



AGENDA
Regular City Council Meeting
Monday, February 5, 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
 - A. Swearing In Ceremony - Officer Jacob Rhoden
 - B. Neptune Beach Police Department Officer of the Year - Officer Patrick Carlson
3. APPROVAL OF MINUTES
 - A. **January 2, 2024, Regular City Council Meeting** p. 3
January 16, 2024, Penman Road Open House/Workshop
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS
 - A. City Manager Report p. 11
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. **DP24-01**, Application for Preliminary Development Plan as outlined in Chapter 27 Article II Division 3 "Platting Requirements" of the Unified Land Development Code of Neptune Beach for Anthony Middleton for the property at 2231 Marsh Point Road (RE# 173435-0000). The applicant is requesting to divide a lot into two lots in accordance with approved variance V23-10. The property is in the R-4 zoning district. p. 17
8. ORDINANCES / NONE
9. OLD BUSINESS / NONE
10. NEW BUSINESS
 - A. Resolution No. 2024-01, A Resolution Appointing Members to the Community Development Board p. 53
 - B. Consideration of Approval of City Hall Exterior Color Scheme p. 55
 - C. Consideration to Authorize City Manager to Begin Renegotiation of the Electric Service Agreement between City of Jacksonville Beach and City of Neptune Beach p. 65
 - D. Consideration of Award of Wastewater Manhole Rehabilitation p. 77
 - E. Consideration of Approval of Engineering Support for Wastewater Collection System Inflow and Infiltration(I&I) Investigation p. 79

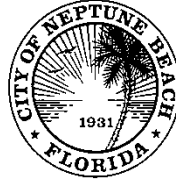
- F. Consideration of Approval of Emergency Award for Water Reclamation Facility Plant 1 Return Sludge Modification p. 83
- G. Consideration of Approval of Emergency Award for Water Reclamation Facility Plant 2 Return to Service p. 84
- H. Consideration of Rejection of All Bids for Wastewater Plant 2 Improvements p. 85
11. COUNCIL COMMENTS
12. ADJOURN



Residents attending public meetings can use the code **DD14** 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
TUESDAY, JANUARY 2, 2024, 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 Tuesday, January 2, 2024, 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 (*absent*)
Councilor Lauren Key
Councilor Nia Livingston
Councilor Josh Messinger

STAFF:

City Manager Richard Pike
City Attorney Zachary Roth
Community Development Director Heather Whitmore
Public Works Director Deryle Calhoun
Sergeant Liam Toal
Senior Center Director Leslie Lyne
City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Brown called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

November 6, 2023, Regular City Council Meeting
November 20, 2023, Special City Council Meeting
November 20, 2023, Workshop City Council Meeting

Roll Call Vote:

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

MOTION CARRIED

PUBLIC COMMENT

Public Comment

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding communication, transparency, and projects throughout the City.

ORDINANCES

Ord. No. 2023-11, Ordinance No. 2023-11, Second 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. The ordinance passed on First Read on November 6, 2023.

Made by Messinger, seconded by Key.

MOTION: TO ADOPT 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 SECOND READ

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

NEW BUSINESS

Tank Replacement Water Reclamation Facility - Sodium Hypochlorite Tanks Replacement, Public Works Director explained that treated wastewater is disinfected using sodium hypochlorite. This project would replace existing tanks last replaced in 2016. The tanks have a life of 7-9 years. The sodium hypochlorite usage at the WWTP has steadily increased and the delivery frequency has gone from every three weeks to every week. Given the increased usage, concern for lack of enough storage for hurricane planning and the fact that the existing tanks are in the window to be replaced anyway, Odyssey recommends replacing the tanks with larger tank.

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. A City of Pompano Beach contract has been identified for adoption

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE THE REPLACEMENT OF THE SODIUM HYPOCHLORITE TANKS IN THE AMOUNT OF \$25,500.00

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

MOTION CARRIED

Rental Aeration
Equipment

Water Reclamation Facility – Rental Aeration Equipment. Mr. Calhoun reported that 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.

Mr. Calhoun continued that 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. To improve treatment performance, staff identified a supplier of rental aeration equipment until permanent equipment can be designed and constructed. The monthly rental expense is \$8,900.00. This does not require action by Council and is being presented for information only.

Adjournment

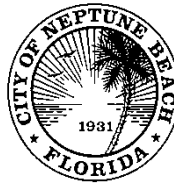
There being no further business, the meeting adjourned at 6:21 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
SPECIAL WORKSHOP
PENMAN ROAD SPECIAL WORKSHOP
TUESDAY, JANUARY 16, 2024, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special Workshop Meeting of the City Council of the City of Neptune Beach was held on Tuesday, January 16, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

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

STAFF:

- 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

Prior to the Special Workshop, an Open House was held beginning at 5:00 p.m. City of Jacksonville (COJ) staff and consultants heard comments and answered questions from residents.

Call to Order/Roll Call/Pledge

Mayor Brown called the Penman Road workshop to order at 6:00 p.m. and led the Pledge of Allegiance.

City of Jacksonville Presentation

Robin Smith, P.E., City Engineer/Chief of Engineering and Construction with COJ, stated that in April, 2019, the Jacksonville Beach and Neptune Beach passed resolutions and wrote a letter to COJ requesting a Complete Streets project for Penman Road. COJ looked at the Penman Road corridor, hired a traffic engineer and created a concept plan. There have been meetings and comments. There will be more revisions to come. After hearing from Neptune Beach, he wants to make sure that they move forward with a project everyone wants.

Mayor Brown pointed out that nothing has been decided. This is the concept plan and looking at making Penman Road a safer and more beautiful road is what everyone has in mind.

Mr. Smith emphasized that this is a concept plan. There is a lot of room to go before construction. His projections are that construction is two and one-half to three years from now. He reported that at the Jacksonville Beach meeting in August 2023, he committed to bringing the project back a minimum of three times before going to construction. This could also come back to Neptune Beach again. The purpose is to improve the beaches road. Penman Road is a unique road in that it is a former county road. During the consolidation of Duval County and COJ in 1968, county roads became COJ roads.

Mr. Smith reviewed what a Complete Street is and pointed out that the goal is to promote safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

Mr. Smith stated that Penman Road is a good candidate because it has different users and different land uses. He reminded everyone that the road was designed in a different era which prioritized moving vehicles as fast as possible.

Mr. Smith gave a brief history of the project. He presented a traffic analysis that had been performed. He reviewed some of the concepts included in the project which include a single-lane roundabout at Penman Road and Florida Boulevard; landscape medians, which are recommended to reduce crashes and slow traffic, and a 12-foot shared-use path on the west side and six-foot sidewalk on the east side.

Council
Questions/
Discussion

Vice Mayor Chin commented that there were concerns that this was a done deal. He added that it is good to let everyone know that this an initial concept to get the discussion flowing. He stated that there has not been a house-by-house analysis done. The unrelieved median strip would start to have refinement or openings to allow traffic through when that is done. He is concerned that forcing too many people to make a right turn to make a u-turn would tie up at those points. He is interested to see what the refinement would be. He requested also having meetings like Jacksonville Beach throughout the process.

Councilor Key requested a comparison between 3rd Street(A1A) and Penman Road prior to this project and then a comparison after this project. This would be beneficial to have a better understanding of the purpose of Penman Road being more pedestrian friendly.

Mr. Smith stated that the primary focus of A1A through FDOT is to move vehicles quickly. There are too many cars to do a project like this. If traffic can be slowed at conflict points, it is easier to avoid accidents.

Councilor Key pointed out that her most important question is what does this look like now and in the future for our children as they are crossing Penman Road and Florida Boulevard in terms of safety? She also asked why they chose 2045 as the year of the traffic plan.

Mr. Smith responded that today if a signal is pushed at the five-way intersection, every single car has to stop. Cars do not have to stop in this project. Through this project, it will be impossible to go 45 m.p.h. through the intersection. You will have to slow down to go through the roundabout. They are also introducing more crossings through the corridor.

Mike Derbaum, P.E., COJ Public Works Department, reported that the year 2045 was used by the North Florida Transportation Planning Organization (TPO) command model.

Councilor Livingston stated that she has concerns regarding the roundabout. She understands the idea is to push the vehicles through. At the same time, it is pushing more vehicles through the residential areas quickly. She requested more information on the medians and how it would put more pressure points on where the U-turns are being made. She also requested more meetings before it is final.

Mr. Smith conveyed that the study had not gone that far down the side roads. They could look at what would happen if you move traffic around.

Councilor Messenger expressed that a huge driver for him is making Penman Road a quality residential corridor. It is now a high-speed cut-through. He would also like to see the meetings take place as the project progresses. Prioritizing the residents and quality of life is the most important aspect.

Mr. Smith advised that they are getting guidelines at this point. There have been no surveys or drainage design. He added that this will not be successful if they do not come back at the different stages.

Mayor Brown commented that Penman Road needs a lot of improvement. She added that people would be going faster to get away from the roundabout. She would like to see the model on what would happen to Florida Boulevard. She also asked when someone pushes the crosswalk button, what does that do to the traffic? How safe is it going to be?

Mr. Smith explained there are several ways it could be done. Each segment could be its own crosswalk. He pointed out that with the roundabout, when the person crosses, you can go and not sit at a red light.

Vice Mayor Chin questioned what the downside to feeder traffic coming from behind someone stopped for a pedestrian in the walkway?

Mr. Smith responded this issue could be added to items to be looked at during the process.

Councilor Key ventured to say that most people would agree that something needs to change on Penman Road and it is not working as it is now. She does not know that anyone knows to say exactly what that is at this moment in time. She asked what the timeline look like from this meeting to the time when we have to move forward with an idea or a plan?

Mr. Smith noted that one big thing he would like to hear, after some consideration, is does Neptune Beach want to move forward with the design of the roundabout? It is a long process. He does not want to go far in one direction. Construction is estimated to begin in early 2027.

Councilor Key expressed her support of the future meetings with Jacksonville Beach. She is in support of moving forward and seeing what this project looks like.

Councilor Livingston reiterated that she still does not see how pedestrians would be safer crossing the roundabout. She agrees something needs to be done. She would like to see the other options presented at one of the next meetings.

Councilor Messinger stated that the effect on Florida Boulevard had not been modeled. He also added that the animation did not show pedestrian safety. He would like to see if there is a roundabout, show how pedestrians cross safely. Those are important aspects.

Chris LeDew, P.E., Chief of Traffic Engineering, COJ, explained that a roundabout reduces the conflict points to one decision at a time. This makes things incredibly safe. The slow speed of the vehicles at 15-20 m.p.h. in the circulating island makes it easier to see the pedestrians and come to a stop. A roundabout reduces serious injuries by reducing speeds and reducing kinetic energy making it safer for pedestrians. The roundabout accomplishes what is trying to be done with this project which is making Penman Road a Complete Street.

Mayor Brown announced that the public comment period would begin. Citizens would have three minutes. The most important takeaway from this meeting is that no decision would be made. Council wants to hear comments. Any questions would be answered by the experts.

Mr. Smith added that questions could be submitted through email and an answer would be provided.

PUBLIC COMMENTS

- Public Comments Brent Rogers, 1932 Strickland Drive, Neptune Beach, stated the study does not have field review at Fletcher during the mornings. He also stated that medians would worsen traffic and make it harder for garbage and delivery trucks. He requested multiple options to be considered and make an informed decision.
- Julie Anderson, 1637 Arrowhead Trail, Neptune Beach, commented that she is concerned for pedestrian safety at the five-way intersection. She sees cars running the red lights every day. She is also concerned with the length of construction. She wondered if we could enforce the existing speed limit.
- Christine Arab, 1521 Penman Road, Neptune Beach, stated she moved to Penman Road right after the center lane had just been put in. Neighbors mentioned it had slowed traffic. The traffic has increased yet the center lane still works. She would like to see other options for the five-way intersection. She also is opposed to medians.
- Claudette Faulkenbury, 2016 Shadow Lane, Neptune Beach, stated her opposition to the medians. She commented that she is concerned about emergency vehicles being able to get through.
- Miranda Powell, 1049 Florida Boulevard, Neptune Beach, commented that the reason for the pushback on this project is the medians. She proposed keeping the center lane and adding the roundabouts.
- Tracy Parsons, 731 Camellia Terrace Court S, Neptune Beach, stated that the roundabout would slow traffic. However, it would move the chokepoint to Beach Boulevard, Atlantic Boulevard or Florida Boulevard. He added that we need to slow traffic on the west side of Florida Boulevard and Penman.
- Ginny Thurson, 1200 7th Street, Neptune Beach, commented that no one had mentioned golf carts and e-bikes and will they try to use the path. The 12-foot path seems massive.
- Howard McMinn, 1116 Cedar Street, Neptune Beach, stated public safety is a concern. He does not like the idea of medians. The center lane works.
- Pat Hazouri, 207 Florida Boulevard, Neptune Beach, commented that our voice is important and to keep speaking out. She stated this is all about providing the infrastructure for increased development for a barrier island.
- Jim Anderson, 218 Oak Street, Neptune Beach, encouraged Council to look at the analysis planning guidelines and if they need to explore Florida Boulevard and 3rd Street. If you handle pedestrian safety properly, you don't necessarily have to slow traffic.
- Steve Miller, 806 Cherry Street, Neptune Beach, stated there are only two accesses to his neighborhood, Bay Street and Cedar Street. If Cedar Street has no left lane, the response time would change for emergency vehicles. He added if big changes are made, it is going to impact everyone, whether they live on Penman Road or not.
- Conclusion Mayor Brown closed the public comment period. She stated that the City Attorney would put together a resolution after he received Council input. She reiterated there is still time for public comments and suggestions.

Councilor Key stated her concern is pedestrian safety if we don't have the medians. She also asked how the medians would affect first responders.

Mr. Smith advised that the roundabouts are there to make somewhere for vehicles to turn around. Without the medians, there is no practical need for the roundabout. He stated that medians could help people drive slower. He reported that they have communicated with first responders and a project would not be moved forward if it would make it harder to respond to emergencies. He added they would work to make the medians work block by block and house by house.

Mayor Brown thanked COJ staff and consultants for attending the meeting. There would be more to be talked about as we start working towards a resolution to be adopted.

Adjournment

There being no further business, the Special Workshop Meeting adjourned at 7:48 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager's Report

Departmental Recaps-01/31/2024

Police Department-Chief Michael Key (See January 2024 Report)

Community Development-Heather Whitmore

1. Items for Council
 - a. Replat DP 24-01: 2231 Marsh Point Road
2. Community Development Board February 21, 2024
 - a. Subcommittee meetings:
 - i. Historic Preservation
 - ii. Code
 - b. 450 Atlantic Ave Development Order (Old Sportsplex seeking to redevelop to sports and recreational center and lounge to include MMA/Pickleball/Racquetball, as we Karaoke Bar)
 - c. 205 Myra St Side yard setback variance

IT Department-Ricardo Pizarro

- Water Plant – Scheduled installation of access control and alarm
- Fiber – Activation of Primary Site this week (City Hall)
- GIS – Quotes in, waiting to update capital improvement plan to accommodate costs
- Badges – Deployment of Badges has begun, Police Department has concluded – The remainder will be scheduled for next week (email to come)
- Barracuda Email Security Gateway deployed

Parks & Sustainability-Colin Moore

- State Funding Requests for culvert replacements at Bay St and Davis St sponsored by Sen Yarborough and Rep Michael have advanced to both the Senate and House Subcommittee Chairs proposed budgets
- Grant contract for City Hall and Police Department generators was executed by the Florida Division of Emergency Management on 10/24. Requested a potential change in scope for natural gas
- First phase of Jarboe Park baseball field refurbishment has been completed. Temporary lighting has also been installed in eastern part of the park
- Penman Road Special Workshop for Neptune Beach City Council was on January 16. Based on Council feedback, the City Attorney will draft a resolution for the project
- \$32.4 million US Army Corps of Engineers Duval County Shore Protection Project awarded 12/18. Construction is planned for March-October 2024. Preconstruction conference scheduled for 2/14 at Jax Beach City Hall
- Working with Public Works on formalizing parking for Neptune House and Jarboe Park

- FDOT recently studied Third St for additional crosswalk locations and found that both Davis St and Myra St would be warranted

Human Resources-Jillian McCann

- Conducted Cashier I interviews. The goal is to make an offer of employment by the end of the week.
- Advertising for Beaches Parking Ambassador
- Reviewing and identifying policies within the Personnel Policy that need to be revised.
- Gathering data from surrounding cities to implement a city-wide pay scale.

