



**AGENDA**  
**Regular City Council Meeting**  
**Tuesday, January 2, 2024, 6:00 PM**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

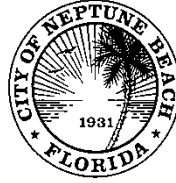
1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES
  - A. **November 6, 2023, Regular City Council Meeting**  
**November 20, 2023, Special City Council Meeting**  
**November 20, 2023, Workshop City Council Meeting**
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS
  - A. City Manager Report
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
  - A. ORDINANCE NO. 2023-11, SECOND READ AND PUBLIC HEARING. An Ordinance by the City of Neptune Beach Amending Part II, Code of Ordinances, Chapter 27, Unified Land Development Regulations, Article I, General, Definitions; Article III, Administrative and Enforcement Procedures, Division 8. Variances, and Chapter 30, Floodplains; Providing Severability; Providing for Repeal of Laws In Conflict; and Providing for an Effective Date.
9. OLD BUSINESS / NONE
10. NEW BUSINESS
  - A. Water Reclamation Facility - Sodium Hypochlorite Tanks Replacement
  - B. Water Reclamation Facility - Rental Aeration Equipment (For Information Only)
11. COUNCIL COMMENTS
12. ADJOURN



Residents attending public meetings can use the code **1LWE** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

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

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



**MINUTES  
REGULAR CITY COUNCIL MEETING  
MONDAY, NOVEMBER 6, 2023, 6:00 P.M.  
NEPTUNE BEACH CITY HALL  
116 FIRST STREET  
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, November 6, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

---

Attendance:

**ATTENDANCE:**

- Mayor Elaine Brown
- Vice Mayor Kerry Chin
- Councilor Lauren Key
- Councilor Nia Livingston
- Councilor Josh Messinger(*absent*)

**STAFF:**

- City Manager Richard Pike
- City Attorney Zachary Roth
- Police Chief Michael Key
- Chief Financial Officer Jaime Hernandez
- Senior Center Director Leslie Lyne
- Community Development Director Heather Whitmore
- Public Works Director Deryle Calhoun
- Parks and Sustainability Director Colin Moore
- City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Brown called the meeting to order at 6:00 p.m.

Military Recognition of Police Officers

Police Chief Michael Key recognized the following Neptune Beach Police Officers for their military service:

- Officer Jason Haines – United States Coast Guard
- Officer Darren Jensen – United States Coast Guard
- Officer Sean Kramer – United States Army
- Officer Joseph Richardson – United States Marines

**APPROVAL OF MINUTES**

Minutes

Made by Key, seconded by Livingston.

**MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:**

- October 16, 2023, Special City Council Meeting**
- October 16, 2023, Workshop City Council Meeting**

Roll Call Vote:

Ayes: 4-Key, Livingston, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

**ORDINANCES**

Ord. No. 2023-10, Ordinance No. 2023-10, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida Amending and Revising Chapter 27, Unified Land Development Regulations; Revising the Following Articles: Article XIII- Parking and Loading, Section 27-541, Payment In-Lieu Of Providing Off-Street Parking in the Central Business District; Providing Severability; Providing for Repeal of Laws in Conflict; and Providing for an Effective Date

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Councilor Key pointed out that there have been multiple discussions regarding this ordinance. This is the second read and there is nothing left to discuss. She is ready to move forward.

Made by Key, seconded by Livingston.

**MOTION: TO ADOPT ORDINANCE NO. 2023-10, AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS; REVISING THE FOLLOWING ARTICLES: ARTICLE XIII- PARKING AND LOADING, SECTION 27-541, PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT ON SECOND READ**

Roll Call Vote:  
Ayes: 4-Livingston, Key, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

Ord. No. 2023-11, Ordinance No. 2023-11, First Read and Public Hearing, An Ordinance of the City of Neptune Beach Amending Part II, Code of Ordinances, Chapter 27, Unified Land Development Regulations, Article I, General, Definitions; Article III, Administrative and Enforcement Procedures, Division 8. Variances, and Chapter 30, Floodplains; Providing Severability; Providing for Repeal of Laws in Conflict; and Providing for an Effective Date.

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Community Development Director Heather Whitmore explained this ordinance updates the City’s floodplain regulations. Floodplain regulations in Chapter 27, Land Development Regulations, have been moved to Chapter 30. This includes definitions, administration, and enforcement. This is being brought forward to remain compliant with the National Flood Insurance Program.

Made by Livingston, seconded by Chin.

**MOTION: TO APPROVE ORDINANCE NO. 2023-11, AN ORDINANCE BY THE CITY OF NEPTUNE BEACH AMENDING PART II, CODE OF ORDINANCES, CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE I, GENERAL, DEFINITIONS; ARTICLE III, ADMINISTRATIVE AND ENFORCEMENT PROCEDURES, DIVISION 8. VARIANCES, AND CHAPTER 30, FLOODPLAINS ON FIRST READ**



Roll Call Vote:

Ayes: 4- Key, Livingston, Chin, and Brown

Noes: 0

**MOTION CARRIED**

**OLD BUSINESS**

Right-of-Way  
Purchase

Request to Purchase Right-of-Way (Kings Circle S/Marsh Point Rd/Florida Boulevard). Community Development Director Heather Whitmore explained that this is a request to purchase a portion of a right-of-way adjacent to properties along Marsh Point Rd and Florida Blvd, also known in correspondence as the "weird alley." This was brought before Council on September 5, 2023, and is back again with more information as requested by Council. The applicant, Mr. Jean Bakkes, has provided an updated appraisal showing the market value of the subject right-of-way to be \$70,000.

Ms. Whitmore reminded everyone that the requested property is a 2,547 square-foot portion of right-of-way adjacent to six vacant parcels all owned by the applicant. A portion of the right-of-way not subject to this vacation contains eight parking spaces behind the Monahan Building. These spaces are leased by the City to the Monahan Building and would not be impacted.

Ms. Whitmore confirmed Vice Mayor Chin's clarification that Mr. Bakkes owns the property that bounds both sides and is seeking to unify it into one more-useable space.

Vice Mayor Chin stated a rendering had been included of what could go on the property, but it is not-to-scale, nor it is something that could be used in the evaluation of this item. It is just an example.

Ms. Whitmore explained the rendering is what the applicant is proposing to place there based on Council's request for more information.

Councilor Key commented that she is against selling City right-of-way. This is a unique circumstance. It is a public benefit to the City, the residents that live around it, and the overall area to have an improvement. She supports the selling of this property. She does request that, if possible, a public benefit be made as part of the development, such as a coffee shop or café.

City Attorney Zachary Roth advised that the City could as a condition of the sale, place a restrictive covenant that a portion be used for that purpose.

Councilor Livingston expressed that she goes back and forth on this item. She has a hard time selling City property. She is concerned that this might open a door to seeing more of this. She does agree this is a unique and different property. She questioned if what the applicant proposed would meet our Code?

Ms. Whitmore explained there was no site plan to be able to evaluate compliance. The assumption is that it would fit into the zoning regulations, including parking, setbacks, lot coverage. All that has been received is a rendering.

Mr. Roth stated that part of the sale be conditioned on being replatted as part of the property and going through the replatting process.

Mayor Brown reported she visited the property. She too is apprehensive about selling City property. She is making an exception as well in this case as the applicant has expressed public benefit that would be good for the area.

Discussion with the applicant ensued which included excluding the square footage of the property in the maximum floor area, public benefit, zoning, permissible uses, and development of the property.

After discussion, Mayor Brown commented that the consensus is to move forward, and she asked Mr. Roth if the City could control the process of the closing.

Mr. Roth advised he would put together a draft contract for Council review, which would include the buyer paying the closing costs and referencing in the zoning that a portion would have to be used for those specified purposes.

**NEW BUSINESS**

Pete’s Thanksgiving Day Event

Pete’s Thanksgiving Day Event - November 23, 2023. Mayor Brown explained this is a request for the annual Thanksgiving Day event held by Pete’s Bar. She asked the City Attorney to go over the indemnification portion of the conditions.

Mr. Roth advised that he wanted to clarify that Item #27 City’s letter states the City assumes no liability for any accident or injury and Pete’s Bar will hold the City harmless. It is his intention that this means Pete’s will indemnify the City and hold the City harmless. He requests that Council consider this as part of the motion.

Made by Key, seconded by Chin.

**MOTION: TO APPROVE PETE’S THANKSGIVING DAY EVENT SUBJECT TO CITY ATTORNEY’S COMMENTS REGARDING INDEMNIFICATION**

Roll Call Vote:  
Ayes: 4-Livingston, Key, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

Pete’s 90<sup>th</sup> Anniversary Celebration

Consideration of Approval of Pete’s 90<sup>th</sup> Anniversary Celebration Event – December 16, 2023. Mayor Brown announced this is for approval of Pete’s 90<sup>th</sup> Anniversary Celebration and scheduled for December 16, 2023, and would involve closing a portion of Lemon Street.

Vice Mayor Chin asked if the same indemnification language from the previous item would apply to this event.

Mr. Roth confirmed that the same language would apply, and he clarified that the applicant has signed the hold harmless agreement. We just want to make sure that it is not ambiguous.

Made by Chin, seconded by Livingston.

**MOTION: TO APPROVE PETE’S 90<sup>TH</sup> ANNIVERSARY CELEBRATION WITH SAME CONSIDERATION TO INCLUDE INDEMNIFICATION**

Roll Call Vote:  
Ayes: 4-Key, Livingston, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

Res. No. 2023-14,  
Payment In-Lieu of  
Parking Fee

Resolution No. 2023-14, A Resolution Establishing Payment In-Lieu of Providing Off-Street Parking in the Central Business District. Ms. Whitmore explained this is the companion resolution to Ordinance No. 2023-10, adopted earlier. This establishes the fee per parking space in accordance with the payment in-lieu of parking ordinance. The fee is \$12,500 per space. The fee will be updated annually in accordance with the Consumer Price Index. The fee must be established for the ordinance to be effective.

Made by Livingston, seconded by Chin.

**MOTION: TO ADOPT RESOLUTION NO. 2023-14, ESTABLISHING THE PAYMENT IN-LIEU OF PARKING FEES**

Roll Call Vote:  
Ayes: 4-Livingston, Key, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

Res. No. 2023-15,  
Statewide Mutual Aid Agreement

Resolution No. 2023-15, Approving the Statewide Mutual Aid Agreement.

Made by Chin, seconded by Key.

**MOTION: TO ADOPT RESOLUTION NO. 2023-15, APPROVING THE STATEWIDE MUTUAL AID AGREEMENT**

Roll Call Vote:  
Ayes: 4-Key, Livingston, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

Water Tower  
Lease Agreement

Second Amendment to Water Tower Lease Agreement between City of Neptune Beach and Verizon Wireless. Public Works Director Derlye Calhoun explained that the lease with Verizon states the City must grant Verizon a credit on future rent payments to reimburse them for the rent paid while they were not using the tower. The purpose of this amendment to the lease is to memorialize the specifics of the credit.

Made by Livingston, seconded by Chin.

**MOTION: TO APPROVE THE SECOND AMENDMENT TO THE WATER TOWER LEASE AGREEMENT**

Roll Call Vote:  
Ayes: 4- Livingston, Key, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

Public Works  
Department  
Update

Public Works Department Update. Mr. Calhoun gave a Public Works Departments update. He advised that this evolved from Senate Bill 64, passed by the legislature in 2021, and other regulatory requirements and infrastructure needs in all the departments. He is not advocating for a particular solution but giving the appropriate information to make decisions on how to meet the City's needs. One of the options is to talk with Jacksonville Electric Authority (JEA). He asked representatives to be here to speak about how that process would look.

Mr. Calhoun presented information regarding the City's streets, stormwater, water grid, water plant, wastewater grid, wastewater plant, and Senate Bill 64. He reported that Senate Bill 64, is Florida Statute 403.064, Reuse of Reclaimed Water, and would have an impact for the City of \$8-10 million. It requires disposal of treated effluent to surface waters be eliminated by January 2032. The Florida Rural Water Association (FRWA) is lobbying for member relief.

Mr. Calhoun reviewed other options for compliance with Senate Bill 64, which include Rapid Infiltration Basin (RIB), Public Access Reuse (PAR) and Deep Well Injection. He added that JEA had recently put in a deep injection well in Nassau Treatment Plant. This project costs \$10.9 million and as the Senate Bill 64 deadline approaches, the cost will increase. He expressed that if it were not for the American Rescue Plan Act (ARPA) funds, the City would already be looking at borrowing, which will still undoubtedly need to happen.

Mr. Calhoun reported that Atlantic Beach is investigating options with JEA, including pumping of reclaimed water to JEA and ownership. Atlantic Beach is expecting final options from JEA by the end of the calendar year.

Mr. Calhoun introduced Kurt Wilson, Chief Government Affairs Officer, and Julia Crawford, Senior Advisor, with JEA.

Ms. Crawford reported that in working with Atlantic Beach, they hired a consultant to help evaluate the different options. The process that has been initiated looks at information, including expenses and revenues, for the next twenty years. There is a lot of data, conversations, and meetings. The same process would be used for the acquisition.

Mayor Brown conveyed that the City is looking at borrowing money to start doing what is needed to be in compliance. The City could also have JEA do an evaluation, as an option as they are doing with Atlantic Beach, to see what the City would need to do to meet requirements.

Vice Mayor Chin stated that it would be remiss of the City not to at least have the information on hand. It is important to see all of the options available so that you make a truly informed decision. He asked what the confidence level is for lobbying by the FRWA?

Mr. Wilson advised that there may be a piece of cure legislation, but he is not sure what it looks like. He also stated that there seems to be no desire in extending timeframes.

Councilor Key expressed that the City should do its due diligence in looking out for the best long-term viability for the City. Part of that would be examining the options.

Councilor Livingston agreed that the City would be remiss not to explore this as an option.

Mayor Brown commented that there is a lot facing the City. The needs are there and real. She would be in favor of an evaluation by JEA.

Consensus was to have the evaluation done by JEA as an option to present to Council. City staff would begin working to get the information to JEA.

Adjournment      There being no further business, the meeting adjourned at 7:42 p.m.

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

ATTEST:

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

Approved: \_\_\_\_\_



**MINUTES**  
**SPECIAL CITY COUNCIL MEETING**  
**MONDAY, NOVEMBER 20, 2023, 6:00 P.M.**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, November 20, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	<b>IN ATTENDANCE:</b> Mayor Elaine Brown Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger	<b>STAFF:</b> City Attorney Zachary Roth City Manager Richard Pike Community Development Director Heather Whitmore Public Works Director Deryle Calhoun Sergeant Liam Toal Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
-------------	--	---

Call to Order/Roll Call/Pledge	Mayor Brown called the meeting to order at 6:00 p.m. Councilor Messinger led the Pledge of Allegiance.
--------------------------------	--

**ORDINANCES**

Ord. No. 2023-07, Millage Rate	<b>Ordinance No. 2023-07, New Final Read and Public Hearing.</b> An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2023, and ending September 30, 2024; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; and Providing an Effective Date.
--------------------------------	--

Mayor Brown explained both ordinances are being reheard to correct a previous error.

Public Hearing	Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.
----------------	--

Made by Messinger, seconded by Key.

**MOTION:** **TO READOPT ORDINANCE NO. 2023-07, AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A FINAL MILLAGE RATE AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; SETTING FORTH CERTAIN INFORMATION REGARDING "ROLLED-BACK RATE"; DIRECTING THE CITY MANAGER TO ADJUST THE ADOPTED MILLAGE RATE IN THE EVENT OF CHANGES IN THE ASSESSMENT ROLL AND TAXABLE VALUE ON NEW AND FINAL READ**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Ord. No. 2023-08, FY24 Budget Ordinance No. 2023-08, New Final Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024; and Providing an Effective Date

Public Comment Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Key, seconded by Messinger.

**MOTION: TO READOPT ORDINANCE NO. 2023-08, AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AT NEW AND FINAL READ**

Roll Call Vote:

Ayes: 5- Livingston, Messinger, Key, Chin, and Brown

Noes: 0

**MOTION CARRIED**

St. Johns County Utilities Continuing Services Contract with Gruhn May, Inc. St. Johns County Utilities Continuing Services Contract with Gruhn May, Inc. Public Works Director Deryle Calhoun stated an equalization basin allows wastewater flow to be fed to the treatment process at a consistent flow rate rather than subjecting the process to the morning and evening peak flows associated with customer water usage. Currently the equalization basin only routes to Plant 2. This project will connect Plant 1 as well.

Staff has identified a continuing services contract with St. Johns County Utilities and Gruhn May, Inc. for utility-related services. Gruhn May has provided an estimate of \$38,482.32 for this proposed work. Due to unknowns associated with excavating on the wastewater plant site, staff suggests a contingency be included.

Made by Messinger, seconded by Livingston.

**MOTION: TO APPROVE THE ST. JOHNS COUNTY UTILITIES CONTINUING SERVICES CONTRACT WITH GRUHN MAY, INC.**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Routing of Wastewater Equalization Basin Routing of Wastewater Equalization Basin to Plant 1. Mr. Calhoun explained this request is to award up to \$45,000, which includes the contingency of approximately 16%.

Made by Messinger, seconded by Chin.

**MOTION: TO AWARD THE ROUTING OF WASTEWATER EQUALIZATION BASIN TO PLANT 1 TO GRUHN MAY, INC. IN THE AMOUNT NOT TO EXCEED \$45,000.00**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Wastewater Plant Outfall Upgrades Reimbursement to the City of Atlantic Beach for Upgrades to Wastewater Plant Outfall Pipeline. Mr. Calhoun reported that Neptune Beach shares a common wastewater effluent outfall with Atlantic Beach and Jacksonville Beach. An interlocal agreement governs responsibilities for various pipe segments, including maintenance costs. This request is for Neptune Beach's share of upgrades to pipe segment as defined in the interlocal agreement.

Made by Messinger, seconded by Key.

**MOTION: TO APPROVE THE REIMBURSEMENT OF \$55,568.19 TO THE CITY OF ATLANTIC BEACH FOR UPGRADES TO THE WASTEWATER PLANT OUTFALL PIPELINE**

Roll Call Vote:

Ayes: 5- Livingston, Messinger, Key, Chin, and Brown

Noes: 0

**MOTION CARRIED**

**PUBLIC COMMENTS**

Mayor Brown announced that there would be a town hall meeting regarding the improvements that are being recommended for Penman Road by the City of Jacksonville in January.

Public Comments Dave Hart, 1980 Penman Road, Neptune Beach, commented on the lighting on Penman Road. He mentioned all the lighting in Neptune Beach seems dark. He added that something needs to be done about the misuse of electric bicycles in the city. He also commended the Neptune Beach Police Department on their professionalism during a recent situation.

Thomas Gibbon, 1707 Forest Avenue, Neptune Beach, spoke regarding electric bicycles speeding in his area. He commented on the poor condition of the water fountains in Jarboe Park. He pointed out his property taxes had increased. He thought the Home stead Act stated they could not be increased more than three percent per year or CPI. His increased at least 13%. He stated that some of the increase is schools, but when you extract that, the millage rate must have increased. He questioned where the money is going.

Adjournment There being no further business, the Special Meeting adjourned at 6:19 p.m.

---

Elaine Brown, Mayor

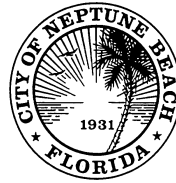


ATTEST:

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

Approved: \_\_\_\_\_

1



**MINUTES**  
**WORKSHOP CITY COUNCIL MEETING**  
**IMMEDIATELY FOLLOWING THE SPECIAL MEETING**  
**MONDAY, NOVEMBER 20, 2023, 6:19 P.M.**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, November 20, 2023, at 6:19 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance	<b>IN ATTENDANCE:</b> Mayor Elaine Brown Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger	<b>STAFF:</b> City Attorney Zachary Roth City Manager Richard Pike Community Development Director Heather Whitmore Public Works Director Deryle Calhoun Sergeant Liam Toal Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
------------	--	---

Call to Order/Roll Call	Mayor Brown called the workshop meeting to order at 6:19 p.m.
-------------------------	---

**CITY MANAGER REPORT**

City Manager Report	City Manager Richard Pike announced upcoming Christmas events: <ul style="list-style-type: none"> <li>• Christmas in the Park, Friday, December 1, 2023, 6:00 p.m.</li> <li>• Lighting of the Christmas Tree, Saturday, December 2, 2023, 6:00 p.m.</li> <li>• First Street Golf Cart Parade Saturday, December 9, 2023, 4:30 p.m.</li> <li>• Santa Ride Thru Town, Saturday, December 16, 2023, beginning at 9:00 a.m.</li> </ul>
---------------------	--

Police Dept. Report	Sergeant Liam Toal presented the Monthly Police Report.
---------------------	---

Mayor Comments	Mayor Brown reported there would be a town hall meeting regarding Penman Road in January.
----------------	---

**COUNCIL COMMENTS**

Council Comments	Councilor Key commented that everyone is aware of the e-bike issue. She pointed out that the Police Department has gone to the schools to educate students on e-bike regulations. The city has made efforts to regulate e-bikes as much as possible on the local level, which is prohibiting them on the beach. The state has preempted any other sort of regulations as they see them as bicycles not motorized vehicles. It would take lobbying in Tallahassee to make a significant change.
------------------	--

City Attorney Zachary Roth reported that three years ago, the law was changed to treat e-bikes the same as bicycles rather than as motorized vehicles. The legislature has prohibited municipalities from regulating their use on sidewalks. It was last year that municipalities were given back the right to prohibit e-bikes on the beach, which Neptune Beach did immediately. There is nothing the City, can do other than lobbying representatives.

Councilor Key suggested placing a QR code that could be scanned in places around Jarboe Park to report things they see that need attention.

Councilor Key also offered to speak to the citizen, [from the previous meeting], regarding the tax issue as there is information to share.

Mr. Roth clarified that the three percent cap is on assessed value and has nothing to do with the millage rate.

Councilor Key added that only 18 cents of every dollar stays in Neptune Beach. The rest is sent to COJ. Creative ways have been made to keep taxes in the City as well as opening up the Interlocal Agreement to retain more tax dollars.

Vice Mayor Chin commented that Penman Road is a City of Jacksonville Road. Anything that happens must be in coordination with them. It could also require the participation of Beaches Energy. He pointed out that the lighting could be brought up at the town hall meeting in January. When the master planning is done and actually doing the work on rehabilitating Penman Road, that would be a good time to switch out the lighting to something that is more illuminating

Councilor Messinger pointed out that the millage rate stayed the same as last year. The City does have creative funding in place, including paid parking. While the first three hours are free for residents, it is a significant monetary generator for those visiting the community, which goes to maintenance costs in the Beaches Town Center and other areas. When trying to generate new funding sources, we could do a better job of communicating that.

Adjournment

There being no further business, the workshop meeting adjourned at 6:24 p.m.

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

ATTEST:

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

Approved: \_\_\_\_\_

## City Manager Report

### Departmental Recaps-12/19/2023

Police Department *(See November 2023 Report)*

Community Development *(See 2023 Annual Report)*

#### IT Department

- Stage security equipment
- Prepare for fiber work on December 26th
- Review PCI compliance reports for global payments
- Review cyber insurance (FMIT policy)
- Prepare for LASO compliance with the Police Department
- Aid Public Works with ADS monitoring in the field and LTE connectivity
- Strategic planning for social media

#### Parks & Sustainability

- \$2,311,833 State Funding Request for culvert replacements at Bay St and Davis St will be sponsored by Sen Yarborough and Rep Michael in upcoming legislative session
- Grant contract for City Hall and Police Department generators executed by Florida Division of Emergency Management on 10/24
- First phase of Jarboe Park baseball field refurbishment has been completed. Temporary lighting to be installed in eastern part of the park
- Penman Road Special Workshop for Neptune Beach City Council set for January 16. Finalizing agenda with Clerk and then coordinating social media with IT
- \$32.4 million US Army Corps of Engineers Duval County Shore Protection Project awarded 12/18. Construction planned for March-October 2024

#### Human Resources

- Working with Abentras to finalize open enrollment selections and implement the new deductions into the payroll system.
- Continuing to work with the Finance team to clean up our HRIS/Payroll system to ensure a clean transfer when the time comes.
- Meeting the HCM Alliance regarding their offered services for HRIS/Payroll.
- Advertising the Lead Operator position in the PW department.
- Filling the open position of the Water/Wastewater Plants Division Chief, Troy King.
- Advertised for the open Cashier I position. We received 43 applications. The Finance team is currently reviewing to select the candidates to interview. The goal is to schedule interviews for the first week of January.
- Finalizing the PTO audit to ensure all employees will have a correct balance to reference beginning 2024.

- Identifying the necessary policies that need to be revised within the Employee Personnel Policy.

### City Clerk

- Accepted into the inaugural Florida Certified Professional Clerk Program (FCPC). The program consists of 20 months of continuous instruction (virtual and in-person). There will be 27 clerks participating.
- Submitted employee data to Abentras for processing of Form 1095. This insurance form is required for tax purposes.
- Preparing November minutes for inclusion in the January 2, 2024, agenda packet
- Successfully submitted the 2023 Tree City Application to Arbor Day Foundation. This information includes gathering hours and dollars spent on tree preservation. Neptune Beach was named Tree City for 2023 for the 23rd year.
- Submitted adopted ordinances to Municode for code updating. Will submit Floodplain Ordinance, if adopted on January 2, 2024, to complete the next supplement.
- Submitted annual Workers Comp audit information. Information includes annual gross salary for all employees. Data is uploaded to a sharefile link. This is used by FMIT to determine workers' comp premiums.

### Finance

1. FY 21-22 audit, nothing new has developed (The goal is to present financial to the City Council in the second meeting in January).
  - Working on:
    - ARPA requirements to execute Revenue Replacement against payroll expenses for FY 22-23.
    - Developing an official policy/procedure for write-off of uncollectible receivables.
      - Establish an Allowance for Uncollectable
    - Compiling receivables for government funds as of September 30, 2022
    - Continuing reconciling the clearing account. **(Reconciled)**
    - Reconciling AR for General Fund and Enterprise funds.
2. Budget for 2024-2025:
  - Want to start the Capital Budget process at the end of January.
    - Building improvements
    - Non building
    - Machinery and Equipment (if applicable)
3. Cleaning issues with TYLER for FY ending September 2023 and preparing for the FY 2022-23 Audit.

## Public Works

### (Updates in bold)

#### Water Consumptive Use Permit (CUP) and New Well 5

- Held progress meeting with consultant 11.08.23.
- **75% of design documents were provided by engineering consultant Kimley-Horn on 12.13.23; the opinion of probable cost is \$1.2M.**
- **90% design in January following additional, scheduled site investigatory work.**
- **Consumptive Use Permit (CUP) renewal work continues by Kimley-Horn.**

#### Water Plant and Grid

- Fire hydrant painting, flushing (annually), and flow testing (every five years for ISO certification with JFRD) are proceeding.
- Working to reestablish a backflow certification program and communication with residents.
- Lead service lines inventory
  - FDEP SRF loan application – additional information provided to FDEP.
  - **City personnel are performing the required field investigations and are on track to complete fieldwork between July and September 2024.**
  - **Final report to FDEP and communications with customers due October 2024. Saltus Engineering assisting.**
  - **Approximately 250 service lines have been inspected, and none have been found to be lead. Some galvanized have been found, which may or may not require replacement under the law.**

#### Wastewater Plant 2 Upgrades for Nitrogen Removal

- Engineer completed answering the latest round of contractor questions; bid opening delayed until 12.05.23.
- **Bid opening was delayed until 12.12.23. Staff and engineering consultant Dewberry are reviewing three submitted bids.**
- **Bids were \$7.6M, \$7.7M, and \$8.4M, well above expectations. Electrical improvement costs were significant.**

#### Wastewater Plant 1

- **Web-call held with FDEP on 12.05.23 regarding Warning Letter received following an on- site inspection. Plant improvement efforts were discussed. FDEP evaluating degree of permit violations and will assess financial penalties.**
- **Rental aeration equipment was procured to deliver more dissolved oxygen (DO) to the biological process. Inadequate DO is responsible for much of the poor treatment results. Consulting engineer Hazen and Sawyer has been requested to prepare a proposal for permanent aeration improvements.**
- **One bar screen has been returned to full operation. Second screen is inoperable due to drive shaft; awaiting quote for full factory rebuild and new screen. Cost will be significant.**

- **Grit removal equipment purchase order was issued in April 2023; expected delivery is early February 2024. Long equipment lead time is an issue in the industry.**

#### Wastewater Grid

- Redundant 3<sup>rd</sup> Street Crossing
  - **Geotechnical data and survey submitted to consulting engineer, J. Collins Engineering Associates.**
  - **50% design documents expected mid-January 2024.**
  - **Piggyback contractors will be solicited for award.**
- Existing 3<sup>rd</sup> Street pipe was cleaned and televised, large grease blockage found. Manholes in need of rehabilitation.
  - **Proposals from contractors are being evaluated for 19 manholes identified by staff for rehabilitation. Options range from \$120k to \$160k.**
- **Educational flyer on proper grease disposal was included in November water/sewer billing.**
- Lining of wastewater pipeline crossing 3<sup>rd</sup> at Myrtle completed. Discussing with contractor potential grouting of settlement in the road.
- Florida Blvd force main extension to plant – surveyor identified.
- State FDEP loan application is on hold by FDEP until the FY22 audit is completed; the next opportunity for consideration is February 2024.

#### Senate Bill 64

- FRWA leadership met with SB64 regarding expected costs to comply, with potential relief for smaller utilities.
- Annual report to FDEP on compliance progress submitted prior to 11.01.23 deadline.

#### Beach Access

- **South Street rebuild was completed in December.**
- **Lora Street will be next.**

#### Senior Center Improvements

- **Opening held 12.09.23.**
- **Contractor and CONB have reached an agreement on change orders. Contractor is gathering documentation as needed to support.**

#### Water Tower Repairs and Maintenance

- Contractor will work to some degree on weekends.
- **Subcontractor performing blasting and painting operations has caused delay. CONB and USG Water (prime contractor) are communicating on the issue. The schedule will likely slip from 12.31.23 to 01.29.24.**

#### City Hall Roof Replacement

- Substantial completion walk-through held 11.07.23. Minor items were identified and

subsequently corrected on 11.15.23.

- Building inspector passed the work product.
- **Project was closed out in early December.**

#### City Hall Refresh

- Meeting held with local architect for color selection.
- On-site meeting with consultant to identify source of water intrusion on 11.08.23. Inadequate caulking around exterior of windows suspected in part as a source.
- Current plan is to remove damaged drywall for further investigation/sealing of structure.
- Field meet with continuing services engineer on 11.16.23 to discuss stucco repair specifications for bid purposes; awaiting proposal for full project support.

#### Senior Center

- CDBG Contract 2023-2024                      \$48,000 APPROVED
- Event Stats YTD                                      331 Total Events
- Services Delivered YTD                              237 Unduplicated Individuals
- Day Trips    March 2024 (More being developed)
- Fundraisers    YTD \$11,200+
- Soft Opening with classes                              December 4, 2023
- December Event Occurrences                              128
- Open House    Saturday, December 9, 2023, 3p-5p; 150+Attendees
- Open House all Food, Refreshments, and Decorations were donated by area organizations
- Developing extensive schedule                              January 2024-September 2024
- Center will be closed Dec. 25-Jan.1; Historically target population does not participate and instructors are unavailable.





NEPTUNE BEACH  
***POLICE DEPARTMENT***

**MICHAEL J. KEY JR., CHIEF OF POLICE**

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

**HAPPY  
THANKS  
GIVING**

**VETERANS DAY**  
HONORING ALL WHO SERVED

**Monthly Report**  
**November 2023**

# Chief's Message

*The holiday season is in full-swing and so is our police department. The month of November is typically busy due to special events as well as regulatory/compliance year-end tasks and this year is no different. Thankfully, due to the dedicated staff who do an unbelievable job at accomplishing so many great things, we are on track to finish this year off strong. As Thanksgiving came and went, it allowed us an opportunity to reflect on how thankful we are for so many blessings. We enjoy the support of our community, our ranks are filled with talented and devoted public servants, and the future of Neptune Beach looks bright!*

*Chief Michael J. Key Jr.*

## Departmental Activities

- A Chief's Walk in the First St. neighborhood between Orange St. & Cedar St. occurred on November 29th with great success. Numerous residents expressed gratitude for our quick response times and community-focused approach to policing. As expected, e-bikes were a topic of conversation by many. To date, we have dedicated over 30 hours specifically conducting enhanced traffic enforcement details resulting in citations, written & verbal warnings, and an opportunity to educate the public. We've visited local schools and have plans to continue those enforcement campaigns to curb any dangerous behavior. New e-bike signage has also been designed and will soon be erected on First St. to provide education of the law.
- Zimhi, a new injectable form of an opioid blocker has arrived, and we are now transitioning into an implementation phase of the project. This includes policy revisions, training, and deployment. Zimhi is just yet another tool we will soon use to combat overdose deaths. Through a partnership with the Department of Health, the product was obtained at zero-cost to taxpayers.
- Our highly successful 'Holiday Package Delivery Program' kicked off, with a goal of protecting resident's deliveries and an attempt to prevent would-be 'porch pirates' from stealing your holiday cheer. To take advantage of this program:
  - Be a resident of Neptune Beach
  - Have your package sent to our Police Headquarters, 200 Lemon St. Neptune Beach, FL 32266
  - Present a valid Florida DL/ID card upon picking up your package.
  - Retrieve your package between the hours of 6am to 6pm
  - The program runs from 11/29/2023 to 12/23/2023
- The hiring process for several new hires to fill Police Officer vacancies are wrapping up, with an expected start date for orientation in the first weeks of January 2024. We are excited to add skilled, engaged, and committed members to our agency. More on that next month!

- Veterans Day 2023 allowed us an opportunity to thank each of our veterans currently serving within our agency. We appreciate and highly respect those who stood up and made the decision to defend our freedoms. For that, we are deeply and profoundly thankful. Active agency veterans include:
  - Ofc. Haines – US Coast Guard
  - Ofc. Kramer – US Army
  - Ofc. Richardson – US Marine Corps
  - Ofc. Jensen – US Coast Guard
  - Sgt. Torres – US Navy
  - Sgt. Kamppi – US Coast Guard
  - Cdr. Snyder – US Navy
- Plans to renovate the NBPD’s gun range kicked off with a \$25k grant award from the DEA. Upgrades include repair or replacement of a lean-to shade structure, target system and other features.
- Two more in-car camera/LPR units were successfully integrated into the fleet, which are part of a two-year project that also includes implementing several body-worn cameras (BWC). The BWC units are currently in a provisioning phase, which kicked off this month. Both infrastructure and policy build outs are currently taking place simultaneously. A test and experiment phase will follow once issued in the field to officers.
- Pete’s Thanksgiving Day event went off without any significant incidents or issues. The event saw a record number of attendees. Planning for large events like this takes a significant amount of staff’s time, in addition to assuring adherence to best-practices. This includes the preparation of an Incident Action Plan (IAP) in accordance with FEMA’s guidelines. This year, we incorporated hostile-vehicle mitigation devices provided by the Duval County Emergency Preparedness and Homeland Security Division. These small, relatively unnoticeable devices prevent vehicles from entering the event space.
- **Employee Spotlight:**

Officer Griffin led a theft investigation which ultimately resulted in a successful felony arrest. Officer Griffin worked side-by-side with our Detectives to issue area-wide bulletins, identify the suspect, and sought a felony warrant which led to the suspect’s arrest on November 22. The same suspect was arrested by the JBPD for similar crimes in their jurisdiction as well. His perseverance and devotion to ensuring that justice was served is commendable and does not go unnoticed.

