



AGENDA
Regular City Council Meeting
Monday, November 6, 2023, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

2. AWARDS / PRESENTATIONS/ RECOGNITION OF GUESTS
 - A. Military Recognition of Neptune Beach Police Officers:

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

3. APPROVAL OF MINUTES: **October 16, 2023, Special City Council Meeting** p. 3
October 16, 2023, Workshop City Council Meeting

4. COMMENTS FROM THE PUBLIC

5. COMMUNICATIONS AND CORRESPONDENCE p. 10

6. CONSENT AGENDA / NONE

7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE

8. ORDINANCES
 - PH A. ORDINANCE NO. 2023-10, SECOND READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida Amending And Revising Chapter 27, Unified Land Development Regulations; Revising the Following Articles: Article XIII- Parking and Loading, Section 27-541, Payment In-Lieu Of Providing Off-Street Parking in the Central Business District; Providing Severability; Providing for Repeal of Laws in Conflict; and Providing for an Effective Date p. 16

 - PH B. ORDINANCE NO. 2023-11, FIRST READ AND PUBLIC HEARING. An Ordinance by the City of Neptune Beach Amending Part II, Code of Ordinances, Chapter 27, Unified Land Development Regulations, Article I, General, Definitions; Article III, Administrative and Enforcement Procedures, Division 8. Variances, and Chapter 30, Floodplains; Providing Severability; Providing for Repeal of Laws In Conflict; and Providing for an Effective Date. p. 26

9. OLD BUSINESS
 - A. Request to Purchase Section of Right-of-Way (Kings Circle S/Marsh Point Rd/Florida Blvd) p. 90

10. NEW BUSINESS
 - A. Consideration of Approval of Pete's Thanksgiving Day Event-November 23, 2023 p. 180

 - B. Consideration of Approval of Pete's 90th Anniversary Celebration Event – December 16, 2023 p. 202

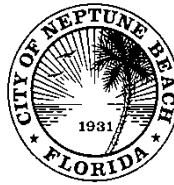
C.	<u>RESOLUTION NO. 2023-14</u> , A Resolution Establishing Payment In-Lieu of Providing Off-Street Parking in the Central Business District and Providing an Effective Date.	p. 212
D.	<u>RESOLUTION NO. 2023-15</u> , A Resolution Authorizing Adoption of Statewide Mutual Aid Agreement	p. 214
E.	Consideration of Approval of Proposed Second Amendment to Water Tower Lease Agreement between City of Neptune Beach and Verizon Wireless	p. 229
F.	Public Works Department Update	p. 238
11.	<u>COUNCIL COMMENTS</u>	
12.	<u>ADJOURN</u>	



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

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

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



**MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, OCTOBER 16, 2023, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, October 16, 2023, 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
Police Chief Michael Key
Chief Financial Officer Jaime Hernandez
Senior Center Director Leslie Lyne
Community Development Director Heather Whitmore
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Brown called the meeting to order at 6:00 p.m. The Pledge of Allegiance was led by Neptune Beach Boy Scout Troop 40.

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Key.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

- September 5, 2023, Special City Council Meeting**
- September 5, 2023, Regular City Council Meeting**
- September 18, 2023, Special City Council Meeting**
- September 18, 2023, Workshop City Council Meeting**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown
Noes: 0

MOTION CARRIED

PUBLIC COMMENTS / NONE

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE

ORDINANCES

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

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

Community Development Director Heather Whitmore explained that this is the payment in-lieu of parking ordinance that had been discussed at the September 18, 2023, Council Workshop. This ordinance reflects all of the changes discussed at that meeting. The purpose of the ordinance is to establish a flat rate fee calculation for the payment fee-in-lieu of parking program in the Central Business District. The ordinance expands how those fees may be utilized and limits the use of funds to the Central Business District. Specifically, the ordinance permits funds to spent to support a variety parking and transportation improvements in the Central Business District.

Ms. Whitmore stated that the ordinance revises the payment terms to require a first payment of 50% of the total fee prior to issuance of a building permit or the first certificate of occupancy (whichever comes sooner) and provides that the 50% balance of the amount due may be paid in equal monthly payments plus prime rate for up to two years.

City Attorney Zachary Roth confirmed Vice Mayor Chin’s statement that the language is what the city wants because it states the city may request a waiver. It does not obligate the city to grant the payment in-lieu of parking fee. It was also confirmed that the language is sufficient to levy new fees if the use increases and parking requirements increase.

Councilor Messinger asked if these funds would go into an enterprise-style fund.

Chief Financial Officer Jaime Hernandez stated that the funds would go into a special revenue fund to be set aside for a specific purpose.

Made by Messinger, seconded by Key.

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

Roll Call Vote:
 Ayes: 5-Livingston, Messinger, Key, Chin, and Brown
 Noes: 0

MOTION CARRIED

NEW BUSINESS

Variable Frequency Drive Panel Installation Return and Waste Sludge Pumps Variable Frequency Drive Panel Installation. Public Works Director Deryle Calhoun explained that variable frequency drive panels control various processes within the wastewater plant. A new panel has been purchased and Miller Electric Company through a City of Jacksonville piggyback contract, has provided a quote for the installation of not-to-exceed \$28,000.00

Made by Messinger, seconded by Chin.

MOTION: TO APPROVE INSTALLATION OF THE VARIABLE FREQUENCY DRIVE PANEL IN THE AMOUNT NOT TO EXCEED \$28,000.00 TO MILLER ELECTRIC COMPANY

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Request for Inclusion

Request for Inclusion for FDEP Wastewater State Revolving Fund (Wastewater System Improvements). Mr. Calhoun explained this is a request to be included for the FDEP November 2023 meeting for a loan for projects including another gravity sewer of 3rd Street and an extension of the Florida Boulevard force main to the wastewater treatment plant.

Made by Chin, seconded by Messinger.

MOTION: TO APPROVE STAFF AND CONSULTING ENGINEERS TO UPDATE THE REQUEST FOR INCLUSION FOR SUBMITTAL

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

3rd Street Gravity Sewer Project

Engineering Services for 3rd Street Redundant Gravity Sewer. Mr. Calhoun explained this for the engineering services for the gravity sewer project approved on September 5, 2023. J. Collins Engineering has a current continuing services contract with the City. He presented an image of an estimated 85% blockage of our wastewater pipe crossing 3rd Street.

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE/AWARD RECOMMEND TO J. COLLINS ASSOCIATES IN THE AMOUNT OF \$35,950.00

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

FOP Contract

Agreement between The Florida State Lodge, Fraternal Order of Police, Inc., and the City of Neptune Beach.

Councilor Messinger pointed out that there had been discussions and meetings on these agreements. This is the final procedural item to quantify the agreements. There have been a lot of staff hours and negotiations to reach this point.

Made by Messinger, seconded by Chin.

MOTION: TO APPROVE THE CONTRACT BETWEEN THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE AND THE CITY OF NEPTUNE BEACH

Roll Call Vote:
Ayes: 5-Messinger, Key, Livingston, Chin, and Brown
Noes: 0

MOTION CARRIED

Local 630 Contract Agreement between Northeast Florida Public Employee’s Local 630 and the City of Neptune Beach.

Made by Chin, seconded by Messinger.

MOTION: TO APPROVE THE CONTRACT BETWEEN THE NORTHEAST FLORIDA PUBLIC EMPLOYEE’S LOCAL 630 AND THE CITY OF NEPTUNE BEACH

Roll Call Vote:
Ayes: 5- Key, Livingston, Messinger, Chin, and Brown
Noes: 0

MOTION CARRIED

Res. No. 2023-12, CDB Members Resolution No. 2023-12, Appointing Members to the Community Development Board. Mayor Brown explained this resolution appoints members to the Community Development Board. All of the Council members have received and reviews the application.

