

# AGENDA Regular City Council Meeting Monday, October 3, 2022, 6:00 PM Council Chambers, 116 First Street, Neptune Beach, Florida

- 1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
- 2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
- 3. APPROVAL OF MINUTES -Deferred
- 4. <u>COMMENTS FROM THE PUBLIC</u>
- 5. COMMUNICATION / CORRESPONDENCE / REPORTS
  - Mayor
- City Attorney
- City Council
- City Clerk
- City Manager
- Police Chief
- 6. CONSENT AGENDA / NONE
- 7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
- 8. ORDINANCES / NONE
- 9. OLD BUSINESS / NONE
- 10. <u>NEW BUSINESS</u>
  - A. Consideration of Approval of Memorandum of Understanding Between Local 630 Union and City of Neptune Beach
  - B. Proposed Cost-Share Agreement Between the CONB and the SJRWMD for Phase 1 WWTF Upgrades
  - C. <u>Resolution No. 2022-07</u>, A Resolution of the City of Neptune Beach, Florida, Adopting a Schedule of Fees to be Instituted for Various City Services; Providing for Severability and Providing an Effective Date.
- 11. COUNCIL COMMENTS
- 12. ADJOURN



# Agenda Item #10A MOU Local 630 Agreement

## CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	10A-Memorandum of Agreement-Local 640/City of Neptune Beach
SUBMITTED BY:	City Manager Stefen Wynn
DATE:	September 29, 2022
BACKGROUND:	This Memorandum of Agreement is created in order to provide the modifications to the agreement between the Union and the Public Employer effective October 1, 2022 through September 30, 2023.  The changes include the 9% salary increase approved in the FY2023 Budget and removes the Special License incentive.
BUDGET:	
RECOMMENDATION:	Consider Approval of the Memorandum of Agreement to the Local 630 Agreement
ATTACHMENT:	Memorandum of Agreement

#### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is entered into as of October 1, 2022 (the "Effective Date") by and among between Northeast Florida Public Employee's Local 630 ("Union"), and the City of Neptune Beach ("Public Employer") in order to provide the modifications to that certain Agreement between the Union and the Public Employer effective October 1, 2022 through September 30, 2023 (the "Bargaining Agreement"). Capitalized terms used within this Memorandum without definition have the meanings given thereto in the Bargaining Agreement.

#### RECITALS

- A. The Union and Public Employer are parties to the Bargaining Agreement for purposes of assuring a sound and mutually beneficial working and economic relationship between the parties, to provide an orderly and peaceful means of resolving any misunderstandings which may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours of employment, and other terms and conditions of employment.
- B. The Union and Public Employer desire to make certain modifications to the Bargaining Agreement effective on the Effective Date.

**NOW THEREFORE,** in consideration of the mutual promises contained in this Memorandum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the intention to be legally bound, agree as follows:

- 1. The background is incorporated.
- 2. Article 14 and Appendix A of the Bargaining Agreement shall be modified as provided on the attached **Exhibit "A"** effective October 1, 2022.
- 3. This Memorandum shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary in the Bargaining Agreement. Except as specifically modified by this Memorandum, all the provisions of the Bargaining Agreement remain unmodified and in full force and effect and is hereby ratified and reaffirmed by the parties. Any and all references in the Bargaining Agreement to "this Agreement" or "this Bargaining Agreement" shall constituted references to the Bargaining Agreement as amended by this Memorandum. Unless defined herein, capitalized terms shall have the same meaning as in the Bargaining Agreement.
- 4. This Memorandum may not be amended or discharged except by an instrument in writing duly executed by all of the parties to this Memorandum.
- 5. This Memorandum may be executed in several counterparts with the same effect as if all the parties to hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. The delivery of an executed counterpart by facsimile or other means of electronic transmission (such as the delivery of a "pdf" copy by e-mail delivery) shall constitute the delivery of an originally executed counterpart.

<b>IN WITNESS WHEREOF</b> , the Public Employer and Union have executed this Memorandum as of the Effective Date.
UNION:
RONNIE BURRIS LOCAL 630/LIUNA PRESIDENT
PUBLIC EMPLOYER:
STEFEN WYNN CITY MANAGER
APPROVED BY CITY COUNCIL OCTOBER 3 <sup>RD</sup> , 2022
ELAINE BROWN MAYOR

#### "Exhibit A"

#### ARTICLE 14-WAGES

- Effective **October 1, 20202**, all employees covered by this Agreement shall have their base hourly rate of pay increased by three (3%) nine (9%) percent; and occurring annually thereafter until September 30, 2023 with no reopening for negotiations of wage increases.
  - (a) All employees shall receive a twenty-five (\$25.00) dollar per month increase after the completion of each five (5) continuous years of employment.
  - (b) Additional State licenses obtained by Water and/or Wastewater treatment plant operators will be recognized by an increase in the salary of each employee that produces sufficient evidence of obtaining licensure by \$0.25 per hour per relevant state license. The amount does not compound each year and shall only remain for as long as a license is valid or active. The limit for any single employee is two (2) additional licenses.
  - (c) Employees are eligible to receive a \$0.25 per hour increase in salary for the completion of duty specific certification or license that is above the criteria required within that employees job description. The amount does not compound each year and shall remain for as long as the license or certification is valid and active. The limit for any single employee is two (2) licenses or certifications.

# Appendix A - Neptune Beach Pay Plan 10/1/2020 - 9/30/2023

<del>Laborer I</del>	101	21,840.00	27,300.00	42,042.00	10.50	13.13	<del>-20.22</del>
Stormwater	101	21,040.00	27,300.00	<del>42,042.00</del>	10.50	13.13	-20.22
<del>Laborer I</del>	<del>101</del>	<del>21,840.00</del>	<del>27,300.00</del>	<del>42.042.00</del>	<del>10.50</del>	<del>13.13</del>	<del>20.22</del>
Utility Laborer I	101			,	10.50 10.50	13.13	20.22
•		21,840.00	<del>27,300.00</del>	42,042.00			
<del>Cashier I</del>	<del>102</del>	22,932.00	<del>28,665.00</del>	44,144.10	<del>11.03</del>	<del>13.78</del>	<del>21.22</del>
Inventory Clerk	<del>102</del>	<del>22,932.00</del>	<del>28,665.00</del>	44,144.10	<del>11.03</del>	<del>13.78</del>	<del>-21.22</del>
<del>Laborer II</del>	<del>103</del>	<del>24,078.60</del>	30,098.25	<del>-46,351.31</del>	<del>11.58</del>	<del>14.47</del>	<del>22.29</del>
Stormwater				4			
<del>Laborer II</del>	<del>103</del>	24,078.60	30,098.25	46,351.31	<del>11.58</del>	<del>14.47</del>	<del>22.29</del>
Utility Laborer II	<del>103</del>	<del>24,078.60</del>	<del>30,098.25</del>	4 <del>6,351.31</del>	<del>11.58</del>	<del>14.47</del>	<del>22.29</del>
Wastewater							
Treatment Trainee	<del>103</del>	<del>24,078.60</del>	<del>30,098.25</del>	<del>46,351.31</del>	<del>11.58</del>	<del>14.47</del>	<del>22.29</del>
Cashier II	<del>104</del>	25,282.53	<del>31,603.16</del>	48,668.88	<del>12.16</del>	<del>15.19</del>	<del>23.40</del>
Backflow							
Prevention	<del>105</del>	<del>26,546.66</del>	<del>33,183.32</del>	<del>51,102.32</del>	<del>12.76</del>	<del>15.95</del>	<del>24.57</del>
Carpenter	<del>105</del>	<del>26,546.66</del>	33,183.32	<del>51,102.32</del>	<del>12.76</del>	<del>15.95</del>	<del>24.57</del>
Meter Reader	<del>105</del>	<del>26,546.66</del>	33,183.32	<del>51,102.32</del>	<del>12.76</del>	<del>15.95</del>	<del>24.57</del>
Stormwater		20,0 :0:00	33,133.31	01,101.01	22.70	10.50	
<del>Operator</del>	<del>107</del>	29,267.69	<del>36,584.61</del>	<del>56,340.31</del>	<del>14.07</del>	<del>17.59</del>	<del>27.08</del>
Admin. Assistant to							
Building Official	108	30,731.07	38,413.84	<del>59,157.32</del>	<del>14.77</del>	<del>18.47</del>	<del>28.45</del>
Administrative				•			
<del>Assistant</del>	<del>108</del>	<del>30,731.07</del>	<del>38,413.84</del>	<del>59,157.32</del>	<del>14.77</del>	<del>18.47</del>	<del>28.45</del>
Mechanic	<del>109</del>	32,267.63	40,334.53	62,115.18	<del>15.51</del>	<del>19.39</del>	<del>29.86</del>
Lift Station		,	,	,			
Mechanic	<del>109</del>	<del>32,267.63</del>	40,334.53	<del>62,115.18</del>	<del>15.51</del>	<del>19.39</del>	<del>29.86</del>
Pump Mechanic	<del>109</del>	32,267.63	40,334.53	62,115.18	<del>15.51</del>	19.39	<del>29.86</del>
Water/Wastewater		02,201100	,				
<del>Operator</del>	<del>109</del>	<del>32,267.63</del>	40,334.53	<del>62,115.18</del>	<del>15.51</del>	<del>19.39</del>	<del>29.86</del>
Utility Billing			,	•			
Supervisor/IS							
Admin	<del>112</del>	<del>37,107.77</del>	46,384.71	<del>71,432.46</del>	<del>17.84</del>	<del>22.30</del>	<del>34.34</del>
Code Enforcement							
Admin.	<del>112</del>	<del>37,107.77</del>	<del>46,384.71</del>	<del>71,432.46</del>	<del>17.84</del>	<del>22.30</del>	<del>31.34.34</del>
Maintenance			46,				
<del>Technician</del>	<del>112</del>	<del>37, 107.77</del>	<del>384.71</del>	<del>71,432.46</del>	<del>17.84</del>	<del>22.30</del>	<del>34.34</del>
Lead Operator	<del>113</del>	40,818.55	51,023.19	78,575.70	<del>19.62</del>	24.53	<del>37.77</del>
Parks & Streets							
Supervisor	<del>113</del>	40,818.55	<del>51,023.19</del>	<del>78,575.70</del>	<del>19.62</del>	<del>24.53</del>	<del>37.77</del>
Supervisor							
Distribution &							
Collection	<del>113</del>	40,818.55	<del>51,023.19</del>	<del>78,575.70</del>	<del>19.62</del>	<del>24.53</del>	<del>37.77</del>
Plants Division							
Supervisor	<del>114</del>	44,900.40	<del>56,125.50</del>	<del>78,575.70</del>	<del>21.59</del>	<del>26.98</del>	<del>37.78</del>
Maintenance							
Supervisor	<del>115</del>	44,900.40	<del>56,125.50</del>	<del>78,575.70</del>	<del>21.59</del>	<del>26.98</del>	<del>37.77</del>