City Clerk-Catherine Ponson

- As Agency Coordinator, updated list on the Commission on Ethics Electronic System of local officers required to file statements of financial interests. All statements will be filed electronically
- Submitted Annual Records Management Compliance Statement to FL Dept. of State
- Maintain filing information for the 2024 Neptune Beach Election
- Attended Candidate Workshop at Duval Elections Training Center
- Fulfill ongoing public records requests
- Assisted with implementation of employee benefits for 2024
- Submitted 4th Quarter 2023 Reemployment Tax Report to FL Dept of Revenue
- Advertised and noticed required meetings, including January 16, 2024, Penman Road Open House and Workshop

Finance-Jaime Hernandez

- Worked all week last week to correct four payrolls and completed W2s on January 29th, 2024.
- Completed the new Sanitation price structure. We are waiting for some data confirmation from WastePro.
 - Residential Cost: \$15.80 to \$32.60
 - Commercial Cost: \$5.28 CY to \$9.50 + \$.78375 fee CY
 - Roll-Off Cost: \$200 CY to \$859CY + \$38CY disposal Fee = \$897 per CY
- Requesting W9 and ACH information from vendors has been slow.
- Researching a budget application software:
 - Full integration with TYLER or any other type of ERP system.
 - Collaboration: two-way communication between finance and each department.
 - Daily updates to provide current budget to actual information.
 - Departmental dashboards.
 - Forecasting ability with multiple scenarios capabilities.
 - Digital Budget Book.

- Electronic budget adjustments and modifications
- Budget for 2024-2025:
 - Starting the Budget Process with a discussion on Capital Improvement Project/Budget process at the end of January. The goal is to develop (at least) a five-year plan needed for borrowing purposes and other requirements. Capital Improvement Projects Included Under the following classifications (Equal or greater than \$5K that extend the life of the asset a year or greater):
 1. Infrastructure (other than buildings):
 - Roads, sewers, storm sewers, sidewalks, bridges, curbs, gutter, streetlights, and other utilities the City owns and operates.
 2. Buildings category:
 - Administration buildings, libraries, museums, treatment plants, civic centers, and public swimming pools.
 3. Equipment Acquisition:
 - Fire trucks, police cruisers, generators, and IT equipment.
 4. Land:
 - Parks, gardens, tree nurseries, waterfronts, and industrial park land.

NOTE: Any department with the need to acquire any item(s) with a value equal to or greater than \$5K, with a usable life of a year or greater, or that extends the usable life of the asset a year or greater, please come to see me.

- FY 21-22 audit. Nothing new to report. Wrapping up the audit and waiting for them to request any new information/data.
- Cleaning TYLER and preparing for the upcoming FY 22-23 audit.
 - Waiting for the 2021-22 audit to be completed and bring correct beginning balances and build a good trial balance.
- Doing preliminary work to prepare for the FY 2022-23 Audit.
- Working on completing ARPA requirements to execute Revenue Replacement against payroll expenses for FY 22-23.

Public Works-Deryle Calhoun

Updates in bold

Water Consumptive Use Permit (CUP) and New Well 5

- 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. **Personnel are focused on lead and copper inspections and return to this work when possible.**
- Working to reestablish a backflow certification program and communication with residents. Informational flyers have been included in utility billing mailers.
- 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 field work in the summer.
 - Final report to FDEP and communications with customers due October 2024. Saltus Engineering assisting.
 - **Over 800 customer and CONB service lines have been inspected, and lead has not been found.** Some galvanized have been found, which may or may not require replacement under the law.

Wastewater Plant 2 Upgrades for Nitrogen Removal

- Bids were \$7.6M, \$7.7M, and \$8.4M, well above expectations. Electrical improvement costs were significant.
- Bid review meeting held with engineering consultant. Decision to be made regarding award prior to February 12 bid hold deadline.
- **The recommendation to the City Council at the February 5 meeting will be to reject all bids.**

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 is evaluating 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. Consulted with Dewberry and Hazen to coordinate permanent aeration improvements for Plant 1 and Plant 2 improvements. **Received two quotes for permanent aeration and expecting third for recommendation of award at 2.05.24 council meeting.**
- 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.~~ Both bar screens are operational thanks to CONB Public Works staff efforts.
- 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. Held call with manufacturer on 1/12; delay on motor will push delivery out further.

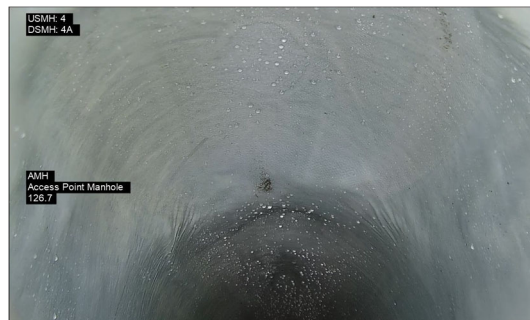
Wastewater Grid

- Redundant 3rd Street Crossing

- **50% of design documents were delivered during the week of 1.15.24, and minor comments were returned after review.**
- Piggyback contractors will be solicited for award.
- Florida Blvd force main extension to plant – Survey quote requests to be updated.
- State FDEP loan application is on hold by FDEP until FY22 audit is completed; next opportunity for consideration is February 2024. Will require an updated facility report that is in draft form.
- Staff met with contractor that performs smoke testing of the collection system to search for sources of stormwater. **The proposal was subsequently received and is being reviewed. Presenting engineering proposal to council on 2.05.24 for support in managing investigatory efforts to remove inflow and infiltration (I&I) from the sanitary sewer system.**
- Identified numerous manholes that require liner repair; awaiting quote from contractor. Working to identify additional, aging manholes for lining. **Presenting manhole rehabilitation proposal to council on 2.05.24 to repair liner and benches.**
- **FDEP Consent Order - Submitted Q4 2023 report and required reports created by engineering consultant. Requested FDEP to close Consent Order.**

Stormwater System

- **Swale re-established along 1300 Block of Forest Avenue to alleviate sidewalk flooding.**
- **Met with the continuing services engineer regarding a proposal for design and construction services for three projects on the Strategic Plan list.**
- **Continuing services engineer will develop a multi-year proposal for design, bid, and construction phase services for projects on the Strategic Plan. The proposal will be requested in the FY25 budget.**
- **Completed lining of select large-diameter pipes in Bal Harbor.**



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.

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 in communication on the issue. ~~Schedule will likely slip from 12.31.23 to 01.29.24.~~ Call held with USG and Verizon regarding schedule; due to various issues schedule has now slipped to ~~mid-February~~. **As of 1.30.24, the contractor expects completion at the end of February.**

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.
- Gathering bids from various contractors and considering various necessary wall penetrations (e.g., new generator) prior to performing work. **Four quotes have been received and are being evaluated.**

Senior Center-Leslie Lyne

- CDBG Application FY2024-2025- Due February 16 @5pm-Submitted January 26, 2024
- Event Stats Fiscal YTD- 2748 Total Attendees to Events
- Total Event Occurrences Current FY- 1852 Events
- Services Delivered thru Dec. 2023- 402 Unduplicated Individuals
- Day Trips – February: Deleon Springs State Park; March: Tina Turner Broadway
- Total 98 New Participants in January
- Fundraisers- YTD \$17,403.00

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: January 17, 2024
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: DP 24-01

TO: Community Development Board
FROM: Heather Whitmore, AICP, PTP Community Development Director
DATE: January 5, 2024
SUBJECT: Replat 2231 Marsh Point Road (RE# 173435-0000)

Background

Application DP 24-01 is a request for a subdivision plat approval as outlined in Chapter 27, Division 3. - Platting Requirements of the Unified Land Development Code. The property is located at the southeast corner of Marsh Point Road and Kings Circle S. The subject lot is a large irregularly shaped nonconforming “flag” lot with an existing condominium. The property is approximately 9,254 square feet and is located in the R-4 district. The R-4 district has a minimum lot width requirement of 50 feet, and a minimum lot area of 4,356 square feet.

The applicant is requesting to subdivide the .21 acre (9,254 square feet) parcel into two lots. The granting of the subdivision would create two lots (lot 1 being 4,622 square feet) and (lot 2 being 4,632 square feet).

The subject lot split was approved by the Community Development Board for variance V23-10 on October 11, 2023 to permit the subdivision of an existing nonconforming lot. The subdivision will split the lot to create a conforming lot with approximately 60 feet of frontage along Kings Circle S. The new lot will have 4,632 square feet in lot area. The remaining lot will maintain its existing 34 foot frontage along Marsh Point Road and have 4,622 square feet in lot area. The newly created lot will adhere to all R-4 development standards. The remaining lot will continue to adhere to R-4 size, setbacks, and impervious surface development standards.



Figure 1: 2231 Marsh Point

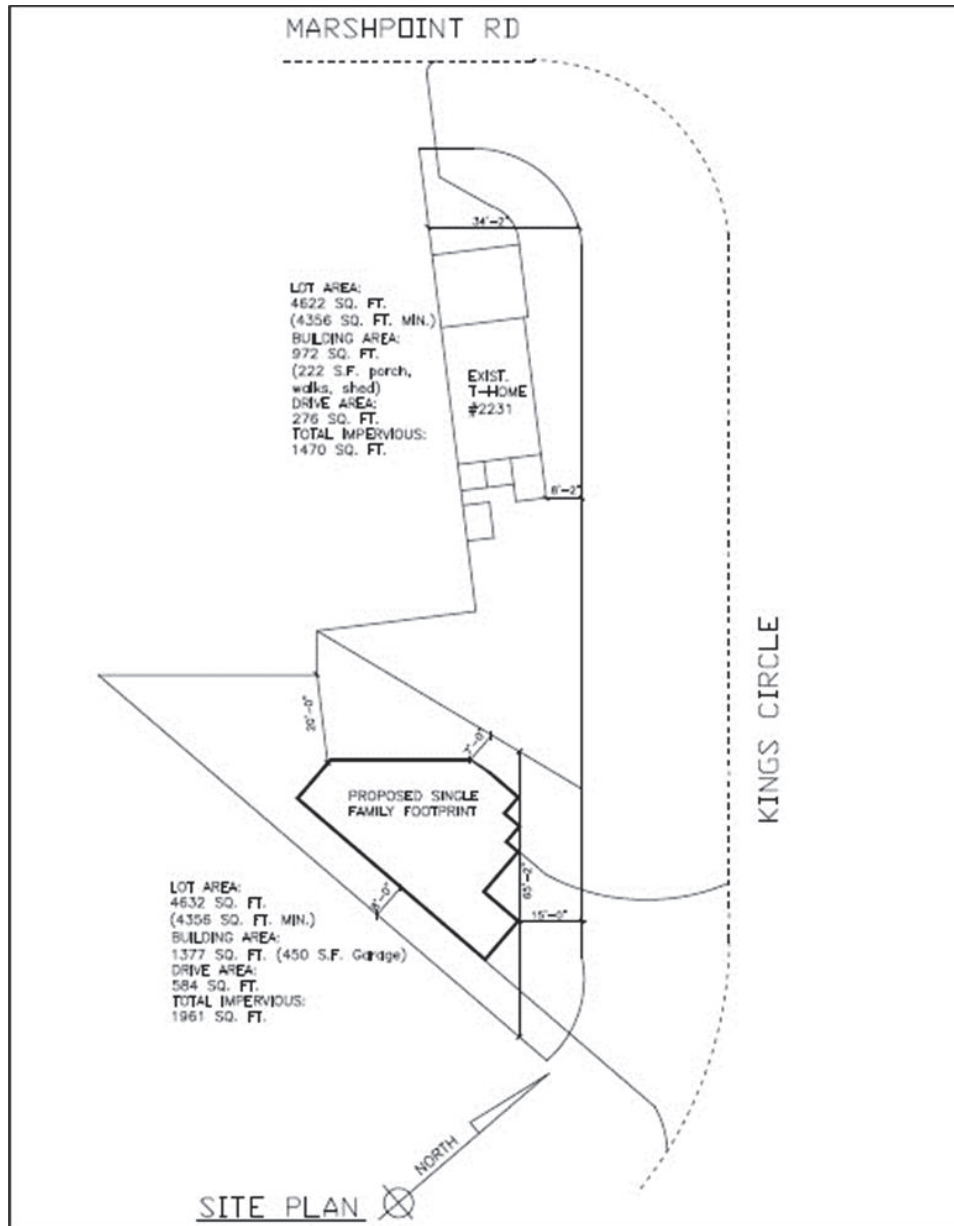


Figure 2: 2231 Marsh Point Lot Split Layout

Staff Recommendation

Staff recommends approval of application DP24-01 for 2231 Marsh Point Road

Recommended Motion

- a. I recommend approval of DP24-01
- OR
- b. I recommend denial of DP24-01



DP24-01

APPLICATION FOR DEVELOPMENT PLAN REVIEW

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 CDD@NBFL.US

Application Fee: \$400

Date Filed: _____

Name and address of the applicant requesting development review: (Note: if the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows:

Name & Address of Property Owner:	Telephone:
ANTHONY MIDDLETON	E-Mail:
2231 MARSH POINT RO	Real Estate #: 173435-0000
Property Address (if different from mailing):	Lot M Block: 28
	Subdivision: 1 st R/P PT PRADO FERRER
	Zoning District: R-4 PLAT 2

FLORIDA BCH

Name and Address of Agent/Applicant:	Telephone: 904-465-3744
JOHN ATKINS	E-Mail: ATKINSBUILDERS@
P.O. BOX 5126L, JAX BCH. 32240	HOTMAIL.COM

Describe Request being made:	SPLIT OFF NEWLY CREATED
	CONFORMING LOT.

PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

AM. idt
Signature of the Owner

State of FL
County of DUVAL

Signed and sworn before me on this 7 day of December 2025.