Made by Chin, seconded by Key.

MOTION: TO APPROVE RESOLUTION NO. 2023-12, APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD, WHICH MOVES ALTERNATE MEMBER ANTHONY MAZZOLA UP TO REGULAR MEMBER, APPOINTS CORRINE BYLUND AS REGULAR MEMBER AND APPOINTS LYNDA PADRTA AS ALTERNATE MEMBER

Roll Call Vote:
Ayes: 5- Livingston, Messinger, Key, Chin, and Brown
Noes: 0

MOTION CARRIED

Res. No. 2023-13, SRF Loan Resolution No. 2023-13, State Revolving Fund Loan. Mayor Brown stated that this resolution corrects a previous resolution to include additional required information.

Made by Messinger, seconded by Key.

MOTION: TO ADOPT RESOLUTION NO. 2023-14, AUTHORIZING STATE REVOLVING LOAN APPLICATION

Roll Call Vote:
Ayes: 5-Messinger, Key, Livingston, Chin, and Brown
Noes: 0

MOTION CARRIED

Adjournment

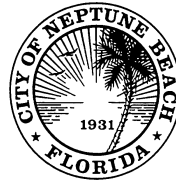
There being no further business, the meeting adjourned at 6:24 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
WORKSHOP CITY COUNCIL MEETING
IMMEDIATELY FOLLOWING THE SPECIAL MEETING
MONDAY, OCTOBER 16, 2023, 6:24 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, October 16, 2023, at 6:24 p.m., in Council Chambers, 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
Chief Financial Officer Jaime Hernandez
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
Police Chief Michael Key
Community Development Director Heather Whitmore
City Clerk Catherine Ponson

Call to Order/Roll Call

Mayor Brown called the workshop meeting to order at 6:24 p.m.

Mayor Brown reported that in the recent budget passed by the City of Jacksonville, \$8 million was approved for Hopkins Creek Drainage Constructions. City staff and lobbyist Jim Gilmore had attended budget committee meetings and answered questions regarding the project at those meetings.

TIP Committee

Mayor Brown advised there would be an upcoming Transportation and Infrastructure Planning Committee meeting in the form of a Special Workshop on SB 64 and also include Complete Streets.

Proposed Ordinance

Proposed Ordinance, Floodplain Regulations. Community Development Director Heather Whitmore reported that the city had been working on the Community Rating System (CRS) update. This must be completed to bring insurance rates down. It is a National Flood Insurance Program (NFIP) which the City is a participant. The city has a rating of 8 currently.

Ms. Whitmore advised that part of what is needed is bringing the City's floodplain ordinance up to date to meet minimum NFIP standards, CRS standards, and Florida Department of Environmental Management (FDEM) model code minimum standards.

Ms. Whitmore stated that what is being presented is not regulatory for the community but more technical and is required.

Ms. Whitmore reviewed the required updates, which include moving flood hazard regulatory definitions must be moved from Chapter 27, Land Development Regulations, to Chapter 30, Floodplains. She added that the entire ordinance would be presented on November 6, 2023.

COUNCIL COMMENTS

Council
Comments

Councilor Messinger commented that the city brought on lobbyist Jim Gilmore who has already been successful. It has worked out well not just for the COJ approval announced earlier but looking at creating long-term revenue streams on recapturing existing tax dollars and keeping more in Neptune Beach. He wanted to point out the value of having Mr. Gilmore along with working with staff.

Vice Mayor Chin requested City staff look into the city becoming more proactive about enforcing City Codes like the noise ordinance or anything that would disturb residents. He would like staff to work up ways to start addressing this issue.

Councilor Key commented that the grease image in the pipe presented at the Special Meeting would make a great social media post for educating residents.

Councilor Messinger stated that the city has been proactive in some matters, particularly with the businesses that have not been good partners in the community. He agrees we need to continue to pursue those issues. He thanked staff and the Police Department for steps taken so far. We need to protect what we have.

Adjournment

There being no further business, the workshop meeting adjourned at 6:35 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager Report to Council (11/06/23 Regular Meeting)

October 24, 2023

Police Department/Chief Key

General Operations/News:

- The Florida Police Chief's Association recently held a phone conference with Gov. DeSantis, Attorney General Ashley Moody, and others in reference to the crisis in Israel. We are closely monitoring and in line with best practices. NBPD has positioned our officers at our local schools while not out on patrol or on calls.
- E-bike Safety Campaign is still ongoing. We just visited NBE with a huge attendance on 10/04; FHS is still pending.
- Police Officer hiring is active, and candidates are being vetted.

Grants:

- Firehouse Subs Public Safety Foundation Grant Award Presentation is scheduled for Wednesday, 10/25 @ our Firehouse Subs 233 3rd St. All our Welcome. Chief Key is speaking.
- Opioid grant settlement is in process.

Budget/Finance:

- Credit card login issue unresolved.
- Garber F-150 check unresolved.
- Investigative fund replenishment unresolved.
- Animal Control salary budget incorrect.

Noteworthy cases:

- Recent arrest for a large insurance embezzlement case
- Captured a fugitive wanted for child abuse.
- Fentanyl death investigation from early Jan. 23' is still ongoing, and we are now pursuing the case with the JSO overdose squad.

Community Outreach/Special Events:

- Blue Angels Air Show – 10/21 & 22. No noteworthy events. Overall, well attended, and smooth event.
- FL/GA Game this weekend – 10/28/23
- Halloween – 10/31. Public safety messaging to start 10/27.
- Chiefs Walk – Postponed until November
- Movies w/ the Mayor – postponed TBA
- Pete's Thanksgiving - 11/23rd
- Pete's 90th anniversary- 12/16th
- Christmas Tree lighting – TBA
- Christmas Parade – TBA
- Santa Thru Town – 12/23 – Subject to change
- Christmas in the Park – TBA

Mobility Management:

- Regions Bank City Employee Parking sign galvanized poles ordered. Awaiting delivery and then installation.
- Bank of America Paid Parking "nook" being incorporated into program.
- New hire pending background clearance. The tentative start is next week.

IT Administration/Ricardo Pizarro

Internet Circuit updates

- Will be moving from a coax ISP to fiber.
- ISP will cover all construction costs over a 5 yr. term.
- Eliminate 2 connections we currently are paying for to reduce costs.

Will be including dark fiber between sites not associated with a fiber ISP.

- 6 strand 10GB to both WW and Senior Center to cover Camera connectivity and data.
- Waiting on a secondary quote from another vendor

Will be introducing Private LTE for areas with limited access/resources.

- Remote location (water tower, Neptune house, police cruisers, mounted LPRS, sensors, anything needing secure access)
- Allow end users to connect to resources without VPN.

Cameras Updates

- Meet with Bates - they determined that the original quote was not sufficient hardware for the needs of our environment.
- Meet with Bates Cloud Vendor - They have options to include features we are looking for; however, waiting on the full demo and cost for enterprise licensing.
- Meet with Axis - Provided a quote based on existing site survey - includes all hardware necessary.

** HOPEFUL ESTIMATE** Will be able to roll out the camera system within the next 90-120 days

Door Access

- Recently updated NBCH and was a success.
- Will be moving next to Public Works, beginning with Water, then Admin.