## Special Events & Community Outreach

### Past:

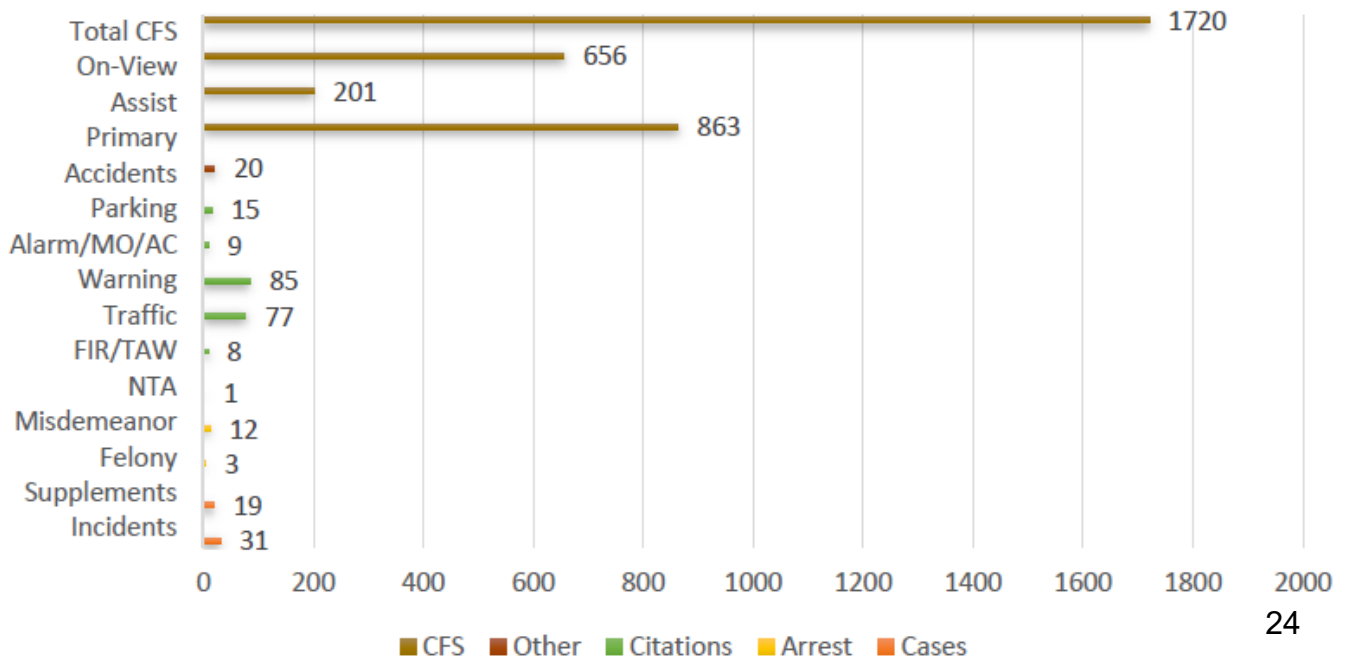
- 11/01 No Empty Stocking kickoff.
- 11/29 Chiefs Walk
- 11/13 Santa Wishlist Kickoff
- 11/23 Pete's Thanksgiving Party & Turkey Trot (AB)
- 12/01 Christmas in the Park
- 12/02 Christmas tree Lighting  
*(cancelled due to bad weather)*
- 12/09 1st Street Christmas Parade

### Upcoming:

- 12/16 Santa thru Town & Pete's 90th Anniversary

## Officer Activity

### NOVEMBER ACTIVITY





# Incident Summary

## HIGHEST OFFENSE TYPE

	Total
AUTO THEFT	1
BURGLARY RELATED	1
BURGLARY/RESIDENCE	2
CRIMINAL MISCHIEF/BUSINESS	1
DRUGS	1
FORGERY	1
GRAND THEFT/BUSINESS	1
INFORMATION	2
INFORMATION/PROPERTY	3
PETIT THEFT/BUSINESS	2
PETIT THEFT/NONBUSINESS	3
RESISTING/OBSTRUCTING	2
SIMPLE ASSAULT/BATTERY	2
TRAFFIC/DWI	1
TRAFFIC/NOT DWI	2
TRESPASSING	1
<b>Total</b>	<b>26</b>

## CLEARANCE STATUS

	Total
CASE NOT CLEARED	2 8%
CASE SUSPENDED	7 27%
CLEARED BY ARREST	11 42%
INFORMATION REPORT CLOSED	5 19%
NOTICE TO APPEAR	1 4%
<b>Total</b>	<b>26</b> 100%

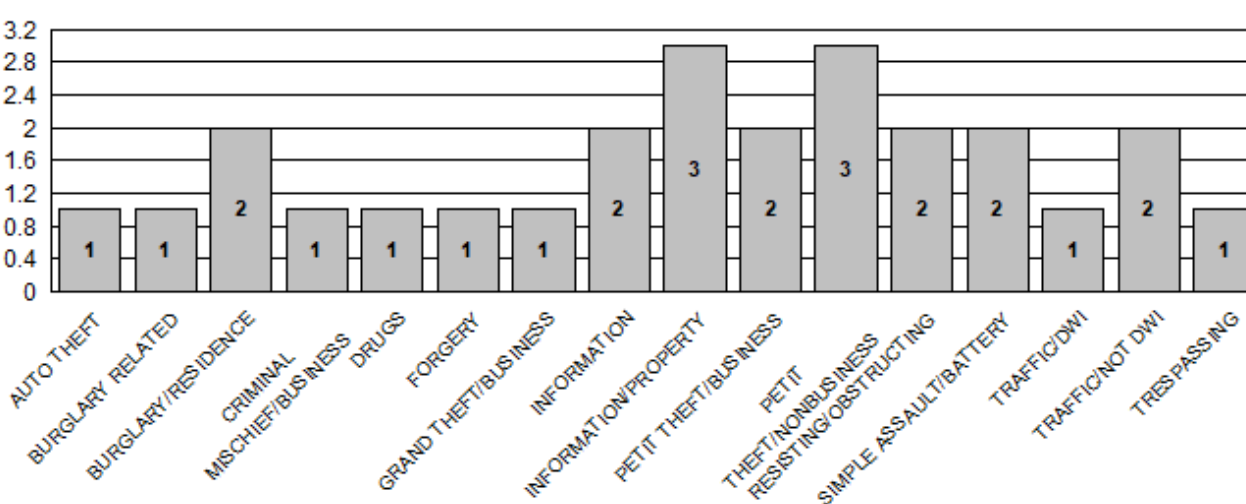
## INCIDENTS BY DAY

	Total
SUN	4
MON	3
TUE	3
WED	4
THU	4
FRI	4
SAT	4
<b>Total</b>	<b>26</b>

## INCIDENTS BY HOUR

	Total
0	1
1	2
2	2
3	1
4	1
8	2
9	1
10	1
11	2
12	2
14	1
16	1
17	2
19	3
20	3
23	1
<b>Total</b>	<b>26</b>

## INCIDENT TYPE





# Noteworthy Incidents

Notice: The people shown have been arrested but have not been found guilty of a crime in a court of law. For case dispositions, court dates, or for detailed information on criminal and civil court cases, visit the Duval County Clerk of Courts website



## Simple Assault/Battery- Battery

202380231287, 101 Margaret St, SAT 11/18/2023 2030 - SAT 11/18/2023 2034

- Suspect: Matthew Ross Patania (WM, DOB: 01/28/1975)



202380231308, 221 Myrtle St, FRI 11/24/2023 1958 - FRI 11/24/2023 2012

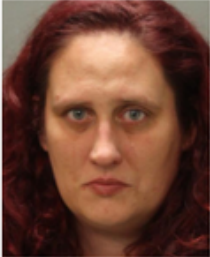
- Suspect: Andrew Slocum Capper (WM, DOB: 12/23/1997)



## Petit Theft/Business

202380231303, 999 Cabo Blanco Ave, WED 11/22/2023 2030 - WED 11/22/2023 2035

- Suspect: Jacklyn Lee Villalona (WF, DOB: 08/23/1989)



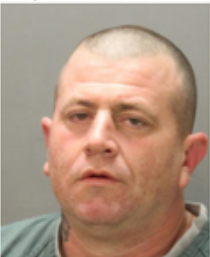
## Burglary Related- Possession of Burglary Tools

202380231312, 500 Atlantic Blvd, SUN 11/26/2023 0253 - SUN 11/26/2023 0300

- Suspect: Joseph Michael Santamauro (WM Hispanic, DOB: 02/02/1972)



- Suspect: Jonathan Lee Curtis (WM, DOB: 12/18/1978)



## Auto Theft- Theft of Motor Vehicle

202380231316, 1401 Atlantic Blvd, TUE 11/28/2023 0048 - TUE 11/28/2023 0055

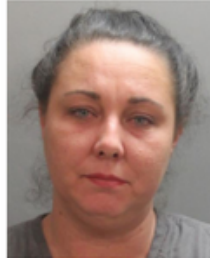
- Suspect: Harley Wayne Monroe (WM, DOB: 05/30/1984)



## Traffic/DWI- DUI (Alcohol)

202380231327, 1209 Atlantic Blvd, THU 11/30/2023 1920 - THU 11/30/2023 1924

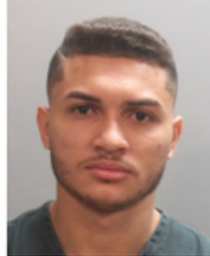
- Suspect: Brooke Anne McCulloch (WF, DOB: 01/12/1989)



## Drugs- Possess Over 20 Grams of Marijuana

202380231274, 200 Davis St, SAT 11/11/2023 2324 - SUN 11/12/2023 0000

- Suspect: Murilo Pereira Lopes (WM Hispanic, DOB: 01/16/2003)



Building Activity October 1, 2023 to September 30, 2024						
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done	
Oct-23	97	54	202	22,747.07	1,815,941	
Nov-23	67	64	145	21240.24	2,137,749	
Dec-23						
Jan-23						
Feb-23						
Mar-23						
Apr-23						
May-23						
Jun-23						
Jul-23						
Aug-23						
Sep-23						
<b>Totals</b>	164	118	347	\$43,987.31	\$3,953,690	

Building Activity October 1, 2022 to September 30, 2023						
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done	
Oct-22	91	85	205	\$30,369.43	\$2,390,976	
Nov-22	139	87	215	\$38,808.51	\$4,625,038	
Dec-22						
Jan-23						
Feb-23						
Mar-23						
Apr-23						
May-23						
Jun-23						
Jul-23						
Aug-23						
Sep-23						
<b>Totals</b>	230	172	420	\$69,177.94	\$7,016,014	
<b>Difference</b>	66	54	73	\$25,190.63	\$3,062,324	

# Community Development 2023 Annual Report

## Building

Building Activity January 1, 2023 to December 18, 2023				
# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
1160	762	2058	\$265,862.11	\$24,172,663
Building Activity January 1, 2022 to December 30, 2022				
# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
1362	974	2320	\$401,085.43	\$38,907,992
202	212	262	\$135,223.32	\$14,735,329

## Code Enforcement

2023: 283 Code Enforcement Cases

2022: 225 Code Enforcement Cases

## Planning and Zoning Cases

2023 # Variances: 11

2022 # Variances: 9

2023 # Special Exceptions: 2

2022 # Special Exceptions: 1

2023 # Development Orders: 2

2022 # Development Orders: 0

## 2023 Legislation/Major Projects

Five-year FEMA Community Rating System (CRS) update

Update LDC Table 27-239 Development Floor Area Ratio (FAR) standards

Update LDC 27-241 Landscape buffer adjacent to residential

Update LDC Sec 27-335 Parking, storage or use of major recreational equipment.

Update LDC Sec 27-336. Parking of heavy commercial vehicles in residential districts

Update LDC Sec. 27-239 -Duplex Standards in the R-4

LDC Sec 27-541 Parking Fee in Lieu

Update to Floodplain Ordinance Chapter 30







	\$50.85
--	---------

Short Term Rentals	
11/6/2023	While at Conference obtained info on best management of Short-term rental
11/14/2023	Researched jurisdiction and how they handled short term rentals

Floodplain Related	

Elevation Certificate											
Date	Permit #	Address #	Street			BFE	EC,B9+1	EC,C2 a)	EC,C2 d)	FC,C2 e)	Fee
Total Elevation Certificates reviewed this month										Total	0.00

Code Complaints				
11/1/2023	2023113	1411 Neptune Grove Dr E	RV & Boat in driveway	Hand Delievered notice to remove
11/1/2023	2023111	700 Pemman RD	RV in Front of House	Preparing to send notice to remove
11/1/2023	2023109	733 Magnolia St	RV in Front of House	Preparing to send notice to remove
11/1/2023	2023110	832 Lincoln Rd	Boat in front of house	Preparing to send notice to remove
11/21/2023		705 Neptune Ln	Commercial trailer	Commercial trailer has been moved
11/20/2023		Research on SS163.045 Tree Statute		
11/20/2023		Had Luke investigate possible road damage due to contractors.		
11/20/2023	2023118	4 address with road damage		PW investigated unfounded
11/22/2023		101 Florida	ad damage due to construction	PW investigated unfounded
11/27/2023	2023078	2038 Cherokee Dr	Tall Grass, Damanged fence, over grown rear yard, railing missing 2nd floor, roof damage, van & storage trailer in driveway expired tag	

Water Supply /With PW				
Date				

Fire Investigation				
Date	Address	Street	Loss	Time Spent

# First St

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
1	5/30/23	2104 1st St	3-BR	no Airbnb/ Vrbo not found	no Airbnb/ Min stay 28 days
17	5/30/23	320 1st St	1-BR	28 day	28 day
23	5/30/23	2112 1st St	1-BR	10/28/23 29 night	12/10/23 29 night
	11/29/23	2114 1st st	1-BR		12/20/23 min stay 29 night
43	7/31/23	1406 First St	2-BR/3-Beds	not live	not live
45	7/31/23	909 1st St	1-BR	not live	not live
50	7/31/23	828 1st St	2-BR	not live	not live
62	7/31/23	301 1st St	2-BR	Not Live	Not Live
68	8/24/23	2114 First St		29 night	29 night

# Second Street

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
27	5/30/23	301 2nd St (4-Units)	2-BR	Airbnb 200 night min	Airbnb 200 night min
47	7/31/23	708 2nd St	2-BR	No dates available thru Jan 2025	No dates available thru Oct 2025
52	7/31/23	1105 2ND St	3-BR	not live	not live
54	7/31/23	802 2nd St	1-BR	No airbnb available for yr/no Vrbo	No airbnb available for yr/no Vrbo

65	7/31/23	611 2nd St	4-BR	not live	not live

## Third Street

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
28	5/30/23	2010 3rd St	1-BR	not live	not live

## Fourth Street

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
14	7/31/23	1515 4th St	4-BR	Airbnb 28 day	Airbnb 28 day
75	9/27/23	1905 4TH St	2-BR	new listing not available thru Aug 2025	not available thru Aug 2025

## Oak Street

---

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
3	5/30/23	317 Oak St	2-BR	not Live	not Live
34	5/30/23	212 Oak	2-BR	Airbnb 28 day	Airbnb 28 day
	11/29/23	214 Oak (listed under 212)	2-BR		Airbnb 28 day

## Margaret Street

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
8	5/30/23	411 Margaret St	2-BR/2-Beds	28 day	28 day
10	5/30/23	208 Margaret St	3-BR/3-Bed	28 day	12/3/23- 28 min stay
35	5/30/23	404 Margaret St Unit 1	2-BR/3-Beds	Airbnb 28 day	Airbnb 28 day
36	5/30/23	404 Margaret St Unit 2	2-BR/3-Beds	Airbnb 28 day	Allowed 1 night stay
37	5/30/23	404 Margaret St Unit 3	2-BR/3-Beds	Airbnb 28 day	12/12/23 28 night min
38	5/30/23	404 Margaret St Unit 4	2-BR/3-Beds	Airbnb 28 day	12/1/23 28 night min
46	7/31/23	210 Margaret St	3-BR	not live	not live
69	8/24/23	541 Margaret St	3-BR	not live	not live

# Oleander Street

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
9	5/30/23	234 Oleander St	2-BR	Airbnb 28 day	4/9/24 28 nights
15	5/30/23	239 Oleander St	3-BR	Not Live	Not Live
31	7/31/23	111 Oleander St	4-BR/5-Beds	no Airbn/ Vrbo not found	no Airbn/ Vrbo not found
44	7/31/23	231 & 233 Oleander	4-BR	airbnb popup 3-night min	airbnb popup 4-night min
59	7/31/23	215 Oleander St	1-BR/	Vrbo not verifiable/no AIRBNB	Vrbo not verifiable/no AIRBNB

# Magnolia Street

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
6	5/30/23	222 Magnolia St	4-BR	Airbnb 28 day	Airbnb 28 day
73	9/27/23	317 Magnolia St (#319)	2-BR/2-Beds	new listing 28 day	1/14/24 28night min

# Myra Street



	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
12	7/31/23	415 Myra St	3-BR/3-Beds	Airbnb 28 day	1/12/23 28 night min

## Ocean Front

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
19	5/30/23	1320 Ocean Front	2-BR	Min stay 30 Nights	Min stay 30 Nights
20	5/30/23	728 Ocean Front	3-BR	no dates available thru 2025	no dates available thru 2025
76	9/27/23	2002 Ocean Front	3-BR	new listing not live	new listing not live

## Florida Blvd

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
4	5/30/23	2013 or 15 Florida Blvd	2-BR	Airbnb 28 day	4/1/24 28 night min stay

13	5/30/23	224 Florida lvd	2-BR	10/27/23 Airbnb post 21 night min	5/25/24 Airbnb post 21 night min
41	5/30/23	1300 Florida Blvd 2-units	1-BR/1BR	not live	not live

## Davis St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
22	5/30/23	264 Davis St	3-BR	Vrbo not verifiable/no AIRBNB	Vrbo not verifiable/no AIRBNB
24	5/30/23	214 Davis St	4-BR	No Booking dates available thru Dec 2024	April 13, 2024, 28 nights

## Strand St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
30	5/30/23	1632 Strand	2-BR	Airbnb 28 day	1/1/24 28 night min
53	7/31/23	1515 Strand St	1-BR	not live	not live

## Penman Rd.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
7	5/30/23	2000 Penman Rd	4-BR/5-Beds	no Airbnb / Vrbo 28 day	no Airbnb / Vrbo no posting min stay

## Oceanwood Dr.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
21	5/30/23	1116 S Oceanwood Dr S	3-BR	Not live	Not live
25	5/30/23	1108 Oceanwood Dr s	4-BR	Airbnb 28 day	Airbnb 28 day
56	7/31/23	425 OceaNWOOD Dr	3-BR	NotLive	NotLive

## Walnut St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
11	5/30/23	110 Walnut St	3-BR/3-Beds	28 day	12/1/23 28 night min
72	8/28/23	216 Walnut St	2-BR	Not Live	Not Live

## Seagate Ave

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
16	5/30/23	336 Seagate Ave	2-BR	Airbnb 28 day	Airbnb 28 day
63	7/31/23	1100 Seagate Ave APT		Airbnb 6 night / no aval thru 2025 Apt Complex verify old	Airbnb 6 night / no aval thru 2025 Apt Complex verify old

## Arcacia Rd.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
18	5/30/23	2116 Acacia Rd	3-BR	no dates avalible thru jan 2025	no dates avalible thru jan 2025

## South St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
29	5/30/23	212 South St	2-BR	Vrbo not verifiable/no AIRBNB	Vrbo not verifiable/no AIRBNB

33	5/30/23	536 South	3-BR	Vrbo not verifiable/no AIRBNB	Vrbo not verifiable/no AIRBNB
26	5/30/23	205 South St	2-BR	Not Live	Not Live

## North St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
48	7/31/23	225 North Unit 223	2-BR	not live	not live
66	7/312/23	229 North St	3-BR	Not Live	Not Live

## Lora St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
40	5/30/23	513 Lora St	2-BR	28 day	Picked 4/1/24 posted 28 day
42	7/31/23	225 Lora St	1-BR	Pop up 3 night minimum, Spoke to Owner, in process of shutting down going to long term lease	Slected April 10, 2024 28 night min

## Cedar St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
39	5/30/23	240 Cedar (Unit 633)	2-BR	Vrbo not verifiable/no AIRBNB	Vrbo not verifiable/no AIRBNB
30	5/30/23	205 South St	?		

## Azalea PlSt.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
55	7/31/23	107 Azalea Pl	4-BR	Vrbo not verifiable/no AIRBNB	Vrbo not verifiable/no AIRBNB

## Hamlet Ln E

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
57	7/31/23	1132 Hamlet Ln E	3-BR	not live	not live

## Sandpiper Pt.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
58	7/31/23	2037 Sandpiper Pt	1-BR	no dates avalible thru jan 2025	no dates avalible thru jan 2025
2	5/30/23	2032 Sandpiper Pt	4 BR/8-Beds	10/30/23 Popup Airbnb 2 night min	12/1/23 Popup Airbnb 2 night min

## Hopkins St.

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
61	7/31/23	106 Hopkins St	2-BR	Not Live	Not Live

## Hagler Dr

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
70	8/28/23	1118 Hagler Dr	5-BR/5-Beds	Vrbo not verifiable/ no airbnb	Vrbo not verifiable/ no airbnb

## Atlantic Blvd

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
60	7/31/23	1401 Atlantic HOTEL		Hotel not open/not live	Hotel not open/not live

## Marsh Point Rd

	Date	Address	Number of Bedrooms	10/26/2023	11/29/2023
67	8/24/23	2216 Marsh Point Rd	1-BR	not live	not live

## Bay Rd

	<b>Date</b>	<b>Address</b>	<b>Number of Bedrooms</b>	<b>10/26/2023</b>	<b>11/29/2023</b>
77	9/27/23	<b>307 Bay St</b>	<b>2-BR</b>	new listing not live	new listing not live

Based on the November report there are 72 known Short Term Rentals in the city, 4 units that are violating the 28 night minimum stay.

Within the 72 Short Term Rental units there are 168 beds identified.



November 6-9, 2023 Attended Fire Marshal Conference in Gainesville FL



**Agenda Item #8A  
Floodplain Ordinance**

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

<b>AGENDA ITEM:</b>	Chapter 30: Floodplains Code Update Workshop and Associated LDC updates
<b>SUBMITTED BY:</b>	Heather Whitmore, AICP, Community Development Director
<b>DATE:</b>	October 27, 2023
<b>BACKGROUND:</b>	<p>The purpose of this ordinance update is to comply with The National Flood Insurance Program's (NFIP) Community Rating System (CRS) Class 8 minimum standards and Florida Department of Environmental Management (FDEM) model code minimum standards.</p> <p>The following outline highlights all pending code revisions required by FDEM:</p> <ol style="list-style-type: none"> <li>1. LDC Chapter 27 Article I: Section 27-15 "Definitions"             <ol style="list-style-type: none"> <li>a. Remove all flood hazard regulatory definitions</li> </ol> </li> <li>2. LDC Chapter 27 Article III "Administrative and Enforcement Procedures": Division 8. Variances: Section 27-150 and 27-151             <ol style="list-style-type: none"> <li>a. Remove Section 27-150 "Special provisions for variances and appeals regarding floodplain regulations" to be relocated to Chapter 30 Floodplains</li> <li>b. Remove Section 27-151 "Special provisions where floodplain variances are sought for historically significant properties"</li> </ol> </li> <li>3. Chapter 30 Floodplains: Article I             <ol style="list-style-type: none"> <li>a. Section 30-2. "Definitions"                 <ol style="list-style-type: none"> <li>i. Insert all required flood hazard regulatory definitions, removed from LDC Section 27-15 "Definitions"</li> </ol> </li> <li>b. Section 30-6 (c). "Site plans and construction documents." –                 <ol style="list-style-type: none"> <li>i. Increase base flood elevation in areas without an established base flood elevation from 2 feet to 3 feet above highest grade</li> </ol> </li> <li>c. Section 30-6 (d). "Site plans and construction documents."                 <ol style="list-style-type: none"> <li>i. Clarify when additional analysis and certifications are required in V-zones/Coastal High Hazard Areas</li> </ol> </li> <li>d. Section 30-8 "Variances and appeals." <span style="float: right;">46</span></li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>i. Insert relocated “Special provisions for variances and appeals regarding floodplain regulations” from LDC Section 27-150</li> <li>ii. Insert “Special provisions where floodplain variances are sought for historically significant properties” from LDC Section 27-151</li> <li>e. Section 30-10: “Building and structures.” <ul style="list-style-type: none"> <li>i. State that manufactured homes are not permitted in the Special Flood Hazard Area (SFHA)</li> <li>ii. Manufactured homes are not permitted in Neptune Beach</li> </ul> </li> <li>f. General <ul style="list-style-type: none"> <li>i. Remove all references to floodway because Neptune Beach does not have any regulatory floodways</li> </ul> </li> </ul>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Ordinance No. 2023-11 was approved on First Read on November 6, 2023
<b>ATTACHMENT:</b>	<ol style="list-style-type: none"> <li>1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes.</li> <li>2. Ordinance 2023-04 with Ex A.  Revised LDC Chapter 27 Unified Land Development Regulations  Article I: Section 27-15 “Definitions” , Strikethrough and Underline  Revised Chapter 27 - Unified Land Development Regulations  Article III “Administrative and Enforcement Procedures”: Division 8.  Variances: Section 27-150 and 27-151, Strikethrough and Underline  Revised Chapter 30: Floodplains, Strikethrough and Underline</li> </ol>



# Business Impact Estimate

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

*Ordinance 2023-11*

*Amending Chapter 30: Floodplains Code Update Workshop and Associated LDC updates*

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

---

<sup>1</sup> See Section 166.041(4)(c), *Florida Statutes*.

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

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

*The proposed ordinance revises Chapter 30 "Floodplains" and Chapter 27 "Definitions" and "Variances" by:*

*- Satisfying the National Flood Insurance Program and State prerequisites and clarify that installation of manufactured homes is not permitted to maintain the current CRS rating of Class 8, as well as to make other changes recommended by consultants for the Florida Department of Emergency Management office of Floodplain Management, certain revisions are necessary to the City's Code of Ordinances*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

*(a) Businesses located in the Special Flood Hazard Area that purchase NFIP flood insurance policies will be eligible for premium discounts. The City of Neptune Beach is making citizens and businesses that purchase NFIP flood insurance policies eligible for premium discounts by participation in the National Flood Insurance Program and participation in the NFIP's Community Rating System, and by exceeding the minimum program requirements and achieved a CRS rating of Class 8.*

*(b) None*

*(c) None.*

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

*All businesses in the incorporated City limits located in a Special Flood Hazard Area. All future business to be located in the Special Flood Hazard Area. The exact number of businesses is unknown.*

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

*The provisions of this ordinance are not mandatory and therefore will only impact businesses who seek to avail themselves of NFIP flood insurance policies that are eligible for premium discounts.*

INTRODUCED BY:  
MAYOR BROWN



ORDINANCE NO. 2023-11

**A BILL TO BE ENTITLED**

**AN ORDINANCE BY THE CITY OF NEPTUNE BEACH AMENDING PART II - CODE OF ORDINANCES CHAPTER 27 - UNIFIED LAND DEVELOPMENT REGULATIONS ARTICLE I. GENERAL. DEFINITIONS, ARTICLE III. - ADMINISTRATIVE AND ENFORCEMENT PROCEDURES DIVISION 8. VARIANCES, AND CHAPTER 30 FLOODPLAINS; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

**WHEREAS**, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations and land use plans to ensure their health, safety and welfare; and

**WHEREAS**, the City of Neptune Beach, Florida previously enacted Chapter 27 Unified Land Development Regulations and Code of Ordinances, of the City of Neptune Beach and;

**WHEREAS**, the City of Neptune Beach, Florida previously enacted Chapter 30 Floodplains Code of Ordinances, of the City of Neptune Beach and;

**WHEREAS**, the City of Neptune Beach participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 8, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

**WHEREAS**, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

**WHEREAS**, to satisfy the prerequisite and clarify that installation of manufactured homes is not permitted to maintain the current CRS rating, as well as to make other changes recommended by consultants for the Florida Department of Emergency

Management office of Floodplain Management, certain revisions are necessary to the City’s Code of Ordinances.

**WHEREAS**, proper notice has been given of the public hearings of this proposed ordinance and of the public hearings in the City Council Chambers; and

**WHEREAS**, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

**WHEREAS**, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida and that it advances a significant and important governmental interest; and

**WHEREAS**, in particular, the City Council of the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to amend the language contained in the attached “**EXHIBIT A**”.

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

**SECTION 1.** Chapter 27 Unified Land Development Regulations, Chapter 30 Floodplains and the additional aforementioned chapters of the Code of Ordinances of the City of Neptune Beach is hereby revised as provided on “**EXHIBIT A**”.

**SECTION 2.** Severability. If any section, sentence, clause, phrase, or word of this Ordinance or “**EXHIBIT A**” is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance or “**EXHIBIT A**”, and it shall be construed to be the legislative intent to pass this Ordinance or “**EXHIBIT A**” without such unconstitutional, invalid or inoperative part therein.

**SECTION 3.** Repeal of Laws in Conflict. All local laws and ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of any conflict.

**SECTION 4.** Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council.

**VOTE RESULTS OF FIRST READING:**

Mayor Elaine Brown	YES
Vice Mayor Kerry Chin	YES
Councilor Josh Messinger	ABSENT
Councilor Lauren Key	YES
Councilor Nia Livingston	YES



Passed on First Reading this 6<sup>th</sup> day of November, 2023.

**SECOND AND FINAL READING SCHEDULED FOR JANUARY 2, 2024**

---

## Sec. 27-15. Definitions.

For the purpose of this Code, certain terms and phrases are defined. Where words or terms are not defined, they shall have their ordinarily accepted meanings or such as the context may imply. Words and phrases that apply to more than one (1) article or division are defined below and shall have the meaning ascribed to them, except where the context clearly indicates a different meaning:

*Abut* means to physically touch or border upon; or to share a common property line.

*Access* means an approach or entry to or exit from a property.

*Accessory structure* means a subordinate structure customarily incidental to and located upon the same lot occupied by a principal structure, to include, but not limited to, gazebos, permanent storage buildings, noncommercial greenhouses, detached garages, playhouses, and other buildings not designed or intended for habitation such as satellite dish, radio, or television antennae, swimming pool, hot tub, and similar structure, and fences, walls and hedges.

*Accessory use* means a use of land or of a structure or portion thereof customarily incidental and subordinate to the principal use of the land or of the structure and located on the same parcel with the principal use.

*Accessway* means a public or private roadway, providing access onto a right-of-way (ROW) with a paved street, such as a public or private street, driveway, or alley.

*Addition* means an extension or increase in floor area or height of a building or structure beyond the existing building envelope.

*Adjacent* means being separated by a common border, or by a road, street or natural feature, but otherwise visually and/or physically connected.

*Adult arcade amusement center* means a business: (1) that is located on the "premises" of a facility that is licensed by the State of Florida pursuant to F.S. Ch. 550; (2) that operates adult arcade amusement machines; and (3) that is licensed under this chapter.

*Adult congregate living facility (ACLF)* means a type of residential care facility as defined in F.S. Ch. 400, Pt. II.

*Adult day care* means a licensed facility as defined in F.S. Ch. 400, Pt. IV.

*Adult entertainment and service* means any establishment or business operated for commercial gain that profits from the delivery of nude or semi-nude entertainment as defined in section 4-26.

*Aggrieved or adversely affected person* means any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment, or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons. The term includes the owner, developer, or applicant for a development approval.

*Agricultural stands* means either tents (including canopies) or mobile units, including trailers, for the sale of unprocessed agricultural products, to include fresh fruits and vegetables, including legumes.

*Aisle* means the accessway by which cars enter and depart parking spaces.

*Alcoholic beverages* include, beer and malt beverages, wine, and liquor, as defined by F.S. Chs. 563, 564 and 565, respectively.

*Alley* means a special type of street that provides a secondary means of access to lots (section 27-476).

---

*Alteration* means any change in size, shape, character or use of a building or structure, or any change in the electric, plumbing, heating/ventilation/air conditioning (HVAC), or gas systems.

*Alteration, major of a historically significant structure* means work that will change the original appearance of a historically significant building or structure located within a historic district, as defined in this article, including, but not limited to, the following:

- (1) Installation or removal of metal awnings or metal canopies.
- (2) Installation or removal of all decks or porches above the first-floor level.
- (3) Installation or removal of all decks or porches that face public rights-of-way.
- (4) Installation of an exterior door or door frame, or the infill of an existing exterior door opening.
- (5) Installation or removal of any exterior wall, including the enclosure of any porch or other outdoor area with any material other than insect screening.
- (6) The installation or relocation of wood, chain-link, masonry (garden walls) or wrought iron fencing, or the removal of masonry (garden walls) or wrought iron fencing.
- (7) The installation or removal of all fire escapes, exterior stairs or ramps for persons with disabilities.
- (8) Painting unpainted masonry including stone, brick, terra-cotta, and concrete.
- (9) Installation or removal of railings or other wood wrought iron or masonry detailing.
- (10) Abrasive cleaning of exterior walls.
- (11) Installation of new roofing materials, or removal of existing roofing materials.
- (12) Installation or removal of security grilles, except that in no case shall permission to install such grilles be completely denied.
- (13) Installation of new exterior siding materials, or removal of existing exterior siding materials.
- (14) Installation or removal of exterior skylights.
- (15) Installation of exterior screen windows or exterior screen doors.
- (16) Installation of an exterior window or window frame or the infill of an existing exterior window opening.

*Alteration, minor of a historic structure* means work that is not ordinary maintenance as defined in this article but that will not result in a change to the original appearance, as defined in this article.

~~*Alteration of a watercourse* means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, slow, restrict, or change the direction and/or velocity of the riverine flow of water during conditions of the base flood (Ref. 27-519).~~

*Amenity* means a natural, historic or manmade feature which enhances or makes more attractive or satisfying a particular property.

*Animated sign* means any sign or part of a sign, including the advertising message, which changes physical position by any means of movement.

~~*Appeal* means a request for a review of the floodplain administrator's interpretation of any provision of this chapter or of chapter 30, or a request for a floodplain variance. Appeals of other~~ administrative, legislative, and quasi-judicial decisions are addressed in division 7 of article III of chapter 27.

*Art project* means a mural, illustration, painting or sculpture that is approved by the city council as art that enhances the commercial district.

---

~~ASCE 24. A standard titled "Flood Resistant Design and Construction" that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.~~

*Attenuation* means the reduction of post-development stormwater characteristics to the historical pre-development levels for peak discharge rate and volume (article XII).

*Automatic changeable message device* means any sign, which through a mechanical, electrical, solar, or other power source is capable of delivering messages, which rotate or appear to rotate, change or move at any time and in any way, including tri-vision or any multi-prism sign faces.

*Awning or canopy* means any shelter, supported partially or entirely from the exterior wall of a building.

*Balcony* means a platform that projects from the wall of a building and is enclosed by a parapet or railing.

*Bar, saloon, or tavern* means any establishment devoted primarily to the sale and on-premises consumption of malt, vinous or other alcoholic beverages.

~~*Base flood* means the flood having a one (1) percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.~~

~~*Base flood elevation.* The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]~~

~~*Basement* means that portion of a building having its floor below ground level on all sides.~~

*Bed and breakfast* means a commercial establishment housed in a building or part thereof, other than a motel or hotel, that offers overnight accommodations and a breakfast for a daily charge and which also serves as the primary residence of the operator or owner.

*Bikeway (section 27-476)* means any transportation facility which is specifically designated for bicycle use, whether or not such facility is designated for the exclusive use of bicyclists or is to be shared with other vehicles.

*Billboard* means a type of permanent freestanding sign, where the bottom of the sign is at least twenty (20) feet above the ground, and which is at least two hundred (200) square feet in area.

*Block* means a parcel of land usually bounded on all sides by streets or other transportation routes such as railroad lines, or by physical barriers such as waterbodies or public open space, and not traversed by a through street.

*Boarding (lodging, rooming) house* means a building or part thereof, other than a hotel, motel, or restaurant, where lodging and/or meals are provided for compensation.

*Boathouse lots* are defined as lots which exist along the waterfront and were accepted by the city under the premise that these lots would serve only as water access for the residents of a specific subdivision. As such, the purpose and intention of these boathouse lots is to serve as accessory lots to the main residential properties within that subdivision.

*Boatyard* means a facility for the construction or major repair of watercraft including overhaul of hull, engines, and other major components.

*Boutique* shall mean any retail establishment selling clothing, specialty food goods, gifts, and antiques, located in a freestanding building not more than two (2) stories in height and not containing more than two thousand (2,000) square feet on either floor.

*Breezeway* means a roofed, open-sided passageway, for connecting a principal structure to an accessory structure.

*Buffer yard* means an area of land, together with specific type and amount of planting thereon and any structures which may be required between land uses to eliminate or minimize conflicts between them.

*Buildable area* means the portion of a lot remaining after required yards have been provided.

*Building* means any structure, either temporary or permanent, having a roof impervious to weather and used or built for the shelter or enclosure of persons, animals, chattels, or property of any kind. This definition shall include tents, awnings, cabanas, or vehicles situated on private property and serving in any way the function of a building; but it does not include screened enclosures not having a roof impervious to weather.

*Building elevation* means the intervening distance above the crown of the road in front of the building at which the ground or first floor of a building is erected.

*Building, principal* means a building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

*Building setback* means the minimum horizontal distance between the front, rear, or sidelines of the lot and the front, rear, or sidelines of the structure.

*Building sign* means a type of permanent sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees, and roof slopes of forty-five (45) degrees or steeper (see Figure 27-576-1).

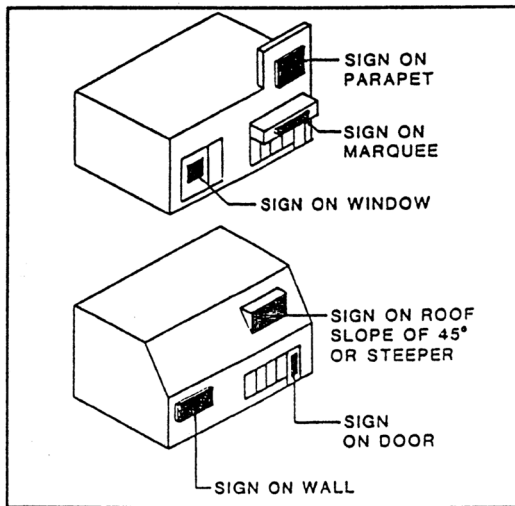


Figure 27-576-1

*Bus or other transportation terminal* means any establishment that offers transportation to a group of persons. Freight or truck terminals and similar uses shall not constitute a use under this definition.