By Anthony Middleton

Identification verified: PPDL Oath sworn: Yes No

[Signature]
Notary Signature

My Commission expires: 10-14-2026



OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

JOHN ATKINS
ANTHONY MIDDLETON is hereby authorized TO ACT ON BEHALF OF
ANTHONY MIDDLETON, the owner(s) of those lands described within the attached application,
and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune
Beach, Florida, for an application related to Development Permit or other action pursuant to a:

- | | |
|--|---|
| <input type="checkbox"/> Rezoning | <input type="checkbox"/> Special Exception |
| <input checked="" type="checkbox"/> Replat | <input type="checkbox"/> Commercial Development Order |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Comp. Plan Amendment |
| <input type="checkbox"/> Concurrency | <input type="checkbox"/> Other/ Champion or heritage tree removal |

BY: *AM Middleton*
Signature of Owner
ANTHONY MIDDLETON
Print Name

Signature of Owner
904
Print Name Daytime Telephone Number

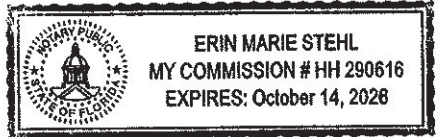
State of Florida
County of DUVAL

Signed and sworn before me on this 7 day of December, 20 23
By Anthony Middleton

Identification verified: FLDL Oath sworn: Yes No

[Signature]
Notary Signature

My Commission expires: 10-14-2026



SYMBOL LEGEND

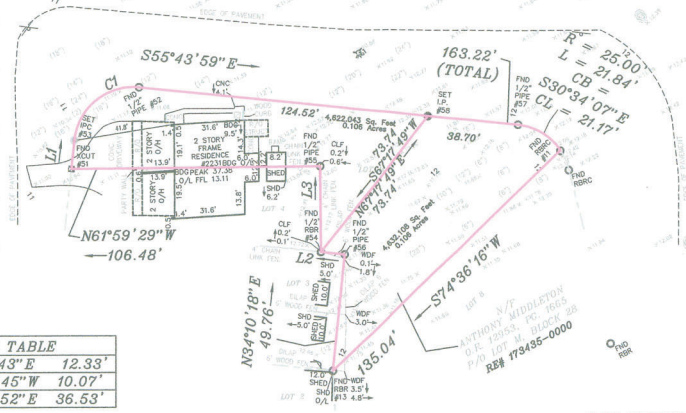
[Symbol]	WISDOMENT FND
[Symbol]	LP 7 1/8" FND
[Symbol]	SET FOR FND W/SURFACE
[Symbol]	CAP STAMPED SCALE
[Symbol]	LAND SURVEY UNCLAS
[Symbol]	STAKE
[Symbol]	CROSS CUT
[Symbol]	SPUR ELEVATIONS
[Symbol]	SHORT POLE
[Symbol]	NOI
[Symbol]	FIRE HYDRANT
[Symbol]	MANHOLE
[Symbol]	NO-ARLET
[Symbol]	YARD BUILT
[Symbol]	YARD FENCE
[Symbol]	WATER METER
[Symbol]	GAS VALVE
[Symbol]	WATER VALVE
[Symbol]	RECYCLED
[Symbol]	BRUSH
[Symbol]	ISLAND
[Symbol]	W/LAND FLAG
[Symbol]	ELECTRIC METER
[Symbol]	PIPE FENCE (SPW)
[Symbol]	STOCKADE FENCE (C/N)
[Symbol]	CHAIN LINK FENCE (CLF)
[Symbol]	WIRE FENCE
[Symbol]	STREET POLE
[Symbol]	GUY WIRE
[Symbol]	D.C. DEPRESSURE CURVE
[Symbol]	ICE FENCE
[Symbol]	WAS. MASONRY
[Symbol]	PLAT. PLATFORM
[Symbol]	W/W. WINDOW SILL
[Symbol]	6" W/ SILL BROWSE
[Symbol]	C.E. CEILING ENTRANCE
[Symbol]	0/4 OVERHANG
[Symbol]	R/2 ROOF OVER
[Symbol]	CHUTE. CANTILEVER
[Symbol]	C.O.L. VERTICALLY ON LINE
[Symbol]	C.L. ON LINE
[Symbol]	R.C. ROAD FND AND CAP
[Symbol]	R.O.W. RIGHT OF WAY

BEARINGS SHOWN HEREON ARE BASED ON AN UNRECORDED SURVEY BY ASSOCIATED SURVEYORS, INC. JOB NO. 47662, DATED 11/2/2005

MARSH POINT ROAD
MAYPORT BOULEVARD
(80' WIDE)

KINGS CIRCLE
(80' WIDE)

OLEANDER PLACE
(80' WIDE)



LINE TABLE

LI	BEARING	LENGTH
L1	N34°27'43"E	12.33'
L2	N55°29'45"W	10.07'
L3	N27°57'52"E	36.53'

CURVE TABLE

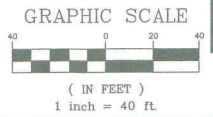
C#	RAD.	LENGTH	CB	CH
C1	25.00	39.37	N79°09'09"E	35.43'

* ALL ELEVATIONS REFER TO NAVD88' DATUM

- TITLE AND BOUNDARY NOTES**
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED AS GRID.
 - THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT ARE NOT SHOWN ON THIS MAP THAT MAY BE FOUND IN PUBLIC RECORDS OF THIS COUNTY.
 - UNDERGROUND FOOTINGS, FOUNDATIONS, UTILITIES, OR OTHER FEATURES WERE NOT LOCATED OR SHOWN.
 - FENCE OWNERSHIP IS NOT DETERMINED.
 - THE LOT SHOWN HEREON IS LOCATED IN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON COMMUNITY PANEL NO. 12031048X, EFFECTIVE DATE OF 11/02/2018.

SURVEYORS CERTIFICATE
I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 47-027 FLORIDA STATUTES AND CHAPTERS 61-37 OF THE FLORIDA ADMINISTRATIVE CODE, NOT VALID WITHOUT AN ORIGINAL SIGNATURE OR AN AUTHENTICATED ELECTRONIC SIGNATURE.
DANIEL J. JACKSON, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 7447

LOT AREA
9,254.15 S.F.
0.21 AC.



1	08/15/2023	REVISED SURVEY	TR	JCL
BY	DATE	DESCRIPTION	BY	DATE



SCALICE
land surveying
mjslandsurvey.com P:904-413-9355
205 Marketside Avenue, Suite 200
Ponte Vedra, FL 32081

TAX NO.
173435-0000

JOB No. D23-2939

DATE SURVEYED: 08/15/2023

DR.:MC CREW.:ES SCALE: 1" = 40'

BOUNDARY SURVEY
2231 MARSH POINT ROAD
NEPTUNE BEACH, FLORIDA 32266
LOT M, BLOCK 28
FIRST REPLAT OF PART OF PRADO FERRER, FLORIDA BEACH
ACCORDING TO PLAT THEREOF AS RECORDED
PLAT BOOK 16, PAGE 27, OF THE CURRENT PUBLIC
RECORDS OF DUVAL COUNTY, FLORIDA.

FIRM LB8534

ASSOCIATED SURVEYORS, INC. IS AN EQUAL OPPORTUNITY FIRM. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, HANDICAP, OR OTHER PROTECTED CHARACTERISTICS. IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, PLEASE CONTACT US AT 904-413-9355. WE WILL INVESTIGATE AND TAKE APPROPRIATE ACTION. THIS STATEMENT IS NOT A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS MAP. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Prepared by:
JoAnn Lee
Watson & Osborne Title Services, Inc.
208 Ponte Vedra Park Drive, Suite 101
Ponte Vedra Beach Florida 32082
File #: 05T1101

129263

Record and return to:
Anthony Middleton
2231 Marsh Point Road
Neptune Beach, Florida 32266

18.50
1438.50

General Warranty Deed

Made this November 14, 2005 A.D. By Yves Bergeron and Noella Bergeron, his wife, whose address is: 2100 Kings Highway, Apt. #420, Port Charlotte, Florida 33980, hereinafter called the grantor, to Anthony Middleton, a single man, whose post office address is: 2231 Marsh Point Road, Neptune Beach, Florida 32266, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Duval County, Florida, viz:

Lot M, Block 28, FIRST REPLAT OF PART OF PRADO FERRER, FLORIDA BEACH, according to plat thereof as recorded in Plat Book 16, page 27, of the current public records of Duval County, Florida. Less and except parts recorded in Official Records Volume 7268, page 1241 and Official Records Volume 8620, page 436.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Brenda Horne
Witness Printed Name Brenda Horne

Heidi Volk
Witness Printed Name Heidi Volk

Yves Bergeron (Seal)
Yves Bergeron
Address: 2100 Kings Highway, Apt. #420, Port Charlotte, Florida
33980

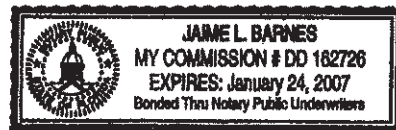
Noella Bergeron (Seal)
Noella Bergeron
Address: 2100 Kings Highway, Apt. #420, Port Charlotte, Florida
33980

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 14th day of November, 2005, by Yves Bergeron and Noella Bergeron, his wife, who is/are personally known to me or who has produced Florida drivers license as identification.

Jame L. Barnes
Notary Public
Print Name: Jame L. Barnes

My Commission Expires: 1/24/07





MINUTES
COMMUNITY DEVELOPMENT BOARD
October 11, 2023 AT 6:00 P.M.
COUNCIL CHAMBERS
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held in person October 11, 2023, at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

- Greg Schwartzenberger, Chair
- Jeremy Randolph, Vice-Chair
- Rene Atayan, Member
- William Hilton, Member
- Marc Boran, Alternate Member
- Rhonda Charles, Alternate Member
- Tony Mazzola, Alternate Member

The following staff members were present:

- Heather Whitmore, Community Development Director
- Zachary Roth, City Attorney
- Piper Turner, Code Compliance Supervisor

Pledge

Pledge of Allegiance.

Call to Order/Roll Call

Chair Schwartzenberger called the meeting to order at 6:00 p.m.

Swearing in

Mr. Roth, City Attorney, asked anyone appearing before the board tonight to raise their right hand to be sworn in.

**Variance application
V23-10
2231 Marsh
Point Road**

V23-10 Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Micheal Middleton for the property known as 2231 Marsh Point Rd (RE# 173435-0000). The request for variance is to vary from the minimum lot width in order to permit a subdivision. Request #1 is to vary Table 27-239 (R-4): Requesting a 15-foot variance to the minimum lot with of feet to permit a 35-foot-wide lot.

Code Section	Requesting	Leaving	Required
Table 27-239 (R-4) Minimum lot width.	5 feet	35 feet	In lieu of the required 40 feet non-conforming lot width

Heather Whitmore, Community Development Director, present the staff report.

III. FINDINGS:

- 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.**

a. Applicant Response: “Platted lot is odd shaped.”

b. Staff Response: The lot’s large size is unique in the R-4 district. The property’s lot width is not unique when compared to surrounding lots. This is a continuation of a nonconforming lot width. The property owner has enough area to subdivide the lot into two lots.

- 2. The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.**

a. Applicant Response: “New subdivided lot will conform to all minimum lot sizes for the for the R-4 zoning district. Remaining lot will conform to minimum lot square footage.”

b. Staff Response: The parcel can reasonably be used today. The 34-foot width is an existing condition. This is a continuation of an existing nonconforming lot width. The variance is the minimum necessary to permit the subdivision.

- 3. The proposed variance would not adversely affect adjacent and nearby properties or the public in general.**

a. Applicant Response: “Granting of this variance will not adversely affect any of the adjacent property owners.”

b. Staff Response: The 34-foot lot width is an existing condition. The majority of lots surrounding the subject lot have widths between 30 to 40 feet. The remainder lot and newly created lot would be consistent with lot width, lot sizes and density of surrounding lots.

- 4. The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.**

a. Applicant Response: “Adding a new single-family home in this neighborhood will increase property values.”

b. Staff Response: It is unknown how the variance will affect property values.

- 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.**

a. **Applicant Response:** “This is a full-size lot for the R-4 zoning district.”

b. **Staff Response:** The variance request for lot width is in harmony with the general intent of the LDC. This is an existing condition. This variance does not further intensify or exacerbate an existing nonconforming condition. The remaining lot will adhere to development standards in the R-4 district, including size, setbacks, and impervious surface.

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.

a. **Applicant Response:** “Lot was previously platted by others many years ago.”

b. **Staff Response:** The existing lot width was not created through the actions of the property owner. The subdivision does not disregard the code by intensifying or creating a nonconforming condition.

This is an existing condition. The newly created lot will comply with all R-4 development standards. The remaining lot will continue to adhere to R-4 size, setbacks, and impervious surface development standards.

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.

a. **Applicant Response:** “Lot will conform to all R-4 zoning district standards.

b. **Staff Response:** Granting the variance to the existing lot width will not confer upon the applicant any special privilege. The new lot will be consistent in lot width, lot sizes, and density of surrounding lots. The majority of lots surrounding the subject lot have widths between 30 to 40 feet.

IV. CONCLUSION: Staff recommends approval of the variance to the lot width as requested.

V. RECOMMENDED MOTION:

a. I recommend approval of V23-10

OR

b. I recommend denial of V23-10

Mr. Anthony Middleton, applicant and property owner, addressed the Board. Stated the lot is oddly shaped. The footage is large enough for two conforming size lots. There are invasive trees on the unimproved portion of the property. The newly created lot will conform to the required lot width but the existing will not since it was originally part of the duplex that was subdivided prior to his ownership.

October 11, 2023

Public
Comments

Chairperson Schwartzenberger opened the floor for public comments.

William Gibson, 2146 Acacia Road, stated the current roads are in poor shape and there is no stormwater drainage in the area. The area lacks sidewalks.

Mr. Middleton agreed that the roads are in poor condition.

There being no further comments, the public hearing was closed.

Board questions for staff:

Mr. Hilton: Asked if the newly created lot would conform to the requirements of the zoning? Yes, it would.

Mrs. Atayan: Is this an as of right action? Yes, as the new lot is conforming, and the existing lot width is existing.

Made by Atayan, seconded by Hilton.

MOTION: MOVE TO APPROVE THE VARIANCE FOR APPLICATION V23-10 FOR 2231 MARSH POINT ROAD, AS SUBMITTED.

Roll Call Vote:

Ayes: 7 -Hilton, Charles, Mazzola, Atayan, Boran, Randolph,
Schwartzenberger

Noes: 0

MOTION CARRIED AND VARIANCE GRANTED.

Board
Discussion

Subcommittees: There should be criteria set up for two different committees. One for Historical Preservation and the other one will be for Code review. The spirit of the code needs to be met.

Made by Atayan, seconded by Hilton.

Motion: TO ESTABLISH A HISTORICAL SUBCOMMITTEE.

Roll Call Vote:

Ayes: 7 -Hilton, Charles, Mazzola, Atayan, Boran, Randolph,
Schwartzberger

Noes: 0

MOTION APPROVED.

This committee will consist of Mr. Boran, Mrs. Charles, Mr. Randolph, Mr. Raiti, Mrs. Atayan and Mr. Schwartzberger

Made by Atayan, seconded by Hilton.

Motion: TO ESTABLISH A CODE REVIEW SUBCOMMITTEE.

Roll Call Vote:

Ayes: 7 -Hilton, Charles, Mazzola, Atayan, Boran, Randolph,
Schwartzberger

Noes: 0

MOTION APPROVED.

This committee will consist of Mr. Hilton, Mr. Boran, Mrs. Charles, Mr. Raiti, Mrs. Atayan and Mr. Schwartzberger

Made by Atayan, seconded by Hilton.

**MOTION: TO AMEND THE BOARD'S AGENDA IN ORDER TO
ADD SUBCOMMITTEES AND THEY WILL MEET AT 5PM
PRIOR THE REGULAR SCHEDULED MONTHLY HEARING.**

Roll Call Vote:

Ayes: 7 -Hilton, Charles, Mazzola, Atayan, Boran, Randolph,
Schwartzberger

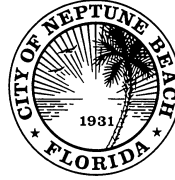
Noes: 0

The meeting was adjourned at 7:09 pm.

Greg Schwartzberger, Chairperson

ATTEST:

Piper Turner, Board Secretary



MINUTES
COMMUNITY DEVELOPMENT BOARD
JANUARY 17, 2024, AT 6:00 P.M.
COUNCIL CHAMBERS
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held in person January 17, 2024, at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

Greg Schwartzenberger, Chair
Rene Atayan, Vice-Chair
Tony Mazzola, Member
William Hilton, Member
Charley Miller, Member
Corrine Bylund, Member
Marc Boran, Alternate Member

Lynda Padrta and Rhonda Charles, Alternate Members were also in attendance.

The following staff members were present:

Heather Whitmore, Community Development Director
Zachary Roth, City Attorney
Piper Turner, Code Compliance Supervisor

Call to Order/Roll
Call

Chair Schwartzenberger called the meeting to order at 6:00 p.m.

Pledge

Pledge of Allegiance.

Minutes

Approval of Minutes for November 8 and December 13, 2023, meetings

MOTION: TO APPROVE THE NOVEMBER 8TH AND DECEMBER 13TH, 2023 MEETING MINUTES, AS SUBMITTED.

Made by Hilton, seconded by Bylund.