# Appendix A – Neptune Beach Pay Plan 10/1/2022

<u>Laborer I</u>	23,805.60	29,757.00	45,825.78	<u>11.45</u>	<u>14.31</u>	22.04
Stormwater Laborer I	23,805.60	29,757.00	45,825.78	11.45	14.31	22.04
Utility Laborer I	23,805.60	29,757.00	45,825.78	11.45	14.31	22.04
<u>Cashier I</u>	24,995.88	31,244.85	48,117.07	12.02	<u>15.02</u>	23.13
Inventory Clerk	24,995.88	31,244.85	48,117.07	12.02	<u>15.02</u>	23.13
<u>Laborer II</u>	26,245.67	32,807.09	50,522.93	12.62	<u>15.77</u>	24.30
Stormwater Laborer II	26,245.67	32,807.09	50,522.93	<u>12.62</u>	<u>15.77</u>	<u>24.30</u>
<u>Utility Laborer II</u>	<u>26,245.67</u>	32,807.09	<u>50,522.93</u>	<u>12.62</u>	<u>15.77</u>	<u>24.30</u>
Wastewater Treatment Trainee	26,245.67	32,807.09	50,522.93	<u>1</u> 2.62	<u>15.77</u>	<u>24.30</u>
<u>Cashier II</u>	27,557.96	34,447.44	53,049.08	<u>13.25</u>	<u>16.56</u>	<u>25.51</u>
Backflow Prevention	28,935.86	36,169.82	55,701.53	<u>13.91</u>	<u>17.39</u>	<u>26.78</u>
Carpenter	28,935.86	36,169.82	55,701.53	13.91	<u>17.39</u>	26.78
Meter Reader	28,935.86	36,169.82	<u>55,701.53</u>	<u>13.91</u>	<u>17.39</u>	<u>26.78</u>
Stormwater Operator	31,901.78	39,877.22	61,410.94	<u>15.34</u>	<u>19.17</u>	29.52
Admin. Assistant to Building Official	33,496.87	41,871.09	64,481.48	<u>16.10</u>	20.13	31.01
Administrative Assistant	33,496.87	41,871.09	64,481.48	<u>16.10</u>	20.13	31.01
<u>Mechanic</u>	35,171.72	43,964.64	67,705.55	16.91	21.14	32.55
Lift Station Mechanic	35,171.72	43,964.64	67,705.55	<u>16.91</u>	21.14	32.55
Pump Mechanic	35,171.72	43,964.64	67,705.55	16.91	21.14	32.55
Water/Wastewater Operator	35,171.72	43,964.64	67,705.55	16.91	21.14	32.55
Utility Billing Supervisor/IS Admin	40,447.47	50,559.33	77,861.38	19.45	24.31	37.43
Code Enforcement Admin.	40,447.47	50,559.33	77,861.38	<u>19.45</u>	24.31	37.43
Maintenance Technician	40,447.47	50,559.33	77,861.38	19.45	24.31	37.43
<u>Lead Operator</u>	44,492.22	55,615.28	85,647.51	21.39	26.74	41.17
Parks & Streets Supervisor	44,492.22	55,615.28	85,647.51	21.39	26.74	41.17
Supervisor Distribution &	44.400.05	55 645 65	05.647.56	24.20	26.74	44.4-
Collection	44,492.22	55,615.28	<u>85,647.51</u>	21.39	<u>26.74</u>	41.17
<u>Plants Division Supervisor</u>	48,941.44	61,176.80	<u>85,647.51</u>	23.53	<u>29.41</u>	41.17
Maintenance Supervisor	48,941.44	61,176.80	<u>85,647.51</u>	23.53	<u>29.41</u>	41.17



# Agenda Item #10B Proposed Cost-Share Agreement -SJRWMD

# CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Proposed Cost-Share Agreement Between the CONB and the SJRWMD for Phase 1 WWTF upgrades
SUBMITTED BY:	Jim French, Public Works Director
DATE:	September 21, 2022
BACKGROUND:	The City entered a Consent Order with the FDEP back in August, 2020 for the Wastewater Treatment Facility (WWTF) exceeding its nutrient limits. Staff regularly coordinates with the FDEP on this Consent Order. We identified that Plant 2 (extended air plant) needs to change the treatment process to improve its total nutrient removal to better match that of Plant 1 (IFAS). On December 6, 2021 Council approved a Supplemental Agreement with Dewberry   Hydro to address the needed improvements at Plant 2. This is the first phase of several other needed improvement projects at the WWTF to provide a phased approach to address the improvement needs at the facility.  Staff and Dewberry   Hydro prepared a grant application, and the SJRWMD awarded \$437,500 in grant funding for the initial WWTF project. Acceptance of the grant requires a cost-share agreement between CONB and the SJRWMD. Attached is the cost-share agreement, for your review. Upon completion of the project, the SJRWMD would reimburse CONB twenty-five percent (25%) of the total construction cost, not to exceed the awarded \$437,500. The City shall invoice the SJRWMD quarterly with appropriate documentation. This cost-share agreement will assist the City with the construction expenses of the first phase of the WWTF Project. The Agreement was reviewed by legal and is consistent with City's previous SJRWMD cost-share agreements.
BUDGET:	Staff budgeted \$2,000,000 in the FY 2023 401-4335-535-60-62 fund and plans to budget another \$400,000 in the FY 2024 401-4335-535-60-62 fund the construction of phase 1. Existing encumbrances include \$386,000 in FY 2022 fund 401-4335-535-30-31 for Professional Services.
RECOMMENDATION:	Staff respectfully requests Council's approval in the execution of Cost-Share Agreement No. 38146 between CONB and the SJRWMD.
ATTACHMENT:	Cost Share Agreement No. 38146

# COST-SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CITY OF NEPTUNE BEACH

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF NEPTUNE BEACH ("Recipient"), 116 First Street, Neptune Beach, Florida 32266. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

#### RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2022-2023 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its May 10, 2022 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Neptune Beach Wastewater Treatment Facility Process Upgrade Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

#### 1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2024 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 1, 2024. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2023, the cost-share agreement will be subject to termination and the funds subject to reallocation.
- 2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

#### 4. AMOUNT OF FUNDING

- (a) For satisfactory completion of the Project, the District shall pay Recipient 25% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$437,500. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

(c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.

#### 5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to <a href="mailto:acctpay@sjrwmd.com">acctpay@sjrwmd.com</a> (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 25% of approved cost or the not-to-exceed sum of \$437,500, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) End of District Fiscal Year Reporting. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) Final Invoice. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District

- from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
- 6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all of a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.
- 7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

#### 8. PROJECT MANAGEMENT

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Nitesh Tripathi, Project Manager

St. Johns River Water Management District

4049 Reid Street

Palatka, Florida 32177-2571

Phone: 386-312-2359

Email: ntripathi@sjrwmd.com

**RECIPIENT** 

Jim French, Project Manager City of Neptune Beach

116 First Street

Neptune Beach, Florida 32266

Phone: 904-270-2423 Email: dpw@nbfl.us

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

#### 9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.
- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### 11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

#### ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

#### 14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) Maintenance of Records. Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
- 15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

- 17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
- 18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period.
- 19. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
- 20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
- 21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- 22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
- 23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
- 24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

- 25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- 26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	CITY OF NEPTUNE BEACH
By:	By:
	Typed Name and Title
Date:	Date:
	Attest:
	Typed Name and Title
Attachments:	

Attachment A — Statement of Work

Attachment B — Project Progress Report Form

Attachment C — District Supplemental Instructions Form

# ATTACHMENT A - STATEMENT OF WORK NEPTUNE BEACH WASTEWATER TREATMENT FACILITY PROCESS UPGRADE PROJECT

#### I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2022-2023 to develop and implement resource and water supply development projects and promote conservation. On May 10, 2022, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Neptune Beach (Recipient) requested funding for their Neptune Beach Wastewater Treatment Facility (WWTF) Process Upgrade project (Project) for the not to exceed amount of \$437,500, towards the estimated construction cost of \$1,750,000. This request was approved by the Governing Board. The Recipient is located in Duval County.

#### II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to upgrade the wastewater facility treatment process which will provide a water quality benefit to the Lower St. Johns River.

#### III. SCOPE OF WORK

The Project includes the installation of recycle pumps, baffle walls, Return Activated Sludge (RAS)/Waste Activated Sludge (WAS) pumps, and associated yard piping to upgrade the existing treatment process of the WWTF located at 2010 Forest Avenue in Neptune Beach.

#### IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

• Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall
  project schedule versus time for project completion, an updated spend-down plan, key issues to be
  resolved, project construction photos with dates. Quarterly reports shall also be emailed to the
  District's Budget Coordinator at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

#### V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2024. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	February 20, 2023	June 30, 2024

#### VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 25% percent of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$437,500. It is anticipated that the FY breakdown will be \$400,000 in FY2022-23 and \$37,500 for FY2023-24.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2022. The District will not reimburse for any expenses prior to October 1, 2022.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Coordinator is hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of Neptune Beach detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs.)

### $FY23 \; (10/1/2022 - 9/30/2023)$

		Estimated
	Estimated	Reimbursement
Description	Task Amount	Amount
Construction	\$1,600,000	\$400,000

# FY24 (10/1/2023 - 9/30/2024)

		Estimated
	Estimated	Reimbursement
Description	Task Amount	Amount
Construction	\$150,000	\$37,500

# ATTACHMENT B PROJECT PROGRESS REPORT

St. Johns River Water	r Managem	ent District						Contract #: Date:	38146		
Project Progress Rep	Project Progress Report						Report Number:				
Contract/Project Ide	Contract/Project Identification										
Project Name:		Nentune Re	ach Wastewa	iter Treatmen	t Facility Pro	ncess Ungra	de Project				
Recipient:		City of Nept		iter meatimen	t racinty r re	оссээ орын	de i roject				
SJRWMD Contract Nu	ımher:	oity or itopt		146		SIRWMD P	roject Manager:	Dr. Nitesh Tri	nathi		
SKWIND CONTROL NUMBER. 50140				1				patin			
						Recipient s	Project Manage	r: Jim French			
Construction Schedu	le				•	Reporting	Period				
Construction Start Da						Beginning					
Construction Comple						<b>Ending Dat</b>	e:				
Contract Expiration D	ate:				]						
Cost-Share Budget											
Total Cost-Share Bud	get:					Cost-Share	Amount Expend	ed This Period:			
Cost-Share Amount E	xpended To	o-date:			]	Percent Co	st-Share Budget	Expended:			
Spend-Down Plan											
Fiscal Year 1							Fiscal Year 2				
Reimbursement #	Anticinat	ed Amount	Anticina	ited Date	1		Reimbursement	# Anticipa	ated Amount	Anticipated Date	
1							1				
2							2				
3							3				
4							4				
					_						
Project Readiness an											
	% Complete Shown in	% Complete	Start Date Shown in	Completion Date Shown in	Current Start	Current Completion					
Project Phase	Application	Currently	Application	Application	Date	Date	Notes: I	xplain anticipat	ed deviations from	schedule	
Planning								•			
Design											
Permitting											
Bidding & Award											
SOW Construction Ta	sks/Milest	ones/Deliver	ahles								
		o				Total					
							Start Date Shown	Completion Date		Current Completion	
Task Number		Tasks/N	/lilestones/De	eliverables		% Complete	in SOW	Shown in SOW	Current Start Date	Date	
1											
	<u> </u>					L					
Project update includ	ling proble	ms, issues an	d solutions.	Explain in det	ail.						

unusual events or circumstances.

Include digital photographs of work accomplished during reporting peroid. Attach an additional page of notes if necessary to explain reasons for lateness or

- 12 - 20

# $ATTACHMENT\ C - DISTRICT'S\ SUPPLEMENTAL\ INSTRUCTIONS\ (sample)$

# DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:		
TO:	Jim French City of Neptune Beach 116 First Street Neptune Beach, FL 32266	
FROM:	Dr. Nitesh Tripathi, Project Manager	
CONTRACT N	JMBER: 38146	
CONTRACT T	ΓLE: Neptune Beach Wastewater Treatment Facility Process Upgrad	de Project
accordance with proceeding in a adjustments to Manager.  1. RECIF 2. DESCI 3. DESCI Recipient's ap Approved:	be carried out in accordance with the following supplemental instruction issue the Contract Documents without change in the Contract Sum or Contract Time cordance with these instructions, indicate your acceptance of these instruction is work as consistent with the Contract Documents and return to the District's ENT'S SUPPLEMENTAL INSTRUCTIONS:  IPTION OF WORK TO BE CHANGED:  IPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:  roval: (choose one of the items below):  Date:	ne. Prior to as for minor
Approved:	Date:	
(Recipient agrees	implement the Supplemental Instructions as requested but reserves the right to seek a Chan requirements of the Agreement.)	ge Order in
Approved:	Dr. Nitesh Tripathi, District Project Manager	
Acknowledged	Date:	
c: Contract file Financial Se	vices	

- 13 -

21



# STAFF REPORT

Agenda Item #10C Res. No. 2022-07 City-Wide Fee Schedule

MEETING DATE: BOARD/COMMITTEE: October 3, 2022 City Council

TO: City Council

**THRU:** Stefen Wynn, City Manager

Zachary Roth, City Attorney

FROM: Sam Brisolara, Community Development Director

DATE: September 28, 2022

SUBJECT: Resolution 2022-07 City Wide Fee Schedule

**I. BACKGROUND:** Staff prepared a city-wide fee resolution for discussion by city council. Currently, there are multiple services rendered among many departments within the city that are not collecting fees. This results in labor hours worked with no compensation to the city for the services being performed.