Ticketing System

- Ryan and I are completing the ticketing system to maintain and organize requests for metrics.
 - Manage Assets
 - Cloud-based.
 - SLA metrics
 - Self Service Portal

- Video Walkthroughs (thank you Ryan)

Senior Activity Center/Leslie Lyne

- CDBG Contract 2023-2024 \$48,000 APPROVED
- Event Stats YTD October 112 Total Events
- Services Delivered YTD 169 Unduplicated Individuals
- Tables ordered Estimated arrival late October.
- Status Report to Eckstein Charitable Trust Grant expended.
- Day Trips December 2023 & March 2024
- Fundraisers Travel & Grants YTD \$11,200+\$48,000(CDBG)
- Presenter at FSCJ Community Wellness Summit Friday, October 27, 2023
- Developing new opportunities and event schedules for new building
- City Wide to perform construction cleaning on inside of building when outdoor construction is completed-disinfect, sanitize, seal & polish flooring w3week of November 6
- Soft Opening December 4, 2023
- Preparing for Open House scheduled Saturday, December 9, 2023, 3p-5p with community partners.
- Recognition plaque for the Eckstein Foundation's \$235K donation for porch construction

Finance Department/ Jaime Hernandez

- FY 2021-22 Audit is in progress. Will continue until mid-December 2023.
 - The goal is to present Financial Statements in front of the City Council in January 2024.
 - Pulling documentation for the auditors
 - That should provide the finance department with the opportunity to engage Purvis Grey to conduct the audit for FY2022-23 in the required time.
 - Although it will be very tight, the goal is to present financial reports to the City Council by the end of June 2024.
- Closing FY 2022-23, the goal is to get ahead by processing, cleaning, and posting all financial transactions to have a workable trial balance for the auditors early next year.
- Working to find out the requirements to adopt the revenue replacement clause to realize ARPA revenues for FY 21-22, or FY 2022-23.
- Started conversations with banks to explore additional banking options for the city.

Parks and Sustainability/Colin Moore

- Coordinating with Public Works on State Funding Request for culvert replacements at Bay St and Davis St
- Grant contract for City Hall and Police Department generators is being finalized by Florida Division of Emergency Management

- After the sea turtle nest at Hopkins St was vacated, the Beach Volleyball nets were reinstalled on Oct 19
- First phase of Jarboe Park baseball field refurbishment will be completed by the end of November
- Conduit for a new pump for Jarboe Park ponds has been installed – skid for the pump has been fabricated by Public Works. Pump components will be ordered in November
- Penman Road presentation/public meeting for Neptune Beach City Council will be coordinated with COJ Public Works for future workshop
- Coordinating with the City Manager’s Office and Police Department for multiple December events

Community Development Department/Heather Whitmore

1. Items for Council November 6th
 - a. Floodplain Ordinance rewrite (First Read)
 - b. Parking Fee in lieu Ordinance (Second Read)
 - c. Parking Fee in lieu resolution
 - d. Weird Alley (Discussion)
2. Items for Council November 20th
 - a. Nothing so far
3. CDB October 11th
 - a. Subcommittee meetings:
 - i. Historic Preservation
 - ii. Code
 - b. 2307 Marsh Point Road “Immerse Spa” Development Plan
4. Preparing Cases to take to Code Magistrate
 - a. 2038 Cherokee Dr: Boat and Vehicles in the front yard repeat violation post Magistrate
(there are other violations that we are not taking to the Magistrate at this time, such as abandonment, unsafe structure, pool safety, vegetation, and possible vermin.)
 - b. 705 Neptune Ln: Parking commercial vehicles in the front yard repeat violation post-Magistrate

Public Works Department/Deryle Calhoun

Water Consumptive Use Permit (CUP) and New Well 5

- Consultant submitted CUP permit modification to St. Johns River Water Management District (WMD) for the addition of Well 5. WMD has previously visited the plant site and agrees with the proposed location.
- Subcontractors began survey and subsurface work to identify pipes, etc. for locating Well 5

- **Progress meeting with consultant was held 10/12. Some additional field work is required for locating new well.**

Water Plant and Grid

- Well 1 new pump installed, bacteriological samples passed and well is back online.
- One employee assigned fire hydrant painting, flushing (annually), and flow testing (every five years for ISO certification with FD)
- Working to reestablish a backflow certification program and communication with residents.
- **Lead service lines FDEP SRF loan application – additional information provided to FDEP.**

Wastewater Plant 2 Upgrades for Nitrogen Removal

- Bid opening scheduled for 11/07
- **Addendum to the bid package for structural and clarifier improvements was sent out late; as a result, the bid opening is pushed out two weeks to 11/21.**
- Pre-bid walk-through for contractors held 10/03
- Construction schedule will require a consent order modification; requested consultant to begin that conversation with FDEP.

Wastewater Grid

- Redundant 3rd Street Crossing – Geotechnical work 10/09 was delayed due to Fletcher homecoming parade; **as of 10/19 consultant still waiting on FDOT lane closure analysis.**
- **Engineer proposal was approved by the city council on 10/16.**
- Existing 3rd Street pipe was cleaned and televised, a large grease blockage was found, and outreach to residents on proper grease disposal is planned; **one additional run into the pump station was completed. Manholes are in need of rehabilitation.**
- Lining of wastewater pipeline crossing 3rd at Myrtle completed. **Discussing with contractor potential grouting of settlement in road.**
- Florida Blvd force main extension to plant – surveyor identified.
- Meeting with engineering consultant to understand State FDEP loan application requirements.

Senate Bill 64

- FRWA has begun legislative outreach regarding expected costs to comply
- Annual report to FDEP on compliance progress is due 11/01

Senior Center Improvements

- **Occupancy still on for end of October**
- **One final issue with the handrail on-ramp**
- **Final inspection and payment in mid-November when the contractor returns from vacation.**

Water Tower Repairs and Maintenance

- First phase of work is complete.

- ROW permit has been approved by DPW and PD
- **Contractor performing blasting/painting has fully mobilized.**
- Current plans are to work to some degree on weekends; the contractor's current schedule indicates a 12/31 completion.

City Hall Roof Replacement

- Contractor will utilize all parking spaces on the south and west sides of City Hall. Five of the seven spots will open nightly; PD/Parking Enforcement will handle opening and closing of the spots daily.
- Sub-contractor mobilized 10/09 for solar panel removal.
- **Expected completion was 11/10, now two weeks ahead of schedule**

Human Resources/Jillian McCann

- Open Enrollment: Wednesday, October 25th through Friday, October 27th
- I am working with Finance to straighten out departments and positions within the system before moving to another HRIS/ payroll system.
- I am still working on PTO/ Comp time audits to ensure accuracy before moving systems.
- I am meeting with Paycor to start implementation.
- Recruiting for Lead Wastewater Operator, Communications Content Coordinator, and Police Officers.
- I am starting to coordinate a Thanksgiving luncheon for all city employees.
- Identifying the changes within the personnel policy and start marking policies that need to be revised or updated