*Business school* means an establishment offering to the public, for a consideration, instruction in administration, accounting, bookkeeping, computer use, typewriting, and other skills for use in commercial or service activities.

*Caliper* means a measurement of the size of a replacement tree at a predetermined point. Trunk diameter for trees up to four (4) inches is to be measured six (6) inches above the soil line. Trees four (4) inches in diameter and greater will be measured twelve (12) inches above the soil line.

*Cannabis* means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

*Cannabis dispensing business* means a business location offering cannabis for retail sale pursuant to a license to dispense cannabis issued under applicable law.

---

*Capacity, available* means that portion of the design capacity that can be reserved on a first-come first-serve basis.

*Capacity, design* means the maximum level of service that the public facility is capable of providing at the adopted level of service standard.

*Capacity, improvement* means added facility capacity that will result from capital improvements made by the city or by a developer.

*Capacity, reserved* means that portion of the design capacity that has been reserved for valid concurrency certificates and for developments that were issued a development permit prior to April 1, 1990.

*Capacity, used* means that portion of the design capacity that is allocated for and serves existing development.

*Capital improvement* includes the purchase, construction, or improvement of a public facility which has an estimated cost of twenty-five thousand dollars (\$25,000.00) or more.

*Capital improvements element* means that part of the comprehensive plan.

*Car sales or motor vehicle sales* means a lot or group of contiguous lots, used for the storage, display, and sales of new and used automobiles. The term shall not be construed to include the storage, display, or sale of motorhomes or similar vehicles or boats.

*Car wash* means establishments primarily engaged in washing cars or in furnishing facilities for the self-service washing of cars.

*Catered event* is defined as an event in which a property owner hosting a private special event pays the food truck operator or owner for the service and no individual "walk-up" sales occur.

*Champion trees* are those trees that have been identified by the state division of forestry as being the largest of their species within the state or by the American Forestry Association as the largest of their species in the U.S.

*Change of occupancy* means a discontinuance of an existing commercial activity or residency and the establishment of a new commercial activity or permanent residency.

*Child day care* means a licensed facility which during a part of a twenty-four-hour day regularly gives care to unrelated children, as discussed in the F.S. § 402.302.

*Clear cutting* means the removal from a parcel of land of all-natural vegetation such as trees, shrubs, and vines.

*Clear visibility triangle* means that area formed by connecting a point on each curb line or edge of pavement to be located at the distance from the intersection of the street centerlines as required, and a third line connecting the two (2) points as depicted in Figure 27-15-1.

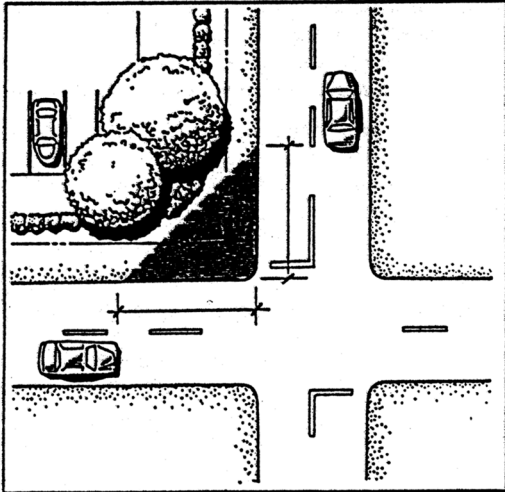


Figure 27-15-1

*Clinic* means an establishment where patients, who are not lodged overnight, are admitted for examination and treatment by one (1) person or a group of persons practicing any form of medical care, whether such persons are medical doctors, chiropractors, osteopaths, chiropodists, naturopath, optometrists, dentists, or any such profession, the practice of which is legal in the State of Florida.

*Coastal building zone* means the land area from the seasonal high-water line to a line one thousand five hundred (1,500) feet landward from the coastal construction control line.

*Coastal construction control line.* The line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

~~*Coastal high hazard area.* A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on flood insurance rate maps (FIRM) as zone V1-V30, VE, or V. [Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]~~

*College, university, community college* means a degree-granting establishment, accredited, or qualified for accreditation by the Southern Association of Colleges and Schools, providing formal academic education and generally requiring for admission at least a high school diploma or equivalent academic training, including colleges, community colleges, universities, technical institutes, seminaries, and professional schools (architectural, dental, engineering, law, medical, etc.). Accessory uses under this definition include but are not limited to, dormitories, cafeterias, bookstores, libraries, classrooms, administrative offices, research facilities, sports arenas, and auditoriums.

*Commercial vehicle* means any motor vehicle licensed by the state as a commercial vehicle, any vehicle designed for a commercial or industrial function, or any vehicle marked with commercial advertising.

*Community center* means a building or lands open to the public and used for recreational, social, educational, and cultural activities, usually owned, and operated by public or nonprofit group or agency.

---

*Comprehensive plan* means the current comprehensive plan, as amended that the City of Neptune Beach adopted pursuant to F.S. Ch. 163, Pt. II, including all elements and sub-elements, and not including the text, maps, figures, and tables prepared to support the adopted comprehensive plan.

*Concurrency* means a condition where development has, or will have, the necessary public and/or private facilities and services at the adopted level of service standard concurrent with the impacts of the development.

*Concurrency certificate* means a certificate that indicates whether the proposed development is exempt from concurrency requirements or whether there is adequate capacity for concurrency if the proposed development is approved or approved with conditions.

*Conditional letter of map revision (CLOMR)*. A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

*Condominium* means a building or group of buildings in which units are owned by one (1) or more persons and in which there is appurtenant to each unit an undivided share in common elements.

*Corner lot visibility triangle* means a triangular area including that portion of the public right-of-way and any corner lots within the adjacent curb lines, or roadway edge if no curb is present, and a diagonal line intersecting such curb lines at points thirty-five (35) feet back from their intersection (such curb lines being extended if necessary to determine intersection point). For corner lots fronting arterial roads, the setback distance for the two (2) points shall be fifty (50) feet from their intersection.

*Cul-de-sac (section 27-476)* means a local street that terminates in a vehicle turnaround.

*Day* means a working day unless a calendar day is indicated.

*Day spa* means any business that provides beauty, cosmetic and therapeutic services, administered by licensed professionals in which the customers are not lodged overnight. Day spas at a minimum shall include nonsurgical cosmetic treatments, periodic medical cosmetic treatments and massage therapy pursuant to F.S. Ch. 480. Other allowable services are limited to tanning, hair styling, facials, waxing, body wraps, salt scrubs, skin exfoliations, manicures and pedicures.

*Deck* means any elevated outdoor platform without a roof which can either be attached or detached from a structure.

*Defects (tree)* means deficiencies in the integrity of a tree caused by either: 1) injury or disease that seriously weakens the stems, roots, or branches of trees, predisposing them to fail; or 2) structural problems arising from poor tree architecture, including V-shaped crotches in stems and branches that lead to weak unions, shallow rooting habits, inherently brittle wood, etc.

*Demolition* means the act or process of demolishing; to tear down, destroy, raze, or remove all or a significant portion of a building or structure, and including partial demolition.

*Density* means the ratio of the number of dwelling units to the gross site area of the lands on which such dwelling units are located.

- For new development and significant redevelopment, gross site area means the entire site area, including land that will become streets and open spaces, but excluding any existing rights-of-way.
- For buildings on lots that have already been subdivided and streets have already been created, gross area means the entire lot area without inclusion of the adjoining local public right-of-way. Notwithstanding the preceding sentence, one-half the width of the adjoining local public right-of-way shall be included in the calculation of gross area for any lot on which a residential building existed at the time of this ordinance if:



- Calculation of the gross area of the lot without inclusion of one-half the width of the adjoining local public right-of-way would result in such lot not meeting the minimum calculation required to permit a single residential unit on the lot; and
- Calculation of the gross area of the lot with inclusion of one-half the width of the adjoining local public right-of-way would result in such lot meeting the minimum calculation required to permit a single residential unit on the lot.

~~*Design flood.* The flood associated with the greater of the following two (2) areas: [Also defined in FBC, B, Section 1612.2.]~~

~~(1) Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or~~

~~(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.~~

~~*Design flood elevation.* The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 1612.2.]~~

*Detention* means the collection and storage of surface water for subsequent gradual discharge.

*Developable land* means all of a parcel of land except lands lying within proposed public rights-of-way; marshlands, swamps, floodplains, easements, or other environmentally sensitive lands where local, state or federal regulations otherwise prohibit development; and bodies of water such as ponds, lakes and reservoirs, either natural or manmade.

*Developed (section 27-445)* means that point in time when the building and site have received final inspections and certificates of occupancy issued.

*Developer* means any person who engages in or proposes to engage in a development activity as defined in this Code either as the owner or as the agent of a property owner.

*Development* means ~~any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials.~~ Development or development activity explicitly includes any of the following activities:

- (1) Construction, clearing, filling, excavating, grading, paving, dredging, mining, drainage, water management systems, drilling or otherwise significantly disturbing the soil of a site;
- (2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious or semi-impervious surfaces, or water management system and including the long-term storage of materials;
- (3) Subdividing land into two (2) or more parcels;
- (4) Removal of protected trees;
- (5) Erection of a permanent sign unless expressly exempted;
- (6) Changing or expanding any use of a site so that the need for off-street parking is increased (see article XIII), or trips per day are increased; and
- (7) Construction, elimination, or alteration of a driveway onto a public street.

*Development order* means the approval of a preliminary or final development plan in accordance with article III. A development order is not a development permit as defined by this Code.

---

*Development permit* means an official administrative document of the city which authorizes the commencement of construction or land alteration without need for further application and approval. Development permits include: All types of construction permits (plumbing, electrical, foundation, mechanical, and so forth, in addition to the building permit itself), grading and clearing permits, tree removal permits, sign permits, resurfacing permits, etc.

*Development plan* means in order to obtain development orders, preliminary and final development plans must be submitted to Neptune Beach in accordance with division 2 of article III of chapter 27.

*Divided roadway (section 27-473)* means any roadway where the travel lanes are divided to protect environmental features or avoid excessive grading. In the case of a divided roadway, the design standards shall be applied to the aggregate dimensions of the two (2) street segments.

*Drip line (section 27-445)* means the vertical line running through the outermost portion of the tree extending to the ground.

*Driveway* is defined as a way for vehicular access that connects public roadways and off-street vehicular use areas.

*Driveway apron* is defined as the portion of a driveway between the property line and the curb or curb line if no curb is present.

*Driveway visibility triangle* means a triangular area extending ten (10) feet along the driveway edge and the sidewalk edge, from the point where the driveway meets the sidewalk, and within a diagonal line connecting those two (2) points. If no sidewalk is present, the vision triangle shall mean the area extending fifteen (15) feet along the driveway edge and the curb line, or roadway edge if no curb is present, from the point where the driveway meets the curb, and within a diagonal line connecting those two (2) points. For driveways intersecting arterial roads the triangle shall extend thirty (30) feet in both directions.

*Drive-thru facility* means an establishment or portion thereof where a patron is provided products or services of any type without departing from a vehicle or where a patron may temporarily depart from a vehicle in a non-parking space while servicing it, such as a do-it-yourself car wash or fuel pump.

*Duplex (two-family residence)* means a building on a single lot containing two (2) dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall. A common stairwell exterior to both dwelling units may be provided.

*Dwelling* means a building, or a portion of a building, designed exclusively for residential occupancy, including single-family, two-family (duplex), townhouses, and multifamily, but not including, hotels, motels, or boarding houses.

*Dwelling unit* means a single housing unit providing complete, independent living facilities for one (1) housekeeping unit, including permanent provisions for living, sleeping, eating, storage or preparation of food and sanitation. This definition includes site-built homes and modular homes manufactured under the Florida Manufactured Building Act and certified by the Florida Department of Community Affairs as complying with the structural requirements of the Standard Building Code.

*Easement* means the right to use the real property of another for a specific purpose.

*Electronic game promotions* means a business which, conducts giveaways through drawings by chance conducted in connection with the sale of a consumer product or service, sweepstakes, and game promotions that do not otherwise violate Florida law. This includes but is not limited to, electronic equipment used to display the results of a drawing by chance conducted in connection with the sale of a consumer product or service or game promotion by simulating a game or games ordinarily played on a slot machine. It also includes the conduction of drawings by chance conducted in connection with the sale of a consumer product or service and game promotions, and to regulate all operators who utilize electronic equipment for that purpose in accordance with the provisions

of F.S. §§ 849.0935 and 849.094, regardless of whether said operators are required to register with the State of Florida pursuant to F.S. § 849.094.

~~Encroachment. The placement of fill, excavation, buildings, permanent structures, accessory structures, or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.~~

Encroachment ~~also~~ means the placement of fill, excavation, buildings, permanent structures, accessory structures, any other development or portion thereof extending into a required setback, easement, right-of-way, or other such appurtenances.

*Endangered species* means any flora or fauna that is so designated in Section 39.27.003, Florida Administrative Code or in 50 CFR 17.11-12.

~~Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before March 15, 1977. [Also defined in FBC, B, Section 1612.2.]~~

*Facade area* means the area of a building within a two-dimensional geometric figure coinciding with the outer edges of the walls, windows, doors, parapets, marquees, and roof slopes greater than forty-five (45) degrees of a building which is owned by or under lease to a single occupant (see Figure 27-576-2).

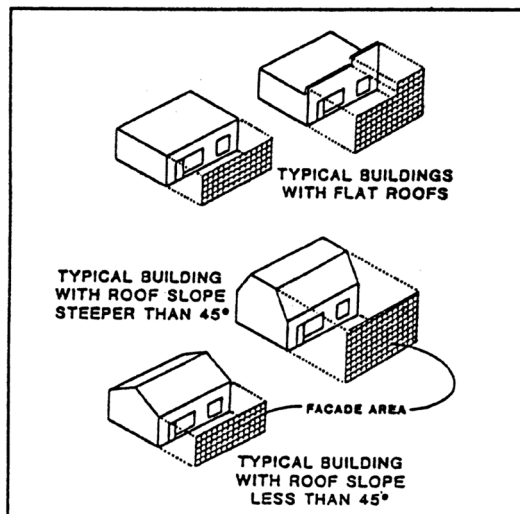


Figure 27-576-2

*Failure (tree)* means the breakage of stem, branches, roots, or loss of mechanical support in the root system.

*Family* means one (1) or more persons occupying and living in a single dwelling unit; provided that unless all members are related by law, blood, adoption or marriage, no family shall contain more than four (4) unrelated persons. Domestic servants are excluded.

*Family amusement arcade* means a business which, in addition to a food and beverage business for which it possesses state and local licenses, also operates an integrated arcade business that complies with F.S. § 849.161(1)(a)1., catering primarily to families and minors.

~~Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.~~

*Final development order* means the final authorization of a development project; the authorization which must be granted prior to issuance of a development permit as defined for purposes of this Code. (The final

---

development order authorizes the project, whereas a development permit authorizes specific components of the project, such as building construction, parking lot installation, landscaping, and the like.) For purposes of this Code the final development plan approval is the final development order.

*Final development plan* means a completed drawing, sketch, site plan, construction drawings or schematic or any other related documents either drawn or written that has been certified by a registered surveyor or engineer if applicable, that shows the intended use of the property and design features pertinent to its potential development and is completed for approval.

*Financial services* include banks, savings and loan associations, loan companies, mortgage brokers, stockbrokers, and similar institutions.

*Five-year schedule of capital improvements* means that schedule adopted as part of the comprehensive plan.

~~*Flood or flooding* means a temporary partial or complete inundation of normally dry land from: (1) the overflow of inland or tidal waters; or (2) the unusual and rapid accumulation of runoff or surface waters from any source.~~

~~*Flood damage-resistant materials.* Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]~~

~~*Flood hazard area.* The greater of the following two (2) areas: [Also defined in FBC, B, Section 1612.2.]~~

~~(1) The area within a floodplain subject to a one (1) percent or greater chance of flooding in any year.~~

~~(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.~~

~~*Flood Insurance Rate Map (FIRM).* The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]~~

~~*Flood Insurance Study (FIS).* The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]~~

~~*Floodplain administrator.* The office or position designated and charged with the administration and enforcement of the ordinance from which this chapter derives (may be referred to as the floodplain manager).~~

~~*Floodplain development permit or approval.* An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with chapter 27, article VIII.~~

~~*Floodway.* The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]~~

~~*Floodway encroachment analysis.* An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.~~

*Florida Building Code.* The family of codes adopted by the Florida Building Commission, including Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

*Food truck* is defined as a vehicle, trailer or other similar mobile food unit equipped with facilities for cooking and/or preparing and selling food or other items for human or animal consumption or use.

---

*Footprint* means the shape of a building's base area within the perimeter of a building's foundation.

*Freestanding sign* means any sign, which is incorporated into or supported by structures or supports in or upon the ground, independent of support from any building. Freestanding sign includes pole sign, pylon sign, ground sign or monument sign.

*Frontage* means the length of property abutting a private or public right-of-way.

~~*Functionally dependent use.* A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.~~

~~*Functionally water dependent use* means a use which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as docking, loading and unloading of cargo or passengers, ship building and ship repair, or processing seafood. The term does not include long-term storage or related manufacturing uses.~~

*Funeral establishment* means a facility as defined in F.S. Ch. 470.

*Future land use map* means the map adopted as part of the comprehensive plan depicting the land use designations throughout the city that may be amended from time to time.

*Garage* means a building or space used for the storage of motor vehicles.

*Garage, parking* means a building or portion thereof designed or used for temporary parking of motor vehicles.

*Garage apartment.* See "Accessory structure" (Ord. No. 2001-10).

*Gas station, automotive or service station* means any building, structure, or land used for the dispensing, sale or offering for sale at retail of any automotive or alternative fuels, oils, or accessories with or without any automotive servicing.

*Geometric shape* means any of the following geometric shapes used to determine sign area: square, rectangle, parallelogram, triangle, circle or semi-circle.

*Grade* means a reference plane representing the average of finished ground level adjoining the building at all exterior walls. When the finished grade level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the property line or between the building and a point six (6) feet from the building, whichever is closer to the building.

*Green space* means land that is partly or completely covered with grass, trees, shrubs, or other vegetation.

*Gross density* (see definition of "Density").

*Gross floor area* means the sum of the gross horizontal area of all floors of a building measured from the exterior faces of the exterior walls.

*Gross site area* means:

- For new development and significant redevelopment, gross site area means the entire site area, including land that will become streets and open spaces, but excluding any existing public rights-of-way.
- For buildings on lots that have already been subdivided and streets have already been created, gross area means the entire lot area without inclusion of the adjoining local public right-of-way. Notwithstanding the preceding sentence, one-half the width of the adjoining local public right-of-way shall be included in the calculation of gross area for any lot on which a residential building existed at the time of this ordinance if:

- 
- Calculation of the gross area of the lot without inclusion of one-half the width of the adjoining local public right-of-way would result in such lot not meeting the minimum calculation required to permit a single residential unit on the lot; and
  - Calculation of the gross area of the lot with inclusion of one-half the width of the adjoining local public right-of-way would result in such lot meeting the minimum calculation required to permit a single residential unit on the lot.

*Group home* means a dwelling unit licensed to serve clients of the HRS, providing a living environment for residents who operate as the functional equivalent of a family, including supervision and care by support staff as may be necessary to meet the physical, emotional, and social life needs of residents.

*Hazard tree* means a tree that has structural defects in the roots, stem, or branches that may cause the tree or tree part(s) to fail, and where such failures have been demonstrated to pose a moderate, high, or extreme level of risk to property damage or personal injury, as defined in the ISA Best Management Practices—Tree Risk Assessment.

*Hedge* means a fence formed by a row of closely planted shrubs or bushes, typically of such species as English Privet, Indian Hawthorne, Ligustrum or other such evergreen species. This definition is not intended to include other closely planted species commonly referred to as flowering plants such as azaleas, roses, or other such plants that are not usually planted to establish a boundary or fence-like effect.

*Height, building* means the vertical distance measured from the greater of eighteen (18) inches above the crown of the road in front of the building or proposed building or the average of the existing grade of the lot (prior to the addition of fill material). The lower point of reference for determining the height of a commercial or residential building in a flood zone will be the base flood elevation required for habitable space as set by FEMA's Flood Insurance Rate Maps (FIRMs) and required by the Florida Administrative Code.

*Heritage tree* means any tree that because of its age, size, type, historical association, or horticultural value is of special importance to the city.

*Historic district* means a geographical area designated pursuant to this article that contains one (1) or more landmarks and which may have within its boundaries or other buildings or structures, that while not of such historical, cultural, archaeological, or architectural significance as to warrant designation as landmarks, nevertheless contribute to the overall visual setting of or characteristics of the landmarks located within the district.

~~*Historic structure.* Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.~~

*Historically significant* means any structure or area that is included or is eligible for inclusion on the National Register of Historic Places, the Florida Master Site File, or local historic registry.

*Home-based business* means a business that is operated in whole or in part, from a residential dwelling and meets the criteria set forth in section 27-332 of this Code.

*Hospital* means a facility as defined in F.S. Ch. 395, Pt. I.

*Hotel or motel* means a building or group of buildings in which rental units are offered to the public at a daily charge. The building or buildings may include such ancillary uses as a coffee shop, dining room, restaurant, meeting rooms, and similar uses intended as a service to the overnight guests. Multiple-family dwellings and rooming or boardinghouses, where rentals are for periods of a week or longer, shall not constitute a use under this definition.

*Household pet* means any domestic animal normally owned or kept as a pet, including cats, dogs, and other animals deemed by the city manager or designee to be appropriate as domestic pets. Poultry (as defined in

---

chapter 6), hooved animals of any type, predatory animals, or any animals which are normally raised to provide food for people shall not be considered to be household pets.

*HRS* means the Florida Department of Health and Rehabilitative Services.

*Illicit discharge and illegal dumping* shall mean any discharge or dumping nearby to or into the municipal separate storm sewer system (MS4) that is not composed entirely of stormwater except for discharges resulting from firefighting activities and a few other categories listed in Part II.A.7a of the city's NPDES stormwater MS4 permit. Common sources and types of non-stormwater include, septic system effluent, vehicle wash water from commercial establishments, washdown, spills, leaks, yard debris, grass clippings, pet waste, litter, trash, midnight dumping, mulch, fertilizer, pesticides, paints, solvents, motor oil, antifreeze, fuel, spills, among other sources and substances.

*Illuminated sign* means any sign which contains a source of light, or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights, back-lighting, and also shall include signs with reflectors that depend upon automobile headlights for an image.

*Impervious surface and semi-impervious* means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, buildings, roofs, concrete, sidewalks, driveways, pools, and pavement areas, and semi-impervious surfaces such as compacted clay and other similar surfaces, such that the permeability and infiltration capacity is less than that of the existing, uncompacted, native soil subgrade.

*Improvement* means any manmade, immovable item which becomes part of, is placed upon, or is affixed to real estate.

*Intensification of use* means a change in a property, structure, or use resulting in increased requirements for parking, egress, occupancy load, or fire regulations, or expansion of electrical, mechanical, or plumbing systems.

*Intersection* means the crossing, or meeting without crossing, of one (1) roadway with another.

*Kennel* means any lot or premises on which three (3) or more dogs over four (4) months old are kept for boarding, training, or sale.

*Kitchen* means an area equipped for food storage, preparation, and/or cooking in one (1) household.

*Land* includes the words marsh, water, and swamp.

*Landmark* means a building or structure designated as such by an ordinance of city council, that is worthy of protection, rehabilitation, and restoration because of its historical, cultural, archaeological and/or architectural significance to the City of Neptune Beach, the county, state, or nation.

*Laundromat* means a business that provides coin-operated washing, drying, and/or ironing machines for hire to be used by customers on the premises.

*Letter of map change (LOMC)*. An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of map change include:

*Letter of map amendment (LOMA)*: An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

*Letter of map revision (LOMR)*: A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

*Letter of map revision based on fill (LOMR-F)*: A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood



---

~~hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.~~

~~Letter, conditional map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.~~

*Light manufacturing* means the manufacturing, fabricating, or casting of individual components of a larger unit or a complete unit. All such processing and storage of materials must occur indoors and would not typically generate noise, vibration, smoke, dust, or odor detectable at the property line. Light manufacturing shall be limited to the production of the following goods: Electrical instruments, office machines, precision instruments, electronic devices, optical goods, musical instruments, cabinet making, ceramics, apparel, light sheet metal products, plastic goods, glassware, pharmaceutical goods, and food products, but not animal slaughtering or curing. However, light manufacturing excludes any uses that would require a multi-sector generic permit for stormwater discharge associated with industrial activity (MSGP).

Performance standards: All activities shall be in conformance with standards established by the county, state, and federal government. Activities shall emit no obnoxious, toxic, or corrosive dust, dirt, fly ash, fumes, vapors, or gases which can cause damage to human health, to animals or vegetation, or to other forms of property.

- (1) Any business that receives a special exception from the city council for light manufacturing must provide a landscape buffer that meets the requirements of subsection 27-459(3)b. of this Code, unless the business for which the special exception is granted already has a landscape buffer that was previously approved as part of the development review process.
- (2) Any use which requires a Title V general permit, or a non-Title V general permit from the Florida Department of Environmental Protection's Air Resource Management Division is not eligible for special exception approval.
- (3) Light manufacturing facilities shall be limited to ten (10) employees or less.
- (4) The light manufacturing operation shall be self-contained inside the permanent structure and shall not be conducted outdoors, in order to minimize noise, glare, odor, etc.
- (5) Refer to section 23-60, Prohibited substances.

*Liquor license* means a license issued by the state for the retail sale, service, and on- or off-premises consumption of liquor, beer, or wine.

*Living area* means the area inside the walls enclosing the living unit, excluding service and utility areas, building storage areas, stair wells, or open or screened porches and patios.

*Loading space (section 27-536)* means a portion of the vehicle accommodation area or a portion of the principal building set aside for the purpose of unloading or loading said vehicle.

*Local street (section 27-473)* means a roadway which provides direct access to abutting residential properties and is designed to carry no more traffic than is generated on the street itself and no more than one thousand six hundred (1,600) vehicles per day.

*Lot* means a parcel of land whose boundaries have been established by some legal instrument such as a recorded deed or a recorded map and which is recognized as a separate legal entity for purpose of transfer of title.

*Lot, corner* means a lot abutting upon two (2) or more streets at their intersections (see Figure 27-15-2).



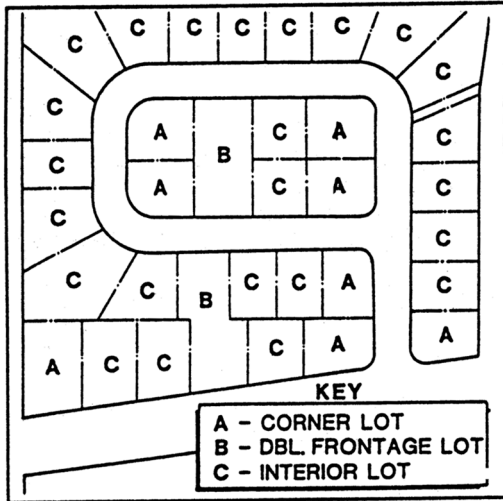


Figure 27-15-2

*Lot, double frontage* means any interior lot having frontage on two (2) nonintersecting streets, as distinguished from a corner lot (see Figure 27-15-2), or oceanfront lots.

*Lot, interior* means a lot other than a corner lot (see Figure 27-15-2).

*Lot, width* means the distance measured in a straight line along the street right-of-way between the side lot lines as measured at the front building restriction line.

*Lot coverage* means the area of a lot or parcel of land that is occupied or covered by any impervious surface.

*Lot of record* means a parcel of land, the deed or plat of subdivision (which has been approved by the City of Neptune Beach) of which has been recorded in the Office of the Clerk of the Circuit Court of Duval County, Florida, or prior incorporation into the city.

*Low impact design (LID)* means the principles to integrate the following concepts into the design process: use hydrology as the integrating framework, control stormwater at the source, minimize impervious surface area, create a multi-functional landscape and infrastructure, use of Florida-friendly landscaping, promote stormwater harvesting to reduce demands on potable water, promote recharge of groundwater supplies, protect surface waters, and improve air quality and reduce urban heat island effects through the use of vegetation and trees.

*Lowest adjacent grade* means the lowest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

~~*Lowest floor.* The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]~~

*Major deviation* means a deviation other than a minor deviation, from a final development plan, including any changes in use or concurrency.

*Major recreational equipment* means any large motorized or non-motorized vehicle used for recreational purposes, such as motorhomes, trailers, campers and camper shells, boats, and trailers, converted buses and trucks, dune buggies and sand rails, and trailers, cases or boxes on wheels used to transport and/or store equipment, as well as any vehicle required to carry an "RV" tag or not licensed for legal street use.

---

~~*Market value.* The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.~~

*Medical/dental clinic* means any establishment where patients, who are not lodged overnight, are admitted for examination and treatment by a person or persons affiliated with a group practicing various specialties of the healing arts, whether the persons are medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is regulated by the state.

*Medical marijuana treatment center* means an establishment as defined and further set forth in F.S. § 381.986(8), that operates for the purpose of dispensing medical marijuana, as defined, and further set forth in F.S. § 381.986.

*Mini-warehouse* means any personal storage building which is subdivided by permanent partitions into spaces with an exterior independent entrance under the exclusive control of the tenant thereof.

*Minor arterial (section 27-475)* means a roadway that connects and supports the principal arterial road system. Although its main function is still traffic movement, it performs this function at a lower level and places more emphasis on property access than does the principal arterial.

*Minor deviation* means a deviation from a final development plan that is necessary in light of technical or engineering considerations first discovered during actual development and not reasonably anticipated during the initial approval process, including the following:

- (1) Alteration of the location of any walkway, islands, landscaping, or structure by not more than five (5) feet; excluding driveway connections to public streets.
- (2) Reduction of the total amount of open space by not more than five (5) percent, or reduction of the yard area or open space associated with any single structure by not more than five (5) percent; provided that such reduction does not permit the required yard area or open space to be less than that required by this Code.

*Minor replat* means the subdivision of a single lot or parcel of land into two (2) lots or parcels, or the subdivision of a parcel into two (2) or more lots solely for the purpose of increasing the area of two (2) or more adjacent lots or parcels of land, where there are no roadway, drainage, or other required improvements, and where the resultant lots comply with the standards of this Code.

*Modular home* means a dwelling unit constructed in accordance with applicable building codes and that is substantially constructed in a manufacturing plant and transported to the building site for assembly on a permanent foundation.

*Moped* shall mean a type of small motorcycle, which is comprised of two (2) wheels, a seat with a footrest in front, foot pedals, a handlebar for steering, and an engine in the back. The engine size is typically fifty (50) cc's or less, as mopeds often also rely on the rider's pedaling for power.

*Motor vehicle service* means a building or lot where battery, tires and other repair services except body work or painting are rendered.

*Motorized kick scooter* shall mean a motor-powered personal mobility device, typically electric, which is comprised of two (2) small wheels, a platform deck, and handlebars for steering. While designed to be ridden standing upright on the deck, some can be converted into seated scooters with a removable seat accessory. Top speeds vary from fifteen (15) to thirty (30) miles per hour and these scooters typically weigh between twenty (20) and thirty-five (35) pounds.

---

*Moving and storage facility* means any establishment that stores material not owned by the operator of the establishment to include mini warehouses.

*Multifamily* means any building containing three (3) or more dwelling units.

*Multiple occupancy complex* means any commercial use consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one (1) occupant.

*Municipal separate storm sewer system* or *MS4* means all of the components of the city's master stormwater system.

*Net usable acreage* means the square footage of a parcel land that has the ability to be developed after factoring out such items as jurisdictional wetlands, easements, waterbodies or any other feature precluding development.

~~*New construction*. For the purposes of administration of this chapter and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after March 15, 1977, and includes any subsequent improvements to such structures.~~

*Night club* means a restaurant, dining room, bar or other similar establishment providing food or refreshments, wherein paid floor shows, or other forms of paid entertainment are provided for customers as part of the commercial enterprise. Night clubs are required to meet special requirements for assembly occupancies in the Florida Fire Prevention Code.

*Nonconforming lot of record* means any lot of record recorded prior to January 1, 1991 that does not conform to the lot area or width requirements established for the zoning district in which said lot is located. A lot of record recorded after January 1, 1991, will also be a nonconforming lot of record if the lot area or width requirements are later changed such that the lot no longer complies with the zoning district in which said lot is located.

*Nonconforming sign* means any sign so designated by section 27-707 of this Code.

*Nonconforming structure* means any structure that does not conform with the provisions of the zoning district where the structure is located due to noncompliance with the dimensional standards in chapters 27 or 30.

*Nonconforming use* means any use of a structure, or use outside a structure, that does not conform with the uses allowed for the parcel's zoning district or with density restrictions imposed by the adopted future land use map.

*Nonresidential district* includes the following zoning districts: C-1, C-2, C-3, CBD, and conservation.

*Notice of commencement* means the formal notice that must be filed with the Duval County Clerk of Courts before improvements to real property begin, as described in F.S. § 713.13.

*Nursing home* means a facility as defined in F.S. Ch. 400, Pt. I.

*Oceanfront lot* means any parcel of land that abuts the Atlantic Ocean at the east property line.

*Office* means any establishment that conforms to the following characteristics:

- (1) No retail sales, display or storage of merchandise;
- (2) No manufacture, repair or work of a mechanical nature;
- (3) No machinery, except for normal office equipment such as typewriters, calculators and computers.

*Off-street loading* means loading spaces located beyond the public rights-of-way of a street or highway.

*Off-street parking* means parking spaces located beyond the public rights-of-way of a street or highway.

---

*Open-air markets* mean areas in which vendors sell flowers, plants, plant materials, fruits, produce, vegetables and other non-commercially processed food items and hand-crafted items which are made by the vendor or the vendors' immediate family, and who do not sell those items exclusively in compliance with the licensing and building regulations relating to permanent business establishments.

*Open space* means the total amount of open space between and around structures including necessary outdoor living space, outdoor recreation space, outdoor parking space, and streets in the project other than existing public rights-of-way.

*Ordinary maintenance* means work which does not require a construction permit and that is done to repair damage or to prevent deterioration or decay of a building, pavement, structure, or part thereof as nearly as practicable to its originally permitted condition prior to the damage, deterioration, or decay.

*Original appearance* means that appearance (except for color) which closely resembles the appearance of either: (1) the feature on the building as it was originally built or was likely to have been built; or (2) the feature on the building as it presently exists so long as the present appearance is appropriate to the style and materials of the building.

*Outdoor living space* means the total outdoor area including required outdoor recreation space, but excluding buildings, garages, carports, driveways, roadways, stormwater management facilities, or parking areas. The outdoor living space is part of the required open space.

*Outdoor recreation space* means the total amount of usable area permanently set aside or designed specifically for recreation space for the development.

*Overlay district* means a district with special regulations that apply in addition to regulations in the base zoning district; see section 27-224.

*Owner* means a person who, or entity which, alone, jointly, or severally with others, or in a representative capacity (including without limitation, executor, personal representative, or trustee) has legal or equitable title to any property in question, or a tenant, if the tenancy is chargeable under his lease for the maintenance of the property.

*Owner of record* means the person, corporation, or other legal entity listed as owner on the records of Duval County, Florida.

*Package liquor store* means any establishment where alcoholic beverages with an alcoholic content in excess of fourteen (14) percent are dispensed or sold in containers for consumption off the premises.

*Parcel* means a unit of land within legally established property lines.

*Park* means a tract of land, designated, and used by the public for active and passive recreational purposes.

*Parking, on-street* means designated spaces along a roadway where vehicles may be parked.

*Parking lot or vehicle accommodation area* means an area, or plot of ground, used for the storage or parking of motor vehicles, either for compensation or to provide an accessory service to a business, industrial or residential use.

*Parking space* means a portion of a parking lot in which one (1) motor vehicle is to be parked.

*Parking structure* means a multi-level structure designed and intended for the primary use of parking motor vehicles.

*Patio* means a paved area situated directly on the ground which can either be attached or detached from a structure.

*Permanent sign* means any sign, which is designed, constructed, and intended for more than short-term use, including freestanding signs, and building signs.

---

*Person* means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

*Pervious pavements* mean pavements that have air spaces that allow water to move through the pavement, base material, and subbase, and then infiltrate into the ground. Pervious pavement may include an aggregate base as a reservoir and must have suitable native soils as a subgrade to support infiltrating into the ground. Pervious pavement is designed to accept precipitation, reduce runoff, and is typically thicker than traditional pavements to support the same loads. Pervious pavement systems shall have a permeability and infiltration capacity greater than that of the existing uncompacted native soil subgrade that typically has an infiltration capacity that exceeds twenty (20) inches per hour. Traditional solid brick paver systems or systems with base, subbase, or subgrade that are impervious or semi-impervious shall not be considered as a pervious pavement.