City council initially discussed the city-wide fee resolution at the May 16<sup>th</sup> city council workshop and then rediscussed the resolution at the June 6<sup>th</sup> regular council meeting. During this meeting, Council instructed staff to prepare a comparison chart showing the current fees, proposed fees, and fees charged by both Atlantic Beach and Jacksonville Beach.

Staff requested fee information from both Atlantic Beach and Jacksonville Beach to create the fee comparison chart. Atlantic Beach stated their fees were noted in multiple ordinances throughout Municode. Jacksonville Beach provided some documents and stated that their fees also were throughout Municode. Staff sifted through all documents and information to provide the comparison of fees for each municipality as requested by city council.

II. <u>DISCUSSION:</u> This resolution proposes to create a standardized fee schedule for each department/division within the city. This will make assessing fees more streamlined, ensure that services rendered are justly compensated, and provides transparency into city services offered for compensation.

All existing fees are located throughout the code of ordinances. These fees were last updated in 2017. The proposed fees have been updated to reflect the consumer price index (CPI) for April of 2022, The CPI information for April of 2022, gathered from the US Bureau of Labor and Statistics, shows that the CPI is 6.2%. Additionally, the CPI used is from, "All items less food and energy."

Upon creation of the fee comparison chart, it was discovered that both Atlantic Beach and Jacksonville Beach had additional fees that were not in the City of Neptune Beach's current or proposed fees from the June 6<sup>th</sup> discussion. As such, appropriate fees that were not in the resolution proposed June 6<sup>th</sup> were added for this discussion. On average, Neptune Beach's proposed fees are less than Atlantic Beach and Jacksonville Beach's fees.

Additionally, staff prepared a comparison of the cost of permitting to build a house in Neptune Beach, Atlantic Beach, and Jacksonville Beach.

- **III.** <u>CONCLUSION:</u> In conclusion, staff recommends approval of Resolution 2022-07 City Wide Fee Schedule to provide additional revenue to the city for services rendered.
- IV. **RECOMMENDED MOTION:** I move to approve Resolution 2022-07 City Wide Fee Schedule.

	A	В	C	D	F	F	G	
1	Fee Comparison Table							
2	<u> </u>			•				
3	Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees	
4	Special Events Permits w/o Police		\$100.00	One-time events at Jordan Park Community Center or Donner Park Community Center	DEPOSIT: \$200 if no damage to facility it is refunded \$100 for four hours + \$25/each additional hour	Festivals (all areas except Latham Parking Lot)	DEPOSIT \$2,500.00 \$2,000/Day + \$2000 admin fee	
5	Special Events Permits w/ Police		\$300.00 + \$55.00/hr (minimum of 4-hours for an officer is required.	Recurring use of any City facility or park by 501(c)(3) or local HOA with user agreement six (6) or more times during non-premium hours	DEPOSIT: \$50 \$25/event or activity	Festivals/Special Events (Latham Parking Lot Oct- Feb)	DEPOSIT \$500.00 \$1,000/Day + \$2,000 admin fee	
6	Neptune House Rental/ Public Space Rental - RESIDENT		DEPOSIT: \$150.00 w/o alcohol or \$200 w/ alcohol Monday – Thursday 8am to 10pm (\$35.00/hr + tax w/o alcohol) (\$90.00*/hr + tax w/ alcohol)	Events at the Adele Grage Cultural Center (private) Monday-Thursday	DEPOSIT: \$200.00 \$50/hour with max daily fee of \$400	Festivals (1/2 Latham Parking Lot)	DEPOSIT \$250.00 \$500/Day + \$2,000 admin fee	
7	Neptune House Rental/ Public Space Rental - RESIDENT WEEKEND		$\label{eq:decomposition} \begin{split} DEPOSIT: \$250.00 \text{ w/o} \text{ alcohol or } \$300 \text{ w/ alcohol} \\ Friday (after 5pm), Saturday & Sunday (\$75.00/hr + tax w/o alcohol) (\$130.00*/hr + tax w/ alcohol) \end{split}$	Events at the Adele Grage Cultural Center (private) Friday - Sunday	DEPOSIT: \$200.00 \$100/hour with max daily fee of \$800	Special Events (Seawalk Pavilion)	DEPOSIT \$500.00 \$500/Day + \$250 per department up to \$1,000	
8	Neptune House Rental/ Public Space Rental - NON- RESIDENT		DEPOSIT: \$400.00 w/o alcohol or \$800.00 w/ alcohol Monday – Thursday 8am to 10pm (\$75.00/hr + tax w/o alcohol) (\$130.00*/hr + tax w/ alcohol)	Events at the Adele Grage Cultural Center (501 (c)(3), HOA, Neighborhood) Monday-Thursday	DEPOSIT: \$200 \$25/hour with max daily fee of \$320.00	Special Events (Seawalk Pavilion-lawn area)	DEPOSIT \$500.00 \$300/Day + \$250 per department up to \$1,000	
9	Neptune House Rental/ Public Space Rental - NON- RESIDENT WEEKEND		DEPOSIT: \$500.00 w/o alcohol or \$1,000 w/ alcohol Friday (after 5pm), Saturday & Sunday (\$150.00/hr + tax w/o alcohol) (\$200.00*/hr + tax w/alcohol)	Events at the Adele Grage Cultural Center (501 (c)(3), HOA, Neighborhood)) Friday - Sunday	DEPOSIT: \$200 \$50/hour with max daily fee of \$600.00	Special Events (Latham Plaza)	DEPOSIT \$500.00 \$500/Day + \$250 per department up to \$1,000	
10	Neptune House Rental/ Public Space Rental - NON- PROFIT		DEPOSIT: \$500.00 (hourly rate of officers may be required for events with alcohol)	All Events Serving Alcohol	\$100/hour + police officer at hourly rate	Special Events (Beach Events)	DEPOSIT \$500.00 \$100/Day + \$250 per department up to \$1,000	
11	Public Records Requests	One-sided copies letter or legal - \$0.15 Two- sided copies letter or legal - \$0.20One of two- sided copies ledger 11 × 17 - \$0.25Large blueprint size copies - \$6.00Certified copy of public record - \$1.00	Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).  Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).  *Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the City Clerk's discretion.	Public Records Requests	8 1/2" x 14" paper or smaller - \$0.10/1-sided page or \$0.15/2-sided page  Larger than 8 1/2" x 14" - \$0.25/ 1-sided page or \$0.30/2-sided page  Research or extensive time fees - \$50/hour	Public Records Requests	Copies per page 8 1/2" x 14" paper or smaller - \$0.15 Copies 8 1/2" x 14" per duplex pages \$0.20 Color Copies 8 1/2" x 14" - \$0.25 Color copies 8 1/2" x 14" - \$0.25 Color copies per duplex page \$0.30 Black & White Copies (11 x 17) \$0.35 Black & White Copies (11 x 17) \$0.45 Color Copies (11 x 17) \$0.45 Color Copies per duplex (11 x 17) \$0.50 or \$0.55 Certification of record copies in addition to per page copy fee \$1.00 Plats per page \$6.00 Maps per page \$6.00 Copy of zoning map/sheet \$15.00 Lien Certificates (per parcel) \$40.00 County Maps, Aerial Photos \$ Actual cost of materials, overhead & Labor Audio tapes, recording or CDs \$ 5.00 each Production or reproduction of DVDs \$10.00 each Electronic Delivery Fee in addition to per page copy fee \$2.00 **EXTENSIVE RECORDS - CHARGE LOWEST WAGE OF DEPARTMENTAL EMPLOYEE AT THE HOURLY RATE IN ADDITION TO COPY FEE	
11	BUILDING PERMITS			BUILDING PERMITS		BUILDING PERMITS		
13	Moving Fee	\$100.00	\$150.00	Moving Fee	\$100.00	Moving Fee	\$150.00	
14	Fence Permit	\$35.00	\$37.00	Fence Permit	\$35.00	Fence Permit	\$40.00	
15	Demolition Permit	\$113.00	\$115.00	Demolition Permit	\$100.00	Demolition Permit	\$100.00	
16	Pool permit (building permit only)	\$0.40/ \$100 of cost of the pool	\$37 plus cost of construction	Pool permit (building only)	\$55 + cost of construction	Pool permit	\$55 + mechanical fees	
17	Change of Contractor Fee	\$35.00	\$37.00	Change of Tenant Fee	\$100.00	Change of Contractor Fee	\$40.00	
18	Permit Checking Fee (Plan review fee)	50% of the building fee	50% of the building fee	Permit Checking Fee	1/2 the building permit fee (in addition to building permit fee) (Required for planning and zoning and fire department reviews.	Permit Checking Fee	1/2 building permit fee in addition to building permit fee (required for planing and zoning)	

