ~~to sales and service that~~ serve the overall community. Based on community feedback, residential development is prohibited within this category, which does not include properties within the Town Center area~~CBD zoning district. Residential uses in conjunction with commercial development and redevelopment shall be permitted through special exception in Planned Unit Development/mixed use development provided the residential portion does not exceed the residential high density category and is not located within the Coastal High Hazard Area.~~

(4) Neighborhood Center: The Neighborhood Center area shall include an eclectic mix of commercial, office, artisan, and production, distribution, and repair (PDR) uses, all of which are designed to promote walkability. This land use category is intended to provide residents west of Penman Road with a place to shop, eat, and seek professional services within walking or bicycling distance. The broader range of permitted light manufacturing and artisan uses is also meant to attract new businesses and creative entrepreneurs to the area.

~~(2)~~

~~(3)~~(5) Town Center~~Central Business District~~: This area contains a well-established pattern and character of development with a mix of commercial uses and compatible residential uses that encourage an urban-intensive, pedestrian oriented neighborhood ambiance.

~~(D)~~ Education: These areas shall include ~~accredited public schools and facilities related to public schools~~government uses.

~~(C)~~ Government and Public Utilities: These areas shall include uses such as ~~accredited public schools~~, government uses, which include buildings, structures, utilities and public services, and infrastructure, including police, fire, and emergency services.

~~(D)~~(E) \_\_\_\_\_

~~(E) Recreation and Open Space:~~ These areas shall include public and private parks, open space, passive, and active recreation areas. Some park and open space land may be designated as Conservation on the FLUM or on the official zoning map. All beach areas that are seaward of private property lines shall be considered Recreation. Permitted uses shall include public passive and active recreation activities. Government and public safety uses including inge lifeguard, fire, and police services may be located in Recreation areas.

(F)

~~A.1.4.3 Additional commercial development shall be permitted only on those lands that are zoned to permit such development as of the adoption date of this Plan or following the adoption of an amendment to the Future Land Use Map (FLUM). In considering any FLUM amendment, the City shall find that each of the following conditions are demonstrated by the applicant:~~

~~(a) There are adequate public facilities available to serve the proposed development.~~

~~(b) The proposed commercial development shall not have adverse impacts on surrounding neighborhoods, other properties, the natural environment, the aesthetic qualities of the City and shall not impair or degrade scenic natural views.~~

~~(c) There is a demonstrated deficiency of commercial lands within the City to serve the needs of residents of the City of Neptune Beach.~~

~~The Future Land Use Map and all Maps included within the 202112-204622 Comprehensive Plan Map Series are adopted herewith as part of this Plan amendment. In the event of any conflict between any Maps and the text of the Plan, the text of the Plan shall control.~~

~~A.1.4.4A.1.4.3 The City's Zoning, Subdivision and Land Development Regulations, zoning or other maps, and any regulations within the City's Code of Ordinances related to the use and development of land shall be consistent with subordinate to the Comprehensive Plan and the Future Land Use Map, which is part thereof.~~

~~A.1.4.5A.1.4.4 Where interpretation is required to determine exact boundaries as depicted upon the Future Land Use Map, boundaries shall be determined by the nearest property line, the right-of-way line of streets, municipal boundaries, section, township, and range lines, or environmental or geographic features which serve as natural boundaries, as may be appropriate.~~

## Objective A.1.5

### Historic & Archaeological Resources

~~In collaboration with the Florida Division of Historical Resources, the City shall identify, protect, and preserve sites and development that are of historic, architectural, archeological, civic, or cultural importance. Collaboration with the Florida Division of Historical Resources from damage or destruction sites, structures, and neighborhoods which have been identified as having historic, architectural, archaeological, civic, or cultural importance.~~

~~Preservation of such valuable resources shall be encouraged by the City.~~

~~Shall involve conducting a historical survey to identify and classify historical structures and places of historical significance within the City and then regulations shall be updated for the protection and preservation of sites and structures designated as historically, architecturally, and/or culturally significant.~~

## Policies

~~A.1.5.1~~ ~~The City shall conduct a historic resources survey to consider the possibility of designating local historic landmarks and establishing a local register of historic properties and/or local historic districts.~~

~~A.1.5.1~~ ~~Provisions shall be included in the Land Development Regulations shall be revised that provide for the protection and conservation of historic resources, and for the protection of historically significant properties as identified through the historical survey, and for the protection of properties placed within the local register of historic properties and/or local historic districts.~~

A.1.5.2

A.1.5.3 Site and structures which are determined to have historic or archeological significance, and which are found to be worthy of preservation in accordance with standards established by the Florida Division of Historical Resources, shall be protected to the greatest extent possible.

## Objective A.1.6

### Environmental Resources

The City shall protect, conserve, and enhance ~~natural natural environment~~ features and any other ~~environmental~~ natural resources including wetlands, wildlife habitats, estuarine systems, and surface groundwater resources.

## Policies

A.1.6.1 Land development within the City shall be permitted only where such development is compatible with environmental limitations of the site and only when submitted plans demonstrate appropriate recognition of the site characteristics.

A.1.6.2 The City shall maintain an inventory of lands which possess significant environmental features, habitats, and areas of unique interest or beauty. The potential for development proposals to adversely impact such areas shall be considered prior to the issuance of development permits.

A.1.6.3 The City shall protect potable water well fields and surface waters from the adverse impacts of development and shall prohibit the establishment of incompatible land uses adjacent to potable water wells ~~as indicated within Map AD-51 within the Infrastructure Element.~~

A.1.6.4 The City shall protect natural environment features by maintaining the buffers implemented through the Land Development Regulations.

A.1.6.5 The City shall not issue development permits that would significantly alter wetland communities and functions.

A.1.6.6 New development and redevelopment shall be subject to the stormwater regulations set forth within the Land Development Regulations, and post development conditions shall not discharge any increased level of stormwater run-off in the City's stormwater system.

A.1.6.7 The City shall not permit public access ways to the beach, the Intracoastal Waterway, or other waterways which are open to the public as of the adoption of this Plan to be closed, vacated, or restricted from public use in any manner.

**A.1.6.8** The City shall require that, as a condition of development approval, new construction projects provide effective stormwater management in order to avoid the contamination of Environmentally Sensitive Areas, wetlands, marsh and estuarine environments in accordance with applicable water quality standards of the St. Johns River Water Management District, the City's National Pollutant Discharge Elimination Systems (NPDES) permit and Stormwater Management Plan and the Land Development Regulations, as may be amended.

**A.1.6.9** The City shall expand opportunities for public access to the beach, the Intracoastal Waterway, and associated creeks and marshes for passive and natural resource based recreational activities.

**A.1.6.10** Continually review and update the City's requirements for permeable surface areas in new projects or renovations to reduce heat island effect and stormwater runoff and incentivize maximum pervious surface area recapture or preservation.

**A.1.6.11** Revise residential site design standards and improve enforcement to ensure that new construction properly manages stormwater on-site and reduces runoff into neighboring properties.

**A.1.6.12** Protect the City's existing tree canopy and implement a street tree program that encourages homeowners and businesses to plant more shade trees by committing to maintaining the trees once they are planted.

**A.1.6.13** Work with local nonprofit groups to implement sustainability initiatives, including composting programs, water testing, rain barrel programs, single-use plastic bans for City buildings, and beach cleanups, low impact design, and the use of native plantings.

## Objective A.1.7

### **Post Disaster Redevelopment**

In the event of post disaster redevelopment, the City shall encourage innovative concepts for land development that will conserve natural resources, protect environmental sensitive areas, reduce the dependence upon automobile travel, prevent property damage, and threaten human safety and security. The Neptune Beach Vision Plan outlined recommendations for addressing vulnerability and resilience, which include conducting assessments and creating an adaptation plan, supporting COJ/Duval County's stormwater project investments within the City of Neptune Beach, continuing to coordinate resilience efforts with the City of Jacksonville and the Beaches, and conducting community outreach and education to better inform citizens of the risks of climate change and what they can do to better protect and prepare their own properties.

## Policies

**A.1.7.1** The reassessment, protection and preservation of vulnerable lands shall coincide with the recapture and preservation of pervious surface area to reduce the impact and potential for events to occur. The delineation of vulnerable lands shall continue to be monitored and may shall be reflected as part of the FLUM series as expanded indicating conservation areas. Land development standards shall continue to be re-evaluated to ensure that the maximum amount of pervious surface area is being recaptured and preserved to lessen the impact of events and for maximum stormwater management. Opportunities for encouraging the use of innovative land development practices shall be provided within the Land Development Code.

~~A.1.7.2~~ The City shall continue to participate in the Duval County Local Mitigation Strategy (LMS) and shall continue to implement the goals and objectives of the LMS.

~~A.1.7.3~~

~~A.1.7.4~~ The City shall identify the Coastal High Hazard Area (Map A-3) as the area below the Category 1 storm surge line as established by the Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model as mapped in the Storm Tide Atlas prepared by the Northeast Florida Regional Council as part of the latest Regional Hurricane Evacuation Study pursuant to Chapter 163, Florida Statutes. Additionally, the Sea Level Rise (SLR) Map that was created as part of the Vision Plan is included within the Coastal Management Element for further reference.

~~A.1.7.2~~

~~A.1.7.5~~ The City shall continue to monitor the ability to safely evacuate as related to density that was factored into future land use plan element to strategically plan for the event of an impending natural disaster.

~~A.1.7.6~~~~A.1.7.3~~ The City shall not approve Plan or Map amendment that will increase residential densities within the Coastal High Hazard Area, as depicted by the Coastal High Hazard Area map, adopted as Map A-2 of the Future Land Use Map Series and made part of this Plan. The Division of Emergency Management shall manage the update of the regional hurricane evacuation studies, ensure such studies are done in a consistent manner, and ensure that the methodology used for modeling storm surge is that which is used by the National Hurricane Center.

~~A.1.7.7~~ The City shall not approve changes to the Zoning District classifications or amendments to the Future Land Use Map that would have the effect of increasing populations with special hurricane evacuation needs as described within Chapter 252.355, Florida Statutes. Objective A.1.8

**Public Schools and School Planning**

~~Any new public schools within the City shall be located in accordance with the Comprehensive Plan and with the Interlocal Agreement for Public School Facility Planning, adopted pursuant to Section 163.3177, Florida Statutes, between the Duval County School Board, the City of Neptune Beach, the City of Jacksonville, the City of Atlantic Beach, the City of Jacksonville Beach, and the Town of Baldwin and in accordance with Public School Facilities Element of this Plan.~~

## Policies

~~A.1.8.1~~ The City shall maintain its shared use agreements with elementary school (Neptune Beach Elementary) and high school (Fletcher High School) and shall continue to encourage the shared use of these public facilities.

~~A.1.8.2~~ Considering motorized and non-motorized traffic movements and parking requirements, the City shall continue to enforce land use and subdivision regulations to provide for the safe and convenient on-site traffic flow.

## Objective A.1.89

### **Energy Efficiency and Energy Conservation**

~~In order to~~ conserve and protect buildings, land, resources and to promote a healthier environment for the City's residents, the City shall encourage the development and use of renewable energy resources.

## Policies

- A.1.9.1** The City shall encourage the use of transit and alternative methods of transportation through efficient land use patterns so that there is a decrease for the reliance on the automobile.
- A.1.9.2** The City will encourage walk-ability and bike-ability ~~as a means to~~ reduce greenhouse gas emissions, promote a healthy community, and provide access to public, and natural resources.
- A.1.9.3** The City shall develop and implement an energy management plan to minimize fuel, electric and water resources in City buildings, fleet vehicles, and public properties.
- A.1.9.4** Public buildings and facilities shall be constructed and adapted where reasonably feasible to incorporate energy efficient designs and appropriate "green" building standards. The green building standards are set forth by the Florida Green Building Coalition, Inc.
- A.1.9.5** The City shall continue to promote and enforce energy efficient design and construction standards as these become adopted as part of the State Building Codes.

## Objective A.1.10

### ~~Coordination with Other Agencies and Agencies – Adjacent and – Cities Adjacent Cities~~

The City shall coordinate its planning and development activities with the resources management ~~p~~Plans of the St. Johns River Water Management District, the Florida Department of Environmental Protection, the City of Jacksonville, the City of Atlantic Beach, the City of Jacksonville Beach, ~~and as well as~~ other private entities and public agencies, as may be appropriate.

## Policies

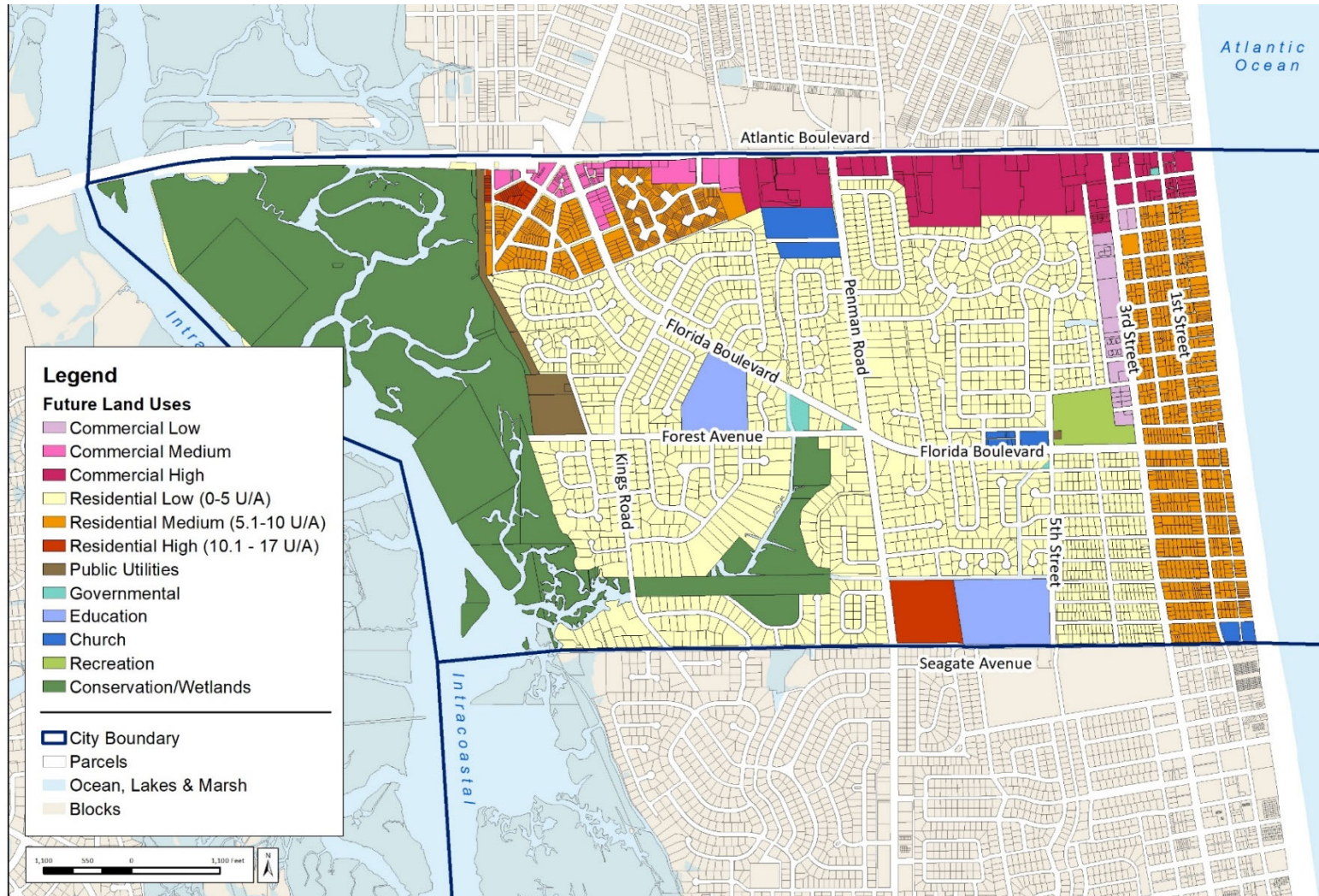
- A.1.10.1** The City shall develop and adopt regulations and policies which are consistent with resource management plans of other government agencies and any special districts within which the City is located.
- A.1.10.2** The City shall not issue local development permits prior to the issuance of any other required permit from County, State or Federal agencies having jurisdiction and permitting authority over the proposed development. Issuance of a required permit from County, State or Federal agencies shall not be presumed to be an entitlement to a local Development Permit.



## City of Neptune Beach

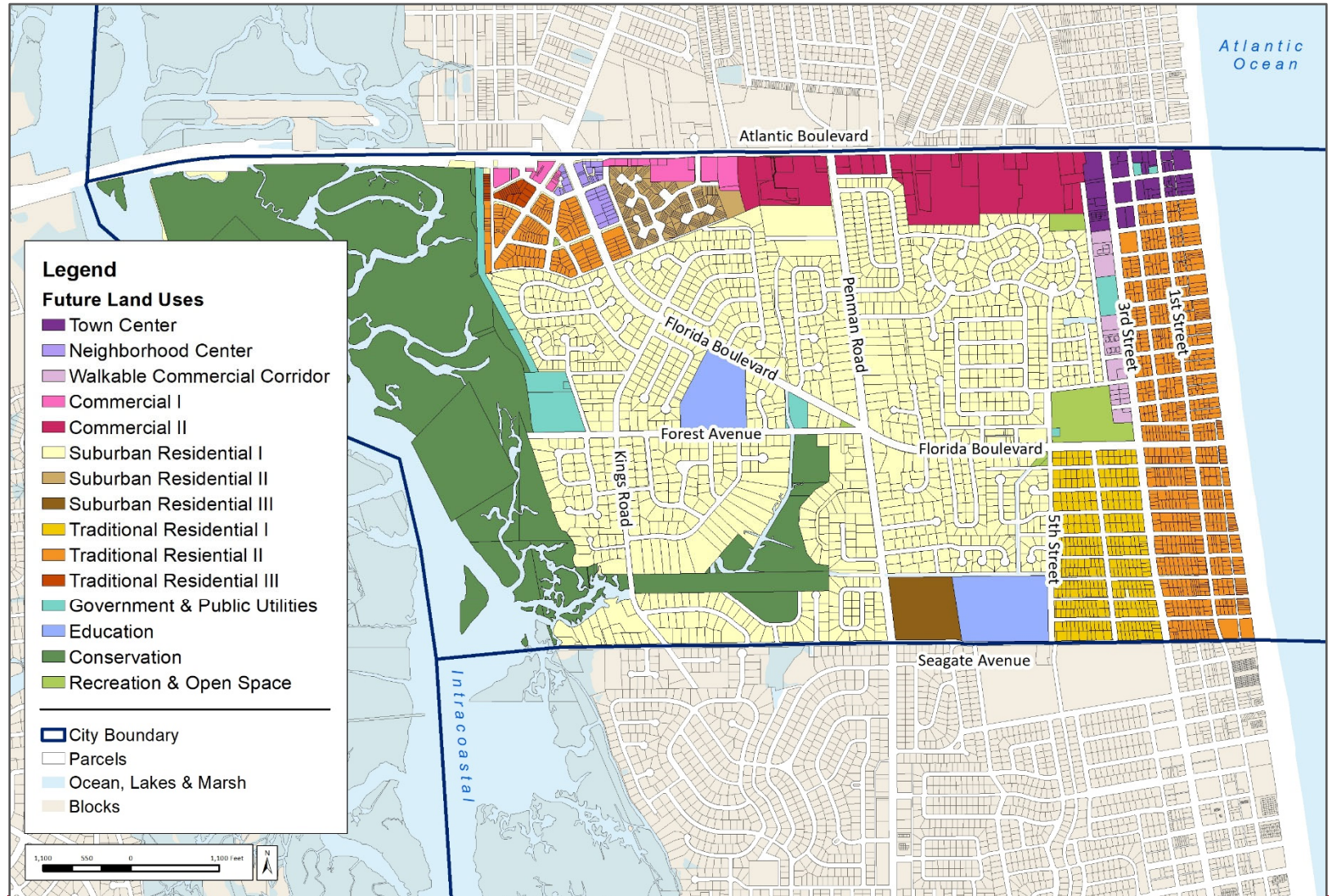
The Future Land Use Map and all Maps included within the 2021-2046 Comprehensive Plan Map Series are adopted herewith as part of this Plan amendment. In the event of any conflict between any Maps and the text of the Plan, the text of the Plan shall control.

### Map A-2: 2012 – 2022 Future Land Use Map (FLUM)

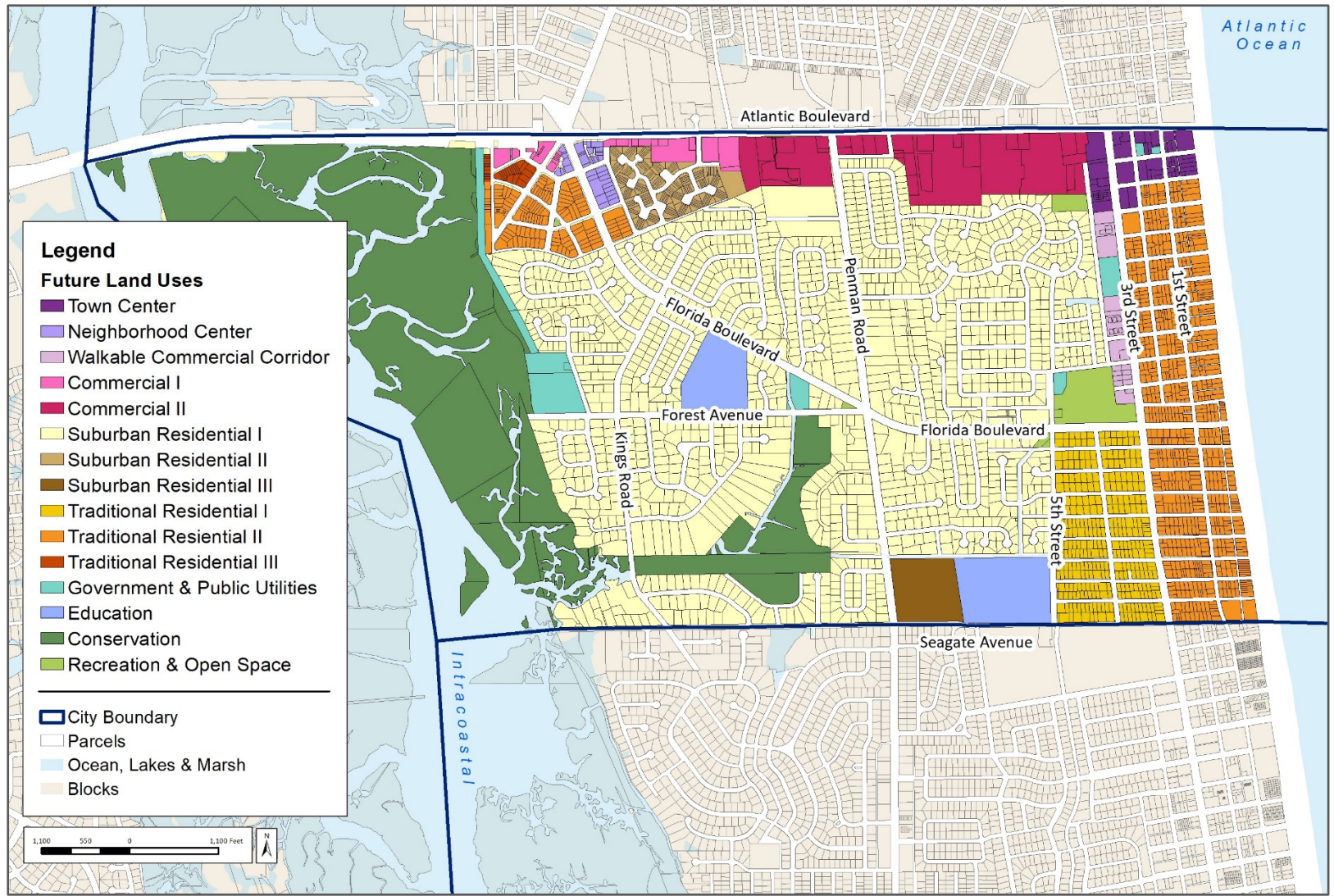




Map A-2: 2021 – 2046 Future Land Use Map (FLUM)

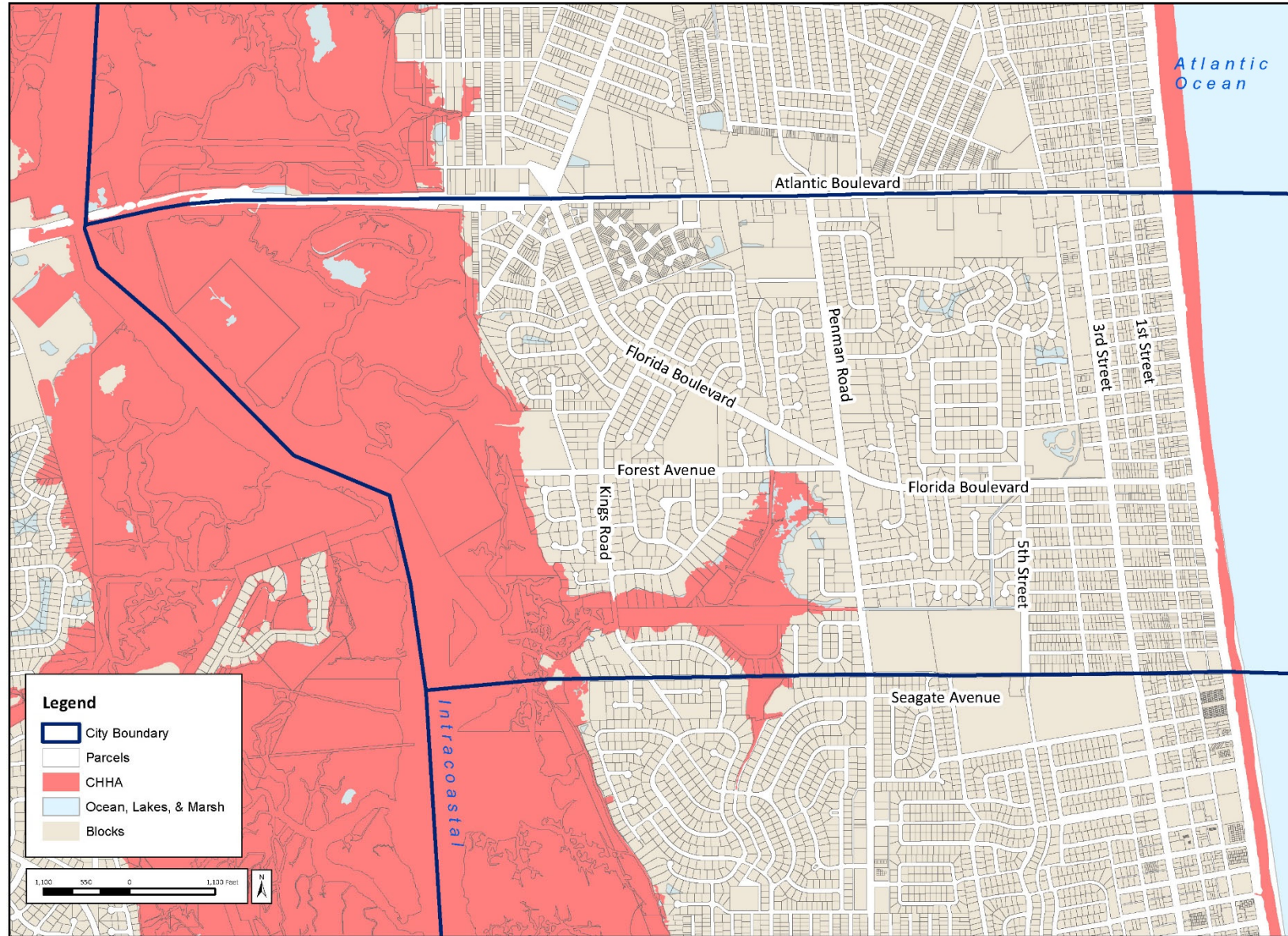






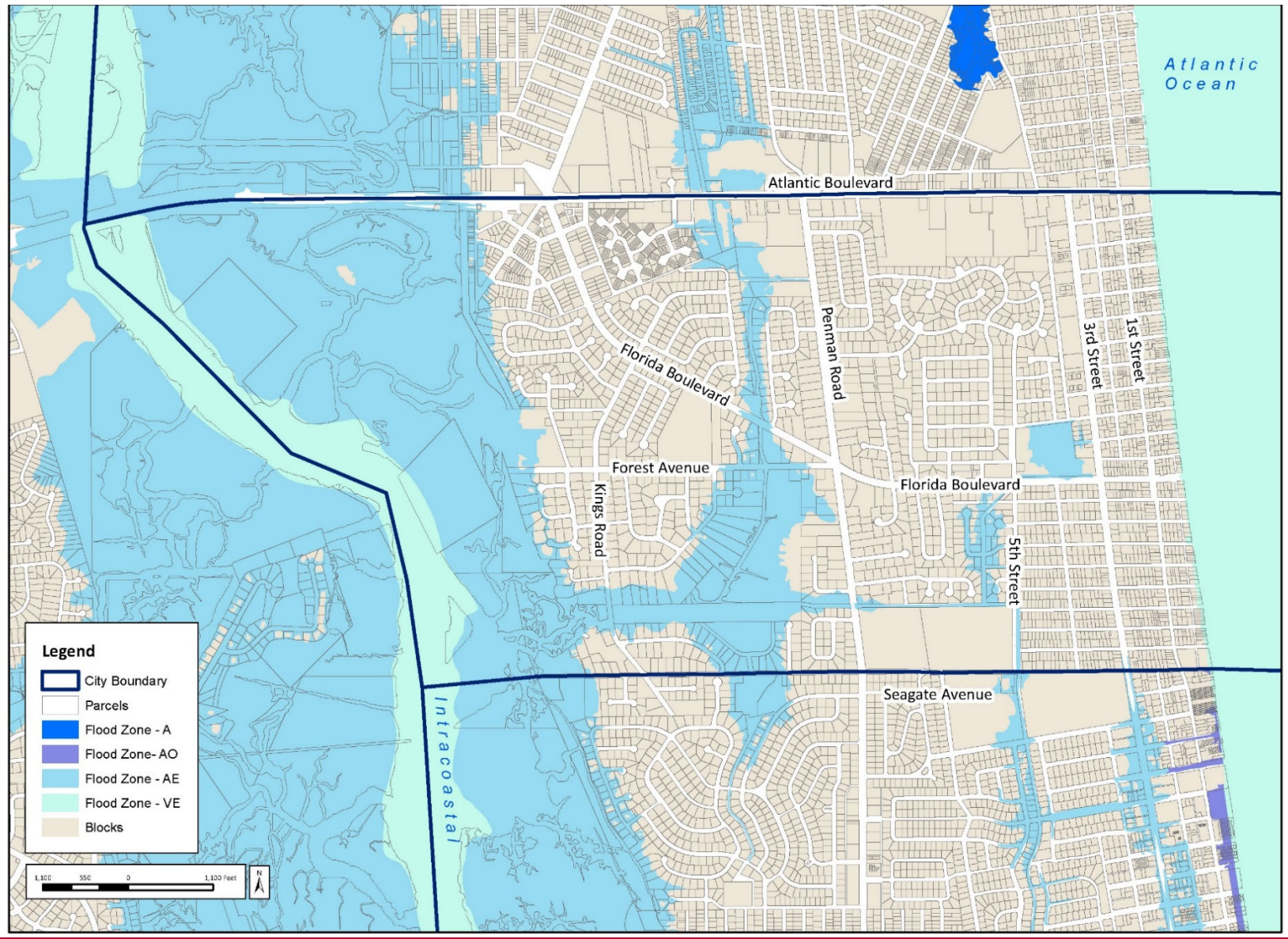


Map A-3: Coastal High Hazard Area (CHHA)