**Agenda Item 8A
Ord. No. 2023-10
Payment In-Lieu of Parking**

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

AGENDA ITEM:	Payment In-Lieu of Parking Ordinance Update
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	November 1, 2023
BACKGROUND:	<p>LDC Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” provides an opportunity for the owner of a property to request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540.</p> <p>The purpose of this ordinance is to establish a flat rate fee calculation for the payment fee-in-lieu of parking program in the Central Business District. The ordinance expands how those fees may be utilized, and limits the use of funds to Central Business District. Specifically, the ordinance permits funds to spent to support a variety parking and transportation improvements in the Central Business District.</p> <p>Lastly, the ordinance revises the payment terms to require a first payment of 50% of the total fee prior to issuance of a building permit or the first certificate of occupancy (whichever comes sooner), and provides that the 50% balance of the amount due may be paid in equal monthly payments plus prime rate for up to two (2) years.</p> <p>**Agenda Item 10C is Resolution No. 2023-14, Establishing the Fees for Payment In-Lieu of Off-Street Parking</p>
BUDGET:	Fees collected under the “Payment in-lieu of providing off-street parking program” will go into a dedicated spending account for parking and transportation improvements in the Central Business District.
RECOMMENDATION:	Adopt Ordinance 2023-10, Enacting the payment in-lieu of off-street parking program
ATTACHMENT:	<ol style="list-style-type: none"> 1. Business Impact Estimate provided in accordance with Section 166.041(4), Florida Statutes. 2. Ordinance 2023-10, with Exhibit A: Proposed revised LDC Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” in strikethrough and underline:



Business Impact Estimate

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

Proposed ordinance's title/reference:

Ordinance 2023-10

Amending Chapter 27 Unified Land Development Code Article VIII Parking and Loading, Section 27-541 "Payment in-lieu of providing off-street parking in the Central Business District"

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

¹ See Section 166.041(4)(c), *Florida Statutes*.

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

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

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

The proposed ordinance revises Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” by:

- Allows payment in-lieu of providing off-street parking funds to spent to support a variety parking and transportation improvements in the CBD

-Establishes deposit and payment arrangement terms

- Establishes a flat rate fee calculation for the payment fee-in-lieu of parking, replacing the existing cost of construction method of computation

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) For those businesses that request to make a payment in-lieu of providing off-street parking in the CBD, the direct compliance costs that business shall be satisfied as determined by the Community Development Department fee adopted by separate City Council resolution;

(b) The existing ordinance already establishes a payment in-lieu of providing off-street parking in the CBD. This is not a new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and

(c) None.

Regarding each of the above, the estimated revenues will be determined by the resolution adopted to implement the fee provisions of this ordinance. Only business who seek to avail themselves of the rights granted in this ordinance will incur any costs.

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

All businesses in the incorporated City limits located in the Central Business District. All future business to be located in the Central Business District. The exact number of businesses is unknown. The number of businesses in the Central Business District is estimated to be less than 100. The provisions of this ordinance are not mandatory and therefore will only impact businesses who seek to avail themselves of the option contained therein.

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

The provisions of this ordinance are not mandatory and therefore will only impact businesses who seek to avail themselves of the option contained therein.

INTRODUCED BY:

MAYOR BROWN



ORDINANCE NO. 2023-10

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27 UNIFIED LAND DEVELOPMENT REGULATIONS; REVISING THE FOLLOWING ARTICLES: ARTICLE XIII - PARKING AND LOADING Section 27-541 PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City has received feedback from residents and stakeholders that it should be a priority to preserve the unique character of Neptune Beach through this process; and

WHEREAS, development contrary to the desires of residents, stakeholders, and the City Council would undermine the planning efforts undertaken and create irreparable harm to the scheme of development sought within the City; and

WHEREAS, prior efforts inconsistent with such desires, including costly litigation, could have been mitigated had the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances contained provisions designed to clarify matters and protect the interests of the City and its residents; and

WHEREAS, the City Council previously adopted a new comprehensive plan; and

WHEREAS, the City Council subsequently undertook a process to analyze, revise, and refine the land development regulations contained in Chapter 27 of the City's Code to meet the goals set forth above and to ensure compliance with the comprehensive plan; and

WHEREAS, the City Council has hired the services of Dover, Kohl & Partners, an award-winning planning firm, to assist with the comprehensive plan and land development regulation revision process; and

WHEREAS, the information received from such efforts was used to develop proposed revisions to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances; and

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

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

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

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

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

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

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

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

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

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this 16th day of October, 2023.

SECOND AND FINAL READING TO BE HELD ON NOVEMBER 6, 2023

Exhibit A

Article XIII

Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.

In order to facilitate the improvement and redevelopment of properties in the Central Business District (CBD) in a manner that is consistent with the existing character of the neighborhood, the owner of a property may request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. Any required ADA spaces must still be provided on-site. Requests to use the payment-in-lieu of parking fee for alternative compliance with the off-street parking requirements shall be submitted to the community development department and may be reviewed by the Community Development Board and the Community Development Director, as applicable.

- (a) ***Fee calculation.*** The amount of the payment to the payment-in-lieu of parking program will allow the City of Neptune Beach to acquire land, finance, design, construct, and carry out maintenance and repairs to public parking facilities; and to perform other necessary and desirable actions to provide improvements to public off-street parking facilities, and to promote parking alternatives and nonvehicular transportation. The amount of the payment shall be a flat amount per space as established by resolution of the city council shall be determined by the average cost to the city for the construction of a parking space in a parking structure or parking area on a program wide basis which shall be determined by the director of finance in coordination with the public services director and the community development director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal, engineering, actual construction, and permit review and inspection. Additionally, the fee shall be calculated and paid for all required parking spaces for the use to receive a reduction in the number of parking spaces required.
- (1) ***New construction and existing structures substantial improvements, payment in full required.*** For new construction and expansion, alteration or rehabilitation, or change of use of an existing structure that results in an increased parking requirement as determined in accordance with the Code substantial improvements to existing construction as defined in section 27-15, the Payment in-Lieu of Parking fee shall be satisfied by two (2) equal payments as determined by the Community Development Department fee adopted by separate City Council resolution and updated from time to time. The first payment of 50% of the total fee shall be made to the Community Development Department prior to issuance of a building permit for a principal building or structure on the lot. The second payment shall be made prior to the issuance of a building permit for construction of a principal building or structure on the lot or the first certificate of occupancy (whichever comes sooner). New construction and substantial improvements to existing construction shall not be qualified to participate in a payment in lieu of parking fee agreement. The 50% balance amount due may be spread out into paid in equal monthly payments for up to two (2) years pursuant to the agreement requirements and payment plan detailed in subsections (b) and (c) below.
- (2) ***Existing structures.*** When expansion, alteration or rehabilitation, or change of use of an existing structure which does not meet the definition of a substantial improvement to

~~existing construction as defined in section 27-15 results in an increased parking requirement as determined in accordance with the Code, the in-lieu fee shall be satisfied by one of the following methods:~~

~~a. Two (2) equal payments as set by the Community Development Department fee schedule as adopted from time to time by resolution (certificate of use shall be substituted for certificate of occupancy for change of building use triggering an increase in parking requirements). Applicants who are required to contribute in lieu of one (1) parking space must pay in full prior to the issuance of a certificate of use or a certificate of occupancy (whichever comes sooner).~~

~~b. For applicants qualified to participate in an in-lieu of parking fee agreement, the amount due may be spread out into monthly payments for up to two (2) years pursuant the agreement requirements and payment plan detailed in subsections (b) and (c) below.~~