Present Record   Pres		A B C D E		F	G			
To Tar Type   Superior Rock Creat   Superi					Fee Comparison Table			
Profile Record Cycles and Science 1985, original parameters and the property of the profile Record and Science 1985, original parameters and the profile Re		Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
Pass	19		\$35.00		Permit Renewal	Slab Inspection Approved - \$80% original fee All rough inspections Approved - 50% original fee Insulation Inspection Approved - 30% original fee	Permit Renewal	No Inspection - 100% original permit fee Slab Inspection Approved - 80% original permit fee All roughs approved - 50% original permit fee Insulation inspection approved - 30% original permit fee Any final inspection pending - 10% of original permit fee
Page	20	Plan review resubmittal fees	\$78.50/hour of review	_ ·	Plan review resubmittal fees	3rd resubmittal \$100 - 4th	Plan review resubmittal fees	\$40.00/review
The content of the	21	Inspection & Plan Review, excluding zoning and fire plan review)		Inspection Reduction 10%	Inspection & Plan Review, excluding zoning and fire plan review)		Inspection & Plan Review, excluding zoning and fire plan review)	Inspection Reduction - 10%
1.00   1.00			\$35.00 + cost of construction fee	\$37.00 + cost of construction fee		\$55.00		\$40.00
S100.01 - \$1,000.00   \$1,001.00 - \$50,000.00   \$1,001.00 - \$50,000.00   \$2,000.01 - \$2,000.00   \$2,000.01 - \$2,000.00   \$2,000			\$11.00 (charged only if inspection required)	\$12.00		\$55.00		\$20.00
St.   10,000   St.	25				. ,	\$55.00 for the first \$1,000 + \$5.00 for each additional \$1,000.00 or part thereof up to \$50,000.00		\$20.00 for the first \$1,000 + \$5.00 for each additional
\$2,000.01 - \$3,000.00   \$55.00   \$55.00   \$50,000.00	26	1000.01 - \$2,000.00	\$38.50	\$41.00	\$50,001.00 - \$100,000.00	additional \$1,000.00 or part thereof up to	\$50,001.00 - \$100,000.00	\$260.00 for the first \$50,000 + \$4.00 for each additional \$1,000.00 or part thereof up to \$100,000.00
20	27	\$2,000.01 - \$3,000.00	\$55.00	\$58.00	\$100,001.00 - \$500,000.00	additional \$1,000.00 or part thereof up to \$500,000.00	\$100,001.00 - \$500,000.00	* * *
23   35,000.01   58,000.00   585.00	28	\$3,000.01 - \$4,000.00	<u> </u>	· ·	\$500,001.00 and up		\$500,001.00 and up	
23   35,000.01   58,000.00   585.00	29							
23   35,000.01   58,000.00   585.00	30							
3   \$3,00,001   \$3,00,000   \$38,000   \$33,00	31							
\$100,00.00   \$93,5.00   \$100,00.00   \$93,5.00   \$100,00	33			,				
St   10,001,00 to \$500,000.00   Si   10,000.00 to part thereof up to \$10,000.00 to part thereof up to \$500,000.00 to \$10,000.00 to part thereof up to \$500,000.00 to \$10,000.00 to part thereof up to \$500,000.00 to part thereof up to \$500,000.00 to \$10,000.00 to part thereof up to \$500,000.00								
	35	\$10,001.00 to \$100,000	additional \$1,000.00 or part thereof up to	additional \$1,000.00 or part thereof up to				
Reinspection Fees   S50,001.00 and up   additional \$1,000.00 thereafter	36	\$100,001.00 to \$500,000.00						
Reinspection Fees 35.00 per failed trade 25 ELECTRICE FEES 40 Temporary Service Pole 40 to 100 amps = \$27.50 Under 40 amps, including window units, min - \$16.50 Not exceeding 100 amps = \$40.00 Not exceeding 200 amps = \$55.00 Each additional 100 amp or part there of - \$11.00 Remodeling or additions to residential dwellings (excluding service) - \$27.50 Pless, for every \$1,000 of value or fractional part thereof - \$11 (continued) **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  **Multifamily units	37	\$500,001.00 and up		\$1,000.00 thereafter				
### Autor Condition Circuits    Air Condition Circuits   Air Condition	38	(All Trades)	35.00 per failed trade	2nd reinspection - \$75 3rd	Reinspection Fees	\$55.00	Reinspection Fees	\$40.00
Air Condition Circuits    40 to 100 amps = \$27.50			\$22.00	\$23.00	Temporary Service Pole	\$35.00	Temporary Service Pole	\$40.00
Not exceeding 200 amps = \$55.00 Each additional 100 amp or part there of - \$11.00  Remodeling or additions to residential dwellings (excluding service) - \$27.50 Plus, for every \$1,000 of value or fractional part thereof - \$11 (Continued)  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment  New Commercial Building Electrical Permit Issuance  Not exceeding 200 amps - \$55.00 Each additional 100 amp or part there of - \$12.00  Not exceeding 200 amps - \$55.00 Each additional 100 amp or part there of - \$12.00  Not exceeding 200 amps - \$55.00 Each additional 100 amp or part there of - \$12.00  New Family Dwelling  New Family Dwelli	41		40 to 100 amps – \$27.50 Under 40 amps, including window units, min -	40 to 100 amps – \$29.00 Under		0 - 60 amps - \$5.00		0 - 60 amps -\$5.00
Electrical Permit Issuance \$55.00 + \$10/each additional 100 amps \$58 (plus \$15 for each additional 100 amps beyond \$500 Electrical Permit Issuance \$55.00 Electrical Permit Issuance \$40.00	42	New Family Dwelling	Not exceeding 200 amps – \$55.00 Each additional 100 amp or part there of - \$11.00 Remodeling or additions to residential dwellings (excluding service) - \$27.50 Plus, for every \$1,000 of value or fractional part thereof – \$11 (Continued) **Multifamily units or apartments shall be treated as single family dwelling and permit and service	Not exceeding 200 amps – \$58.00  Each additional 100 amp or part there of - \$12.00  Remodeling or additions to residential dwellings (excluding service) - \$29.00  Plus, for every \$1,000 of value or fractional part thereof – \$12 (Continued)  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees	New Family Dwelling	101-150 amps - \$60.00 151-200 amps - \$70.00 Each additional 50 amps or fraction thereof - \$10.00 Multifamily service per dwelling unit - \$50.00 0-100 amps - \$30.00 101-150 amps - \$50.00 151-200 amps - \$50.00	New Family Dwelling	101-150 amps - \$45.00 151-200 amps - \$50.00 Each additional 50 amps or fraction thereof - \$10.00 Multifamily service per dwelling unit - \$30.00 0-100 amps - \$30.00 101-150 amps - \$40.00
	43	Electrical Permit Issuance	\$55.00 + \$10/each additional 100 amps		Electrical Permit Issuance	\$55.00	Electrical Permit Issuance	\$40.00

A B C D E						F	G
1		<u>-</u>		Fee Comparison Table	-		-
3	Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
44		Not exceeding 100 amp service75.00 Not exceeding 200 amp service95.00 Plus for each additional 100 amps15.00 Remodeling or additions to existing commercial buildings electrically (excluding service)57.50	Not exceeding 100 amp service\$80.00 Not exceeding 200 amp service\$100.00 Plus for each additional 100 amps\$20.00 Remodeling or additions to existing commercial buildings electrically (excluding service)\$60.00	New Commercial Services	0-100 amps - \$50.00 101-150 amps - \$60.00 151-200 amps - \$70.00 Each additional 50 amps or fraction thereof \$10.00	New Commercial Services	0-100 amps - \$40.00 101-150 amps - \$45.00 151-200 amps - \$50.00 Each additional 50 amps or fraction thereof \$10.00
45	Residential Pools (electrical only)	\$33.00	\$35.00	Residential Pools (electrical only)	\$40.00	Residential Pools (electrical only)	\$35.00
46	Commercial Pools (electrical only)	\$66.00	\$70.00	Commercial Pools (electrical only)	\$40.00	Commercial Pools (electrical only)	\$35.00
47	Commercial Lighting	Commercial light, switch and receptacles: 1 to 5027.50 Over 50, each3.30	Commercial light, switch and receptacles: 1 to 50\$30.00 Over 50, each\$4.00				
48	Signs	Not exceeding 96 square feet, each55.00 Over 96 square feet, each110.00 Illumination of any sign in any manner, floodlights, border lights, etc., each55.00	Not exceeding 96 sf - \$58/ea Over 96sf - \$117/ea Illumination of any sign in any manner, floodlights, border lights, etc., each\$60.00	Signs	Up to 32 sf - \$65 Greater than 32 sf - \$65 + \$10 each additional sf Sign Service - \$ 35.00 \$30.00 - non-freestading signs \$50.00 - freestanding signs	Signs	20.00 + 0.20/sf + 2.00 additional circuit beyond 1
49	Transformers	\$27.50 + \$11/additional transformer	\$30.00 + \$12/additional transformer	Transformers	\$4.00 per 20 KVA or fraction thereof	Transformers	\$4.00 per 20 KVA or fraction thereof
50	Heat	40 to 100 amps – \$27.50 Under 40 amps, including window units, min - \$16.50	0-10 kw - \$4.00 10.1-15kw - \$8.00 15.1 - 24kw - \$16.00	Heat	0-10 kw - \$2.00 10.1-15kw - \$4.00 15.1 - 24kw - \$8.00	Heat	
51	Primary Service	ψ10.50	13.1 24RW \$10.00	Primary Service	\$50.00	Primary Service	\$40.00
52	Electric Car Chargers		110/120 volts - \$15.00 240 volts - \$30.00 480 + volts - \$90.00	Electric Car Chargers		Electric Car Chargers	
53		1/2 horsepower or less, operating at a potential of 500 volts or less, each11.00  Over 1/2 horsepower and not over 5 horsepower, operating at a potential of 500 volts or less, each27.50  Over 5 horsepower, operating at a potential of 550 volts or less, each44.00  High potential, operating at a potential of over 550 volts and less than 3,500 volts, regardless of horsepower, each66.00	½ horsepower or less w/500 volts or less – \$12.00/ea Over ½ horsepower and not over 5 horsepower, w/ less than 500 volts – \$30.00/ea Over 5 horsepower, 500 volts or less - \$47.00/ea High potential over 550 volts and less than 3,500 volts - \$70.00/ea	Generators/Motors	0-5 hp - \$4.00 Each additional 5hp or fraction thereof \$2.00	Generator/Motors	\$5.00/each 5hp
54	Additional inspections/reinspection	\$35.00	1st reinspection - \$25 2nd reinspection - \$75 3rd reinspection – two (2) times permit fee	Reinspections	\$55.00	Additional inspection/reinspection	\$40.00
55	Receptacles	Capacity 0 to 100 amps0.55	0-100 amps - \$1.00/ea	Receptacle outlets including fixtures	\$0.60/ea	Outlets including fixtures (each)	\$1.00
56	Switches	Capacity up to 30 amperes, each55 Capacity exceeding 30 amperes, each5.50	Up to 30 amps - \$1.00/ea Over 30 amps - \$6.00/ea	Switches and Receptacle outlets (excludes new SFD, MF, and RA)	Up to 30 amps - \$0.60/ea 31-100 amps - \$2.00/ea 101-200 amps - \$4.00/ea	Switches and Receptacle outlets (excludes new SFD, MF, and RA)	Up to 30 amps - \$0.60/ea 31-100 amps - \$2.00/ea 101-200 amps - \$4.00/ea
57	Appliances, Fixed or Stationary	\$27.50/ ea circuit	\$30.00/ea circuit	Appliances, Fixed or Stationary	Up to 30 amps - \$2.00 31-100 amps - \$4.00 Over 100 amps - \$6.00	Appliances, Fixed or Stationary	Up to 30 amps - \$2.00/ea 31-100 amps - \$4.00/ea 101-200 amps - \$6.00/ea
58	Smoke Detectors wired into electrical systems			Smoke Detectors wired into electrical systems (except SFD,MF, and RA)	\$2.00/ea	Smoke Detectors wired into electrical systems (except SFD,MF, and RA)	3.00/each
59	Fire alarm and signaling systems			Fire alarm and signaling systems	\$35.00/ea	Fire alarm and signaling systems	\$100.00
60	Repair Permit	\$11.00 + base fee	\$12.00 + base fee	Repair Permit	\$35.00	Repairs/Misc.	\$40.00
62	PLUMBING FEES  Fire Sprinkler Systems	For the first 40 sprinkler heads or fractional part thereof\$55.00 For each additional 10 sprinkler heads or fractional part thereof11.00	First 40 heads or fractional part thereof – \$58.00 Each additional 10 heads or fraction over 40 - \$12/ea		First 40 heads or fractional part thereof – \$30.00 Each additional 10 heads or fraction over 40 - \$4/ea	Fire Sprinkler Systems	New Plan Review - \$70.00 Head Relocation - \$35.00
63	Fire Standpipes	\$11.00	\$12.00	Fire Standpipes	\$6/ea	Fire Standpipes	\$70.00 (if separate from sprinkler system)
64 65	Fire Hose Cabinet Solar Hot Water Heater	\$11.00 \$11.00	\$12.00 \$12.00	Fire Hose Cabinets	\$6/ea	Solar Hot Water Heater	\$25.00/ea
0.5	Solar Hot Water Heater Solar Heating/Cooling					Solar Hot Water Heater	ψ20.00/Cα
66	Equipment	\$33.00	\$35/ea				<b>Z</b> 0