*Pharmacy* means an establishment wherein the principal use is the dispensing of prescription and patent medicines and drugs and related products, but where nonmedical products such as greeting cards, magazines, cosmetics, and photographic supplies may also be sold.

*Phasing* means the incremental staging of development.

*Plat, replat, amended plat, or revised plat* means a map or drawing upon which an exact representation of a subdivision of lands and other information is presented in compliance with the requirements of all applicable sections of this Code.

*Portable sign* means any sign which is manifestly designed to be transported by trailer or on its own wheels, including such signs even though the wheels may be removed, and the remaining chassis or support structure converted to an "A" or "T" frame sign and attached temporarily or permanently to the ground.

*Portable storage unit* means any container designed for the storage of personal property which is typically rented to owners or occupants of property for their temporary use, and which is delivered and removed by truck.

*Pre-development* means the historical condition of a parcel of land prior to any land disturbing activities that have taken place.

*Preliminary development order* means any preliminary order that grants, denies, or grants with conditions a development project or activity. A preliminary development order that grants approval does not authorize actual construction, mining, or alterations to land and/or structures. A preliminary development order may authorize a change in the allowable use of land or a building and may include conceptual and conditional approvals where a series of sequential approvals are required before action authorizes commencement of construction or land alteration. For purposes of this Code preliminary development orders include future land use map amendments, comprehensive plan amendments which affect land use or development standards, preliminary development plan approval, and master plan approval.

*Preliminary development plan* means a conceptual drawing, sketch, or schematic or any other document either drawn or written, that shows the intended use of the property and design features pertinent to its potential development.

*Premises* means a building or structure and its associated grounds including parking lots, open spaces, recreational areas, and stormwater management facilities.

*Principal arterial (section 27-475)* means a roadway that is part of an interconnected network of continuous routes serving transportation corridors or business areas with high traffic volumes and long trips, the primary function of which is to provide safe and efficient service for major traffic movements in which access is subordinate.

*Principal structure* means the primary dwelling unit or structure located on the lot that houses a principal use, and not any other accessory structure or building.

---

*Private club* means buildings or facilities owned or operated by a corporation, association, or persons for a social, educational, or recreational purpose; but not primarily for profit or to render a service that is customarily carried on as a business.

*Projected impact* means the calculated usage of a facility.

*Protected wellhead* means those wellheads with a permitted capacity of one hundred thousand (100,000) GPD or more.

*Public facility(ies)* includes any or all of the following: Roads, sanitary sewer, potable water, drainage, solid waste, and/or recreation and open space.

*Public park/recreation area* means a tract of land within a municipality or unincorporated area which is kept for ornament and/or recreation and which is maintained as public property.

*Quasi-judicial, (adj.)* means relating to a judicial act performed by an official who is not a judge. Quasi-judicial acts are subject to review by courts.

*Radio/television broadcasting studio* means a facility for the production and broadcast of radio and television shows including things as offices, dressing rooms, broadcast and taping studios, file rooms, set storage and related installations, but not including radio and television transmitting and receiving facilities, as defined in this Code.

*Rebranding of a sign* means any change or alteration in franchise identification or any distinguishing mark, color pattern, logo, symbol, trademark, name, word, phrase, sentence, or any combination thereof used to identify, advertise, or distinguish the brand, product, or service available in or on the property.

*Recreation vehicle* means a vehicular-type portable structure without permanent foundation, which can be towed, hauled, or driven and primarily designed as temporary living accommodation for recreation, camping, and travel use and including, but not limited to, travel trailers, truck campers, camping trailers, and self-propelled motorhomes.

*Recycling collection center* means a facility where recovered materials (generally newspapers, plastics, metals, glass, and paper) are delivered for further processing (sorting, baling, condensing, etc.) for shipment to recovered material markets.

*Regulated tree* means any tree that is at least six (6) inches in diameter or two (2) feet in circumference, whichever is lesser at a point four and one-half (4.5) feet above ground level and/or requires a permit for removal or relocation.

*Remodel, major* means a project that has fifty (50) percent or more of a dwelling's exterior walls, measured in linear feet, removed. Removal means either that no studs remain or that if some studs remain, the wall except for the studs has been stripped bare such that one can see through the wall. Any portion of an exterior wall so described shall be included in the calculation.

*Remove* means to relocate a building or structure on its site or to another site.

*Renovation, major* means a physical change to an establishment or residence or portion thereof, including the replacement or upgrading of major systems, which extends the useful life. Examples include, but are not limited to, demolition of the interior or exterior of a building or portion thereof, including the removal and subsequent replacement of electrical, plumbing, heating, ventilating and air conditions systems, fixed equipment and interior walls and partitions (whether fixed or moveable). Replacement of broken, dated or worn equipment/items, including, but not limited to, individual air conditioning units, bathroom tile, shower stalls that do not require any additional or new plumbing, electrical, etc. shall not be considered a major renovation.

*Repair* means restoration of portions of a building to its condition as before decay, wear, or damage, but not including alteration of the shape or size of any portion.

---

*Repair (sign)* means to restore to the same condition or state after damage, dilapidation, decay, or partial destruction.

*Replacement stock (section 27-445)* means any immature tree, other than palm trees, with a minimum diameter of two (2) inches at ground level and having a height of at least four (4) feet.

*Residence, multifamily* means any residential structure containing three (3) or more separate dwelling units.

*Residence, single-family* means a structure containing one (1) dwelling unit, and not attached to any other dwelling unit by any means.

*Residence, two-family (duplex)*. (See definition of "Duplex".)

*Residential treatment facility* means a facility other than a hospital, nursing home, or group care home, having one (1) or more supervisors residing on the premises and providing board, lodging, medication and other treatment and counseling for persons progressing from relatively intensive treatment for criminal conduct, delinquency, mental or emotional illness, alcoholism, drug addiction or similar conditions, as well as providing relatively intensive diagnostic or therapeutic services for alcoholism, drug abuse, mental illness, emotional problems, developmental disabilities or similar conditions for its residents. Nothing shall prevent a residential treatment facility from having outpatients. The residents are generally intending to return to full normal participation in community life.

*Restaurant, carry-out and delivery* means any establishment whose principal business is the sale of food and beverages to the consumer in a ready-to-consume state for consumption off-premises and whose principal method of operation includes pick-up by the customer or delivery by an employee.

*Restaurant, drive-in* means any restaurant defined in this article that also provides dedicated parking spaces where customers order food or beverages to be consumed in their vehicle.

*Restaurant, fast-food* means any establishment whose principal business is the sale of food and beverages to the customer in a ready-to-consume state for consumption either within the building or for carry-out with consumption off the premises, or where permitted, in adjoining outdoor seating.

*Restaurant, interior service* means any establishment whose principal business is the sale of foods and beverages to the customer in a ready-to-consume state and whose principal method of operation includes service by a restaurant employee at a table or counter at which said items are consumed on-premises, or where permitted, in adjoining outdoor seating. A cafeteria shall be deemed an interior service restaurant.

*Retail, general* means any establishment that sells products at a retail level.

*Retention* means the collection and storage of runoff without subsequent discharge to surface waters.

*Right-of-way* means the area of a highway, road, street, way, parkway, electric transmission line, gas pipeline, water main, or other such strip of land reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain, or any other legal means. Dedication of right-of-way and any obligation to maintain it must be approved by the City of Neptune Beach, and must adhere to F.S. 177.081(3).

*Roadway* means a way for vehicular traffic, whether designated as a street, highway, alley, avenue, boulevard, lane, court, place, or however designated, whenever dedicated to public use.

*Roof line* means a horizontal line intersecting the highest point or points of a roof.

*Roof sign* means a sign placed above the roof line of a building or on or against a roof slope of less than forty-five (45) degrees.

~~*Sand dunes* means naturally occurring accumulations of sand in ridges or mounds landward of the beach.~~

*Sandwich board sign* means any self-supporting, A-shaped freestanding sign with only two (2) visible sides that are situated adjacent to a business.

---

*Scooter* shall mean a type of small motorcycle, which is comprised of two (2) wheels, a single or double seat with a footrest in front, a handlebar for steering, and an engine in the back. Unlike mopeds, there are no foot pedals, and the engine power can vary from fifty (50) cc's to two hundred fifty (250) cc's. Though unlike motorcycles they typically have automatic transmissions, scooters must also have all the same equipment as motorcycles, including turn signals, a license plate, and headlights.

*Seat* means (for the purposes of determining the number of off-street parking spaces) the number of chairs, stools or each twenty-four (24) inches of benches or pews, installed or indicated. For areas without seating, such as standing space, dance floors, bars, etc. each seven (7) square feet of floor space shall constitute a seat.

*Sediment* means the mineral or organic particulate material that is in suspension or has settled in surface water.

*Shopping center* means a group of retail stores or service establishments planned and developed as a unit by one (1) operator, owner, organization, or corporation for sale or for lease upon the site on which they are built.

*Short-term rentals* means the rental of a private dwelling, including, but not limited to, a single-family home, a townhouse, duplex, triplex, multifamily, condominium, or the like which is rented, leased or advertised for a term period less than twenty-eight (28) days. Short-term rentals shall be considered to be "commercial uses" as are motels, motor lodges, resort rentals, bed and breakfasts or tourist court uses.

*Sidewalk* means a paved area intended primarily for the use of pedestrians, which is typically, though not always, located within a public street right-of-way.

*Sign* means any identification, description, illustration, or device illuminated or non-illuminated, which is visible from any outdoor place, open to the public and which directs attention to a product, service, place, activity, person, institution, or business thereof, including any permanently installed or situated merchandise, or any emblem, painting, banner, pennant, placard, designed to advertise, identify, or convey information, with the exception of customary window displays, official public notices and court markers required by federal, state or local regulations; also excepting, newspapers, leaflets and books intended for individual distribution to members of the public, attire that is being worn, badges, and similar personal gear. Sign shall also include all outdoor advertising displays as described within Section 3108.1.1, Florida Building Code, and all signs shall conform to the requirements of Section 3108 of the Florida Building Code. The term shall exclude architectural features or part not intended to communicate information.

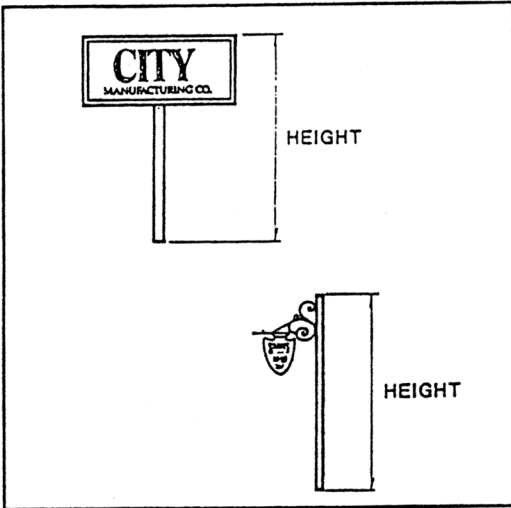
*Sign area* means the area within the smallest regular geometric shape which contains the entire sign copy, but not including any supporting framework, braces or supports.

*Sign copy* means the linguistic or graphic content, including trim and borders, of a sign.

*Sign face* means the part of a sign that is or may be used to display sign copy.

*Sign height* means the vertical distance from the finished grade at the base of the supporting structure to the top of the sign, or its frame or supporting structure, whichever is higher (see Figure 27-576-4).





27-576-4

*Sign structure* means any construction used or designed to support a sign.

*Single-family lot (section 27-445)* means an area of land not larger than five (5) acres in size, developed for and restricted to, a single-family residence.

*Site* means generally, any tract, lot or parcel of land or combination of tracts, lots, or parcels of land that are in one (1) ownership, or in diverse ownership but contiguous, and which are to be developed as a single unit, subdivision, or project.

*Snipe sign* means any temporary, unpermitted, non-political, and non-religious sign of any material, including paper, plastic, cardboard, wood, or metal when tacked, nailed or attached in any way to trees, poles, stakes, fences, the ground, or other objects where such sign may or may not be applicable to the present use of the property upon which such sign is located.

*Social, fraternal club and lodge* means a group of people formally organized for a common interest, usually cultural, religious or entertainment, with regular meetings, rituals, and formal membership requirements, and includes Knights of Columbus, Masons, Moose, Elks, etc.

*Special event* means an occasional or periodic gathering hosted, sponsored, or authorized by a property owner.

*Special exception* means a use that would not be appropriate generally or without restriction throughout the zoning district but which, if controlled as to the number, area, location, or relation to the neighborhood, could promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

~~*Special flood hazard area* means an area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zones A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]~~

*Species of special concern (section 27-422)* means any flora or fauna designated as such by the State of Florida.

~~*Start of construction.* The date of issuance if a building permit for new construction and/or substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a~~

---

~~building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.~~

~~Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]~~

*Stormwater* means the flow of water which results from, and that occurs following a rainfall.

*Stormwater management facilities* means those facilities systems which are designed and constructed or implemented to control discharges necessitated by rainfall events, and may incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and pollution, or otherwise affect the quality and quantity of discharges.

*Story* means that portion of a building included between the upper surface of any floor and the upper surface of the next floor above it or the roof.

*Street, collector* means a road, which in addition to providing access to abutting properties, is designed to connect local streets with arterials, as designated in the Neptune Beach Comprehensive Plan.

*Street, cul-de-sac (section 27-476)* means a local street no longer than six hundred (600) feet in length that terminates in a circular vehicle turnaround.

*Street, local (section 27-476)* means a roadway which provides direct access to abutting properties and is designed to carry no more traffic than is generated on the street itself and no more than one thousand six hundred (1,600) vehicles per day.

*Street, principal, or minor arterial* means a part of the roadway system serving as a principal network for through traffic flow, including all state roads and any other roadway serving a similar function as designated in the Neptune Beach Comprehensive Plan.

*Structurally altered* means any change, except for repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders, floor or roof joists or trusses.

*Structure* means anything constructed, installed, or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. It also includes, but is not limited to, buildings, walls, gates, monuments, fountains, fences, swimming pools, poles, pipelines, transmission lines, tracks and signs.

*Subdivision* means any subdivision or re-subdivision of a subdivision, tract, parcel or lot of land into two (2) or more lots or parcels by means of mapping, platting, conveyance, change or rearrangement of boundaries. See subdivision requirements in division 3 of article III of chapter 27.

~~*Substantial damage.* Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before damaged condition would equal or exceed, over any five-year period, a cumulative total of fifty (50) percent of the market value of the building or structure before the damage occurred.~~

~~*Substantial improvement.* Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds, over any five-year period, a cumulative total of fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

---

~~(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~

~~(2) Any alteration of a historic structure, provided the alteration will not preclude the structure's continued designation as a historic structure.~~

*Swale* means a shallow channel that functions as an intermittent drainage way.

*Swimming pool* means a structure above or below ground level used for bathing, wading, or swimming purposes and being over twenty-four (24) inches deep at any point from the top of the structure wall to the bottom of the structure.

*Tandem parking space* means a parking space that abuts a second parking space in such a manner that vehicular access to the tandem space can be made only through the second parking space.

*Temporary sign* means any permitted sign, which is designed, constructed, and intended to be used on a short-term basis. A permanent sign with periodic changes to the message shall not be considered as a temporary sign.

*Temporary structure* means a subordinate structure that is intended to occupy a portion of the lot in which the principal structure resides, for only such time as the use is necessary and is further specified by this Code, to include, but not limited to, portable storage units commonly referred to PODS, canopies, tents, fences of a transient nature such as barricades.

*Theater* means an establishment offering live presentations or showing motion pictures to be viewed in an auditorium.

*Threatened species* means any flora or fauna that is so designated in Section 39-27.004, Florida Administrative Code or in 50 CFR 17.11-12.

*Townhouse* means a single-family dwelling constructed in a series or group of attached units in which each unit has its own front and rear access to the outside and no unit is located over another unit, with property lines and fire walls as required by the Florida Building Code, separating each unit.

*Trade school* means an establishment in which is offered, for compensation, instruction in a trade or craft, including, but not limited to, carpentry, masonry, metal working, machinery repair and operation, welding, fabrication, and the like.

*Traffic impact study (TIS)* means a study carried out by a registered professional transportation engineer that investigates the impact of a proposed development or other improvement on vehicle, pedestrian, or cyclist safety, and on traffic operations, recommending any mitigating measures that may be required as a result of that impact.

*Tree (section 27-445)* means any living, self-supporting perennial plant which has a trunk diameter of at least four (4) inches measured three (3) feet above grade (at the base of the tree) and normally grows to a minimum overall height of fifteen (15) feet.

*Trees planted for harvest (section 27-445)* means all trees which have been planted or shall be planted with the bona fide intention at the time of said planting to commercially harvest said trees in the future. These trees shall include, by way of illustration and not limitation, Christmas trees, slash pines, and pulpwood.

*Use* means the purpose for which land or water, or a structure thereon is designated, arranged, or intended to be occupied or utilized or for which it is occupied or maintained.

*Variance* means a grant of relief from any of the requirements of chapter 27, ~~or the flood-resistant construction requirements of chapter 30,~~ which permits construction in a manner that would not otherwise be permitted by chapters 27 ~~or 30,~~ to the extent allowed by the provisions of division 8 of article IV of chapter 27.

*Vehicle sign* means any sign affixed to a vehicle.

*Veterinary clinic* means a facility that has been issued a premises permit to engage in the practice of veterinary medicine as provided for in F.S. Ch. 474.

*Vocational school* means an establishment in which is offered, for compensation, instruction in a vocation such as, but not limited to, barbering, cosmetology, hair styling, bartending, and interior decorating.

*Warehouse/mini-warehouse* means a structure used primarily for the storage and distribution of goods or materials.

~~*Watercourse*. A river, creek, stream, channel, or other topographic feature in, on, though, or over which water flows at least periodically.~~

*Wellhead buffer zone* means all land within a one hundred-foot buffer around the wellhead protection zone as depicted in Figure 27-375-1.

*Wellhead protection zone* means all land within a two hundred-foot radius of an existing or designated protected wellhead as depicted in Figure 27-375-1.

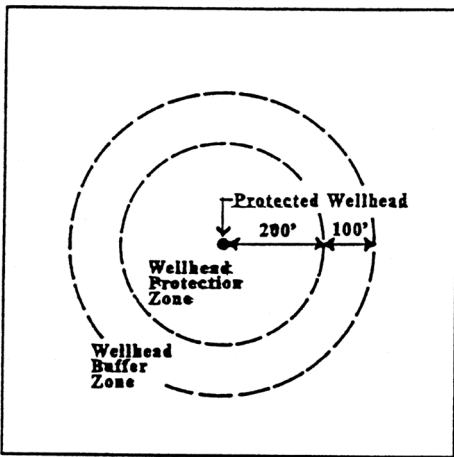


Figure 27-375-1

*Wetlands protection zone/wetlands, jurisdictional* shall have the same meaning as the definition of "wetlands" set forth in F.S. § 373.019(22), as may be amended from time to time. The delineation of jurisdictional wetland boundaries shall be made by professionally accepted methodology consistent with the unified state-wide methodology for the delineation of the extent of wetlands ratified by the state legislature pursuant to F.S. Ch. 373.

*Wholesale sales* means any establishment engaged in on-premises sales of goods primarily to customers engaged in the business of reselling the goods.

*Wind sign* means any device, including, but not limited to, one (1) or more banners, flags, pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind not specifically exempted by section 27-580 of this Code (see Figure 27-576-5).

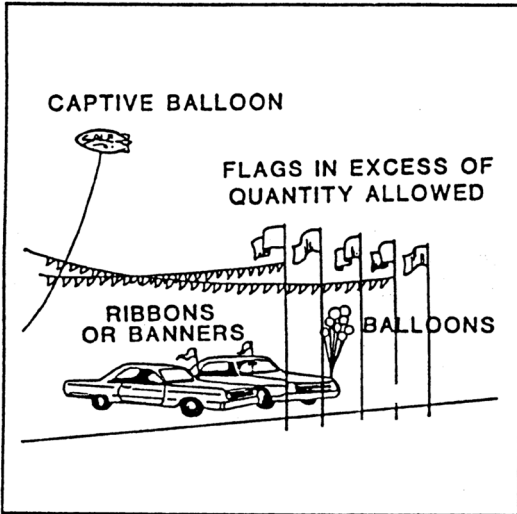


Figure 27-576-5

*Worship facility* means a building used primarily as a place wherein persons regularly assemble for religious worship, instruction, or education, including churches, synagogues, temples, sanctuaries, chapels and cathedrals and buildings associated with same, such as parsonages, friaries, convents, fellowship halls, Sunday schools, and rectories. Parochial child day care centers and primary and/or secondary educational facilities that are owned or operated by an established worship facility shall be included in this definition.

*Written or in writing* means any representation of words, letters, or figures, whether by printing or otherwise.

*Yard* means an open space on the same lot with a building or proposed building, unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided herein.

*Yard, corner side* means the yard extending along the street upon which it has the largest exterior frontage. (See Figure 27-15-2.)

*Yard, front* means a yard that extends across the front of a lot between the lot lines, from the front line of any building or proposed building, excluding steps, to the front of the lot. On corner lots, the front yard shall be considered the area directly situated in front of the primary façade of the structure.

*Yard, rear* means a yard that extends across the rear of a lot between the side lot lines and measured between the rear line of the lot and the rear line of the building or proposed building, excluding steps and unenclosed porches. (See Figure 27-15-3.)

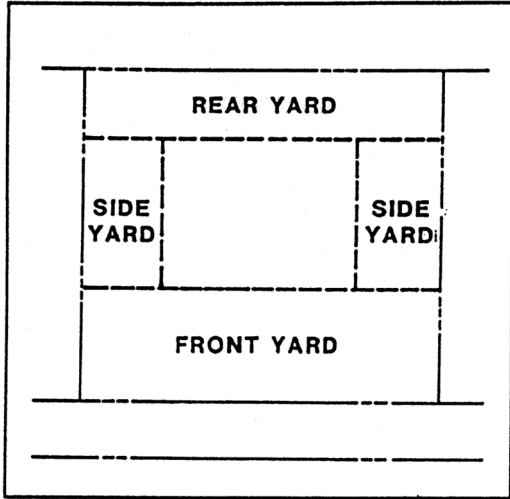


Figure 27-15-3

*Yard, side* means a yard between any building or proposed building and the sideline of the lot and extending from the front yard line to the rear building line, excluding steps.

*Year* means a calendar year, unless otherwise indicated.

*Zoning map* means that map adopted by reference in section 27-9.

*Zoning permit* means a permit that is issued by the city manager or designee after determining that the proposed use is consistent with the uses permitted in that zoning district.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2004-18, § 1, 12-6-04; Ord. No. 2005-03, § 1, 3-7-05; Ord. No. 2006-03, § 1, 3-6-06; Ord. No. 2006-06, § 1, 5-1-06; Ord. No. 2007-07, § 1, 6-4-07; Ord. No. 2008-10, § 1, 9-8-08; Ord. No. 2010-10, § 1, 7-12-10; Ord. No. 2010-14, § 3, 9-7-10; Ord. No. 2011-03, § 1, 2-17-11; Ord. No. 2011-09, § 1, 6-6-11; Ord. No. 2011-25, § 2, 12-5-11; Ord. No. 2012-11, § 2, 12-4-12; Ord. No. 2013-01, § 2, 5-6-13; Ord. No. 2015-14, § 1, 10-5-15; Ord. No. 2016-07, § 1, 7-6-16; Ord. No. 2017-16, § 1, 6-5-17; Ord. No. 2017-10, § 1, 7-5-17; Ord. No. 2017-32, § 2, 1-8-18; Ord. No. 2018-02, § 1, 4-2-18; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

---

## ARTICLE III. - ADMINISTRATIVE AND ENFORCEMENT PROCEDURES

### DIVISION 8. - VARIANCES

#### Sec. 27-141. Generally.

The city council upon recommendation by the community development board, may grant a variance from the strict application of any provision of the Code, except provisions for permissible uses and concurrency, or residential variances otherwise decided by the community development board, provided that such variance is granted in conformance with this section.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 19, 9-7-10; Ord. No. 2022-03 , § 1(Exh. A), 8-1-22)

#### Sec. 27-142. Definitions.

Refer to article I for definitions.

(Ord. No. 2004-10, § 1, 10-4-04)

#### Sec. 27-143. Application requirements.

- (a) All applications for variances shall be filed with the city using the forms approved and provided by the city staff.
- (b) The application shall be accompanied by payment of the official filing fee as set by resolution of the city council.
- (c) The application shall include the following:
  - (1) Name and address of the owner and agent, along with notarized signatures of the same;
  - (2) Address and legal description of the property, a copy of the deed and an accurate survey;
  - (3) A description of the proposed variance;
  - (4) An eight and one-half (8½) inches by eleven (11) inches overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. The plot plan, as submitted or modified by the applicable board, shall be binding upon the applicant if the variance is granted;
  - (5) The conditions affecting the property which are not typical of other properties in the zoning district;
  - (6) Facts indicating the unique hardship on the real property;
  - (7) Facts indicating that the variance would not be detrimental to the public welfare or nullify the intent of the Code;
  - (8) An eight and one-half (8½) inches by eleven (11) inch copy of the relevant area of the Duval County Property Ownership Map, to be provided by the building official's office as part of the application packet. Said copy shall show the exact location of the land proposed for the variance, along with all of the properties requiring notice as described in subsection 27-144(c)(2);
  - (9) A list of the addresses of all properties, as described in subsection 27-144(c);

---

(10) Notice of exceptional requirements as applicable in section 27-150 or section 27-151, shall be provided; and

(11) Photographs of property as it exists.

(Ord. No. 2004-10, § 1, 10-4-04)

**Sec. 27-144. Notice requirements.**

- (a) Notice indicating the time and place of the quasi-judicial public hearing shall be posted in two (2) places in the city, one (1) of which shall be in the front yard of the subject property, facing the street on which the property is addressed, and one (1) of which shall be at City Hall on the public notice board, for at least ten (10) days immediately prior to the quasi-judicial public hearing before the community development board or the city council. Such notice shall contain the address or location of the property and the nature of the application. The notice at the variance site shall be a standard size and design established by the community development board and shall be placed at the subject property by a representative of the building department.
- (b) The building department shall ensure advertised notice is printed in a newspaper of general circulation within the City of Neptune Beach at least ten (10) days prior to the quasi-judicial public hearing before the community development board. The advertised notice shall state the date, time, place of the quasi-judicial public hearing, case number, and shall contain the address of the property and the nature of the application.
- (c) At least ten (10) days prior to the quasi-judicial public hearing, the building department shall give notice of the quasi-judicial public hearing before the community development board by U.S. Mail to the following:
  - (1) The property owner and the applicant if different from the owner; and
  - (2) The owner(s), as listed in the current Duval County Tax Assessor's records, of each property within a three hundred-foot radius of the boundary of the subject property.
- (d) If any party described in section 27-153 does not contest the issue of proper notice within thirty (30) days from the date the applicable community development board or the city council renders final action on a variance, then notice shall be deemed to be in compliance with this section.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 20, 9-7-10; Ord. No. 2022-03 , § 1(Exh. A), 8-1-22)

**Sec. 27-145. Procedures for applying for and issuing a variance for property located within the R-1, R-2, R-3, R-4 and R-5 zoning districts.**

- (a) *Submittal of application.* The owner or developer shall submit a completed application, as described in section 27-143, to the office of the city manager or designee.
- (b) *Determination of sufficiency.* The city manager or designee shall review the application within five (5) working days of its submission to determine if it is sufficient. When the application is determined to be complete within the requirements of section 27-143, the city manager or designee shall forward the application to the community development board for consideration.
- (c) *Community development board action.* Allowing for proper notice according to section 27-144, the community development board shall conduct a quasi-judicial public hearing and shall issue a decision granting, granting with conditions, or denying the variance pursuant to the standards of this division and after making the findings of fact required by this division.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 21, 9-7-10; Ord. No. 2022-03 , § 1(Exh. A), 8-1-22)



---

**Sec. 27-145.1. Reserved.**

Editor's note(s)—Ord. No. 2022-03 , § 1(Exh. A), adopted Aug. 1, 2022, deleted § 27-145.1 entitled "Administrative variances," which derived from: Ord. No. 2004-10, § 1, adopted Oct. 4, 2004; and Ord. No. 2010-14, § 22, adopted Sept. 7, 2010.

**Sec. 27-145.2. Procedures for applying for and issuing a variance for property located within the C-1, C-2, C-3, CBD, and conservation zoning districts.**

- (a) *Submittal of application.* The owner or developer shall submit a completed application, as described in section 27-143, to the office of the city manager or designee.
- (b) *Determination of sufficiency.* The city manager or designee shall review the application within five (5) working days of its submission to determine if it is sufficient. When the application is determined to be complete within the requirements of section 27-143, the city manager or designee shall forward the application to the community development board for consideration.
- (c) *Community development board action.* Allowing for proper notice as specified in this division, the community development board shall conduct a quasi-judicial public hearing and shall prepare, in writing, its comments and recommendation to the city council for approval, approval with conditions, or denial of the application. Any person at the quasi-judicial public hearing shall be afforded the opportunity to be heard.
- (d) *City council action.* At the next available meeting of the city council, allowing for required notice as described in this part, the city council, by way of quasi-judicial public hearing, shall approve, deny, or approve with conditions said application after consideration of the comments and recommendations of the community development board, based on the standards set forth in this division.
- (e) ~~*Floodplain variances.* This section does not apply to variances from floodplain regulations; such variances are decided by the community development board as provided in sections 27-150 and 17-151.~~

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2007-10, § 1, 8-6-07; Ord. No. 2010-14, § 23, 9-7-10; Ord. No. 2022-03 , § 1(Exh. A), 8-1-22)

**Sec. 27-146. Limitations issuing a variance.**

- (a) Establishment or expansion of a use otherwise prohibited or not permitted shall not be allowed by variance.
- (b) A variance shall not be granted solely because of existing nonconformities, but shall consider topography, elevation, and other such natural occurrences in the zoning district or in the adjoining zoning district.
- (c) A modification to lot requirements so as to increase the permitted density shall not be considered a variance.
- (d) A variance shall not change the functional classification of a use permitted or permissible in a zoning district.
- (e) A variance shall not change the requirements for concurrency.
- (f) A variance shall not allow a billboard to be erected or maintained.
- (g) A variance shall be personal to the applicant and shall not be tied to the land unless the variance is implemented prior to the expiration of the granted variance, or if indicated otherwise on the variance application.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03 , § 1(Exh. A), 8-1-22)

---

**Sec. 27-147. Required findings needed to issue a variance.**

The community development board shall not recommend approval of, any variance unless it makes a positive finding, based on substantial competent evidence presented at the public hearing, on each of the following criteria:

- (1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.
- (2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.
- (3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general.
- (4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.
- (5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.
- (6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.
- (7) Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2007-10, § 2, 8-6-07; Ord. No. 2009-05, § 1, 6-1-09; Ord. No. 2010-14, § 24, 9-7-10)

**Sec. 27-148. Imposition of conditions in issuing a variance.**

In issuing a variance, the community development board or the city council may impose such conditions and restrictions upon the premises benefited by a variance as may be necessary to minimize the injurious effect of the variance.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 25, 9-7-10)

**Sec. 27-149. Expiration of issued variance.**

An approved variance shall be personal to the record title owner at the time of its approval unless an applicant requests transferability and shall, in any event, expire either one (1) year after the date of approval or by earlier council action, unless construction has actually commenced. A one-time extension of up to twelve (12) months may be granted, if the applicant provides a written request to the city manager or designee. An applicant who wishes to utilize a variance that has expired must file a new application and repay the fees associated with a variance application, and the newly filed variance will go through the same process as the original variance.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

---

Sec. 27-150. Reserved. Special provisions for variances and appeals regarding floodplain regulations.

- (a) ~~General.~~ Pursuant to F.S. § 553.73(5), the community development board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements in chapter 30 of this Code.
- (b) ~~Appeals.~~ The community development board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of chapter 30. Any person aggrieved by the decision of community development board may appeal such decision to the city council.
- (c) ~~Limitations on authority to grant variances.~~ The community development board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection (g) of this section, the conditions of issuance set forth in subsection (h) of this section, and the comments and recommendations of the floodplain administrator and the building official. The community development board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.
- (d) ~~Restrictions in floodways.~~ A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 30-5 of chapter 30.
- (e) ~~Reserved.~~
- (f) ~~Functionally dependent uses.~~ A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of subsection (d) above, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (g) ~~Considerations for issuance of variances.~~ In reviewing requests for variances, the community development board consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:
- (1) ~~The danger that materials and debris may be swept onto other lands resulting in further injury or damage;~~
  - (2) ~~The danger to life and property due to flooding or erosion damage;~~
  - (3) ~~The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;~~
  - (4) ~~The importance of the services provided by the proposed development to the community;~~
  - (5) ~~The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;~~
  - (6) ~~The compatibility of the proposed development with existing and anticipated development;~~

- 
- ~~(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;~~
  - ~~(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;~~
  - ~~(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and~~
  - ~~(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.~~
  - ~~(h) *Conditions for issuance of variances.* Variances shall be issued only upon:~~
    - ~~(1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;~~
    - ~~(2) Determination by the community development board that:
      - ~~a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;~~
      - ~~b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and~~
      - ~~c. The variance is the minimum necessary, considering the flood hazard, to afford relief.~~~~
    - ~~(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land.~~

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 26, 9-7-10; Ord. No. 2011-25, § 3, 12-5-11; Ord. No. 2012-11, § 2, 12-4-12; Ord. No. 2013-01, § 2, 5-6-13; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

State law reference(s)—Water resources, F.S. Ch. 373.

Sec. 27-151. ~~Reserved. Special provisions where floodplain variances are sought for historically significant properties.~~

~~Notwithstanding the foregoing requirements, special variances may be granted for the reconstruction, rehabilitation or restoration of structures listed on a local register of historic places or the Florida Master Site File, the state inventory of historic places. The special variance shall be the minimum necessary to protect the historic character and design of the structure. No special variance shall be granted if the proposed construction, rehabilitation, or restoration will cause the structure to lose its historical designation.~~

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

---

State law reference(s)—Historical resources, F.S. Ch. 267.

**Sec. 27-152. Violation of variance terms or conditions.**

The violation of terms or conditions of a variance shall be treated as a violation of this Code and subject to applicable remedies.

(Ord. No. 2004-10, § 1, 10-4-04)

**Sec. 27-153. Procedure for appeal.**

- (a) The following persons may appeal to the city council any final decision of the community development board with respect to a variance for the property located within the R-1, R-2, R-3, R-4 or R-5 zoning districts:
  - (1) The applicant for the variance;
  - (2) The owner of any property within three hundred (300) feet, as described in subsection 27-144(c)(2), for which the variance was requested; or
  - (3) Any person deemed a party intervener or similar status under applicable rules adopted by the community development board.
- (b) The notice of appeal shall state the specific error(s) alleged as the grounds for the appeal and shall be filed, along with the filing fee, as passed by resolution of the city council, with the city clerk within thirty (30) days from the date the decision of the applicable board is rendered.
- (c) At its next regular meeting, following all appropriate notice, the city council shall review the record of the hearing conducted by the community development board. No new evidence may be presented unless it pertains to events or circumstances, which have substantially changed since the community development board decision. The city council shall uphold the decision of the community development board unless the council finds that:
  - (1) Defects in notice or procedural due process are alleged and proven; or
  - (2) The decision of the community development board is not supported by competent substantial evidence and testimony produced at the public hearing; or
  - (3) New evidence is available because of substantial changes in circumstance.
- (d) The city council must affirm, modify, or reverse, each appeal of a variance. When the council acts on an appeal of a final decision of the board, that action shall be deemed to be the final action of the city and shall be subjected to no further review by the city council.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 27, 9-7-10; Ord. No. 2022-03 , § 1(Exh. A), 8-1-22)

**Sec. 27-154. Appeal of city council decisions on variances.**

Decisions of the city council in accordance with the appeal procedures as described in section 27-153, or on variances for property located within the C-1, C-2, C-3, CBD and conservation districts, shall be subject to review only as provided by Florida law.