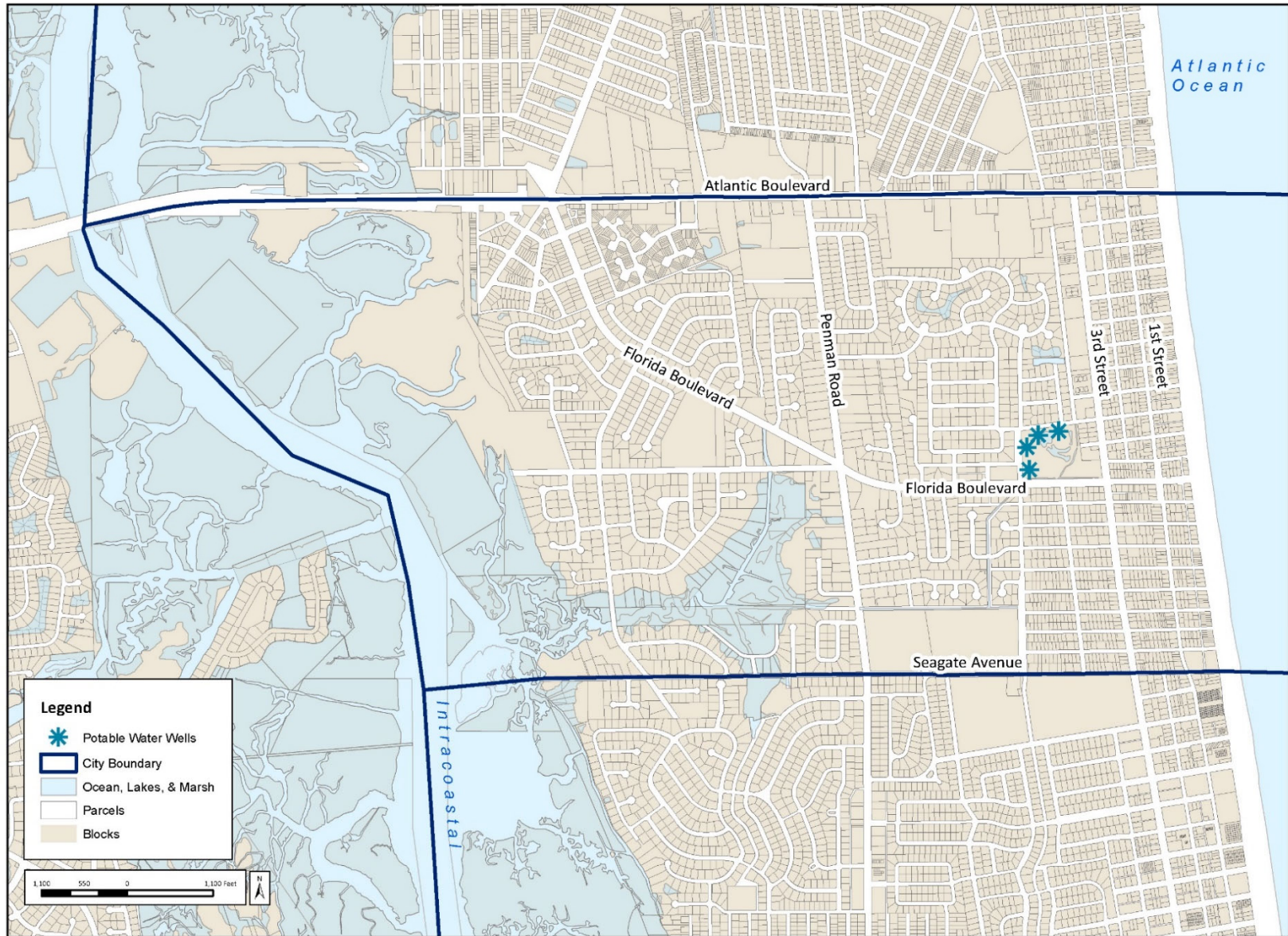


Map A-4: Flood Zones



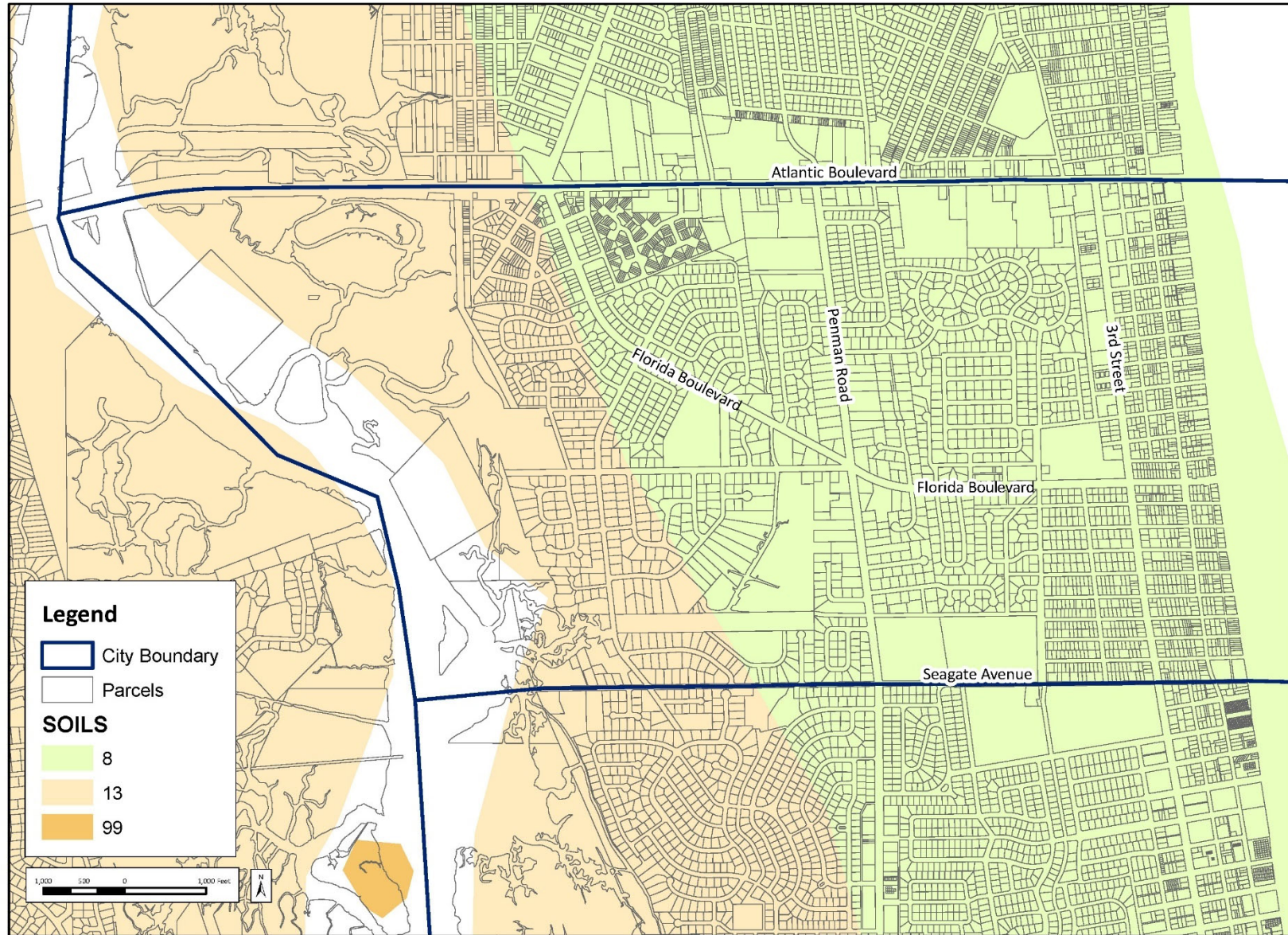


Map A-5: Potable Water Wells





Map A-6: Mineral & Soils



## B. Transportation Element



# Transportation Element

## INVENTORY & ANALYSIS

*\*Please note: The ~~Summary~~ Inventory and Analysis sections -within each element serves to contextually situate the data and analysis. Introductory narratives for each element are not being formally adopted into the plan, but serve as a guide to inform the origins of thought while preparing the adopted ~~prior to addressing~~ Goals, Objectives, and Policies.*

### Introduction

~~The 2010 Comprehensive Plan prepared in 1990 contained the Traffic Circulation Element; however, Chapter 163 of the Florida Statutes (Section 163.3177(6)) requires a more comprehensive approach to traffic and transportation now known as the Transportation Element. This Transportation Element provides an analysis of transportation, mobility, addresses safety, traffic circulation, alternative modes of travel, parking, hurricane evacuation capacity, and land use coordination densities to support multimodal public and private transportation innovations. Particular emphasis has been placed on pedestrian safety in order to increase the walkability of our community while reducing an overreliance on the automobile. Further, traffic congestion at major intersections, such as Atlantic Boulevard and Third Street, and the Five-Way Intersection, have been explored through community visioning and intergovernmental coordination to effectively plan for the future. Along Atlantic Boulevard and Third Street A1A, the automobile continues to dominate, and roadway classifications continue to reinforce speeds that make pedestrian crossings precarious.~~

~~This element and this plan encompasses Existing and planned Transportation Facilities are identified within map B-1 of the map series.~~

~~This Transportation Element provides an analysis of transportation and mobility issues within the City of Neptune Beach. A planning time-frame of twenty-five years, resulting (within the planning horizon year of 2042), is which has been incorporated into the analysis of future conditions. Existing and planned Transportation Facilities are identified within map B-1 of the map series.~~

Traffic data from the Florida Department of Transportation (FDOT), North Florida Transportation Planning Organization, Jacksonville Transportation Authority (JTA), and the City's Department of Public Works has been considered when preparing ~~compiled into~~ this element.

~~Community collaboration accentuated the need for greater safety, walkability, and interconnectivity through multiple modes of transportation that coordinate not only with land use but that will also advance the quality of life. From reducing roadway classifications and lane widths, to adding street trees, bollards, hardscaping, and advanced signalization, we have begun the process to realize the community vision to advance safety and walkability to promote a true pedestrian scale and orientation.~~

~~This Comprehensive Plan update areis taking place just as several trends and technologies are reshaping transportation and infrastructure design at the national, state, regional, and local levels. National standard setting organizations are reviewing methods for forecasting, analyzing, planning, operating, and managing transportation systems. This is reflected in FDOT's update to the State Transportation Plan, including which includes new concepts such as Vision Zero, use of technology, reduced greenhouse gas emissions, and alternatives to single~~



occupancy vehicles. Moreover, the Department is expanding the destination of performance to include traveler access to important destinations, a departure from previous definitions focused solely on auto travel metrics.

~~Because many of these technologies and innovations are in testing and pilot phases, it can be difficult to create detailed objectives and policies within a Comprehensive Plan's Transportation Element. However, ideas generated during the visioning process can create a foundation for futureproofing Neptune Beach's transportation system. In the Comprehensive Plan, we can build objectives and policies to help position Neptune Beach for grants, technical assistance, and partnerships that are critical for testing, launching and scaling new mobility services. In the event an impactful technology gains rapid market adoption, the town can mobilize quickly to manage new services, hardware, software, and infrastructure without a lengthy plan modification. In addition, the expected surge in connected devices will likely result in the need for additional communications infrastructure. While federal and state entities have issued pre-emptive rules that limit a locality's ability to fully regulate the look and placement of communications infrastructure, language within a Comprehensive Plan can lay the groundwork for negotiations that meet all stakeholder needs. This element also sets the stage for a transition to Vehicle Miles Traveled (VMT) in lieu of Level of Service to reorient the focus to actual use as compared to capacity and demand. This transition will identify the approaches most likely to best serve the community and will help to best identify advancements to situate the City in with leading cities throughout Florida to best meet the current and future state requirements for the transportation element.~~

~~Citizens seeking to further engage the community planning process can use the data available within this element to continue to advance the design and application of safety and quality for the community. This element provides a summary of transportation, mobility, parking and safety concerns, in addition to the goals, objectives, and policies that will formally be adopted as part of the new City of Neptune Beach Comprehensive Plan.~~

#### **Reorienting the Focus to Vehicle Miles Traveled (VMT) instead of Level of Service (LOS) Standards**

~~This element also sets the stage for a transition to Vehicle Miles Traveled (VMT) in lieu of Level of Service to reorient the focus to actual use as instead of compared to capacity and demand. This transition will identify the approaches most likely to best serve the community and will help to best identify advancements to situate the City in line with other leading cities throughout Florida to best meet the current and future state requirements for the transportation element.~~

~~Vehicle Miles Traveled (VMT) focuses on actual usage or vehicular travel across the system rather than just at specific points. VMT is estimated, which is usually assigned per person or per household, as opposed to focusing on capacity of individual roadways. LOS is indicated by assigning within Level of Service (LOS) Standards, which indicates The Level of Service (LOS) is a measure to determine the quality of service of the transportation infrastructure through analysis and assignment of an Alphabetical letter, where "A" was indicative of the highest level of surplus capacity; available and "D" is often considered the lowest acceptable standard; and "F" being the worst, with travel demand exceeds road capacity. This focus its approach takes into account several factors including a measure of traffic density (or congestion), speed and travel time, maneuverability, driving comfort, convenience, and operating cost. The advantage to using LOS in the past was due to its universal application that overcame difficulty in comparing is used because it is difficult to compare average speeds for different road classifications. The LOS comparison is used to show a measure of efficiency along the roadway. The LOS standards represent a range of operational conditions not a precise number in volume. The transportation LOS system uses letters A through F, with A being the best and F being the worst. The lower limit (lowest speed, highest volume) of this LOS has been used in the design of highways.~~

~~The following are general descriptions of the six Levels of Services as established by the Transportation Research Board, 1997:~~

LOS A = Free-flow traffic with individual users virtually unaffected by the presence of others in the traffic stream.

~~A condition of free flow, accompanied by low volumes and high speeds. Traffic density is low with uninterrupted flow speeds controlled by driver desire, speed limits, and physical roadway conditions. Little or no restriction in maneuverability due to presence of other vehicles enables drivers to maintain their desired speeds and arrive at their destinations with little or no delay.~~

LOS B = Stable traffic flow with a high degree of freedom to select speed and operating conditions but with some influence from other users. A condition of stable flow with operating speeds somewhat restricted by traffic conditions. Drivers still have reasonable freedom to select their speed and lane operation. Reductions in speed are not unreasonable with a low restriction of traffic flow.

LOS C = Restricted flow that remains stable but with significant interactions with others in the traffic stream. The general level of comfort and convenience declines noticeably at this level.

~~Still a stable flow, but speeds and maneuverability are more closely controlled by the higher volumes. Most drivers are restricted in their freedom to select their own speed, change lanes, or pass. A relatively satisfactory operating speed is still obtained with service volumes suitable for urban design.~~

LOS D = High-density flow in which speed and freedom to maneuver are severely restricted and comfort and convenience have declined even though flow remains stable.

~~Approaches unstable flow, with tolerable operating speeds being maintained, although considerably affected by changes in operating conditions. Fluctuations in volume and temporary restrictions to flow may cause substantial drops in operating speeds. Drivers have little freedom to maneuver, and comfort and convenience are low. These conditions can be tolerated, however, for short periods of time.~~

LOS E = Unstable flow at or near capacity levels with poor levels of comfort and convenience.

~~Cannot be described by speed alone but represents operations at low operating speeds, typically, but not always, in the neighborhood of 30 miles per hour, with volumes at or near the capacity of the highway. Flow is unstable, and there may be stoppages of momentary duration. This LOS is associated with operation of roadway at capacity flow.~~

LOS F = Forced traffic flow in which the amount of traffic approaching a point exceeds the amount that can be served. LOS F is characterized by stop-and-go waves, poor travel times, low comfort and convenience, and increased accident exposure.

~~A forced low operation at low speeds, where volumes are well above capacity. In the extreme, traffic comes to a standstill. These conditions usually are the result of vehicles backing up from a restriction. The section under study will be serving as a storage area during parts or all of the peak hour. Speeds are reduced substantially, and standstills may occur for short or long periods of time because of downstream congestions.~~

~~The 2020 most recent FDOT Quality/Level of Service Handbook was used to estimate the standard for determining acceptable and unacceptable standards for pedestrian, bicycle, and transit in addition to vehicular operating conditions from roadways within the City of Neptune Beach. By starting with the pedestrian, we will more readily achieve the desired community outcome of a stronger and a safer pedestrian orientation. These standards frame for review and consideration the individual delay and facility attributes for the pedestrian. The Bicycle LOS also considers intersectional delays and facility attributes, but includes volume and speed of adjacent vehicles, presence of on-street parking, and pavement conditions. With transit the focus is on service levels, while the shift for automobiles is from Level of Service (LOS) to Vehicle Miles Traveled (VMT).~~

Even still, the 2020 FDOT Handbook incorporates standardized service volumes and quality for each of the LOS designations listed above. The Handbook is a tool to providing an for general overview of the operating conditions for of the roadway segments. More refined methods can be used during concurrency review for those segments where a more detailed traffic engineering analysis is critical for determining whether there exists adequate roadway capacity. Within the 2020 FDOT Handbook, more emphasis is placed on Q/LOS Principles including the dimensions of mobility, which include quality of travel, quantity of travel, accessibility, and capacity utilization.

The 2020 FDOT Handbook emphasizes Pedestrian LOS (PLOS) as based on the following four critical variables: sidewalk existence, lateral separation of pedestrians from vehicles, vehicle volumes, and vehicle speeds. For Bicycles, BLOS is based on average width of the outside through lane, vehicle volumes, vehicle speeds, heavy truck volumes, and pavement condition. Transit LOS is based on averages, turning movements, queue spillback, capacity, and frequency. Furthermore, due to the multimodal nature of contemporary mobility and transit, Transit LOS also is based on a combination of Pedestrian and Bus Analyses that consider roadway crossing, passenger load factor, facilities, and amenities. For traditional vehicular LOS, the 2020 FDOT Handbook determines service volumes based on a number of standardized factors including 1) area type; 2) roadway functional classification;

3) number of lanes; 4) median type; and 5) number of signals per mile. These factors, and more, are integral within the Concurrency Determination process. What is new since the last Comprehensive Plan update, which subsequent FDOT Handbooks have advanced, is the reorientation to the pedestrian and a much more diverse concept of mobility where vehicular LOS is one minor portion of the overall picture and the 2020 iteration motions to innovations using VMT.

Furthermore, the Handbook defines each roadway type, and sets minimum LOS standards for roadways based on State Highway System. Roadway types include, freeways, highways, and ,arterials: ,class I and II. AWhereas, area types are also factored into LOS, which include core urbanized, transitioning, urban, and rural areas.

More specifically, the LOS for urbanized areas of over 500,000 people apply to roadways within Neptune Beach, since our City is in that the City is part of the Jacksonville Urbanized Area. The FDOT standard for all roadways in such urbanized area is LOS D. However, pursuant to S. 163.3180(10), Florida Statutes, a local government may adopt an alternative LOS standards for any State roadway that is not on the Florida Intrastate Highway System (FIHS). Since nNone of the roadways within Neptune Beach the City are on the FIHS, the; therefore LOS standards may be adopted that are lower than those adopted by FDOTT may be adopted.

### **EXISTING OPERATING CONDITIONS**

An analysis of the eAn inventory of the existing transportation network within the City of Neptune Beach was performed as part of the visioning process undertaken to determine if a determine the type of transportation system available, functional classification of local roadways is necessary to best achieve the vision of the community. Further, an inventory of, number of through roads and information regarding trails and sidewalks, parking, and other forms of mobility were collected to construct maps and to create an analysis as comprehensive as possible that takes into consideration existing, corresponding capacities and ,and daily volumes, but that also considers vehicle miles traveled to discover the potential for opportunities to truly maximize the pedestrian orientation through advanced safety measures, and mobility and parking innovation.-

Atlantic Boulevard (State Road 10) is one of two major roadway corridors to the Beaches. It is also the most heavily traveled of the three-two corridors, primarily because it is the most direct route from the City of communities of Jacksonville to the Mayport Naval Station. Atlantic Boulevard is a six-lane roadway with commercial establishments located on both sides of the roadway. East of the Intercoastal, the City of Neptune Beach is located on the south side of the Atlantic Boulevard, with and and the City of Atlantic Beach is on the north



~~side of Atlantic Boulevard. with Both residential scale cities are~~ are populated with local restaurants, retail, and other commercial establishments.

~~Construction of the Mayport Flyover has alleviated a traffic problem identified in the 1990 Traffic Circulation Element. The intersection of Atlantic Boulevard and Mayport Road were identified as operating at LOS F prior to the completion of the Flyover and is now in compliance with this Plan.~~

Third Street (State Road A1A) is the major north-south corridor of Neptune Beach~~the city~~. The major function of this road is to provide north-south access through the beach communities and linkages to the east-west arterials and collector roadways. Half of Third Street provides access to abutting commercial properties and the other half to local streets.

Penman Road and Florida Boulevard are two-lane collectors that are controlled and maintained by the City of Jacksonville. Seagate Avenue is also a two-lane collector, and the north half of the right-of-way belongs to the~~the~~ City of Neptune Beach.

### CONTEXT CLASSIFICATION SYSTEM AND NEW DESIGN STANDARDS

The Community Visioning process revealed key issue and proposed improvements and policies to achieve the goals identified by the community. First, it the need to collaborate ion with FDOT is needed was identified to adopt a new Context Classification Map for state roads and to create a local classification of street types to guide improvements on city roads. This will help to increase walkability, safety, and quality through the potential reduction of automobile speeds, the number of lanes lane number, and lane widths. One of the community's greatest safety concerns surrounds the traffic collisions that have occurred at the intersection of Atlantic Boulevard and Third Street/A1A. Second, to further advance the community-identified priority for pedestrian safety, the needs to implement intersection safety improvements, including high visibility crosswalks, signage, and pedestrian activated (HAWK) beacons were was identified as a result of the community collaboration throughout the visioning process. Third, the community emphasized the need to complete the East Coast Greenway multi-use path widening project along Florida Boulevard.

Next, the desire to transform Penman Rd into a complete street with dedicated paths for pedestrians and cyclists and more frequent crossing areas was identified. Additionally, the community identified the need to prioritize bicycle and pedestrian safety at the five-point intersection of Florida and Penman Road. Additionally, multi-use paths and/or separated bicycle and mobility lanes were identified for coordination as part of the upcoming stormwater construction projects on 1st and 3rd Street.

Further, the community identified the desire for improvements along Atlantic Boulevard. This will require collaboration with FDOT to implement improvements along Atlantic Boulevard to study the possibility of widening the sidewalks and/or incorporating a two-way cycle track on one side of the road. To advance multimodal options and bicycle facilities, the creation of additional trails to advance connectivity to other trails will lead to the advancement of planning trails to connect to the schools and bicycle and pedestrian marsh walks will serve to connect Seagate Avenue over Hopkins Creek. Finally, the prioritization of improvements along school routes was identified through the visioning process that will be advanced through the implementation of a safe routes to school program and through investments in neighborhood traffic calming programs.

### TRANSPORTATION

~~(JAX) (JAXPORT)~~

A transportation system that provides mobility for Neptune Beach residents is critical to enhancing quality of life and improving increased access in and out of the City by. Whether walking to the beach, biking to school, driving to work, or taking a shuttle to the airport, we must take a comprehensive look at how well this interconnectivity works to advance transportation policy. The City must focus on accessibility for multiple modes of transportation

instead of just a single mode that is dependent upon single driver vehicular access. Through a comprehensive analysis, we can advance recommendations that improve existing mobility services while revealing where innovation can catalyze and optimize the local and regional transportation system. Pavement management is increasingly important as multi-modal needs and the number and type of vehicles continues to rise, which require advanced planning and collaboration to ensure safety as well as the provision and maintenance of quality infrastructure and amenities to prevent conflictual situations that can arise from the growing competition for travel within streets, sidewalks, and along curbsides.

## **REGIONAL CONNECTIVITY**

### **Bus Service**

Residents of the City of Neptune Beach have numerous options for regional connectivity made possible through the Jacksonville Transportation Authority (JTA), which provides access to downtown Jacksonville, the Airport (JAX), as well as the Port (JAXPORT).

Transit service servicing the beach communities is provided by the Jacksonville Transportation Authority (JTA). Route R-1 operates along Atlantic Boulevard, connecting the South Beach area of the City of Jacksonville Beach to downtown Jacksonville.

There is no express transit service providing a direct connection from the City to downtown Jacksonville. This service is available through the Beaches Express, (Route X-2), which connects the City of Jacksonville Beach to downtown Jacksonville via Beach Boulevard. The transit routes, which serve the City of Neptune Beach and the beach communities, are part of a larger system of transit routes operated by JTA. Downtown is the major hub and provides connections to other parts of Jacksonville. In addition, downtown provides an Amtrak and Greyhound station.

Route R-4 consists of a loop that connects Atlantic Village (shopping area on Atlantic Blvd. just west of Penman Road) with the South Beach area of the City of Jacksonville Beach along State Road A1A (Third Street).

JTA initiated the Beaches Trolley system in 2007 to serve the three Beach cities. The Trolley has been very successful and is very popular with the Beaches' residents and visitors. Funding comes from various sources including public and private donations. Three routes provide access to and throughout the beaches: #205 Beaches Express, #10 Atlantic, and the First Coast Flyer Red. The #205 Beaches Express Route goes east along Beach Boulevard, south on Third Street/A1A, west on J. Turner Butler Boulevard, I-95 North, to Bay crossing the Hart Bridge back to Beach Boulevard. The #10 Atlantic Route passes directly through the jurisdictional boundary, operating along Atlantic Boulevard, down Third Street/A1A, across J. Turner Butler Boulevard and I-95, returning to Atlantic Boulevard. The First Coast Flyer Red Route operates through Beach Boulevard to Jacksonville Beach, turns south on Third Street/A1A, down J. Turner Butler Boulevard, to I-95 North, to Atlantic Boulevard and down Southside Boulevard.

The Atlantic Route in its current form went into effect in May 2020 and includes a stop on Royal Palms Drive and Atlantic Boulevard at the Atlantic Village Shopping Center, which further connects residents of Neptune Beach to commercial centers along A1A and Downtown Jacksonville. The Atlantic Route assimilated the service area of the discontinued Beaches Trolley, which was supplanted in 2017 by an on-demand shuttle service called Beach Buggy.

For travel from south to north beyond Atlantic Boulevard, Neptune Beach residents may ride the Mayport Route (#24), which is also accessible via Atlantic Boulevard and Royal Palms Drive. This route travels north and terminates at a stop by the St. Johns River Ferry and the Wonderwood Park-n-Ride station. Residents can connect to the Mayport Express (#202) at this Park-n-Ride station allowing for faster east to west travel between transportation, an advantageous connection for commuters from the Neptune Beach and Jacksonville areas.

For travel from north to south, Neptune Beach residents may ride the Atlantic Route to 3rd Avenue South and A1A where they can transfer to the First Coast Flyer Red Line, a new service offering (effective May 2020) providing a second east to the west connection between the region's east coast and Downtown Jacksonville. The routes herein described allow residents of Neptune Beach access to critical connections and attractions, including the TIAA Stadium (via the Rosa Parks Station), Jacksonville Executive Airport (Atlantic Route), and Downtown Jacksonville (Atlantic, First Coast Flyer, and Mayport Express).

There are a variety of payment methods available, namely an e-commerce website, the STAR card website, and the MYJTA mobile application. Fares range from free (for riders age 65 and older) to \$2.75 for express route fares. As of May 2020, there was no indication that JTA intended to expand service offerings within the Neptune Beach area. Private bus companies also serve Neptune Beach, bringing tourists on day trips to the Beaches Town Center.

### **Boat/Marine**

There are no boat routes within the City of Neptune Beach. The closest port is JaxPort located approximately 20 miles to the northwest of the City. Residents may traverse the St. Johns River by way of the St. Johns River Ferry proximal to the Mayport Route bus connection on Atlantic Boulevard and Royal Palms Drive. There also do not appear to be any publicly available docks or public boat ramps within the City.

### **Airport**

The closest airport to the City of Neptune Beach is the Jacksonville Executive at Craig Airport (CRG), located in the City of Jacksonville. The airport is accessible by way of the Atlantic bus route, which includes a stop at Atlantic Boulevard and St. Johns Bluff Road.

### **LOCAL CONNECTIVITY**

There are a variety of local connections available to Neptune Beach residents, including paratransit service, local school bus stops, seasonal ~~Bus Route Total Ridership Average Weekday Ridership. MyJTA App "ReadiRide" Service~~ buses and trolleys, bike paths, and shared use trails. JTA Paratransit Service: The Jacksonville Transit Authority's Connexion and Connexion Plus services constitute paratransit options for Neptune Beach residents and provides service for "people with disabilities who are functionally unable to use fixed-route services for some or all of their transportation needs, and for people who are transportation disadvantaged (TD)." The cost of Connexion ranges from \$3.00 (American with Disabilities Act) or \$3.50 (Transportation Disadvantaged) or \$6.00 for out-of-county TD fare for authorized medical trips. In addition to offering an alternative to fixed-route transit, residents may also take advantage of travel training for individuals using fixed-route transit who are eligible for ADA transit. The Connexion Plus service provides an enhanced (private, same-day, door-to-door) service option for a marginal increase in price (\$6.00 per passenger). Local School Bus: The walk/bikedshed of Neptune Beach, based on local schools, saturates the entirety of the City of Neptune Beach, necessitating extensive walking and biking connections throughout the city boundaries.

### **Microtransit: Seasonal Buses & Trolley**

Following the discontinuation of the Beaches Trolley circulator, the Jacksonville Transit Authority (JTA) partnered with Beach Buggy to provide transportation to residents and visitors of Neptune Beach. Beach Buggy provides free rides and recommendations to residents and visitors of Neptune Beach and other contiguous east coast municipalities including Jax Beach, and Atlantic Beach. The vehicle offerings are environmentally friendly, zero-emission, long-range, and 8-10 seater electric carts and 14-passenger vans.

### **Microtransit: On-Demand Ride Service**

Jacksonville Transportation Authority offers "affordable, on-call transportation" to 11 communities in Jacksonville, including parts of Neptune Beach. Dubbed "ReadiRide," this service facilitates pre-scheduled rides using the MyJTA app anywhere within a designated zone from Monday through Saturday (6 AM - 7 PM) at the

rate of \$2.00 per passenger each way. On demand service must be in the same designated zone. For example, if you are picked up within the Beaches zone, you must be dropped off within the Beaches zone.