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1	A	В	C		<u> </u>	r	<u> </u>
2				Fee Comparison Table			
3	Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
		Array, each22.00	\$23/ea array				200 00 00 000
		Module, each11.00	\$12/ea module				
	Solar Photovoltaic Systems	Power conditioning unit, each22.00	\$23/ea Power conditioning Unit				
67		Transformer, each11.00	\$12/ea Transformer				
	Cap Sewers and Supply	\$22.00	¢25.00				
68	lines for DEMO	\$33.00	\$35.00				
69	Septic Tank or Drain Field	\$33.00	\$35.00				
70	Wells	\$22.00	HEALTH DEPT	Wells	\$20.00		
71	Pumps	\$11.00	\$12.00	Pumps	\$4.00	Pumps	\$10.00
72	Permit Issuance Fee	\$35.00	\$37.00	Permit issuance fee	\$55.00	Permit Issuance Fee	\$40.00
	Rough-in and setting	\$10/ea fixture	\$11/ea fixture	Rough-in and setting fixtures	\$7/ea fixture	Rough-in and setting	\$5.00/ea
73	fixtures	7 - 0/3	+		***************************************	fixtures	***************************************
1	Replacement Piping	\$35.00	\$37.00			Replacement Piping/cross	\$35.00
74		,,,,,,	,,,,,,,			connection fees	,
75	MECHANICAL FEES	¢25.00	#27.00	D 111	A55.00	D 441	¢40.00
/6	Permit Issuance	\$35.00	\$37.00	Permit Issuance	\$55.00	Permit Issuance	\$40.00
		1-10 tons - \$11	1 10 tons \$12.00		1 - 10 tons - \$8.00		
	A/C units/ ea dwelling,	10.01-25 tons - \$6.60	1-10 tons - \$12.00 10.01-25 tons - \$7.00	A/C and Refrigeration (total	1 - 10 tons - \$8.00 11 - 25 tons - \$4.00	A/C and Refrigeration, per	\$10.00
	apartment or business	Each ton over 25 tons - \$5.50/ea ton	Each ton over 25 tons - \$6/ea ton	capacity in single install)	Each ton over 25 tons - \$2.00	system	\$10.00
77		Each ton over 25 tons \$5.50/ca ton	Each ton over 25 tons - \$6,00 ton		Each ton over 25 tons \$2.00		
					First 200,000BTU or fraction thereof - \$20.00		First 200,000BTU or fraction thereof - \$10.00
		1-200,000 BTU – \$22.00	1-200,000 BTU - \$23.00		Each additional 50,000 BTU per hour of fuel used	_	Each additional 50,000 BTU per hour of fuel used or
	Furnaces	Each 50,000 BTU over 200,000 – \$11/ea	Each 50,000 BTU over 200,000 - \$12/ea	Furnaces	or fraction thereof - \$4.00	Furnaces	fraction thereof - \$5.00
78		Burner - \$8.80/ea	Burner - \$9/ea		Any burners not in heating system -\$12.00/ea		45.00
		1-2,000cu/min - \$16.50	1-2,000cu/min - \$18.00		1-2,000cu/min - \$20.00		
		Each 1,000cu/min over 2,000cu – 10,000cu/min –	Each 1,000cu/min over 2,000cu – 10,000cu/min –		Each 1,000cu/min over 2,000cu – 10,000cu/min –		0. 2.000 6
	Air Duct Systems	\$6.60/ea	\$7/ea	Air Duct Systems	\$8/ea	Air Duct Systems	0 - 2,000cfm - \$15
	·	Each additional 1,000cu/min over 10,000cu/min -	Each additional 1,000cu/min over 10,000cu/min -	·	Each additional 1,000cu/min over 10,000cu/min -	·	Each additional 1,000cfm or fraction thereof - \$5.00
79		\$4.40/ea	\$5/ea		\$4/ea		
80	Commercial Hoods/Fans	\$38.50	\$41.00	Commercial Hoods/Fans	\$30.00	Commercial Hoods/Fans	\$70.00
	Boilers	First 500,000 BTU - \$33.00	First 500,000 BTU - \$35.00	Boilers	First 500,000 BTU - \$30.00	Boilers	First 500,000 BTU - \$25.00
81	Doners	Each 100,000 after - \$11.00	Each 100,000 after - \$12.00		Each additional 100,000 BTU - \$6.00		Each additional 100,000 BTU - \$5.00
82	Fireplace	\$33.00	\$35.00	Prefab Fireplaces	\$30.00	Prefab Fireplaces	\$25.00
	Alteration or Repair for			Alteration or repair of boiler		Alteration or repair of	
	Boilers	\$33.00	\$35.00	on fired pressure vessel	\$30.00	boiler on fire pressure	\$25.00
83				•		vessel	
		0.600 - 11 615.40	0.600 - 11		0-600 gallons - \$20.00		
	Tombo (Coo/LD)	0-600 gallons - \$15.40 601-1,000 gallons - \$22.00	0-600 gallons = \$16.00 601-1,000 gallons - \$23.00	Towks (Cos/LD)	601-10,000 gallons - \$100.00	601-10,000 gallons - \$100.00 Tanks (Gas/LP)	0-1000 gallons - \$20.00
	Tanks (Gas/LP)	Each 1,000 gallons after - \$3.30	Each 1,000 gallons after - \$4.00	Tanks (Gas/LP)	Each 1,000 gallons after - \$4.00	Tanks (Gas/LT)	each 1,000 gallons - \$5.00
9.4		Each 1,000 ganons after - \$5.50	Each 1,000 ganons after - \$4.00				
04	Service Station Automobile			Service Station Automobile			
85	Lift	\$16.50	\$18.00	Lift	\$10.00		
	Elevator/Escalator/Man	#20 00	\$22.00		¢100 00 € . 1 €	Elevator/Escalator/Man	015.00.2
86	Lift	\$22.00	\$23.00	Elevator/Escalator/Man Lift	\$100.00 first 4 floors	Lift	\$15.00/floor
П		\$22.00	\$23.00	Colon Collector Control	\$30.00		
87	Solar A/C Collector System	\$22.00	\$25.UU	Solar Collector System	\$50.00		
	All Mech permits not listed	\$7 per \$1,000 of project valuation	\$8 per \$1,000 of project valuation	All Mech permits not listed	\$8 per \$1,000 of project valuation	All Mech permits not listed	\$7 per \$1,000 of project valuation
88	above		* * * *	above		above	
89	Minimum Fee	\$41.00	\$44.00	Minimum Fee	\$55.00	Minimum Fee	\$40.00
	Additional	007.00	1st reinspection - \$25		0.00	n	040.00
	Inspections/reinspection	\$35.00	2nd reinspection - \$75	Reinspection Fees	\$55.00	Reinspection Fees	\$40.00
90	Garage Sales		3rd reinspection – two (2) times permit fee \$5.00	Garage Sales			
91	Garage Sales		0.00	Garage Sales			
							\$5.00/day
							\$10.00/week
	Peddling/Soliciting	\$50.00	\$75.00	Peddling/Soliciting	\$35.00	Peddling/Soliciting	\$25.00/month
					, , , , , ,	- Tananag Domenting	\$50.00/3 months
							\$75/6 months
92							\$100/year
93	PLANNING FEES						
	Comprehensive Plan Text	\$500.00 + advertising cost	\$1,500.00	Comprehensive Plan	\$250.00	Comprehensive Plan	\$1,000.00 + advertising costs
94		\$500.00   advertising cost	Ψ1,500.00	Amendment	Ψ230.00	Amendment	φ1,000.00 + advertising costs
	Amendment						
П	Comprehensive Plan Map						<u></u>
	Comprehensive Plan Map Amendment (Small	\$500.00 + advertising cost	\$2,000.00				
	Comprehensive Plan Map Amendment (Small Amendment less than 10	\$500.00 + advertising cost	\$2,000.00				
95	Comprehensive Plan Map Amendment (Small	\$500.00 + advertising cost	\$2,000.00				27

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-	Α	В	С	D	E	F	G
2	1			Fee Comparison Table			
2	Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
	Comprehensive Plan Map	•					
	Amendment (Large	\$500.00 + advertising cost	\$2,500.00				
0.5	Amendment greater than 10		, , , , , , , , , , , , , , , , , , , ,				
96	acres) Land Development Code			Land Development Code		Land Development Code	
97	(Text Amendment)		\$1,000.00	(Text Amendment)	\$1,000.00	(Text Amendment)	1,000.00 + advertising cost
	Zoning Map Amendment	\$500.00 + advertising cost	\$1,000.00	Rezoning/Map Amendment	\$550.00		1,000.00 + advertising cost
98		\$500.00 + advertising cost	\$1,000.00	Rezoning/Wap Amendment	\$550.00	Rezoning/Map Amendment	1,000.00 + advertising cost
	Appeals (Review of	\$500.00	\$800.00	Appeals	\$300.00	Appeals	\$500.00
99	administrative decisions) Pre-Application Plans					Pre-Application Plans	
100	Review		\$100.00	Pre-Application Plans Review	\$150.00	Review	\$250.00 + \$40.00 per review
	Development Order Review	\$300.00 Residentially zoned property \$500.00 + \$0.01 cent for each square foot of land to develop or \$1,500 whichever is greater for commercial properties	Residential Developments (not including SFD) - \$200/ unit (plus cost of any outside review or other departmental reviews)  Commercial/Institutional/Industrial Development - \$2,000.00  PUD - \$2,500 (plus Commercial Development Order	Development Order Review	Multifamily Uses - \$100/unit Commercial/Industrial Uses - \$350.00 Public Institutional Uses - \$350.00 Landscape Plan \$100.00	Development Plan Review	\$250.00 + \$0.0025/ sqft of site area up to \$1,500.00 \$40.00/resubmission or addendum
101			Review and Subdivision Plan Review)				
102	Development Order Extension (beyond 1st request) (also applies to Variances and other board approved processes) (EXCLUDES STATE E.O.)		\$50.00	Development Order Extension (also applies to Variances and other board approved processes)	\$50.00		
103	Subdivision Plan Review	\$300.00 Residentially Zoned property \$500.00 Commercial Zones	\$1,000.00 (plus \$100/lot being created)	Subdivision Review	Application for Waiver - \$250.00 Preliminary plat review - \$250.00 Final Plat approval - \$100 + recording fees	Subdivision Review	\$250.00 - Concept Plan \$250.00 - Final Plat + \$20.00/lot
104	Replat Plan Review	\$300.00 Residentially Zoned property \$500.00 Commercial Zones	\$400.00	Replat	\$300.00	Replat	\$250.00
	Deviation Plan Review		\$500.00 (Not required for deviations out of applicant				
105 106		\$50.00	control) \$75.00				
106	Concurrency Certificate Planning Review Fees	\$30.00		Development Review			
107	(Building Permits)		40% of building permit cost or minimum \$50.00	(SF/Duplex)	\$100.00		
	Tree Removal Permit (Fees to be placed in mitigation			Tree Removal	SF/Residential uses - \$125/lot MF/Residential uses - \$250	Site Clearing/Tree Removal	\$150.00
108	fund) Special Exception	\$300.00 residentially zoned property \$500.00 commercially zoned property	\$400.00 residentially zoned property \$800.00 commercially zoned property	Use by exception	Commercial/Industrial Uses - \$250 \$400.00	Conditional Use	\$500.00
110	Variance	\$300.00 residentially zoned property \$500.00 commercially zoned property	\$500.00 residentially zoned property \$1,000.00 commercially zoned property	Variances	\$300.00	Variance	\$500.00
	Abandonments/Vacations/E		\$1,000.00 + any agreed upon sale price (if			Abandonments/Vacations/E	\$350.00
111	asements  Large copies (maps, site plans, etc.)	\$20.00 per page	negotiated) \$20.00 per page	Large copies (maps, site plans, etc.)	\$5.00/page	asements  Large copies (maps, site plans, etc.)	Plats per page \$6.00 Maps per page \$3.00 Copy of zoning map/sheet \$15.00
113 114	Hard Copy LDC	Same as PRR	Same as PRR	Hard Copy LDC	\$15.00 \$15.00	Hard Copy LDC	See PRR
114	Hard Copy Comp Plan	Same as PRR	Same as PRR	Hard Copy Comp Plan	\$15.00	Hard Copy Comp Plan Dog Friendly Dining	See PRR
115	Dog Friendly Dining Review		\$75.00	Dog Friendly Dining Review	\$175.00	Review	Fee Unknown
116	Zoning verification letter	\$50.00	\$75.00			Zoning Verification Letter	\$50.00/parcel
117	FDEP Letter		\$75.00				
118 119	Alcohol License Review		\$50.00 \$300.00				
	Art Project Review FIRE AND FLOODPLAIN FEES		\$500.00				
121	Building Plan Review (Fire)	40% of project valuation	40% of project valuation	Building Plan Review (Fire)	Assessed through JFRD	Building Plan Review (Fire)	\$70.00
122	Floodplain Review	40% of project valuation	40% of project valuation				
123	Floodplain Letter		\$75.00				
1	Request FEMA Floodplain Change		25% of Fee established by FEMA Flood Map Related Fee Schedule				
124	Change						