(Ord. No. 2004-10, § 1, 10-4-04)

---

**Sec. 27-155. Reserved.**

---

## Chapter 30 FLOODPLAINS

### ARTICLE I. FLOODPLAIN MANAGEMENT

#### Sec. 30-1. In general.

- (a) *Title.* These regulations shall be known as the Floodplain Management Ordinance of City of Neptune Beach, hereinafter referred to as "this article."
- (b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; ~~placement, installation, or replacement of manufactured homes and manufactured buildings~~; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- (c) *Intent.* The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
  - (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
  - (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
  - (4) Manage the alteration of flood hazard areas, ~~watercourses~~, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
  - (5) Minimize damage to public and private facilities and utilities;
  - (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
  - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
  - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- (d) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (e) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may

---

be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

- (f) *Disclaimer of liability.* This article shall not create liability on the part of City of Neptune Beach or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. No. 2017-13 , § 1, 6-5-17)

### **Sec. 30 -2. Definitions**

- (a) Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this section, have the meanings shown in this section.
- (b) Terms defined in the Florida Building Code. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (c) Terms not defined. Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.
- (1) **Appeal.** A request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.
- (2) **ASCE 24.** A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.
- (3) **Base flood.** A flood having a 1 -percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1 - percent-annual chance flood."
- (4) **Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]
- (5) **Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202.]
- (6) **Coastal construction control line.** The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.
- (7) **Coastal high hazard area.** A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone VI-V30, VE, or V.
- (8) **Design flood.** The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]
- a. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- b. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.



- 
- (9) **Design flood elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 202.]
- (10) **Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.
- (11) **Existing building and existing structure.** Any buildings and structures for which the "start of construction" commenced before March 15, 1977. [Also defined in FBC, B, Section 202.]
- (12) **Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.
- (13) **Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]
- a. The overflow of inland or tidal waters.
  - b. The unusual and rapid accumulation or runoff of surface waters from any source.
- (14) **Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]
- (15) **Flood hazard area.** The greater of the following two areas: [Also defined in FBC, B, Section 202.]
- a. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
  - b. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.
- (16) **Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]
- (17) **Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Flood way Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]
- (18) **Floodplain administrator.** The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).
- (19) **Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.
- (20) **Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.
- (21) **Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.
- (22) **Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

- 
- (23) **Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code. Existing Building, Chapter 12 Historic Buildings.
- (24) **Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
- i. **Letter of Map Amendment (LOMA).** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
  - ii. **Letter of Map Revision (LOMR).** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
  - iii. **Letter of Map Revision Based on Fill (LOMR-F).** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
  - iv. **Conditional Letter of Map Revision (CLO MR).** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.
- (25) **Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]
- (26) **Market value.** The value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.
- (27) **New construction.** For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after March 15, 1977 and includes any subsequent improvements to such structures.
- (28) **Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.
- (29) **Special flood hazard area.** An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, AI-A30, AE, A99, AH, VI-V30, VE or V. [Also defined in FBC, B Section 202.]
- (30) **Start of construction.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.
- Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not

---

occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

**(31) Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

**(32) Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the five-year period begins on the date of the first improvement or repair of that building or structure subsequent to November 2, 2018. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: (Also defined in FBC, B, Section 202.)

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions

2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**(33) Variance.** A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

### **Sec. 30-~~23~~. Applicability.**

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Neptune Beach, as established in subsection (c) of this section.
- (c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Duval County, Florida and Incorporated Areas, dated November 2, 2018 ~~June 3, 2013~~ and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City Hall in the Planning and Community Development Department of Neptune Beach.
- (d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 30-~~65~~ of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
  - (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
  - (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

- 
- (e) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
  - (f) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.
  - (g) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
    - (1) Considered as minimum requirements;
    - (2) Liberally construed in favor of the governing body; and
    - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2017-13 , § 1, 6-5-17)

### **Sec. 30-34. Duties and powers of the floodplain administrator.**

- (a) *Designation.* The city manager or designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section [30-8 of this article](#)~~27-150 in chapter 27~~.
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
  - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
  - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
  - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
  - (4) Provide available flood elevation and flood hazard information;
  - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
  - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
  - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

- 
- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
  - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
  - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
  - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this article is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section [30-8 of this article 27-150 in chapter 27](#).
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section [30-7.7](#) of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:
- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;
  - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
  - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within six (6) months of such data becoming available;

- 
- (4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code and this article to determine that such certifications and documentations are complete;
  - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of City of Neptune Beach are modified; and
  - (6) Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood-resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City Hall.

(Ord. No. 2017-13 , § 1, 6-5-17)

### **Sec. 30-45. Permits.**

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
  - (1) Railroads and ancillary facilities associated with the railroad.
  - (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.



- 
- (3) Temporary buildings or sheds used exclusively for construction purposes.
  - (4) Mobile or modular structures used as temporary offices.
  - (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
  - (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
  - (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on-site or pre-assembled and delivered on-site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
  - (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
  - (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.
- (d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
- (1) Identify and describe the development to be covered by the permit or approval.
  - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
  - (3) Indicate the use and occupancy for which the proposed development is intended.
  - (4) Be accompanied by a site plan or construction documents as specified in section 30-56 of this article.
  - (5) State the valuation of the proposed work.
  - (6) Be signed by the applicant or the applicant's authorized agent.
  - (7) Give such other data and information as required by the floodplain administrator.
- (e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.
- (g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- (h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- 
- (1) The St. Johns River Water Management District; F.S. § 373.036.
  - (2) Florida Department of Health for on-site sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.
  - (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
  - (4) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.
  - (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
  - (6) Federal permits and approvals.

(Ord. No. 2017-13 , § 1, 6-5-17)

### **Sec. 30-~~56~~. Site plans and construction documents.**

- (a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
  - (1) Delineation of flood hazard areas, ~~floodway boundaries~~ and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
  - (2) Where base flood elevations, ~~or floodway data~~ are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with subsections (b)(2) or (3) of this section.
  - (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with subsection (b)(1) of this section.
  - (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
  - (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
  - (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
  - (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
  - (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
  - (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.



- 
- (b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:
- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
  - (2) Obtain, review, and provide to applicants base flood elevation ~~and floodway~~ data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation ~~and floodway~~ data available from a federal or state agency or other source.
  - (3) Where base flood elevation ~~and floodway~~ data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
    - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
    - b. Specify that the base flood elevation is ~~two-three (32)~~ feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than ~~three (3) two (2)~~ feet.
  - (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (c) ~~*Additional analyses and certifications. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), the applicant shall have an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage prepared, signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents; Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:*~~
- ~~(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.~~
  - ~~(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~
  - ~~(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection (d) of this section.~~

~~(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.~~

- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, ~~change floodway boundaries~~, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2017-13 , § 1, 6-5-17)

### **Sec. 30-~~67~~. Inspections.**

- (a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
  - (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 30-~~65~~(b)(3)b. of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection (d) of this section.

(Ord. No. 2017-13 , § 1, 6-5-17)

### **Sec. 30 - 8- Variances and appeals.**

- (a). General. The Neptune Beach Community Development Board shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to section 553.73(5), F.S., the Neptune Beach Community Development Board shall hear and decide on requests for appeals and requests

---

for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

- (b) Appeals. The Neptune Beach Community Development Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the Neptune Beach Community Development Board may appeal such decision to the Circuit Court of Duval County, as provided by Florida Statutes.
- (c) Limitations on authority to grant variances. The Neptune Beach Community Development Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in 30-8 (f) of this article, the conditions of issuance set forth in 30-8 (g) of this article, and the comments and recommendations of the floodplain administrator and the building official. The Neptune Beach Community Development Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- (d) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (e) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (f) Considerations for issuance of variances. In reviewing requests for variances, the Neptune Beach Community Development Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
  - (2) The danger to life and property due to flooding or erosion damage;
  - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
  - (4) The importance of the services provided by the proposed development to the community;
  - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
  - (6) The compatibility of the proposed development with existing and anticipated development;
  - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
  - (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
  - (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

---

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(g) Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the Neptune Beach Community Development Board that:

(a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

(b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

(c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

### **Sec. 30-~~97~~. Violations.**

- (a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2017-13 , § 1, 6-5-17)

---

**Sec. 30-~~108~~. Building and structures.**

- (a) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to subsection 30-~~45~~(c) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 30-~~142~~ of this article.
- (b) *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
  - (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.
- (c) Manufactured homes and recreational vehicles.
- (1) Manufactured homes defined in 15C-1.0101, Florida Administrative Code, are not allowed in flood hazard areas.
  - (2) Recreational vehicles defined in sec. 320.01, Florida Statutes, are not allowed in flood hazard areas.

(Ord. No. 2017-13 , § 1, 6-5-17)

**Sec. 30-~~911~~. Subdivisions.**

- (a) *Minimum requirements.* Subdivision proposals shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
  - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
  - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Subdivision plats.* Where any portion of proposed subdivisions the following shall be required:
- (1) Delineation of flood hazard areas, ~~floodway boundaries~~ and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;
  - (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 30-~~65~~(b)(1) of this article; and
  - (3) Compliance with the site improvement and utilities requirements of section 30-~~10-12~~ of this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

---

## Sec. 30-1~~29~~. Site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
  - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
  - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7, to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.
- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7, to minimize or eliminate infiltration of floodwaters into the systems.
- (d) ~~*Reserved Limitations on sites in regulatory floodways.* No development, including but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 30-5(c)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.~~
- (e) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- (f) *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by subsection 30-~~56~~(c)(4) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with subsection 30-1~~42~~(~~h e~~)(3) of this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

## Sec. 30-1~~31~~. Tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above ground tanks, not elevated.* Above ground tanks that do not meet the elevation requirements of subsection (c) of this section shall:
- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral

---

movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).
- (c) *Above ground tanks, elevated.* Above ground tanks in flood hazard areas shall be attached to an elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
  - (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
  - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2017-13 , § 1, 6-5-17)

### **Sec. 30-142. Other development.**

- (a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

- (1) Be located and constructed to minimize flood damage;

~~(2) Meet the limitations of subsection 30-10(d) of this article if located in a regulated floodway;~~

- ~~(3)~~ Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

- ~~(4)~~ Be constructed of flood damage-resistant materials; and

- ~~(5)~~ Have mechanical, plumbing and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

~~(b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 30-10(d) of this article.~~

~~(c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 30-10(d) of this article.~~

~~(d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 30-10(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 30-5(c)(3) of this article.~~

~~(e) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are~~



---

permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

(cf) *Decks and patios in coastal high hazard areas (Zone V)*. In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(gd) *Other development in coastal high hazard areas (Zone V)*. In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(he) *Nonstructural fill in coastal high hazard areas (Zone V)*. In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.



- 
- (2) Nonstructural fill with finished slopes that are steeper than one (1) unit vertical to five (5) units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
  - (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Ord. No. 2017-13 , § 1, 6-5-17)

**Sec. 30-153. ~~Reserved. Administrative amendments to the Florida Building Code, Building.~~**

~~The Neptune Beach Code of Ordinances, Part II, Chapter 8, Buildings and Building Regulations, is hereby amended by the following administrative amendments to the Florida Building Code, Building.~~

~~(A) *Building permits issued on the basis of an affidavit.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Chapter 8, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.~~

~~(B) **VARIANCES IN FLOOD HAZARD AREAS**~~

~~(1) *Flood hazard areas.* Pursuant to F.S. § 553.73(5), the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.~~

(Ord. No. 2017-13 , § 1, 6-5-17)

**Sec. 30-164. Fiscal impact statement.**

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

(Ord. No. 2017-13 , § 1, 6-5-17)

---

**Sec. 30-~~15~~17. Applicability.**

For the purposes of jurisdictional applicability, this article shall apply in City of Neptune Beach. This article shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the adoption date of this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

**Sec. 30-~~16~~18. Repealer.**

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This article specifically repeals and replaces the following ordinance(s) and regulation(s): portions of Ordinance No. 2011-25, as amended in this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

**Sec. 30-~~17~~19. Inclusion into the Code of Ordinances.**

It is the intent of the City of Neptune Beach that the provisions of this article shall become and be made a part of the City of Neptune Beach's Code of Ordinances, and that the sections of this article may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

(Ord. No. 2017-13 , § 1, 6-5-17)

**Sec. 30-~~18~~20. Severability.**

If any section, subsection, sentence, clause or phrase of this article is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

(Ord. No. 2017-13 , § 1, 6-5-17)

**Secs. 30-19—30-40. Reserved.**



**Agenda Item #10A  
Sodium Hypochlorite  
Tanks Replacement**

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

<b>AGENDA ITEM:</b>	Water Reclamation Facility – Sodium Hypochlorite Tanks Replacement
<b>SUBMITTED BY:</b>	Deryle Calhoun, P.E. Public Works Director
<b>DATE:</b>	December 19, 2023
<b>BACKGROUND:</b>	<p>Treated wastewater is disinfected utilizing Sodium Hypochlorite. The existing tanks were last replaced in 2016 and have a life span of seven to nine years according to the manufacturing company. Additionally, usage at the plant has increased deliveries to weekly, thereby providing little if any emergency storage.</p> <p>This project would replace the existing tanks and containment with double-walled tanks and increase storage capacity by more than 80%.</p> <p>Staff received a quote from Odyssey Manufacturing Company for \$25,500 which includes new tanks, demolition and disposal of existing and temporary chlorination for plant flows during construction.</p> <p>A City of Pompano Beach contract has been identified for adoption.</p>
<b>BUDGET:</b>	Budget report on 12/19/23 indicates an original FY24 capital budget for line Improvements – Not Buildings (401-4335-535-60-63) of \$785,521.00 and a budget remaining of \$623,020.81.
<b>RECOMMENDATION:</b>	Approve award to Odyssey Manufacturing Company in the amount of \$25,500.00.
<b>ATTACHMENT:</b>	<ul style="list-style-type: none"> <li>• Quote from Odyssey Manufacturing Company</li> <li>• Odyssey Manufacturing Company piggyback contract letter</li> <li>• City of Pompano Beach contract with Odyssey</li> </ul>



**ODYSSEY**  
MANUFACTURING CO.

October 4, 2023

Mr. Adam Prestidge  
City of Neptune Beach  
Wastewater Treatment Plant  
2010 Forest Avenue  
Neptune Beach, Florida 32266

Re: **AGREEMENT FOR CHEMICAL/BIOLOGICAL SYSTEM DESIGN,  
INSTALLATION, MAINTENANCE AND SERVICE WORK**

Dear Adam,

As you know, Odyssey Manufacturing Co. is the only licensed general contractor in the State of Florida that specializes in chemical system design, permitting, equipment supply and installation, and service work. We are the only entity that stocks chemical and biological odor control equipment in the State of Florida and that has loaner equipment immediately available. We also employ Odyssey Engineering Co. as necessary for Florida Department of Environmental Protection (FDEP) permitting and notification as required for our customers. As you know, we have designed and installed over 3,500 chemical systems in Florida. We have provided over 1,400 temporary chemical systems to support our customers. Most of our work is provided under installation and maintenance contracts. We currently have six chemical system installation and maintenance contracts and over 400 utilities "piggyback" these contracts. Our contract with the City of Pompano Beach expired in 2022 and it had been renewed six times and could not be renewed any further so they issued an RFP. Odyssey was selected as the successful supplier for this RFP. This is our most recent installation and maintenance services agreement.

Odyssey Manufacturing Co. agrees to allow the City of Neptune Beach to "piggyback" the City of Pompano Beach's recent chemical system installation and maintenance bid. I have attached a copy of the contract which includes the RFP solicitation and our proposal. The contract expires on November 13, 2027. Phil Hyer is the point of contact with the City of Pompano Beach at 954-545-7030. The following is a small sample of the projects we have done in southeast Florida under the Town of Davie and the City of Pompano Beach's contracts in the past ten years, this does not include over one hundred service calls:

- City of Coral Springs WTP – Emergency Sodium Hypochlorite Tank Lease
- City of Coconut Creek Hilton Booster Station – Chemical System installation and Ground Storage Tank Residual Control System
- City of Coconut Creek Hillsboro Booster Station – Chemical System installation and Ground Storage Tank Residual Control System
- City of Margate WTP/WWTP - Brine Tank Replacement
- City of Margate WTP/WWTP – OSHG System Maintenance

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



- City Margate WTP – Sodium Hypochlorite Tank Replacement and Containment Wall Repairs
- City of Margate WWTP – Emergency Coagulant System Installation to defray consent order
- City of Dania Beach – Sulfuric Acid System Piping Repairs and Tank Replacement
- Town of Davie WTP – Emergency Caustic System Installation to defray consent order
- Town of Davie WWTP – New Sodium Hypochlorite Feed System
- Town of Davie WTP – Emergency Sulfuric Acid Piping and Feed System Replacement
- City of Sunrise WTP's – Sodium Hypochlorite System FRP Tank Inspections
- City of Sunrise Springtree WTP – Sodium Hypochlorite Tank Relining
- City of Sunrise SW WTP – Sodium Hypochlorite System Tank Replacement and containment wall installation
- City of Pompano Beach WTP – CO2 System Replacement
- City of Pompano Beach WTP – Lime Slaker Replacement
- City of Pompano Beach WTP – Sodium Hydroxide System Replacement
- City of Pompano Beach WTP – Sulfuric Acid Disposal
- City of Pompano Beach WTP – Sodium Hypochlorite System Replacement
- City of Pompano Beach WTP – Ammonium Sulfate Conversion
- City of Pompano Beach WTP – HFS System Replacement
- City of Pompano Beach WTP – Temporary Coagulant System Lease to support Pilot Testing over one-year period
- City of Pompano Beach WTP – Chemical System Piping Improvements and Repairs
- City of Hallandale Beach -
- City of West Palm Beach ECR – FRP Tank Repairs to two tanks
- City of West Palm Beach ECR – Replacement of existing clarifier sodium hypochlorite systems
- Town of Mangonia Park – Sodium Hypochlorite conversion, ammonium sulfate conversion, corrosion inhibitor system installation
- Palm Beach County WTP's Various – Ground Storage Tank Mixers and THM Removal System installation and service work

We would anticipate performing piping repairs, pump skid rebuilds and chemical tank replacements as far as upcoming work with the City of Neptune Beach.

Thank you for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman  
General Manager

**ORDINANCE NO. 2023- 08**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ODYSSEY MANUFACTURING CO. FOR DESIGN, MAINTENANCE AND REPAIR OF CHEMICAL FEED SYSTEMS AT THE CITY’S WATER TREATMENT AND REUSE WATER TREATMENT PLANTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement (No. 1693) between the City of Pompano Beach and Odyssey Manufacturing Co., for design, maintenance and repair of chemical feed systems at the city’s water treatment and reuse water treatment plants; a copy of which agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Odyssey Manufacturing Co.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

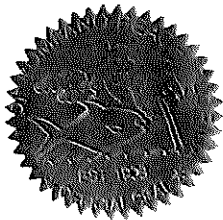
**PASSED FIRST READING** this 25th day of October, 2022.

**PASSED SECOND READING** this 8th day of November, 2022.

DocuSigned by:  
*Rex Hardin*  
502CB780EB3F480...  
**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:  
*Asceleta Hammond*  
62AB0835850F4A1...  
**ASCELETA HAMMOND, CITY CLERK**

DocuSigned by:  


/jrm  
10/6/22  
L:ord/2022-283  
Contract No. 1693

## **AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES No. 1693**

---

---

**THIS PROFESSIONAL/CONSULTING SERVICES AGREEMENT** is made and entered into on November 14, 2022, by the City of Pompano Beach, a Florida municipal corporation (“City”) and Odyssey Manufacturing Co., a Delaware Corporation authorized to do business in Florida (“Consultant”), collectively referred to as “the Parties.”

WHEREAS, City advertised RFQ E-19-22 in June 15, 2022, requesting firms to submit qualifications and experience for consideration to provide professional consulting services to the City for design, maintenance and repair of chemical feed systems at the city’s water treatment and reuse water treatment plants (“Project”);

WHEREAS, City desires to retain Consultant to provide design, maintenance and repair of chemical feed systems at the city’s water treatment and reuse water treatment plants, which Consultant is capable of providing under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work (“Exhibit A”), the Insurance Requirements (“Exhibit B”), and Request for Letter of Interest (RLI) E-19-22 and the Consultant’s Response (“Exhibit C”), all of which are attached and made a part of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and off equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 24, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit “A”, and (iii) Exhibit “C”.

2. *Scope of Work.* Consultant shall provide the services set forth in Exhibit “A”, including all necessary, incidental and related activities required for full and complete performance of this Agreement (“Scope of Work”). This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Work identifies the work items, Consultant shall notify the City’s Contract Administrator in writing in a timely manner before proceeding with the Work. If Consultant proceeds with such work without notifying the City’s Contract Administrator, the Work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to City’s Contract Administrator does not constitute authorization or approval by City to Consultant to perform the Work. Performance of



work by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to City.

3. City shall assist Consultant by placing at Consultant's disposal all information City has available pertinent to the Project, at no charge, including previous reports and any other data relative to design or construction of the Project. City shall arrange for access to, and make all provision for, Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of the Consultant or other material development that affects the scope or timing of Consultant's Services.

A. Consultant agrees to meet with City at reasonable times after reasonable notice.

B. Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities in a professional manner.

C. Notwithstanding any other remedy otherwise available to City, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to City.

D. Consultant shall pay its subconsultants, subcontractors and suppliers consistent with Chapter 218, Florida Statutes.

4. *Term.* The term of this Agreement shall begin upon complete execution by all Parties and shall end on the fifth (5<sup>th</sup>) anniversary of that date, provided that either party shall have the right to terminate this Agreement as set forth below.

5. *Extension.* In the event City determines Consultant to be in full compliance with this Agreement and Consultant's performance to be satisfactory, the City Contract Administrator, with City Commission approval, may extend the term of this Agreement for one five (5) year term beyond the term established above.

6. *Maximum Obligation.* City agrees to pay Consultant as compensation for performance of all services as related to the Scope of Work as required under the terms of this Agreement, including salary costs and reimbursables. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth for total compensation in the amount of or less than that agreed to by City and Consultant for the Project.

7. *Price Formula, Payment and Invoices.*

A. Price Formula. City agrees to pay Consultant for performance of the Work set forth in this Agreement as follows:

**Services and reimbursable expenses, as needed, shall not exceed eight hundred thousand dollars (\$800,000.00) per year this Agreement is in effect, in accordance with rates listed within Exhibit A. City reserves the right to issue Work Authorizations for studies and designs related to the City's Utilities facilities up to four hundred thousand dollars (\$400,000.00) per study in accordance with Florida Statute 287.055. Work Authorizations may be signed by each Parties Contract Administrator and Work Authorizations above one hundred and fifty thousand dollars (\$150,000.00) shall require City Commission approval in advance and prior to Consultant starting work.**

B. Payment. Consultant shall submit invoices to City in accordance to the fee schedule for each task under Exhibit "A", on a monthly basis, based on the progress of each task. All payments by City shall be made after the Work or task described in the Invoice has been verified as completed. Unless disputed by City as provided below, following City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for services as defined under Exhibit "A" Compensation. The City shall not be liable for any reimbursable expenses that have not been approved in advance, in writing, by City's Contract Administrator.

C. City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

D. In the event City has a claim against Consultant for Work performed pursuant to this Agreement, which has not been timely remedied in accordance with the provisions of this Paragraph, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

8. *Disputes.* Any factual disputes between City and the Consultant in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Phil Hyer and the Consultant's Contract Administrator shall be Patrick Allman (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email,

facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

**If to Consultant:** Patrick Allman  
1484 Massaro Boulevard  
Tampa, FL 33619  
Phone: 813-635-0339  
Email: [pallman@odysseymanufacturing.com](mailto:pallman@odysseymanufacturing.com)

**If to City:** Phil Hyer, Contract Administrator  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-545-7030  
Email: [phil.hyer@copbfl.com](mailto:phil.hyer@copbfl.com)

**With a copy to:** Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: [antonio.pucci@copbfl.com](mailto:antonio.pucci@copbfl.com)

**With a copy to:** Mark Berman, City Attorney  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954 786-4614  
Email: [mark.berman@copbfl.com](mailto:mark.berman@copbfl.com)

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work products, developed, prepared, assembled or compiled by Consultant as required for the Work described in this Agreement, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use or distribution as City deems appropriate, provided City has compensated Consultant for such Work product. City's re-use of Consultant's Work product shall be at its sole discretion and risk if done without Consultant's written permission. Upon completion of all Work or termination of this Agreement, copies of all of the above documents shall be promptly delivered to the City's Contract Administrator upon written request. The Consultant may not disclose, use, license or sell any work developed, created, or otherwise originated pursuant to this Agreement to any third party whatsoever. The rights and obligations created under this Paragraph shall survive the termination or expiration of this Agreement.

11. *Termination.*

A. City shall have the right to terminate this Agreement, in whole or in part, for cause by the Consultant, if the Consultant has not corrected the breach within ten (10) calendar days after written notice to Consultant identifying the breach. If the City erroneously, improperly

or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

B. Termination for convenience shall be effective on the termination date stated in written notice provided by the City, which termination date shall be not less than thirty (30) days after the date of such written notice.

C. This Agreement may also be terminated by the City upon such notice as the City Manager deems appropriate under the circumstances in the event that the City Manager determines that termination is necessary to protect the public health or safety.

D. The Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

E. If there is any material breach or default in Consultant's performance of any covenant or obligation in this Agreement which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

F. In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Paragraph 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until such Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. *Insurance.* Consultant shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided in this Agreement, no liability shall attach to the City by reason of entering into this Agreement.

A. Consultant shall at all times indemnify and hold harmless the City, its officials, officers, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant or any of its agents, officers, or employees, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant pursuant to this Agreement may be retained by City until all of City's claims for indemnification have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant pursuant to this Agreement shall constitute specific consideration to Consultant for the indemnification provided under this Paragraph and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Consultant agrees it shall not assign or otherwise transfer any of its interests, rights or obligations in this Agreement, in whole or in part, to any other person or entity without City's prior written consent, which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Consultant to assign or transfer any of its rights or obligations in this Agreement without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement, at which time, City shall be released of any of its obligations under this Agreement. In addition, this Agreement and the rights and obligations in this Agreement shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or

receivership. In the event of Consultant's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Consultant under this Agreement shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed pursuant to this Agreement, Consultant shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in their sole discretion, objects to the proposed subcontractor, Consultant shall be prohibited from allowing that subcontractor to provide any Work pursuant to this Agreement. Even if the Consultant is permitted to subcontract Work in accordance with this Paragraph, Consultant shall remain responsible for any and all contractual obligations and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Paragraph 28 below.

17. *Performance Under Law.* The Consultant, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. *Audit and Inspection Records.* The Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of the Consultant, if any, relating to performance under the contract until the expiration of three (3) years after final payment under this contract.

The Consultant further agrees to include in all its subcontracts arising from this Agreement a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. *Adherence to Law.* The Consultant shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. *Independent Consultant.* The Consultant shall be deemed an independent Consultant for all purposes, and the employees of the Consultant or any of its Consultants, subcontractors and the employees, shall not in any manner be deemed to be employees of City. As such, the employees of the Consultant, its Consultants or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Consultant, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Mutual cooperation.* The Consultant recognizes that the performance of the Scope of Work pursuant to this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Consultant shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall

actively foster a public image of mutual benefit to both parties. The Consultant shall not make any statements or take any actions detrimental to the City's effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under §119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**RecordsCustodian@copbfl.com**

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by the Parties that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. This Agreement and its terms, conditions and requirements comply with §287.055, Florida Statutes. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition in this Agreement shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights in this Agreement shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Consultant be considered a waiver of City's rights with respect to that default or any other default by Consultant.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for in this Agreement, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Consultant warrants that other than a bona fide employee working solely for Consultant, Consultant has not employed or retained any person or entity, or



paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Consultant's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Paragraph 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Consultant and City agree that this Agreement and other agreements pertaining to Consultant's performance hereunder shall not create any obligation on Consultant or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner

with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. *Promoting Project Objectives.* Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the Project. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the Project, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

35. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

37. *Employment Eligibility.* By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination

38. *Truth-In-Negotiation Certificate.* Consultant's compensation under this Agreement is based upon representations supplied to City by Consultant, and Consultant certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**"CITY"**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

DocuSigned by:  
*Asceleta Hammond*  
62AB0835850F4A1...  
\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

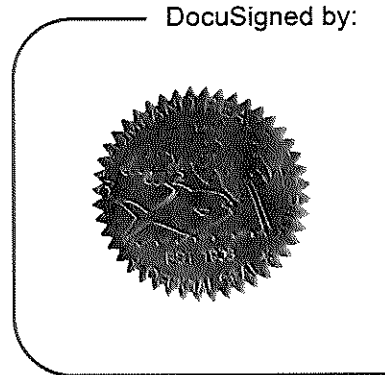
DocuSigned by:  
*Rex Hardin*  
502CB780EB3F480...  
By: \_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

DocuSigned by:  
*Gregory P. Harrison*  
7052A67F15A44C8...  
By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

DocuSigned by:  
*Mark E. Berman*  
B4DDSE1CDA804A1...  
\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)



**"CONSULTANT"**

Odyssey Manufacturing Co.

Witnesses:

[Signature]

Richard Martin  
(Print or Type Name)

[Signature]  
Emanuel Velez Gonzalez  
(Print or Type Name)

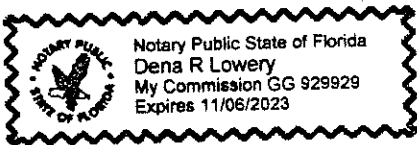
By: [Signature]  
Patrick Allman, General Manager

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 6 day of October, 2022, by Patrick Allman as General Manager of Odyssey Manufacturing Co., a Delaware corporation authorized to do business in Florida on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Dena R Lowery  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

## **EXHIBIT A SCOPE OF SERVICES**

### **Chemical System Maintenance and Repair Services**

#### **PURPOSE**

The purpose of this Contract is to provide the City with maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services.

#### **SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS**

##### **SCOPE OF SERVICES - GENERAL**

The Contractor shall provide maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services as-needed. Professional services under this Contract will be restricted to those required for any project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

##### **TASKS AND DELIVERABLES**

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the Awarded Proposer to be provided to the City. Forms shall be completed in their entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Contractor will be required to provide all applicable insurance requirements.

##### **EQUIPMENT TO BE SERVICED**

The following are types of equipment that are located throughout all of the City's water/reuse processing facilities and that the Contractor will be expected to repair and/or replaced.

- Chemical metering skids and accessories
- Chemical metering pumps and pump controls
- Injection point flow meters and quills
- Chemical storage tanks and associated piping
- Ultrasonic level sensors and associated wiring
- Safety showers/eyewash
- Compound loop controllers and associated wiring

- Chlorine, pH and fluoride analyzers and associated piping and wiring
- Piping from bulk storage tanks to chemical metering equipment
- Chemical injection piping from chemical metering pumps to injection points
- Temporary equipment supply

## **CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for providing the following services:

The Contractor shall be responsible for providing the following services:

- Testing of chemical systems as required.
- Installation of chemical system equipment including piping and pipe marking.
- Minor Florida Department of Environmental Permitting (FDEP) services as required.
- Small building installation.
- Concrete pad installation and/or applicable chemical coatings.
- Emergency spill response.
- Documentation of work including O&M manuals and record drawings as required.
- Startup service as required.
- Setup and lease of temporary equipment as required.
- Engineering services as needed, performed by a State of Florida licensed PE. Services include but are not limited to: design engineering for new or revised chemical storage and chemical feed systems; sign and seal design drawings and As-Build drawings; draft, sign and seal and submit any City, County or State permit applications.
- Other services and construction as required supporting the operation and maintenance of the City's facilities.

## **CHEMICAL SYSTEMS**

The City currently has in place systems for the following chemicals:

- Lime
- Polymer
- Coagulant
- Carbon Dioxide
- Fluoride
- Sulfuric Acid
- Antiscalant
- Poly-ortho phosphate
- Sodium Hypochlorite
- Ammonia, Liquid Ammonia, or Ammonium Sulfate 40% (Liquid)
- Any other chemical storage and feed systems which may be needed

## HOURLY RATES FOR MAINTENANCE

1. Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:30a.m. to 5:00p.m. , as more particularly described in the attached Exhibit "C".
2. After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays , as more particularly described in the attached Exhibit "C". The City honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day and New Year's Eve.
3. Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after hours services and holidays, 5:00p.m. or later and weekends, as more particularly described in the attached Exhibit "C" . The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the City issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

**NOTE:** Man hours paid under this Contract shall be only for productive hours on the job site as determined by the City. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to City but is overhead and all costs shall be included in the fixed hourly rates.

Emergency service and after hours service must be authorized in writing by a City representative. **The City shall accept no proposal with a minimum charge stipulation.**

## RESPONSE TIME

In the event the Contractor fails to meet the requirements provided for herein, a second independent Contractor may be called in to perform this function and the cost of this service (including parts) will be deducted from the Contractor's price.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.

2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the City to determine if the situation is an emergency or not.

## **POINT OF CONTACT**

The Contractor shall provide to the City a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

## **ALL REPAIRS**

All repairs shall be pre-approved on a verbal basis by the designated City representative and a Purchase Order shall follow once the Contractor submits an invoice.

The Contractor shall make approved repairs at the hourly rates plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased greater than five hundred dollars (\$500.00) as a result of a repair, documenting Contractor's mark-up. **The City shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized City representative.**

For all repairs, the City reserves the right to utilize the City's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this contract. It is the responsibility of the Contractor to ensure that competitive prices are submitted throughout the term of this contract.

## **STAFFING REQUIREMENTS**

1. At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time of the Contractor submits their proposal.

## **FACILITY SECURITY**

1. The City shall request the Contractor to provide a list of all employees working under this contract. The list shall include picture ID badge, drivers' license numbers



and addresses. The Contractor shall be held responsible for the accuracy of the data provided and shall ensure that changes are updated immediately. When employees are hired, fired or specially assigned, the City shall be supplied with an updated list of all employees doing work on the City property.

2. The Contractor shall also be required to provide a list of employees and ensure that personnel assigned to the project do not possess criminal records that would jeopardize the safety of the City personnel. Prior to the start of the work, the Contractor must disclose to the City the names of all persons known to possess the aforementioned records along with a description and explanation of any extenuating circumstances. The employee list shall include complete name, social security number, date of birth, home address and telephone number for each. Information will be used for a background check investigation.
3. The City will notify the Contractor within three (3) work days if the employee will be allowed to work on the project. The Contractor must certify that the company and its employees are or will be in compliance with these standards.
4. Employees shall wear a uniform bearing the company's name/logo whenever on the City property.
5. The Contractor's personnel sent to service the City's equipment shall carry identification confirming that they are bona fide employees of the Contractor and sub-contractors. Use of subcontractors without written consent of the City is cause for termination of the contract.
6. The Contractor's vehicle shall bear company name/logo whenever the Contractor is traveling to and from the job site.

#### **BRAND NAME OR APPROVED EQUAL REQUIREMENTS**

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the City's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The City shall not accept any other equipment manufacturers unless prior approval is obtained from a City representative. The Contractor shall be responsible for providing all equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

#### **WARRANTY**

The products proposed shall have a minimum of a one (1) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to their service department if necessary in order to accomplish the repairs and deliver the equipment back to the City.

The Contractor shall have a warranty repair facility within a 100 mile radius of the City. The Contractor shall satisfy the City that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

**SAFETY**

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

**PARTS**

The Contractor shall keep an ample inventory of high use parts to ensure parts availability.

**PRICING AND RATE SCHEDULE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	Regular time rate for service technician	\$105.00
2	Overtime/emergency rate for service technician	\$130.00
3	Regular time rate for service helper	\$60.00
4	Overtime rate for service helper	\$80.00
5	Regular time rate for day laborers	\$30.00
6	Overtime rate for day laborers	\$45.00
7	Regular time rate for engineering personnel	\$130.00
8	Overtime rate for engineering personnel	\$130.00
9	Mark up for parts	20%

## EXHIBIT B

### INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONSULTANT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form  
XX owned  
XX hired  
XX non-owned

Minimum \$10,000/\$20,000/\$10,000  
(Florida's Minimum Coverage)

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
---	---------------------	--	-------------	-------------

**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
----	---	-------------	-------------

(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.



**Florida's Warmest Welcome**

**CITY OF POMPANO BEACH  
REQUEST FOR LETTERS OF INTEREST  
E-19-22**

**DESIGN MAINTENANCE AND REPAIR OF CHEMICAL  
FEED SYSTEMS**

**VIRTUAL ZOOM OPENING:  
July 19, 2022, 2:00:00 P.M.**

**For access go to:  
<https://pompanobeachfl.gov/pages/meetings>**

**CITY OF POMPANO BEACH, FLORIDA**  
**REQUEST FOR LETTERS OF INTEREST**  
**E-19-22**  
**DESIGN MAINTENANCE AND REPAIR OF CHEMICAL FEED SYSTEMS**

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") invites professional companies/firms to submit qualifications and experience for consideration to provide maintenance, repair, design and new installation services at the City's Water Treatment and Reuse Water Treatment plants on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), July 19, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Solicitation Documents and respond to this Solicitation. The complete Solicitation Document can be downloaded for free from the eBid System as a pdf at: <https://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

**A. Purpose**

The purpose of this Contract is to provide the City with maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services.

**B. Scope of Services**

The Contractor shall provide maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services as-needed. Professional services under this Contract will be restricted to those required for any project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

**C. Task/Deliverables**

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the Awarded Proposer to be provided to the City. Forms shall be completed in their entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Contractor will be required to provide all applicable insurance requirements.

**D. Term of Contract**

The Term of this Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the Contractor. City reserves the right to negotiate the term of its respective Contract with the Awarded Proposer.