Roll Call Vote:

Ayes: 7 -Miller, Mazzola, Atayan, Boran, Bylund, Hilton
Schwartzenberger

Noes: 0

MOTION APPROVED.

Swearing in Mr. Roth, City Attorney, asked anyone appearing before the board tonight to raise their right hand to be sworn in.

Variance V24-01 1420 First Street David & Jill Zimmerman V24-01 Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for David and Jill Zimmerman for the properties at 1420 First Street. The applicants are requesting a variance from Table 27-239 a north side yard variance to allow 3-foot setback rather than the required 7 foot and the south corner side yard of .04 leaving 7.8 in lieu of the required 8 feet. The property is in the R-4 in the RC overlay zoning district.

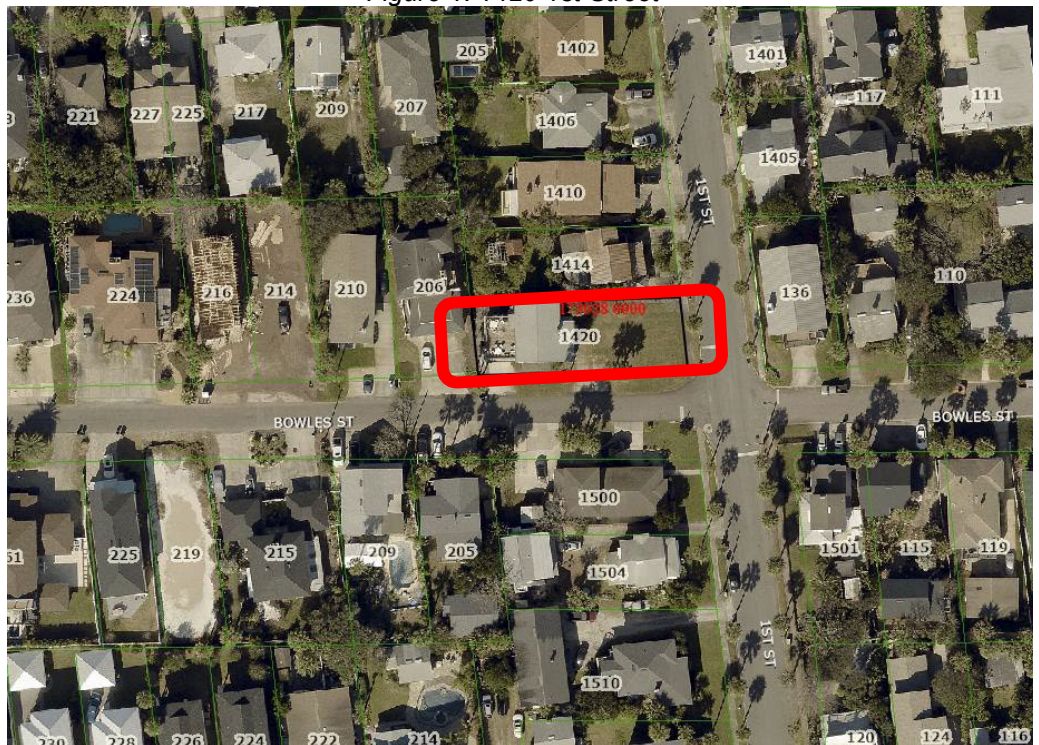
Heather Whitmore, Community Development Director, presented the staff report.

Background An application for two variances requesting relief for:
RC Overlay R-4 Side Yard setbacks (Table 27-239)
RC Overlay R-4 Exterior Side Yard setbacks (Table 27-239)

The property owner of 1420 1st Street requests a variance from Table 27-239 for the north side yard to allow a three-foot setback rather than the required seven foot, as well as a variance on the south exterior side yard along Bowles Street to allow a 7' 8" setback rather than the required eight feet. The property is in the R-4 in the RC overlay zoning district.

The purpose of the request is to demolish the existing two-family dwelling unit and replace it with a new two-family dwelling. The lot is approximately 6,136 square feet and 46.87 feet wide by 133.79 feet deep. The existing two-family dwelling has non-conforming setbacks. The existing two-family dwelling is setback .9 feet from the northern side yard setback and 5.9 feet from the southern exterior side yard along Bowles Street.

Figure 1: 1420 1st Street



Findings

- 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.**

Applicant Response: “The existing residence is developed with a nine-foot northern side yard setback and dual driveways along the southern boundaries of the property resulting in two separate curb cuts for the same lot. Applicant seeks to improve upon the existing condition by redeveloping the property with a three-foot northern yard setback. In order to create adequate parking and living space, as well as keep with the current aesthetics of the surrounding neighborhood (avoiding a row of four garages), a maximum three-foot northern side yard setback can be provided.”

Staff Response: The property is not unique in size or peculiar in circumstances. All the homes in the RC/R-4 district share the same corner side setbacks. All the homes on the block share the same circumstances as this home shares (specifically a lot less than 50 feet wide). This home does not have unique hardship.

- 2. The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.**

Applicant Response: “As indicated above, the new duplex residence and garage have been designed to comply with front rear and within three inches of southern side setbacks as well as with coverage height limitations established in the zoning code. In order to facilitate redevelopment of a comparably sized residence that satisfies these criteria and allows for adequate parking, the maximum size step back that can be provided along the northern boundary is feet three feet and the southern boundary being 7.75 feet”

Staff Response: The requested variance for the side setbacks is not the minimum necessary to allow for construction of a single-family home expansion. The narrow lot conditions are not unique.

- 3. The proposed variance would not adversely affect adjacent and nearby properties or the public in general.**

Applicant Response: “The requested variance will provide a greater setback along the northern and southern boundary line than exists today. Moreover, the requested variance will improve safety for pedestrians and vehicles by eliminating the need for designing the residents within new 1st street curb cut. It will also improve the ability for cars park in the driveway and off the street.”

Staff Response: It’s unknown if the proposed variances to the side setbacks would negatively impact adjacent and nearby properties or the public in general. The new home would have a smaller north-south footprint than the existing home, and thereby be setbacks more than the existing structure.

- 4. The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.**

Applicant Response: “The requested variance would be consistent with the development pattern in the area in terms of side yard setbacks and will improve upon the existing condition of the property and of the surrounding area in terms of off-street parking and access. The survey of properties along 1st St. South St. Bowles Street and Davis St. reveals that side yard encroachment typical for the area with many structures built at or very near to the lot line. Additionally, many lots have wide or multiple access points. The requested variance will provide a greater side yard setback than exists on the site today, will allow for improved parking and access to the property.”

Staff Response: It is unknown if the proposed variance would diminish property value. The new home would have a smaller north-south footprint as the existing home, and thereby be setback more than the existing structure.

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.

Applicant Response: “The proposed variance will bring the property into greater overall compliance with the zoning code and provide for improved safety through better vehicle access and parking. Permitting applicant to develop the property as a new residence will reinforce Neptune Beach as a residential community and improve the property appearance and values for the site and surrounding area.”

Staff Response: The variance requests are not in harmony with the general intent of the LDC.

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.

Applicant Response: “Residents that encroach upon side yard setbacks are typical in the surrounding area as are wide or multiple access points in the right of way. Applicant seeks to redevelop the property with a duplex residence that is consistent with this established development pattern but in greater compliance with the zoning code than the existing structure.

Staff Response: The variance request for side setbacks is created through the actions of the property owner.

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.

Applicant Response: “Far from conveying a special privilege, the requested setback variance will result in maintaining the status quo for the neighborhood. As detailed above the pattern of development in the area gives rise to a significant portion of the properties that are not in compliance with the side yard setbacks for the R-4 zoning district. Redevelopment of these properties within the existing building would require each of the properties to obtain the same type of variance requested here. Otherwise, property owners would be required to reduce the square footage of residents, and thus reduce the taxable value of the properties in the area.

Staff Response: Granting the variance requests for side setbacks would confer upon the applicant special privileges not granted in the zoning district.

CONCLUSION: Staff recommends denial of the variance requests to build in the required side setbacks as requested.

RECOMMENDED MOTION:

I recommend approval of V24-01

OR

I recommend denial of V24-01

Mr. and Mrs. Zimmerman, property owners, addressed the board. They have looked at their options and in order to remodel the duplex would require a new foundation. The hardship is the width. Currently the driveway is on Bowles and would prefer to have the driveways on Bowles rather than have a curb cut and driveway backing out onto First Street. The width makes it hard to design reasonable size rooms and have an accessible garage. The garage will have the second living unit above it. The driveway at 1414 First St goes the full length of the lot to the detached garage which would give a reasonable distance between the two structures. There are no current plans to rent the apartment. It will be used for families and for the child once they are in college.

Public Comments Chairperson Schwartzenberger opened the floor for public comments.

Shellie Thole, 310 Oleander Street, was opposed to the variance request. If you keep giving variances for smaller side yard setbacks it would change the character. Every lot in that block is the same size.

There being no comments, the public hearing was closed.

Mrs. Bylund stated: That if you are building a new structure it should comply with the current code.

Mr. Mazzola stated: Every variance request sets on its own merit.

Mr. Miller stated: It was a "no" for him. If you take a non-conforming property and demolish it, you need to build a new one to the codes.

Made by Hilton, seconded by Boran.

MOTION: MOVE TO RECOMMEND DENIAL OF VARIANCE 24-01.

Roll Call Vote:

Ayes: 7 -Bylund, Charles, Mazzola, Atayan, Boran, Miller, Schwartzenberger

Noes: 0

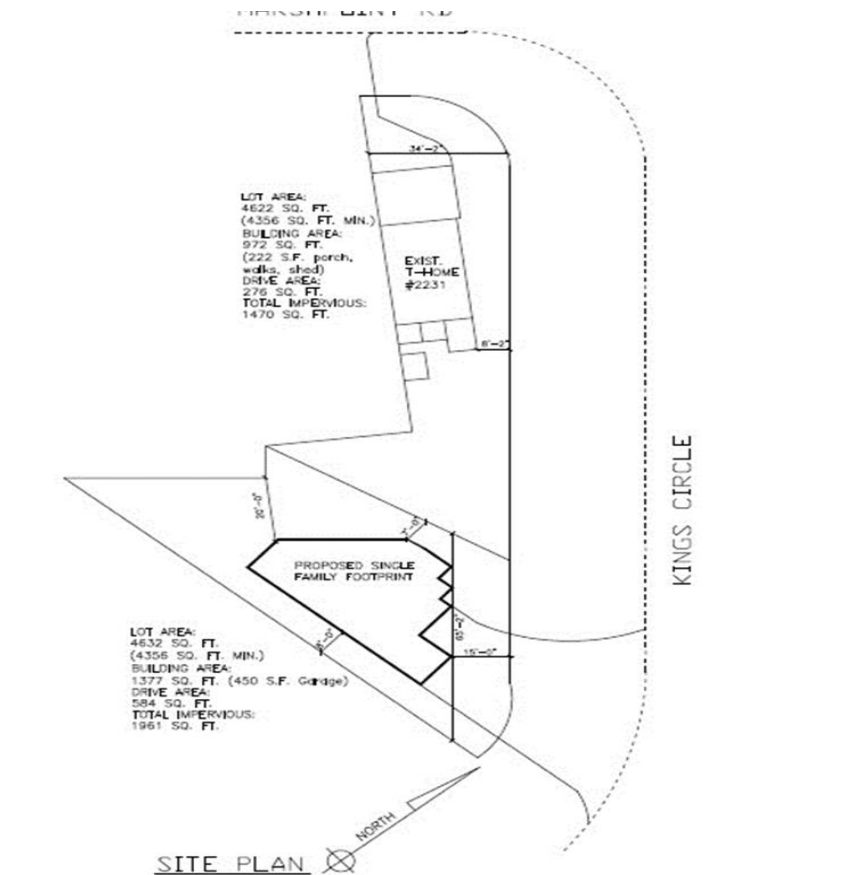
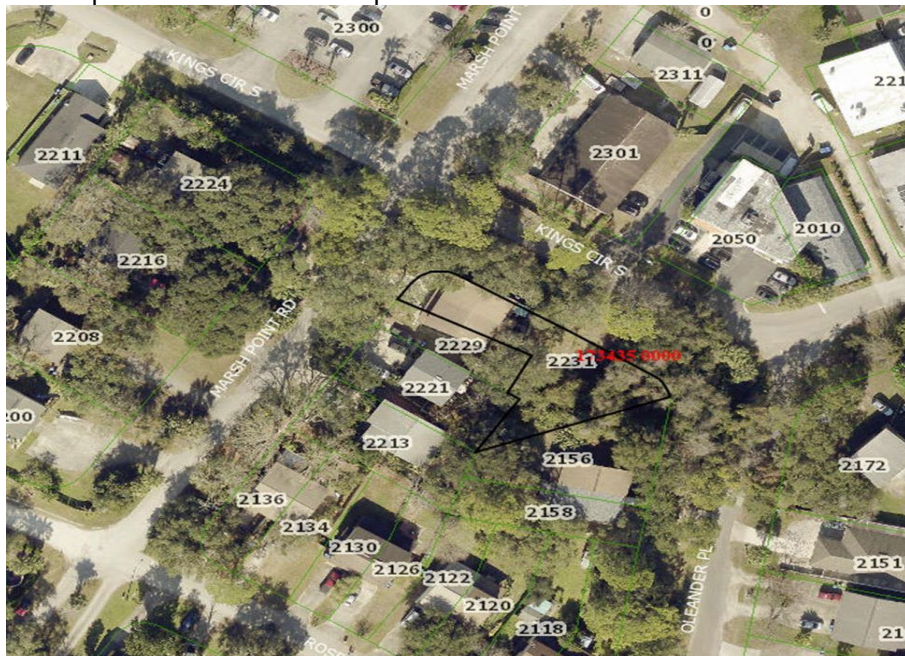
MOTION APPROVED.

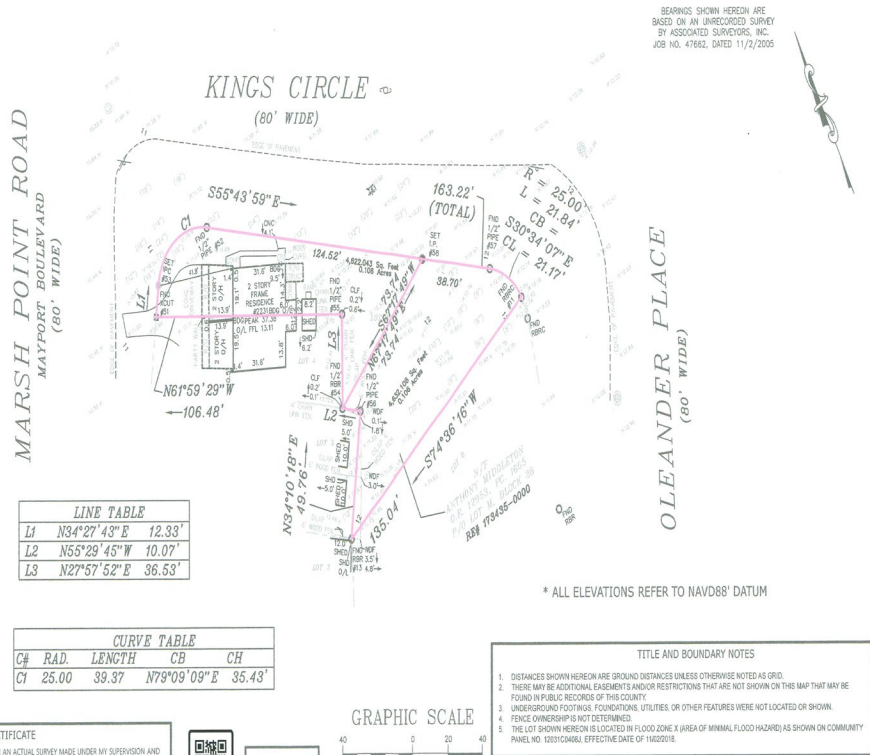
Replat DP 24-01
2231 Marsh Point
Road
(RE#173435-
0000)

Background

Application DP 24-01 is a request for a subdivision plat approval as outlined in Chapter 27, Division 3. Platting Requirements of the Unified Land Development Code. The property is located at the southeast corner of Marsh Point Road and Kings Circle S. The subject lot is a large irregularly shaped nonconforming "flag" lot with an existing condominium. The property is approximately 9,254 square feet and is located in the R-4 district. The R-4 district has a minimum lot width requirement of 50 feet, and a minimum lot area of 4,356 square feet. The applicant is requesting to subdivide the .21-acre (9,254 square feet) parcel into two lots. The granting of the subdivision would create two lots (lot 1 being 4,622 square feet) and (lot 2 being 4,632 square feet). The subject lot split was approved by the Community Development Board for variance V23-10 on October 11, 2023, to permit the subdivision of an existing nonconforming lot. The subdivision will split the lot to create a conforming lot with approximately 60 feet of frontage along Kings Circle S. The new lot will have 4,632 square feet in lot area. The

remaining lot will maintain its existing 34-foot frontage along Marsh Point Road and have 4,622 square feet in lot area. The newly created lot will adhere to all R-4 development standards. The remaining lot will continue to adhere to R-4 size, setbacks, and impervious surface development standards.