Г	А	В	С	D	E	F	G
1				Fee Comparison Table			
2	Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
125	New Construction Plan Review (Fire)	45% of building permit fee	45% of building permit fee	New Construction Plan Review (Fire)	Assessed through JFRD	New Construction Plan Review (Fire)	\$70.00
126	Resubmittals of New Construction Plan Review	\$75.00/ea	\$75.00/ea	Resubmittals of New Construction Plan Review	Assessed through JFRD	Resubmittals of New Construction Plan Review	See Electrical Fees
127	Plan review of fire sprinkler system (up to 50 heads)	\$75.00 \$1.00 for each additional head over 50	\$75.00 \$1.00 for each additional head over 50	Plan review of fire sprinkler system (up to 50 heads)	Assessed through JFRD	Plan review of fire sprinkler system (up to 50 heads)	See Electrical Fees
128	Plan review of fire standpipe or fire pumps	\$75.00	\$75.00	Plan review of fire standpipe or fire pumps	Assessed through JFRD	Plan review of fire standpipe or fire pumps	See Electrical Fees
120	Plan review of fire alarm up to 10 devices (including fire alarm control panel)	\$75.00 \$1.25 per device over 10 devices	\$75.00 \$1.25 per device over 10 devices	Plan review of fire alarm up to 10 devices (including fire alarm control panel)	Assessed through JFRD	Plan review of fire alarm up to 10 devices (including fire alarm control panel)	See Electrical Fees
130	Plan review of fire	\$75.00	\$75.00	Plan review of fire suppression systems	Assessed through JFRD	Plan review of fire suppression systems	See Electrical Fees
131	Plan review of emergency generator systems	\$75.00	\$75.00	Plan review of emergency generator systems	Assessed through JFRD	Plan review of emergency generator systems	See Electrical Fees
132	Plan review of grease hoods and light test	\$75.00	\$75.00	Plan review of grease hoods and light test	Assessed through JFRD	Plan review of grease hoods and light test	See Electrical Fees
133	Plan review of private fire mains & hydrants with visual & flushing	\$125.00	\$125.00	Plan review of private fire mains & hydrants with visual & flushing	Assessed through JFRD	Plan review of private fire mains & hydrants with visual & flushing	\$105.00
134	Plan review of new above ground & underground tanks	\$125.00	\$125.00	Plan review of new above ground & underground tanks	Assessed through JFRD		
135	Plan review of removal for fuel tank	\$25/tank	\$25/tank	Plan review of removal for fuel tank	Assessed through JFRD		
136	Plan review of paint booth & fire suppression system	\$25/system	\$25/system	Plan review of paint booth & fire suppression system	Assessed through JFRD		
137	Plan review & inspection for Med-Gas/ Med-Gas Storage or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision	\$65.00	\$65.00	Plan review & inspection for Med-Gas/ Med-Gas Storage or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision	Assessed through JFRD		
138	Special Event Review (Fire)	\$100/tent or food truck	\$100/tent or food truck			Temporary Tent	\$40.00/ea
139	Any other permit required by the FFPC not listed above	\$50.00	\$50.00	Any other permit required by the FFPC not listed above	Assessed through JFRD		
140		1st resubmittal – no charge 2nd resubmittal - \$100.00 3rd resubmittal – four (4) times original permit fee		Resubmittal Review Fees	Assessed through JFRD		
141	New Business Tax Receipt	\$50.00 (home based businesses are exempt)	\$50.00 (home based businesses are exempt)				

	A	В	С	D E			G
2				Fee Comparison Table			
3	Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
1422	Annual Inspections for Commercial properties (attached to Business Tax Receipts)	\$115/commercial license on site	No Occupancy used for address \$0.0  Desk within Occupancy/ Beauty Salon Chair \$10.00  Beauty Salon Booth (With Key) \$15.00  0 - 100sf \$20.00  101 - 500sf \$25.00  501- 750sf \$50.00  751 - 1,000 \$60.00  1001 - 1,250 \$70.00  1251 - 1,500sf \$80.00  1,501 - 3,000sf \$122.00  3,0001 - 6,000sf \$160.00  6,001 - 12,000sf \$239.00  12,001sf and over \$400.00	Annual Inspections for Commercial properties (attached to Business Tax Receipts)	Assessed through JFRD		
143	Re-Inspection Fees	1st reinspection - \$50.00 Each additional reinspection - \$100.00	1st reinspection - \$50.00 Each additional reinspection - \$100.00	Re-Inspection Fees	Assessed through JFRD		
144	PUBLIC WORKS FEES			Disks of W. D.			
145	Residential Right-of-Way Permit		\$100.00 (driveway aprons only)	Right-of-Way Review (Engineering Only)	\$25.00	Right-of-Way Review	\$25.00
146	Right-of-Way Use Permits (except Residential driveways)		\$100.00	Tree removal permits	SF/Residential uses - \$125/lot MF/Residential uses - \$250 Commercial/Industrial Uses - \$250	Tree Removal Permits	\$150.00
147	Commercial Right-of-Way Permit		\$500.00				
148	Trenchless Utility Right-of- Way Permit excluding fee exempt (based on avg 350 feet per permit)		\$150 for first 500 ft (plus \$10 each 100 feet thereafter)				
149	Open Cut Utility Right-of- Way Permit excluding fee exempt (based on average 550 feet per permit)		\$300 for first 1,000 ft (plus \$20 each 500 feet thereafter)				
1500	Water Meter Connection	34" Tap\$1,140.00  1" Tap\$1,904.00  1 ½" Tap\$3,796.00  2" Tap\$6,076.00  3" Tap\$11,400.00  6" Tap\$37,996.00  8" Tap\$60,796.00	34" Tap\$1,211.00  1" Tap\$2,022.00  1 ½" Tap\$4,031.00  2" Tap\$6,453.00  3" Tap\$12,107.00  6" Tap\$40,352.00  8" Tap\$65,565.00	Water Meter Connection	Inspection Fees: 2" and less - \$50.00 More than 2" - \$200.00 Reinspection - \$50.00  Impact Fees 3/4" Tap\$1,140.00  1" Tap\$1,904.00  1 ½" Tap\$3,796.00  2" Tap\$6,076.00  3" Tap\$11,400.00  6" Tap\$37,996.00.00  8" Tap\$60,796.00	Water Meter Connection	Inspection Fee - \$200.00  3/4" Tap\$525.00  1" Tap\$560.00  1 1/2" Tap\$1,090.00  2" Tap or greater\$1,150.00  Jax Beach has water impact fees in addition to these fees.

	A	В	С	D	E	F	G
1				Fee Comparison Table			
3	Fee Type	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
151	Sewer Meter Connection	3/4" Tap\$4,050.00  1" Tap\$6,764.00  1 1/2" Tap\$13,487.00  2" Tap\$21,587.00  3" Tap\$40,500.00  6" Tap\$134,987.00  8" Tap\$215,987.00	34" Tap\$4,301.00  1" Tap\$7,183.00  1 ½" Tap\$14,323.00  2" Tap\$22,925.00  3" Tap\$43,011.00  6" Tap\$143,356.00  8" Tap\$229,378.00	Sewer Meter Connection	Cost of Labor and Materials + 10% for handling	Sewer Meter Connection	Inspection Fee - \$200.00 6" Tap\$750.00 8" Tap or greater\$1,125.00 Jax Beach has sewer impact fees in addition to these fees.
152	Deposit Charge for Service	\$150.00	\$160.00			Deposit	2X the amount of the average monthly bill
153	Set-Up Service Charge	\$25.00	\$27.00	Set-Up Service Charge	\$20.00 New Customer Service	Set-up Service Charge	\$125.00
154	New Connection Surcharges	\$175.00	\$66.00				
155	Construction Water Service	\$40.00	\$43.00				
156	Reconnection Fee for Accounts in arrears	\$25.00 (operating hours) \$75.00 (after operating hours and weekends)	\$100.00			Reconnection Fees for Accounts in Arrears	5% of the total bill \$20.00 Normal Hours \$25.00 After Hours PLUS 2X the amount of the average monthly bill
157	Initial Backflow Inspection		\$35.00			7 11 1 G	
158	Initial Grease Trap Inspection		\$35.00			Initial Grease Trap Inspection	\$35.00
159	Annual Backflow Inspection		\$50.00			Backflow Inspection	\$0.00
160	Annual Grease Trap Inspection		\$50.00			Annual Grease Trap Inspection	Required, but do not see fee information
161	Initial Erosion Control Inspection		\$25.00			Initial Erosion Control Inspection	Required. Ordinance says fees may be established, but do not see fee information in supplied documentation
162	Intermediate Erosion Control Inspection		\$25.00			Intermediate Erosion Control Inspection	Required. Ordinance says fees may be established, but do not see fee information in supplied documentation
163	Final Erosion Control Inspection		\$25.00			Final Erosion Control Inspection	Required. Ordinance says fees may be established, but do not see fee information in supplied documentation
164	Reinspection Fee		1st reinspection - \$50.00 2nd reinspection - \$75.00 3rd reinspection - \$150.00  Failure to comply by 3rd inspection results in a notice of violation and hearing before the Magistrate.			Reinspection Fees	\$40.00/inspection
165	Stormwater Management Utility Fee	Residential - \$18.41/living unit Commercial - \$26.59/ERU	Residential - \$20.00/living unit Commercial - \$29.00/ERU	Stormwater Management Utility Fee	\$8.39/month	Stormwater Management Utility Fee	Residential - 1 ERU x No. of D.U. Non-Residential - Impervious area x 1 ERU
166	FINANCE DEPT FEES	Commercial (\$20.37/ERC)	Commercial - \$27.00/ERO	Cunty Fet		Cunty Fee	1.00 Residential Impervious area x 1 Live