**E. Equipment to Be Serviced**

The following are types of equipment that are located throughout all of the City's water/reuse processing facilities and that the Contractor will be expected to repair and/or replace.

- Chemical metering skids and accessories.
- Chemical metering pumps and pump controls.
- Injection point flow meters and quills.
- Chemical storage tanks and associated piping.
- Ultrasonic level sensors and associated wiring.
- Safety showers/eyewash.
- Compound loop controllers and associated wiring.
- Chlorine, pH, ammonia, and fluoride analyzers and associated piping and wiring.
- Piping from bulk storage tanks to chemical metering equipment.
- Chemical injection piping and flow meters from chemical metering pumps to injection points.
- Temporary equipment supply.

**F. Contractor Responsibilities**

The Contractor shall be responsible for providing the following services:

- Testing of chemical systems as required.
- Installation of chemical system equipment including piping and pipe marking.
- Minor Florida Department of Environmental Permitting (FDEP) services as required.
- Small building installation.
- Concrete pad installation and/or applicable chemical coatings.
- Emergency spill response.
- Documentation of work including O&M manuals and record drawings as required.
- Startup service as required.



- Setup and lease of temporary equipment as required.
- Engineering services as needed, performed by a State of Florida licensed PE. Services include but are not limited to: design engineering for new or revised chemical storage and chemical feed systems; sign and seal design drawings and As-Build drawings; draft, sign and seal and submit any City, County or State permit applications.
- Other services and construction as required supporting the operation and maintenance of the City's facilities.

**G. Chemical Systems**

The City currently has in place systems for the following chemicals:

- Lime
- Polymer
- Coagulant
- Carbon Dioxide
- Fluoride
- Sulfuric Acid
- Antiscalant
- Poly-ortho phosphate
- Sodium Hypochlorite
- Ammonia, Liquid Ammonia, or Ammonium Sulfate 40% (Liquid).
- Any other chemical storage and feed systems which may be needed.

**H. Hourly Rates for Maintenance**

1. Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:30a.m. to 5:00p.m., as more particularly described in the attached Exhibit "F".
2. After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays, as more particularly described in the attached Exhibit "F". The City honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day.
3. Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after-hour services and holidays, 5:00p.m. or later and weekends, as more particularly described in the attached Exhibit "F". The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the City issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

**NOTE:** Man-hours paid under this Contract shall be only for productive hours on the job site as determined by the City. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to City but is overhead and all costs shall be included in the fixed hourly rates.

Emergency service and after-hour service must be authorized in writing by a City representative. **The City shall accept no proposal with a minimum charge stipulation.**

**I. Response Time**

In the event the Contractor fails to meet the requirements provided for herein, a second independent Contractor may be called in to perform this function and the cost of this service (including parts) will be deducted from the Contractor's price.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.
2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the City to determine if the situation is an emergency or not.

**J. Point of Contact**

The Contractor shall provide to the City a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

**K. All Repairs**

All repairs shall be pre-approved on a verbal basis by the designated City representative and a Purchase Order shall follow once the Contractor submits an invoice.

The Contractor shall make approved repairs at the hourly rates plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased greater than five hundred dollars (\$500.00) as a result of a repair, documenting Contractor's mark-up. **The City shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized City representative.**

For all repairs, the City reserves the right to utilize the City's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this

Contract. It is the responsibility of the Contractor to ensure that competitive prices are submitted throughout the term of this Contract.

**L. Staffing Requirements**

1. At all times during the term of this Contract, the Contractor shall have in its employment a minimum of two (2) technicians to perform the service under this Contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time the Contractor submits its proposal.

**M. Facility Security**

1. The City shall request the Contractor to provide a list of all employees working under this Contract. The list shall include picture ID badge, drivers' license numbers and addresses. The Contractor shall be held responsible for the accuracy of the data provided and shall ensure that changes are updated immediately. When employees are hired, fired or specially assigned, the City shall be supplied with an updated list of all employees doing work on the City property.
2. The Contractor shall also be required to provide a list of employees and ensure that personnel assigned to the project do not possess criminal records that would jeopardize the safety of the City personnel. Prior to the start of the work, the Contractor must disclose to the City the names of all persons known to possess the aforementioned records along with a description and explanation of any extenuating circumstances. The employee list shall include complete name, social security number, date of birth, home address and telephone number for each. Information will be used for a background check investigation.
3. The City will notify the Contractor within three (3) work days if the employee will be allowed to work on the project. The Contractor must certify that the company and its employees are or will be in compliance with these standards.
4. Employees shall wear a uniform bearing the company's name/logo whenever on the City property.
5. The Contractor's personnel sent to service the City's equipment shall carry identification confirming that he/she is a bona fide employee of the Contractor and Sub-Contractors. Use of Sub-Contractors without written consent of the City is cause for termination of the Contract.
6. The Contractor's vehicle shall bear company name/logo whenever the Contractor is traveling to and from the job site.

**N. Brand Name or Approved Equal Requirements**

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the City's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The City shall not accept any other equipment manufacturers unless prior approval is obtained from a City representative. The Contractor shall be responsible for providing all

equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

**O. Warranty**

The products proposed shall have a minimum of a one (1) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation. The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to its service department, if necessary, in order to accomplish the repairs and deliver the equipment back to the City. The Contractor shall have a warranty repair facility within a 100-mile radius of the City. The Contractor shall satisfy the City that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

**P. Safety**

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

**Q. Parts**

The Contractor shall keep an ample inventory of high use and critical, long lead-time parts to ensure parts availability.

**R. Pricing – Exhibit “F”**

Hourly Rate		
ITEM	DESCRIPTION	COST
1	Regular time rate for service technician	\$
2	Overtime/emergency rate for service technician	\$
3	Regular time rate for service helper	\$
4	Overtime rate for service helper	\$
5	Regular time rate for day laborers	\$
6	Overtime rate for day laborers	\$
7	Regular time rate for engineering personnel	\$

8	Overtime rate for engineering personnel	\$
9	Mark up for parts	

City agrees to pay Contractor for performance of the services set forth in this Contract as indicated in Exhibit "F." The Not-to-Exceed Contract amount shall be \$500,000 (Five hundred thousand) annually. \$200,000 (two hundred thousand) allocated to the Reuse Treatment Plant and \$300,000 (three hundred thousand) for the Water Treatment Plant. Any single work authorization in excess of \$150,000 dollars shall require City Commission approval in advance and prior to Contractor starting work.

**S. Project Web Requirements**

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Contractor, Sub-Contractors, Design Contractors, Contractor and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all Contractors selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Contractors shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Contractor and Sub-Contractors.** No additional software will be required.

Lead Contractor and Sub-Contractors shall have the responsibility for logging into the project website on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

**T. Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this Solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes Sub-Contracting commitments to Local Vendors Sub-Contractors for at least ten percent of the Contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a Solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes Sub-Contracting commitments to Local Vendors Sub-Contractors for at least 20% of the Contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a Solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a Solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local companies/firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City Businesses as Contractors and Sub-Contractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

**Please note that while no goals have been established for this Solicitation, the City encourages Local Business participation in all of its procurements.**

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies/firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Proposer will be required to submit "Local Business Sub-Contractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Sub-Contractor Utilization Report template and instructions have been included in this Solicitation.

The City shall award a Local Vendor preference based upon Contractors or Sub-Contractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five (5%) percent of total score.
  - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half (2 ½) percent of total score.

It is the responsibility of the Awarded Proposer to comply with all Tier 1 and Tier 2 guidelines. The Awarded Proposer must ensure that all requirements are met before execution of a Contract.

U. **Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled.

**Title page:**

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

**Technical Approach:**

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their company/firm proposes to maintain time schedules and cost controls.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**References:**

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the Proposer's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to Proposer's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.



**Project Team Form:**

Submit a completed “Project Team” form. The purpose of this form is to identify the key members of your team, including any specialty sub-Contractors.

**Organizational Chart:**

Specifically, identify the management plan and provide an organizational chart for the team. The Proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and Sub-Contractors, clarify the individual(s) responsible for the coordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**

Describe the experience of the entire project team as it relates to the types of projects described in the Scope of Services section of this Solicitation. Include the experience of the Prime Contractors as well as other members of the project team; i.e., additional personnel, Sub-Contractors, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five (5) years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:**

Include resumes for key personnel for Prime and Sub-Contractors.

**Office Locations:**

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also, identify the location of office(s) of the prime and/or Sub-Contractors that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If companies/firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the firm will arrange for a local office during the term of the Contract, if necessary.

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the Sub-Contractor, NOT of the Prime.

**Litigation:**

Disclose any litigation within the past five (5) years arising out of your company’s/firm’s performance, including status/outcome.

**Minority Business Enterprises:**

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 4 in the evaluation criteria. Complete Exhibit E and attach certificates.

**City Forms:**

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the Contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting Contract and provide the required materials and/or services.

**V. Insurance**

The Contractor shall not commence services under the terms of this Contract until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a Solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the Contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject Contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Contract, the City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Throughout the term of this Contract, The Contractor and all Sub-Contractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance.
  - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Proposer's negligent acts or omissions in connection with Contractor's performance under this Contract.
  - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX <b>premises - operations explosion &amp; collapse hazard</b>	<b>bodily injury and property damage</b>
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors'	personal injury
XX personal injury	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
— liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate
-----	
<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.
XX comprehensive form	
XX owned	
XX hired	
XX non-owned	



d. A provision in all policies affording thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing Company/Firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then, Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such an Contract on a pre-loss basis.

**W. Selection/Evaluation Process**

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified firm(s)/company(ies). The Committee (Committee) will present its findings to the City Commission.

Proposals will be evaluated using the following criteria:

<b>Line</b>	<b>Criteria</b>	<b>Point Range</b>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the company's/firm's d. Previous projects performed for the City (provide description) e. Litigation within the past five (5) years arising out of company's/firm's performance (list, describe outcome)	0-40
2	Qualifications of personnel including Sub-Contractors: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: d. Number of licensed staff e. Education of staff f. Experience of staff on similar projects	0-35
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-15

4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any Sub-Contractors should also be included with the response.) 0-10

Total 100

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company/firm.

**NOTE:**

Financial statements that are required as submittals to prequalify for a Solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a Solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a Prime Contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short-listing purposes. After an initial review of the proposals, the City may invite Proposers for an interview to discuss the proposal and meet company/firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three (3) responses are received, the Committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three (3) companies/firms deemed to be the most highly qualified to perform the service. If three (3) or fewer companies/firms respond to this Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise this Solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**X. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of their respective officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its Sub-Contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of their respective officers, agents or employees.

**Y. Right to Audit**

Awarded Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, Sub-Contractors files (including proposals of Awarded and Non-Awarded bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the Contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to Awarded Proposer pursuant to the Contract.

The City agent or its authorized representative shall have access to the Awarded Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The City agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer shall require all Sub-Contractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written Contract. Failure to obtain such written Contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the Contract.

**Z. Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Florida Statutes Chapter 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:

1. Keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Awarded Proposer does not transfer the records to the City; and
5. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the Contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the Contract, the Awarded Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**AA. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications, which are in writing from an authorized representative of the company/firm will be recognized by the City as duly authorized expressions on behalf of the respective company/firm.

**BB. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any Contract with the City.

**CC. Independent Contractor**



The Awarded Proposer will conduct business as an independent Contractor under the terms of the Contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the Contract shall be those of the company/firm.

**DD. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**EE. Agreement/Contract Terms**

The Contract resulting from this Solicitation shall include, but not be limited to the following terms:

The Contract shall include as a minimum, the entirety of this Solicitation, together with the Awarded Proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the Contract, whether directly or indirectly, Awarded Proposer agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**FF. Waiver**

It is agreed that no waiver or modification of the Contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the Contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**GG. Survivorship Rights**

The Contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**HH. Manner of Performance**

Proposer agrees to perform its duties and obligations under the Contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the Contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the Contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of Contract.

**II. Acceptance Period**

Proposals submitted in response to this Solicitation must be valid for a period no less than one hundred and twenty (120) days from the closing date of this Solicitation.

**JJ. Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date as written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this Solicitation as written or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of Solicitation Documents was obtained from the eBid System only and no alteration of any kind has been made to this Solicitation. Exceptions or deviations to this proposal may not be added after the due date.

All Proposers are required to provide all information requested in this Solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this Solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award Contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**KK. Standard Provisions**

1. Governing Law

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such Contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Awarded Proposer shall:  
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Florida Statute, Section 112.313.

4. Drug Free Workplace

The selected company(ies)/firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, Section 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on an Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor under Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Awarded Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Awarded Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Company(ies)/Firm(s) are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated Contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
  - i. Keep and maintain public records required by the City in order to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Section 119 or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Awarded Proposer does not transfer the records to the City; and
  - iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the Contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under Florida Status Section 119.10, as amended.

**PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**RecordsCustodian@copbfl.com**

**LL. Questions and Communication**

All questions regarding this Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled Solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this Solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this Solicitation.

**MM. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this Solicitation, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the City's Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Each addendum will be posted to the Solicitation in the eBid System.

**NN. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the Contract. The Contractor Performance Report has been included as Exhibit to this Solicitation.

**PROPOSER INFORMATION FORM**

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**RLI** \_\_\_\_\_,  
(Number) \_\_\_\_\_ (Title)

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this Solicitation. I have read this Solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept Contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

**PROJECT TEAM**

**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

RLI NUMBER # \_\_\_\_\_

Federal I.D.# \_\_\_\_\_

**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

**SUB-CONSULTANT**

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____



**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent (Vendor) Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this Solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this Solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.313.

No \_\_\_ Yes \_\_\_

**Exhibit – Contractor Performance Report**



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_
2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_
3. RL/P.O. Number: \_\_\_\_\_
4. Contractor Name: \_\_\_\_\_
5. City Department: \_\_\_\_\_
6. Project Manager: \_\_\_\_\_
7. Scope of Work (Service Deliverables): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
<b>SCORE</b>	_____	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

**RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this Contractor again?     Yes     No



## City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) ( ) -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) ( ) -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
<b>Total Paid to Date for All Local Business Subcontractors (21) \$</b>						<b>0.00</b>

**I certify that the above information is true to the best of my knowledge.**

Contractor Name -- Authorized Personnel (print) (22)	Contractor Name -- Authorized Personnel (sign) (23)	Date (25)

### Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor’s Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor’s Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor’s invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.





LOCAL BUSINESS EXHIBIT "B"  
LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RLI Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime /Contractor)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above Contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name of Local Business Contractor)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State Zip Code)

BY: \_\_\_\_\_  
(Signature)

**IMPORTANT NOTE:** Signatures on this form MUST be by an authorized employee of Sub-Contractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

RLI Number \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESS(es) to bid work  
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- \_\_\_ Did not bid in response to the invitation
- \_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_ Other: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"  
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RLI Number \_\_\_\_\_

1. What portions of the Contract have you identified as Local Business opportunities?

---

---

---

---

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

---

---

---

3. Did you send written notices to Local Businesses?

Yes       No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes       No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

---

---

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

---

---

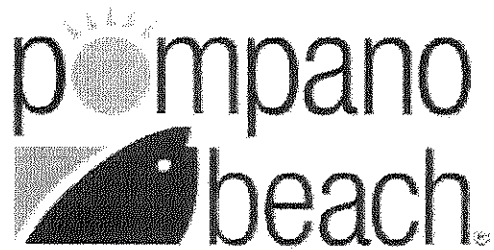
EXHIBIT "E"

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI NUMBER \_\_\_\_\_

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.)  
You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?



Florida's Warmest Welcome

**CITY OF POMPANO BEACH**

RLOI E-19-22

Design Maintenance and Repair of Chemical Feed Systems



**ODYSSEY**  
MANUFACTURING CO.

**PROPOSER: ODYSSEY MANUFACTURING CO.**

1484 Massaro Blvd. Tampa, FL 33619

(813) 635-0339 – Contact: Jackson Reeves

[jreeves@odysseymanufacturing.com](mailto:jreeves@odysseymanufacturing.com)

TABLE OF CONTENTS

<b>Letter of Transmittal</b> .....	<b>Tab A</b>
<b>Technical Approach</b> .....	<b>Tab B</b>
<b>Schedule</b> .....	<b>Tab C</b>
<b>References</b> .....	<b>Tab D</b>
<b>Project Team Form</b> .....	<b>Tab E</b>
<b>Organizational Chart</b> .....	<b>Tab F</b>
<b>Statement of Skills and Experience of Project Team</b> .....	<b>Tab G</b>
<b>Resumes of Key Personnel</b> .....	<b>Tab H</b>
Pat Allman, Michael Azzarella, Michael Cogdill, Chris Morgan, John Miller, Pavol Plécenik	
<b>Office Locations</b> .....	<b>Tab I</b>
<b>Local Businesses / MBE</b> .....	<b>Tab J</b>
<b>Litigation</b> .....	<b>Tab K</b>
<b>City Forms</b> .....	<b>Tab L</b>
Proposer Information Page Form	
Scrutinized Companies/Conflict of Interest Form	
Exhibit F – Pricing Sheet	
<b>Company Related Forms</b> .....	<b>Tab M</b>
Exceptions/ Clarifications	
Certificate of Insurance	
W-9	
Business Tax Certificates	
Contractor Licenses	
Authority to Sign Letter	



**ODYSSEY**  
MANUFACTURING CO.

July 19, 2022

Ms. Jill Press, Purchasing Supervisor  
City of Pompano Beach  
Purchasing Department  
1190 NE 3<sup>rd</sup> Street  
Pompano Beach, FL 33060

RE: Letter of Transmittal for RLOI E-19-22

Dear Ms. Press,

Odyssey Manufacturing Co. is pleased to submit its interest for the subject RLOI E-19-22. Odyssey views the proposed maintenance and repair of chemical feed systems RLOI as a means for a one-stop shop for Pompano Beach to accomplish all aspects of work related to the design, engineering, permitting, installation, maintenance, and repair of the various chemical systems at the City's Water Treatment Plant (WTP) & Reuse Treatment Plant. The following benefits are provided when working with Odyssey:

- Spare parts are stockpiled at our plant locations (for scheduled or emergency repairs).
- Emergency response at reasonable rates is pre-negotiated.
- A method is in-place to handle chemical system service emergencies.
- Numerous man-hours are eliminated soliciting proposals using pre-negotiated rates and fees for service work.
- Chemical system service work can be performed in a timely manner.
- Not to Exceed numbers are provided for comprehensive system replacement work.
- Provides a mechanism to perform minor engineering and permitting services.
- One supplier performing all chemical system work ensures standardization between both facilities, not only saving dollars on parts, but also allowing operators to work at both plants without having to relearn the system and parts if both plants and pieces of equipment are the same/similar.

Thank you for your consideration. As you know, we have designed, furnished and installed nine chemical systems at City facilities since 2014, providing superior service and quality of work on various these jobs, including operator training. We have provided temporary chemical systems on several occasions and provided numerous design improvements including relocation and redesign of the carbon dioxide system, addition of several new chemical injection points and conversion to ammonium sulfate. Please do not hesitate to contact one of us below if we can be of further assistance.

Sincerely,

Jackson Reeves  
Sales Manager

O: (813) 635-0339

C: (813) 508-8767

[jreeves@odysseymanufacturing.com](mailto:jreeves@odysseymanufacturing.com)

Pat Allman  
General Manager

O: (813) 635-0339

C: (813) 335-3444

[pallman@odysseymanufacturing.com](mailto:pallman@odysseymanufacturing.com)

MANUFACTURERS OF

**ULTRA CHLOR**

(800) ODYSSEY

THE CLEAR SOLUTION

[www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

## TECHNICAL APPROACH

### Odyssey Manufacturing Co. (The Company)

Odyssey Manufacturing Co. ("Odyssey") was incorporated in Delaware in 1998. It is headquartered at 1484 Massaro Blvd. Tampa, FL 33619. Its principal stockholder and CEO is Stephen Sidelko who lives in Fort Lauderdale, FL and runs the day-to-day operations of Sentry Industries which he founded in 1984 as U.S. Chlorine, Inc. and later changed the name to Sentry Industries ("Sentry"). Sentry is located on the outskirts of Hialeah, FL in an industrial park. Sentry manufactures and delivers primarily sodium hypochlorite, muriatic acid, and sulfuric acid. They have a five-man service team who installs and replaces chemical tanks.

Odyssey began operations in late 1999 and started out selling sodium hypochlorite to primarily the water and wastewater industry. Odyssey quickly realized that there was no one in the Florida marketplace who specialized in all aspects of chemical system installation and maintenance services and decided to expand into this area to fill this void. This area has grown immensely and for the past years, Odyssey has been billing over \$12 million annually in chemical system installation and maintenance work alone. Odyssey is a licensed General Contractor and Plumbing Contractor, which employs twelve dedicated individuals in this area of work and utilizes the resources of the entire 85-person company. This division has designed and installed over three thousand chemical systems in Florida, many of which were sodium hypochlorite conversions, but our personnel has worked on every chemical system used in the water and wastewater treatment industry. Odyssey has performed service work on chemical systems for almost all municipalities and/or utility service companies in Florida and has service contracts with quite a few of them. Odyssey is the only entity in Florida who regularly stocks chemical system feed equipment, tanks, piping and spare parts. In addition, these parts and equipment are available for sale to its customers on an as needed basis. Along the way Odyssey also became the Florida distributor for UGSI Solutions and their equipment (MicroClor On-Site Sodium Hypochlorite Generation (OSHG) unit, Tank Shark Ground Storage Tank Mixer, MonoClor Tank Residual Control System (RCS), TR5 (THM Removal) System), PAX Water Technologies Mixers, and the Heyward HIBOCS (Biological Odor Control Systems).

The company's day-to-day operations are run by its General Manager, Patrick H. Allman, who started the company (1999) as its first employee and oversaw the design, construction, and startup of its Tampa manufacturing facility in 2000. A second manufacturing facility was opened on the east side of Orlando in January of 2008. Since, Odyssey has designed, plumbed, and constructed themselves (mainly by their installation leads and crews) two service centers and chemical distribution terminals in Gibsonton, FL (2017) and Lantana, FL (2019).

### Technical Approach

Our technical approach comes from the over twenty years of experience working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey's chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Pat Allman (General Manager) and Mr. Michael Azzarella (PE – Odyssey Engineering Company, LLC) collaborate together, along with the customers' superintendent and/or operates, to identify the problem or issue and then come up with the proper design /build/repairs for each specific system/site. They have designed and permitted over 2,000 chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards and also good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations. In addition, Odyssey employs two other engineers who act as technical consultants and project managers.



Once the scope of work has been identified, Odyssey's team will design an appropriate solution. At this point Odyssey will identify and perform any regulatory requirements including any required Florida Department of Environmental Protection (FDEP) permit approvals or notifications. Odyssey Engineering Co. typically performs all the FDEP permits to provide separation with the work performed by Odyssey Manufacturing Co. Mike Azzarella is the principal of Odyssey Engineering Co. and he has over thirty years of experience including fifteen as a consultant and over ten as the Polk County Utility Director.

Odyssey employs four engineers as project managers for each of its jobs and has six construction superintendents. Three of the construction superintendents or "project leads" have been with Odyssey for over fifteen years. As the qualifier for Odyssey's General Contractor license, Michael Cogdill oversees Odyssey's large projects as a construction superintendent and provides his expertise, when required, for much of Odyssey's chemical systems work. Mr. Cogdill has a B.S in Building Construction from the University of Florida in 1987 and has over 35 years of construction experience in the water and wastewater industry. Our project managers will be in constant contact with the "lead technician" before the job, during the planning phase, while on-site, and during the final punch-list items to ensure all aspects of the job are completed and up to the customer's satisfaction.

#### **Equipment/Materials/Parts Cost Controls & Availability**

Odyssey is able to control its costs because we buy in bulk and store between our four locations. Additionally, we get steep original equipment manufacturer (OEM) discounts from most equipment suppliers. This ability to buy in bulk and as an OEM gives us an advantage with our suppliers and distributors to sell to us at a discount below MSRP, thus passing these savings down to our customers. We stock over \$2 million in chemical tanks, feed pumps, rebuild kits, plumbing parts (pipe, fitting, valves), and more, between these locations. In addition, we also have eight fully stocked service trucks, which act as mini warehouses on the road. Our business partners, Sentry Industries, Blue Planet Environmental, and Hawkins Chemical, also stock materials and parts at their locations in Florida. This creates benefits for the customer for regular or emergency maintenance and repair work.

#### **Maintaining Time Schedules**

All proposals contain time schedules for completion of the work. Because we stock so much equipment, often times we can shave six months off of the normal schedule. All our technicians, leads or assistants, have an ADP/Acumatica app on their phone where they can clock in and out when they get on and/or leave the jobsite.

**SCHEDULE**

Since there are no specific tasks and/or deadlines that apply to this matter, since this is a RLOI for maintenance and repair services, Odyssey has included an example project with tasks, work details, and deadlines that create a timeline for a project similar to what this RLOI would cover. This example is actually a proposal to replacement a Lime Slacking System for the City of Pompano Beach we provided back in 2017.

Thanks,  
The Odyssey Team



**ODYSSEY**  
MANUFACTURING CO.

**FACSIMILE TRANSMITTAL**

---

**From:** Patrick H. Allman  
**To:** Phil Hyer, Superintendent, City of Pompano Beach Water Plant  
**Fax #:** E-MAILED  
**Re:** WORK AUTHORIZATION NO. 3  
POMPANO BEACH WTP LIME SLAKING SYSTEM REPLACEMENT  
**Date:** October 20, 2017  
**Pages:** 8, including this cover sheet.

Phil,

*The services rendered pursuant to Work Authorization No.3 are in accordance with Commission approved Resolution 2016-232 and the terms and conditions of the Service Agreement between the City of Pompano Beach ("CITY") and Odyssey Manufacturing Co. ("CONTRACTOR") executed July 1<sup>st</sup>, 2016 and First Amendment executed July 3, 2017. As a follow-up to your request, Odyssey is pleased to quote the City of Pompano Beach the following to replace the two existing lime slaking systems (a.k.a. "slakers") at its Water Plant.*

Description of WTP Operations

The City of Pompano Beach WT plant is permitted for 50-million gallons per day (MGD) (PWS #4061129). The plant average production is about 14.5 MGD and the peak production is about 18.0 MGD depending upon the time of year. The plant is only permitted, however, to treat 30 MGD in order to achieve 4-log removal. The plant has two treatment processes: (1) Nano-filtration (NF); and (2) Lime softening. The plant has five NF skids of 2 MGD each and two 20 MGD each lime softeners. Typically, two or three NF trains are run at a time and one softener is run at a time at a rate of 5 to 12 MGD. The finished water from both processes goes to the blending clear well which is approximately 2 million gallons. The finished water is then pumped from the clear well to two on-site Ground Storage Tanks rated for 5 million each. The plant uses about 1,000 gpd of sodium hypochlorite and 100 ppd of anhydrous ammonia. The plant adds carbon dioxide after the clarifiers to lower pH. The plant feeds between 1,000 and 2,000 ppd of carbon dioxide. Typical deliveries are 40,000 lbs. at a time and the plant gets deliveries every month sometimes twice per month. The plant's finished water pH is 8.5. Sodium hypochlorite is normally fed at the blending clear well and at the pre-filters of the lime softening process. During burnouts, sodium hypochlorite is normally added to the Post injection as well. Anhydrous ammonia is currently added at the beginning of the blending clear well.

From the desk of...

Patrick H. Allman  
General Manager

1484 Massaro Boulevard  
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444  
Business: (800) ODYSSEY  
Facsimile: (813) 630-2589

### Current Situation

The existing lime slakers are nearly twenty (20) years old. There are two lime slakers, one is dedicated to each softener. The slakers no longer have replacement parts available and are at end of life. Each lime slaking system provide equipment to safely convert the dry pebble quicklime fed by the lime feeder into lime slurry, which is then piped by gravity directly to the process or discharged into a slurry tank before being pumped to the process (i.e., the softeners) as required by the site operating conditions. A conveyor type grit remover is used to separate the grit from the slaked lime which is dumped into a small dumpster and disposed of.

The lime slaker uses a controlled paste-slaking technique with a 2:1 water to lime ratio by weight. A mechanical torque-operated water valve automatically maintain paste consistency of the lime being slaked. It maintains the desired water to lime ratio over the range of the feeder up to 20:1. A pre-wired remote control panel ensures proper control and operation of the system. The system is operated manually or automatically with 4-20 mA flow-proportional control of the feeder or remote start-stop signal and automatic start-stop operation of the slaker system.

### Recommendation

Odyssey proposes the following scope of work:

- FDEP Permitting (as required)
- Utilize existing concrete pedestals for new slakers
- Remove existing lime slakers one at a time and replace it with new slaker
- Replace electrical feeds to each Slaker
- Replace control wiring to each Slaker
- Replace Control Panel for each Slaker
- Replace piping to and from each Slaker as required
- Provide final As-Built Drawings and O&M manuals for Project
- Remove and Dispose of Existing Lime Slaking Systems

The following equipment would be supplied by Odyssey:

- 2 – Inlet Rotary Cut Off Valves (a.k.a. “Knife Valves”)
- 2 – Transition chutes from inlet rotary valves to inlet flexible connection
- 2 – Volumetric Screw Type Lime Feeder with VFD Controls
- 2 – Paste Type Lime Slaker
- 2 – Mechanical Torque-Operated Water Valve
- 2 – Conveyor Type Grit Remover
- 2 – System Control Panel and Junction Box
- Lot – Miscellaneous Piping
- Lot – Miscellaneous Electrical and Controls Wiring

From the desk of...

Patrick H. Allman  
General Manager

1484 Massaro Boulevard  
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444  
Business: (800) ODYSSEY  
Facsimile: (813) 630-2589

The City of Pompano Beach would be responsible for any required SCADA reprogramming and terminations of any additional I/O above and beyond what is currently available on the lime slaking system.

Work Details

- 1) Demolish existing lime slaking systems. This includes disconnecting the water supply lines, blower lines and slurry lines. It also involves disconnecting the electrical power and control wiring.
- 2) Furnish and install two lime slakers (Model #A-758). The lime slaker shall include the following features:
  - a) Paste type.
  - b) Capacity of 2,000 pounds per hour of AWWA 202 grade pebble lime.
  - c) Trough constructed of unpainted 304 stainless steel.
  - d) Ability to achieve a self-sustaining slaking temperature of 170° F or above without requiring the use of a heat exchanger, heated water or any external heat source.
  - e) Automatically control the slaking water flow rate to provide a 2:1 water-to lime ratio by weight and compensate for vapor loss, changes in lime reactivity, and feed rate.
  - f) Complete with two counter-rotating, pug mill type paddle mixers. Mixers shall have a maximum rotational speed not to exceed 40 rpm. The use of high-speed mixers and replaceable wear plates is unacceptable.
  - g) The slaking chamber shall be designed to complete the slaking reaction in 5 minutes or less.
  - h) A 20:1 operating range
  - i) Mechanical torque operated water control valve to maintain a 2:1 water-to lime ratio and a five-minute retention time in the slaking compartment. Other water control valve types for use with this purpose are not acceptable.
  - j) Integral dust and vapor arrestor
  - k) Water pressure reducing valve
  - l) Supply water strainer and pressure gauge
  - m) Supply water low pressure switch
  - n) 1 HP, 230/460V, 3 ph, 60Hz mixer motor
  - o) Paste cut-off jet spray nozzles and slurry mixing
  - p) Normally opened bypass solenoid valve to flush slaking compartment on system shutdown
  - q) Slaker outlet and overflow connections
  - r) Knife Switch over Slaker separating cone silo from slaker.
- 3) Furnish and install one Grit Remover. The grit remover is a conveyor type grit remover with the ability to remove virtually all grit down to 10 mesh in size and a portion of finer grit down to 40 mesh. Grit particles are separated from the lime slurry based on their specific gravity. Lime slurry concentrations up to 18% are achievable. The conveyor type grit remover will be complete with:
  - a) Unpainted 304 stainless steel housing construction
  - b) Clean-out hatch
  - c) 1/4 horsepower, 230/460 volt, 3 phase, 60Hz, TENV gear motor
  - d) Individually replaceable flight scrapers
  - e) Water control valve and flowmeter to regulate the grit-wash water flow

From the desk of...

Patrick H. Allman  
General Manager

1484 Massaro Boulevard  
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444  
Business: (800) ODYSSEY  
Facsimile: (813) 630-2589

- 4) Furnish and install one screw type volumetric feeder (Model #32-300SP). The feeder shall have the following characteristics:
- a) The slaking system will include a screw type volumetric feeder to control the feed rate of pebble lime into the slaker.
  - b) In order to facilitate on-site assembly of the slaking system and assure proper fit and function of all system components the feeder shall be supplied by the same manufacturer as the slaker.
  - c) Each unit shall be Model 32-300SP screw-type volumetric feeder having a capacity of 2,000 pounds per hour of pebble lime, and complete with a 2" lime feed screw; VFD speed control with 1 horsepower, 230/460 volt, 3 phase, 60Hz AC motor; and right-angle drive gearbox. The feeder housing shall be constructed of unpainted 304SS.
  - d) The VFD drive shall be provided mounted in the control panel and wired to current NEC requirements.
  - e) The feeder shall be provided with an inlet flexible connection to isolate the feeder from vibration in equipment leading up to and away from feeder. The inlet flexible connector shall be canvas.
- 5) Furnish and install one water supply panel. The water supply piping shall be mounted on a stainless steel panel providing a single water source point and shall consist of the following components:
- a) Supply water strainer
  - b) Wash-down valve with garden hose connection
  - c) Control valves
  - d) Supply water pressure gauge
  - e) Pressure reducing valve
  - f) Slaking water pressure gauge/switch with local display
  - g) Slaking water bypass solenoid valve
  - h) Slaking water bypass manual valve
  - i) Grit-wash water electronic flowmeter with local display
  - j) Automatic batching solenoid valve
  - k) The water panel piping shall be Copper.
- 6) Furnish and install the new Slaker Control Panel. The lime slaker electrical control panel shall provide electrical control for the entire system. The control panel enclosure shall be rated NEMA 4X and shall be made of 304SS. The panel shall be remote-mounted next to the slaker system. A junction box shall be provided mounted on the slaker system and be factory pre-wired to system components. The panel shall be based on PLC logic and shall include a 10" Operator Interface Terminal (OIT) graphical display to provide system automation and operator monitoring of the lime slaker system. The operator interface shall provide access to the following:
- a) Pebble lime feed-rate control
  - b) Pebble lime feed rate display
  - c) Manual and automatic operation of the lime feeder
  - d) On/Off/Auto/Manual/Fault indication of the lime feeder status
  - e) Manual and automatic operation of the paddle-shaft mixer motor
  - f) On/Off/Auto/Manual/Fault indication of the paddle-shaft mixer motor status
  - g) Manual and automatic operation of the grit remover

From the desk of...

Patrick H. Allman  
General Manager

1484 Massaro Boulevard  
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444  
Business: (800) ODYSSEY  
Facsimile: (813) 630-2589

- h) On/Off/Auto/Manual/Fault indication of the grit remover status
- i) Manual and automatic operation of the auto-batch valve
- j) On/Off/Auto/Manual indication of the auto-batch valve
- k) Manual and automatic operation of the bypass valve
- l) On/Off/Auto/Manual indication of the bypass valve
- m) Alarm Indication for the following:
  1. Paddle shaft mixer fault
  2. Lime feeder fault
  3. Grit remover fault
  4. Control Power off
  5. Emergency stop active
  6. Inlet water low pressure

A single source of power shall be required (480v, 3 Ph, 60Hz, 25 amps) for the Control Panel. The Control Panel is provided with terminal strip for easy wiring connections for input and output. The panel provides for the following types of operation and control:

1. Manual speed control of the feeder via data entry on the on the OIT.
  2. Automatic control of feeder rate via a 4-20 mA input signal based on flow or process conditions.
  3. Automatic batching.
  4. Automatic system shutdown.
  5. Programmable flush cycle after each shutdown
- 7) Furnish and install all Schedule 80 PVC piping for water, vent from vapor and dust arrestor, overflow/drain and lime slurry discharge lines to/from lime slaker.
  - 8) Furnish and install all wiring to/from system control panel for power, control and alarm interfaces with feeder's VFD drive, water panel junction box, plant SCADA, etc.
  - 9) Furnish and install all anchor bolts, suitable concrete mounting pads and other incidentals as necessary to complete the installation.
  - 10) Odyssey has included two days of Integrity Municipal Systems (IMS) Factory Startup and Training for each of the new lime slaking systems.
  - 11) Odyssey agrees to disconnect and remove the two existing lime slaking systems. At this time we are assuming the scrap value of the two systems equals the cost to transport it off-site.

### SCADA Interface

Odyssey proposes to run re-use the existing I/O from the existing control panels. Thus, there should be no need to reprogram the SCADA system.

### Warranty

One year parts and labor warranty from Odyssey upon system acceptance. One year limited parts only warranty from IMS from the date of acceptance.