Public Comments

Chairperson Schwartzenberger opened the floor for public comments.

John Atkins, builder, stated that the newly created parcel will conform to the code and that the new house he plans to build will conform and no variances will be needed.

There being no comments, the public hearing was closed.

Staff Recommendation

Staff recommends approval of application DP24-01 for 2231 Marsh Point Road.

Recommended Motion

I recommend approval of DP24-01

OR

I recommend denial of DP24-01

Made by Atayan, seconded by Hilton.

MOTION: MOVE TO RECOMMEND APPROVAL OF THE REPLAT TO CITY COUNCIL, AS SUBMITTED.

Roll Call Vote:

Ayes: 7 -Bylund, Charles, Mazzola, Atayan, Boran, Miller, Schwartzenberger

Noes: 0

MOTION APPROVED.

The applicants were informed that the City Council must make the final approval and they should attend the meeting on Monday, February 5, 2024, at 6:00 pm.

Board Training

Zach Roth, City Attorney presented the Board’s annual training.

FLORIDA’S OPEN MEETINGS & PUBLIC RECORDS LAWS & FORM 6




January 10, 2024

The Laws

- Florida Statutes, Chapter 286, the “Open Meetings Law,” often referred to as the “Sunshine Law” protects the public from “closed door” decision making and provides a right of access to governmental meetings
- Florida Statutes, Chapter 119, the “Public Records Law,” creates a right of access to records made or received in connection with official business of a public body

2

Sunshine and Open Meetings



Open Meetings (Sunshine) Law Requirements

- Florida Statutes Chapter 286 applies to all meetings of “any board or commission of any state agency or authority”
- If the Sunshine Law is applicable, it requires:
 - ❖ All meetings must be *open meetings*
 - ❖ *Reasonable notice* of meetings must be given
 - ❖ *Minutes* of meetings must be kept



Open Meetings (Sunshine) Law Requirements

- Florida Statutes Chapter 286 applies to all meetings of “any board or commission of any state agency or authority”
- If the Sunshine Law is applicable, it requires:
 - ❖ All meetings must be *open meetings*
 - ❖ *Reasonable notice* of meetings must be given
 - ❖ *Minutes* of meetings must be kept

What does the law actually say?

Sec. 286.011, Fla. Stat.

All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

What is an Open Meeting?

- Meetings
 - ❖ Must be open to the public; public has a right to attend and to comment as provided in the Board's procedures
 - ❖ Include any discussions or deliberations, formal or casual, between two or more Board members about a matter on which the Board might foreseeably take action
 - ❖ Include workshops, telephone conversations, e-mail communications, text messages, seeing each other at the grocery store or a party, walking past each other on the beach...
 - ❖ So long as not delegated authority of the Board, meetings of staff are not covered

What is an Open Meeting?

- Meetings
 - ❖ Must be open to the public; public has a right to attend and to comment as provided in the Board's procedures
 - ❖ Include any discussions or deliberations, formal or casual, between two or more Board members about a matter on which the Board might foreseeably take action
 - ❖ Include workshops, telephone conversations, e-mail communications, text messages, seeing each other at the grocery store or a party, walking past each other on the beach...
 - ❖ So long as not delegated authority of the Board, meetings of staff are not covered

7


0

“Don'ts” to Live By

- Don't talk about matters before meetings
- Don't talk about matters during recesses
- Don't talk about matters after meetings
- Don't talk about matters between meetings (even at City Hall)
- Don't whisper or pass notes during meetings
- Don't talk about City business at private gatherings
- Don't talk to each other about anything related to the CDB between meetings



What about separate conversations?

- A school district advisory committee violated the Sunshine Law when it conducted “breakout sessions” where the members discussed committee business at two separate tables which meant that members at one table could not hear what was being discussed at the other table and members of the public could not hear what was being discussed at the sessions. *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018).
 - ***If everything said by the Board cannot be heard by the audience, the meeting is not truly open!***
- 

Social Events

- No prohibition under Sunshine Law of board members gathering together socially – just as long as matters which may come before the board are not discussed
- May be difficult for some to comply

Reasonable Notice and Meeting Location

- Reasonable Notice of Meetings
 - ❖ Reasonable notice is ample notice given to the public and press which reasonably and timely conveys all information necessary to enable them to choose to attend
 - ❖ “Reasonable” depends upon situation’s circumstances
- Meeting may not be held at facility/location inaccessible to public or which discriminates due to presence of physical barriers
- Appearance by telephone only permitted in very limited and specific circumstances

13

Meeting Minutes

- Minutes must be recorded and open to public inspection
- Minutes are not verbatim transcript—but brief summary of meeting’s events
- Sound recordings may be used in addition to written minutes, but if used, must be retained.

14

Votes and Ballots

- Votes must be publicly taken
- No secret ballots
- Roll call vote not required by statute, but are required by the Board's procedures
- All members must vote (unless they have a conflict of interest) and the Minutes must so reflect by recording of the vote *or* counting a vote for each member
- One other exception: Sec. 286.012
 - "If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice."

15

Sunshine Law Principles

- Sunshine Law broadly construed—exemptions narrowly construed
- No use of evasive devices
 - ❖ Circulation of written reports
 - ❖ Single staff member reporting *to one member* what the other members think about an issue which may foreseeably come before the entire body for vote
 - ❖ AKA No Conduits

16

7

Everyday Examples of Violations

- Texting a fellow Board member about a fence that might require a variance
- Riding together to look at a property coming before the Board for a special exception
- Meeting for coffee to go over the meeting agenda
- Asking another Board member their thoughts on an ordinance to see how they are leaning

8

What about different boards?

Can a Council member speak with a CDB Member?

The Sunshine Law does not apply to a meeting between individuals who are members of different boards unless one or more of the individuals has been delegated the authority to act on behalf of his or her board. *Rowe v. Pinellas Sports Authority*, 461 So. 2d 72 (Fla. 1984).

Penalties for Noncompliance

- Second degree misdemeanor to knowingly violate Sunshine Law
- Possible removal from position
- Fine of \$500 or less
- Reasonable attorneys' fees
- Declaratory and injunctive relief
- Action taken at illegal meeting invalid
 - *Void ab initio* – like it never happened!

19

0

Are the penalties real?



Childers sentenced to 60 days in jail

PENSACOLA -- Former Florida Senate President W.D. Childers was sentenced to 60 days in jail Monday for one count of violating the state's open-government "sunshine" law... A second count drew a \$500 fine and orders to pay \$376 for court costs and \$3,227.85 to cover the cost of the state's investigation and prosecution...Former Escambia Commissioner Mike Bass also was sentenced for two sunshine offenses. He escaped jail time, but was told to pay \$4,143.69 in total costs...Each was convicted of discussing public business in private with other commissioners.

By THE ASSOCIATED PRESS
Posted May 13, 2003 at 2:44 AM

Public Records Law

- Florida Statutes Chapter 119 defines "public records" as:
 - ❖ All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material
 - ❖ *Regardless of physical form or means of transmission*
 - ❖ Made or received pursuant to law in connection with transaction of official business by the agency



Public Records Law

- Florida Statutes Chapter 119 defines “public records” as:
 - ❖ All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material
 - ❖ *Regardless of physical form or means of transmission*
 - ❖ Made or received pursuant to law in connection with transaction of official business by the agency

23



Public Records Law Application

- Public Records Law applies to Board records

- Applies to all types of written records including letters, notes, e-mails, and ***text messages***

- Law to be broadly construed, exemptions narrowly construed

24

If in doubt, it is probably
a public record!

Public Records Exemptions

Records exempt from public disclosure include:

- Social Security Numbers
- Medical information
- Certain personnel information (but very little)

- *Note how limited!*

Record Maintenance

- Emails and texts made or received in connection with official business are public records and subject to disclosure in the absence of a specific statutory exemption. Emails and texts are also subject to the statutory restrictions on the destruction of public records requiring records be retained for a certain period of time. Email addresses of constituents are also public records, necessitating a disclosure statement on City emails. Any City related email or text received on personal computers should be forwarded to the City Clerk for proper retention.

Unless you want your personal phone becoming subject to public records, don't text anyone about Board business!

You are responsible for ensuring any communications on your phone are maintained!



Penalties

- If a requestor files suit, and a court determines that the agency unlawfully refused to provide records or a timely basis, then the plaintiff is entitled to attorney’s fees.
- Attorney’s fees are also awarded where access is denied in good faith but it turns out the documents are not exempt from disclosure.
- A violation of Chapter 119 is a noncriminal infraction, punishable by a fine not exceeding \$500.
- Certain knowing violations can subject the member to suspension and removal or impeachment and are a misdemeanor of the first degree.



32

Form 6

33

What is Form 6 and why is it important?

- Form 6 is a state-created form required to be filled out by certain individuals serving in government regarding their personal financial worth.
- It contains broad disclosure requirements regarding amount and nature of financial worth.

34

Should we, as the CDB, care about Form 6?

- Short answer: no
- The new changes in the statute only pertain to *elected* officials at the local government level
- CDB members are *not* required to fill out and submit such form.
- You will still fill out the Form 1.
- New this year – you will receive an email link to fill out the form on the Electronic Filing System.
 - You will not receive a physical copy like years past.

The meeting was adjourned at 7:15 pm.

Greg Schwartzenberger, Chairperson

ATTEST:

Piper Turner, Board Secretary



**Agenda Item #10A
Res. No. 2024-01
CDB Members**

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

AGENDA ITEM:	Item # 10A- Resolution No. 2024-01, Appointing CDB Members
SUBMITTED BY:	City Clerk Catherine Ponson
DATE:	January 31, 2024
BACKGROUND:	The three alternate CDB members' terms expire on February 6, 2024. Rhonda Charles, Marc Boran, and Lynda Padrta have requested to be reappointed to the Board.
BUDGET:	N/A
RECOMMENDATION:	Consider adoption of Resolution No. 2024-01, Reappointing CDB Members
ATTACHMENT:	Resolution No. 2024-01



RESOLUTION NO. 2024-01

A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD (CDB)

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following CDB members:

COMMUNITY DEVELOPMENT BOARD

Member	Type	Term	Begins	Ends
Rhonda Charles	Alternate Member	3 rd 1-year	02/06/2024	02/06/2025
Marc Boran	Alternate Member	2 nd 1-year	02/06/2024	02/06/2025
Lynda Padrta	Alternate Member	1 st 1-year	02/06/2024	02/06/2025

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this ___ day of _____, 2024.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk


City of
Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 • FAX (904) 270-2426 •

Agenda Item #10B City
Hall Exterior Paint



MEMORANDUM

Date: January 24, 2024
From: Richard J. Pike, City Manager 
To: Honorable Mayor & Council
Subject: City Hall Design Documents

Included with your agenda packet are City Hall paint design documents for your review ahead of the February 5th Regular Meeting. Kathleen Franza from KMH Design will be presenting on these at this meeting for subsequent discussion.