### **Bicycle and Pedestrian Facilities**

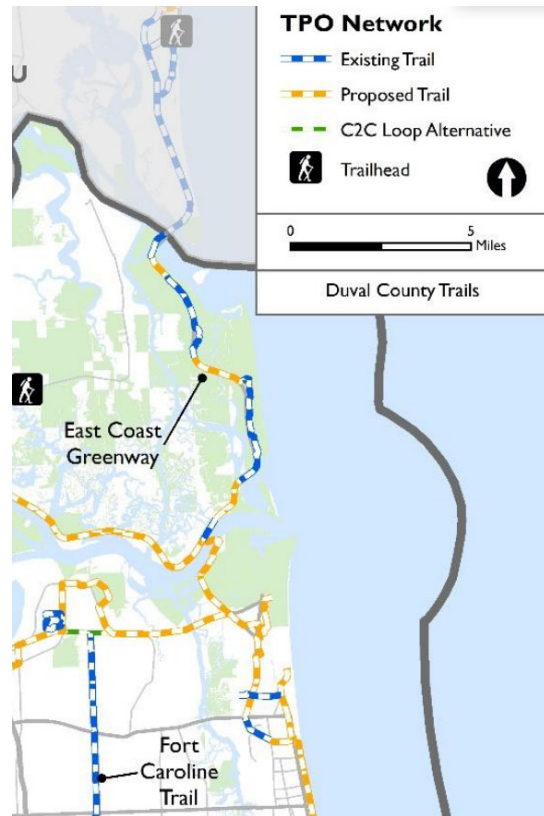
In 2002, the City conducted a bicycle and pedestrian pathway planning and public participation study in collaboration with the City of Atlantic Beach and the City of Jacksonville Beach. The purpose of this process was to develop a general and conceptual plan for a system of bike and pedestrian routes to connect the entire three beach Cities and also to provide a better system of east-west bikeway connections within each City to their existing or planned facilities. The study process identified a priority of desired routes, and a bikeway path was built along Florida Boulevard from Atlantic Boulevard to Camellia Terrace. Bike and pedestrian facilities continue to be a high priority for this community in order to alleviate peak parking demands, and reliance on vehicular transportation, and to provide for a high level of recreational activity, and energy efficiency and conservations.

### **Bicycle Trails**

Currently, the City of Neptune Beach’s trails include the East Coast Greenway along Florida Boulevard, with multiuse paths lining 1<sup>st</sup> Street. These paths serve as a nexus to regional cycling infrastructure. Future improvements are guided by several regional plans. In September of 2017, the City of Jacksonville published its Pedestrian and Bicycle Master Plan. This plan incorporated improvements identified in the 2016 report by the North Florida Transportation Planning Organization titled, “Downtown to Beaches Bike-Ped Connectivity Study” and accompanying “Duval County Beaches Bicycle and Pedestrian Focus Area Study. In 2018, the TPO published the Northeast Florida Regional Multi-Use Trail Master Plan.

The focal planning areas within the City of Neptune Beach’s regional bicycle network include:

- The TPO’s Downtown to Beaches regional plan.
- The TPO’s Atlantic/ Neptune Path. This 8.2 mile trail through City of Atlantic Beach and City of Neptune Beach connects the East Coast Greenway network along Mayport Road, Sherry Drive, Plaza, and Jarboe Park.
- Multi-Use Paths along Penman Road from the northern to the southern extent of the City, Indian Woods and forest Marsh Drive, Kings Road, Seagate Avenue, and 5th Street.



### **Pedestrian Trails**

In addition to the multi-use paths, pedestrian connections are proposed along A1A to reduce long-standing traffic safety hazards along the corridor. Maps included in the “Duval County Beaches Bicycle and Pedestrian Focus Area Study” provide some insight into existing sidewalk infrastructure. Of note is the dearth of sidewalk connections to the west of the city, and the limitations of existing sidewalks. For example, sidewalks may only be available to

pedestrians on one side of a street or sidewalks may only be available on one side of the street. Since the city is only a total of 2.5 square miles, pedestrian connectivity can and should be prioritized.

**STREETS & VEHICULAR CONNECTIVITY**

Like many American cities located outside a large urban center, Neptune Beach residents primarily commute to a regional employment center in single occupancy automobiles. According to the 2017 Census Data American Community Survey update, 84.8% of workers in Neptune Beach drove alone, followed by 7.41% who worked at home, and 2.73% of those who Carpooled. In accord with many residents having to drive, car ownership in Neptune Beach is very high; only 1% (44 people) reported not have access to a personal automobile. 40% of households reported having three or more cars.

**Major Thoroughfares**

State Road A1A is a major four-lane roadway that passes through the City. On the north side of the City, for approximately 1.3 miles, it is called Atlantic Boulevard. Then it makes a 90 degree turn to go south. It is then called 3rd Street paralleling the ocean shoreline for approximately 1.2 miles. Further west From there, A1A Atlantic Boulevard continues west as State Road 10 over the Intracoastal Waterway towards Jacksonville. A1A branches off Atlantic Boulevard north as Mayport Road and continues south as Florida Boulevard.

According to FDOT District 2 2010 Census Functional Classification, the functional classifications of roadways in Neptune Beach, by the North Florida Transportation Planning Agency, are:

- Atlantic Boulevard (A1A): Principal Arterial
- 3rd Street (A1A): Principal Arterial
- Florida Boulevard: Major Collector
- Seagate Avenue (from Penman Road to 3<sup>rd</sup> Street): Major Collector
- Penman Road: Minor Arterial

Even more significant than FDOT’s functional classification of roadways, is its newer system of context classifications. This new system is used to plan and design state facilities in greater harmony with the surrounding land use characteristics. The context classification assigned to a roadway determines key design elements, including speed, lane width, street tree placement, and on and street parking, among other things. The classification system includes:

- C1 - Natural
- C2 - Rural
- C2T - Rural Town
- C3R - Suburban Residential
- C3C - Suburban Commercial
- C4 - Urban General
- C5 - Urban Center
- C6 Urban Core

The FDOT’s current context classification map for Neptune Beach assigns Atlantic Boulevard west of Seminole Road as C3C and Atlantic Boulevard from Seminole Road to 3rd Street, as well as all of 3rd Street, as C4. The traffic counts and level of service for Neptune Beach’s primary roadways are included in the table below.

<u>Road Link</u>	<u>Average Annual Daily Traffic (AADT)</u>	<u>Traffic Count</u>	<u>LOS AADT Capacity</u>
<u>Atlantic Boulevard/ICW to Mayport Road</u>	<u>51,500</u>	<u>33,800</u>	<u>LOS D</u>

<u>Mayport Road to Penman Road</u>	<u>38,500</u>	<u>33,800</u>	<u>LOS D</u>
<u>Penman Road to 3rd Street</u>	<u>25,000</u>	<u>33,800</u>	<u>LOS D</u>
<u>3rd Street/A1A Atlantic Boulevard to Florida Boulevard</u>	<u>25,000</u>	<u>33,800</u>	<u>LOS D</u>
<u>Florida Boulevard to 15th Avenue 29</u>	<u>29,000</u>	<u>33,800</u>	<u>LOS E</u>
<u>Florida Boulevard 3rd Street to Atlantic Boulevard</u>	<u>18,000</u>	<u>17,160</u>	<u>LOS E</u>
<u>Penman Road Seagate Avenue to Florida Boulevard</u>	<u>18,000</u>	<u>17,160</u>	<u>LOS E</u>
<u>Florida Boulevard to Atlantic Boulevard</u>	<u>5,900</u>	<u>17,160</u>	<u>LOS E</u>
<u>Seagate Avenue 3rd Street to Penman Road</u>	<u>4,700</u>	<u>17,160</u>	<u>LOS E</u>

### **Bicycle and Pedestrian Facilities**

Relevant findings within the North Florida TPO’s 2019 Regional Multi-Use Trail Plan, include recommendations to alter traffic control on existing pavement such as delineating bike lanes, creating sharrows, and creating wayfinding links. Below is an illustration of the existing and proposed trail network through the City of Neptune Beach and its connectivity to the overall region.

Recommendations from the City of Jacksonville’s Pedestrian and Bicycle Master Plan (2017) include:

### **Safety recommendations**

1. Install sidewalks where missing and increase sidewalk widths. Six feet wide sidewalks are recommended to advance the pedestrian orientation and to provide space for increased social interaction.
2. Continue to provide ample sidewalk buffers. The sidewalk buffer represents the area between the sidewalk and the roadway. While many of these spaces are used for stormwater management, vegetative buffers advance safety by serving to remind drivers that they are within a neighborhood. Buffers increase the pedestrian’s feeling of safety, which promotes walking as a viable and desirable mode choice. Buffers also create space for street trees and street furniture. The recommendation is for a five-foot minimum buffer “to accommodate stormwater, street trees, and roadway signs and poles.”
3. Reduce curb radii at intersections. A lower curb radii affects lowers the speed of turning vehicles and therefore increases safety. A 15-foot curb radii is recommended at street intersections and tighter radii are recommended at driveways.
4. Mark crosswalks along routes which should expect high numbers of pedestrians. Marking crosswalks signals to drivers that pedestrians have the right-of-way and are likely to be within these spaces.
5. Install traffic calming devices.
6. Install chicanes. Chicanes are traffic calming measures that decrease speed through diversions that also increase driver attention. These can also serve as planters to increase landscaped areas.
7. Install mini traffic circles. Mini-traffic circles help to reduce speed, promote safety, and reduce collisions.
8. Install humps, bumps, and speed tables.

### **Enhancing access**

1. Complete the sidewalk network by filling gaps and by installing sidewalks across driveways.
2. Include buffers from the roadway when installing new sidewalks and retrofitting existing sidewalks.
3. Prioritize lane reductions/road diets on four-lane or two-lane roadways with parking.
4. Install high visibility crosswalks with frequency.
5. Install center median islands with frequency.
6. Reduce curb radii.



7. Identify locations for, and install rectangular rapid flashing beacons (RRFBs).
8. Apply rRoad diets, wider sidewalks, bicycle networks throughout downtown
9. Install oOutdoor seating, sidewalks across driveways
10. Narrow curb radii.
11. Mid-block crossings with median islands and high visibility pavement markings
12. RRaised crosswalks.
13. Make room for pParallel parking.
14. Realign diagonal parking from front-in to back-in and consider parallel parking as a substitute to provide more space for sidewalks, outdoor seating, and buffer areas.

### **Major arterials**

1. Install RRFBs
2. Install hHigh visibility crosswalks
3. Add road bBuffers
4. Apply rRoad diets and lane reductions
5. Install “nNo right on red” automatic signals at signalized intersections
6. Reduce curb radii
7. Add more fFrequent opportunities to cross the roadways
8. Install medians which reduce conflicts by creating right-in and right-outs
9. Reduce driveway widths and driveway curb radii
10. Plan sSafe connections to adjacent neighborhoods
11. Realign buildings to front the roadway
12. Sidewalks of sufficient width buffered from the roadway

### **Other Key Recommendations:**

Biannual intergovernmental coordination meetings with partner agencies to “coordinate street resurfacing, major construction projects, planning studies,... and development projects implementing the Pedestrian and Bicycle Master Plan...(to) improve conditions for walking and bicycling.”

### **Buffered Bike/Mobility Lanes**

Like conventional bike lanes, buffered bike lanes run along the curbs of the roadway or adjacent to on-street parking. However, they offer additional protection from moving traffic in the form of a buffer space between the edge of the bike lane and the edge of the vehicular travel lane. Adding a buffer encourages more cyclists to use the facility. Ideally the buffer should be at least 3 feet wide and marked with diagonal cross hatching or a chevron pattern. Buffered bike lanes are strongly preferred to conventional bike lanes in areas with greater traffic volume and higher travel speeds.

### **Separated or Raised Bike/Mobility Lanes**

Separated or raised bicycle lanes are bike facilities that are physically separated from the roadway. Sometimes they are elevated to the plane of the sidewalk, often with a furnishing zone or planting strip between the bike lane and the roadway, and sometimes they are separated from moving or parked cars with a raised median that is at least wide enough to account for the opening and closing of parked car doors. Separated or raised bike lanes are more attractive to a wider variety of cyclists and.

### **Two-Way Cycle/Mobility Track**

Two-way cycle tracks are physically separated bicycle/mobility tracks that allow travel in both directions on one side of the road. They can be designed at the street level with a parking lane or other barriers between bikes and vehicles, or as a raised facility with the track separated vertically from the roadway. The benefits of two-way cycle

tracks are that they reduce the risk and fear of collisions, they allow for contra-flow bike travel on one-way streets, and they can have lower implementation costs. These facilities work best on streets with fewer driveways and cross-streets on one side.

### **Shared-Use Path**

Shared-use paths are a type of trail designed to provide off-road routes for many different users including cyclists, runners, pedestrians, and manual or motorized wheelchair users. While similar to other recreational trails, these paths are part of a larger transportation system and serve as a supplement to on-street bike lanes, shared roads, and paved shoulders. In some cases, these paths are marked for different speeds of travel (walking speed vs. biking speed) and in other cases, they are just extra wide paths and shared equally by different users.

### **Nature Trail**

A nature trail is a path designed for both outdoor recreational use and transportation. They are not usually adjacent to any roadway, though like shared-use paths and other bike lanes, they can still connect key destinations and points of interests throughout a city. Being located in more natural and vegetated areas, these trails offer pedestrians, runners, and bicyclists the opportunity to experience the great outdoors close to home and help foster a healthier lifestyle for the overall community.

### **Shared Street: “Sharrows”**

Shared routes are typically located in compact or urban areas and on streets with low design speeds, where car traffic moves slowly and parallel parking lines each side of the street. They are often marked with a “sharrow”, a marking indicating that the travel lane is to be shared by cars and bikes. While sharrow markings can increase driver awareness of the potential presence of cyclists, a picture of a bike painted on the road is no substitute for the safety of a protected bike lane; the shared lane marking is only appropriate in locations where a protected all-ages-and-abilities facility is not possible.

### **Shared Street: Fietsstraat**

A fietsstraat, or “bicycle street”, is the Dutch version of a bicycle boulevard. They are a type of shared street meant to provide a safe and slow environment for cyclists while still allowing access for local cars. This design, which includes elements like different colored asphalt, a central or pair of lateral bands of roadway pavers, and large clear markings identifying the street as a bicycle priority, is intended for use in very low traffic environments, such as quiet residential streets. Unlike a simple sharrow marking, a fietsstraat provides clearer visual and tactile cues to drivers that this is a different kind of street.

### **Shared Street: Woonerf**

A woonerf, or “living street”, is a Dutch term for a street where bikes, pedestrians, and cars coexist. While cars can pass through, they do so with the feeling that they are entering a different kind of public space, one where they must slow down and be attentive to other users. This kind of street design could ~~can~~ be applied on 1st Street between Atlantic Boulevard and Orange Street to provide Neptune Beach with a new pedestrian-dominated space for festivals and events, while still allowing car travel and on-street parking when needed.

As part of the Community Vision process in 2020, Neptune Beach has identified the necessary infrastructure as well as the opportunities to advance mobility that puts bicycle and pedestrian facilities at the forefront. Neptune Beach has added several segments within the Florida East Coast Greenway to further expand connectivity. Safety continues to be the priority and the community has collaborated in the design and consideration of advancements that create well lit, clearly demarcated, and appropriately buffered facilities and amenities through buffers, advanced signalization, additional street trees, street furniture, and advanced street network design.

### Data Partnership with Regional Entities

New technologies provide a host of methods for monitoring and measuring travel variables in real time, as well as growing capabilities for predictive analytics. As such, transportation users and stakeholders increasingly expect transportation systems to be built on data-informed processes and want the ability to track transportation performance. The state of Florida, and the Jacksonville region in particular, are national leaders in smart city and transportation technology. With this comprehensive plan update, Neptune Beach can join forces to link the Key Performance Indicators developed in the vision plan (page 215) to a data strategy (data collection, use of data plan, analytics, and data management). Data partnerships will also be critical to monitor the degree and persistence of COVID-related changes such as work-from-anywhere patterns and the increase in cycling.

### NEEDS ASSESSMENT AND FUTURE TRAFFIC PROJECTIONS

As part of the 2020 Community Vision Plan process, tThe re have been a number of traffic improvements within and around the City of Neptune Beach has performed an assessment that factors in future traffic projections that also considers the appropriateness of existing and potential roadway classifications. While Level of Service (LOS) and Capacity are still prevalent measures, we also seek to consider Vehicle Miles Traveled (VMT) to begin to more accurately assess our future mobility needs as a coastal beachfront town. that have addressed capacity issues on major roadways. The Mayport Flyover addressed the capacity problems experienced at the intersection of Mayport Road and Atlantic Boulevard. The widening of Atlantic Boulevard to six lanes over the Intracoastal Waterway significantly increased capacity for the improved segments of Atlantic Boulevard.

Projections for the future traffic volumes within the City of Neptune Beach were obtained from the FDOT level of service report for Duval County. FDOT applies a 1.0% growth rate to yearly counts to estimate future volumes.

Findings, obtained through this year of collaboration, revealed the dire need to right-size facilities to advance the pedestrian orientation in Neptune Beach that will advance improve the safety and walkability of our streets.

By advancing the depth connectivity and quality of our street networks, we can reduce lanes and lane widths to further achieve these ends. Through the extension of streets, such as Lemon Street, we can better accommodate increased volume. We can also potentially allow for future lane eliminations on Atlantic Boulevard and A1A. Through an advanced street network and through the elimination of extra lanes and by reducing lane widths we can reduce speed limits through Context Reclassifications from FDOT.

According to FDOT District Two’s 2018 Bike Ped Gap Study, the existing and future bicycle and pedestrian demand and LOS for Neptune Beach reveals the existing bicycle facilities, primarily currently consists of paved shoulders. Also included is data on existing bicycle facilities, existing pedestrian facilities, bicycle level of service, pedestrian level of service, Year 2010 estimated demand, Year 2040 potential demand, 2013-2017 bicycle crashes, and 2013-2017 pedestrian crashes. Demand projections from 2010 as compared to 2040 appear to remain relatively unchanged; however, they are high for a thoroughfare through a walkable, primarily residential oceanfront community reflecting a demand score of 20-30, matching segments of Atlantic Boulevard in Jacksonville and just 2 classifications below U.S. Highway 1 with a demand score ranging between 40-100.

**Table 8-1: Future Traffic Projections**

<b>Street</b>	<b>2012</b>	<b>2017</b>	<b>2022</b>
Atlantic Boulevard City limits to Third Street	71,606	75,186	78,945
Third Street (SR A1A) from Atlantic Blvd to Seagate	71,090	74,644	78,376

### GOALS, OBJECTIVES, AND POLICIES

All transportation related activities within the City of Neptune Beach shall be in accordance with the following Goals, Objectives, and Policies:

## Goal B.1

The City shall ~~provide a safe, convenient and efficient motorized and prioritize~~ non-motorized ~~transportation system forms of mobility~~ for all residents and visitors to the city ~~through the transformation of major streets into complete streets with dedicated paths for pedestrians and cyclists with crossing areas that promote accessibility and walkability.~~

## Objective B.1.1

### Safe Roadway Conditions

The City shall develop and maintain a roadway system that aims to provide the safest possible environment for ~~pedestrian, bicyclists, motorist, bicyclists,~~ and ~~motorist, pedestrians.~~

## Policies

**B.1.1.1** The City shall maintain a program to promote the safety of all activities occurring on streets and within rights-of-ways under the City's jurisdiction.

**B.1.1.2** The City's Department of Public Works shall be responsible for the planning, review, supervision, and coordination of all activities that impact the safety aspects of the roadway system. Public Works will also work with the Florida Department of Transportation (FDOT) and the City of Jacksonville for roads not owned by the City.

**B.1.1.3** The City shall develop and maintain its roadway system in accordance with the minimum criteria as set forth within the ~~Florida DOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways 2020~~ Design ~~Manual Guidelines~~ and ~~the 2020~~ Context Classification ~~Guide Manual~~, as well as the ~~proposed Ff~~ Future ~~CC~~ context ~~CC~~ classification ~~MM~~ ~~map (B-3)s.~~

**B.1.1.4** The City shall require warrants for installation of new traffic control devices and coordinate ~~its~~ efforts with FDOT.

**B.1.1.5** The City shall coordinate traffic signal systems with FDOT and the City of Jacksonville, ~~and~~ ~~advance levels of intergovernmental coordination where feasible.~~

~~B.1.1.6~~ Prioritize capital improvements along school routes and coordinate with JTA and FDOT to implement a Safe Routes to School program.

~~B.1.1.6~~ B.1.1.7 Implement intersection safety improvements, including high visibility crosswalks, signage, and pedestrian activated signals.

## Objective B.1.2

### Construction and Maintenance Standards

The City shall maintain procedures for ~~the~~ maintenance, ~~reconstruction, and construction~~ of local roads, ~~reconstruction, construction and as well as~~ for utility and emergency service functions, which aim to provide

~~for~~ safe roadway operating conditions during these activities. The City will also develop and maintain a pavement schedule to ensure that roads remain in safe working conditions.

## Policies

**B.1.2.1** The City shall develop and maintain a pavement schedule ~~shall be to provide for all paved to~~ ensure that roads ~~remainto be maintained~~ in a safe working condition.

**B.1.2.2** Proposed sidewalk, trail, and roadway improvement projects shall be evaluated and ranked according to the following guidelines:

1. The project is needed to protect public health and safety or to preserve or achieve full use of existing facilities.
2. The project is needed to increase the efficient use of existing facilities or to prevent or reduce future improvement costs.

**B.1.2.3** The City shall address any existing roadway deficiencies prior to construction of new roadways.

**B.1.2.4** The City shall continue to implement the Manual of Traffic Controls and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations prepared by the FDOT for minimum requirements of work site safety.

**B.1.2.5** The City shall coordinate construction scheduling within the public rights-of-ways and shall minimize, whenever possible, any adverse impacts to normal traffic flow resulting from such construction.

## Objective B.1.3

### Operating Conditions

The City shall ~~provide streets with operating characteristics that conform to established and accepted standards in order to promote safe conditions for vehicles, motorists, cyclists, and pedestrians.~~ maintain and extend, where feasible, its existing street grid, which provides a network of connected neighborhoods for walking, biking, and traveling throughout the City and the adjacent cities with minimum vehicular travel miles and ~~minimal~~ traffic congestion. With safety and quality at the forefront of the community vision, Neptune Beach seeks to improve context classifications to ensure maximum quality/level of service for pedestrian and bicyclists.

## Policies

**B.1.3.1** The City shall accept the ~~2000-2016~~ Highway Capacity Manual Sixth Edition: A Guide for Multimodal Mobility Analysis definitions for Levels of Service (LOS) which utilize qualitative measures for establishing the operational characteristics of the various roadways.

**B.1.3.2** The minimum LOS standards, ~~as established by FDOT, and~~ as shown by the following table, shall be applicable to ~~all local street and~~ State highway system facilities within the City of Neptune Beach.

### Table B-1 Minimum Level of Service Standards for State Roads

<u>Street</u>	<u>Roadway Classification</u>	<u>LOS</u>
<u>Third Street (A1A)</u>	<u>Principal Arterial</u>	<u>Level of Service D</u>
<u>Atlantic Boulevard</u>	<u>Principal Arterial</u>	<u>Level of Service D</u>

**Table B-2: Minimum Level of Service**

<u>Freeways</u>	<u>Level of Service D</u>
<u>Principal Arterials</u>	<u>Level of Service D</u>
<u>Minor Arterials</u>	<u>Level of Service E</u>
<u>Collector Streets</u>	<u>Level of Service E</u>
<u>Local Streets</u>	<u>Level of Service E</u>

**B.1.3.3** The City shall make LOS determinations on an as-needed basis by utilizing Average Daily Traffic (ADT) and peak hour data with the method established in the 2016 2000 2016 FDOT Highway Capacity Manual, sixth edition.

~~**B.1.3.4**~~ The City shall maintain provisions for landscaping and other buffering methods within the Land Development Regulations to prevent inappropriate land use relationships,<sup>z</sup> to prevent noise transmission,<sup>z</sup> to provide screening of unattractive view,<sup>z</sup> and to enhance the aesthetic qualities of streets, neighborhoods, and public areas of the City.

~~**B.1.3.4**~~

~~**B.1.3.5**~~

~~**B.1.3.5**~~ The City shall maintain its existing street patterns, which have been developed to provide a network of connected neighborhoods for walking, biking and traveling throughout the City and the adjacent cities with minimum vehicular travel miles and minimal traffic congestion.

**B.1.3.6** New retail and commercial development and redevelopment shall be designed to provide maximum accessibility to transit for pedestrians and bicycles and, where possible, shall connect to adjacent commercial uses.

**B.1.3.7** The City shall pursue sStrategies to promote quality commercial developmented in close proximity to housing to promote multimodal mobility choices to further reduce vehicle miles traveled (VMT).mixed-use development and redevelopment in appropriate locations, which currently have Commercial Medium and Commercial High land use designations and which are adjacent to other commercial development or adjoin a commercial corridor, shall be used to provide opportunities for living in proximity to the workplace as an alternative housing and transportation choice. In addition to the existing FDOT Context Classification Map (Map B-2), this element includes new proposed context classifications (Map B-3) to guide maintenance and street improvements, and to regulatingregulate speed in such a way that prioritizes safety for all users and enhances neighborhood character.

~~**B.1.4.1**~~ Commercial and subdivision development and redevelopment shall provide a block and street network, connecting with the City's existing grid. The extension of streets such as Lemon Street are critical to increase the depth and quality of the vehicular transportation network.

~~**B.1.4.1B.1.4.2**~~ The City shall conduct curbside management studies to inform near-term management strategies and longer-term infrastructure design options.



## Objective B.1.4

### Provision of Bikeways and ~~MULTI-USE~~Multimodal Facilities

The City shall require that future developments provide and support a variety of safe transportation choices, including walking, biking, skateboarding, and shared mobility services~~motorized and non-motorized vehicle parking and shall provide for bicycle and pedestrian ways throughout the City.~~

## Policies

~~B.1.4.2~~B.1.4.3 The City shall encourage new development and redevelopment to promote provisions for pedestrian and bicycle routes in the City. (Shown on the FLUM)

~~B.1.4.3~~B.1.4.4 The Land Development Regulations shall include provisions for bicycle and micromobility storage areas in multi-family developments, commercial developments, and recreational areas.

~~B.1.4.4~~B.1.4.5 All new streets, including unimproved existing rights-of-ways, shall be constructed to provide for safe use by bicycles and, where sufficient right-of-way exists, separated bicycle paths shall be provided.

B.1.4.6 The City shall establish a high priority for improving infrastructure for Pedestrians and Bicyclists to achieve a LOS of B or better. Previous studies by FDOT indicated that the City's main corridors, Atlantic Boulevard and Third Street/A1A, scored a LOS D on these state roads while the segment of Atlantic Boulevard between the bridge and Mayport Road scored a LOS F for pedestrians.

B.1.4.7 The City shall construct a low-stress network of trails, shared streets, mobility lanes, and multi-use paths as shown in B-4, in order to connect residents in all parts of town to parks, the beach, the intracoastal, schools, and the Beaches Town Center.

B.1.4.8 The City shall work with the City of Jacksonville to transform Penman Road into a complete street with dedicated path for pedestrians and bicyclists and more frequent crossing areas.

B.1.4.9 The City shall study and adopt resolutions and regulations for autonomous vehicles and new mobility technologies, with emphasis on safety for pedestrians and bicyclists.

B.1.4.10 The City shall determine steps to fund and attract an autonomous or driver-operated shuttle service including initiating conversations with the Jacksonville Transportation Authority (JTA) for automated shuttle feasibility studies.

B.1.4.11 The City shall promote and provide infrastructure upgrades for microtransit and shared mobility services (e.g. Beach Buggy), including pick-up and drop-off zones in new development and redevelopment.

~~B.1.4.5~~B.1.4.12 The City's Public Works, Planning and Community Development, and Police Departments shall engage with business and homeowner associations, to promote community engagement and economic activity through temporary pop-ups and open streets programs.

B.1.4.13 If future studies reveal the need for a public parking structure, the City shall design the structure as a mobility hub to supply multi-modal parking, recharging stations, pick-up and drop-off areas for transit and shared-use mobility, and flexible design features for adaptability.

## Objective B.1.5

### Coordination with Transportation Agencies and Partners

The City shall coordinate its transportation related activities with the plans and programs of all transportation facility providers including the North Florida Transportation Planning Organization (TPO), the Jacksonville Transportation Authority (JTA), and the Florida Department of Transportation (FDOT), regional employers, and any other private transportation providers and shared mobility/on-demand services.

## Policies

~~Considering motorized and non-motorized traffic movements and parking requirements, the City shall continue to enforce land use and subdivision regulations to provide for the safe and convenient on-site traffic flow.~~

B.1.5.1 The City shall coordinate transportation programs and roadway projects with regional agencies, including the North Florida TPO, FDOT's District 2 office, and the JTA.

B.1.5.2 The City shall develop and maintain Transportation Demand Management programs that include wayfinding, employer commuter programs, parking pricing, paid and shared parking programs for the Beaches Town Center pilot, Safe Routes to School, and support for microtransit.

B.1.5.1 The City shall work with regional agencies to proactively pilot and implement trip planning, ride hailing, and ticketing technologies as a Transportation Demand Management tool for local and regional travel planning.

B.1.5.3

B.1.5.4 The City shall develop a Mobility Data Strategy in partnership with regional transportation agencies and providers, with attention to funding and grants for data collection.