From the desk of...

Patrick H. Allman  
General Manager

1484 Massaro Boulevard  
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444  
Business: (800) ODYSSEY  
Facsimile: (813) 630-2589

Pricing

The work is expected to take two to three weeks. It will require an FDEP construction permit with the Broward County Health Department. The cost breakdown of the work is as follows:

Lot – Lime Slaking System Equipment	\$ 324,500
Lot - Schedule 80 PVC Materials	\$ 2,700
Lot - SS316 Pipe Supports	\$ 1,400
Lot – Electrical Components/Conduit	\$ 5,500
Dumpsters	\$ 1,600
Forklift Rental (to set new equipment)	\$ 5,500
240 hrs – Technician@\$80/hr	\$ 19,200
200 hrs – Helper@\$35/hr	\$ 7,000
20 hrs – Engineering@\$90/hr	\$ 1,800
Contingency (10%)	\$ 37,000
<hr/>	
Total	\$ 406,200

Please issue us two purchase orders so you avoid paying sales taxes on the Lime Slaking systems itself (this will save the City of Pompano Beach almost \$20,000), one in the amount of \$324,500 and one in the amount of \$81,700.

Schedule

Notice to Proceed	0 Weeks
Submittals for Approval	4 Weeks ARO
Submittal Approval	5 Weeks ARO
Submit FDEP Permit	5 Weeks ARO
FDEP Permit Approval	5 Weeks ARO
Equipment On-site	16 Weeks ARO
#1 Slaker Installation Starts	17 Weeks ARO
#1 Slaker Startup	18 Weeks ARO
#2 Slaker Installation Starts	19 Weeks ARO
#2 Slaker Startup	20 Weeks ARO
Project Acceptance	22 Weeks ARO

Odyssey is a licensed plumbing and general contractor who specializes in chemical system design, permitting, equipment supply and installation and service work. This work would be done under the existing maintenance services agreement with the City of Pompano Beach. This proposal is good through December 31, 2017. Thanks for your consideration. Pat.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written:

"CITY"

From the desk of...

Patrick H. Allman  
General Manager

1484 Massaro Boulevard  
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444  
Business: (800) ODYSSEY  
Facsimile: (813) 630-2589



REFERENCES

**TRI-COUNTY REFERENCES**

The following are some of the many projects Odyssey has performed in South Florida over the past ten years:

**1) City of West Palm**

**Project Title: Bulk Hypochlorite Storage and Feed System (Sodium Hypochlorite System)**

**Description:** Installed double-wall tanks and then plumbed to triplex pump skid, which was also installed by Odyssey Manufacturing. Skid was built by Blue Planet Environmental.

**Representative:** Daniel Roberge, P.E. (droberge@wpb.org)

Ph: 561/ 494-1088 | Cell: 561/ 644-7427

**Engineer:** Jacobs Engineering

**Contractor:** Odyssey Manufacturing Co.

**Contract Amount:** \$1,571,477.50

**Completion Date:** April 2011

**2) Broward County**

**Project Title: North Regional WWTP Chlorination Project**

**Description:** Setup and lease six 6,500-gallon double-wall tanks, three pump skids and associated piping for temporary sodium hypochlorite system while chlorine gas system is demolished and replaced. The system worked so well that in the Fall of 2016 Broward County purchased the system for approximately \$200,000 and elected to stay on sodium hypochlorite as opposed to returning to chlorine gas.

**Representative:** Ralph Aliseo (raliseo@broward.org) – Plant Superintendent

Ph: 954/ 831-3075 | Cell: 954/ 553-2857

**Engineer:** Hazen and Sawyer

**Contractor:** Intercounty Engineering

**Contract Amount:** \$ 151,134.28

**Completion Date:** March 2015

**3) Broward County**

**Project Title: Broward County Everglades Holiday Park WTP Renovations**

**Description:** Replace wells, hydro tank and all piping and add new sodium hypochlorite and ammonium sulfate chemical systems and new plant control system

**Representative:** Martin Gross (mgross@broward.org) – Project Manager

Ph: 954/ 370-3810

**Engineer:** Odyssey Manufacturing Co.

**Contractor:** Odyssey Manufacturing Co.

**Contract Amount:** \$ 242,800.00

**Completion Date:** December 2015

**4) City of North Miami**

**Project Title: City of North Miami HFS System Upgrade Project**

**Description:** Design/Build to upgrade existing HFS systems at the City of North Miami WTP

**Representative:** Augustin "Gus" Fleur-Aime (afleur-Aime@northmiamifl.gov) –

Water Treatment Plant Manager Ph.: 305/ 953-2855 | Cell: 786/ 543-5346

**Engineer:** Odyssey Manufacturing Co.

**Contractor:** Odyssey Manufacturing Co.

**Contract Amount:** \$ 116,600.00

*Completion Date:* July 2017

**5) City of Margate**

**Project Title:** West WWTP On-Site Sodium Hypochlorite Generation System Replacement

*Description:* Replace existing OSHG system at West WWTP including new piping controls

*Representative:* Wendell Wheeler ([wwheeler@margatefl.com](mailto:wwheeler@margatefl.com))

Project Manager Ph.: 954/ 972-0828 | Cell: 954/ 605-0373

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 361,000

*Completion Date:* March 2015

**6) New England Fertilizer Company (NEFCO) Bio-solids Facility**

**Project Title:** Cooling Tower Chemical System Addition

*Description:* Design/Build for a sodium hypochlorite and a sulfuric acid chemical system injection of two on-site process cooling towers.

*Representative:* Robert Flynn ([rflynn@nefcobiosolids.com](mailto:rflynn@nefcobiosolids.com))

Plant Manager Ph.: 561/ 961-1455 | Cell: 561/ 225-3405

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 63,450

*Completion Date:* August 2015

**7) Miami-Dade**

**Project Title:** Northwest Wellfield Potassium Permanganate Raw Water Treatment System

*Description:* Installed two 6,550-gallon double-walled tanks and associated piping for leased system to treat raw water.

*Representative:* Art Baldwin ([abald@miamidade.gov](mailto:abald@miamidade.gov)) – WTP Superintendent

Cell: 305/ 607-0318

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 80,000.00

*Completion Date:* July 2018

**8) City of Margate**

**Project Title:** WTP On-Site Sodium Hypochlorite Generation System Replacement

*Description:* Replace existing OSHG system at WTP including new piping controls

*Representative:* Mike Uber ([ruber@margatefl.com](mailto:ruber@margatefl.com))

Project Manager Ph.: 954/ 972-4210 | Cell: 954/ 999-7298

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 467,100

*Completion Date:* November 2015

**9) Town of Davie**

**Project Title:** Town of Davie System No. 5 WTP Sulfuric Acid System Upgrades

*Description:* Design/Build to change out chemical feed equipment, transfer pump and all piping inside containment at the Town of Davie System No. 5 WTP

*Representative:* Raul Sotelo ([rsotelo@davie-fl.gov](mailto:rsotelo@davie-fl.gov))

WTP Chief Operator Ph.: 954/ 327-3478 | Cell: 954/ 643-5683

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.  
*Contract Amount:* \$ 37,480  
*Completion Date:* April 2016

**10) Town of Davie**

***Project Title:*** Town of Davie System No. 3 WTP Caustic System Addition

*Description:* Design/Build of a new caustic system for the Town of Davie System No. 3 WTP

*Representative:* Raul Sotelo ([rsotelo@davie-fl.gov](mailto:rsotelo@davie-fl.gov))

WTP Chief Operator Ph.: 954/ 327-3478 | Cell: 954/ 643-5683

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 97,300

*Completion Date:* November 2016

**11) Town of Davie**

***Project Title:*** Town of Davie HFS System Upgrade Project

*Description:* Design/Build to upgrade existing HFS systems at the Town of Davie System No. 3 and System No. 5 WTP's

*Representative:* Raul Sotelo ([rsotelo@davie-fl.gov](mailto:rsotelo@davie-fl.gov)) WTP Chief Operator

Ph.: 954/ 327-3478 | Cell: 954/ 643-5683

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 68,390

*Completion Date:* July 2017

**12) City of Hallandale Beach**

***Project Title:*** City of Hallandale Beach HFS System Upgrade Project

*Description:* Design/Build to upgrade existing HFS systems at the City of Hallandale Beach WTP

*Representative:* John Fawcett ([jfawcett@cohb.org](mailto:jfawcett@cohb.org))

Water Treatment Plant Manager Ph.: 954/ 457-1610 | Cell: 954/ 248-9620

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 49,950

*Completion Date:* July 2017

**13) City of Coconut Creek**

***Project Title:*** City of Coconut Creek Hillsboro Booster Station Disinfection Improvements

*Description:* The purpose of this project is to install a ground storage tank mixing system and to automate the existing disinfection chemical feed systems by utilizing Residual Control System (RCS) at the Hillsboro Booster Station to provide optimum water quality to its end users.

*Representative:* Jean Duglypous ([JDupuis@coconutcreek.net](mailto:JDupuis@coconutcreek.net))

Director of Utilities Ph.: 954-973-6786 | Fax: 954-571-4146

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 160,820

*Completion Date:* August 2019

**14) Town of Davie**

***Project Title:*** Town of Davie System No. 3 WTP Sodium Hypochlorite Tank Replacement Project

*Description:* Design/Build to change out existing sodium hypochlorite tank with new 4,820-gallon FRP tank at the Town of Davie System No. 3 WTP.

*Representative:* Raul Sotelo ([rsotelo@davie-fl.gov](mailto:rsotelo@davie-fl.gov)) WTP Chief Operator  
Ph.: 954/ 327-3478 | Cell: 954/ 643-5683  
*Engineer:* Odyssey Manufacturing Co.  
*Contractor:* Odyssey Manufacturing Co.  
*Contract Amount:* \$ 52,184  
*Completion Date:* November 2019

**15) Town of Mangonia Park**

***Project Title:* WTP Sodium Hypochlorite and Ammonium Sulfate Conversion Project**  
*Description:* Design/Build sodium hypochlorite and ammonium sulfate systems to replace chlorine gas and ammonium hydroxide disinfection systems at the WTP. Also, changed injection points to reduce finished water color to meet secondary drinking water standards.  
*Representative:* Roosevelt Jones ([rjones@townofmangoniapark.com](mailto:rjones@townofmangoniapark.com))  
Utility Manager Ph.: 561/ 848-1235 | Cell: 561/ 291-2881  
*Engineer:* Odyssey Manufacturing Co.  
*Contractor:* Odyssey Manufacturing Co.  
*Contract Amount:* \$ 49,247.84  
*Completion Date:* June 2020

**16) City of Margate**

***Project Title:* Brinemaker Replacement Project**  
*Description:* Replace existing brine tanks at the City of Margate West WWTP and WTP with new FRP 60-ton brine tank.  
*Representative:* Mike Uber ([ruber@margatefl.com](mailto:ruber@margatefl.com))  
Project Manager Ph.: 954/ 972-0828, Ext. 219 | Cell: 954/ 999-7298  
*Engineer:* Odyssey Manufacturing Co.  
*Contractor:* Odyssey Manufacturing Co.  
*Contract Amount:* \$ 172,384.78  
*Completion Date:* September 2020

**17) City of Margate**

***Project Title:* East WWTP Coagulant Feed System**  
*Description:* Furnish and install coagulant system at the City of Margate East WWTP.  
*Representative:* Wendell Wheeler ([wwheelerwh@margatefl.com](mailto:wwheelerwh@margatefl.com))  
Project Manager Ph.: 954/ 972-0828 | Cell: 954/ 605-0373  
*Engineer:* Carollo  
*Contractor:* Odyssey Manufacturing Co.  
*Contract Amount:* \$ 448,730.00  
*Completion Date:* August 2021

**18) City of Miramar**

***Project Title:* West WTP Corrosion Inhibitor Feed System Replacement**  
*Description:* Construct containment area, coat containment and furnish and install new corrosion inhibitor storage, feed equipment and piping at the City of Miramar West WTP.  
*Representative:* Balki Bisram ([bbisram@miramarfl.gov](mailto:bbisram@miramarfl.gov))  
West WTP Superintendent Ph.: 954/ 438-1228 | Cell: 954/ 295-1438  
*Engineer:* Kimley-Horn  
*Contractor:* Odyssey Manufacturing Co.  
*Contract Amount:* \$ 192,600  
*Completion Date:* August 2021

## CITY OF POMPANO BEACH REFERENCES/PROJECTS

- 1) **City of Pompano Beach**  
**Project Title:** City of Pompano Beach Re-Use System Sodium Hypochlorite Upgrade Project  
**Description:** Design/Build new sodium hypochlorite system to replace existing system at the re-use site. Work included temporary system.  
**Representative:** Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent  
Ph: 954/ 545-7030 | Cell: 954/ 809-5600  
**Engineer:** Odyssey Manufacturing Co.  
**Contractor:** Odyssey Manufacturing Co.  
**Contract Amount:** \$ 75,010.00  
**Completion Date:** March 2016
  
- 2) **City of Pompano Beach**  
**Project Title:** City of Pompano Beach Carbon Dioxide System Replacement  
**Description:** Design/Build new carbon dioxide system for the City of Pompano Beach WTP.  
**Representative:** Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent  
Ph: 954/ 545-7030 | Cell: 954/ 809-5600  
**Engineer:** Odyssey Manufacturing Co.  
**Contractor:** Odyssey Manufacturing Co.  
**Contract Amount:** \$ 597,325  
**Completion Date:** February 2018
  
- 3) **City of Pompano Beach**  
**Project Title:** City of Pompano Beach Lime Slaker Polymer System Replacement  
**Description:** Design/Build new lime slaker polymer system for the City of Pompano Beach WTP.  
**Representative:** Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent  
Ph: 954/ 545-7030 | Cell: 954/ 809-5600  
**Engineer:** Odyssey Manufacturing Co.  
**Contractor:** Odyssey Manufacturing Co.  
**Contract Amount:** \$ 406,200.00  
**Completion Date:** October 2018
  
- 4) **City of Pompano Beach**  
**Project Title:** City of Pompano Beach HFS System Replacement  
**Description:** Design/Build new HFS system for the City of Pompano Beach WTP.  
**Representative:** Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent  
Ph: 954/ 545-7030  
Cell: 954/ 809-5600  
**Engineer:** Odyssey Manufacturing Co.  
**Contractor:** Odyssey Manufacturing Co.  
**Contract Amount:** \$ 107,000.00  
**Completion Date:** September 2019
  
- 5) **City of Pompano Beach**  
**Project Title:** City of Pompano Beach Ammonium Sulfate Conversion Project  
**Description:** Design/Build new Ammonium Sulfate System to replace existing anhydrous ammonia system for the City of Pompano Beach WTP.  
**Representative:** Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent  
Ph: 954/ 545-7030 | Cell: 954/ 809-5600  
**Engineer:** Odyssey Manufacturing Co.  
**Contractor:** Odyssey Manufacturing Co.

*Contract Amount:* \$ 87,910.00  
*Completion Date:* October 2020

**6) City of Pompano Beach**

***Project Title:* Relocation of Caustic Chemical Feed System**

*Description:* Relocated and installed new caustic chemical feed system for the City of Pompano Beach WTP.

*Representative:* Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent

*Ph:* 954/ 545-7030 | *Cell:* 954/ 809-5600

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 116,7990.52

*Completion Date:* October 2021

**7) City of Pompano Beach**

***Project Title:* Temporary Coagulant System**

*Description:* Installed temporary storage tank, pump skid and associated piping to enable the City of Pompano Beach WTP to pilot new coagulant.

*Representative:* Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent

*Ph:* 954/ 545-7030 | *Cell:* 954/ 809-5600

*Engineer:* Odyssey Manufacturing Co.

*Contractor:* Odyssey Manufacturing Co.

*Contract Amount:* \$ 50,000 (Approximate)

*Completion Date:* Ongoing

PROJECT TEAM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI NUMBER # E-19-22

Federal I.D.# 65-0846345

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>PAT ALLMAN</u>	<u>22</u>	<u>B.S. MBA</u>
Project Manager	<u>PAT ALLMAN</u>	<u>22</u>	<u>B.S. MBA</u>
Asst. Project Manager	<u>JACKSON REEVES</u>	<u>6</u>	<u>B.S.</u>
Other Key Member	<u>PAVOL PREZENIK *</u>	<u>6</u>	<u>B.S.</u>
Other Key Member			

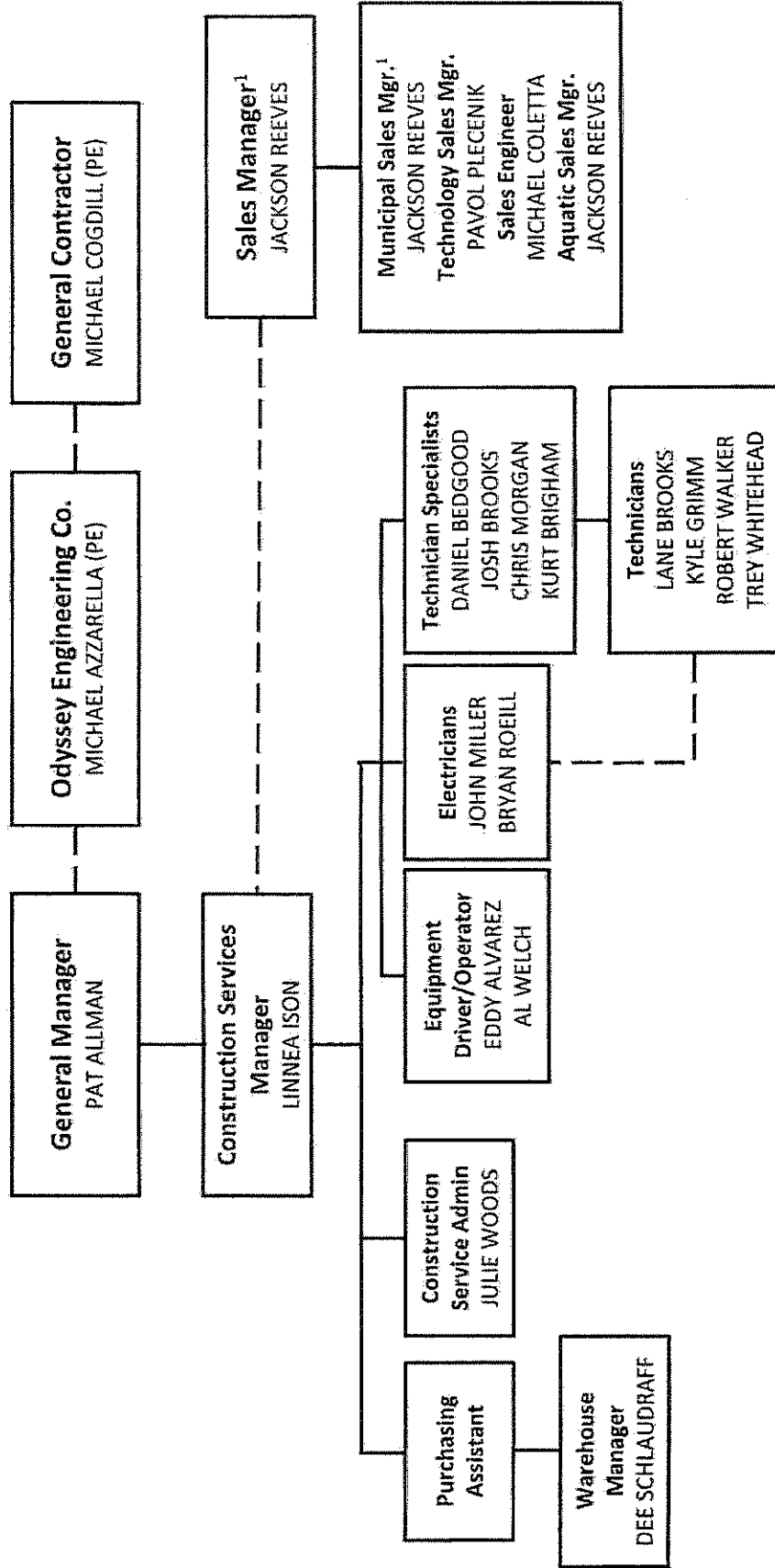
\* LOCAL CLIENT MANAGER

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying		
Landscaping		
Engineering	<u>ODYSSEY ENGINEERING COMPANY, 1484 MASSARD BLVD TAMPA, FL 33619</u>	<u>MICHAEL AZEMELLA</u>
Other Key Member (Feed Equipment + Control Panels)	<u>BLUE PLANET ENVIRONMENTAL</u>	<u>CRAIG SMITH</u>
Other Key Member (Concrete)	<u>2600 Kingswood Drive NE, Palm Bay, FL 32905</u>	
Other Key Member (Coatings)	<u>A. GENESIS CONSTRUCTION</u>	<u>Fred Barros</u>
	<u>530 SW 181st Ave, Demberree Pines, FL 33029</u>	
	<u>HITECH COATINGS INC.</u>	<u>Dave Harvey</u>
	<u>13556 54th Court N, WPB, FL 33411</u>	



**ODYSSEY MANUFACTURING CO.**  
**CONSTRUCTION SERVICES DIVISION**  
**ORGANIZATIONAL CHART**  
(AS OF JULY 1, 2022)



<sup>1</sup> If empty, General Manager fills role  
 \* All Managers responsible for employee Quality Control and Safety, as well as Customer Service, if applicable to role



**STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM**

As mentioned in our “Technical Approach”, Mr. Pat Allman (General Manager) and Mr. Michael Azzarella (PE – Odyssey Engineering Company, LLC) have collaborated together and designed and permitted over 2,000 chemical systems in Florida utilities between them. Both individuals are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards and also good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations.

Odyssey Manufacturing Co. is a CGC (Certified General Contract) with Michael Cogdill as our qualifying contractor. Michael Cogdill oversees Odyssey’s large projects as a construction project manager and provides his expertise, when required, for much of Odyssey’s chemical systems work. Mr. Cogdill has over 25 years of construction experience in the water and wastewater industry. Odyssey’s six (6) “leads or technician specialists,” Daniel Bedgood, Josh Brooks, Chris Morgan, Kurt Brigham, Bryan Roell and John Miller have immense experience with water and wastewater treatment facilities since they are on-site at one five days a week doing anything from a simple repair on a leaking pipe or pump, to changing out a 100-gallon or 10,000-gallon chemical storage tank, to redesigning an existing pump skid and chemical feed system, to installing On-Site Sodium Hypochlorite Generation Units or a tank mixer in a ground storage tank, to everything in between. Bryan Roell and John Miller are licensed electricians and instrument technicians and have done all of the electrical and control wiring on the chemical systems at the City of Pompano Beach.

**Recent Completed Projects of Similarity of RLOI (both large and small)**

TAB D contains references of over twenty-seven projects most completed within the past five years by Odyssey personnel who would be supporting this contract. Additionally, Odyssey offers a summary of work performed for the City of Pompano Beach.

- 10/2021 City of Pompano Beach WTP – Replaced sodium hypochlorite Injection line and quill
- 08/2021 City of Pompano Beach WTP – Relocated and installed new caustic system feed system including a new pump skid (built by Blue Planet Environmental) with new pumps, a new flowmeter, and sunshield (Lead – Chris Morgan)
- 10/2020 City of Pompano Beach WTP – Completed new ammonia sulfate conversation chemical feed system designed by Odyssey (Lead – Chris Morgan)
- 12/2019 City of Pompano Beach WTP – Installed three (3) new Assmann 10,000 FDO (Full-Drain-Out) sodium hypochlorite tanks to replace existing tanks (Leads – Josh Brooks & Kurt Brigham)
- 05/2019 City of Pompano Beach WTP – Emergency response to leaking caustic tank ... pumped over remaining caustic into temp tank, made repair to leaking fitting on tank, then pumped caustic back into tank (response time – same day)
- 11/2018 City of Pompano Beach WTP – Replaced (design and built) new carbon dioxide feed system (Lead – Chris Morgan)
- 10/2018 City of Pompano Beach WTP – Lime slaker polymer system replacement (Leads – Chris Morgan & Daniel Bedgood)

**Key Personnel (Management)**

**Pat Allman – General Manager (Odyssey Mfg. Co.)\***

B.S. in Nuclear Engineering (1983) from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors in 1984 and an M.B.A. from the University of Tampa in 1990. Mr. Allman has over seven years of power plant experience in the U.S. Navy, nine years of

power plant and industrial experience at Tampa Electric Company (TECO) and over twenty-two years of experience running the day-to-day operations of Odyssey Manufacturing.

**Michael Azzarella – PE (*Odyssey Engineering Company, LLC*)\***

B.S. in Civil Engineering (1987) from SUNY - Buffalo. Mr. Azzarella has worked primarily in the water and wastewater industry throughout his career for consulting firms, to the Utility Director for Polk County and now as the owner of his own engineering firm to provide permitting and engineering services on a formal basis.

**Michael Cogdill – CGC (*State CGC# 1516698*)\***

B.S. in Building Construction (1987) from the University of Florida and has over 25 years of construction experience in the water and wastewater industry.

**Linnea Ison – Construction Services Manager (*Odyssey Mfg. Co.*)**

B.A. in Business Administration (1987) from Lake Superior State university. Been with Odyssey for over twelve (12) years coordinating and manager Odyssey's construction division from scheduling, to planning logistics, to ordering parts and equipment, to customer service, and everything involved with running a construction company.

**Jackson Reeves – Sales Manager (*Odyssey Mfg. Co.*)**

B.S. in Business Administration (Finance) (2013) from the University of Florida and has 6 years of experience with Odyssey doing chemical and equipment sales.

**Pavol Plecenik – Technologies Sales Manager (*Odyssey Mfg. Co.*)\***

B.S. in Chemical Engineering (1984) from the University of Florida. Mr. Plecenik lives in Ft. Lauderdale and has over seventeen years of experience in the chemistry and water and wastewater fields, including seven years with Odyssey.

**Michael Coletta – Sales Engineer (*Odyssey Mfg. Co.*)**

B.S. in Engineering (2021) from University of Florida and recently just joined our Odyssey team as a Sales Engineer.

\*\*\* Please also find included Organizational Chart

**Key Partners (Subcontractors)**

**Blue Planet Environmental:** Is an instrument, controls and chemical feed equipment fabricator located in Palm Bay Florida. Approximately 80% of Blue Planet's business comes from Odyssey Manufacturing Co. and Odyssey has collaborated with them on over 2,000 chemical systems in Florida. Blue Planet has supplied most of the instruments, all of the chemical feed pump skids and most of the control panels for the City of Pompano Beach's chemical systems.

**Hitech Coatings:** Is a painting and coating contractor located in West Palm Beach, Florida. They have provided the containment coatings on over twenty-five projects for Odyssey over the past five years including the HFS, caustic, sodium hypochlorite, and ammonium sulfate containment areas for the City of Pompano Beach WTP.

**A. Genesis Construction:** Is a concrete contractor based out of Pembroke Pines, Florida. They have done the concrete work for over fifty Odyssey projects including the containment area at its Lantana, Florida facility.

**Heyward of Florida, Inc.:** Provides engineering and equipment supply for Odyssey's biological odor control business. Odyssey has partnered with Heyward of Florida to supply over fifty biological odor control systems at lift stations around Florida over the past three years.

**Harrington Industrial Plastics:** Is a PVC pipe and fittings supplier with five locations around Florida. Odyssey is Harrington's largest Florida customer and we have two assigned account managers to manage our business with them. Harrington's primary office is down the street from Odyssey's main Tampa location.

**Odyssey Engineering Co.:** Technically a separate company of which 100% of their business is Odyssey Manufacturing Co. and who provides a separation from Odyssey Manufacturing Co. when required.

**Hawkins, Inc.:** Florida Chemical distributor and supplier with locations in Big Pine Key, Hollywood, Apopka, Tarrytown, Labelle, Thomasville (GA), Swainsboro (GA) and Mobile (AL). Odyssey and Hawkins, Inc. are partners and support each other's business interests and customers by pooling their resources.

**Sentry, Inc.:** Florida chemical manufacturer and distributor with two locations in Hialeah, Florida area. Odyssey and Sentry are partners and support each other's business interests and customers by pooling their resources.

**PATRICK HENRY ALLMAN, III**

707 South Packwood Ave

Tampa, FL 33606

Work:(813) 335-3444 Home:(813) 254-6590

E-Mail: [pallman@odysseymanufacturing.com](mailto:pallman@odysseymanufacturing.com)

**EDUCATION**

- Bachelor of Science in Nuclear Engineering (mechanical engineering emphasis), Univ. of Virginia, Charlottesville, VA., May 1983
- M.B.A. with High Honors (4.0 GPA), Univ. of Tampa, Tampa, FL., Dec 1990
- Masters Equivalent, Post-Graduate Education in Nuclear Engineering and Reactor Operations, Department of Naval Reactors, August 1984
- Certified Professional Engineer by US DOE/Naval Reactors, May 1987
- Passed Engineer-In-Training (EIT) Exam, April 1991
- Certified Manager (C.M.), National Management Association (NMA), June 1992
- Certified Purchasing Manager (C.P.M.) designation, National Association of Purchasing Managers (NAPM), March 1996
- Certified Energy Manager (C.E.M.), Association Energy Engineers, August 1998

**EXPERIENCE**

- 08/11 – Pres. Tampa Port Authority. **Board Member**. Appointed by Florida Governor to oversee operations of the largest Port in the State of Florida.
- 10/05 – 6/13 U.S. Naval Reserves. **Commanding Officer** of Voluntary Training Unit, Tampa Operational Support Center, MacDill AFB, Florida. Awarded Military Outstanding Volunteer Service Medal. Retired in June 2013 after 30 years of military service.
- 10/03 – 10/05 U.S. Naval Reserves. **Commanding Officer** of 60-person Submarine Group 8 Navy Reserve Detachment. Oversaw major transformation & reorganization of reserve support to Commander Naval Forces Europe. Completed Navy's Anti-Terrorism Officer course. Awarded Navy Meritorious Service Medal.
- 10/02 - 9/03 U.S. Naval Reserves. **Executive Officer**, NR USCINCSOC 108, MacDill AFB. Responsible for operations of 27-Officer and 5 enlisted person Reserve Unit attached to a Joint Command. Awarded Navy Commendation Medal.
- 2/99 – Pres. Odyssey Manufacturing Company. **General Manager**. Responsible for starting up new company and overseeing the design and construction of a "state of the art" \$25 million chemical plant which began operations March 2000 and a second \$3 million chemical plant "peaking" plant in 2008. Oversaw design and construction of three chemical railroad transloading and distribution facilities. Grew company to be largest sodium hypochlorite (i.e. bleach) supplier to the Florida industrial market. Licensed Plumbing & General Contractor specializing in chemical system design, installation and repair which generates over \$10 million annual sales. Installed over 3,000 chemical systems in Florida to date. Manages business; responsibilities include sales, operations, profit/loss, marketing, staffing, personnel, financial, regulatory compliance, and permitting. Company selected as Southeast Desalting Association (SEDA) 2003 & 2016 Vendor of Year and he received Chairman's Award in 2011 and 2017. Received Florida Water & Pollution Control Operator Association (FWPCOA) Pat Flanagan Award in 1994 and 2016 for service. Received 2017 AWWA Award for Service.

Page Two of Resume of Patrick Henry Allman, III:

- 10/98 - 9/03 U.S. Naval Reserves. Watch Officer Joint OPS CTR (JOC), US Special Operations Command (USSOCOM), MacDill AFB. Provided critical watchstanding support in wake of September 11<sup>th</sup> attacks for Noble Eagle and Enduring Freedom. Awarded Defense Meritorious Service Medal.
- 10/97 - 9/98 U.S. Naval Reserves. Commanding Officer of 30-person Advanced Base Facility Component (ABFC) Naval Reserve Unit.
- 10/96 - 1/99 Tampa Electric Company. Bulk Power and Market Development, Account Manager for largest Tampa Electric Company Industrial Customers. Called on customers. Sold various ancillary products. Developed and implemented market plans for retaining and expanding current business. Wrote and negotiated contracts. Performed financial and technical analysis for various corporate business opportunities. Functioned as Project Manager. Advised customers and company upper management on energy business matters through continuous market monitoring. Instrumental in developing 5 Year Market Plan for Tampa Electric Company in the face of electric utility deregulation. Driving force behind company's pursuit of an Economic Development Rate.
- 10/95 - 9/97 U.S. Naval Reserves. Commanding Officer of 60-person Naval Weapons Station Charleston Reserve Unit. #1 Reserve Unit at NRC St Petersburg for two years. Top-ranked Commanding Officer at NRC St Petersburg for two years. Selected for regional leadership Team. Unit selected for national Leo Bilger Award in 1997 given to BEST Reserve Units in the County. Awarded Navy Commendation Medal and Navy Achievement Medal.
- 5/95 - 10/96 Tampa Electric Company. Bulk Power and Market Development, Statewide Sales & Marketing Representative and Project Team Leader for wholesale power sales and corporate business opportunities. Called on customers. Wrote and negotiated contracts. Developed and implemented marketing plans. Performed financial analysis for business opportunities including several major acquisitions.
- 1/93 - 9/95 U.S. Naval Reserves. Commanding Officer of 24-person Naval Facility Keflavik Reserve Unit. #1 Reserve Unit at NRC St Petersburg for three straight years. Unit selected as the BEST Reserve Unit in REDCOM EIGHT for 1994. Selected as the Naval Officer Reserve Association's National Junior Officer of the Year for 1994. #1 ranked officer at NRC St Petersburg for three years.
- 12/91 - 7/95 Tampa Electric Company. Materials Management, Senior Engineer. Worked as a **Project Manager/Contract Administrator** managing large projects primarily in the power plant, port operations, computer systems and telecommunications areas. These projects included most of the large contracts for the Polk Power Station coal gasification plant, major upgrade to the coal handling systems at Big Bend and Gannon Power Stations, dredging and seawall contracts, major FGD ("scrubber") retrofit project, a new Work Order Management System, as well as over \$40 million worth of contracts for all the company's major power plant outage-related work over a three year period. Duties included project management, business analysis, writing technical specifications, writing and negotiating contracts, and various materials management functions (spare parts, warehousing, and investment recovery).
- 1/91 - 12/92 U.S. Naval Reserves. Asst. Weapons Officer for Submarine Squadron 14 in Kings Bay, GA. Acted as Squadron Duty Officer on weekends and two-week annual duty.

Page Three of Resume of Patrick Henry Allman, III:

- 10/90 - 12/91 Tampa Electric Company. Distribution Engineering, Principal Engineer. Technical Sales and Project Management. Managed large lighting projects (including Bayshore Boulevard renovations), performed engineering analysis and set company policies, account manager for governmental agency customers, developed lighting rates for the Public Service Commission, coordinated lighting related issues between seven company departments, and did marketing and sales of the company's lighting services and products.
- 7/88 - 12/90 US Navy Officer Programs Recruiter, Tampa, FL. Officer-in-Charge of Navy recruiting for Central Florida. Responsibilities included recruitment, supervision, the development/implementation of marketing plans and the meeting of sales goals. Personally recruited for Officer Programs, exceeding every monthly quota. Awarded two Navy Commendation Medals and one Navy Achievement Medal during tour. National Officer Recruiter of the Year for FY 1990. Jacksonville NRD Officer Recruiter of the Year and runner-up for National Officer Recruiter of the Year for FY 1989. Led NRD Officer Programs Team to #1 Ranking in the Country for two consecutive years out of 41 total NRD's (#19 finish in year prior to arrival). Supervised over 64 Judge Advocate General (JAG) Investigations. Supervisory responsibilities included directing over 75 enlisted recruiters & over 30 temporarily assigned personnel.
- 5/88 - 6/88 US Navy Officer Recruiting Course, Orlando, FL. Training in public relations, sales, and marketing techniques/strategies.
- 4/85 - 5/88 Dept Head/Division Officer. USS HENRY CLAY (SSBN 625), Charleston, SC. Weapons (DH), Sonar, Missile, Missile Fire Control, Torpedo, Torpedo Fire Control, Reactor Controls, and Interior Communications Officer on a ballistic missile submarine. Positions encompassed a wide variety of engineering, personnel management, operations management/analysis, technical writing and leadership/supervisory experience. As Officer of the Deck, directed the tactical and systems operations of a nuclear powered submarine. As Engineering Officer of the Watch, supervised the operation of a nuclear power plant. Completed six strategic deterrent patrols under conditions of high stress, submerged for several months at a time. Qualified SSBN Weapons Officer & Engineer, becoming one of the 1<sup>st</sup> officers in the Navy to qualify for two Department Head positions in their first tour. Awarded Navy Achievement Medal. Significantly contributed to various team goals, including BEST submarine in the Submarine Squadron 6 and runner-up for Atlantic Fleet for 1987, as well as "OUTSTANDING" or "EXCELLENT" evaluations on submarine's last six major inspections.
- 9/84 - 4/85 US Navy Submarine School and Poseidon Guided Missile School. Training.
- 8/83 - 8/84 US Naval Nuclear Power School/Prototype Training. Graduate level practical and theoretical work in the principles and operation of a nuclear power plant.
- 5/83 - 8/83 Instructor UVA NROTC. Awarded Secretary of Navy Commendation for Bravery for saving police officer's life.