COLOR PALETTE 1



1ST ST VIEW

SW 7008
Alabaster

1

SW 7044
Amazing Gray

2

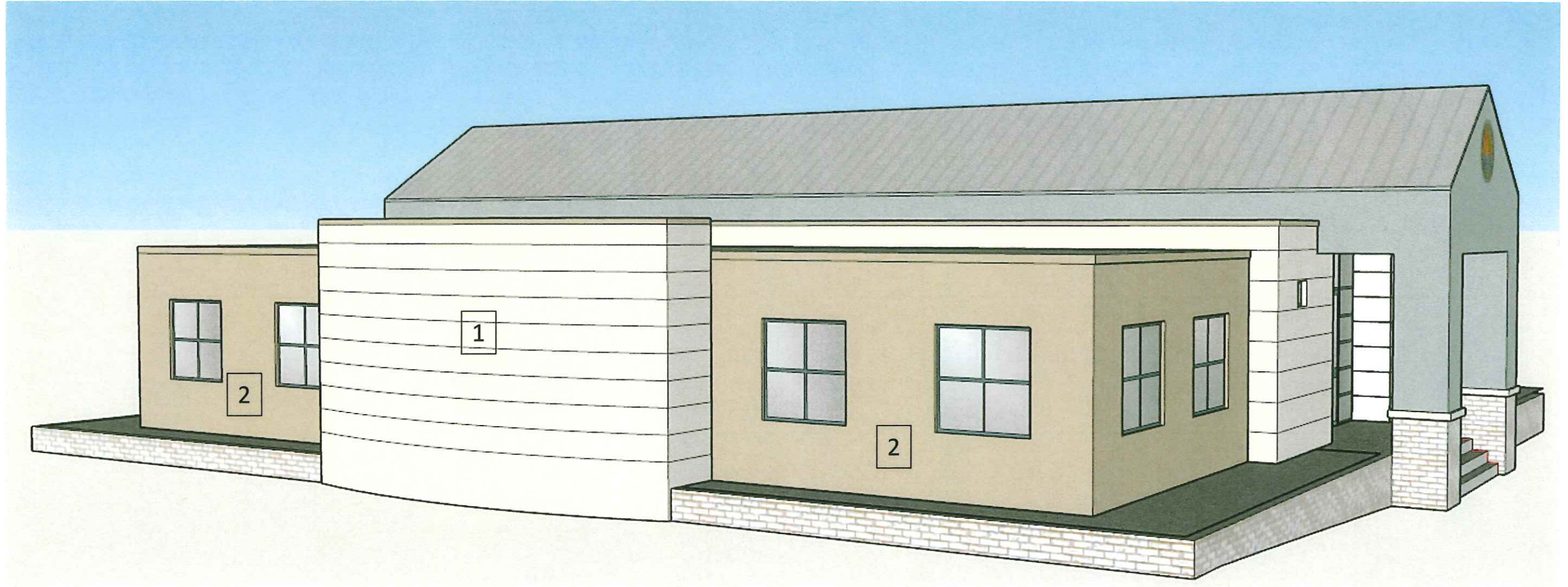
SW 6234
Uncertain Gray

3

KMH
DESIGN

residential interiors

COLOR PALETTE 1



LEMON ST VIEW

SW 7008
Alabaster

1

SW 7044
Amazing Gray

2

SW 6234
Uncertain Gray

3

KMH
DESIGN

residential interiors

COLOR PALETTE 1



BUILDING BACK VIEW

SW 7008
Alabaster

1

SW 7044
Amazing Gray

2

SW 6234
Uncertain Gray

3

KMH
DESIGN

COLOR PALETTE 2



1ST ST VIEW

SW 7008
Alabaster

1

SW 7045
Intellectual Gray

4

Benjamin Moore
**Huntington Beige
(HC-21)**

5

**KMH
DESIGN**

residential interiors

COLOR PALETTE 2



LEMON ST VIEW

SW 7008
Alabaster

1

SW 7045
Intellectual Gray

4

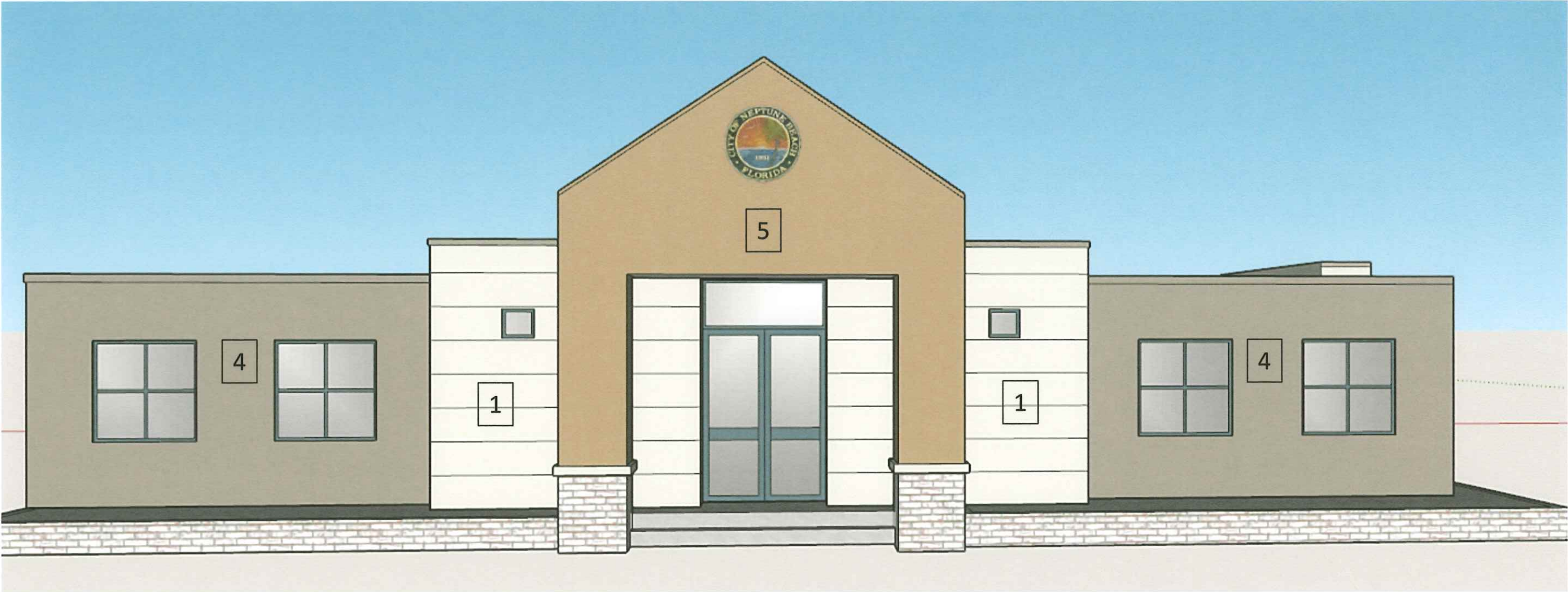
Benjamin Moore
Huntington Beige
(HC-21)

5

KMH
DESIGN

residential interiors

COLOR PALETTE 2



BUILDING BACK VIEW

SW 7008
Alabaster

1

SW 7045
Intellectual Gray

4

Benjamin Moore
Huntington Beige
(HC-21)

5

KMH
DESIGN

residential interiors

COLOR PALETTE 3



1ST ST VIEW

SW 7008
Alabaster

1

SW 7044
Amazing Gray

2

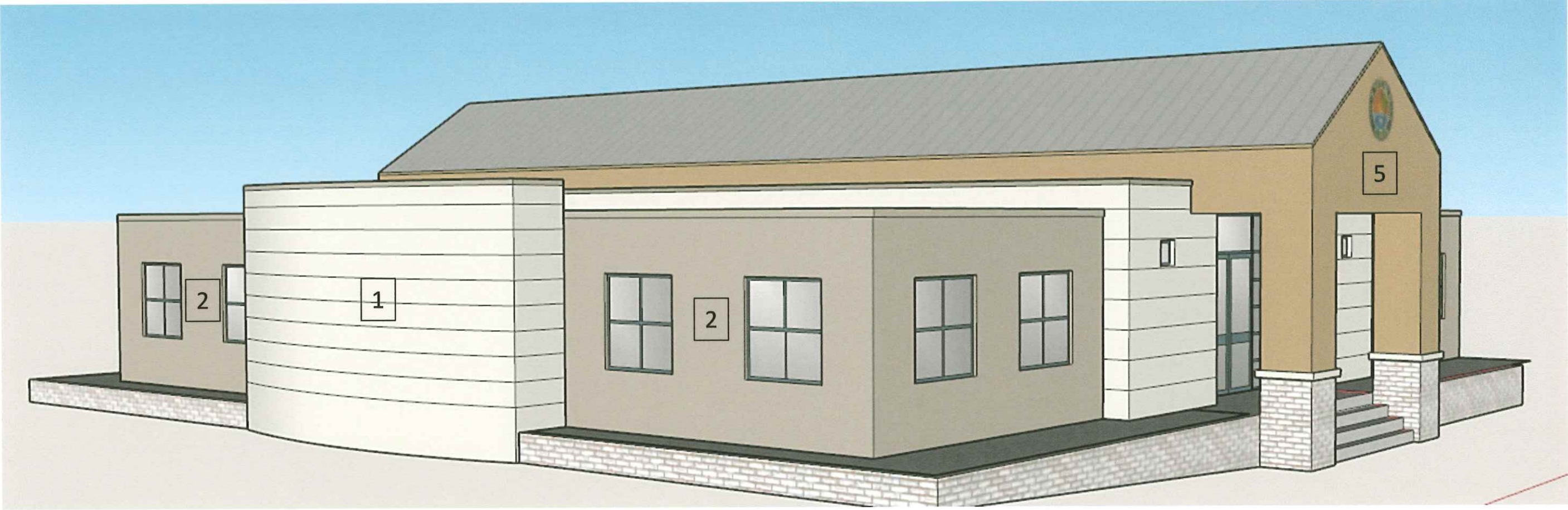
Benjamin Moore
Huntington Beige
(HC-21)

5

KMH
DESIGN

residential interiors

COLOR PALETTE 3



LEMON ST VIEW

SW 7008
Alabaster

1

SW 7044
Amazing Gray

2

Benjamin Moore
Huntington Beige
(HC-21)

5

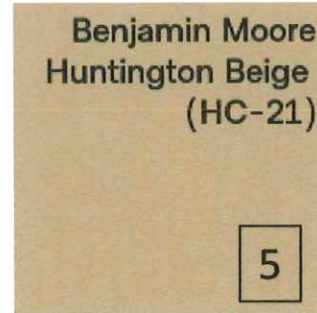
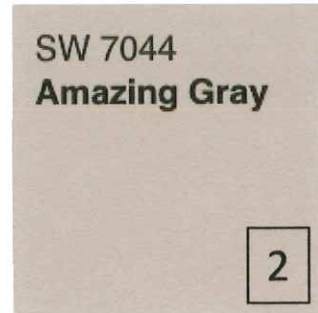
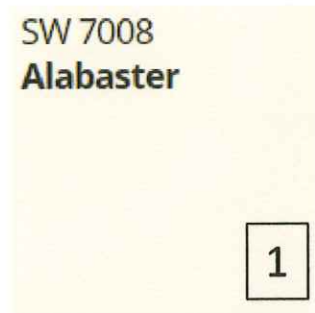
KMH
DESIGN

residential interiors

COLOR PALETTE 3



BUILDING BACK VIEW





**Agenda Item #10C
Electric Services Agreement**

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

AGENDA ITEM:	Item # 10C- Electric Service Agreement between City of Jacksonville Beach and City of Neptune Beach
SUBMITTED BY:	City Manager Richard Pike
DATE:	January 31, 2024
BACKGROUND:	<p>The Electric Service Agreement between the City of Jacksonville Beach and the City of Neptune Beach was signed in 2002.</p> <p>The Neptune Beach City Manager is requesting guidance from Council in reopening the negotiations after almost 22 years.</p>
BUDGET:	N/A
RECOMMENDATION:	Consider Authorizing the City Manager to Renegotiate the Electric Service Agreement
ATTACHMENT:	Electric Service Agreement dated October 1, 2002.

*

ELECTRIC SERVICE AGREEMENT
Between
CITY OF JACKSONVILLE BEACH, FLORIDA
and
CITY OF NEPTUNE BEACH, FLORIDA



COPY

THIS AGREEMENT, made and entered into this 1st day of October, 2002, by and between the City of Jacksonville Beach, a municipal corporation of the State of Florida, and the City of Neptune Beach, a municipal corporation of the State of Florida, pursuant to the resolutions of their respective councils adopted at public meetings held on October 7, 2002 and Sept. 23, 2002, respectively.

WITNESSETH:

That in consideration of the premises and of the mutual undertakings, covenants, promises and agreements of the respective parties hereto as hereinafter provided, and other valuable considerations moving to each of said parties, it is hereby mutually covenanted and agreed by and between the parties hereto, as follows:

SECTION 1. DATE AND TERM: This Agreement shall become effective on October 1, 2002, and shall continue in effect for a period of ten (10) years, and shall thereafter continue in effect on a year to year basis.

During the initial ten (10) years, this Agreement can not be terminated by either party except for failure to comply in a substantial respect with the provisions of this Agreement.

After the expiration of the initial ten (10) years, this Agreement may be terminated at the option of either party by giving written advance notice of not less than six (6) months prior to the end of any calendar year of its intention to terminate this Agreement at the end of said calendar year.

SECTION 2. RIGHT OF THE CITY OF JACKSONVILLE BEACH TO OPERATE ELECTRIC DISTRIBUTION SYSTEM: Subject to the terms and conditions hereinafter set forth, the City of Jacksonville Beach, and its successors and assigns, shall have and exercise the exclusive right, privilege and authority to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City of Neptune Beach and its successors, in accordance with established practice with respect to electrical distribution system construction and maintenance, electric light and power facilities including conduits, poles, wires, cables, transformers and the like, for the purpose of supplying electricity to the City of Neptune Beach, its successors, the inhabitants thereof and persons and corporations within and without the limits thereof, and including the operation and maintenance of watt hour meters, the reading thereof and billing and collection for the electrical service rendered. The facilities shall be so located and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. When any portion of a street is excavated in the location or relocation of electric facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the City of Jacksonville Beach at its expense and in as good condition as it was at the time of such excavation.

SECTION 3. OBLIGATION OF THE CITY OF JACKSONVILLE BEACH TO SUPPLY ELECTRICAL ENERGY: The City of Jacksonville Beach shall, at its sole cost and expense, furnish and maintain an adequate modern electrical distribution system in the City of Neptune Beach, sufficient to meet the requirements of the users of electricity therein, and to maintain reasonably uninterrupted service sufficient to meet such requirements; provided, however, that the City of Jacksonville Beach shall not be liable or responsible for interruption of service or voltage fluctuation as the result of fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, windstorm, lightning, accident, acts of God, or the public enemy, any act by the supplier of bulk electrical energy to the City of Jacksonville Beach or other acts beyond the control of the

City of Jacksonville Beach, but the City of Jacksonville Beach shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the City of Jacksonville Beach to refuse to deliver electrical energy after the cause of the interruption has been removed.

The City of Jacksonville Beach does not guarantee that the supply of electrical energy hereunder shall be free from interruption occasioned by any of the causes heretofore mentioned, and it is agreed that such interruption shall not constitute a breach of this contract on the part of the City of Jacksonville Beach. With respect to the distribution of electrical energy, the City of Jacksonville Beach shall not discriminate among its customers, including the City of Neptune Beach, and the services rendered hereunder shall be on an equal basis.

SECTION 4. ELECTRICAL ENERGY CONSUMED BY THE CITY OF NEPTUNE BEACH: All electrical energy consumed by facilities owned, leased, or operated by the City of Neptune Beach except unmetered street lights shall be measured by means of watt hour meters and billing for such electrical energy consumption shall be at the current municipal service rate established by ordinances of the City of Jacksonville Beach and charged to facilities of the City of Jacksonville Beach. Jacksonville Beach shall notify Neptune Beach of any change in the municipal rate at least thirty (30) days prior to the effective date of such change.

SECTION 5. STREET LIGHTS: All non-metered street lights now existing or installed in the future in the City of Neptune Beach shall be maintained, repaired, installed or re-installed or replaced by the City of Jacksonville Beach, including lamps, fixtures, arms, ballasts, photoelectric cells, switches, standards and other appurtenances necessary to the normal maintenance and operation of un-metered street lights, during the life of this agreement.

The City of Neptune Beach shall pay to the City of Jacksonville Beach a monthly flat-rate charge per unmetered street light in accordance with the then current published flat-rate street light charge of the City of Jacksonville Beach as now or hereafter in effect

for consumers within the corporate limits of the City of Jacksonville Beach. Such flat-rate monthly charge shall cover all installation and maintenance costs and the cost of electrical energy consumed by said un-metered street lights.

SECTION 6. RATES TO CONSUMERS: The City of Jacksonville Beach shall furnish electrical energy to all consumers within the corporate limits of the City of Neptune Beach in accordance with the published and established schedules of rates and regulations for the purchase of electrical energy, as now or hereafter in effect for consumers, within the corporate limits of the City of Jacksonville Beach. Consumers shall be subject to the rules and regulations of the City of Jacksonville Beach for the purchase of electrical energy, provided, however, that in the event any of such rules and regulations conflict with the terms of this agreement, then and in such event, the terms of this agreement shall control.

SECTION 7. LIABILITY: The City of Neptune Beach shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the City of Jacksonville Beach of its facilities hereunder and the City of Jacksonville Beach agrees to indemnify the City of Neptune Beach and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the City of Neptune Beach by reason of neglect, default or misconduct of the City of Jacksonville Beach in the construction, operation or maintenance of its facility hereunder.

SECTION 8. JOINT POLE USE: The City of Jacksonville Beach shall have the right to enter into such contracts or agreements concerning the joint use of its poles, conduits or other facilities for the erection or furnishing of telephone, telegraph, and cable television service as it may in its discretion desire, so long as it will not unreasonably interfere with the discharge of the obligations of the City of Jacksonville Beach hereunder. Any and all income derived from said joint use of poles, conduits or other facilities shall accrue solely and exclusively to the City of Jacksonville Beach; provided, however, nothing herein shall be construed to either prevent the granting of a franchise for any or all such services by the City of Neptune Beach or the retention of all

income from such franchise; and, provided further, in the absence of the grant of any such franchise, no such use for such services shall be permitted by the City of Jacksonville Beach.

SECTION 9. PAYMENT IN LIEU OF TAXES: The City of Jacksonville Beach, its successors and assigns, shall pay to the City of Neptune Beach and its successors an amount that will equal \$0.00302 per kilowatt hour for all metered electrical energy sold during each calendar year of this agreement to all customers, including the City of Neptune Beach, within the corporate limits of the City of Neptune Beach. The aforementioned payment to the City of Neptune Beach by the City of Jacksonville Beach shall be made monthly on or before the last day of the calendar month immediately following the calendar month during which the sales occurred. Payment to the City of Neptune Beach shall not include the sales from flat-rate charges for street lights whether such revenues be collected from the City of Neptune Beach or the inhabitants thereof and no payment shall be made on sales or revenues collected by the City of Jacksonville Beach for other electric companies, late charges, connection or reconnection charges, electric service installation charges, appliance repair charges, service charges, nor on sales tax collected on behalf of the State of Florida. Such payment shall be accepted by the City of Neptune Beach in lieu of any property, privilege, occupation, franchise, or other tax against the electrical distribution system situated in the City of Neptune Beach or the right or privilege of carrying on and conducting the business of selling and delivering electrical energy as contemplated hereunder. The remittances to the City of Neptune Beach shall be accompanied by a statement showing the amount of gross metered kilowatt hours sold by the City of Jacksonville Beach in the City of Neptune Beach. The City of Jacksonville Beach shall keep proper records of its gross sales and revenues derived from the provisions of electrical service within the corporate limits of the City of Neptune Beach and such records shall be kept open to inspection at all reasonable times by the duly authorized representatives of the City of Neptune Beach. Said authorized representatives are hereby given the right of access to and full authority to inspect, examine, audit, and verify such records relating to the sale of electrical energy within the corporate limits of the City of Neptune Beach.