## Objective B.1.6 Energy

### ~~ENERGY EFFICIENT STRATEGIES~~

~~The City shall maintain its existing street patterns, which have been developed to provide a network of connected neighborhoods for walking, biking and traveling throughout the City and adjacent cities with minimum vehicular travel miles and minimal traffic congestion.~~

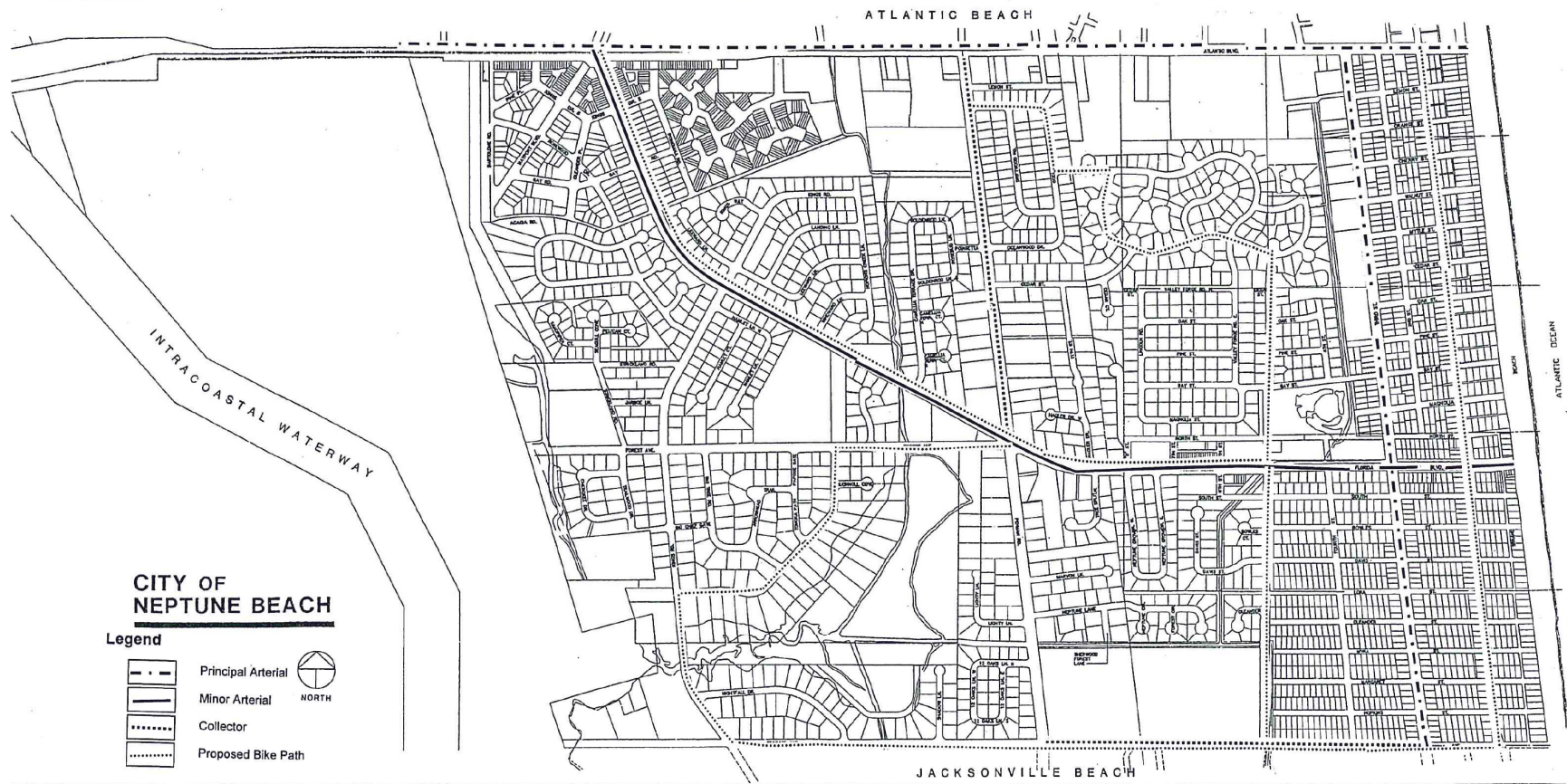
### ~~Policies~~

~~New retail and commercial development and redevelopment shall be designed to provide maximum accessibility to transit for pedestrians and bicycles and, where possible, shall connect to adjacent commercial uses.~~

~~Strategies to promote mixed-use development and redevelopment in appropriate locations, which currently have Commercial Medium and Commercial High land use designations and which are adjacent to other~~

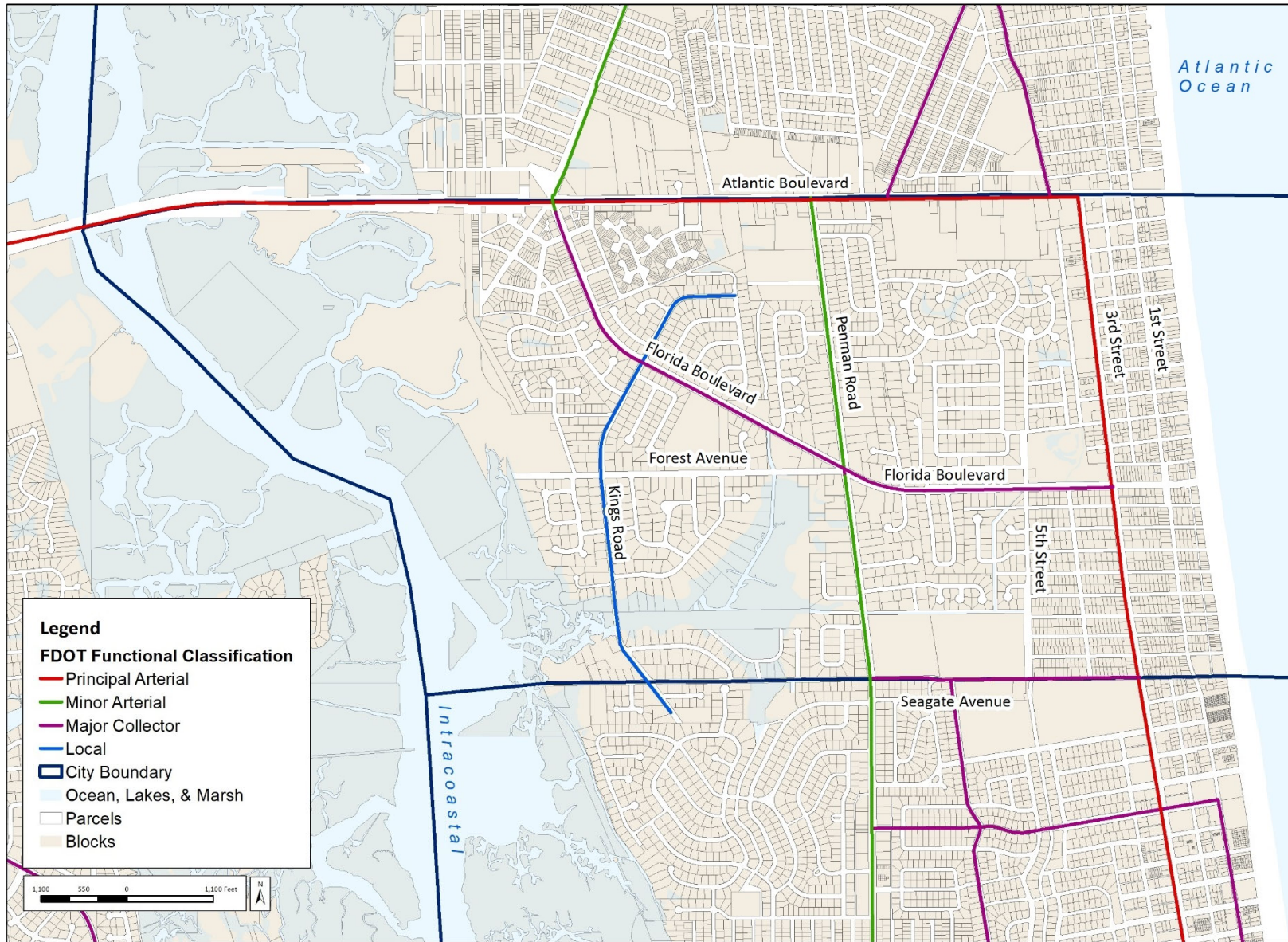
~~commercial development or adjoin a commercial corridor, shall be used to provide opportunities for living in proximity to the workplace as an alternative housing and transportation choice.~~

Map B-1 Transportation



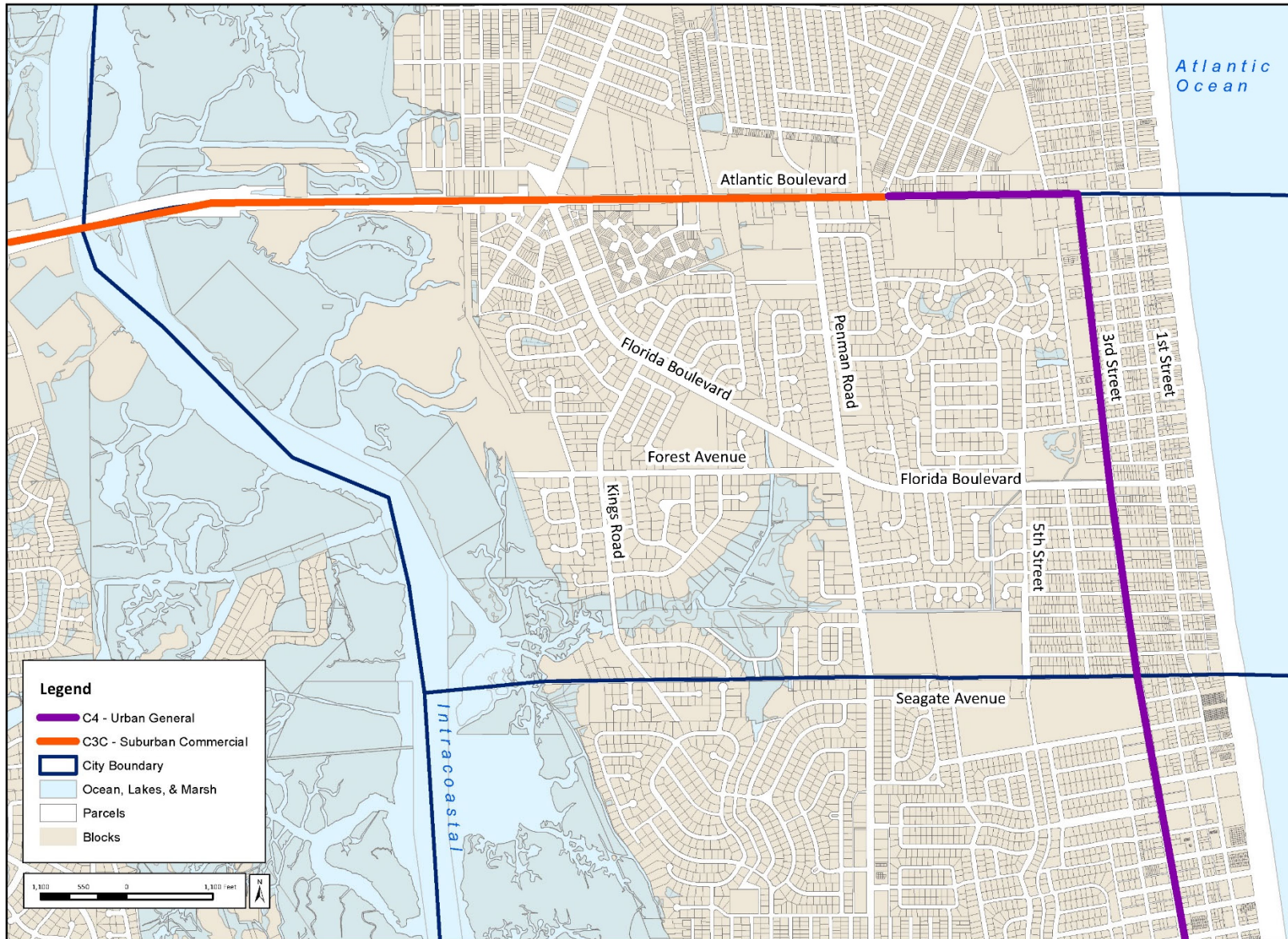


Map B-1 Existing Functional Classification Map





MAP B-2: Existing Context Classification Map





**MAP B-3: Future Context Classification Map**

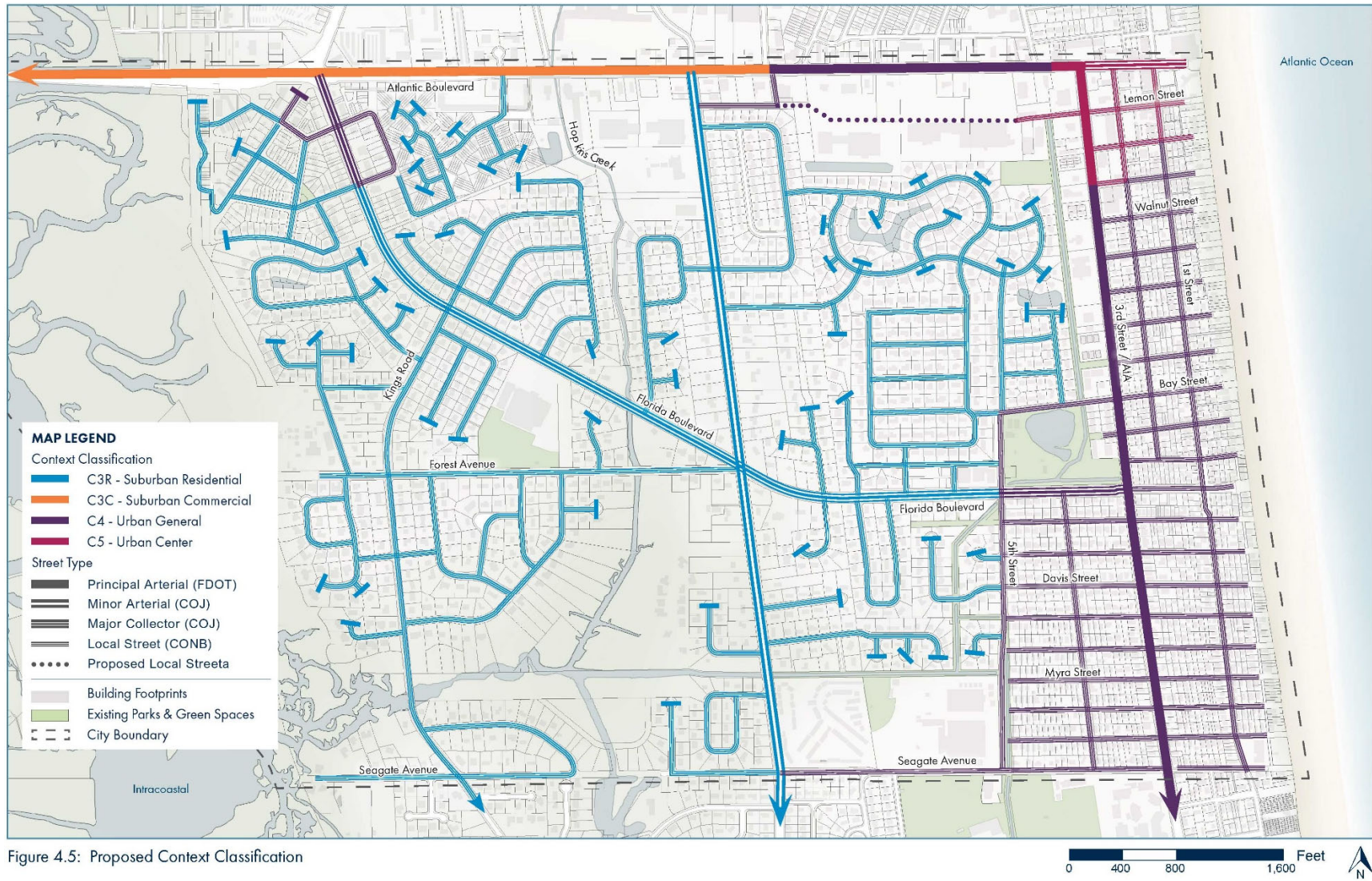
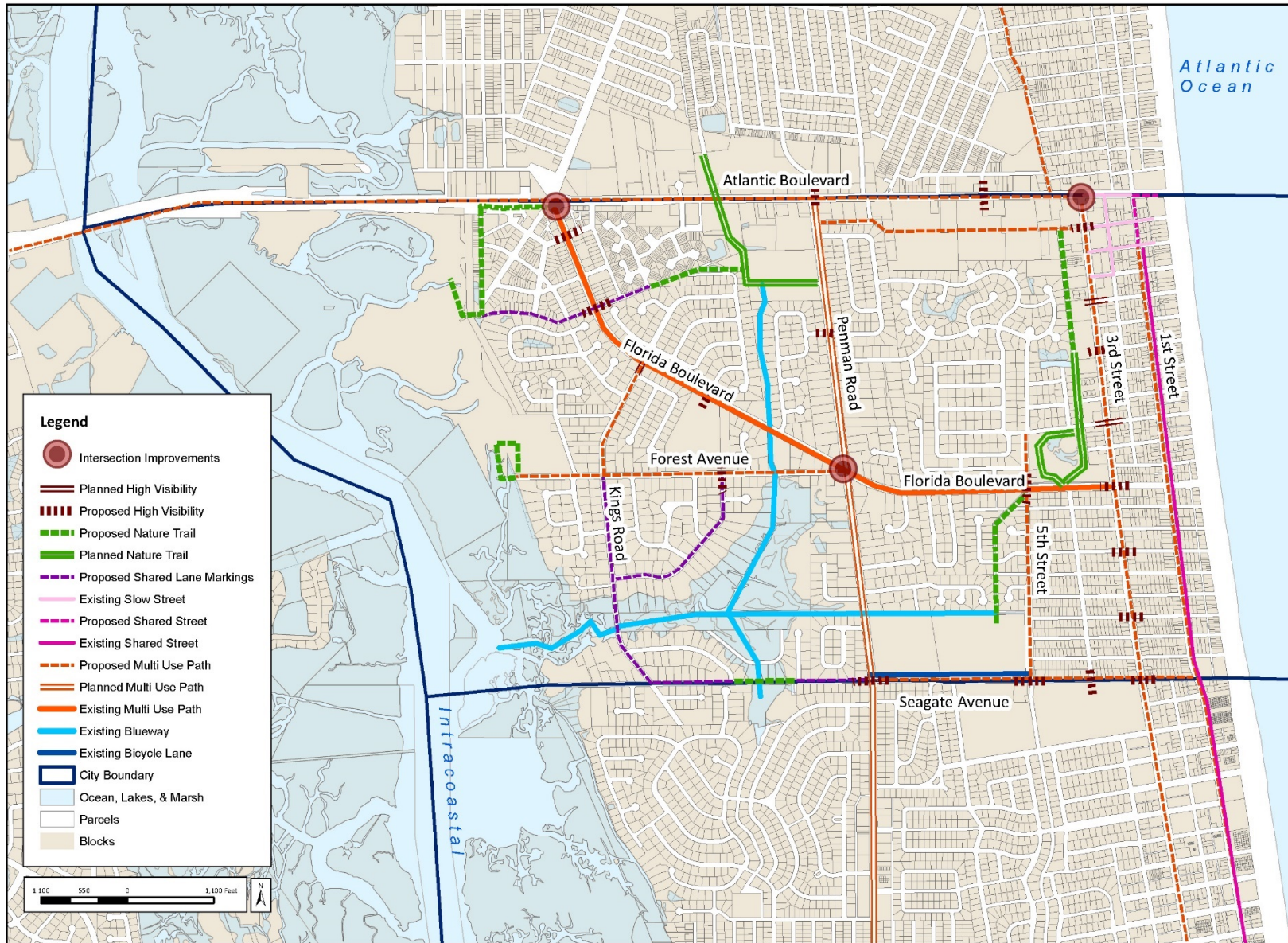


Figure 4.5: Proposed Context Classification



MAP B-4: Existing and Future Bicycle Facilities



## C. Housing Element



# Housing Element

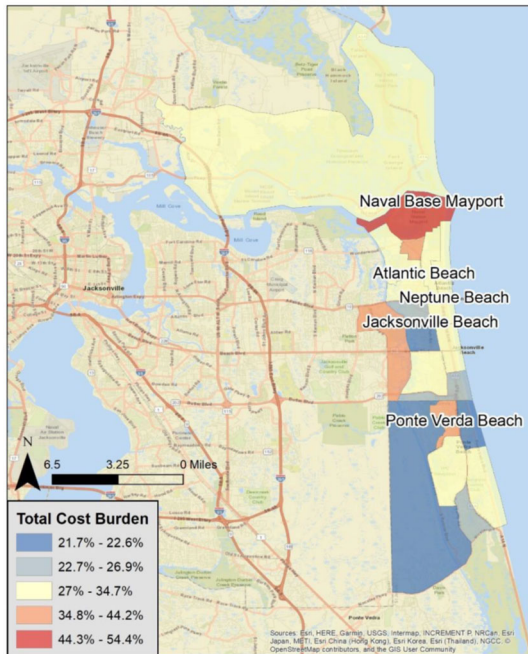
## Existing INVENTORY AND Needs ANALYSIS

*\*Please Note: The Summary Inventory & Analysis section within each element serves to contextually situate the data and analysis. Introductory narratives for each element are not being formally adopted into the plan, but serve as a guide to inform the origins of thought while preparing the adopted Goals, Objectives, and Policies*

Most housing in the City of Neptune Beach primarily consists of two types. West of Third Street, most housing is in single-family homes on single or double lots residential housing. East of Third Street, a majority of housing is in two-family homes no taller than two stories on single lots. Other existing housing types include occasional townhomes, duplexes, triplexes, quadruplexes, and other multiple tenant housing types. Throughout the Community Vision Plan process, the community expressed a desire to maintain the existing residential character, continue to emphasize single-family housing, and to add some other types such as showed support for bungalow courts and/or other housing of a similar scale that featuring high quality, eclectic use of materials and design styles.

According to the Neptune Beach Community Vision Plan (2021), the majority of existing housing homes in Neptune beach is are 40 years and older, which is much higher than the State and City of Jacksonville averages. While the historic character is important, concern exists when considering potential storm events and planning for coastal resiliency.

Total Cost Burden in the Beaches Communities of Jacksonville



According to the Housing Affordability and Beaches Report (2020), renter and housing cost burden refers to the percentage of household expenses spent on housing. If this amount exceeds 30% of a household budget, the household is considered “cost-burdened”. Cost-burdened households are more financially vulnerable and may be forced to forgo basic needs in order to pay for housing. Within Neptune Beach, the total of cost-burdened households measure about 23-35% of Neptune Beach residents according to the Florida Housing Coalition’s 2020 “Housing Affordability and the Beaches” study as shown in the following map from the 2020 study:



## GOALS, OBJECTIVES, AND POLICIES

The City of Neptune Beach shall encourage and support the provision of housing for all residents of the City in accordance with the following Goals, Objectives, and Policies:

### Goal C.1

Provide decent, safe, and sanitary housing in suitable neighborhoods at affordable costs to meet the needs of the present and future residents of the City as well as ensure the stability and integrity of sound residential neighborhoods.

### Objective C.1.1

#### **Adequate and Affordable Housing**

The City will provide opportunities for dwelling units of various types, sizes, and costs (including but not limited to housing for very low, low, and moderate-income families) to meet the housing needs of all existing and anticipated populations of the city, including housing for residents with special housing needs and missing middle housing. According to the Florida Housing Coalition's Housing Affordability and the Beaches Report (2020), missing middle housing, including Accessory Dwelling Units (ADUs), Bungalow Courts, Modern Modular, and Tiny homes are options to provide "missing middle" housing choices and to promote a reduction in Vehicle Miles Traveled (VMTs) for all economic sectors and industries.

### Policies

- C.1.1.1** The City shall support the efforts of the City of Jacksonville Housing Commission and the Florida Housing Coalition, assisting with efforts to determine needs, and to develop sites and programs on a region-wide basis for housing very low, low and moderate-income persons.
- C.1.1.2** The City shall promote the use of alternative zoning techniques and mechanisms to provide a mix of housing types within residential neighborhoods, which can include reducing minimum lot sizes, allowing which allow for dynamic zoning that permits the next highest density for gradual changes exploring a Transfer of Development Rights program (TDR) for properties located in Coastal High Hazard Areas (CHHA), and encouraging accessory dwelling units that may be restricted as long-term rentals with affordable leases.
- C.1.1.3** The City shall provide fast-track processing and other incentives for proposed housing developments intended for persons with special housing needs including the elderly (persons age 60 years or older), the handicapped, low income low-income residents, and large families.
- C.1.1.4** In order to provide affordable housing, to serve the City, of Neptune Beach may enter into an interlocal agreement with the City of Jacksonville (Duval County) pursuant to 9J-5.010(3)(c)10, FAC, to identify and establish affordable housing alternatives for very low, low, and moderate income residents and special needs households either within the City of Neptune Beach or within close proximity in order to prevent the need to increase residential densities within the Coastal High Hazard Areas (CHHA) while also beginning to consider alternatives for current residents in potentially vulnerable and flood prone areas within the City.



## Objective C.1.2

### Group Homes and Foster Care Facilities

The City shall ~~identify~~encourage suitable locations for senior housing, which shall be inclusive of group homes and foster care facilities, either within the city or within close proximity.

## Policies

- C.1.2.1** The City may allow the location of group homes and foster care facilities in multi-family residential zoning districts in a manner which is consistent with the Residential High designation of the FLUM and the City's Land Development Regulations.
- C.1.2.2** The City shall consider ~~may allow~~ the placement of group homes that will encourage walkability and recreational opportunities to promote active living, interactivity, and alternative modes of mobility. ~~in Planned Unit/mixed-use developments where allowed in the Land Development Regulations.~~

## Objective C.1.3

### Displacement

The City shall ensure that persons or businesses displaced by state and local government actions shall be treated in a fair and equitable manner and comparable relocation housing shall be provided as required with such laws ~~that~~ in order to meet demonstrated needs.

## Policies

- C.1.3.1** The City shall discourage redevelopment and demolition practices that significantly reduce existing housing stock in older neighborhoods and that result in displacement of very low, low, and moderate-income residents or special needs households.
- C.1.3.2** The City shall monitor all redevelopment and demolition activity to ensure that comparable relocation housing is available in accordance with federal regulations, regardless of whether federal monies are involved in the activity, and the City shall ensure that all adopted and proposed regulations shall maintain and encourage diversity in housing types that will support adequate relocation housing as required.

## Goal C.2

Preserve and protect housing of historic significance as well as other components of the existing housing inventory.

## Objective C.2.1

### Historically Significant Housing

The City shall preserve and protect structures which have been identified within The Historic, Architectural Resources Survey of the Beaches Area as historically significant for residential use.

## Policies

- C.2.1.1 The City shall coordinate with the Department of State's Division of Historical Resources to further the identification and preservation of historically significant housing and sites, and, if appropriate, nominate such sites or structures to the ~~National~~ Register of Historic Places.
- C.2.1.2 The City shall discourage development actions that have the potential to destroy or irretrievably damage the City's identified historic and architectural resources. ~~The City intends to pursue either a Form-based approach or the application of architectural standards within new regulatory documents, including the new Land Development Code.~~
- C.2.1.3 The City shall encourage the rehabilitation and adaptive reuse of historically significant housing ~~and will ensure that in the event that any new density limits are created, these shall not create any new nonconformities for properties in existence prior to the establishment of these any potential density limits.~~

## Objective C.2.2

### Neighborhood Stabilization

The City shall preserve, protect, and stabilize the character and viability of residential neighborhoods, but shall also require demolition when rehabilitation is not possible or not economically feasible, particularly within areas of the City where ~~there exist~~ a significant concentration of substandard housing that contributes to negative neighborhood or environment conditions ~~exists~~.

## Policies

- C.2.2.1 Commercial uses that are adjacent to residential districts will not be allowed to expand if the expansion will have an adverse impact on the character or viability of the surrounding neighborhood, or if the expansion will substantially increase non-residential traffic in the surrounding neighborhood.
- C.2.2.2 The City shall enforce ~~State—the Florida~~ Building Codes, the International Property Maintenance Code, and other local ordinances and State laws to ensure adequate maintenance of residential properties and neighborhood environments.
- C.2.2.3 The City shall encourage individual homeowners and private developers to increase private reinvestment which upgrades and enhances the design, structural quality, and aesthetic conditions of existing housing and existing neighborhoods ~~through the pursuit of Form-based elements and/or architectural standards as part of the new~~ in forthcoming updates to the City's Land Development Code to ensure that any new development or redevelopment enhances or preserves the existing community and neighborhood character ~~design and implement a program that is designed to reduce.~~
- C.2.2.4 The City shall support efforts of ~~community-based~~ community-based organizations and neighborhood improvement initiatives which contribute to the stabilization, conservation, enhancement, and improvement of existing housing, structures, and other physical facilities within neighborhoods.

**C.2.2.5** ~~Through the establishment of form-based regulations or architectural standards, the City shall create programs and/or incorporate have the tools within its Land Development Regulations to begin to implementing a design and implement a program that is designed to reduce substandard housing that will also help to identify in the City and specifically target specific structures and/or general areas areas within the City that have a large percentage of substandard housing for rehabilitation, redevelopment, and, if appropriate, demolition if appropriate.~~

## Objective C.2.3

### **Energy Efficient Housing**

The City shall encourage building and construction strategies, methods, and practices that promote energy efficiency ~~through low impact design principles, including~~ the use of renewable energy resources in the construction of new homes, and the rehabilitation of existing housing structures. ~~The overall intent shall be to wholistic design of site and structure that prioritizes landscape design for maximum design impact and maximum permeability for advanced stormwater runoff.~~

**C.2.3.1** The City shall encourage individual homeowners and private developers to use currently acceptable green housing specifications as made available from the U.S. Green Building Council for ~~the~~ rehabilitation of existing housing structures and ~~for the~~ construction of new homes.

**C.2.3.2** The City shall continue to promote and enforce efficient design and construction standards as these become adopted as part of the ~~State-Florida~~ Building Codes. The City shall also promote commercial and residential standards that are promulgated from time to time by the Florida Green Building Coalition, Inc.

D. Infrastructure Element



# Infrastructure Element

## GOALS, OBJECTIVES, AND POLICES

~~\*\*\*The Summary section within each element serves to contextually situate the data and analysis. Introductory narratives for each element are not being formally adopted into the plan, but serve as a guide to inform the origins of thought prior to addressing Goals, Objectives and Polices.~~

The provision of public facilities and public infrastructure within the City of Neptune Beach shall be in accordance with the following Goals, Objectives, and Polices:-

### Goal D.1

Provide needed public facilities in a manner which protects investments in existing facilities, ~~and~~ promotes efficient and appropriate use by existing and future development, ~~protection of public health and safety,~~ and ensures that adequate facility capacity is available at the time a development permit is issued or will be available when needed to serve the development.

### Objective D.1.1

#### Adequate Public Facilities and Infrastructure

The City shall ensure that at the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.

### Policies

- D.1.1.1 ~~In order to~~To ensure that ~~adequate capacity~~ Level of Service ~~is~~ standards are maintained, methodologies for determining available capacity and demand shall incorporate appropriate peak demand coefficients for each facility and for the type of development proposed.
- D.1.1.2 All improvements for replacement, expansion, or increase in the capacity of public facilities shall be compatible with the adopted ~~facility level of capacity~~ service standards level for the facilities level of service standards in the Capital Improvements Element, including LOS Standards for Sanitary Sewer (Table H-1), Solid Waste and Potable Water (Table H-2), and Drainage (Table H-3).
- D.1.1.3 The City, prior to issuance of a building permit, will ensure that adequate water supplies, wastewater treatment capacity, sewer collection infrastructure, and water infrastructure facilities will be in place and available to serve no later than issuance of a certificate of occupancy or its functional equivalent.
- D.1.1.4 The City shall provide certification verifying that adequate water supplies and wastewater treatment capacity to serve new development will be available no later than the anticipated date of a certificate of occupancy or its functional equivalent.

### Objective D.1.2

#### Public Facilities Planning



The City of Neptune Beach shall incorporate capital improvement needs for public facilities, including water supply within the 10~~5~~-year Capital Improvement Schedule to be updated annually in accordance with the review process for the Capital Improvement Element of this plan. ~~\*\*\*The Summary section within each element serves to contextually situate the data and analysis. Introductory narratives for each element are not being formally adopted into the plan, but serve as a guide to inform the origins of thought prior to addressing Goals, Objectives and Policies.~~

## Policies

~~D.1.2.1~~ The North Florida Regional Water Supply Plan (2015-2035) identifies water supply projects that are needed to provide adequate drinking water for the entire region. However, tThat regional plan does not identify any capital projects that are needed to ensure the water supply for Neptune Beach; thus, this Comprehensive Plan does not identify any such projects nor provide a 10-year work plan to complete such projects. However, tThe City shall continue to incorporate the proposed capital improvement projects, as identified with the Water and Sewer Master plans, to create the ten~~5~~-year Capital Improvement Plan and a ten~~5~~-year financial plan for water and sewer improvement. Both plans shall be prioritized implement upgrades and reuse programs for its existing waste water treatment facility (WWTF) to increase the amount of reclaimed water that can be reused, as recommended by the regional water supply plan.

### ~~D.1.2.2~~ D.1.2.1

~~D.1.2.3~~ D.1.2.2 Within 18 months of the next update of the Rregional Wwater Ssupply Pplan, this Comprehensive Plan will be updated to remain in full compliance and to meet all water supply requirements of The City shall coordinate with the St. Johns River Water Management District's (SJRWMD) regional water supply plan and shall provide or maintain its identified water supply facilities, pursuant to Section 163.31801777(26) (a), Florida Statutes.

## Objective D.1.3

### Elimination of Septic Tanks

The City shall protect natural resources and provide safe and sanitary sewer service. It is the intent of the City to eliminate all septic tanks within its borders ~~the City~~. On-site wastewater treatment systems shall be limited to the two areas currently using septic tanks, and the City shall install central sewer service in accordance with the Capital Improvements budgeting and planning in order to reduce the number of septic tanks.

## Policies

D.1.3.1 Use of on-site wastewater treatment systems shall be limited to the following conditions: existing septic tanks, which are properly functioning, may remain in service until such time as centralized service is made available, removal is requested by the residents, or septic tank failures become known and identified. Map D-1 illustrates properties where known and likely remaining septic tanks can be found.

D.1.3.2 All new subdivision and new development shall be required to provide central sewer service as set forth within the Land Development Regulations.