	A	В	С	D	E	F	G
2				Fee Comparison Table			
3	<b>Fee Type</b>	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Atlantic Beach Fees	Jacksonville Beach	Jacksonville Beach Fees
167	Business Tax Receipts	All Professional, Retail, and Service Establishments 0 - 1,500sf\$75.00  1,501 - 3,000sf\$115.00  3,0001 - 6,000sf\$150.00  6,001 - 12,000sf\$225.00  12,001sf and over\$375.00  Home Occupation\$65.00  Food Trucks\$65.00  Insurance Companies\$140.00  Vending Machines\$5.00  Home-based Day Care\$50.00 (fee is exempt from increase FL Statute)	All Professional, Retail, and Service Establishments 0 - 1,500sf\$80.00  1,501 - 3,000sf\$122.00  3,0001 - 6,000sf\$160.00  6,001 - 12,000sf\$239.00  12,001sf and over\$400.00  Home Occupation\$70.00  Food Trucks\$100.00  Insurance Companies\$150.00  Vending Machines\$5.00  Home-based Day Care\$50.00 (fee is exempt from increase FL Statute)	Business Tax Receipts	MANUFACTURING: 0-1,500 sf - \$59.03 1,501 - 5,000 sf - \$99,56 5,001sf - 15,000sf - \$133.11 15,000sf and over - \$333.39  PROFESSIONAL SERVICES: 0-1,500 sf - \$99,56 5,001sf - 15,000sf - \$133.11 15,000sf and over - \$333.39  Plus cost of specific city licensure for each profession except pharmacists  RETAIL ESTABLISHMENTS: 0-1,500 sf - \$59.03 1,501 - 5,000 sf - \$99,56 5,001sf - 15,000sf - \$133.11 15,000sf - \$39.39 Plus cost of specific city licensure for each profession except pharmacists	Business Tax Receipts	AGRICULTURE, FORESTRY, AND FISHING: Between \$79.20 - \$132.00  CONSTRUCTION: Between \$79.20 - \$330.00  MANUFACTURING: Between \$79.20 - \$220.00  TRANSPORTATION: Between \$79.20 - \$1,375.00  WHOLESALE TRADE: \$79.20  RETAIL TRADE: Between \$39.60 - \$495.00  FINANCE: Between \$66.00 - \$220.00  SERVICES: Between \$13.20 - \$2,500.00  NONCLASSIFIABLE: Between \$79.20 - \$100.00
168	POLICE DEPT FEES						
169	Incident/Crash/Research Copies	\$0.15/page	\$0.15/page				
170	Fingerprints (Neptune Beach residents)	\$5.00/card	\$5.00/card				
171	Complex Personnel/Records Request*		Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).  Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).  *Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the Records Division's discretion.	Complex Personnel/ Records Request*	8 1/2" x 14" paper or smaller - \$0.10/1-sided page or \$0.15/2-sided page Larger than 8 1/2" x 14" - \$0.25/ 1-sided page or \$0.30/2-sided page Research or extensive time fees - \$50/hour		Copies per page 8 1/2" x 14" paper or smaller - \$0.15 Copies 8 1/2" x 14" per duplex pages \$0.20 Color Copies 8 1/2" x 14" - \$0.25 Color copies per duplex page \$0.30 Black & White Copies (11 x 17) \$0.35 Black & White Copies (11 x 17) \$0.45 Color Copies (11 x 17) \$0.45 Color Copies (11 x 17) \$0.45 Color Copies per duplex (11 x 17) \$0.50 or \$0.55 Certification of record copies in addition to per page copy fee \$1.00 Plats per page \$6.00 Maps per page \$3.00 Copy of zoning map/sheet \$15.00 Lien Certificates (per parcel) \$40.00 County Maps, Aerial Photos \$ Actual cost of materials, overhead & Labor Audio tapes, recording or CDs \$ 5.00 each Production or reproduction of DVDs \$10.00 each Electronic Delivery Fee in addition to per page copy fee \$2.00 **EXTENSIVE RECORDS - CHARGE LOWEST WAGE OF DEPARTMENTAL EMPLOYEE AT THE HOURLY RATE IN ADDITION TO COPY FEE

# **Comparison of Building and Trade Fees**

### **Building Permit Fee**

2-story single family dwelling 4 bedroom, 3 full bath with attached garage

**Valuation of Construction:** \$404,106 **Gross Square Feet:** 2,943

	Neptune Beach	Neptune Beach (Proposed)	Atlantic Beach	Jacksonville Beach
	1st \$100,000	1st \$100,000	1st \$100,000	1st \$100,000
	is	is	is	is
	\$588.50	\$625.00	\$480.00	\$460.00
	next \$1,000 is \$2.70 per \$1000	\$100,001 to \$500,000 is \$3.00 per \$1000 or part there of	\$100,001 to \$500,000 is \$3.00 per \$1000	plus \$3.00 per \$1000 up to \$500,000
	plus \$35 to issue	plus \$37 to issue	\$55 to issue	\$40 to issue
Issuing fee	\$35.00	\$37.00	\$55.00	\$40
Building fee	\$1,247.50	\$1,537.33	\$1,447.33	\$1,372.33
Plan review	\$641.25	\$787.17	\$723.67	\$686.17
Total due	\$1,923.75	\$2,361.50	\$2,226.00	\$2,098.50

### **Electrical**

service of 200 amp, 1ph, 3 wire 240/120 volt, and temporary pole

**Job cost:** \$10,000

	Neptune Beach	Neptune Beach (proposed)	Atlantic Beach	Jacksonville Beach
Issuing fee	\$35.00	\$37.00	\$55.00	\$40.00
New service	\$55.00	\$58.00	\$70.00	\$50.00
Temp. pole	\$22.00	\$23.00	\$35.00	\$40.00
Total due	\$112.00	\$118.00	\$160.00	\$130.00

### **Plumbing**

#### 23 Total Fixtures

(2 tubs, 1 dishwasher, 2 hosebibs, 1 water heater, 1 kitchen sink, 4 lavatories, 3 showers, 1 washing machine, 3 water closets, 1 sewer connection, 1 disposal, 1 water connection, 1 drain and 1 icemaker)

**Job cost:** \$9000

	Neptune Beach	Neptune Beach (Proposed)	Atlantic Beach	Jacksonville Beach	
	\$10 per plumbing fixtures	\$11 per plumbing fixtures	\$7 per plumbing fixtures	\$5.00 per plumbing fixtures	
Issuing fee	\$35.00	\$37.00	\$55.00	\$40.00	
Permit fee	\$230.00	\$253.00	\$161.00	\$115.00	
Total due	\$265.00	\$290.00	\$216.00	\$155.00	

#### Mechanical

4 ton air conditioning unit, heat under 200,000 btu and 1600cfm duct work

Job cost: \$10,000

Neptune Beach	Neptune Beach (Proposed)	Atlantic Beach	Jacksonville Beach
\$11 per ton for a/c	\$12 per ton for a/c	\$8 per ton for a/c	\$4 per ton for a/c
\$22 for heat up to 200,000	\$23 for heat up to 200,000	\$20 for heat up to 200,000	\$8 for heat up to 200,000
\$16.50 duct work up to 2000cfm	\$18 duct work up to 2000cfm	\$20 for duct work up to 2000cfm	\$8 for duct work up to 2000cfm
\$35.00	\$37.00	\$55.00	\$40.00
\$44.00	\$48.00	\$32.00	\$10.00
\$22.00	\$23.00	\$23.00	\$10.00
\$16.50	\$18.00	\$20.00	\$15.00
\$117.50	\$126.00	\$130.00	\$75.00

Zoning Review Fee					
Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Jacksonville Beach		
\$0.00	\$614.93	\$100.00	\$343.08		

Issuing fee
A/C fee
Heat

Duct work

Total due

	TOTALS ALL PERMITS				
	Neptune Beach	Neptune Beach (Proposed)	Atlantic Beach	Jacksonville Beach	
<b>Building Permit</b>	\$1,923.75	\$2,361.50	\$2,226.00	\$2,098.50	
Electrical	\$112.00	\$118.00	\$160.00	\$130.00	
Plumbing	\$265.00	\$290.00	\$216.00	\$155.00	
Mechanical	\$117.50	\$126.00	\$130.00	\$75.00	
Zoning Review Fee	\$0.00	\$614.93	\$100.00	\$343.08	
TOTAL DUE	\$2,418.25	\$2,895.50	\$2,732.00	\$2,458.50	



#### **RESOLUTION NO. 2022-07**

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES TO BE INSTITUTED FOR VARIOUS CITY SERVICES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of Neptune Beach desires to adopt a schedule of fees for various city services;

**WHERAS**, the City of Neptune Beach has determined that the best interests of citizens of Neptune Beach are served by requiring the users of City services to be primarily responsible for paying the costs of such services.

**WHEREAS,** the City Council hereby finds and determines that the amount for various fees, set in **EXHIBT A** are reasonable charges;

**THEREFORE, BE IT RESOLVED**, by the City of Neptune Beach City Council as follows:

Section 1. The City Council has reviewed the attached schedule of fees and does hereby find that the fees established herein are necessary and should be adjusted from time to time by the City of Neptune Beach to reflect the intent that such fees recover a substantial portion of the associated costs incurred in providing the services.

Section 2. This resolution shall become effective on the 3rd day of October, 2022 and supersedes all fees outlined in the Code of Ordinances.

Done and adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 3rd day of October, 2022.

ATTEST:	Elaine Brown, Mayor
Catherine Ponson, City Clerk	APPROVED AS TO FORM AND LEGAL SUFFICENCY:
	City of Neptune Beach Attorney

## **EXHIBIT A**

FEE TYPE		FEE		
	Renter	Time/Day	<u>Price</u>	<u>Deposit</u>
Neptune House Rental (Food Trucks will also require a Special Event Permit)	Resident	Monday – Thursday 8AM to 10PM	\$35/hr. – w/o Alcohol (+ tax) \$90/hr. – w/Alcohol (+ tax) *	\$150 (w/o Alcohol) \$200 (w/Alcohol)
		Friday (after 5PM), Saturday & Sunday	\$75/hr. – w/o Alcohol (+ tax) \$130/hr. – w/Alcohol (+ tax) *	\$250 (w/o alcohol) \$300 (w/ alcohol)
	Non- Resident	Monday – Thursday 8AM to 10PM	\$75/hr. – w/o Alcohol (+ tax) \$130/hr. – w/Alcohol (+ tax) *	\$400 (w/o alcohol) \$800 (w/ alcohol)
		Friday (after 5PM), Saturday & Sunday	\$150/hr. – w/o Alcohol (+ tax) \$205/hr. – w/Alcohol (+ tax) *	\$500 (w/o alcohol) \$1,000 (w/ alcohol)
	Non- Profit	Any	\$0**	\$200
		* Fee includes hourly rate for police officers	** Hourly Rate of Officers may be required for events with alcohol	***Hourly Rate of Officers may be increased for events held on holidays.
Special Event Permits		Events not requiring Police - \$100  Events Requiring Police - \$300 (plus \$55/hr. min. 4-hours an officer is required)		
				_37

CITY CLERK OFFICE		
FEE TYPE	FEE	
Complex Public Records Requests *	Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).	
	Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).	
	*Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the City Clerk's discretion.	