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- (b) ~~**In-lieu of parking fee agreement.** Existing structure applicants who are required to contribute in lieu of two (2) or more required parking spaces but will not pay the entire in-lieu fee due prior to issuance of the certificate of occupancy or certificate of use, must enter into an in-lieu of parking fee agreement with the city.~~ The executed agreement shall be recorded by the community development department prior to the issuance of the building permit or certificate of occupancy or certificate of use, as applicable. The obligations imposed by the agreement shall constitute a restrictive covenant upon a property, and shall bind successors, heirs and assigns in favor of the city. The restrictive covenant shall be released by the city only upon full payment of the in-lieu parking fees due. In-lieu of parking fee agreements shall only be made between the city and the owner(s) of the subject property.
- (c) **Fee collection for monthly payment plan.** The first fee payment for applicants entering into an in-lieu of parking fee agreement shall be paid to the Community Development Department prior to the issuance of a building permit for construction of a principal building or structure on the lot. If no building permit is needed, the first payment shall be due and paid to the Community Development Department at the time the certificate of use, or certificate of occupancy (if required) is issued. The remaining amounts shall be paid in no more than twenty-four (24) monthly payments due on the first day of the first ~~month, including month following the initial 50% payment, including plus~~ interest ~~calculated~~ in the amount of ~~five (5)~~ prime rate percent per annum, until the city has received payment in full of the remaining balance. The prime rate shall be determined at the time of execution of the parking fee agreement and shall be based on the rate established by the Wall Street Journal. If such rate is not available, the city may use such other source as it determines appropriate in its reasonable discretion.
- (d) **Administration.** The Community Development Department shall administer the collection of in-lieu funds. The finance department shall administer the collection of monthly fees for applicants entered in an in-lieu of parking fee agreement using information provided in writing by the Community Development Department. Additional payments and procedures for late payments and failure to pay penalties shall be established within the in-lieu of parking fee agreement.

- (e) ***Deposit of payment-in-lieu program funds.*** Funds generated through the in-lieu fee program shall be deposited in the payment-in-lieu of parking fund, which may consist of one or more city accounts specifically established to provide parking and related transportation improvements within the ~~payment-in-lieu-Central Business District, districts and adjacent priority parking districts. The Mobility Management Director and the Community Development Board shall maintain a map which identifies priority parking districts, areas which are strategically located to provide future parking that is within walking distance of the Central Business District.~~
- (f) ***Use of payment-in-lieu program funds.*** The fee collected in the payment-in-lieu fund shall be used to fund the following activities ~~in order to~~ which support the ~~development, regulation, maintenance, and operation of facilities and programs for the benefit of parking and traffic in the Central Business District~~ provision of parking structures and facilities in commercial districts and for institutional uses:
- (1) Acquire, construct, or develop off-street and on-street parking and related facilities;
 - (2) Fund the capital costs associated with new, upgraded, or expanded off-street parking areas serving land uses within the priority parking districts.
 - (3) Acquisition of land for present and future mobility improvements or interim parking uses; or
 - (4) Reimburse capital costs or advances, or related financing costs, for spaces in existing facilities or to be constructed which are designated or set aside for the program.
 - (5) Perform necessary and desirable actions to provide safe, well-marked, accessible, and/or clean public off-street parking facilities.
 - (6) Promote nonvehicular transportation and transit.
 - (7) Promote parking alternatives, such as park and ride, or ride sharing.
 - ~~(4)~~(8) Nothing herein shall be deemed to require the city to undertake the acquisition, construction, expansion, or development of any particular off-street parking facility.



**Agenda Item 8B
Ord. No. 2023-11
Floodplain Regulations**

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

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

	<ul style="list-style-type: none"> ii. Insert “Special provisions where floodplain variances are sought for historically significant properties” from LDC Section 27-151 e. Section 30-10: “Building and structures.” <ul style="list-style-type: none"> i. State that manufactured homes are not permitted in the Special Flood Hazard Area (SFHA) ii. Manufactured homes are not permitted in Neptune Beach f. General <ul style="list-style-type: none"> i. Remove all references to floodway because Neptune Beach does not have any regulatory floodways
BUDGET:	NA
RECOMMENDATION:	Approve first reading and forward for second reading
ATTACHMENT:	<ol style="list-style-type: none"> 1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes. 2. Ordinance 2023-04 with Ex A. Revised LDC Chapter 27 Unified Land Development Regulations Article I: Section 27-15 “Definitions” , Strikethrough and Underline Revised Chapter 27 - Unified Land Development Regulations Article III “Administrative and Enforcement Procedures”: Division 8. Variances: Section 27-150 and 27-151, Strikethrough and Underline Revised Chapter 30: Floodplains, Strikethrough and Underline



Business Impact Estimate

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

Proposed ordinance's title/reference:

Ordinance 23-04

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

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

¹ See Section 166.041(4)(c), *Florida Statutes*.

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

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

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

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

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

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

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

(b) None

(c) None.

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

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

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

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

INTRODUCED BY:



ORDINANCE NO. 2023-11

A BILL TO BE ENTITLED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING SCHEDULED FOR NOVEMBER 6, 2023

Sec. 27-15. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

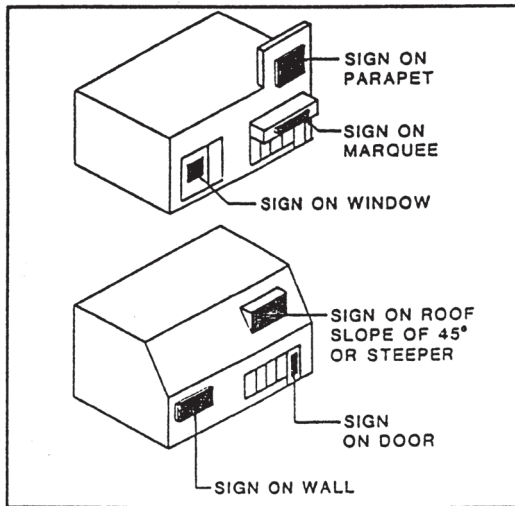


Figure 27-576-1

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

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

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

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

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

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

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

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

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

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

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

Capital improvements element means that part of the comprehensive plan.

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

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

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

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

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

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

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

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

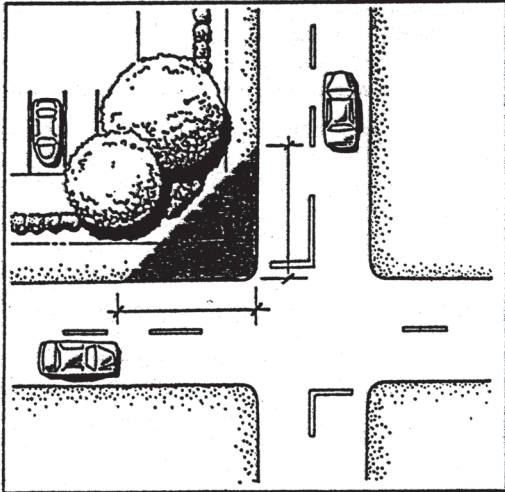


Figure 27-15-1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

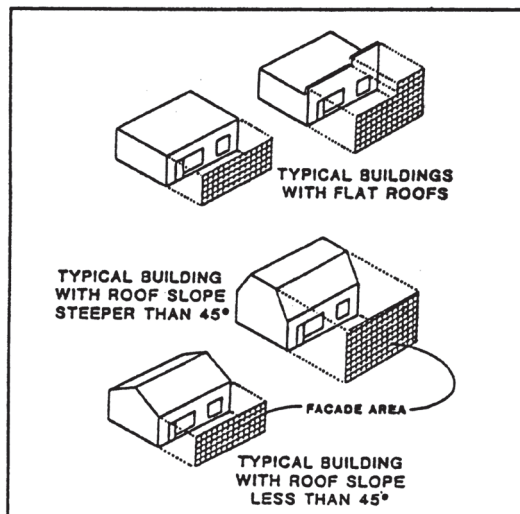


Figure 27-576-2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gross density (see definition of "Density").