SECTION 10. FAILURE TO COMPLY: Failure on the part of the City of Jacksonville Beach to comply in any substantial respect with any of the provisions of this agreement, shall be grounds for cancellation of the agreement, but no such cancellation shall take effect if the reasonableness or propriety thereof is protested by the City of Jacksonville Beach, until a court of competent jurisdiction, with right of appeal in either party, shall have found that the City of Jacksonville Beach has failed to comply in a substantial respect with any of the provisions of this agreement, and the City of Jacksonville Beach shall have six (6) months after the final determination of the question, to make good the default before a cancellation shall result, with the right in the City of Neptune Beach at its discretion to grant such additional time to the City of Jacksonville Beach for compliance as necessities in the case require.

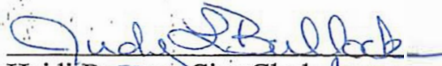
SECTION 11. In the event that during the life of this agreement the City of Jacksonville Beach shall negotiate a similar agreement with another municipality, then and in that event the City of Neptune Beach shall have the right and privilege to substitute any section, paragraph or provision of such agreement which may be considered more favorable than that contained herein. Any such substitution shall not be held to change, modify or affect the validity of any other section, paragraph or provision of this franchise.

SECTION 12. RIGHT TO REMOVE: Upon the termination of this agreement upon notice, by forfeiture or otherwise, every right and privilege of the City of Jacksonville Beach to have, operate or maintain; or to furnish or distribute electrical energy in the City of Neptune Beach shall cease and desist, and the City of Jacksonville Beach shall have a period of twelve (12) months from the date of such termination within which to remove its equipment and property from the City of Neptune Beach; and the City of Neptune Beach hereby disclaims any right, title, claim, interest or estate in, of and to the physical equipment and properties constituting the electrical distributions system as now located in the City of Neptune Beach or as may be extended or replaced under the provisions of this agreement.

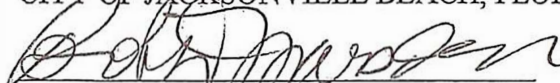
SECTION 13. SUPERSEDURE: This agreement supersedes, as of the effective date hereof, all previous contracts or representations, whether written or verbal, heretofore in effect by the City of Jacksonville Beach and the City of Neptune Beach with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning such matters.

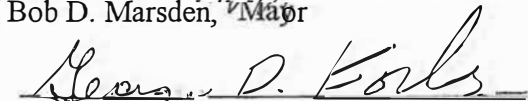
IN WITNESS WHEREOF the City of Jacksonville Beach and the City of Neptune Beach have each caused these presents to be duly executed in their respective names, by their respective officers thereunto duly authorized, and their respective seals to be hereto affixed, the day and the year first above written.

ATTEST:

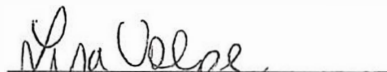

Heidi Reagan, City Clerk Asst.
Judy L. Bullock

CITY OF JACKSONVILLE BEACH, FLORIDA



Bob D. Marsden, Mayor


George D. Forbes, City Manager

ATTEST:


Lisa Volpe, City Clerk

CITY OF NEPTUNE BEACH, FLORIDA


Richard Brown, Mayor



**Agenda Item #10D
Manhole Rehabilitation**

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

AGENDA ITEM:	Wastewater Manhole Rehabilitation – Concrete Conservation, LLC
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	January 26, 2024
BACKGROUND:	<p>Staff has identified 19 wastewater manholes which require repair of the lining system and other maintenance. Manhole lining extends the life of the manhole by protecting against corrosive wastewater gases and blocks groundwater infiltration, particularly in brick manholes.</p> <p>The proprietary lining system is SpectraShield, a product of Concrete Conservation, LLC. who was the original installer. Although the other maintenance activities are unrelated to the propriety lining, it makes financial sense to have the contractor perform this work while working within each manhole.</p> <p>Staff received a quote of \$42,200.00 for the required work.</p>
BUDGET:	Budget report on 1/26/24 indicates an FY24 budget for Sewer Services, Improvements – Not Buildings (401-4335-535-60-63) of \$785,521.00. Current remaining balance is \$604,999.65.
RECOMMENDATION:	Award to Concrete Conservation, LLC in the amount of \$42,200.00.
ATTACHMENT:	Sole source applicator letter for Concrete Conservation, LLC Quote from Concrete Conservation, LLC



January 5, 2023

RE: Concrete Conservation, LLC – SpectraShield® Applicator Certification

To Whom It May Concern,

CCI Spectrum, LLC is the manufacturer of the revolutionary liner system, SpectraShield®. Celebrating its 30th anniversary this year, SpectraShield® now protects over 105,000 wastewater structures worldwide. SpectraShield® was invented as a cost-effective alternative to traditional cement, epoxy and polyurethane based technologies.

The purpose of this letter is to certify that Concrete Conservation, LLC (CCI) is the certified Licensed Applicator of the SpectraShield® Liner System. CCI has been a certified applicator since 1993 and is the Sole Source Applicator for the State of Florida. CCI has successfully installed over 11 million square feet of SpectraShield® to a wide variety of wastewater structures including manholes, lift stations and waste water treatment facilities.

All CCI personnel involved in the application of the SpectraShield® Liner System have been specifically trained in all aspects of the application process and all CCI installation equipment meets the equipment standards required for the application of the SpectraShield®.

We greatly appreciate your efforts to ensure applicators of our products are properly qualified. Please do not hesitate to contact us at (904) 419-4889 should you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads 'G. Reynolds'.

Gregory G. Reynolds
President & CEO
CCI Spectrum, LLC

CONCRETE CONSERVATION LLC

January 23, 2024

To: City of Neptune Beach, FL
2010 Forest Avenue
Neptune Beach, FL 32266
Attn: Ryan Shaneyfelt

Re: See below
Quote Number: 20-3210
Project: Manhole Repairs
Contact: Ryan
Location: per City List
Owner: City of Neptune Beach, FL

Dear Ryan,

Concrete Conservation LLC is pleased to provide the following quotation for the above-referenced project.

SCOPE OF WORK ("the Work"):

Provide all labor, equipment and materials required for the following:

- Make Manhole Repairs (see following List for detail)
- Mobilization

City of Neptune Beach Manhole Repairs

Address	Build Bench/Line	F/C Touch Up	Remove Roots	Traffic Control	Total
109 1st St	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
Walnut & 1st St North MH	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Walnut & 1st St South MH	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Walnut & 3rd	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Elizabeth Pl & 1st	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
Cedar St & 1st	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
Myrtle & 3rd	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Oak St & 1st	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Twin Pl & 1st	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
Oak St & 3rd	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Azalea Pl & 1st	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
Magnolia St & 1st	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
1300 1st ST	\$ 1,650.00	\$ -	\$ 500.00	\$ -	\$ 2,150.00
South ST & 1st St	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Lora St & 1st	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
Margaret & 1st	\$ 1,650.00	\$ 750.00	\$ -	\$ -	\$ 2,400.00
3rd & Hopkins	\$ 1,650.00	\$ 750.00	\$ -	\$ 750.00	\$ 3,150.00
3rd & Margaret	\$ 1,650.00	\$ 750.00	\$ -	\$ 750.00	\$ 3,150.00
MH across ditch	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
	\$ 29,700.00	\$ 10,500.00	\$ 500.00	\$ 1,500.00	\$ 42,200.00

CONCRETE CONSERVATION

This quote is subject to the Terms and Conditions attached hereto as Exhibit A. The quote for the Work does not include provisions for, or costs associated with, bypassing, night work, flow control, M.O.T., site restoration, water supply, vector services, debris removal site, permits, temporary roads or any state and local taxes or fees that may be applicable to the Work.

This quote is valid for 90 days. The return of this quote signed by an authorized representative shall constitute acceptance of our offer and the terms and conditions attached hereto.

Payment on invoices shall be made on the terms of net 30 days, and there shall be no retainage. Invoices remaining unpaid for thirty (30) days will bear interest of one and one-half percent (1.5%) per month. All claims for money due or to become due from Purchaser shall not be subject to deduction by Purchaser for any setoff or counterclaim.

CONCRETE CONSERVATION, LLC

By: Sims Rhyne, Vice President

Phone: 904-419-4889

Email: jsrhyne@spectrashield.com

Date: January 23, 2024

PURCHASER,

Company: _____

By: _____

Its: _____

Date: _____

CONCRETE CONSERVATION

Quotation Exhibit A
 Standard Terms and Conditions

1. **ACCEPTANCE AND TERMS AND CONDITIONS:** The offer made by Concrete Conservation, LLC, a Florida limited liability company ("CC LLC") in the quotation, which is incorporated herein by reference, shall be subject to the terms and conditions stated herein ("Terms and Conditions"). Purchaser accepts CC LLC's offer by having an authorized representative sign the quotation and returning it to CC LLC within ninety (90) days of the delivery of the quotation. If CC LLC's offer is not accepted within ninety (90) days of delivery of the quotation, CC LLC's offer shall be deemed immediately revoked. Terms and conditions different from or in addition to these Terms and Conditions, whether contained in any acknowledgment or acceptance by Purchaser, or otherwise, will not be binding on CC LLC without CC LLC's written consent. CC LLC's offer in the quotation together with these Terms and Conditions, once timely accepted by Purchaser, shall constitute the agreement ("Agreement") between CC LLC and Purchaser.
2. **PRICE:** CC LLC's prices shall be exclusive of all Federal, State, and Local taxes and fees. All applicable taxes and fees arising out of this Agreement will be borne by Purchaser. Provisions for, or costs associated with, bypassing, night work, flow control, M.O.T., site restoration, water supply, vector services, debris removal site, permits, temporary roads, and access to manholes beyond 65 feet are not included in CC LLC's prices. Purchaser shall be responsible for providing a disposal site for all debris (including but not limited to sand, chipped concrete, old linings, and effluents) during the installation of the SpectraShield® liner system, and, for lift station wet wells and WWTP structures, a bypassed, washed down structure free of sewage and sludge. CC LLC's prices shall be increased by any additional costs incurred by CC LLC as a result of any act, error, or omission by Purchaser or anyone acting on behalf of Purchaser which increases the cost of completing the Work or delays completion of the Work.
3. **INVOICES AND PAYMENT:** Invoices will be based on actual field measurements. Payment on invoices shall be made on the terms of net 30 days, and there shall be no retainage. Invoices remaining unpaid for thirty (30) days will bear interest of one and one-half percent (1.5%) per month. All claims for money due or to become due from Purchaser shall not be subject to deduction by Purchaser for any setoff or counterclaim.
4. **LIMITATION OF LIABILITY:** CC LLC'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, CC LLC SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES EVEN IF CC LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **DEFAULT:** The following shall be deemed a default ("Default") by Purchaser: (i) failure to make timely payment of amounts due hereunder, and such nonpayment is not cured within five (5) days of notice thereof; (ii) material breach by Purchaser of any of Purchaser's obligations, representations, warranties or covenants under this Agreement, which breach continues for ten (10) days after written notice thereof; (iii) the application by Purchaser for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of Purchaser or all or a substantial part of Purchaser's assets. In the event of a Default, CC LLC may immediately terminate this Agreement and seek any and all remedies provided in this Agreement, and at law or in equity. The rights and remedies provided in this Agreement to CC LLC shall not be exclusive and are in addition to any other rights and remedies provided by law and in equity.
6. **NON ASSIGNMENT:** Assignment of this Agreement or any interest in it or any payment due or to become due under it, without the written consent of CC LLC, will be void. An assignment will be deemed to include not only a transfer of this Agreement or such interest or payment to another party but also a change in control of Purchaser, whether by transfer of stock or assets, merger, consolidation, or otherwise.
7. **TIME:** Time is of the essence of this Agreement.
8. **FORCE MAJEURE:** CC LLC shall not be required to perform any obligation under this Agreement or be liable to Purchaser for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure, and all time periods will be extended accordingly. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, strikes, casualty, general unavailability of materials, wars, insurrection, acts of terrorism, and any other cause not reasonably within control of CC LLC.
9. **REMEDIES:** Each of the rights and remedies reserved to CC LLC in this Agreement shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by CC LLC in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by CC LLC shall be deemed to be a waiver of any such right or remedy.
10. **GOVERNING LAW; JURISDICTION; ATTORNEYS' FEES:** The Agreement will be interpreted under and governed by the laws of the State of Florida without regard to its conflict of law principles. Venue for all actions arising in connection herewith will be deemed exclusively proper in state court in Duval County, Florida or in the federal court for the Middle District of Florida and the parties agree to submit to such jurisdiction and to waive any claim that such courts are an inconvenient forum. Should any Party employ attorneys in any matter arising under this Agreement, the prevailing party shall be entitled to recover and receive from the other party all reasonable costs, charges, and expenses, including attorneys' fees, expert witness fees, appeal fees, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith whether resolved by mediation, negotiation, arbitration, trial or appellate proceedings.
11. **WAIVER OF ARBITRATION:** CC LLC and Purchaser hereby waive and release any right to arbitration.
12. **JURY TRIAL WAIVER:** CC LLC and Purchaser hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.
13. **SURVIVAL:** Purchaser's obligations under Sections 4, 11, 12, and 13 will survive any termination of this Agreement.
14. **ENTIRE AGREEMENT; SEVERABILITY:** This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement shall be binding on any of the parties and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto. Any and all prior understandings, assurances or agreements are merged herein. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Agreement.
15. **WAIVER; MODIFICATION:** Neither the failure nor any delay by CC LLC in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. This Agreement can be modified or rescinded only by a writing signed by both of the parties.
16. **NOTICES:** All notices, consents, waivers and other communications shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail; (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested; or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to CC LLC shall be sent to Concrete Conservation, LLC at P.O. Box 57309, Jacksonville, FL 32241-1354, to the attention of President, and to Purchaser at its address as set forth in the quotation, or as otherwise designated in writing.
17. **PARAGRAPH TITLES:** Paragraph titles are solely for reference and shall not affect the meaning or construction of this Agreement.



**Agenda Item #10E
Inflow and Infiltration(I&I)
Investigation**

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

AGENDA ITEM:	Engineering Support for Wastewater Collection System Inflow and Infiltration (I&I) Investigation
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	January 26, 2024
BACKGROUND:	<p>CONB has an active Consent Order with the Florida Department of Environmental Protection to resolve sewer overflows which occurred in September of 2022 during a period of heavy rainfall. I&I during that period was estimated at 660,000 gallons per day. For perspective, the current 12-month average flow for the treatment plant is approximately 725,000 GPD.</p> <p>The Consent Order required an assessment of the wastewater collection and transmission system; the estimate for I&I on any given day is 150,000 - 220,000 GPD.</p> <p>I&I adds to treatment costs, reduces capacity in pipes and is required by FDEP to be eliminated as much as practical.</p> <p>Staff has budgeted \$45,000 in FY24 for cleaning and televising approximately 10% of the gravity pipes. The engineering support proposal for consideration will identify pipes to be targeted and support staff in managing contractors for the field work, amongst other tasks noted.</p> <p>Saltus Engineering, Inc. has a continuing services contract with CONB.</p>
BUDGET:	Budget report on 1/26/24 indicates an FY24 budget for Sewer Services, Professional Services (401-4335-535-30-31) of \$287,000.00. Current remaining balance is \$246,316.00.
RECOMMENDATION:	Award to Saltus Engineering, Inc. a contract not to exceed \$17,500.00.
ATTACHMENT:	Proposal from Saltus Engineering, Inc. dated January 24, 2024.