## **COMMUNITY DEVELOPMENT DEPARTMENT**

## **BUILDING DIVISION**

FEE TYPE	FEE
Fence Permit	\$37.00
Demolition Permit	\$115.00
Pool Permit (building permit only)	\$37 + cost of construction
Change of Tenant Fee	\$50.00
Private Provider (Building Inspection & Plan Review, excluding zoning and fire plan review).	30% reduction
Permit Issuance	\$37.00 (plus cost of construction fee)
Cost of Construction/Building Permits	
\$0-100	\$12.00

\$100.01 - 1,000.00	\$30.00	
\$1,000.01 – 2,000.00	\$41.00	
\$2,000.00 - 3,000.00	\$58.00	
\$3,000.01 – 4,000.00	\$64.00	
\$4,000.01 – 5,000.00	\$70.00	
\$5,000.01 – 6,000.00	\$76.00	
\$6,000.01 – 7,000.00	\$82.00	
\$7,000.01 - 8,000.00	\$88.00	
\$8,000.01 – 9,000.00	\$93.00	
\$9,000.01 – 10,000.00	\$100.00	
\$10,000.01 - \$100,000.00	\$100 for the first \$10,000 (plus \$6 for each additional \$1,000 or part thereof up to \$100,000.00)	
\$100,000.01 - \$500,000.00	\$625 for the first \$100,000 (plus \$3 for each additional \$1,000.00 or part thereof up to \$500,000)	
\$500,000.01 and up	\$1,793 for the first \$500,000 (plus 1.50 each additional \$1,000 thereafter)	
Reinspection Fee	1 <sup>st</sup> reinspection - \$25 2 <sup>nd</sup> reinspection - \$75 3 <sup>rd</sup> reinspection – two (2) times permit fee	
Electrical		
Permit Issuance	\$37.00 (plus any other costs associated with electrical work)	

Temp Service Pole	\$23.00
Air Condition Circuits	40 to 100 amps – \$29.00 Under 40 amps, including window units, min - \$18.00
New Family Dwelling	Not exceeding 100 amps –\$47.00 Not exceeding 200 amps – \$58.00 Each additional 100 amp or part there of - \$12.00  Remodeling or additions to residential dwellings (excluding service) - \$29.00 Plus, for every \$1,000 of value or fractional part thereof – \$12 (Continued)  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment
New Commercial Building Electrical	
Permit Issuance (excluding service)	\$58 (plus \$15 for each additional 100 amps beyond 200amps)
	Not exceeding 100 amp service - \$80.00
	Not exceeding 200 amp service - \$100.00
New Commercial Service	Plus for each additional 100 amps - \$20.00
	Remodeling or additions to existing commercial buildings electrically (excluding service) - \$60.00
Residential Pools (electric only)	\$35.00
Commercial Pools (electric only)	\$70.00
Commercial Lighting	Commercial light, switch and receptacles: 1 to 50 - \$30.00 Over 50, each - \$4.00
Signs	Not exceeding 96 sf - \$58/ea Over 96sf - \$117/ea Illumination of any sign in any manner, floodlights, border lights, etc., each - \$60.00 1 transformer - \$30.00 Additional transformer, each - \$12.00

Generators	½ horsepower or less w/ 500 volts or less – \$12.00/ea Over ½ horsepower and not over 5 horsepower, w/ less than 500 volts – \$30.00/ea Over 5 horsepower, 500 volts or less - \$47.00/ea High potential over 550 volts and less than 3,500 volts - \$70.00/ea	
Electric Car Chargers	110/120 volts - \$15.00 240 volts - \$30.00 480 + volts - \$90.00	
Additional inspections/reinspection	1 <sup>st</sup> reinspection - \$25 2 <sup>nd</sup> reinspection - \$75 3 <sup>rd</sup> reinspection – two (2) times permit fee	
Minor Electrical Repair Residential		
Receptacles	0-100 amps - \$1.00/ea	
Switches	Up to 30 amps - \$1.00/ea Over 30 amps - \$6.00/ea	
Repair Permit	\$12.00	
Plumbing		
Fire Sprinkler Systems	First 40 heads or fractional part thereof – \$58.00 Each additional 10 heads or fraction over 40 - \$12/ea	
Fire Standpipes	\$12/ea	
Solar Hot Water Heater	\$35/ea	
Solar Heating/Cooling Equipment	\$35/ea	

Solar Photovoltaic Systems	\$23/ea array \$12/ea module \$23/ea Power conditioning Unit \$12/ea Transformer
Cap Sewers and Supply lines for DEMO	\$35/ea cap
Septic Tank or Drain Field	\$35.00
Wells	\$23/ea
Pumps	\$12/ea
Permit Issuance Fee	\$37.00
Rough-in and setting fixtures	\$11/ea fixture
Replacement Piping	\$37.00
	Mechanical
Permit Issuance	\$37.00
A/C units/ ea dwelling, apartment or business	1-10 tons - \$12.00 10.01-25 tons - \$7.00 Each ton over 25 tons - \$6/ea ton
Air Handlers/Furnaces	1-200,000 BTU – \$23.00 Each 50,000 BTU over 200,000 – \$12/ea Burner - \$9/ea
Air Duct Systems	1-2,000cu/min – \$18.00 Each 1,000cu/min over 2,000cu – 10,000cu/min – \$7/ea Each additional 1,000cu/min - \$5/ea
Commercial Hoods/Fans	\$41.00 42

Boilers	First 500,000BTU - \$35.00 Each 100,000 after - \$12.00	
Fireplace	\$35.00	
Alteration or Repair for Boilers	\$35.00	
Tanks (Gas/LP)	0-600 gallons – \$16.00 601-1,000 gallons - \$23.00 Each 1,000 gallons after - \$4.00	
Service Station Automobile Lift	\$18.00	
Elevator/Escalator/Man Lift	\$23.00	
Solar A/C Collector System	\$23.00	
All Mech permits not listed above	\$8/ea \$1,000 of valuation of project cost	
Minimum Fee	\$44.00	
Additional Inspections/reinspection	1 <sup>st</sup> reinspection - \$25 2 <sup>nd</sup> reinspection - \$75 3 <sup>rd</sup> reinspection – two (2) times permit fee	
Miscellaneous		
Garage Sales	\$5.00	
Peddling/Soliciting	\$50.00	
PLANNING DIVISION		
FEE TYPE	FEE 13	

Comprehensive Plan Text Amendment	\$1,500.00
Comprehensive Plan Map Amendment (Small Amendment less than 10 acres)	\$2,000.00
Comprehensive Plan Map Amendment (Large Amendment greater than 10 acres)	\$2,500.00
Land Development Code (Text Amendment)	\$1,000.00
Zoning Map Amendment	\$1,000.00
Appeals (Review of administrative decisions)	\$800.00
Pre-Application Plans Review	\$100.00
Development Order Review	Residential Developments (not including SFD) - \$200/ unit (plus cost of any outside review or other departmental reviews)  Commercial Development - \$3.00/ 20 sf of property  PUD - \$2,000 (plus Commercial Development Order Review and Subdivision Plan Review)
Development Order Extension (also applies to Variances and other board approved processes)	\$50.00
Subdivision Plan Review	\$1,000.00 (plus \$100/lot being created)
Replat Plan Review	\$400.00
Deviation Plan Review	\$500.00 (Not required for deviations out of applicant control)
Concurrency Certificate	\$75.00
Planning Review Fees (Building Permits)	40% of total building permit fee or a minimum of \$50.00

Floodplain Letter  Request FEMA Floodplain Change	\$75.00  25% of Fee established by FEMA Flood Map Related Fee Schedule
Floodplain Review	40% of project valuation
Building Plan Review	40% of project valuation
FEE TYPE	FEE
FIRE & FLOODPLAIN DIVISION	
Art Project Review	\$300.00
Alcohol License Review	\$50.00
FDEP Letter	\$75.00
Zoning verification letter	\$75.00
Dog Friendly Dining Review	\$75.00
Large copies (maps, site plans, etc.)	\$20.00 per page
Abandonments/Vacations/Easements	\$1,000.00
Variance	\$500.00 residentially zoned property \$1,000.00 commercially zoned property
Special Exception	\$400.00 residentially zoned property \$800.00 commercially zoned property
Tree Removal Permit (Fees to be placed in mitigation fund)	\$125.00 per caliper inch of tree removed \$400.00 Heritage Tree Removal

New Construction Plan Review	45% of building permit fee
Resubmittals of New Construction Plan Review	\$75/ea
Plan review of fire sprinkler system (up to 50 heads)	\$75.00 \$1.00 for each additional head over 50
Plan review of fire standpipe or fire pumps	\$75.00
Plan review of fire alarm up to 10 devices (including fire alarm control panel)	\$75.00 \$1.25 per device over 10 devices
Plan review of fire suppression systems	\$75/system
Plan review of emergency generator systems	\$75/system
Plan review of grease hoods and light test	\$75/system
Plan review of private fire mains & hydrants with visual & flushing	\$125.00
Plan review of new above ground & underground tanks	\$125.00
Plan review of removal for fuel tank	\$25/tank
Plan review of paint booth & fire suppression system	\$25/system
Plan review & inspection for Med-Gas/ Med-Gas Storage or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision	\$65.00
Special Event Review	\$100.00/tent or food truck

Any other permit required by the FFPC not listed above	\$50.00	
Resubmittal Review Fees	1 <sup>st</sup> resubmittal – no charge 2 <sup>nd</sup> resubmittal - \$100.00 3 <sup>rd</sup> resubmittal – four (4) times original permit fee	
New Business Tax Receipt	\$50.00 (home office licenses are exempt)	
Annual Inspections for Commercial properties (attached to Business Tax Receipts)	No Occupancy used for address \$0.0  Desk within Occupancy/ Beauty Salon Chair \$10.00  Beauty Salon Booth (With Key) \$15.00  0 - 100sf \$20.00  101 - 500sf \$25.00  501- 750sf \$50.00  751 - 1,000 \$60.00  1001 - 1,250 \$70.00  1251 - 1,500sf \$80.00  1,501 - 3,000sf \$122.00  3,0001 - 6,000sf \$160.00  6,001 - 12,000sf \$239.00  12,001sf and over \$400.00	
Re-Inspection Fees	1 <sup>st</sup> reinspection - \$50.00 Each additional reinspection - \$100.00	
PUBLIC WORKS DEPARTMENT		
FEE TYPE	FEE	
Residential Right-of-Way Permit	\$100.00 (driveway aprons only)	

Tree Removal, Placement, or Adoptions Right-of-Way Use Permits	\$50.00
Commercial Right-of-Way Permit	\$500.00
Trenchless Utility Right-of-Way Permit excluding fee exempt (based on avg 350 feet per permit)	\$150 for first 500 ft (plus \$10 each 100 feet)
Open Cut Utility Right-of-Way Permit excluding fee exempt (based on average 550 feet per permit)	\$300 for first 1,000 ft (plus \$20 for each additional 500 feet
	<sup>3</sup> / <sub>4</sub> " Tap\$1,211.00
	1" Tap\$2,022.00
	1 ½" Tap\$4,031.00
Water Meter Connection	2" Tap\$6,453.00
	3" Tap\$12,107.00
	6" Tap\$40,352.00
	8" Tap\$65,565.00
Sewer Meter Connection	<sup>3</sup> / <sub>4</sub> " Tap\$4,301.00
	1" Tap\$7,183.00
	1 ½" Tap\$14,323.00
	2" Tap\$22,925.00
	3" Tap\$43,011.00
	6" Tap\$143,356.00
	8" Tap\$229,378.00
Deposit Charge for Service	\$160.00
Set-Up Service Charge	\$27.00
	48

New Connection Surcharges	\$66.00
Construction Water Service	\$43.00
Reconnection Fee for Accounts in arrears	\$100.00
Initial Backflow Inspection	\$35.00
Initial Grease Trap Inspection	\$35.00
Annual Backflow Inspection	\$50.00
Annual Grease Trap Inspection	\$50.00
Initial Erosion Control Inspection	\$25.00
Intermediate Erosion Control Inspection	\$25.00
Final Erosion Control Inspection	\$25.00
Reinspection Fee	1st reinspection - \$50.00 2nd reinspection - \$75.00 3rd reinspection - \$150.00  Failure to comply by 3rd inspection results in a notice of violation and hearing before the Magistrate.
Stormwater Management Utility Fee	Residential - \$20.00 Commercial - \$29.00

FINANCE DEPARTMENT		
FEE TYPE	FEE	
Business Tax Receipts	All Professional, Retail, and Service Establishments 0 – 1,500sf\$80.00  1,501 – 3,000sf\$122.00  3,0001 – 6,000sf\$160.00  6,001 – 12,000sf\$239.00  12,001sf and over\$400.00  Home Occupation\$70.00  Food Trucks\$100.00  Insurance Companies\$150.00  Vending Machines\$5.00  Home-based Day Care\$50.00 (fee is exempt from increase FL Statute)	
POLICE DEPARTMENT		
FEE TYPE	FEE	
Incident/Crash/Research Copies	\$0.15/page	
Fingerprints (Neptune Beach residents)	\$5.00/card	
Complex Personnel/Records Request*	Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).  Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).  *Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the Records Division's discretion.	