- D.1.3.3 Neptune Beach will work with the ~~City of Florida Department of Health in Duval County Jacksonville Health Welfare and Environmental Services Department~~ to promote inspection and ~~to~~ protect the operation and maintenance of septic tanks.
- D.1.3.4 Issuance of building permits will be conditioned upon compliance with applicable federal, state, and local permit requirements for on-site wastewater treatment systems.
- D.1.3.5 Neptune Beach will coordinate with appropriate local, federal, and state agencies to require that issuance of permits for replacement or expansion of existing on-site wastewater treatments systems is conditioned upon compliance with current regulatory requirements and water quality standards.

## Objective D.1.4

### Capital Improvements and Infrastructure Facilities

The City of Neptune Beach shall ~~continue to provide~~ maintain sanitary sewer, solid waste, drainage, and potable water ~~(Map D-3) services and facilities~~ facilities, as well as planned stormwater improvements, infrastructure (Map D-2), and services to meet ~~the existing and projected demand, s as identified within this Plan amendment~~ Future development and redevelopment that increase the demand for City infrastructure to the extent that additional facilities and services are necessary, shall be the responsibility of private property owners to provide based on the level of service (LOS) standards established in the Capital Improvements Element.

## Policies

- D.1.4.1 The construction and expansion of capital improvements shall be scheduled so as to minimize disruption of services and duplication of labor, and to maintain acceptable service levels for all facilities.
- D.1.4.2 Projects shall be undertaken in accordance with the schedule provided in the Capital Improvements Element of this plan.
- D.1.4.3 Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the city department responsible for the project.
- D.1.4.4 Unless such development can meet the current ~~LOS or available capacity requirements~~ outlined in this Plan or appropriate alternatives are made to increase ~~LOS or available capacity~~, no permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.
- ~~D.1.4.5 The Capital Improvements shall be the annual work programs scheduled to minimize disruption of services and duplication of labor and to maintain service levels for all facilities.~~
- ~~D.1.4.7~~ D.1.4.5 All required federal and state permits shall be obtained before Neptune Beach undertakes or authorizes contractors to undertake construction and/or operation of facilities.

## Goal D.2

Adequate stormwater management and drainage provisions ~~for drainage~~ shall be provided to afford reasonable protection from flooding, ~~and to prevent the degradation in the quality of receiving surface water and ground water quality, and ensures that adequate facility capacity is available at the time a development permit is issued, and prior to land disturbing activity.~~

### Objective D.2.1

#### Protection of Natural Drainage Features

The City shall maintain provisions, in accordance with the Stormwater Management Program and within the Land Development Regulations, that establish a basis for drainage facilities. New development and significant redevelopment will utilize drainage facilities consistent with the City's level of Service standards, Stormwater Management Program, and care for natural drainage features.

### Policies

**D.2.1.1** The City shall maintain provisions within the Land Development Regulations which require development and significant redevelopment to minimize stormwater runoff, ~~and to eliminate erosion of areas adjacent to -natural drainage features~~ features, and will use incorporate native plant species in natural drainage feature to reduce erosion and other low-impact and sustainable methods to improve and maintain existing feature drainage systems.

**D.2.1.2** The City shall maintain Land Development Regulations that require land development projects to submit plans which demonstrate that drainage design and stormwater management will ~~be in compliance~~ comply with the City's ~~capacity SLOS~~ standards and that additional stormwater generated shall be retained on-site and will not adversely impact existing drainage, ~~and stormwater systems, or overall stormwater capacityies.~~

~~D.2.1.3~~ Planning and development activities will reduce pollutants in stormwater discharge, and will reduce the flows, and volumes in of stormwater discharges from areas of new development and significant redevelopment, ~~and guide new development away from to~~ environmentally sensitive areas.

~~D.2.1.4~~

~~D.2.1.6~~ **D.2.1.3** Planning and development activities will reduce the discharge of pollutants in stormwater from areas of new development and redeveloped areas, consistent with the requirements set forth as is required in the Environmental Resource Permitting rules of the St. Johns River Water Management District.

~~D.2.1.7~~ **D.2.1.4** Planning and development activities discharging pollutants in stormwater that either connects or directly discharges to impaired waters will reduce the discharge of pollutants in stormwater consistent with the requirements set forth in the Impaired Basin Criteria of the St. Johns River Water Management District.

**D.2.1.5** The City shall ~~a~~ Adopt low impact design principles for the design and construction of– streets, parks, and infrastructure improvements, including provisions for the use of native plants that help filter stormwater,– and for the prioritization of natural edge stormwater canals over conventionally engineered, hard edge channels.

~~D.2.1.8~~D.2.1.6 The City shall ~~Review and update as necessary the City's current requirement for permeable surface areas in new projects and renovations in order to reduce heat island effect and stormwater runoff.~~

## Objective D.2.2

### **Stormwater Management and Drainage Facilities**

The City shall continue to identify existing stormwater and drainage facility deficiencies and correct these through the provision and maintenance of an efficient drainage system which shall protect life, property, water quality, and the natural environment.

## Policies

D.2.2.1 The City shall work with Florida Department of Transportation (FDOT) to coordinate maintenance and improvement to the drainage and stormwater facilities owned by the FDOT.

D.2.2.2 The City shall continue to implement the updated Master Stormwater Plan, completed in ~~February 20~~2004, to address the identified drainage and stormwater problems areas. Planned stormwater improvement project are shown in Map D-2.

D.2.2.3 Subject to the availability of funding, the City of Neptune Beach shall update the capital improvement schedule to include improvements to the drainage systems identified in the Stormwater Management Program in accordance with the ~~priorities as recommended within from the 2021 Neptune Beach Community Vision Plan (p. 196-201) to include low impact design principles.~~

D.2.2.4 The City shall continue to implement and follow its Municipal Separate Storm Sewer Systems (MS4) permit requirements.

## Goal D.3

The functions of natural groundwater aquifer recharge areas within the City will be protected and maintained.

## Objective D.3.1

### **Protection of Aquifer Recharge Areas**

Where feasible, the City shall conserve its potable water resources through regulations, policies, and coordination activities which shall reduce consumption and ~~provide encouragement for~~promote water reuse.

## Policies

D.3.1.1 Neptune Beach will work with the City of Jacksonville ~~in-on~~ the identification of recharge areas in Neptune Beach. The City agrees to comply with the water conservation rules and Consumptive Use Permit conditions issued by the St. Johns River Water Management District

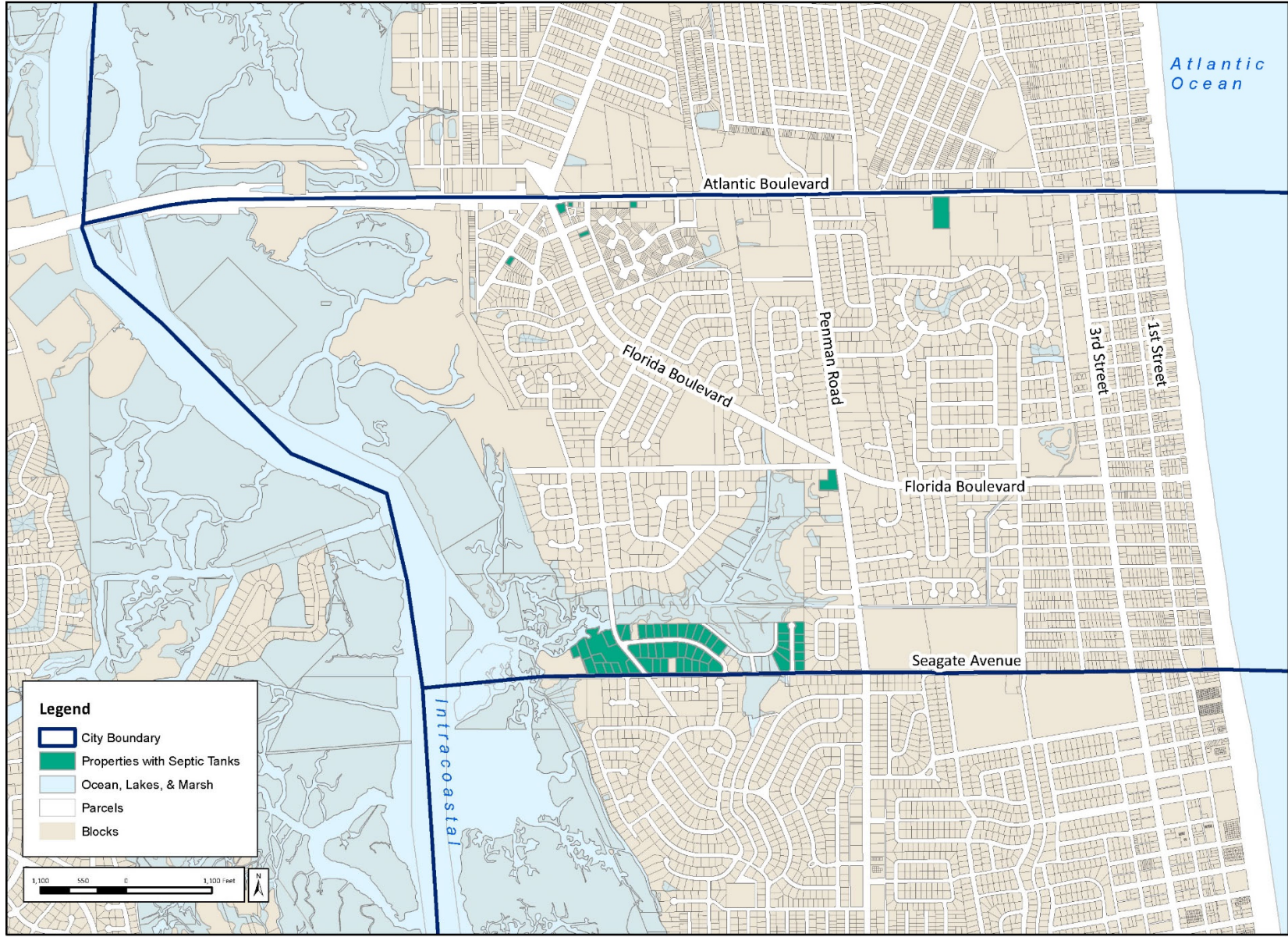
(SJRWMD). The City shall also promote the SJRWMD irrigation restrictions and implement other conservation measures to reduce potable water use by citizens.

**D.3.1.2** The Department of Public Works shall continue to monitor all facility meters and quantify water loss within the potable water infrastructure (~~Mmap D-31~~). Any deficiencies shall be remedied through the City's ongoing maintenance and repair program.

**D.3.1.3** The City shall continue to consider, where appropriate, reuse water for non-potable water needs in accordance with the Reuse Feasibility Study completed as part of the Florida Department of Environmental Protection (FDEP) Permit renewal and the City's Consumptive Use Permit renewal ~~and encourage the incorporation of adaptation and resilient infrastructure (see p. 206-207 of the 2021 Neptune Beach Vision Plan).~~

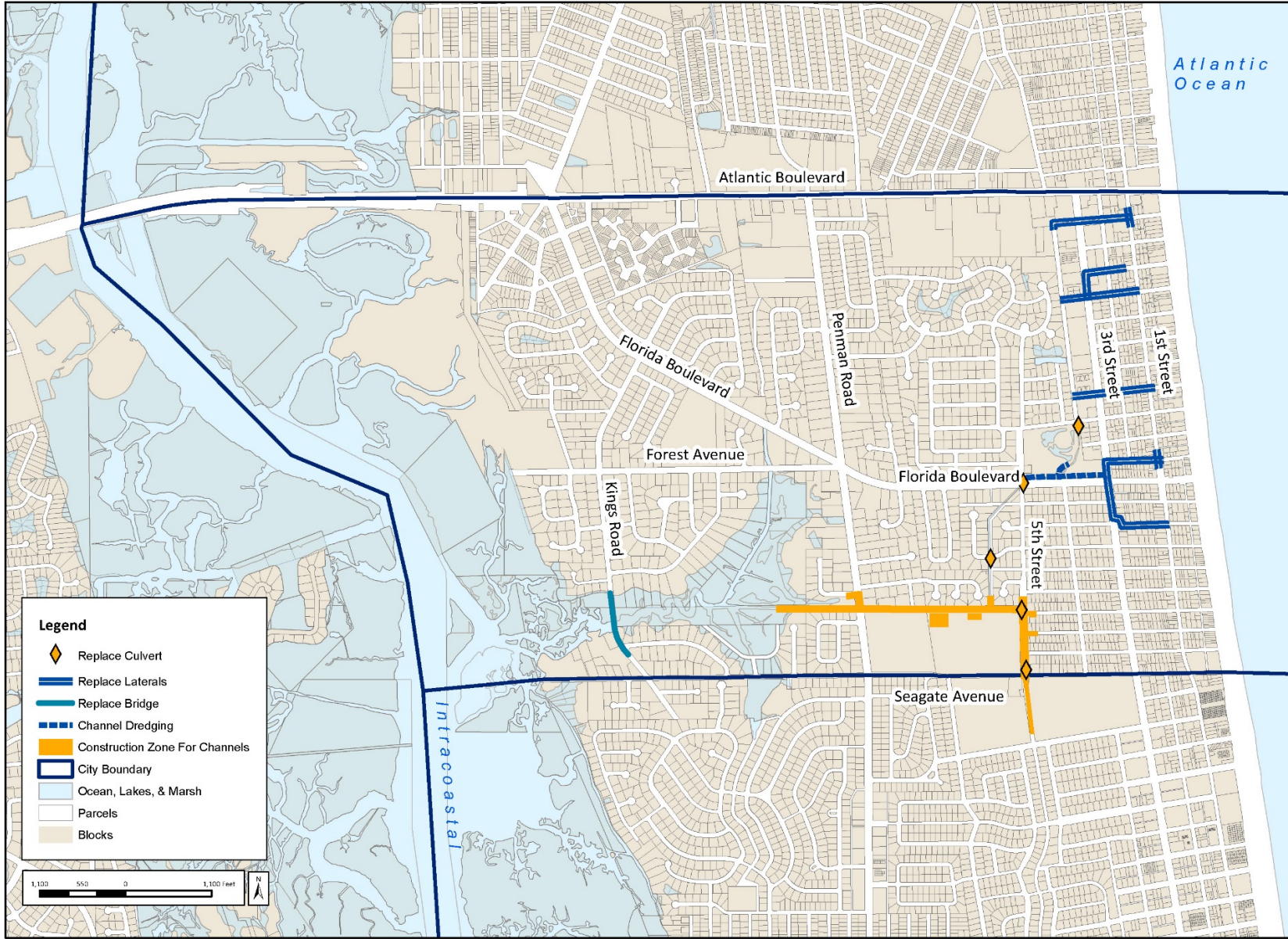


Map D-1: Properties with Septic Tanks



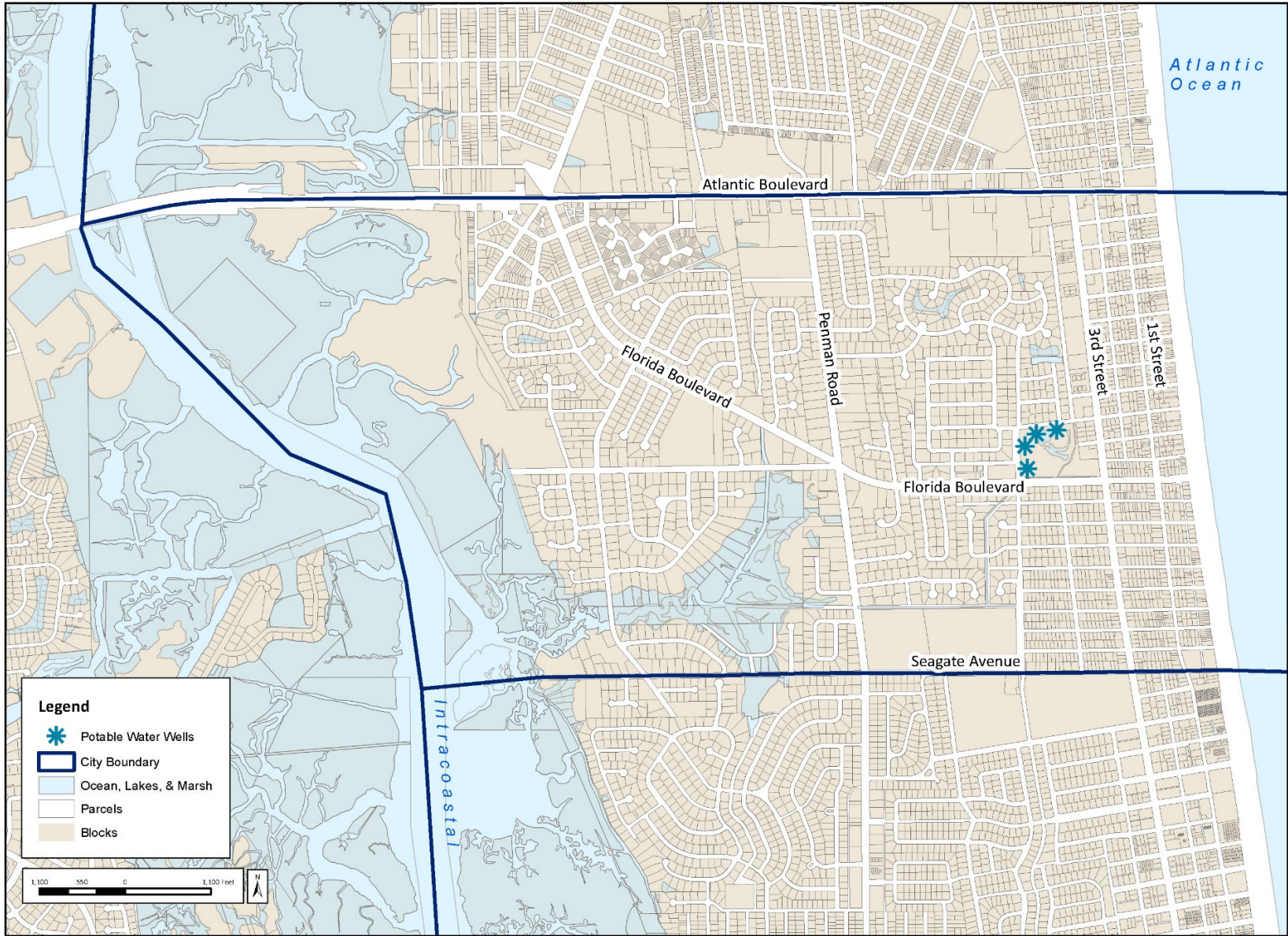


Map D-2: Planned Stormwater Improvements





Map D-31: Potable Water Wells



E. Coastal Management and Conservation  
Element



# Coastal Management and Conservation Element

## **GOALS, OBJECTIVES, AND POLICIES**

All conservation related activities and the management of coastal resources within the City of Neptune Beach shall be in accordance with the following Goals, ~~Objective~~Objectives, and Policies:

### Goal E.1

The coast of Neptune Beach has ~~primarily, for the most part,~~ been developed for urban use. The City shall ~~eliminate~~restrict any further new development or redevelopment that would destroy or otherwise damage coastal resources. The City shall protect, enhance, and preserve beach and wetlands ~~s~~ dune systems, as well as other coastal resources of environmental value, through proper maintenance and management practices, ~~and~~ the ~~prohibition~~avoidance of inappropriate use and development, including public-financed improvements within the Coastal High Hazard Area (~~M~~map E-1). The city shall conserve, utilize, and protect its natural resources to ~~insure~~ensure that adequate resources are available for future generations.

### Objective E.1.1

#### **Protection and Conservation of Environmental Resources**

~~The Manager and/or designee will continue to coordinate with the County and other incorporated municipalities to establish the best practice development and redevelopment principles, site development techniques, and engineering strategies to eliminate inappropriate and unsafe development in coastal areas when opportunities arise. Further, t~~The City shall continue to protect, conserve, and enhance areas of native vegetation, ~~—existing~~ ~~—~~wildlife habitat, and wetlands within the City. (9J- 5.012(3)(b)(1)).

~~In accordance with F.S. Chapter 163.3178(2)(f)1., the City of Neptune Beach has included the following policies, principles, strategies, and engineering solutions to reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.~~

### Policies

- E.1.1.1** The City of Neptune Beach shall protect ~~from development~~ undeveloped wetlands ~~from development and redevelopment~~ as delineated by the Florida Department of Environmental Regulation and the St. Johns River Water Management District.
- E.1.1.2** ~~The Manager or designee will support the integration of resilience measures into this Plan, and continue to advance and develop policies and programs that conserve natural resources, mitigate greenhouse gas (GHG) pollution, and advance sustainability and climate change resilience.~~
- E.1.1.3** ~~The Manager or designee will evaluate current minimum shoreline and wetland setback requirements, and identify potential updates to protect vulnerable structures from the effects of long-term Sea-Level Rise (SLR) as projected in NOAA's SLR models (Map E-4).~~
- E.1.1.4** ~~Where appropriate, the City will implement wetland design changes, e.g., living shorelines and wetland mitigations, that allow the landward migration of wetlands, for resilience to SLR.~~
- E.1.1.5** ~~Land development regulations will address possible sea level changes and include appropriate development standards and use regulations.~~
- E.1.1.6** ~~The Manager or designee will revise land acquisition and preservation policies to consider the values of natural areas for sequestering carbon, and providing climate adaptation and~~



mitigation benefits, e.g., the resource's capacity to absorb floodwaters and address coastal ecosystem migration.

E.1.1.7 The Manager or designee will evaluate current minimum shoreline and wetland setback requirements and identify potential updates to protect vulnerable structures from the effects of long-term SLR.

E.1.1.8 Land development regulations will establish riparian buffers that reflect projected rates of SLR for all tidally influenced waterbodies to allow the conversion of adjacent land areas to wetlands while retaining transitional ecotones.

E.1.1.9 The City will prioritize land areas for protection based on their capacity to support coastal ecosystem migration.

E.1.1.10 The City will incorporate habitat vulnerability to climate change into land use planning and land and conservation easement acquisition policies.

## Objective E.1.2

### **Storm and Flood Hazards**

The City shall continue best management practices that are intended to reduce damage ~~to~~ and erosion of dune systems, ~~and~~ dune vegetation, and estuarine environments that result from pedestrian traffic. In accordance with F.S. Chapter 163, 3178(2)(f)2, the City encourages the use of best practices for development and redevelopment, including principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency. Further, per Chapter 153. 3178(2)(f)3., the City has identified the following site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

## Policies

E.1.2.1 The City ~~will shall~~ enforce its floodplain management regulations to conform with or exceed the requirements of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) and capture any additional Community Rating System (CRS) benefits.

E.1.2.2 The City shall continue to partner in the Duval County Local Mitigation Strategy and participate in the Duval County emergency preparedness operations. The City shall review new Land Development Regulations for consistency with the Local Mitigation Strategy prior to adoption.

E.1.2.3 The Manager or designee will evaluate the use of rolling easements to designate lands for future abandonment, conservation, drainage, floodplains, recreation, waterways, etc.

E.1.2.4 Rigid coastal armoring is prohibited unless authorized and permitted according to Section 161.085(9), Florida Statutes and Chapter 62B-56, Florida Administrative Code.

E.1.2.5 In coordination with FDEP, SJRWMD, and other partner agencies the City shall develop, promulgate, and ~~in City-funded projects use~~ development and redevelopment best practices ~~in City-funded projects, employing principles and strategies to remove coastal real property from Flood Insurance Rate Map (FIRM) V Zones~~ ~~∕(Map E-2)~~. Implementing ordinance provisions may include, but are not limited to:

- Reconstruction in compliance with current building and construction standards;
- Public acquisition; or

- Reduction in intensity of use

- E.1.2.6** Land Development Regulations will provide incentives and/or regulations requirements to remove repetitive loss property and other real property improvements from projected 2040 inundation areas (Map E-4) and of FIRM Zones V and Coastal AE (Map E-2) and to capture any additional Community Rating System (CRS) benefits.
- E.1.2.7** Land development regulations will require new development and redevelopment to employ site development techniques that reduce flood losses and claims made under flood insurance policies. These requirements will include structural and non-structural site development techniques, e.g., maintaining adequate level-of-service standards for stormwater management, grading or use of appropriate materials to withstand inundation, minimizing flood damage to structures through flood-proofing, and siting infrastructure and other public facilities to account for predicted flood conditions.
- E.1.2.8** Land development regulations will require new development to add additional freeboard to the base flood elevation and enlarge the time window for cumulative substantial improvements to legal non-conforming structures in projected 2040 inundation areas and capture any additional CRS benefits.
- E.1.2.9** Land development regulations will continue to ensure that new development meets or exceeds the flood-resistance requirements of the Florida Building Code and 44 CFR parts 59 and 60.
- E.1.2.10** Land development regulations will provide for participation in the CRS administered by FEMA and strive to improve the community's score, resulting in reductions in flood risk and insurance premiums for citizens.
- E.1.2.11** The Floodplain Administrator will participate in and support a Duval County-side Program for Public Information (PPI) to improve CRS scores within the City.
- E.1.2.12** The Floodplain Administrator will engage the community with public education and outreach on the benefits and importance of mitigating flood risks through building construction codes, flood elevation requirements, land use regulations, and stormwater management.

## Objective E.1.3

### **Beach and Dune Protection and Enhancement**

The City shall continue to cooperate with federal, ~~state~~state, and regional efforts to enhance the beach and shall prevent damage and destruction of dunes and dune vegetation.

### Policies

- E.1.3.1** The City ~~wish~~shall enforce the Coastal Construction Code, and the Florida Building Code as these codes regulate construction within Coastal Areas.
- E.1.3.2** The City shall continue best management practices that are intended to reduce damage and erosion of dune systems and dune vegetation which may result from construction activities and inappropriate pedestrian traffic.
- E.1.3.3** Rigid coastal armoring is prohibited except as otherwise authorized and permitted according to Section 161.085(9), Florida Statutes and Chapter 62B-56, Florida Administrative Code.

~~E.1.3.4~~

## Objective E.1.4

### **Coastal High Hazard Area**

Within the ~~C~~oastal ~~H~~igh ~~H~~azard ~~A~~reas (Map E-1), Neptune Beach shall discourage further urban development and shall limit public expenditures that subsidize development except for the restoration or enhancement of natural resources and the provision for appropriate public access to and use of natural resources.

## Policies

**E.1.4.1** The city will limit public expenditures in high-hazard areas to improvements that do not increase density; to that which customarily supports recreation and open-space use of the beach and waterway related resources; and which achieves dune stabilization and prevention of erosion through environmentally sound practices.

~~E.1.4.2~~ The city will assist in the enforcement of coastal construction setback lines as established by other regulatory agencies.

~~E.1.4.3~~ The City will not issue development permits for any new residential units in known Coastal or predicted High Hazard Areas (Map E-1).

~~The City will assist in the enforcement of coastal construction setback lines established by other regulatory agencies.~~

~~E.1.4.2~~~~E.1.4.4~~ The City will continue to require construction and development activities seaward of the coastal construction control line must be consistent with F.S. Chapter 161, the Florida Building Code, this Plan, and the land development regulations.

~~E.1.4.3~~ Development orders shall not be issued in known or predicted high-hazard areas.

## Objective E.1.5

### **Environmental Conditions**

The City shall limit new development of shoreline sites ~~in order to~~ conform to the reduction of environmental degradation, as well as to encourage visual and physical accessibility, open space conservation, wildlife preservation, and compatibility between adjacent uses.

## Policies

**E.1.5.1** In accordance with Section 163.3202, Florida Statutes, the City shall maintain within its Land Development Regulations to establish the following:

- a. A percentage of native vegetation to be protected, preserved, or replaced within Environmentally Sensitive Areas during and following site development or construction activities.
- b. A buffer zone of natural vegetation around wetland and deep- water habitats.
- c. Stormwater retention and detention standards which maintain rates and amounts equal to conditions existing prior to development

## Objective E.1.6

### ~~Redevelopment within the Coastal High Hazard Area~~**Post-Disaster Redevelopment Plan**

The City shall prepare a post-disaster redevelopment plan (9J-5.012(3)(b)(8)). Redevelopment activities within the

Coastal High Hazard Area (Map E-1) shall serve the purpose of reducing the vulnerability of people, property, and natural resources to damages from coastal storms. Further in accordance with F.S. Chapter 163.3178(2)(f)4, the City shall be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60. Additionally, the City shall require any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 to be consistent with chapter 161, per F.S. Ch. 163.3178(2)(f)5.

## Policies

The City shall coordinate with Duval County in reviewing and revising the City's Hurricane plan and pertinent portions or regulatory codes as necessary to achieve the following policies:

- E.1.6.1** Implement a temporary moratorium on construction immediately following a hurricane occurrence until damage assessments and redevelopment policies have been determined.
- E.1.6.2** Prior to re-entry of the population into evacuated areas, ~~complete~~ all critical cleanup and repair activities required to assure public health and safety must be completed.
- E.1.6.3** The City shall complete an assessment of alternative redevelopment strategies in the event of a severe storm occurrence and formally adopt a redevelopment plan which balances the need for protection of life and property with the rights and responsibilities of property owners.
- E.1.6.4** The City shall incorporate within its redevelopment plan, described in Objective E.1.6-2 standards for determining the appropriateness and form of redevelopment, means of eliminating unsafe conditions, and methods of achieving compatible land use patterns.  
~~The City establishes, for regulatory purposes, the Coastal High Hazard Area as the area defined as the Category 1 Hurricane Evacuation Zone in the current Regional Evacuation Study.~~
- E.1.6.5** The City established, for regulatory purposes, the Coastal High Hazard Area (Map E-1) as the area below the Category 1 storm surge line as established by the Sea, Lake and Overland Surges from Hurricane (SLOSH) computerized storm model as mapped in the Storm Tide Atlas prepared by the Northeast Florida Regional Council as part of the current Regional Hurricane Evacuation Study pursuant to Chapter 163, Florida Statutes.

## Objective E.1.7

### **Public Beach and Waterway Access**

The City shall ensure adequate and convenient public access to beach and other public waterways through maintenance of all public waterway and beach access-ways at the twenty-two street-end locations existing as of the adoption of the Plan amendment.

## Policies

- E.1.7.1** The City will not allow closure of the current beach access at street ends to benefit development.
- E.1.7.2** The City shall maintain all existing beach parking as of the date of this Plan, and reduction in the number of public parking spaces available at beach accesses shall not be permitted unless such eliminated spaces are replaced in equal numbers and within similar proximity to the beach.
- E.1.7.3** The City shall not permit, either through public or private action, public access ways to the beach, the Intracoastal Waterway, or other waterways which are open to the public as of the date of adoption of this Plan to be closed, vacated, or restricted from public use in any manner.
- E.1.7.4** As preferred alternative to the construction of parking facilities at beach access-ways the City shall maintain all existing accesses including barrier-free ramps and shall join with others in seeking means of accommodating beach visitors.
- E.1.7.5** The City has determined that there are no appropriate locations for marinas within the City of Neptune Beach.

## Goal E.2

The City shall maximize, to the extent feasible, provisions and opportunities for the protection of life and property from the effects of hurricanes and other natural disasters.

## Objective E.2.1

### **Hurricane Evacuation**

The City shall maintain a comprehensive hurricane evacuation management plan that identifies evacuation zones (Map -E-3) and shall incorporate into that plan measures deemed necessary to maintain or reduce the City's hurricane evacuation clearance times.

## Policies

- E.2.1.1** The City shall cooperate with and assist other communities in identifying adequate public upland shelter spaces and shall not approve new development that creates undue burdens on the number of spaces available for threatened populations.
- E.2.1.2** The City hereby adopts and shall maintain a Level of Service standard of a 12-hour s evacuation time for a Category 5 storm for out-of-county hurricane evacuation.
- E.2.1.3** The City shall not approve Plan amendments that increase residential density within Coastal High Hazard Areas in that such increases to existing densities have the effect of concentrating populations in hazard prone areas and may result in an increase of hurricane evacuation



times for the City and the County.