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

Gross site area means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HRS means the Florida Department of Health and Rehabilitative Services.

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

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

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

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

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

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

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

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

Land includes the words marsh, water, and swamp.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

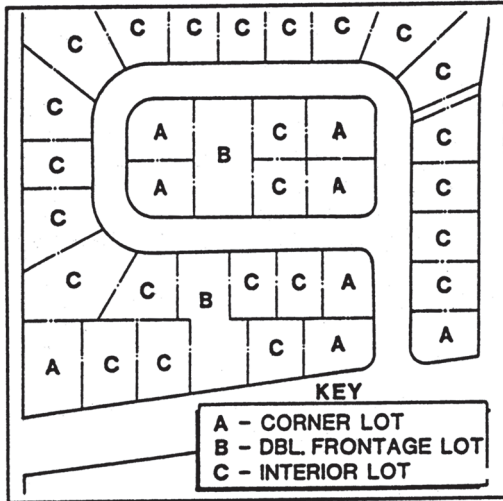


Figure 27-15-2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Office means any establishment that conforms to the following characteristics:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Phasing means the incremental staging of development.

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

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

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

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

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

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

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

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

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

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

Projected impact means the calculated usage of a facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

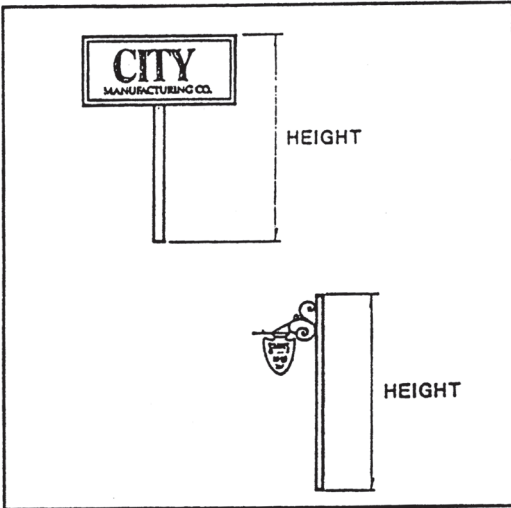
Sign means any identification, description, illustration, or device illuminated or non-illuminated, which is visible from any outdoor place, open to the public and which directs attention to a product, service, place, activity, person, institution, or business thereof, including any permanently installed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

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

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

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

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



27-576-4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vehicle sign means any sign affixed to a vehicle.

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

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

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

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

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

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

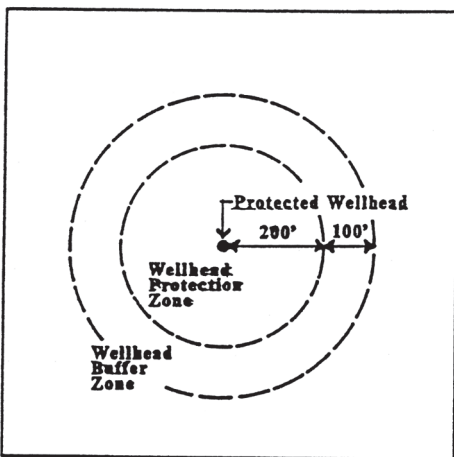


Figure 27-375-1

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

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

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

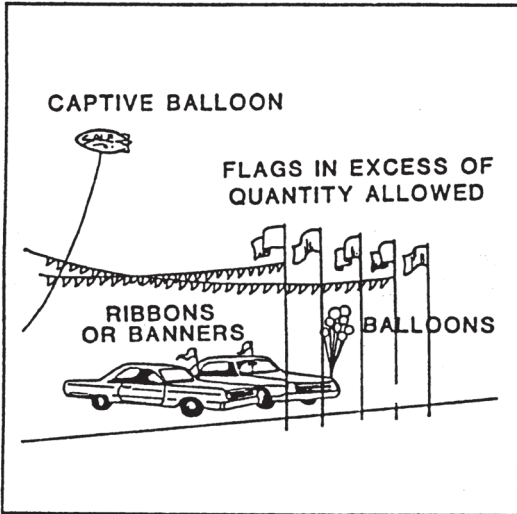


Figure 27-576-5

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

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

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

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

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

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

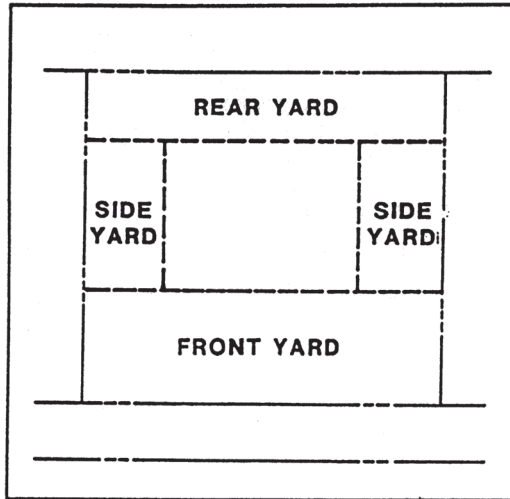


Figure 27-15-3

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

Year means a calendar year, unless otherwise indicated.

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

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

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

ARTICLE III. - ADMINISTRATIVE AND ENFORCEMENT PROCEDURES

DIVISION 8. - VARIANCES

Sec. 27-141. Generally.

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

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

Sec. 27-142. Definitions.

Refer to article I for definitions.

(Ord. No. 2004-10, § 1, 10-4-04)

Sec. 27-143. Application requirements.

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

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

(11) Photographs of property as it exists.

(Ord. No. 2004-10, § 1, 10-4-04)

Sec. 27-144. Notice requirements.

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

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

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

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

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

Sec. 27-145.1. Reserved.

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

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

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

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

Sec. 27-146. Limitations issuing a variance.

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

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

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

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

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

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

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

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

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

Sec. 27-149. Expiration of issued variance.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. No. 2004-10, § 1, 10-4-04)

Sec. 27-153. Procedure for appeal.

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

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

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

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

(Ord. No. 2004-10, § 1, 10-4-04)

Sec. 27-155. Reserved.

Chapter 30 FLOODPLAINS

ARTICLE I. FLOODPLAIN MANAGEMENT

Sec. 30-1. In general.

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

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30 -2. Definitions

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

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

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

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

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

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

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

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

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

Sec. 30-~~23~~. Applicability.

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

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- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this article is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section [30-8 of this article 27-150 in chapter 27](#).
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section ~~30-7~~[7](#) of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:
- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within six (6) months of such data becoming available;

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-45. Permits.

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

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

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

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

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-~~67~~. Inspections.

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30 - 8- Variances and appeals.

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 30-~~97~~. Violations.

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

(c) *Manufactured homes and recreational vehicles.*

(1) *Manufactured homes defined in 15C-1.0101, Florida Administrative Code, are not allowed in flood hazard areas.*

(2) *Recreational vehicles defined in sec. 320.01, Florida Statutes, are not allowed in flood hazard areas.*

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-9. Subdivisions.

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-1~~29~~20. Site improvements, utilities and limitations.

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-142. Other development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

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

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-164. Fiscal impact statement.

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

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

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

(Ord. No. 2017-13 , § 1, 6-5-17)

Secs. 30-19—30-40. Reserved.