CIVIC AND TRADE ORGANIZATIONS

Active in FSSSSS, FSAWWA (Trainer, Chief Judge/Drafts Questions for Florida TOP OPS Competition), AWWA (National TOP OPS Committee), SEDA (Auditor), FWPCOA (Trainer), Tampa Propeller Club and Board Member for the Tampa Port Authority (Gubernatorial Appointee).

## Michael P. Azzarella, PE, CPM

Odyssey Engineering Co.



### Education

B.S., Civil Engineering, SUNY at Buffalo, 1987

### Registrations/Licenses

Professional Engineer  
Florida 52427, 1998  
Professional Engineer  
New York 070382, 1993

### Certifications

Certified Public Manager (CPM),  
The Florida Center for Public  
Management, at Florida State  
University, June 2004

Mr. Azzarella has extensive experience in the water and wastewater industry working as both a Utility Director and consultant for the past thirty years. He has significant experience in design, project management, and resident engineering for water and wastewater treatment and conveyance facilities and storm water systems. He is currently the principal for Odyssey Engineering Co. which provides technical assistance, engineering, design and permitting support to Odyssey Manufacturing Co.'s customers in the utility industry. His work history includes the following projects:

### UTILITIES

#### Polk County Utilities Technical Services Director.

Mr. Azzarella oversaw Utilities Technical Services Division with a Capital Improvement Program budget in excess of \$30 million per year. Professional engineering work included supervising staff and managing utilities development coordination, water, and wastewater systems capacities and related issues, utilities engineering design and permitting, and utilities geographical information system for Division. Managed utilities development coordination to ensure compliance and conformance with County and Division requirements which includes plan review, quality control and approval; regulatory agency permit application review, approval, and execution; and record drawing review, quality control and approval. Managed water and wastewater system capacities and identified problem issues requiring system upgrades/modification and coordinated with regulatory agencies and other Division Sections as required. Obtained and approved all necessary supporting documentation required for County acceptance of utility systems associated with development activity. Coordinated with other County Departments/Divisions, consulting engineers, developers, contractors, and other utility purveyors throughout these processes.

Supervised staff and managed preparation, modification, and maintenance of the County Standards and Specifications for Utility Construction Manual. Supervised staff and managed Utilities Capital Projects Section for development compliance with the Polk County Comprehensive Plan and negotiation of agreements with developers for improvements to utility systems. Coordinated with the Utilities Operations and Maintenance Division to evaluate systems performance problems and provide input and recommendations for correcting problems. Approved, signed and sealed all documents as the professional engineer in responsible charge of in-house design and permitting work which included engineering plan preparation, technical standards and specifications preparation, permitting, design calculations, estimates, and related technical documents. Prepared and managed the Division operational and Capital related budgets.

**Cities of Davenport and Polk City, Florida – Miscellaneous Engineering Services.**

Mr. Azzarella serves as an extension of the Cities' Public Works Departments. He focuses on environmental compliance, working with staff to improve efficiencies, troubleshoot utility issues, perform technical reviews and assist with planning operation and maintenance of the Cities' water and wastewater systems.

## **WATER**

### **Florida Keys Aqueduct Authority (FKAA) Stock Island and Marathon Key RO plant chemical system upgrade projects – Marathon Key and Stock Island, Florida.**

Mr. Azzarella was responsible for the design and FDEP permitting of sodium hypochlorite and sulfuric acid chemical systems at two FKAA seawater RO plants.

### **City of Cocoa Sodium Hypochlorite Conversion - Wewahootee Wellfield Plant Site, Christmas, Florida.**

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of a 60 MGD water supply facility from gaseous chlorine to liquid sodium hypochlorite.

### **Polk County Utilities Sodium Hypochlorite Conversion – Various Water Treatment Plants.**

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection systems of fifteen (15) water treatment plants from gaseous chlorine to liquid sodium hypochlorite.

### **Niagara County Raw Water Pump Station Modifications, Niagara County, New York.**

Mr. Azzarella served as the project manager and was responsible for the mechanical design and layout of pump and piping modifications to a 48 MGD raw water pumping station. In addition, Mr. Azzarella served as Design Engineer in the design and layout of a 48-inch prestressed concrete cylinder raw water line relocation under the Niagara River and on land for the Niagara County Water District, New York.

### **Niagara County Water District System Upgrade, Niagara County, New York.**

Mr. Azzarella served as Project Engineer in charge of preparing preliminary design report and final design for the construction of a 4.5-mile potable water transmission main in Niagara County, New York.

**City of Boca Raton WTP OSHG Replacement – Boca Raton, Florida.** Mr. Azzarella served as the Project Manager to replace three 1,500-ppd ClorTec OSHG units with three MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a "turn-key" system.

**City of Margate WTP OSHG Replacement – Boca Raton, Florida.** Mr. Azzarella served as the Project Manager to replace two 750-ppd ClorTec OSHG units with a single MicrOclor 1,500-ppd OSHG unit. Odyssey provided a "turn-key" system to the Owner including integration with their existing control systems.



**Town of Longboat Key Tank Mixing Projects – Longboat Key, Florida.**

Mr. Azzarella served as the design and permitting engineer to upgrade the sodium hypochlorite and ammonium sulfate systems along with installing tank mixers at the Town of Longboat Key South and Mid-Key Booster Stations.

**City of Punta Gorda Bal Harbor Booster Station – Punta Gorda, Florida.**

Mr. Azzarella served as the design and permitting engineer to install a sodium hypochlorite and ammonium sulfate system along with installing a Ground Storage Tank mixer at the City of Punta Gorda Bal Harbor Booster Station.

**WASTEWATER**

**Florida Keys Aqueduct Authority (FKAA) Cudjoe Key Sodium Hypochlorite Conversion – Cudjoe Key, Florida.**

Mr. Azzarella served as the Project Manager and was responsible for the design and FDEP permitting of the disinfection system conversion of a 960,000 GPD wastewater treatment facility from chlorine gas to liquid sodium hypochlorite.

**Cape Canaveral Air Force Station Regional WWTF Sodium Hypochlorite Conversion - Patrick Air Force Base, Florida.**

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of an 800,000 GPD wastewater treatment facility from onsite hypochlorite generation to liquid sodium hypochlorite.

**Town of Tonawanda Plant Improvements, Tonawanda, New York.**

Mr. Azzarella served as Design Engineer to evaluate an existing backwash/air scour operation at a wastewater treatment plant for an Erie County municipality. His work included evaluating the existing system for potential problem points, hydraulic grade line establishment over length of system from backwash pumps to filters and presentation of results.

**City of Boca Raton WWTP OSHG Replacement – Boca Raton, Florida.** Mr. Azzarella served as the Project Manager to replace two 1,500-ppd ClorTec OSHG units with two MicroClor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a "turn-key" system and oversaw a subcontract worth \$3.2 million.

**Manatee County SW WRF – Bradenton, Florida.** Mr. Azzarella was the Project Manager for three different projects in a two-year period at this facility: (1) Sodium hypochlorite line replacement; (2) MARS project to provide a sodium hypochlorite system for the re-use; and (3) Deep Well injection project to chemical systems for the treated water stored underground.

**MICHAEL J. COGDILL**

1484 Massaro Blvd  
Tampa, FL 33619  
813-486-9099 Cell

Email: mcogdill@odysseymanufacturing.com

**EDUCATION**

Bachelor of Science in Building Construction, University of Florida, 1987

**PROFESSIONAL LICENSES HELD**

Holder of the following State of Florida construction licenses:

- State Certified General Contractor Class A
- State Certified Mechanical Contractor
- State Certified Underground Utility & Excavation Contractor
- Class V Fire Protection Contractor

**RECOGNITION / ORGANIZATIONS**

- Built a complete computerized integration solution for estimating, scheduling, file sharing, internet presence & internet sales leads for my family's construction business ([www.cogdillbuilders.com](http://www.cogdillbuilders.com)).
- My interstate 4 rest area project for the Florida Department of Transportation received the 1997 Metal Construction Association President's Award.
- Lectured at universities on the construction management type of project delivery and its benefits.
- Active member of business retention/expansion committee Tampa Chamber of Commerce.

**COMPUTER CAPABILITIES**

Fluent in the following construction/business related computer programs:

- Microsoft Office family of software
- Primavera scheduling software (P3 & Suretrak)
- Timberline Precision Estimating System, (including database setup)
- MC2 Estimating System
- AutoCad & SoftPlan CAD programs
- Capable of quickly learning other programs as required

**REFERENCES**

Professional/Owner/Personal references available upon request

**EXPERIENCE SUMMARY**

I was raised in a construction family, spending my summer vacations on the jobsite. In addition to the skills I learned growing up, I have more than 20 years of Florida and Virginia construction experience, working in literally every position in the design and construction phases of large and small commercial, industrial, & residential construction projects, including phase-construction of a \$19M ozone water treatment facility saving more than 6 months in the job schedule.

**MICHAEL J. COGDILL, page 2**

**EXPERIENCE**

- 2008 – Present                      Odyssey Manufacturing Co.  
   Tampa, FL
- Estimating, management, construction, of specialty chemical projects in Florida.
  - Superintendent for twelve concrete building foundations and significant underground water plant piping work at twelve City of Deltona WTP's.
  - Project Manager for City of West Palm Beach Water Plant Chemical Systems Projects which total almost \$2.5 million in work over past three year period (Sodium Hypochlorite, Aqueous Ammonia, HFS, Corrosion Inhibitor, Caustic)
  - Project Manager for Collier County Sodium Hypochlorite System Upgrade in.
- 2003-Present                      President  
   Cogdill Builders of Florida, Inc.  
   Tampa, FL
- Setup & management of Cogdill Builders of Florida, a split off company of Cogdill Builders, Inc., established to pursue high-end residential and specialty work in the Tampa Bay area beyond.
- 2000-2005                      Vice President  
   Cogdill Builders Inc.  
   Orange Park, FL
- Primary/secondary license holder/qualifying agent. Responsible for land development, field coordination of commercial, industrial & non-residential design/build sector of Cogdill Builders Inc, a family-owned business.
- 2/99-9/00                      General Manager  
   Goodwin Constructors, Inc.  
   Brooksville, FL
- License holder/qualifying agent responsible for overall operations of Goodwin Constructors, Inc. including all bidding and administration of work under contract (primarily civil type work).
- 6/96 –2/99                      Construction Manager  
   Vogel Bros. Building Co.  
   Lakeland, FL
- Responsible for planning, and construction of the Conway Ozone Water Treatment Plant Expansion and Modification, Orlando Utilities Commission, Orlando FL

**MICHAEL J. COGDILL, page 3**

8/93 – 5/96                      Project Manager/Superintendent

Vogel Bros. Building Co.  
Lakeland, FL

Responsible for cost, schedule, and project coordination of the following projects:

- Project Manager, I-4 Dual Rest Areas, Polk County, FL.
- On-site project superintendent, responsible for all planning, scheduling and field construction efforts for the Bee Ridge Water Reclamation Facility, Sarasota, FL
- Project Manager, Florida Title East Reservoir Construction of Industrial Wastewater Containment and Treatment System, Lakeland, FL
- Project Manager, ZURN/NEPCO Site Preparation and Earthwork, Orange Cogeneration Facility, Contract No. 2055, Bartow, FL

6/91 – 10/93

Project Engineer  
Vogel Bros. Building Co.  
Lakeland, FL 33811

Responsible for job set-up, development and maintenance of project schedule. Material procurement and receipt and quality control in the construction of the following:

- Charles Larsen Unit #5 General Construction-Simple Cycle Project, Lakeland, FL
- Site Development and Foundation Construction for the Mulberry Cogeneration Facility, Bartow, FL

8/90 – 6/91

Office Engineer/Scheduler  
Metric/Harbert, Joint Venture  
Tampa, FL

Responsible for project scheduling using Primavera software. In charge of subcontractor weekly schedule meetings, subcontractor coordination, trouble shooting constructability problems, submitting monthly payment applications to owner, review/approval of subcontractor billings, set up of computer automated logs (submittal, RFI, etc.) for the Tampa International Airport South Parking Garage, 5300 space parking garage with rental car offices and maintenance facilities with a total of 115,000 cubic yards of concrete.

1/88 – 8/90

Office/Project Engineer  
Metric Constructors, Inc.  
Richmond, VA

Responsibilities included performing quantity take-off, cost control, schedule maintenance, civil buy-out, subcontractor coordination, submittals and RFI's and constructability problems on cogeneration power plant and wastewater projects in the Richmond, VA area.

1/87 – 6/88

Cogdill Builders, Inc., Jacksonville, FL

**MICHAEL J. COGDILL, page 4**

Responsible for scheduling (residential), subcontractor and supplier coordination, drafting/plan check, quality control functions, building lay-out, quantity take-off/pricing, developed Lotus-based estimating program, ran compliance checks using computerized Florida Energy Code computer program, permitting, coordinating warranty work, designed new company logo, advertising design, customer questions/assistance.

Summer 1986

Project Engineer  
Danis-Shook of Florida  
Orlando, FL

Summer college internship. Responsible for line and grade, pipe/structure layouts, shop drawing submittal/review, expediting deliveries and scheduling at the Iron Bridge Waste Water Treatment Plant.

**CHRIS MORGAN**  
**Project Superintendent/Mechanical Supervisor**

Odyssey Manufacturing Co.  
1484 Massaro Blvd.  
Tampa, FL 33619

- Education:** H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida
- Experience:** Atlantic Surveying, Field Survey Technician, 2006 – 2008  
Odyssey Manufacturing, Helper/Mechanic/Plumber/Supervisor 2008 – Present
- Projects:** City of Pompano Beach Water Treatment Plant, Project Superintendent, Ammonia Sulfate System Upgrade - \$88K
- City of Pompano Beach Water Treatment Plant, Project Superintendent, Caustic System upgrade and relocation - \$117.8K
- City of Pompano Beach, Technician Specialist, various upgrades and equipment/part installations to the Ammonia, Bleach, Caustic, Fluoride and Carbon Dioxide Systems throughout the various systems Water Treatment and Reuse Plants over the past 10 years
- Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP)
- City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent for \$1.4 million project to replace caustic, fluoride, and ferric sulfate tanks
- Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent for \$1.1 million project to replace five chemical systems
- City of Wildwood Coleman WTP, Project Superintendent for \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant
- City of Deltona WTP's, Project Superintendent for \$5.1 million addition of ammonium sulfate at 12 water treatment plants
- City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system
- City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system
- Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations
- City of Coconut Creek, Project Superintendent to install sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations

# John Miller

4740 Grace St.

De Leon Springs, Florida 32130

Cell Phone (386) 804-7990

Email address: [jmiller@odysseymanufacturing.com](mailto:jmiller@odysseymanufacturing.com)

## Education

- 1994            *Hempfield High School, Landisville, PA.*
- 1994            *Vo-Tech for Mill Work and Cabinetry*
- 1999            *Electrical apprenticeship IBEW 756*

## Employment History

5/15 – current    **Odyssey Manufacturing Co., Tampa, FL 33619**

*Lead Electrician. Install and maintain electrical components and instrumentation for chemical feed and storage systems as well as on-site sodium hypochlorite generation (OSHG) systems.*

8/14- 5/15        **Chinchor Electric, Orange City, FL 32763**

*Lead Electrician. Industrial electrical construction and service. AC/DC, VFD, High and Low voltage and control wiring.*

2/13-8/14        **Anvil International (Mueller water products), Columbia, PA 17512**

*Industrial maintenance (Master Electrician). Maintain systems including AC/DC electrical, Motor Controls, Hydraulic, Pneumatic, Hoists, Cranes, PLC, Induction Furnaces and other equipment.*

11/97 – 7/11.    **Florida Electric Works Deland, FL 32724**

*Lead electrician. Residential/Commercial/Industrial experience. Well versed in the trade, from residential to military contracts.*

1/97 – 11/97     **Miller Electric, Jacksonville, FL**

*Electrician Apprentice. Duties included help with installation of traffic signals and bridge lighting.*

1/95 – 11/96     **Olson Electric, Daytona Beach, FL**

*Apprentice Electrician. Duties included help with installation and retro fit of fire alarm systems at Kennedy Space Center.*

## Water and Wastewater Projects

*Twenty (20) plus years of experience with electrical equipment and parts for water and wastewater industry form analyzers, to SCADA control, to PCL panels, to tank level indicators, to flow meters and flow pumps, and more. Product knowledge on installation and operation to guide ease of use for customer.*

## **Recent Projects**

### **Brevard County Odor Control Projects**

*Responsible for all electrical and control wiring for biological odor control systems at five Brevard County facilities (Tucker Lane, Plumosa, Pat McPhee, South Beaches WWTP, South Central WWTP) and worked as lead plumbing mechanic.*

### **Electrical Superintendent for Odyssey Manufacturing Co. Lantana Sodium Hypochlorite Terminal**

*Oversaw all electrical, controls and instrumentation work for \$4 million state of the art sodium hypochlorite terminal.*

### **Electrical Superintendent for Odyssey Manufacturing Co. Tampa Sodium Hypochlorite Terminal**

*Oversaw all electrical, controls and instrumentation work for \$7 million state of the art sodium hypochlorite terminal.*

## **Credentials**

*\*10 Hour OSHA Certification*

*\*30 Hour OSHA Supervisor Certification*

*\*40 Hour HAZWOPPER Certification*

*\*PLC RsLogics 5&500*

*\*High Voltage Training*

*\*NFPA 70E*

*\*COM-C Certification*

*(Corps of Engineers/NAVFAC)*



## PAVOL P. PLECENIK

5100 NE 15th AVE, Fort Lauderdale, FL 33334  
954-632-4090 | PPlecenik@odysseymanufacturing.com

### TECHNOLOGIES MANAGER

*Project Management | Compliance Requirements | MS Office Suite | Contract Negotiations | Troubleshooting |  
New Business Development | Technical Aptitude | Consultative Sales | Customer Relationship Management (CRM) |  
Sales Team Supervisor | Networking | Staff Training & Development | MS Dynamics | Salesforce | ACT*

Resourceful PROJECT MANAGER with over 10 years of experience in building relationships, retaining top accounts, and growing customer partnerships by establishing trust. Persuasive, self-motivated leadership professional with expertise on expanding network connections, persuasively introducing products, educating clients, implementing sales strategies, territory development, and revealing customer needs to deliver solutions.

### PROFESSIONAL EXPERIENCE

Odyssey Manufacturing, Tampa, FL  
*Technologies Manager*

2016-Present

Oversee full sales cycle, interfacing with engineering, production, and accounting to ensure smooth sales process.

- Manage accounts to cultivate positive customer relationships in the Water/Wastewater industry.
- Ensure client satisfaction ratings by timely offering proactive resolution ideas while driving actionable responses to questions, concerns, or challenges.
- Installation inspection, analysis, and troubleshooting.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients in the Water/Wastewater industry.
- Translate technical customer information to support client education practices while executing successful equipment sales practices.
- Generate leads, conduct cold calls, and follow-up on inactive opportunities to drive profitability.
- Strengthen branding initiatives by attending trade shows, exhibitions, and customer visits to maximize outreach.

Hamilton Company, Reno, NV  
*OEM Sales Manager*

2010-2015

Support the life science market during the analytical instrument development process by delivering fluid measurement solutions.

- Interface with the Director of Marketing to ensure sales goals are met while maximizing personnel productivity.
- Develop positive buyer associations by employing strategic account management approach to ensure a reliable product supply.
- Satisfy client needs to capture recurring contract for YOY OEM sales of large pipeline projects.
- Reduce process lags by training OEM sales managers on best practices and protocol to maximize new product profits.
- Increase sales by leveraging engineering principals and product knowledge to support product redesigns.

Parkson Corporation, Fort Lauderdale, FL  
*Applications Engineering Manager*

2006-2010

Gained knowledge of the Parkson pollution control product design and process details, including sand filtration, clarification, sludge collection, biological treatment, ultra fine bubble diffusion, and solar sludge drying equipment.

- Grew sales by implementing product and process knowledge to equipment specification and design tools.
- Supported sales team to generate over \$2M in revenue by partnering with representatives, studying specifications, and examining contract documents to present feasible, most profitable, and specification-matching product offering proposals.
- Cut engineering proposal preparation time by 50% by automating the product sizing/proposal generation tool for 2 complex product offerings.
- Optimized performance by analyzing equipment functionality and process data to deliver setting adjustments.
- Co-authored a technical document on Enhanced Nutrient Removal (ENR) to present at several trade shows.
- Minimized workflow gaps by directing inside sales engineers to support regional sales management.
- Employed innovative strategies to drive growth.

**ADDITIONAL EXPERIENCE:** Laboratory Scientist I, E-Lab Inc, Ormond Beach, FL

2004-2006

---

**EDUCATION & PROFESSIONAL DEVELOPMENT**

---

*Bachelor of Science in Chemical Engineering, University of Florida*

*Associate in Arts, Brevard Community College*

*Process Engineering Certification (12 hours) - Program Utilizing Total Quality Management, Modeling, and Optimization*

*Certificate of Completion - Green Belt of Six Sigma Methodology*

*Certificate of Attendance - Activated Sludge Troubleshooting: Understanding and Controlling Your Plant*

*Certificate of Course Completion - Applied Welding Technology*

*Professional Certificate - Finance and Accounting for Non-Financial Managers*

*Certificate of Appreciation - Presented at the 81st Annual Technical Conference of PWEA*

*Certificate of Appreciation - Presented at the NJWEA Annual Conference*

*American Institute of Chemical Engineers, Member*

*AWWA, Member*

*FWPCOA, Member*

*WEF, Member*

*UF Alumni Association, Member*

*International Honor Society, Member*

## LOCATIONS

### ODYSSEY MFG CO. LOCATIONS

#### TAMPA, FL (HQ)\* – MAIN OFFICE

- Pat Allman
- Michael Azzarella
- Linnea Ison
- Jackson Reeves
- Michael Coletta
- Administration (6 staff)

GIBSONTON, FL

ORLANDO, FL

LANTANA, FL\*

- Pavol Plecenik
- William Harding (Branch Manager)

\*Services will be rendered from these two locations

### SUBCONTRACTORS

ODYSSEY ENGINEERING COMPANY, LLC – Lakeland, FL/Tampa, FL

ODYSSEY MANUFACTURING CO. (CGC) – Tampa, FL

BLUE PLANET ENVIRONMENTAL SYSTEMS, INC. – Melbourne, FL

SENTRY INDUSTRIES – Hialeah, FL

HAWKINS CHEMICALS, INC. – FL Locations (Apopka, FL (MAIN), Big Pine Key, FL, Brooker, FL, Hollywood, FL, Labelle, FL, Terrytown, FL)

### EMERGENCY RESPONSE

Odyssey's emergency response will normally come from its Lantana location. Pavol Plecenik is an experienced degreed engineer who lives in Fort Lauderdale and is based out of the Lantana location and would be available 24/7 for emergency response. Additionally, the Lantana Branch Manager (William Harding or if he is on vacation then Kurt Brigham the former Lantana Branch Manager and now one of our primary construction superintendents) would be available 24/7. Last month, there was a chemical mishap at the City of Pompano Beach Water Treatment Plant and Odyssey had personnel on-site to assess the situation within 30 minutes of the mishap.

**LOCAL BUSINESS / MINORITY BUSINESS ENTERPRISE**

Odyssey Manufacturing Co. typically self performs all of the proposed work under this contract and thus does not typically hire subcontractors. If the needs arises on a project for additional staffing, Odyssey would use local staffing agencies and would provide preference to staffing agencies who are MBE certified. In the past seven years, we have not had to utilize any staffing agencies to perform work under our existing maintenance contract with the City of Pompano Beach Utilities Department. When the need to hire subcontractors arises, Odyssey has used the following subcontractors in the past and would desire to continue to do so:

- 1) Electrical: Odyssey typically self-performs the electrical on all of its projects. On the Carbon Dioxide system project for the City of Pompano Beach, we did use Tower Electric because the scope of work was deemed too large for Odyssey personnel to handle. Tower Electric is an MBE-certified contractor in Palm Beach County but we do not anticipate using them for this contract. Should we need to perform a large amount of electric work, Odyssey would provide preference to local electrical contractors who are MBE certified and if none are available we would default to Tower Electric who has worked with us on a dozen projects including our Lantana facility.
- 2) Coatings: Odyssey typically subcontracts out any coating work to Hitech Coatings who is a small business out of Palm Beach County. They have done over twenty-five projects for us including several for the City of Pompano Beach. Should Hitech Coatings not be able to perform the coating work on a particular job or Pompano Beach desires for us to use a local MBE certified contractor, Odyssey would provide preference to local coating contractors who are MBE certified.
- 3) Concrete: Odyssey typically subcontracts out any concrete work to A. Genesis Construction who is an Hispanic-owned small business contractor out of Pembroke Pines. They have done over twenty projects for us including a \$400,000 project at our Lantana facility. I approached them about getting MBE and/or SBE certified and they are not interested in doing so. Should A. Genesis not be able to perform the concrete work on a particular job or Pompano Beach desires for us to use a local MBE certified contractor, Odyssey would provide preference to local concrete contractors who are MBE certified.

Thanks,  
The Odyssey Mfg. Co. Team

**TIER 1/TIER 2 COMPLIANCE FORM**

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**TIER 1 LOCAL VENDOR**

My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

**TIER 2 LOCAL VENDOR**

My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

**I certify that the above information is true to the best of my knowledge.**

7/18/22  
(Date)

ODYSSEY MFG. CO.  
(Name of Firm)

BY: Pat Allman  
(Name)



LOCAL BUSINESS EXHIBIT "D"  
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RLI Number E-19-22

1. What portions of the Contract have you identified as Local Business opportunities?

None, we plan on self-performing all of the work

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

N/A

3. Did you send written notices to Local Businesses?

Yes  No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes  No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you?

N/A

7. List the Local Businesses you will utilize and subcontract amount.

<u>N/A</u>	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

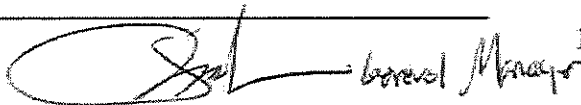
  
General Manager  
7.18.2022

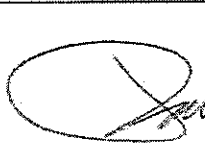
EXHIBIT "E"

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI NUMBER E-19-22

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.)  
You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?
None	

 General Manager  
7-18-2022



**LITIGATION**

Odyssey has had no ligations arising due to performance within the past five (5) years.

Thanks,  
The Odyssey Mfg. Co. Team

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI E-19-22, DESIGN MAINTENANCE AND REPAIRS OF CHEMICAL  
(Number) (Title) FEED SYSTEMS

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this Solicitation. I have read this Solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept Contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) PAT ALLMAN Title GENERAL MANAGER

Company (Legal Registered) ODYSSEY MANUFACTURING Co.

Federal Tax Identification Number 65-0846345

Address 1484 MASSIMO BLVD.

City/State/Zip TAMPA, FL 33617

Telephone No. 813-635-0339 Fax No. \_\_\_\_\_

Email Address PALLMAN@ODYSSEYMANUFACTURING.COM

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent (Vendor) Name: PAT ALLMAN

Vendor FEIN: 65-0846345

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this Solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this Solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



**CONFLICT OF INTEREST:**

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.313.

No  Yes

EXHIBIT "E" F

Hourly Rate		
ITEM	DESCRIPTION	COST
1	Regular time rate for service technician	\$ 105.00
2	Overtime/emergency rate for service technician	\$ 130.00
3	Regular time rate for service helper	\$ 60.00
4	Overtime rate for service helper	\$ 80.00
5	Regular time rate for day laborers	\$ 30.00
6	Overtime rate for day laborers	\$ 45.00
7	Regular time rate for engineering personnel	\$ 130.00
8	Overtime rate for engineering personnel	\$ 130.00
9	Mark up for parts	20%

**EXCEPTIONS/CLARIFICATIONS**

**REQUEST OF REVISIONS/ NEGOTIATIONS**

- 1) Under section "D", it states, "The Term of this Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the Contractor. City reserves the right to negotiate the term of its respective Contract with the Awarded Proposer.

Odyssey requests the following revision to add an annual escalation clause for hourly rates to adjust for annual salary increases and United States Department of Labor Consumer Price Index (CPI) to this section/statement.

- o After the initial first year, for the remainder four (4) years of the contract, the contractor (Odyssey) has the right to adjust the "Hourly Rates", not to exceed 5% annually, based upon the increase of U.S. Labor CPI and annual salary increases. These terms must be agreed upon by the contractor and the city before the date of execution, which would be exactly twelve (12) months from the execution of the initial contract or since the last adjustment from twelve (12) months prior.
- 2) Under Subsection "K", it states, "The Contractor shall submit a copy of the original invoice for any material purchased greater than five hundred dollars (\$500.00) as a result of a repair, documenting Contractor's mark-up."

Odyssey requests the following two revisions to this section/statement.

- o The amount be raised from \$500.00 to \$1,000.00.
- o With regards to LOT PVC Pipe, Fittings, and Valves parts and materials ... Odyssey purchases these types of parts and materials in bulk and will not be supplying original invoices for this type of material, even if the amount exceeds \$1,000.00.

Thanks,  
The Odyssey Mfg. Co. Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER:</b> Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	<b>CONTACT NAME:</b> Debbie MacGillivray <b>PHONE (A/C, No, Ext):</b> (863) 688-5495 <b>FAX (A/C, No):</b> (863) 688-4344 <b>E-MAIL ADDRESS:</b> certificateslakeland@stahlinsurance.com														
<b>INSURED:</b> Odyssey Manufacturing Co. 1484 Messaro Blvd Tampa FL 33619	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER B: ACE American Insurance Co</td> <td>22667</td> </tr> <tr> <td>INSURER C: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER D: Colony Insurance Company</td> <td>3993</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Union Insurance Co	27960	INSURER B: ACE American Insurance Co	22667	INSURER C: Zenith Insurance Company	13269	INSURER D: Colony Insurance Company	3993	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Illinois Union Insurance Co	27960														
INSURER B: ACE American Insurance Co	22667														
INSURER C: Zenith Insurance Company	13269														
INSURER D: Colony Insurance Company	3993														
INSURER E:															
INSURER F:															

**COVERAGES:** CERTIFICATE NUMBER: Jan 2022 Master REVISION NUMBER:

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per Project Applies By <input type="checkbox"/> Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU, Contractual	Y		G24092975 013	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED PD			H08450377 013	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A/D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$			G24092987013/EXO4266669	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z056828618 Item 3A: FL	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution/Professional Liability Poll Ded \$5K/Prof Ded \$25K			G24092975 013	10/01/2021	10/01/2022	Ea Poll Condition Agg 1,000,000 Pro Ea Claim Aggregate 1,000,000 Retro Date: 10/01/2009

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The City of Pompano Beach as an additional insured as City's interests may appear in respects to General Liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  The City of Pompano Beach 1190 NE 3rd Avenue Building C Pompano Beach FL 33060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                  Odyssey Manufacturing Company</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                         <input type="checkbox"/> C Corporation                         <input checked="" type="checkbox"/> S Corporation                         <input type="checkbox"/> Partnership                         <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                      Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____                 </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.                  1484 Massaro Blvd.</p> <p><b>6</b> City, state, and ZIP code.                  Tampa, FL 33619</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>										
OR										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black; text-align: center;">6</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">5</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">0</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">8</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">4</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">6</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">3</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">4</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">5</td> </tr> </table>	6	5	-	0	8	4	6	3	4	5
6	5	-	0	8	4	6	3	4	5	

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 6-29-2022
------------------	----------------------------	------------------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT  
OCC. CODE  
190.000038 CLEANING PRODUCTS MANUFACTURER

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO. 215900
RENEWAL

40 Employees	Receipt Fee	120.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00

BUSINESS ODYSSEY MANUFACTURING CO  
1484 MASSARO BLVD  
TAMPA, FL 33619

# 2021 - 2022

NAME ODYSSEY MANUFACTURING CO  
MAILING 1484 MASSARO BOULEVARD  
ADDRESS TAMPA, FL 336190000

Paid 20-0-577466  
09/23/2021 160.00

## BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR  
813-635-5200  
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT  
OCC. CODE  
090.020001 PLUMBING CONTRACTOR

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO. 66972
RENEWAL

1 Employees	Receipt Fee	18.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00

CFC057182

BUSINESS WING DAVID ALBERT  
ODYSSEY MANUFACTURING CO  
1484 MASSARO BLVD  
TAMPA, FL 33619

# 2021 - 2022

NAME WING DAVID ALBERT  
MAILING ODYSSEY MANUFACTURING CO  
ADDRESS 1484 MASSARO BLVD  
TAMPA, FL 33619

Paid 20-0-577466  
09/23/2021 58.00

## BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR  
813-635-5200  
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT  
OCC. CODE  
090.000004 CONTRACTOR

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO. 66971
RENEWAL

1 Employees	Receipt Fee	18.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00

CGC1516698

BUSINESS COGDILL MICHAEL J  
ODYSSEY MANUFACTURING CO  
1484 MASSARO BLVD  
TAMPA, FL 33619

# 2021 - 2022

NAME COGDILL MICHAEL J  
MAILING ODYSSEY MANUFACTURING CO  
ADDRESS 1484 MASSARO BLVD  
TAMPA, FL 33619

Paid 20-0-577466  
09/23/2021 58.00

## BUSINESS TAX RECEIPT

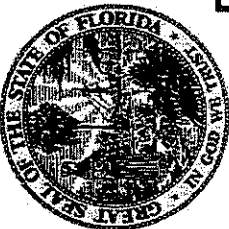
NANCY C MILLAN, TAX COLLECTOR  
813-635-5200  
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2022

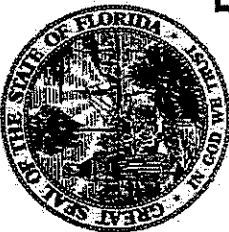
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor



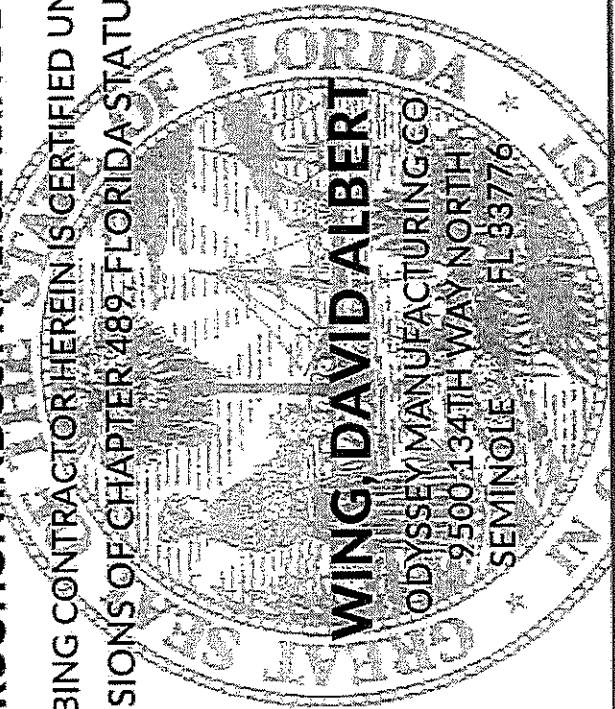
Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



April 14, 2021

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 14, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14<sup>th</sup> day of April, 2021.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-8339 • FAX (813) 630-2589





**Agenda Item #10B  
Rental Aeration  
Equipment  
(For Information  
Only)**

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

<b>AGENDA ITEM:</b>	Water Reclamation Facility – Rental Aeration Equipment
<b>SUBMITTED BY:</b>	Deryle Calhoun, P.E. Public Works Director
<b>DATE:</b>	December 21, 2023
<b>BACKGROUND:</b>	<p>The air header in a treatment tank for Plant 1 failed in June, causing loss of air to the diffusers. A commercial dive team from South Carolina was contracted and made repairs. As a result of the pipe failure, treatment media was lost and eventually landfilled. Additionally, the ability to provide sufficient dissolved oxygen to the process is limiting treatment efficiency. Plant 1 has experienced numerous permit violations as a result.</p> <p>Hazen and Sawyer was previously tasked with building a biological model of Plant 1 and has determined replacement of the media can be avoided with additional aeration provided to the biological process.</p> <p>To improve treatment performance, staff identified a supplier of rental aeration equipment until permanent equipment can be designed and constructed. Monthly rental expense is \$8,900.00.</p>
<b>BUDGET:</b>	Budget report on 12/21/23 indicates an FY24 budget for Sewer Services, Rentals and Leases (401-4335-535-30-44) of \$5,000.00. Funds will be transferred from Repair and Maintenance (401-4335-535-30-46) which has an FY24 budget of \$285,000.00 with \$181,676.42 remaining.
<b>RECOMMENDATION:</b>	For information only
<b>ATTACHMENT:</b>	N/A