**E.2.1.4** The City shall coordinate hurricane preparedness activities with other local government and affected agencies within the region; review its emergency preparedness plan each year; maintain a broad program of activities to increase public awareness; meet the evacuation needs of special populations; and through coordination with other local governments, strive to achieve an evacuation time within the "quick" response time frame for each storm category.

**E.2.1.5** The City's evacuation plan shall be consistent with the Duval County Hurricane Evacuation Traffic Management Plan as amended and shall maximize efficiencies in traffic movement ~~so as to~~ reduce or maintain evacuation clearance times within the City of Neptune Beach.

## Objective E.2.2

### ~~Redevelopment within the Coastal High Hazard Area (CHHA)~~

~~Redevelopment activities within the CHHA shall be guided by the redevelopment provisions as set forth within the Land Development Regulations which shall serve the purpose of reducing the vulnerability of people, property, and natural resources to damage from coastal storms.~~

### ~~Policies~~

~~E.2.2.1~~ The City, shall coordinate with Duval County the review and revision of the City's Hurricane Plan and pertinent portions of regulatory codes as necessary to achieve the following policies.

~~E.2.2.2~~ Implement a temporary moratorium on construction immediately following a hurricane occurrence until damage assessments and redevelopment policies have been determined.

~~E.2.2.3~~ Prior to re-entry of the population into evacuated areas, complete all critical cleanup and repair activities required to assure public health and safety.

~~E.2.2.4~~ The City established, for regulatory purposes, the Coastal High Hazard Area as the area below the Category 1 storm surge line as established by the Sea, Lake and Overland Surges from Hurricane (SLOSH) computerized storm model as mapped in the Storm Tide Atlas prepared by the Northeast Florida Regional Council as part of the current Regional Hurricane Evacuation Study pursuant to Chapter 163, Florida Statutes.

## Objective E.2.3

### **Hazard Mitigation**

The City shall seek appropriate means of reducing the potential for loss of life and property through provisions within the Land Development Regulations, including implementation of hazard mitigation policies from the Local Mitigation Strategy.

### **Policies**

**E.2.3.1** The City shall maintain provisions within its Land Development Regulations which require that ~~all new~~ residential development within the ~~CHHA-Coastal High Hazard Area (Map E-1)~~ ~~assess and mitigate~~ impacts to hurricane evacuation times and shelter provision.

**E.2.3.2** The City shall not approve Plan amendments which increase residential density within the ~~CHHA-Coastal High Hazard Area (Map E-1)~~ or where demands upon existing shelter space shall be increased.

## Goal E.3

The City shall protect, preserve, and maintain natural environmental resources ~~in order so as to~~ maintain or  
2021-2046 Comprehensive Plan E-8 Costal Management & Conservation Element

enhance air quality, water quality, vegetative communities, wildlife habitats, and the natural functions of soils, fisheries, wetlands, and estuarine marshes.

## Objective E.3.1

### **Air Quality**

The City shall cooperate with adjacent communities in regional air quality management programs ~~so as to~~ provide a high standard of air quality.

## Policies

**E.3.1.1** The City shall implement policies of the Local Mitigation Strategy appropriate to protect air quality and shall require mitigation prior to permitting of projects that may adversely affect air quality.

## Objective E.3.2

### **Conservation and Protection of Natural Coastal Resources**

The City shall maintain or adopt provisions within its Land Development Regulations for private and public development which conserve and enhance soils, native vegetation, living marine and water resources, and wildlife habitats to the maximum extent possible.

## Policies

**E.3.2.1** The City shall require applicants for development permits to submit appropriate environmental surveys and reports prior to the issuance of development permits. All applications for development permits and other zoning related applications shall be required to identify environmental features, including any Wetlands, CCCL, natural water bodies, open space, ~~buffers~~buffers, and vegetation preservation areas, and to sufficiently address any adverse impacts to Environmentally Sensitive Areas.

**E.3.2.2** The City shall cooperate with the SJRWMD in implementation of water conservation measures as set forth within the management plans and rules of the SJRWMD and the City's Consumptive Use Permit issued by the SJRWMD.

**E.3.2.3** In order to prohibit incompatible land uses, the City shall protect potable water well cones of influence, ~~and~~ shall maintain maps of such cones of influence, and shall continue to implement the well- field protection regulations, as set forth within the Land Development Regulations. Such incompatible uses shall include all industrial uses but shall also include uses which have the potential to contaminate or degrade potable water supply wells, wetland functions, or natural systems associated with Environmentally Sensitive Areas.

**E.3.2.4** The City shall appropriately restrict land use activities which may threaten water sources from stormwater runoff into recharge areas by maintaining the Stormwater, Drainage, Storage, and Treatment Requirements as set forth within the Land Development Regulations. Development permits shall be issued only in accordance with the City's National Pollutant Discharge Elimination Systems (NPDES) permit in addition to the requirements of the Water Management District and the Florida Department of Environmental Protection. NPDES requirements shall include use of Best Management Practices (BMPs) prior to discharge into natural or artificial drainage systems. All construction projects of one acre or more shall require a NPDES permit.

**E.3.2.5** In accordance with Chapter 163.3202, Florida Statutes, the City shall establish and maintain within its Land Development Regulations all necessary requirements and restrictions to ensure that land development, land disturbing activities, and land uses are managed in a

manner which protects and conserves the natural functions of soils, fisheries, wildlife habitats, rivers, flood plains, wetlands (including estuarine marshes), and marine habitats including hatchling turtles.

- E.3.2.6** The City shall cooperate with adjacent local governments and regulatory agencies to conserve and protect, as may be appropriate, unique vegetative communities located within the City and within adjacent jurisdictions.
- E.3.2.7** The City shall designate Environmentally Sensitive Areas requiring protection as a means of implementing the Comprehensive Plan and shall include in its Land Development Regulations, prepared in accordance with S. 163.3202, F.S., means of ensuring protection of such lands from degradation.
- E.3.2.8** Environmentally Sensitive Areas shall include lands, waters, or areas within the City of Neptune Beach which meet any of the following criteria:
- a. All Wetlands, including those determined to be jurisdictional which are regulated by the Florida Department of Environmental Protection (FDEP) and the St. Johns River Water Management District (SJRWMD);
  - b. Estuaries, or estuarine systems;
  - c. Outstanding Florida Waters and Natural Water Bodies;
  - d. Areas designated pursuant to the Federal Coastal Barrier Resource Act (PL97-348) and those beach and dune areas seaward of the Coastal Construction Control Line;
  - e. Areas designated as Conservation by the Future Land Use Map;
  - f. Essential Habitat to Listed Species as determined by approved methodologies of the Florida Fish and Wildlife Conservation Commission, the Department of Agriculture and Consumer Services, and the U.S. Fish & Wildlife Service.
- E.3.2.9** The City shall ensure environmentally sound management of hazardous wastes and reduction of potential problems resulting there from through a multi-faceted program incorporating public information, enforcement of regulations, and monitoring of waste handling activities. The following components shall be included within the City's program:
- a. Support the enforcement of current State and Federal regulations aimed at prohibiting discharge of wastewater containing hazardous and industrial waste into septic tanks or through stormwater runoff into aquifer recharge areas or surface water bodies.
  - b. Public education programs encouraging residents and business owners to avoid the dumping of used petroleum products, paint, hazardous materials, and pesticides onto the ground or water bodies.
  - c. City coordination and monitoring of hazardous wastes by collection and transportation entities to ensure safe and responsible handling practices.

## Objective E.3.3

### **Regulatory Authority**

The City shall continue to cooperate with other permitting and regulatory agencies to improve estuarine environmental quality to achieve the estuarine water quality standards established by FDEP.

## Policies

- E.3.3.1** The City shall maintain and amend as necessary, provisions within its Land Development Regulations to achieve consistency with the rules and regulatory authority of the SJRWMD.

**E.3.3.2** The City shall coordinate with other governmental agencies during the review, permitting, and development of sites which, if improperly developed, could have adverse impacts upon estuarine water quality and related resources; through such coordination, the City shall ensure adequate sites within the drainage basin for water-dependent uses; prevent estuarine pollution which could adversely affect another governmental jurisdiction; ensure public access; and reduce exposure to flood hazards.

**E.3.3.3** In a timely manner in order to ensure that such projects and activities can be reviewed and comments returned to the City prior to permitting the City shall coordinate its permitting activities with existing resource protection plans by notifying the administrators of such plans of any pending development activity or public improvement.

## Objective E.3.4

### Shoreline Development

~~The City shall give consideration to shoreline land uses and site development improvements which meet the following criteria:~~

- ~~(a) Prevent adverse environmental effects~~
- ~~(b) Maintain or exceed the standards within this Plan for public access~~
- ~~(c) Avoid shoreline hardening structures~~
- ~~(d) Enhance estuarine water quality~~

## Objective E.3.5

### Natural Resource Based Recreation and Public Access

The City shall provide opportunities for appropriate recreational uses and access to public waterways, the beach, and natural areas, and shall restrict activities that harm or diminish the public's right to use such publicly owned natural resources.

## Policies

**E.3.4.1** The City shall prohibit the closure or abandonment of public right-of ways or public lands that would restrict access to any public waterbodies.

**E.3.4.2** The City shall enforce the requirements for public access to beach areas as set forth in the Coastal Protection Act of 1985 in all permitting activities and through the course of coastal redevelopment programs.

**E.3.4.3** The City shall prohibit the closure of existing beach and waterway accesses and any unopened easements except in the case of risk to public safety as determined by the City's public safety officials or in the case of adverse environmental impact.

**E.3.4.4** To the extent that the City has regulatory control over such resources the City shall adopt within its Land Development Regulations provisions to provide for the appropriate recreational use of surface waters within the City that are under public control or City ownership including dock construction, mooring and anchoring and resource protection regulations.

## Goal E.4

The City shall promote and encourage energy conservation and efficiency ~~in an effort to~~ reduce greenhouse gas emissions and protect the environment.

## Objective E.4.1

### **Energy Efficiency and Energy Conservation**

In order to conserve and protect the value of land, buildings, and resources the City shall encourage the development and use of renewable energy ~~resources, and resources, and~~ shall promote the good health of the City's residents.

### Policies

- E.4.1.1** The City shall maintain an energy efficient land use pattern and shall continue to promote the use of transit and alternative methods of transportation that decrease reliance on ~~the~~ automobiles.
- E.4.1.2** The City shall continue to encourage and develop the "walk-ability" and "bike-ability" of the City as a means to promote the health of the City's residents, to increase their access to recreational and natural resources, and ~~as a means~~ to reduce greenhouse gas emissions.
- E.4.1.3** The City shall continue to promote and enforce energy efficient design and construction standards as these are adopted as part of the State Building Codes. The City shall also promote commercial and residential standards that are promulgated from time to time by the Florida Green Building Coalition, Inc.

## Objective E.4.2

### **City Buildings and Equipment**

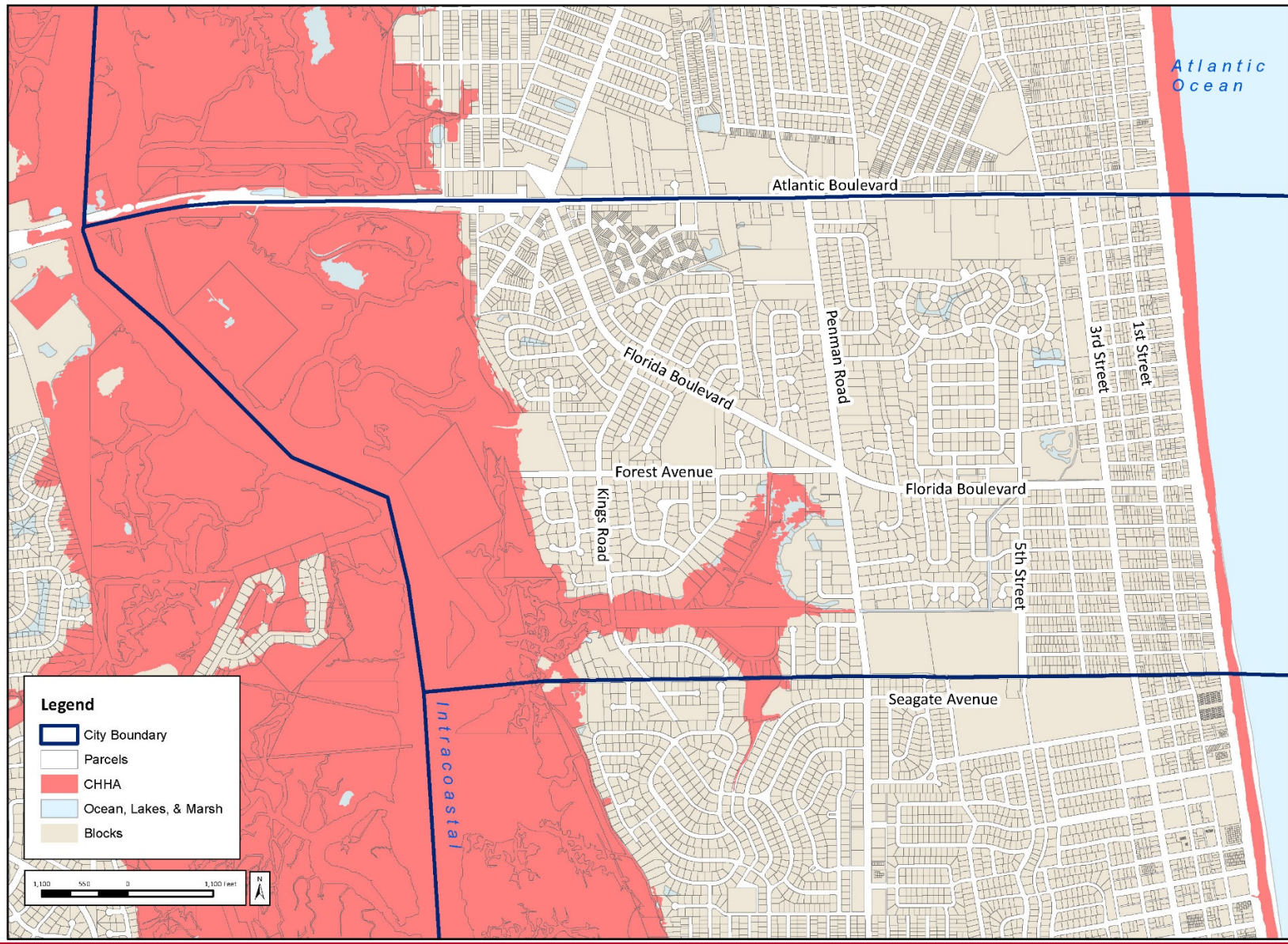
The City shall improve energy conservation and efficiency in City buildings, facilities, and equipment.

### Policies

- E.4.2.1** The City shall develop and implement an energy management plan to minimize electric, fuel, and water resources in City buildings, in fleet vehicles, and on public properties.
- E.4.2.2** The City shall conduct periodic energy audits of public buildings and facilities to identify methods to reduce energy consumption and improve energy efficiency.
- ~~**E.4.2.3**~~ Public buildings and facilities shall be constructed and adapted where reasonably feasible to incorporate energy efficient designs and appropriate "green" building standards. Green Building standards that should be observed are contained in the Green Commercial Buildings Designation Standard, ~~Version 1.0~~Version 1.0, published by the Florida Green Building Coalition, Inc.
- ~~**E.4.2.3**~~
- ~~**E.4.2.4**~~ Whenever cost and reliability are similar to traditional vehicles the City shall continue to replace light-duty vehicles in need of replacement with hybrids, alternative fuel vehicles, or the most fuel efficient and least-polluting vehicles available for specific functions.

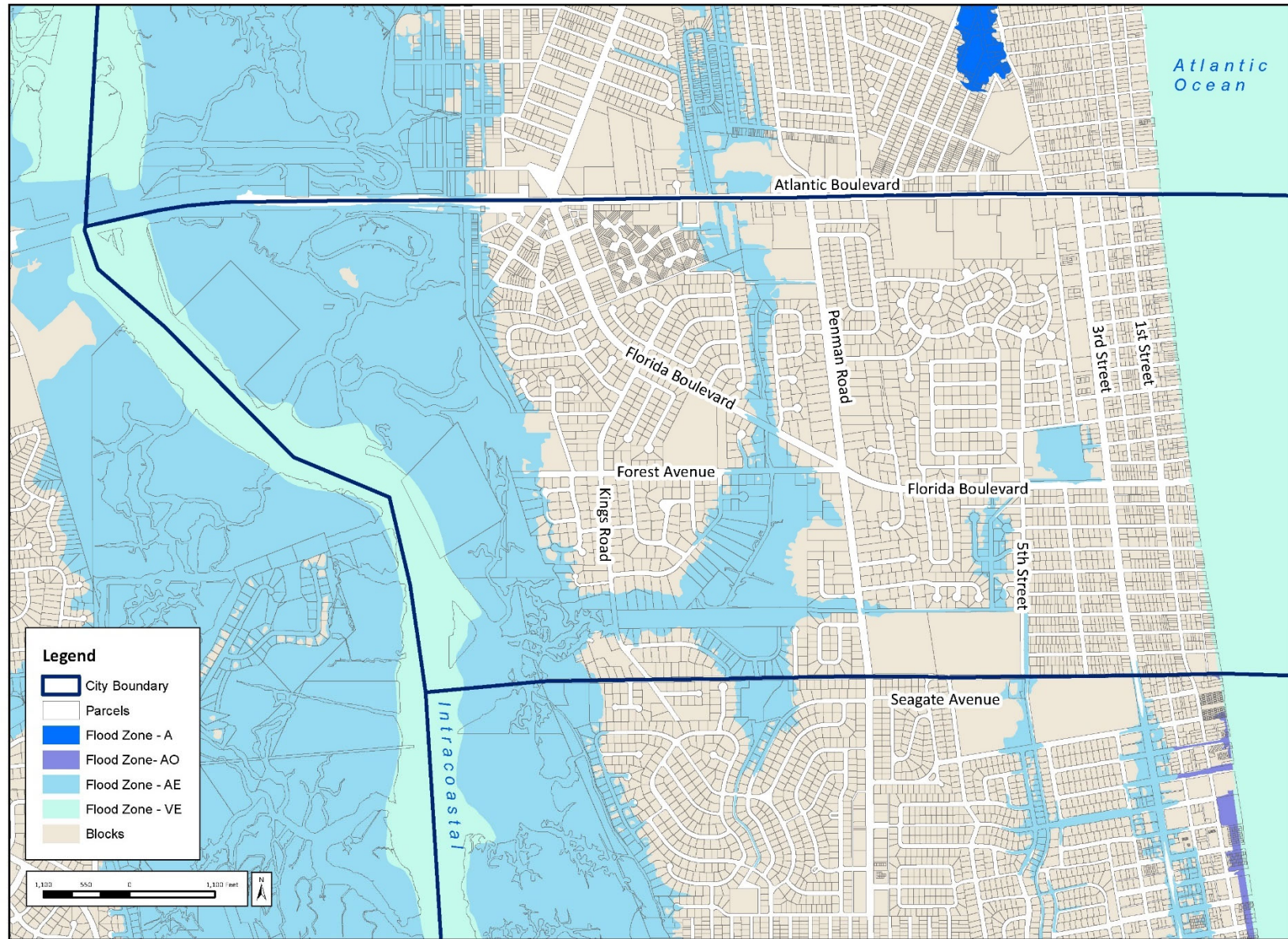


Map E-1 Coastal High Hazard Area (CHHA)



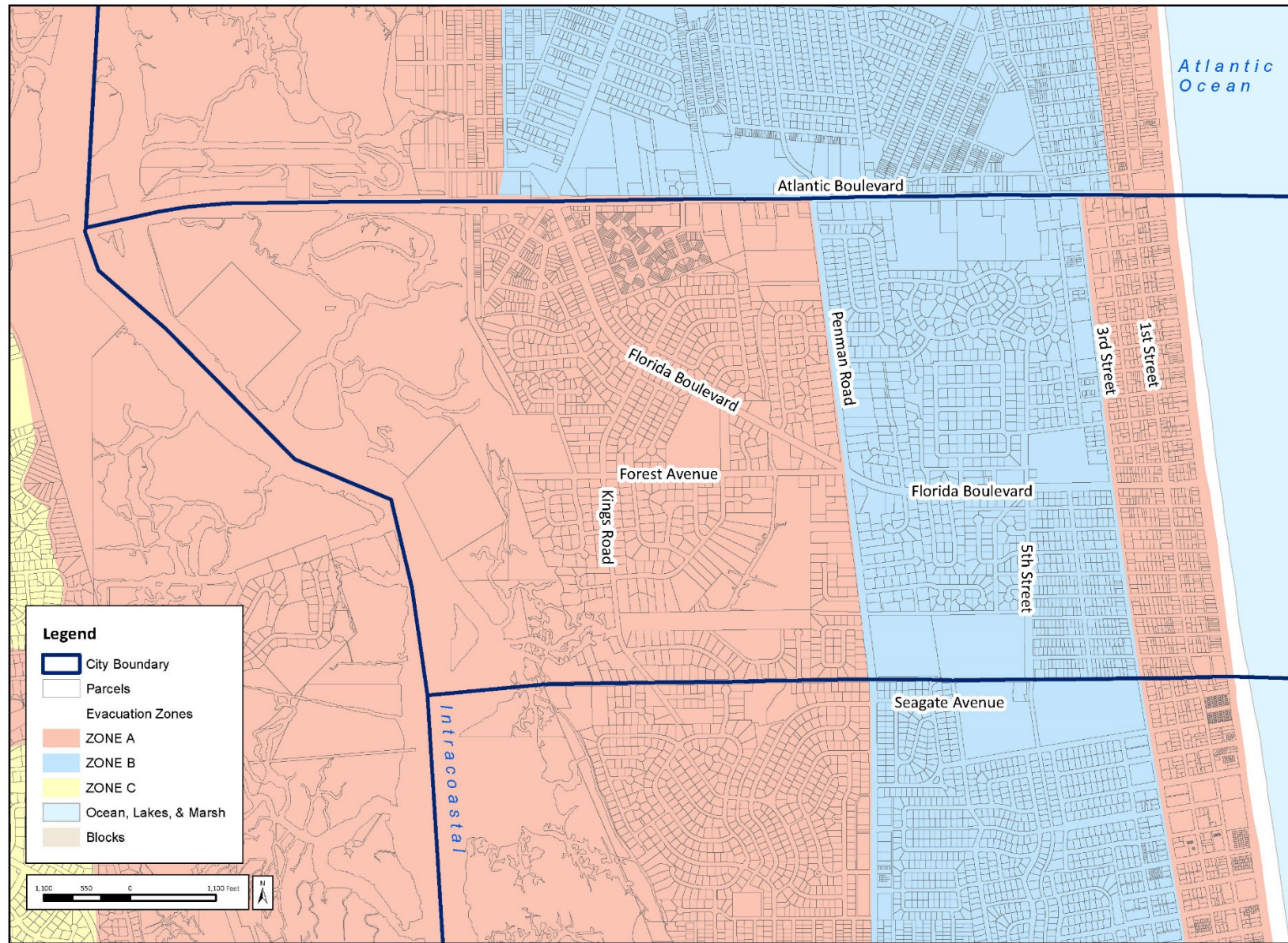


Map E-2 Flood Zones



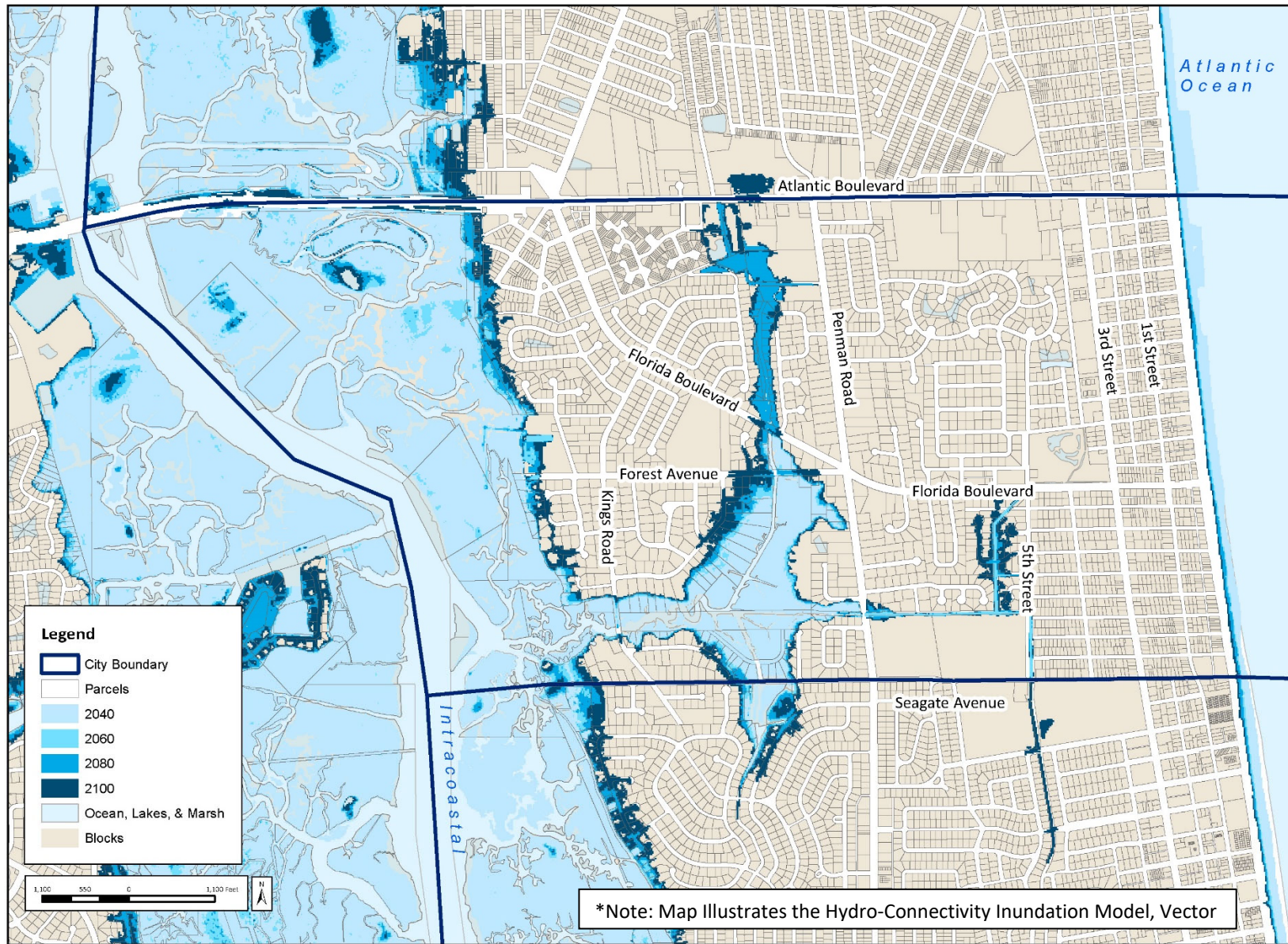


**Map E-3 Hurricane Evacuation Zones**





Map E-4 Sea-Level Rise (NOAA Intermediate High Projection)



F. Recreation and Open Space Element





# Recreation & Open Space Element

## INVENTORY & ANALYSIS

*\*Note: The ~~Summary~~ Inventory & Analysis section within each element serves to contextually situate the data and analysis. Introductory narratives for each element are not being formally adopted into the plan but serve as a guide to inform the origins of thought while preparing the adopted Goals, Objectives, and Policies.*

The City of Neptune Beach has several parks ranging from our signature Park, Jarboe Park, to smaller pocket parks and passive recreation amenities along Hopkins Creek Preserve, the Marsh front, and of course the 1.2 miles of beach. Ish Brandt park is an oasis in the heart of commercial corridor that serves to buffer commercial spaces from cherished residential spaces. ~~B-and-beach accesses~~ access points from Atlantic Boulevard down to Seagate Avenue allow enjoyment and appreciation of our prized oceanfront recreational amenities. Currently, the City is revitalizing Jarboe Park ~~that~~ which will feature lots of active recreation courts, ranging from pickle ball to basketball, ~~to~~ trails, and the best in contemporary playground equipment for children of all ages.

Table F-1: Existing Parks & Open Spaces

<u>Name</u>	<u>Acreege</u>	<u>Location</u>	<u>Parcel ID</u>
<u>Jarboe Park</u>	<u>12.68</u>	<u>510 Florida Blvd</u>	<u>173115 0000</u>
<u>Futch Park</u>	<u>0.12</u>	<u>0 Oleander Place</u>	<u>173269 0010</u>
<u>Basil Park</u>	<u>0.14</u>	<u>0 Fifth St</u>	<u>173260 0000</u>
<u>Ish Brant Park</u>	<u>2.70</u>	<u>0 Cherry St</u>	<u>172400 0500</u>
<u>Stinson Park</u>	<u>0.21</u>	<u>1301 Florida Blvd</u>	<u>177430 0000</u>
<u>Hopkins Creek Preserve</u>	<u>15.53</u>	<u>0 Kings Rd</u>	<u>177484 0600</u>
<u>Neptune Beach</u>	<u>60 acres (1.2 miles)</u>	<u>n/a</u>	<u>n/a</u>
<b><u>Total</u></b>	<b><u>931.38</u></b>		

## Recreation and Open Space Element GOALS, ObjectivesOBJECTIVES, AND POLICIES

All recreation and open space within the City of Neptune Beach shall be in accordance with the following Goals, Objectives, and Policies:

### Goal F.1

The City shall ensure retention, maintenance, and improvement of existing open space and recreational facilities, such as passive recreation parks, sports fields/courts, jogging trails, and bicycle paths, to satisfy the health, safety, and welfare needs of citizens and visitors, including special groups such as the elderly. ~~It shall also provide for recreation and open space.~~

### Objective F.1.1

#### Public Access

The City shall continue to provide access to the beach and all other recreational amenities.

## Policies

**F.1.1.1** Existing public beach access shall not be closed to the public.

~~**F.1.1.2** The City shall maintain all existing accessible beach accesses and shall seek opportunities, where feasible, to provide additional access to all natural and constructed recreation and park facilities. New facilities shall be developed and constructed in compliance with applicable provisions of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).~~

~~**F.1.1.2****F.1.1.3** The City shall continue to allow parking along public rights-of-way for the purpose of providing parking for beach access, provided such parking does not interfere with pedestrian or vehicular safety and does not excessively result in damage to public or private property.~~

## Objective F.1.2

### Coordination

~~To~~ In order to provide citizens with a wide variety of leisure time activities with ~~an~~ acceptable level of service standards, the City of Neptune Beach shall continue to coordinate the provision of parks and facilities with other government agencies.

## Policies

**F.1.2.1** The City shall continue to support efforts of other government agencies and shall cooperate to achieve level-of-service standards for regional recreation and open space facilities.

**F.1.2.2** The City shall cooperate with the School Board in the provision of recreational facilities within Neptune Beach.

**F.1.2.3** The City shall maintain all existing beach access ways as described within the Conservation and Coastal Management Elements and shall continue to make improvements to prevent erosion caused by pedestrian traffic.

~~The City shall maintain all existing accessible beach accesses and shall seek opportunities, where feasible, to provide additional access to all natural and constructed recreation and park facilities. New facilities shall be developed and constructed in compliance with applicable provisions of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).~~

~~The City shall continue to allow parking along public rights-of-way for the purpose of providing parking for beach access, provided such parking does not interfere with pedestrian or vehicular safety and does not excessively result in damage to public or private property.~~

~~**F.1.2.3****F.1.2.4**~~ **F.1.2.4** The City shall not permit parks and designated open space to be diverted to any other use unless mitigated by equal replacement in size and quality of the resource.