STAFF REPORT

MEETING DATE: November 6, 2023
BOARD/COMMITTEE: City Council

TO: City Council

FROM: Heather Whitmore, AICP, PTP, Community Development Director

DATE: October 20, 2023

SUBJECT: Request to purchase a section of Right-of-Way (Kings Circle S/Marsh Point Rd/Florida Blvd)

I. BACKGROUND:

Mr. Jean Bakkes approached staff requesting to purchase a portion of right-of-way adjacent to properties along Marsh Point Rd and Florida Blvd, also known in correspondence as the “weird alley” (Exhibit A).

Staff received a formal request in August and all required documentation (see attached application) to present the applicant’s request to purchase the right-of-way to City Council. Based on direction from the City Attorney, staff requests City Council provide direction to agree to proceed with Mr. Bakkes request to purchase the right-of-way.

The applicant requests to purchase a portion of the right-of-way identified by the survey in Exhibit B of the packet. This is a 2,547 square foot portion of right-of-way adjacent to the six vacant parcels all currently owned by Mr. Bakkes, as well as 2311 Marsh Point Rd and 2230 Florida Blvd, both owned by Mr. Bakkes. The right-of-way is located in the rear yards as shown on the map. The 2,547 square foot portion of the right-of-way is completely unimproved. The alley does not serve any traffic or dedicated public utilities.

Lastly, a portion of the adjacent right-of-way not subject to this vacation contains eight parking spaces behind the Monahan Building. These eight spaces are leased from the City to the Monahan Building (please see attached existing lease agreement). These spaces will not be impacted by the vacation of the subject right-of-way.

Supplementary Information

This request was seen by the Council on September 5, 2023. The Council requested additional information regarding the appraised comparable value and the proposed future use. The applicant has provided the requested additional information.

The applicant has provided an updated appraisal (Exhibit C) showing the market value of the subject right-of-way to be \$70,000.

The Appraisal Report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). The initial appraisal compared four similarly sized and situated property sales within a one-mile vicinity of the subject right-of-way. The comparable sites were selected based on the following similarities: vacant land parcels with similar zoning, utility, and location to the subject property. Several land value adjustments were applied: property rights, financing terms, conditions or motivations surrounding the sale, market condition changes, location, zoning/intended use, utilities, and topography.

The appraiser used a very small adjustment factor to the comparables to account for variations between the sites, typically in the 6% range. The subject property was broken into two sections for the purpose of valuation: a Florida Boulevard frontage and a Marsh Point Road frontage. The Florida Boulevard frontage portion of the subject area was assigned a higher value per square foot than the Marsh Point Road frontage.

The property appraisal was prepared competently and in a manner that is independent, impartial, and objective. The appraisal used the most appropriate unit of comparison for this analysis which was price per square foot. The property appraisal provided a price per square foot based on potential land value of location. The final value per square foot of the appraisal used a figure consistent with the average land value per square foot of comparable sales.

At the request of the Council, the appraisal was revised to include three supplemental land sales from the subject's local market area. These three sales were not used in the initial appraisal as they are not considered directly comparable to the subject based on the following similarities: vacant land parcels with similar zoning, utilities, and location to the subject property.

At the September 5, 2023 meeting, Council also requested more information on the site's proposed future use. The applicant has provided two renderings of the proposed future buildout of the site (Exhibit D).



Figure 1: Aerial Photograph of subject right-of-way vacation

EXHIBIT A

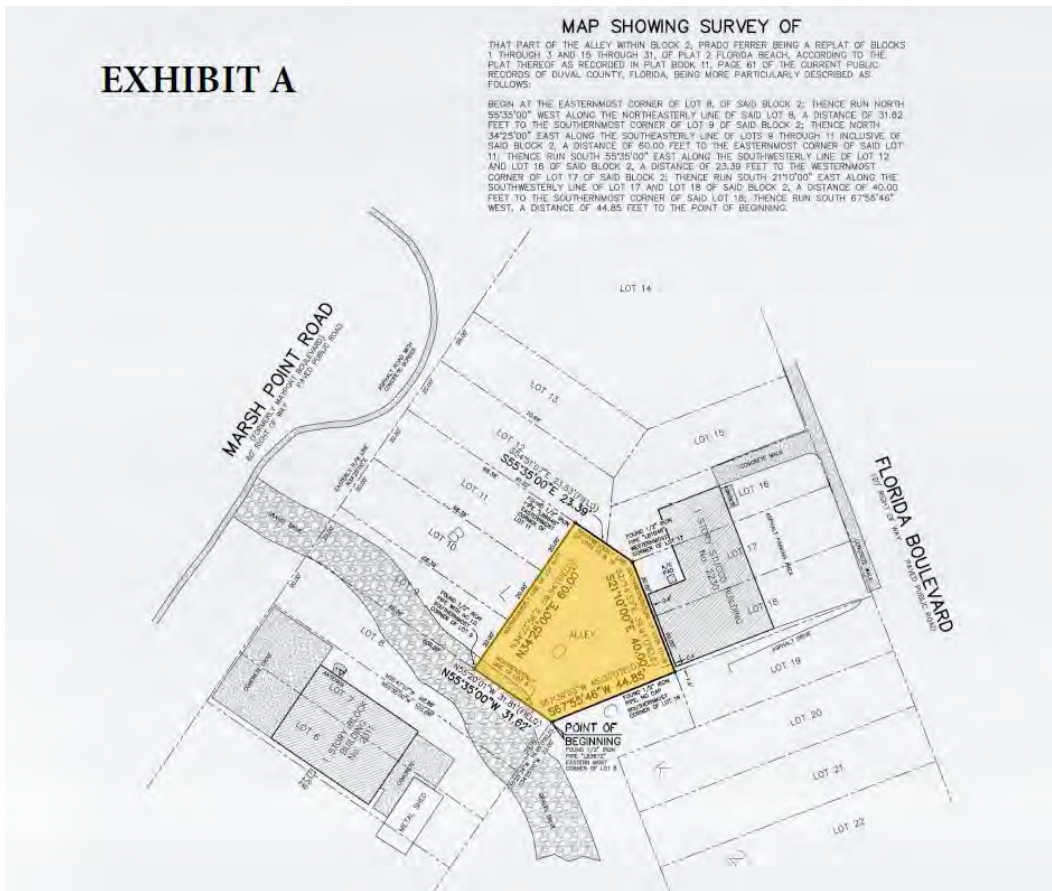


Figure 2: Exhibit A Survey of right-of-way to be vacated

II. DISCUSSION/RECOMMENDATIONS:

LDC Sec. 27-478 (d). “Dedication of right-of-way” states the conditions under which a right-of-way can be vacated.

(d) Vacations of right-of-way. Applications to vacate a right-of-way may be approved upon a finding that all of the following conditions are met:

- (1) The request is consistent with the transportation circulation element of the comprehensive plan.*
- (2) The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement.*
- (3) The vacation would not jeopardize the current or future location of any utility.*

This portion of right-of-way is not identified in the transportation circulation element of the comprehensive plan and is not used for vehicular traffic.

The right-of-way is adjacent to parcels all currently owned by Mr. Bakkes, therefore all of the right-of-way can be dedicated to Mr. Bakkes (as shown in ownership map attached in the application). The right-of-way does not provide sole access to any property.

The right-of-way does not have impacts to current or future location of any utilities, water or sewer infrastructure in the area. The applicant has contacted the only public utility serving the area (Waste Pro) and they have no objections to the request (see attached application including letter from Waste Pro).

Sec. 18-5:

(a)The permanent abandonment of public property or rights-of-way should not be authorized unless an overriding public interest is served by said abandonment and/or the city is compensated in some material way equivalent to the market value of said property at the time of abandonment. Public property or rights-of-way should only be abandoned to promote the public welfare and not for the benefit of a private person or corporation.