January 24, 2024

Chief Richard J. Pike
City Manager
City of Neptune Beach
2010 Forest Avenue
Neptune Beach, FL 32266

Re: Proposal for Professional Engineering Services to assist city with implementation and oversight of a Sewer System Evaluation Survey (SSES)

Dear Mr Pike:

This proposal to the City of Neptune Beach (Client) is for Engineering services to be performed by Saltus Engineering, Inc. (Engineer). Some activities may be supported by sub-consultants on an as-needed basis.

Background

On March 17, 2023, the City of Neptune Beach received Consent Order OGC File 22-2304 from the Florida Department of Environmental Protection to resolve sanitary sewer overflows (SSO's) occurring on September 20 and September 22, 2022. This consent order required an assessment be made of the city's wastewater collection and transmission system. This assessment is complete, and it noted that rainwater infiltration and inflow still have a considerable presence in the overall wastewater collection system, adding an estimated 150,000-220,000 gpd of flow to the WWTP on a given day. During the period when the SSO's took place, the I/I flow was approximately 660,000 gpd.

The assessment report determined that approximately 32.1% of the gravity mains have been rehabilitated through mostly pipe bursting with a small percentage (4.7%) with cast-in-place pipe (CIPP) liners. Many of the manholes have also been rehabilitated or replaced.

The city's cleaning and televising FY 2024 budget is \$45,000 and will investigate an estimated 15,000 LF of gravity sewers which is about 10% of the system.

Scope of Work

Engineering Services are needed to oversee the on-going sewer system evaluation survey and manage the sub-contractors who will be performing field work in the system. The Engineer proposes to provide engineering services to Client to complete the following Scope of Work which is divided into several tasks.

Tasks included are as follows:

- Task 1 – Review and tabulate Lift Station pumping records and collection system flow monitoring data and compare to rainfall data for the purpose of identifying sources of infiltration and inflow.
- Task 2 – Assist city in coordinating and reviewing the wastewater collection system investigation and reports to be performed by SSES sub-contractor
- Task 3 – Prepare a final Sewer System Evaluation Survey Report with recommendations for estimating costs and priority of future rehabilitation work

Deliverable: Sewer System Evaluation Survey (SSES) Report

Client Responsibilities

The City of Neptune Beach will provide the following:

1. The City will grant Engineer permission to create, modify and update the City's on-line mapping service during the term of this assignment.
2. Access to facilities and operating data as needed for inspection and for completion of the tasks to be performed.
3. Assist with scheduling meetings with various city staff to collect and review data and to determine the best path for implementing the program.

Services Not Included

Services not included with this Scope of Services:

- Field or as-built surveys of the wastewater collection/transmission system.
- Hydraulic modeling is limited to spreadsheet analysis of system capacity. EPAnet or EPA SWMM models can be used if required by FDEP as an additional service.
- Assistance with compliance issues or engineering services not identified in this Scope of Work.
- Collection System Action Plan pursuant to proposed FDEP Rule 62-600.705(2) F.A.C.
- Rate or Impact Fee Study.

Schedule

Time is of the essence to complete the work for the FY 2025 budget calendar. Work will begin immediately upon Notice to Proceed. The Engineer shall commit to completing the remaining tasks within 180 days from issuance of the Notice to proceed.

Chief Richard J. Pike
January 24, 2024
Page 3

The schedule of deliverables will be dependent on the receipt of data from the Client and SSES Subcontractor and time for Client's review and approval, as applicable.

Budget and Payment

Tasks described herein are proposed on a Time and Materials basis (TM). The Proposed Budget is presented in the table below:

Proposed Budget	
Task	Estimated Fee
1 – Lift Station pumping and Manhole monitoring data review and analysis	\$7,500
2 – Project Management of SSES and subconsultant	\$5,500
3 – Prepare final SSES Report	\$4,500
TOTAL NOT-TO-EXCEED FEE	\$17,500

Changes to the Proposed Budget will be submitted to Client and approved by Client before commencement of work.

Terms and Conditions/Approval

This proposal expires in 30 days. Terms of this work are included in the Engineer's continuing contract (pending) with the City.

I look forward to discussing the details of this proposal after your review. Please feel free to contact me at 904-742-6545 or davidb@saltuseng.com with any questions you may have.

Sincerely,

SALTUS ENGINEERING, INC.

David J Bolam Digitally signed by David J Bolam
Date: 2024.01.25 06:32:12 -05'00'

David J. Bolam, P.E.
President

DJB/



**Agenda Item #10F Plant 1
Return Sludge Modification**

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

AGENDA ITEM:	Water Reclamation Facility Plant 1 Return Sludge Modification
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	January 29, 2024
BACKGROUND:	<p>Bio organisms are returned to the treatment process in Plant 1 utilizing draft tubes in the settling tanks, or clarifiers. Staff have struggled to maintain proper flow through the tubes and have now resorted to manually draining the tanks as needed twice per day. This process is both time consuming and subjects the treatment process to slug flow.</p> <p>A quote was received to retrofit the clarifiers to eliminate the draft tubes, but the cost was prohibitive and would have required five weeks of construction for each of the two clarifiers.</p> <p>Gruhn-May has an existing continuing services contract with CONB and will perform this work on a time and materials basis. Staff do not expect this project to exceed \$35,000.</p> <p>Due to the urgency in demonstrating permit and Consent Order compliance efforts to FDEP, this work began the week of January 29.</p>
BUDGET:	Budget report on 1/29/24 indicates an FY24 budget for Sewer Services, Improvements – Not Buildings (401-4335-535-60-63) of \$785,521.00. Current remaining balance is \$604,999.65.
RECOMMENDATION:	Approval of emergency award to Gruhn-May for the described work.
ATTACHMENT:	N/A



**Agenda Item#10G
Plant 2
Return to Service**

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

AGENDA ITEM:	Water Reclamation Facility Plant 2 Return to Service
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	January 29, 2024
BACKGROUND:	<p>Plant 2 went off-line in May 2022, due to failure of the clarifier drive, thereby placing all treatment load on Plant 1 which has not been performing up to permit requirements. Failure to meet permit conditions ultimately led to a Consent Order with FDEP.</p> <p>Plant 2 improvements were designed and subsequently bid in December 2023. Bids received were significantly higher than anticipated, and long lead time for equipment would mean many additional months of poor treatment performance.</p> <p>Various improvements at Plant 1 are in process and bringing Plant 2 back on-line would add additional much needed treatment capacity.</p> <p>Gruhn-May has an existing continuing services contract with CONB and will perform this work on a time and materials basis. Staff do not expect this project to exceed \$40,000.</p> <p>Due to the urgency in demonstrating permit and Consent Order compliance efforts to FDEP, this work began the week of January 22.</p>
BUDGET:	Budget report on 1/29/24 indicates an FY24 budget for Sewer Services, Improvements – Not Buildings (401-4335-535-60-63) of \$785,521.00. Current remaining balance is \$604,999.65.
RECOMMENDATION:	Approval of emergency award to Gruhn-May for the described work.
ATTACHMENT:	N/A



**Agenda Item #10H
Rejection of Bids
2024-01**

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

AGENDA ITEM:	Water Reclamation Facility – Rejection of All Bids for Wastewater Plant 2 Improvements
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	January 29, 2024
BACKGROUND:	<p>City of Neptune Beach entered into a consent order with Florida Department of Environmental Protection to correct violations of its wastewater permit, primarily regarding Total Nitrogen exceedances.</p> <p>CONB engaged Dewberry Engineers, Inc. in December 2021 to provide consent order support, and to provide planning, permitting, design, bid and construction phase services for Plant 2 modifications necessary to provide nitrogen removal capability. In addition, improvements would include bringing electrical up to code and out the flood plain.</p> <p>Pursuant to Neptune Beach Code Section 2-380, bids were opened on December 12, 2023, by the committee designated in said section. Bids ranged from \$7.6 – 8.4M, significantly higher than anticipated. In addition, long lead times for equipment are a concern for returning the system to compliance.</p> <p>Staff have worked with consulting engineers to identify alternatives, to include improvements at Plant 1 and returning Plant 2 to service. There may be a rebid for Plant 2 improvements at a future date which would include a reduced work scope.</p> <p>Pursuant to Neptune Beach Code Section 2-381, the committee recommends rejection of all bids.</p>
BUDGET:	N/A
RECOMMENDATION:	Reject all bids for CONB Bid No. 2024-01, Wastewater Treatment Facility Phase I Improvements.
ATTACHMENT:	Clerk’s Certifying Certificate Invitation and Notice Affidavit of Proof of Publication



CITY CLERK
CERTIFYING CERTIFICATE
PURSUANT TO SECTION 2-380, ORDINANCE CODE

I, Catherine Ponson, City Clerk for the City of Neptune Beach, Florida, do hereby certify and attest to the compliance of Section 2-380, Bid Advertising Procedures and Formalities for Opening Sealed Bids, Code of Ordinances, on the following bid:

Bid: 2024-01 Wastewater Treatment Facility Phase I Improvements
Advertisement Date: September 7, 2023
Opening Date: December 12, 2023, 2:00 P.M.
Location: City Hall, 116 First Street

Submitted herewith are the invitation, notice, and proof of the newspaper publication in the form of an affidavit by an authorized agent of the newspaper.

WITNESSETH my hand and the official seal of the City of Neptune Beach, Florida, this 31st day of January, 2024.



A handwritten signature in blue ink that reads "Catherine Ponson".

Catherine Ponson, CMC, City Clerk



**Request for Bids:
CONB BID NO. 2024-01
City of Neptune Beach Plant 2 Improvements**

The City of Neptune Beach is soliciting Bids for the rehabilitation of Plant 2, located at 2010 Forest Avenue Neptune Beach, Florida 32266.

**NON-MANDATORY PRE-BID CONFERENCE
October 03, 2023, at 10:00 A.M.
2010 Forest Avenue Neptune Beach, FL 32266**

Sealed Bids will be received until 2:00 p.m., on November 07, 2023, at Neptune Beach City Hall; 116 1st St., Neptune Beach, Florida 32266. No facsimile or email Bid will be accepted. Any Bid submitted after the time and date for receipt of Bid will be returned unopened. Bids will be opened, read aloud, and recorded promptly at 2:00 p.m. inside City Hall. The sealed Bid shall be mailed or delivered in person to:

**Mailing and Physical Address
City of Neptune Beach
City Clerk's Office
Attn: Catherine Ponson
116 1st St., Neptune Beach, FL 32266**

Request for Bid documents may be obtained from: City of Neptune Beach City Hall; 116 1st St., Neptune Beach, FL 32266 or by contacting Ryan Shaneyfelt, City of Neptune Beach Project Manager at pwbids@nbfl.us. Vendors registered with DemandStar.com, Inc. can download the CONB BID NO. 2024-01 at no cost from their website – www.demandstar.com.

The City of Neptune Beach reserves the right, which is understood and agreed to by all respondents, to waive any informality in or to reject any or all Bids if deemed to be in its best interest. The City also reserves the right to award a contract on such material(s) as the City deems will best serve its interests.

The City of Neptune Beach is committed to the opportunity for diversity in the performance of all City of Neptune Beach projects. All respondents are encouraged to make good faith efforts to ensure that women- and minority-owned businesses are given the opportunity for maximum participation in the supply and/or construction of the Bid components.

**CITY OF NEPTUNE BEACH
DEPARTMENT OF PUBLIC WORKS
RYAN SHANEYFELT, SENIOR PROJECT MANAGER**

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Telephone: Ryan Shaneyfelt: (904)270-0069.

CITY OF NEPTUNE BEACH
116 First Street,
Neptune Beach, Florida 32266

Title: WASTEWATER TREATMENT FACILITY PHASE 1 IMPROVEMENTS

Bid Opening Date & Time: Tuesday December 12, 2023, 2:00P.M. (local time)

Addendum #: Eight (8)

This addendum is for the purpose of: Changing the bid due date and opening date. Due to the complexity of the project and the large addendum issued we will be pushing the bid due date and opening by one (1) week. This is to give all bidders ample time to thoroughly prepare their respective bids with the newest information included in the last addendum. The new Bid due date will be Tuesday December 12, 2023, 2:00P.M. (local time)

Date: November 28, 2023

**THE BEACHES LEADER/
PONTE VEDRA LEADER**
Published Weekly
Jacksonville Beach, Duval County, Florida
STATE OF FLORIDA
COUNTY OF DUVAL

Before the undersigned authority personally appeared **Aline Bailey**, who on oath says that she is an **Authorized Agent of The Beaches Leader/Ponte Vedra Leader**, weekly newspapers published at **Jacksonville Beach** in Duval County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter of:

**Request for Bids
CONB Bid No. 2024-01
City of Neptune Beach
Plant 2 Improvements
Non-Mandatory Pre-Bid Conference
October 03, 2023**

was published in said newspaper in the issues of:

September 7, 2023

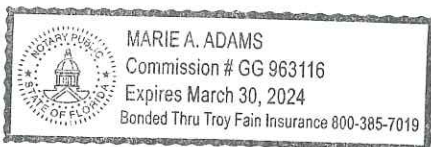
Affiant further says that the said **The Beaches Leader/Ponte Vedra Leader**, newspapers published at **Jacksonville Beach**, in said **Duval and St. Johns Counties**, Florida, and that the said newspaper has heretofore been continuously published in said **Duval and St. Johns Counties**, Florida, each week and has been entered as periodicals matter at the post offices in Jacksonville Beach, Atlantic Beach, Jacksonville and Ponte Vedra Beach, in said **Duval and St. Johns Counties**, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Aline Bailey

(Signature of Affiant)
7th day of **September 2023** by

Marie Adams
(Signature of Notary Public)

who is personally known to me.



(Print, Type, or Stamp Commissioned Name of Notary)

**Request for Bids:
CONB BID NO. 2024-01
City of Neptune Beach
Plant 2 Improvements**

The City of Neptune Beach is soliciting Bids for the rehabilitation of Plant 2, located at 2010 Forest Avenue Neptune Beach, Florida 32266.

**NON-MANDATORY PRE-BID
CONFERENCE**

**October 03, 2023, at 10:00 A.M.
2010 Forest Avenue
Neptune Beach, FL 32266**

Sealed Bids will be received until 2:00 p.m., on November 07, 2023, at Neptune Beach City Hall; 116 1st St., Neptune Beach, Florida 32266. No facsimile or email Bid will be accepted. Any Bid submitted after the time and date for receipt

of Bid will be returned unopened. Bids will be opened, read aloud, and recorded promptly at 2:00 p.m. inside City Hall. The sealed Bid shall be mailed or delivered in person to:

**Mailing and Physical Address
City of Neptune Beach
City Clerk's Office
Attn: Catherine Ponson
116 1st St., Neptune Beach, FL 32266**

Request for Bid documents may be obtained from: City of Neptune Beach City Hall; 116 1st St., Neptune Beach, FL 32266 or by contacting Ryan Shaneyfelt, City of Neptune Beach Project Manager at pw bids@nbfl.us. Vendors registered with DemandStar.com, Inc. can download the CONB BID NO. 2024-01 at no cost from their website - www.demandstar.com.

The City of Neptune Beach reserves the right, which is understood and agreed to by all respondents, to waive any informality in or to reject any or all Bids if deemed to be in its best interest. The City also reserves the right to award a contract on such material(s) as the City deems will best serve its interests.

The City of Neptune Beach is committed to the opportunity for diversity in the performance of all City of Neptune Beach projects. All respondents are encouraged to make good faith efforts to ensure that women- and minority owned businesses are given the opportunity for maximum participation in the supply and/or construction of the Bid components.

**CITY OF NEPTUNE BEACH
DEPARTMENT OF PUBLIC WORKS
RYAN SHANEYFELT, SENIOR
PROJECT MANAGER**

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Telephone: Ryan Shaneyfelt: (904)270-0069.

BL 9/7/23