## Objective F.1.3

### Adequate Parks and Recreation Facilities

In order to provide safe, convenient access for all residents to beaches, the Intracoastal Waterway, parks, and other recreation facilities in accordance with Level of Service standards set forth within this Plan, ~~an amendment~~ the City shall continue to maintain its existing recreational facilities and shall provide for the recreational needs of the City's residents. Map F-1 above demonstrates identifies the existing and as well as potential future parks, open spaces, and recreational facilities map, which is also based on Figure 4.30 of the Neptune Beach Vision Plan. The City shall inventory at least once every five years, public and private recreation resources to identify service inadequacies and opportunities for the sharing of facilities and programs ~~so~~.

## Policies

- F.1.3.1** Existing recreational land shall not be replaced with non-recreational development.
- F.1.3.2** ~~The City shall continue to operate and maintain existing recreational facilities in a safe and aesthetic~~ aesthetically pleasing manner.
- F.1.3.3** ~~The City shall a~~ Adopt Crime Prevention through Environmental Design (CPTED) standards for the design of streets, parks, and public spaces.
- F.1.3.4** ~~Adopt~~ The City shall utilize low impact design principles for the design and construction of streets, parks, and infrastructure improvements, including provisions for the use of native plants that help filter stormwater and for the prioritization of natural edge stormwater canals over conventionally engineered, hard edge channels.
- F.1.3.5** ~~The City shall Invest in recreational amenities along the Intracoastal: ,including kayak launches, marsh walks, and a pedestrian/and bicycle bridge across Hopkins Creek that connects the two segments of Seagate Avenue. Potential future recreational projects are identified and located on Map F-1.~~
- F.1.3.6** ~~The City shall use the following LOS standards for the provision of neighborhood parks:~~

**Table F-2: Current Parks & Recreation Facilities and LOS Standards**

<u>Facility</u>	<u>Level of Service</u>	<u>Minimum Required</u>	<u>Current (2021)</u>
Neighborhood Parks	2 acres <del>per</del> /1,000 Population	<del>&gt;31 acres</del> 14.39 acres	<del>&gt;15.8531 acres*</del>
Playground (with equipment)	1 playground per 2,500 population	<u>3 playgrounds</u>	<u>3 playgrounds</u>
<del>Baseball or softball field</del>	<del>1 field per 2,500 population</del>	<u>3 fields</u>	<u>1= 2 needed</u>
Volleyball Court	1 court per 5,000 population	<u>1.45 courts = 2</u>	<u>2 courts</u>
Tennis Court	1 court per 5,000 population	<u>1.45 courts = 2</u>	<u>2 courts</u>
Beach <del>A</del> access	1 access per 1,000 population	<u>7 beach accesses</u>	<u>25 accesses</u>
Jogging/Exercise Trail**	1 <u>mile of</u> trail per <del>7</del> 2,000 population	<del>1 trail</del> 3.6 miles	<u>1 trail. 7 miles built (additional 2+ miles planned)</u>

\*Current Neighborhood Parks does not include Hopkins Creek Preserve or Neptune Beach  
\*\*Can include multiuse paths, nature trails, and marsh walks

## Objective F.1.4

### Open Space

The City shall continue to provide public open space for the enjoyment of all residents and visitors to the City and shall require that residential developments and redevelopment projects include open space.

## Policies

**F.1.4.1** Development shall not be allowed in wetlands or environmentally sensitive areas. All development adjacent to wetlands or environmentally sensitive areas shall conform to the performance standards as set forth in the Land Development Regulations.

**F.1.4.2** The City shall develop appropriate definitions and standards of open space for inclusion in land development regulations.

~~The City shall consider opportunities to provide additional public open spaces, including converting the final segment of Atlantic Boulevard from 1<sup>st</sup> Street to the beach into a car free public pedestrian plaza, and -and encourage infill development along the edges of the existing surface parking lot on that corner.~~

**F.1.4.3** ~~tTransforming the segment of 1<sup>st</sup> Street from Atlantic Boulevard to Orange Street into a shared plaza-street that can be easily closed to cars and used for special public events.~~ Potential future open space projects are identified and located on Map F-1.

~~F.1.4.2~~

## Objective F.1.5

### Recreational Needs for the -Elderly and Handicapped

Passive recreation shall be provided which is accessible to and meets the needs of the elderly and handicapped in accordance with Level of Service standards set forth within this Plan amendment.

## Policies

**F.1.5.1** The City shall provide handicapped parking and barrier-free access to all public recreation facilities.

**F.1.5.2** Public recreation facilities shall provide passive type recreation for the elderly and handicapped.

~~F.1.5.2~~ **F.1.5.3** The City shall continue to support the Senior Center's community programs and services.

## Objective F.1.6

### Bike and Jogging/Walking Trails

In accordance with the Level of Service standards set forth within this Plan's ~~within Element B. -Transportation Element shown as the~~ and Map B-4: Existing & Future Bicycle & Pedestrian Facilities, the City shall ~~Map serves as a~~

~~guide to promote amendment safe and active non-vehicular modes travel within Map B-4 shall be encouraged where appropriate.~~

## Policies

**F.1.6.1** The City shall ~~refer to the Neptune Beach Community Vision Plan (2021), the North Florida TPO's 2019 Regional Multi-Use Trail Plan, and the City of Jacksonville's Pedestrian and Bicycle Master Plan (2017) to use the 2002 bicycle and pedestrian pathway study to~~ ensure provisions for pedestrian and bicycle routes in the City and connecting adjacent municipalities.

~~F.1.6.2~~ ~~In order to alleviate peak parking demands, reliance on vehicular transportation, provide for a high level of recreational activity to alleviate peak parking demands and reliance on vehicular transportation, and energy efficiency through the prioritization of the City shall ensure that bike and pedestrian facilities continue to be a high priority to this community conservations.~~

~~F.1.6.2~~**F.1.6.3** Increase energy efficiency by encouraging active modes of transportation through continuous monitoring and improvement of the Ceity's trail network and bicycle parking infrastructure.

~~F.1.6.3~~**F.1.6.4** Increase the lighting and the separation of bike paths, and mark bike paths and jogging trails with clear delineation of bike paths. For safety purposes bike paths and jogging trails for maximum safety and protection. shall be well lit and removed from heavy traffic or protected by physical barriers.

## Objective F.1.7

### Requirements for Redevelopment Projects

Redevelopment projects of a certain size shall provide the ~~provision of~~ recreational facilities and open space in accordance with ~~Level of Service standards set forth within this Plan amendment~~ the requirements in the City's Land Development Code.

## Policies

**F.1.7.1** In multifamily, commercial, and mixed-use redevelopments of a certain size ~~areas to be redeveloped for anything other than low density or single family development, on-site recreational facilities and public open space~~ must be provided to fulfill the requirements ~~of the new development, and standards outlined in t~~ The Land Development Code shall specify the amount of recreational space required for all non-residential development.



Map F-1: Existing & Future Parks, Open Spaces, and Recreational Facilities



## G. Intergovernmental Coordination Element



# Intergovernmental Coordination Element

## GOALS, OBJECTIVES, AND POLICIES

All Intergovernmental Coordination within the City of Neptune Beach shall be in accordance with the following Goals, Objectives, and Policies:

### Goal G.1

The City shall coordinate and cooperate with the various governmental agencies to achieve coordination of the following:

- 1) equitable and reasonable sharing of authority, responsibility, and resources in the provision of services, education, and housing;
- 2) provision for effective development review and permitting;
- 3) effective representation on behalf of the City in decisions related to future growth management, planning, and funding resources.

### Objective G.1.1

#### Maintaining Consistency with Comprehensive Plans and Interlocal Agreements

As means of achieving effective intergovernmental coordination and consistency in planning for the future of the City and the surrounding region, copies of proposed amendments to the adopted Comprehensive plan shall be provided to adjacent local governments and government agencies which provide services within the City, but which may not have regulatory authority within the City.

### Policies

- G.1.1.1** In order to ensure the impacts of development as proposed in the Plan amendment are coordinated with development throughout the region and the State, and for comments prior to legislative adoption, the City shall forward copies of proposed Comprehensive Plan amendments to all surrounding local governments, the Duval County School Board, the Northeast Florida Regional Council, the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Florida Department of Transportation, the Florida Department of Community Affairs, and any special service districts, as required in Section 163.3187, Florida Statutes.
- G.1.1.2** The City shall continue to participate in the inter-community Beaches utility group related to the coordination and implementation of the Cooperative Beaches Utility Plan as well as any utility and infrastructure related issues.
- G.1.1.3** The City shall continue to coordinate with the City of Atlantic Beach and the City of Jacksonville Beach to develop coordinated land use planning, unified development policies and special projects.
- G.1.1.4** The City shall maintain Interlocal Agreements identified within this Comprehensive Plan amendment as necessary to provide efficient and effective services.

**G.1.1.5** The City shall continue coordination with the following entities and agencies for the purposes as indicated:

- (a) Other local governments and agencies adjacent to our Coastal High Hazard Area, including the Emergency Preparedness Division of the Duval County Fire and Rescue Division and the Florida Department of Transportation for the purpose of improving hurricane evacuation routes and reducing evacuation time.
- (b) The State of Florida, Duval County, and other local governments for the purpose of post-disaster redevelopment planning, land use and transportation planning, resource conservation (including potable water), provision of shared recreation facilities, and coastal and beach access facility development.
- (c) The North Florida Transportation Planning Organization related to transportation improvements needed to maintain or exceed adopted Level of Service standards
- (d) The St. Johns River Water Management District and the Florida Department of Environmental Protection related to coordination of land use and water supply planning, development review, and permitting responsibilities and procedures.
- (e) The Duval County Health Department related to the coordination of proper education and procedures to improve and maintain a healthy environment within the City. The law enforcement agencies of surrounding local governments, as well as State and Federal law enforcement agencies, in order to achieve compatibility of communication equipment and coordination of services.
- (f) The Jacksonville Transportation Authority to support the development of transportation routes that serve the beach communities.
- (g) The Duval County Environmental Resource Management Department to ensure provision for timely planning and development of solid waste disposal facilities to effectively serve needs of all communities within the service area.
- (h) The Duval County School Board related to the coordination of school facility planning and comprehensive land use planning in accordance with the Interlocal Agreement for Joint Facility Planning between the City of Neptune Beach, the Consolidated City of Jacksonville, the Town of Baldwin, the City of Jacksonville Beach, the City of Atlantic Beach, and the Duval County School Board.
- (i) The Duval County School Board related to the coordination of school facility planning and comprehensive land use planning in accordance with the Interlocal Agreement for Joint Facility Planning between the City of Neptune Beach, the Consolidated City of Jacksonville, the Town of Baldwin, the City of Jacksonville Beach, the City of Atlantic Beach, and the Duval County School Board.

**G.1.1.6** The City shall continue its involvement in the North Florida Transportation Planning Organization and will maintain representation on the Technical Coordinating Committee as appropriate.

**G.1.1.7** The City shall encourage the utilization of the Northeast Florida Regional Planning Council as the appropriate entity for informal mediation process in resolving conflicts with other local units of government.

**G.1.1.8** Continue to monitor updates to the Duval County Public Schools Interlocal Agreement and Proposed Policies addressing Concurrency.

G.1.1.9 Continue to monitor the Public Schools Element to ensure consistency and revisions as policies are addressed throughout the Concurrency Planning Process and the Outcomes that may affect the Interlocal Agreement.

G.1.1.7G.1.1.10 Additional detail on the coordination of design, construction, and maintenance of public schools can be found within the Public Schools Element.

## Objective G.1.2

### Coordination of the Management and Protection of Natural Resources

The City shall continue to coordinate with all adjacent local governments and relevant agencies in implementing protection of the beach, shoreline, and wetlands and in protecting the potable water supply from saltwater intrusion.

### Policies

- G.1.2.1** The City shall coordinate with all jurisdictional agencies and adjacent local governments in developing and implementing programs aimed at the effective management of the beaches, shorelines, and wetlands as well as other cross-jurisdictional water bodies.
- G.1.2.2** The City shall coordinate with Duval County and the Army Corps of Engineers (ACOE) for beach rehabilitation.
- G.1.2.3** The City shall coordinate with the St. Johns River Water Management District to identify potential areas where saltwater intrusion may degrade potable water resources.

## Objective G.1.3

### Coordination of Levels of Service for Public Facilities

The City shall coordinate planning and land development activities with adjacent local governments to ensure that the impacts of new development shall not preclude the attainment of adopted Level of Service standards; impair sound environmental management practices; create land use conflicts, or contribute to inconsistent and incompatible urban development patterns.

### Policies

- G.1.3.1** The City shall advise local governments of proposed development and re-development activities which might reasonably be foreseen to reduce facility service standards and shall review such projects for of conformity with the Comprehensive Plan of adjacent local governments, particularly those near jurisdictional boundary lines.
- G.1.3.2** The City shall coordinate with affected jurisdictions and agencies, including FDOT, regarding mitigation to impacted transportation facilities not under the jurisdiction of the City. Interlocal Agreements with other jurisdictions may be utilized for this purpose.



~~G.1.3.4~~G.1.3.3 In order to reflect the shared responsibilities for managing development and concurrency, and to address cross-jurisdictional impacts of development on regional transportation facilities, the City may enter into agreement with one or more adjacent local governments.

## Objective G.1.4

### Coordination with the Duval County School Board

In accordance with the Interlocal Agreement for Joint Facility Planning, adopted pursuant to Chapter 163.317~~77~~, Florida Statutes, the City shall consult with the Duval County School Board and Duval County Public Schools prior to implementing projects or plans that might impact the use of school facilities related to shared facilities, access, surrounding environment, housing patterns, alteration of public services and general development policies of the City.

## Policies

**G.1.4.1** The City shall notify the Duval County Public Schools of projects or plans under consideration which might affect the operation of school facilities at least thirty (30) days prior to taking formal action thereon.

**G.1.4.2** The City shall request that the Duval County Public Schools advise the City of proposed alteration, construction, or other plans under consideration so that the City may be advised and provided an opportunity to discuss the potential effects of such action upon the City.

**G.1.4.3** The City shall maintain, a non-voting representative to be appointed by the Duval County School Board, a seat on its Local Planning Agency (LPA), who shall be noticed, provided an agenda, and invited to attend LPA meeting and to provide comments related to land use amendments and rezoning proposals that may ~~effect~~affect student enrollment projections or school facilities.

## Objective G.1.5

### Affordable Housing

The City shall enter into Interlocal Agreements with adjacent municipalities in order to facilitate coordination of affordable housing needs.

## Policy

**G.1.5.1** The City shall enter into Interlocal Agreements with adjacent governments, as determined to be necessary and appropriate, so as to address the City's very low, low, and moderate-income affordable housing needs in response to:

- (a) Market driven limitations where meeting the needs for very low, low, and moderate income affordable housing is not economically feasible due to exceptionally high property values related to the City's coastal location
- (b) Environmental limitations ~~W~~where meeting affordable housing needs for very low, low, and moderate income residents is not feasible due to ~~limitations of~~ residential density restrictions within the Coastal High Hazard Area.

## H. Capital Improvements Element



Table H-5: Solid Waste Estimates and Projections, Neptune Beach (2000 through 2020)46

<u>Year</u>	<u>Population/Estimates</u>	<u>Pounds Per Day</u>
<u>2000</u>	<u>6,856</u>	<u>48,678</u>
<u>2005</u>	<u>7,122</u>	<u>50,566</u>
<u>2010</u>	<u>7,037</u>	<u>49,963</u>
<u>2015</u>		
<u>2020</u>	<u>7,193</u>	<u>51,070</u>

## Capital Improvements Element

Terms used within this element shall be as set forth within Section 163.3177 Florida Statutes or as defined by applicable City of Neptune Beach ordinances.

### SCHEDULE OF CAPITAL IMPROVEMENTS

A comprehensive list of capital improvement projects in various stages of development (conceptual, proposed, planned, construction) was included as part of the adopted 2021 Neptune Beach Community Vision Plan. This schedule can be found in Appendix A 'Capital Improvements Project List' and will be reviewed and reprioritized annually as part of the City's annual budgeting process.

~~Terms used within this element shall be as set forth within Section 163.317764, Florida Statutes and Rule 9J-5.003 of the Florida Administrative Code or as defined by applicable City of Neptune Beach ordinances.~~

### GOALS, OBJECTIVES, AND POLICIES

#### Goal H.1

The City shall provide public facilities, which are sufficient to enable the City to: 1) accommodate the needs of present and future populations in a timely and cost-effective manner; 2) maximize the use of existing facilities; and 3) maintain or enhance the City's services, physical environment, and fiscal integrity.

#### Objective H.1.1

##### Capital Improvements Planning

Capital projects needed to support development shall be evaluated annually, and when financially feasible, based on the annual adopted budget for the City, they shall become part of the five (5) year Schedule of Capital Improvements of the Capital Improvement Program (CIP) ~~as set forth within Table H-5 below and consistent with the annual adopted budget for the City and Community Vision Plan Appendix A: Project List. Such u~~Updates to the CIP shall be included in the City's adopted Comprehensive Plan as part of the annual review and amendment to this Capital Improvements Element.

#### Policies

##### H.1.2.1

Capital improvements, which are determined to be necessary to implement the Goals, Objectives, and Policies of this Comprehensive Plan shall be given priority by the City. All capital improvements having a cost of \$25,000 or more shall be included in the City's annual capital improvements budget along with an identified funding source.

- H.1.2.2** The City shall be guided by the following criteria in identifying and prioritizing capital improvements both in the provision of new facilities, and replacement or renewal of existing facilities:
- (a) improvements needed for the protection of public health and safety;
  - (b) improvements that increase the utilization of existing City facilities, multiple use of facilities or improved efficiency of facility operation;
  - (c) improvements that address existing Level of Service deficiencies;
  - (d) improvements necessary to meet the requirements of future development; and
  - (e) improvements that enhance and improve the City's built environment, and aesthetic character, economic stability, or environmental quality.
- H.1.2.3** The City supports coordination of capital improvement planning by all levels of government as a means of providing services in an orderly, economical, and efficient manner.
- H.1.2.4** The City Manager, or designee, shall have the responsibility of preparing a capital improvement budget and Capital Improvement Element update (when required) after evaluating the population growth within the City, the condition of the City facilities, and the provisions of this Comprehensive Plan.
- H.1.2.5** The City shall ensure the financial feasibility of all capital improvements included within the adopted Capital Improvements Element.
- H.1.2.6** This Capital Improvements Element shall be reviewed annually and updated as necessary to reflect revisions to the Capital Improvements Program in accordance with the annual adopted budget, including any proportionate fair-share contributions.

## Objective H.1.2

### **Public Expenditures within the Coastal High Hazard Area (CHHA)**

The City shall not make public expenditures that subsidize land development within the Coastal High Hazard Area ~~except for other than~~ improvements, as required to implement the Objectives and Policies identified within the Coastal/Conservation Element, the Capital Improvements Element, and those expenditures necessary for the health and safety of the residents of these areas.

## Policies

- H.1.2.1** The City shall coordinate with the appropriate agencies to ensure improvements as appropriate and necessary to protect and re-nourish dunes and beach areas, and to maintain or replace public facilities, and to provide improved recreational opportunities, including maintaining safe public beach access for people of all ages and abilities.

## Objective H.1.3

### **Concurrency and Level of Service Standards**

The City shall coordinate land use decisions and the issuance of development permits with the implementation of the Capital Improvement Program so as to ensure that the Level of Service (LOS) standards, as set forth within this Plan element, are fully met in accordance with Florida Statutes, and other applicable rules and regulations. A Concurrency Management System (CMS) shall be maintained that is consistent with and supports the Capital

Improvements Program, and which is financially feasible to provide necessary facilities to maintain adopted Level of Service standards and to serve new development during the five-year Capital Improvement Program planning period. The Concurrency Management System shall ensure that public facilities and services are available concurrent with the impacts of new development.

## Policies

**H.1.3.1** The City through its Concurrency Management System shall ensure that Level of Service (LOS) Standards and capacity requirements for sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools, and transportation facilities ~~—~~ including street capacity, projections, overall mobility targets, and mass transit where applicable ~~—~~ are achieved or maintained.

**H.1.3.2** Development permits, including permits issued for single-family and two family residential development upon existing Lots of Record, and those issued solely for alteration, remodeling, reconstruction, or restoration of residential units provided that such permits do not authorize an increase in the number of dwelling units; and for non-residential uses, those permits that do not authorize an increase in the square feet of the development shall be deemed no impact projects and shall not require a Concurrency Certificate. It shall be the Applicant's responsibility to demonstrate and certify this provision in accordance with concurrency review procedures.

**H.1.3.3** Applications for development permits for projects which are deemed to have no impact upon public facilities and services, as defined by preceding Policy H.1.3.2, or to have a de minimus impact as defined by State law, or which have acquired statutory or common law vested rights, shall not require a Concurrency Certificate. It shall be the Applicant's responsibility to demonstrate and certify this provision in accordance with concurrency review procedures.

**H.1.3.4** Development permits issued by the City, other than those as addressed by Policies H.1.3.2 and H.1.3.3, shall be accompanied by an approved Concurrency Certificate for that specific project, certifying that the proposed project has passed mandated concurrency tests. Capacity for all local development permits holding approved Concurrency Certificates shall be reserved in the aaffected public facilities for the life of the approved development permit but shall be released upon expiration of such development permit.

**H.1.3.5** The City shall implement a concurrency tracking and monitoring system, which shall:

- (a) Analyze the impacts of a proposed development in relation to the available capacity and Level of Service requirements contained within this Capital Improvements Element; and
- (b) Create an annual report that summarizes the available capacity of public facilities and forecasts the future available capacity based upon best available data.

**Note:** Terms and abbreviations used within following policies H.1.3.6 through H.1.3.11 shall have the same meaning as defined within the Public Schools Facilities Element of this Plan.

**H.1.3.6** The City shall ensure that future needs are addressed consistent with the adopted level of service standards for public schools to ensure that the capacity of schools is sufficient to support residential development order approvals at the adopted level of service (LOS) standards.



**H.1.3.7** The LOS standards shall be applied consistently by the City and by the DCPS district-wide to all schools of the same type, and shall continue to be revised according to subsequent revision to the DCPS Five Year Capital Plans and Master Facilities Plans.

**H.1.3.8** According to the 2019-20 Five Year Capital Plan and the Master Facilities Plan (2020) Interlocal Agreement for Public School Facility Planning between Neptune Beach and the City of Jacksonville, tThe uniform LOS standards for all public schools including magnets and all instructional facility types, shall be 105% of the permanent Florida Inventory of School House (FISH) capacity, plus portables, based on the utilization rate as established by the State Requirements for Educational Facilities (SREF).

~~The designated middle schools within CSA 5 shall be identified as backlogged facilities and an interim level of standard within CSA 5 shall be 115% until January 1, 2018, after which the uniform LOS standard shall apply.~~

~~The implementation of long term concurrency management shall be monitored to evaluate the effectiveness of the implemented improvements and strategies toward improving the level of service standards for middle schools in CSA 5 over the 10-year period.~~

~~The City shall adopt the DCPS Long Range Capital Improvements Plan as the 10-year long term schedule of improvements for the purpose of correcting existing deficiencies and setting priorities for addressing backlogged facilities within CSA 5. The long term schedule includes capital improvements and revenues sufficient to meet the anticipated demands for backlogged facilities within the 10-year period. The long term schedule improves interim level of service standards for backlogged facilities and ensures uniform LOS, as established in the preceding policies are achieved by 2018. The long term schedule will be updated by December 1st of each year, in conjunction with the annual update to the DCPS Five Year Capital Facilities Plan and the City's Capital Improvements Element.~~

The City's strategy in coordination with the DCPS for correcting existing deficiencies and addressing future needs includes the following:

- (a) implementation of a financially feasible Five-Year Capital Facilities Plan to ensure level of service standards are achieved and maintained;
- (b) implementation of interim level of service standards within designated concurrency service areas with identified backlogged facilities in conjunction with a long-term (10-year) schedule of improvements to correct deficiencies and improve level of service standards to the district-wide standards;
- (c) identification of adequate sites for funded and planned schools; and
- (d) the expansion of revenues for school construction.

**H.1.3.9** The City hereby adopts by reference as part of this Element the ~~2019-202008-2009~~ Five Year ~~Capital Plan District Facilities Work Program~~, and the ~~Master Facilities Long Range Capital Improvements~~ Plan (2020) as the 150-year long-term schedule of improvements program ~~as~~ adopted by the Duval County School District, which sets forth a financially feasible public school capital facilities program that demonstrates the adopted level-of-service standards will be achieved and maintained by the end of the ~~5-, year and the 10-, and 15-~~ year planning periods.

**H.1.3.10** By December of each year, the City, shall adopt the updated the DCPS Five Year Capital Plan ~~District Facilities Work Program~~ and the Master Facilities Long Range Capital Improvements Plan as the 150-year long-term schedule of improvements program to the extent that it relates to school capacity to ensure maintenance of a financially feasible capital improvements program and to ensure level of service standards will continue to be achieved and maintained pursuant to Policy H.1.3.9 of this Element.

**H.1.3.11** If there is a consensus to amend the LOS, it shall be accomplished by the execution of an amendment to this Interlocal Agreement by all Cities and the DCPS, and the adoption of amendments to each local government's Comprehensive Plan, following an advisory review by the ILA Team and the Joint Planning Committee. The amended LOS shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed. No level of service shall be amended without showing that the LOS is financially feasible.

**Note:** In addition to the LOS for school concurrency established by the Duval County School Board, the following Level of Service standards are adopted as the basis for the City's issuance of development permits:-:

**H.1.3.12** The City shall not issue a development permit unless provision to maintain or exceed the above standards for Park, Recreation and Open Space Levels of Service is met or committed as set forth in following Policy H.1.3.8 Table H-1.

**Table H-1: Level of Service Standards for Parks & Recreation Facilities**

<u>TYPE OF FACILITY</u>	<u>LEVEL OF SERVICE</u>
<u>Neighborhood Park*</u>	<u>2 acres per 1,000 population</u>
<u>Playground (with equipment)</u>	<u>1 playground per 2,500 population</u>
<u>Volleyball Court</u>	<u>1 court per 5,000 population</u>
<u>Tennis Court</u>	<u>1 court per 5,000 population</u>
<u>Beach Access</u>	<u>1 access per 1,000 population</u>
<u>Jogging/Exercise Trail</u>	<u>1 mile of trail per 2,000 population</u>
<u>*Should not include natural preserve areas (e.g. Hopkins Creek Preserve and Neptune Beach)</u>	

**H.1.3.13** If determined to be appropriate by the City, a development permit may be issued subject to the condition that, at the time of issuance of a Certificate of Occupancy or its functional equivalent, the acreage for the necessary park, recreation, or open space facilities ~~are~~ is dedicated or acquired by the local government, or by funds in the amount of the Developer's fair share are committed in accordance with the following and:

- (a) The park, recreation, or open space facilities are in place at the time of a Certificate of Occupancy or its functional equivalent as provided in the adopted local government ~~five (5)~~ -year Schedule of Capital Improvements; or
- (b) At the time the development permit is issued, the necessary park, recreation, or open space facilities are mandated through a binding executed agreement which requires the necessary facilities to be in place at the time of the issuance of a Certificate of Occupancy or its functional equivalent; or

- (c) At the time the development permit is issued, the necessary park, recreation or open space facilities are guaranteed in an enforceable development agreement, pursuant to Section 163.322~~70~~, F.S., or ~~an agreement or~~ development permit issued pursuant to Chapter 380, F.S., to be in place or under actual construction at the time of the issuance of a Certificate of Occupancy or its functional equivalent. [Section 163.3180(2)~~(b)~~, F.S.]

**H.1.3.14** At the time of issuance of a development permit, there shall be in place an enforceable development agreement that ensures, prior to the issuance of a Certificate of Occupancy or its functional equivalent, the necessary facilities and services for sanitary sewer will be available according to the Level of Service Standards established in Table H-2.

**Table H-~~21~~: Level of Service Standards for Sanitary Sewer**

TYPE OF SERVICE	LEVEL OF SERVICE
Sanitary Sewer Facilities - Residential	Average Sewage Generation Rate 100 gallons per capita per day
<u>Sanitary Sewer Facilities - Commercial</u>	Minimum service shall be consistent with table 1 for system design estimated sewage flows in Chapter 64E-6 F.A.C.

**H.1.3.16** At the time of issuance of a development permit, there shall be in place an enforceable development agreement that ensures, prior to issuance of a Certificate of Occupancy or its functional equivalent, the necessary facilities and services for solid waste and potable water will be available according to the Level of Service Standards established in Table H-3.

**Table H-~~32~~: Level of Service Standards for Solid Waste and Potable Water**

TYPE OF SERVICE	LEVEL OF SERVICE
Solid Waste Facilities	Average Solid Waste Generation Rate; 7.1 pounds per capita per day
Potable Water Facilities - Residential	Average Water Consumption Rate 100 gallons per capita per day
<u>Potable Water Facilities - Commercial</u>	Minimum service shall be consistent with Chapter, 64E-6 F.A.C.

**H.1.3.17** At the time of issuance of a development permit, there shall be in place an enforceable development agreement that ensures, prior to issuance of a Certificate of Occupancy or its functional equivalent, that the necessary facilities and services for drainage and stormwater treatment, the protection of natural hydrologic functions, particularly tidal marsh systems, will be in place. ~~Further, any facilities deemed to be constrained shall be required to maintain LOS and travel speed. Additionally, Backlogged Facilities shall be required to maintain and improve existing LOS and travel speed.~~

**Table H-~~43~~: Level of Service Standards for Drainage**

TYPE OF SERVICE	LEVEL OF SERVICE
-----------------	------------------

Surface Water Quality	Applicable local and State regulations shall pertain to maintaining water quality, natural hydroperiods and flows. Ambient water quality standards will be met in the planning and development activities. Minimum criteria for surface water quality shall meet the standards of F.A.C. 62-302 and the St. Johns River Water Management District Environmental Resource Permitting (ERP) rules.
Wetland Stormwater Discharge	Permits for Wetland stormwater discharge shall meet F.A.C., St. Johns River Water Management District Environmental Resource Permitting (ERP) rules, and/or US Army Corps of Engineers.
Stormwater Discharge Facilities	Permits for construction of new stormwater discharge facilities shall meet St. Johns River Water Management District Environmental Resource Permitting (ERP) rules.
Minor Conveyances	5-year frequency, 24-hour duration storm.
Major Outfalls and Conveyances	10-year frequency, 24-hour duration; LOS goal for existing or historical and, IDF curve Zone 5, and 25-year frequency 24-hour storm duration for new development.
<b>Level of Service:</b> Shall at a minimum meet the St. Johns River Water Management District Environmental Resource Permitting (ERP) rules and all new development and significant redevelopment, excluding residential lots less than 0.25 acres, shall provide treatment and attenuation for both flow and volume.	

**H.1.3.18** The City shall manage land use and zoning regulation changes, development approvals, and transportation infrastructure improvements to ensure that State facilities can operate at the minimum Level of Service Standards provided in Table H-5. Further, Any facilities deemed to be constrained shall be required to maintain LOS and travel speed. Additionally, Backlogged Facilities shall be required to maintain and improve existing LOS and travel speed.

**Table H-54: Minimum Level of Service Standards for Transportation State Roads**

<u>Street</u>	<u>Roadway Classification</u>	<u>Level of Service</u>
<u>Third Street (A1A)</u>	<u>Principal Arterial</u>	LOS D
<u>Atlantic Boulevard</u>	<u>Principal Arterial</u>	LOS D

~~H.1.3 Facility/Service Area Traffic Freeways Level of Service Standard~~  
~~Level of Service D~~  
~~Constrained Facilities (if applicable) Principal Arterials Minor Arterials Collector Streets Local Streets~~  
~~Freeways Principal Arterials Minor Arterials~~  
~~Collector Streets~~  
~~Local Streets Level of Service D~~  
~~Level of Service D~~  
~~Level of Service D~~  
~~Level of Service D~~  
~~Maintain existing LOS and travel speed~~  
~~Maintain existing LOS and travel speed~~  
~~Maintain existing LOS and travel speed~~

Maintain existing LOS and travel speed

Maintain existing LOS and travel speed

**Backlogged Facilities (if applicable)** Freeways

Principal Arterials

Minor Arterials

Collector Streets

Local Streets

**H.1.3.41**~~H.1.3.19~~ A development permit may be issued if determined to be appropriate by the City, subject to the condition that the necessary transportation facilities are scheduled to be in place or under actual construction not more than three (3) years after issuance of a Certificate of Occupancy or its functional equivalent as provided in the adopted local government five-year Schedule of Capital Improvements. The Schedule of Capital Improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five-year work program.

**H.1.3.42**~~H.1.3.20~~ An estimated date of commencement of actual construction and the estimated date of project completion for transportation improvements necessary to satisfy concurrency shall be included in the Capital Improvements Program for the City.

**H.1.3.43**~~H.1.3.21~~ A Comprehensive Plan amendment is required to eliminate, defer, or delay construction of transportation improvements which are needed to maintain the adopted Transportation Level of Service standard, and the schedule must include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7) which are listed in the five (5) year Schedule of Capital Improvements [Section 163.3177.3.(b)1, F.S.], unless:

(a) At the time a development permit is issued, the necessary transportation facilities are contained within a binding executed agreement that mandates the necessary transportation facilities will be in place or under actual construction within three (3) years after the issuance of a Certificate of Occupancy or its functional equivalent; or

(b) At the time a development permit is issued pursuant to Chapter 380, F.S., the necessary transportation facilities are guaranteed ~~through~~ an enforceable development agreement.

~~(b)(c)~~ Prior to the issuance of any, pursuant to Section 163.3220, F.S., or an agreement or development permit issued pursuant to Chapter 380, F.S., the necessary transportation facilities are required to either be in place or under actual construction within three (3) years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]

**H.1.3.44**~~H.1.3.22~~ At the discretion of tThe City, developments shall may satisfy concurrency requirements by entering into a development agreement to pay for or construct a proportionate share of one or more mobility improvements that will benefit a regionally significant transportation facility. Specific requirements would be implemented through incorporate into its Land Development Regulations a pProportionate fFair sShare pProgram in the land development regulations, which



~~shall comply with all revisions to Chapter 163.3108(5), Florida Statutes for transportation concurrency.~~

~~H.1.3.45~~H.1.3.23 The City shall maintain records on *de minimis* impacts for transportation concurrency to ensure that traffic volume remains under the 110% criteria pursuant to requirements of the Department of Community Affairs, and this documentation shall be provided to DCA annually.

H.1.3.24 The City shall establish and implement a process for assessing, receiving, and requiring that applying a fair share of the cost of providing transportation facilities necessary to serve a proposed new development are in place prior to or as a result of the proposed development.

H.1.3.25 Transportation facilities or improvements necessary to maintain adopted LOS standards shall be included in a financially feasible five (5) year Schedule of Capital Improvements that shall be adopted.

~~H.1.3.46~~H.1.3.26 ~~pursuant to Rule 9J 5.016, F.A.C.~~ Any ~~fair share~~ assessment shall have a reasonable relationship to the transportation impact that is projected to be generated by the proposed new development.

## Objective H.1.4

### Funding for Capital Improvements

The City shall manage its fiscal resources and establish through revisions to its Land Development Regulations, as required by section 163.3202, F.S. equitable facility cost allocation and concurrency requirements in a manner that ensures the City's capability to meet future capital improvement needs, which are associated with continued development and redevelopment of the City.

## Policies

**H.1.4.1** The City's annual adopted budget, which identifies General Fund and other revenue sources and all fund expenditures, and all governmental debt obligations, (as set forth within the Debt Service Fund) is hereby identified as supporting data and analysis for this Capital Improvements Element. The annual budget shall continue to contain a Capital Improvement Program with a Schedule of Capital Improvements, adequate to, at a minimum, maintain the adopted Levels of Service as set forth within this Plan element.

**H.1.4.2** The City's annual budgeting process shall reflect immediate as well as long-term implications of capital project expenditures in terms of trends and projections in the City's fiscal condition, expressed public attitudes, Comprehensive Plan provisions, and consistency with the plans of regional service agencies, the St. Johns River Water Management District, and other entities with whom coordination of facility planning is appropriate. Criteria for evaluating capital project expenditures shall include:

- (a) the urgency of need based upon health, safety, and welfare considerations of the general public;
- (b) the orderly scheduling to maximize funding availability; and
- (c) opportunities for coordinating expenditures so as to improve efficiency and effectiveness of public services.

**H.1.4.3** The annual budget process shall include a review of two years of actual history, an estimate for the current year and the proposed year, and, then the final approved budget for the following fiscal year. The adopted capital expenditures budget shall be segregated both by program area and by revenue fund type and shall identify existing and projected revenue sources and funding mechanisms.

**H.1.4.4** The annual adopted budget shall continue to include a yearly Schedule of Capital Outlay and also a Long-Term Financial Plan, which shall be evaluated, reviewed and adjusted during the budgeting process, as may be necessary, to correct existing deficiencies, or to address emergency needs.

# I. Public Schoolss Element



# Public Schools ~~Facilities~~ Element

## GOALS, OBJECTIVES, AND POLICIES

All public schools' coordination within the City of Neptune Beach shall be in accordance with the following Goals, Objectives, and Policies:

### Goal I.1

The City shall collaborate and coordinate with the Duval County Public Schools (DCPS), the City of Jacksonville and the other Duval County municipalities to ensure that the public school system offers a ~~high-quality~~ high-quality educational environment, provides accessibility for all its students, and ensures adequate school capacity to accommodate existing and future population.

### Objective I.1.1

#### Coordination Review Procedure for Public Schools and Consistency

The City shall establish coordination review procedures to ensure consistency of its Comprehensive Plan with the plans of the DCPS, the City of Jacksonville, and the other municipalities.

### Policies

~~I.1.1.1~~ It is the intent of this element that the policies included herein shall be applied to the City, unless specifically noted or where clearly not applicable to the City of Neptune Beach.

~~I.1.1.2~~ I.1.1.1 Staff shall meet in joint workshop sessions with staff from DCPS, the City of Jacksonville, and the other municipalities on an as needed basis, but at a minimum of twice per year, to provide opportunities to discuss issues of mutual concern.

~~I.1.1.3~~ I.1.1.2 Jacksonville and the other municipalities shall meet on an annual basis in a joint workshop or meeting session to discuss issues regarding coordination of land use and school facilities planning; ~~including~~ population and student growth, development trends, school sitings, school needs, school concurrency, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support and ensure safe student access.

~~I.1.1.4~~ I.1.1.3 The City shall coordinate and base its plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment which are consistent with those of the DCPS, the City of Jacksonville, and the other municipalities. The Interlocal Agreement shall establish the methodology to be used to determine school enrollment projections ~~to be used in preparing the DCPS Five-Year Capital Plan~~, and the methodology to be used to determine school enrollment and capacity to be used in concurrency testing. The school enrollment projections will be used to prepare the DCPS Five-Year Capital Plan. At a minimum, the methodology shall include consideration of ~~both~~ students ~~anticipated~~ from projected new housing stock and ~~enrollment projected to occur~~ from existing housing stock, and establishes that each of these components of projected student enrollment will be set out for each Concurrency Service Area by type of school, or a functional equivalent. To ensure that the City's Capital Improvement Plan and the Concurrency Management System are financially feasible, the City of Jacksonville shall confirm that the student enrollment projections from new housing stock in each Concurrency Service Area

are consistent with the population projections for that Concurrency Service Area. The City will annually revise its Five-year population projections, ~~and~~ update the information, and provide those revised projections and information to the DCPS, the City of Jacksonville, and the other municipalities in order ~~that for the~~ DCPS to annually update its school enrollment projections.

~~I.1.1.5~~I.1.1.4 At the time of adoption of the Public School Facilities Element (PSFE), the City shall coordinate and share data with the DCPS, including an inventory of reserved capacity that existed prior to the effective date of the City's School Concurrency Ordinance, approval and a projection of the number of these residential units that are anticipated to receive certification of occupancy approval in the next five years, and the identification of any development orders issued which contained a requirement for the provision of a school site as a condition of the development approval.

~~I.1.1.6~~I.1.1.5 On an ongoing basis, the City will provide the DCPS with data, including information regarding the type, number, and location of residential units which have received zoning approval, site plan approval, a building permit, or a Certificate of Occupancy, and a draft Capital Improvements Plan (GIP) with the final version of the GIP to be submitted by the City to the DCPS after official adoption. Information regarding the conversion or redevelopment of housing or other structures into residential units that are ~~likely projected~~ to generate new students shall be provided.

~~I.1.1.7~~I.1.1.6 By December of each year, the City shall consider for adoption the DCPS Five- Year Capital Facilities Plan to the extent that it relates to school capacity to ensure maintenance of a financially feasible capital improvements program and to ensure that the level of service standards will be achieved and maintained by the end of the 5-year planning period. If the City determines that the DCPS Five-Year Capital Facilities Plan is not financially feasible, then the City shall notify the DCPS that the Five-Year Capital Facilities Plan is not financially feasible, and request that the DCPS modify the Five-Year Capital Facilities Plan to make it financially feasible.

## Goal I.2

### ~~PUBLIC SCHOOL FACILITY SITING AND DEVELOPMENT COORDINATION~~

It is the goal of the City to maintain and enhance joint planning processes and procedures for coordination with the DCPS, the City of Jacksonville, and the other municipalities of public education facilities for planning and decision-making regarding population projections, public school siting, and the development of public education facilities concurrent with the residential development and other services.

## Objective I.2.1

### Public School Facility and Availability

The City shall ~~continue to monitor updates to the Interlocal Agreement and to the existing Concurrency policies to best communicate and plan for the~~ coordinate with DCPS, the City of Jacksonville and the other municipalities ~~to establish a process of coordination and collaboration between the Cities and the DCPS in the planning,~~ siting and construction of educational facilities, so that the timing is proper, and that the site location is compatible with the surrounding area, concurrent with necessary service and infrastructure, and consistent with the City's Comprehensive Plan.



## Policies

- I.2.1.1 The City will coordinate with the DCPS to assure that proposed public school facility sites are consistent with the applicable land use categories and the policies of the applicable Comprehensive Plan. Pursuant to Florida Statutes, ~~each each c~~City will consider each site, within its boundaries, ~~as~~ it relates to environmental, health, safety, and welfare concerns, as well as the effects on adjacent property.
- I.2.1.2 The City will coordinate with the DCPS for the selection of future school sites ~~in as to~~ aspects related to:
- (a) Acquisition of school sites which (i) will allow for future expansions~~s~~ to accommodate future enrollment, in accordance with the adopted ~~level of service (LOS) standards and other facility needs;~~ (ii) will coordinate with the City's ~~development and redevelopment objectives;~~ ~~and~~ (iii) are deemed beneficial for joint uses, as identified by the DCPS and the City, to the extent feasible; ~~and~~
  - (b) Coordination of the location, the phasing, and the development of future school sites to ensure that site development occurs in conjunction with the provision of required infrastructure to serve the school facility.
- I.2.1.3 The City shall coordinate with the DCPS in the school site selection process in order to encourage the location of new schools within areas designated for development on the Future Land Use Map.
- I.2.1.4 At the request of the DCPS, the City will assist the DCPS and the JPC in reviewing and recommending potential sites for new schools and significant school expansion projects, proposing school closures, proposed school closures, and significant school expansion projects, and making recommendations to the Superintendent.
- I.2.1.5 The City shall coordinate with the DCPS to establish a procedure for timely review of development for new public school facilities.
- I.2.1.6 Public schools shall be located ~~so as to~~ provide direct access to collector or arterial roadway system, where feasible.
- I.2.1.7 The City shall coordinate with the DCPS to evaluate and ~~seek~~ to locate potential sites where the co-location of public facilities, such as parks, libraries, and community centers, with schools can be accomplished.
- I.2.1.8 Schools are an allowable land use in all future land use categories, except for conservation, and are subject to the following criteria:
- (a) In the planning, land acquisition, and development of ~~new school sites~~ ~~or~~ significant renovations, expansions, and potential closures of existing schools, the City will evaluate the following factors:
    - 1) Whether the area contains or will contain a student population density sufficient to support the school;
    - 2) Whether a school in that location would be consistent with sound facility planning, including consideration of overall costs and design;

- 3) Whether the school site is of sufficient size to accommodate the required parking and circulation of vehicles;
- 4) Whether anticipated unacceptable impacts to the environment and significant environmental constraints would preclude a school on the site;
- 5) Whether development of the school would result in unacceptable impacts on archeological or historic sites listed in the National Register of Historic Places or designated by the City as locally significant;
- 6) Whether the location of the site is located within the area of a velocity flood zone or a floodway, as delineated on pertinent maps identified or referenced in the City's Comprehensive Plan or Land Development Regulations;
- 7) Whether or not the proposed location lies within an area regulated by Section 333.~~030(a)(3.)~~ F.S., regarding the construction of public facilities in the vicinity of an airport;
- 8) As to elementary school sites, whether the site is proximate to and within walking distance of the residential neighborhoods it is intended to serve, thereby encouraging the use of elementary schools as focal points for neighborhoods.
- 9) As to middle and high school sites, whether the site is conveniently located to the residential neighborhoods it is intended to serve, and has access to major roads;
- 10) Whether the new school's site, significant renovation, expansion, or potential closure will support community redevelopment and revitalization;
- 11) Whether the new school site, significant renovation, expansion, or potential closure will increase or diminish the current- and projected level of service within the concurrency service area, and contiguous concurrency service areas.

(b) The facility shall be of a design, intensity, and scale to serve the surrounding neighborhood and be compatible with the surrounding land uses and zoning.

**I.2.1.9** The City shall protect schools from the intrusion of incompatible land uses as determined by the City's Land Development Regulations, by providing the DCPS the opportunity to participate in the review process for all proposed developments adjacent to schools.

**I.2.1.10** The City shall coordinate with the DCPS to ensure that ~~the~~ future school facilities are located outside areas susceptible to hurricane and/or storm damage, and/or areas prone to flooding, or as consistent with Chapter 1013.37 F.S. regarding flood plain and school building requirements.

**I.2.1.11** The emergency management officials of the City shall coordinate with the DCPS facilities staff to identify schools, both existing and proposed, which can serve as emergency shelter sites, as well as identify and make available to the DCPS any grants or other monies for use in preparing a structure as an emergency shelter site.

**I.2.1.12** The DCPS and the Cities will jointly determine the need, responsibility for providing, and timing of any on or off-site infrastructure improvements necessary to support a new school located in the City. To the extent that the proposed renovation or expansion of an existing school located in the City effects on or offsite infrastructure improvements, the same determination shall be made for the proposed renovation or expansion.

## Objective I.2.2

### Enhance Community/School Design

The City shall coordinate with the DCPS to enhance community and neighborhood design through establishing effective school facility design and siting standards thereby encouraging the siting of school facilities to serve as community focal points and to be compatible with surrounding land uses.

## Policies

- 1.2.2.1** The City shall coordinate with the DCPS in order to provide consistency with the City's Comprehensive Plan and public schools facilities program, and to provide for the following desirable outcomes:
- (a) Greater efficiency ~~by~~in the placement of schools to take advantage of the existing and planned roads, water, sewer, parks, and drainage systems;
  - (b) Improved student access and safety by coordinating the construction of new and expanded schools with roads, and sidewalk construction programs;
  - (c) The location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities; ~~and~~
  - (d) The expansion and rehabilitation of existing schools to support neighborhoods and redevelopment.
  - (e) The City shall coordinate any updates to its future land use map with the DCPS and the DCPS shall coordinate any updates to the long-range public school facilities map with the City.
- 1.2.2.2** The City shall coordinate with the DCPS to seek to provide for the shared-use and co-location of school sites and local government facilities with similar facility needs, such as libraries, parks, and recreation facilities, and health care facilities. The City will look for opportunities to co-locate and share local government facilities when preparing updates to the Comprehensive Plan's schedule of capital improvements and when planning and designing new or renovating existing, community facilities.
- 1.2.2.3** Where continued use of an existing school which is considered ~~a~~ locally significant building is not feasible, the City shall seek to coordinate with the DCPS to provide for the adaptive reuse of that locally significant building.
- 1.2.2.4** New residential developments adjacent to schools which do not prohibit school aged residents shall be required to provide a direct access that is safe for pedestrian travel to existing and planned school ~~sites, and~~sites and shall connect to the neighborhood's existing pedestrian network.
- 1.2.2.5** The City shall coordinate with the DCPS to find opportunities to collaborate on public transit and public school bus routes to better serve citizens and students.
- 1.2.2.6** Public schools shall be located ~~so as to~~o provide direct access to collector or arterial roadway systems, where feasible.
- 1.2.2.7** The City shall encourage the DCPS to use sustainable design and performance standards, such as using energy efficient and recycled materials, to reduce lifetime costs, where feasible.

## Objective 1.2.3

### Coordinate Land Use with School Capacity

The City will coordinate proposed changes to future land use, rezoning, and developments of regional impact for residential development with adequate school capacity. This objective will be accomplished recognizing the DCPS's statutory and constitutional responsibility to provide a uniform system of free and adequate schools.

#### **Policies**

The City will provide a copy, or otherwise make available electronically, to the DCPS, copies of all land use applications, and development and redevelopment proposals pending before them that may affect student enrollment, enrollment projections, or school facilities, as provided in the amended Inter-local Agreement.

The City will coordinate with the DCPS to establish plan review procedures to manage the timing of Future Land Use Map amendments and other land use decisions so that these decisions coordinate with adequate school capacity. City will take into consideration the DCPS comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendments, and other land use decisions as provided in Section 163.3177(6)(a), F.S. ~~and development of regional impacts as provided in 1380.06, F.S.~~

## GOAL I.3

### IMPLEMENT PUBLIC SCHOOL CONCURRENCY

The City shall ensure the future availability of public school facilities to serve development consistent with the adopted level of service standards. This goal will be accomplished recognizing the DCPS's statutory and constitutional responsibility to provide uniform system of free and adequate public schools, and the Cities' authority for land use control and management, and their joint responsibility to maintain the adopted level of service standards.

### Objective I.3.1

#### **Adopted Level of Service (LOS) Standards for Public Schools**

Through the implementation of its concurrency management systems and in coordination with the DCPS, the City shall ensure that the capacity of schools is sufficient to support new residential developments at the adopted level of service (LOS) standards within the period covered in the five-year schedule of capital improvements and the long-range planning period. These standards shall be consistent with the Interlocal Agreement agreed upon by the DCPS, the City of Jacksonville, and the other municipalities. Minor deviations to the LOS standards may occur, so long as they are limited, temporary, and with scheduled capacity improvements so that school capacity is maximized to the greatest extent feasible.

### Policies

**I.3.1.1** The LOS standards set forth herein shall be applied consistently for the purpose of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development application, and determining the financial feasibility of the DCPS's Five-Year Capital Facilities Plan and the City's Capital Improvement Plan.

**I.3.1.2** The uniform LOS standards for all public schools including magnets and instructional facility types, shall be 105% of the permanent Florida Inventory of School House (FISH) capacity, plus portables, based on the utilization rate as established by the State Requirements for Educational Facilities (SREF), as follows:-

- (a) The designated middle schools in CSA 5 shall be identified as backlogged facilities and an interim level of standard within CSA 5 shall be 115% until January 1, 2018, after which the uniform LOS standard shall apply.

~~(e)~~(b) The implementation of long-term concurrency management shall be monitored to evaluate the effectiveness of the implemented improvements and strategies toward improving the level of service standards for middle schools in CSA 5 over the 10-year period.

~~(d)~~(c) The City shall adopt the DCPS's Long Range Capital Improvements Plan as the 10-year long-term schedule of improvements for the purpose of correcting existing deficiencies and setting priorities for addressing backlogged facilities within CSA 5. The long-term schedule includes capital improvements and revenues sufficient to meet the anticipated demands for back logged facilities within the 10-year period. The long-term schedule improves interim level of service standards for backlogged facilities and ensures uniform LOS, as established in policy above, is achieved by 2018. The long-term schedule will be updated by December 1st of each year, in conjunction with the annual update to the DCPS's Five- Year Capital Facilities Plan and the Cities' Capital Improvements Elements.

~~(e)~~(d) \_\_\_\_\_ The City's strategy, in coordination with the DCPS, for correcting existing deficiencies and addressing future needs includes:

1. Implementation of a financially feasible Five-Year Capital Facilities Plan to ensure level of service standards are achieved and maintained;
2. Implementation of interim level of service standards within designated concurrency service areas with identified backlogged facilities in conjunction with a long-term (10-year) schedule of improvements to correct deficiencies and improve level of service standards to the district-wide standards;
3. Identification of adequate sites for funded and planned schools; and
4. The expansion of revenues for school construction.

**I.3.1.3** The uniform LOS standards may only be amended by agreement of the City of Jacksonville, the DCPS, and all other municipalities. Such agreement must be reflected in an amendment of the Interlocal Agreement relating to schools. The revised LOS standard shall not become final until the Interlocal Agreement has been amended. No level of service shall be amended without a showing that the proposed LOS is financially feasible. The LOS will be achieved and maintained by the end of the five-year planning period.

## Objective I.3.2

### **School Concurrency Service Areas (CSAs)**

The City' shall coordinate with DCPS to establish Concurrency Service Areas (CSAs), as the areas within which an evaluation is made of whether adequate school capacity is available based on the adopted level of service standards.

## Policies

**I.3.2.1** The City shall enter into an Interlocal Agreement with the DCPS, the City of Jacksonville, and the other municipalities in Duval County to establish CSAs to be used as the basis of school concurrency determinations. The CSAs shall be delineated ~~so as to~~ maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the adopted LOS standards, taking into consideration the following criteria:

- (a) Maximization of school facilities
- (b) Minimize transportation costs
- (c) Limiting student travel time



- (d) Requirements of court-approved desegregation plans
- (e) Achieving socioeconomic, racial, and cultural diversity objectives
- (f) Recognizing capacity commitments resulting from local governments' development approvals for the CSA and contiguous CSAs.

**I.3.2.2** The CSA designations may only be amended by agreement of the City of Jacksonville, the DCPS and all other municipalities, after receiving comments from the Joint Planning Committee and the ILA Team. Such agreement must be reflected in an amendment to the ~~Interlocal Agreement~~ relating to schools. The revised CSA designations shall not become final until the Interlocal Agreement has been amended.

**I.3.2.3** There shall be Concurrency Service Areas established for Duval County for elementary and high schools, and Concurrency Service Areas for middle schools as depicted on the CSA maps attached to the adopted Interlocal Agreement.

## Objective I.3.3

### Process for School Concurrency Implementation

In coordination with the DCPS, the City will establish a process for implementation of school concurrency which includes applicability and capacity determination, ~~and~~-availability standards, and school capacity methods. The City shall manage the timing of new residential development approvals to ensure adequate school capacity is available and consistent with adopted level of service standards for public school concurrency.

Except as provided in policies below, school concurrency applies only to residential uses that generate demands for public school facilities and are proposed or established after the effective date of the School Concurrency Ordinances.

## Policies

**I.3.3.1** The City of Neptune Beach, in consultation with the DCPS and the other municipalities, shall establish a uniform methodology for determining capacity. Capacity will be defined as: a) the number of student stations as established in the permanent FISH, plus portables; and b) Proposed changes to permanent FISH capacity as a result of construction, rehabilitation, or other changes in school capacity which will commence in the first three (3) years of the Five-Year Capital Facilities Plan.

**I.3.3.2** The DCPS will be responsible for "concurrency testing" of any new residential development projects. This process will involve applying the adopted student generation rate to the development project to determine the number of students in each school type and then evaluating whether or not the schools in the appropriate Concurrency Service Area (CSA) or the adjacent concurrency areas have sufficient excess capacity to absorb the new students.

**I.3.3.3** The following residential uses shall be considered exempt from the requirements of school concurrency due to the lack of impact on the school facilities or the accommodations made for schools.

- (g) Age restricted communities.

- (h) Any development with a *de minimus* impact as defined as any residential development of 20 units or less, subject to land development regulation aggregation criteria.

**I.3.3.4**

In evaluating a proposed residential development for concurrency, any relevant improvements which are committed or planned in the Five-Year Capital Facilities Plan and the Capital Improvement Plan, shall be considered available capacity for the project and factored into the level-of-service analysis. Any relevant improvements which will commence construction after the 3rd year of the Five- Year Capital Facilities Plan shall not be considered available capacity for the project unless either: (i) funding and a schedule to accelerate the improvement into the first three years is assured through the DCPS; (ii) funding for the improvements which are scheduled to commence in years four or five is provided through proportionate share mitigation; (iii) the developer and the DCPS agrees to accelerate the construction and the funding of the facility to be moved into first three years; or (iv) some other means. Also, any projected reduction in the number of students enrolled in the CSA or adjacent CSA will be considered as additional available capacity. The City shall not deny an application for site plan, final subdivision approval, or the functional equivalent for a development or phase of a development authorizing residential development for exceeding the adopted level of service, where adequate school facilities will be in place or under construction within three years after the issuance of final subdivision or site plan approval, or the functional equivalent. If the adopted LOS standard cannot be met in the particular CSA as applied to an application for a development permit, and if the needed capacity for the particular service area is available in one or more contiguous CSAs, as adopted by the City, then the City may not deny an application for site plan or final subdivision approval, or the functional equivalent for a development or phase of a development on the basis of school concurrency, and, if issued, development impacts shall be shifted to contiguous CSAs with schools having available capacity.

**I.3.3.5**

The City will approve final development orders for residential projects, only after the applicant has complied with the terms of the School Concurrency Ordinance.

**I.3.3.6**

In any instance where the DCPS, in consultation with the City, has determined that a proposed development will cause level of service standards for schools to be exceeded within the testing period in both the affected School Concurrency Service Area and the adjacent School Concurrency Service areas, then the City shall coordinate with the applicant for the proposed development and the DCPS to determine whether improvements will be in place or under actual construction within three years after issuance of final subdivision or site plan approval, or the functional equivalent, sufficient to provide adequate capacity to meet the adopted level of service. If adequate capacity does not exist, then the City will coordinate with the applicant for the development and the DCPS to determine whether improvements are planned in the Capital Improvement Plan with adequate capacity after the 3rd year of the Capital Facilities Plan. The City will also request that the DCPS determine whether it has the capacity to further maximize school usage in the system to accommodate the anticipated impact without requiring the construction of new school facilities. After all alternatives to providing sufficient capacity to provide for the adopted level of service are considered and determined not to be feasible, the City, the applicant and the DCPS may: (i) enter into a mitigation agreement whereby the applicant will pay for his proportionate share of the impacts; or (ii) some other form of acceptable mitigation will be provided, and upon payment of the proportionate share mitigation, the developer will be allowed to proceed with development. If no mitigation agreement can be reached that is acceptable to all parties, and proportionate

share mitigation is not feasible, then the school capacity deficiency shall be a basis for denial of the application.

- I.3.3.7 The City will issue a School Concurrency Determination only upon:
- (i) Determination that adequate school capacity to serve the development (or anticipated phase of the development which will be constructed in the first three years) will be in place or under actual construction within 3 years after the issuance of the final subdivision or site plan approval, or the functional equivalent; or
  - (j) The execution of a legally binding mitigation agreement between the applicant, the DCPS and the City.
- I.3.3.8 Where a proportionate share agreement is required, capacity shall be reserved as specifically defined by an approved mitigation agreement between DCPS, the developer and the City that includes a performance schedule and phased payments.
- I.3.3.9 The school concurrency system shall provide that concurrency application may be applied for and a concurrency determination made at any time prior to the issuance of a development order.

## Objective I.3.4

### Proportionate Share Mitigation

The City shall establish a procedure for coordinating with the DCPS and applicants to provide for proportionate share mitigation in appropriate circumstances.

## Policies

- I.3.5.1 The City shall establish standards, procedures, and methodologies for the application of proportionate share mitigation.
- I.3.5.2 The City shall establish a procedure and methodology to ~~assure~~ensure that in the event that there is not sufficient capacity in the affected or adjacent -CSA to address the impacts of a proposed residential development and acceptable mitigation is agreed to, the mitigation found acceptable shall be incorporated into the final development order.
- I.3.5.3 The City and the DCPS shall develop a procedure and methodology to determine the proportionate share within the CSAs.
- I.3.5.4 Mitigation shall be allowed where feasible, for those developments that cannot meet the adopted level of service standards set forth in Policy 3.1.2. The applicant shall initiate in writing a mitigation negotiation period with the DCPS ~~in order to~~to establish an acceptable form of mitigation, pursuant to Section 163.3180(~~h13~~d)(e), F.S., the Cities' School Concurrency Ordinances, and this agreement. Mitigation shall be negotiated ~~and~~ agreed to by the DCPS and shall be sufficient to offset the demand for public school facilities projected to be required by the development. Acceptable forms of mitigation shall include but not be limited to:
- (a) The donation, construction, or funding of school facilities sufficient to offset the demand for public schools created by the proposed development such as: a developer signs a development agreement and builds a new or improves an existing school or schools to specifications and under a business arrangement satisfactory to the DCPS and the city.

Improvements to existing schools will only be acceptable if they add permanent student station and associated core space capacity, if needed.

- (b) Land acquisition or contribution such as: a developer signs a development agreement or is subject to a conditional zoning requiring donation of land satisfactory to the DCPS and the city. Land must be demonstrated to contain the minimum number of buildable acres determined by the DCPS and the City as ~~required~~ for a particular school type, as Evidenced by a report by a licensed environmental consultant acceptable to the DCPS.
- (c) Expansion of existing permanent school facilities subject to the expansion being consistent with DCPS standards for a school of the same category;
- (d) Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF);
- (e) Mitigation banking within designated areas based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall be sold to developments within the same CSA or adjacent CSA;
- (f) Proportionate Share mitigation as set forth in section 163.3180(~~h13~~)~~1.c.-(e)~~, Florida Statutes.

**I.3.5.5** By December 1st of each year, the City, in coordination with the DCPS, shall update its Capital Improvement Plan to incorporate those changes made by the DCPS in its Capital Facilities Plan and committed improvements required by development orders or other approved mitigation plans. The DCPS may accelerate the provision of one or more schools that serve the development's capacity needs. The DCPS will update the Five-Year Capital Facilities Plan by October of each year in advance of the annual December update.

**I.3.5.6** Proposed mitigation must be directed toward permanent school capacity improvement identified in or amended into the DCPS financially feasible Five-Year Capital Facilities Plan, which satisfies the demands created by the proposed development. Relocatable classrooms will not be accepted as or used as mitigation.

## Objective ~~I~~1.3.5

### **School Capital Facilities Planning**

The City shall cooperate with the DCPS to ensure existing deficiencies and future needs are addressed with the adopted level of service standards for public schools.

## Policies

**I.3.5.1** The City shall implement its school concurrency management system established pursuant to Policies contained in Objective ~~1~~1.3.2 through ~~1~~1.3.4.

**I.3.5.2** Consistent with Section 163.3177-(~~312~~)-(a), Florida Statutes, the PSFE shall include future condition maps showing existing and anticipated schools over the five-year or long-term planning period. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land.