The “and/or” likely should be interpreted to mean that one or the other is acceptable, so to satisfy the first prong, we would need either an overriding public interest or to receive market value compensation.

If the purchase is authorized by City Council, the portion of right-of-way purchased will need to be re-platted into the applicant’s property. The applicant will pay for all costs associated with the vacation and replating, as well obtaining appraisals, title work, and other encumbrances related to real estate transactions.

III. CONCLUSION:

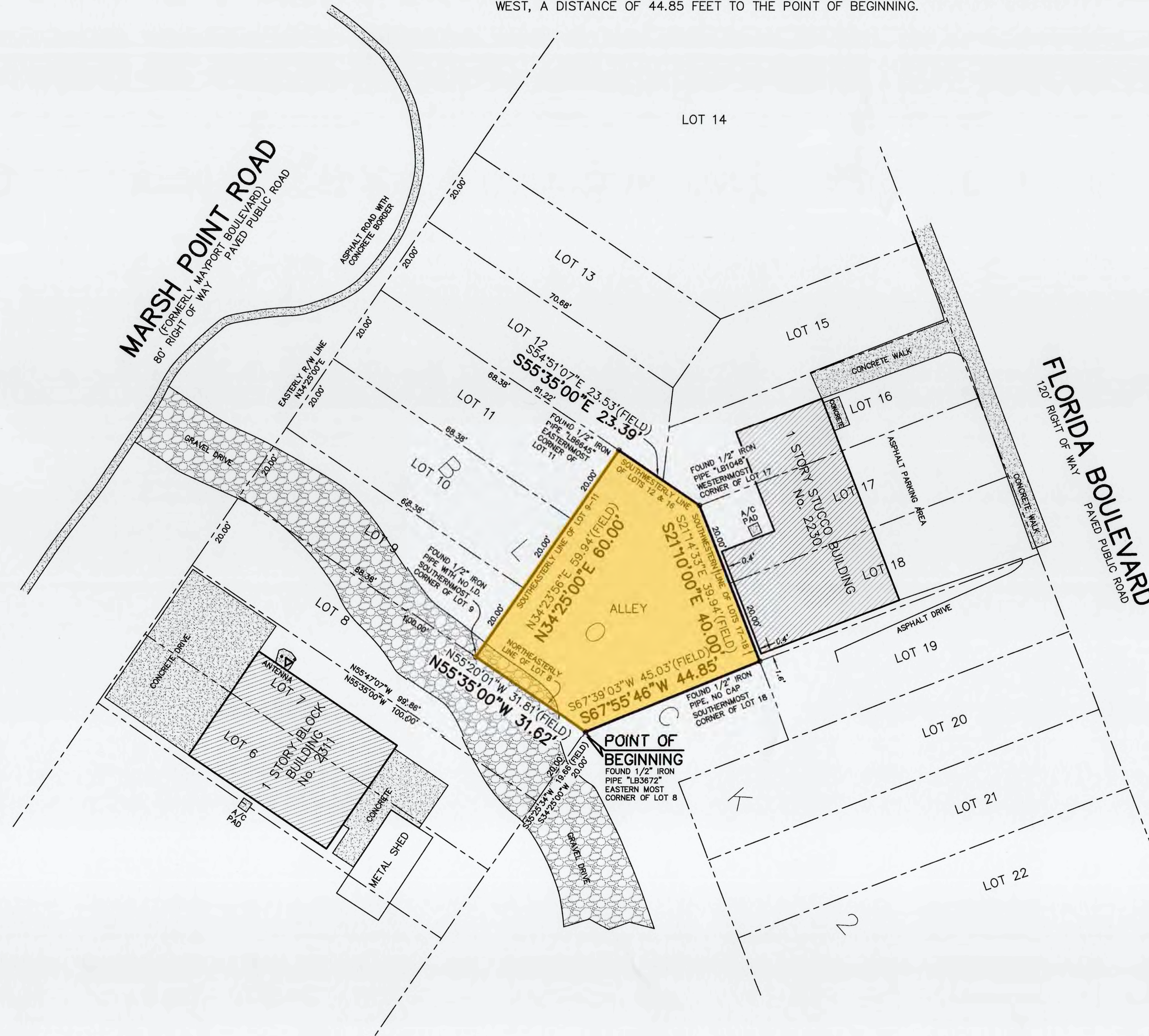
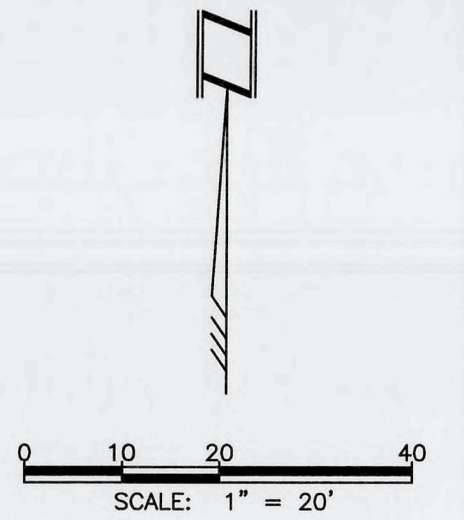
With Council’s approval, staff, along with the City Attorney, would begin the process of a land transaction and replating.

EXHIBIT A

MAP SHOWING SURVEY OF

THAT PART OF THE ALLEY WITHIN BLOCK 2, PRADO FERRER BEING A REPLAT OF BLOCKS 1 THROUGH 3 AND 15 THROUGH 31, OF PLAT 2 FLORIDA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 61 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERNMOST CORNER OF LOT 8, OF SAID BLOCK 2; THENCE RUN NORTH 55°35'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 31.62 FEET TO THE SOUTHERNMOST CORNER OF LOT 9 OF SAID BLOCK 2; THENCE NORTH 34°25'00" EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 9 THROUGH 11 INCLUSIVE OF SAID BLOCK 2, A DISTANCE OF 60.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 11; THENCE RUN SOUTH 55°35'00" EAST ALONG THE SOUTHWESTERLY LINE OF LOT 12 AND LOT 16 OF SAID BLOCK 2, A DISTANCE OF 23.39 FEET TO THE WESTERNMOST CORNER OF LOT 17 OF SAID BLOCK 2; THENCE RUN SOUTH 21°10'00" EAST ALONG THE SOUTHWESTERLY LINE OF LOT 17 AND LOT 18 OF SAID BLOCK 2, A DISTANCE OF 40.00 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 18; THENCE RUN SOUTH 67°55'46" WEST, A DISTANCE OF 44.85 FEET TO THE POINT OF BEGINNING.



NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF MARSH POINT ROAD, BEING NORTH 34°25'00" EAST, AS PER PRADO FERRER BEING A REPLAT OF BLOCKS 1 THROUGH 3 AND 15 THROUGH 31, OF PLAT 2 FLORIDA BEACH, AS SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT AN ABSTRACT OF TITLE; THEREFORE THE UNDERSIGNED MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT OF WAYS, SETBACK LINES, AGREEMENTS, RESERVATIONS, OR OTHER SIMILAR MATTERS.
4. NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ENCROACHMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
5. NO BUILDING RESTRICTION LINES, AS PER PLAT.
6. THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12031C0408J, REVISED NOVEMBER 2, 2018 FOR DUVAL COUNTY, FLORIDA.

THIS SURVEY IS CERTIFIED TO:
MARSHPOINT PROPERTIES TWO, LLC.

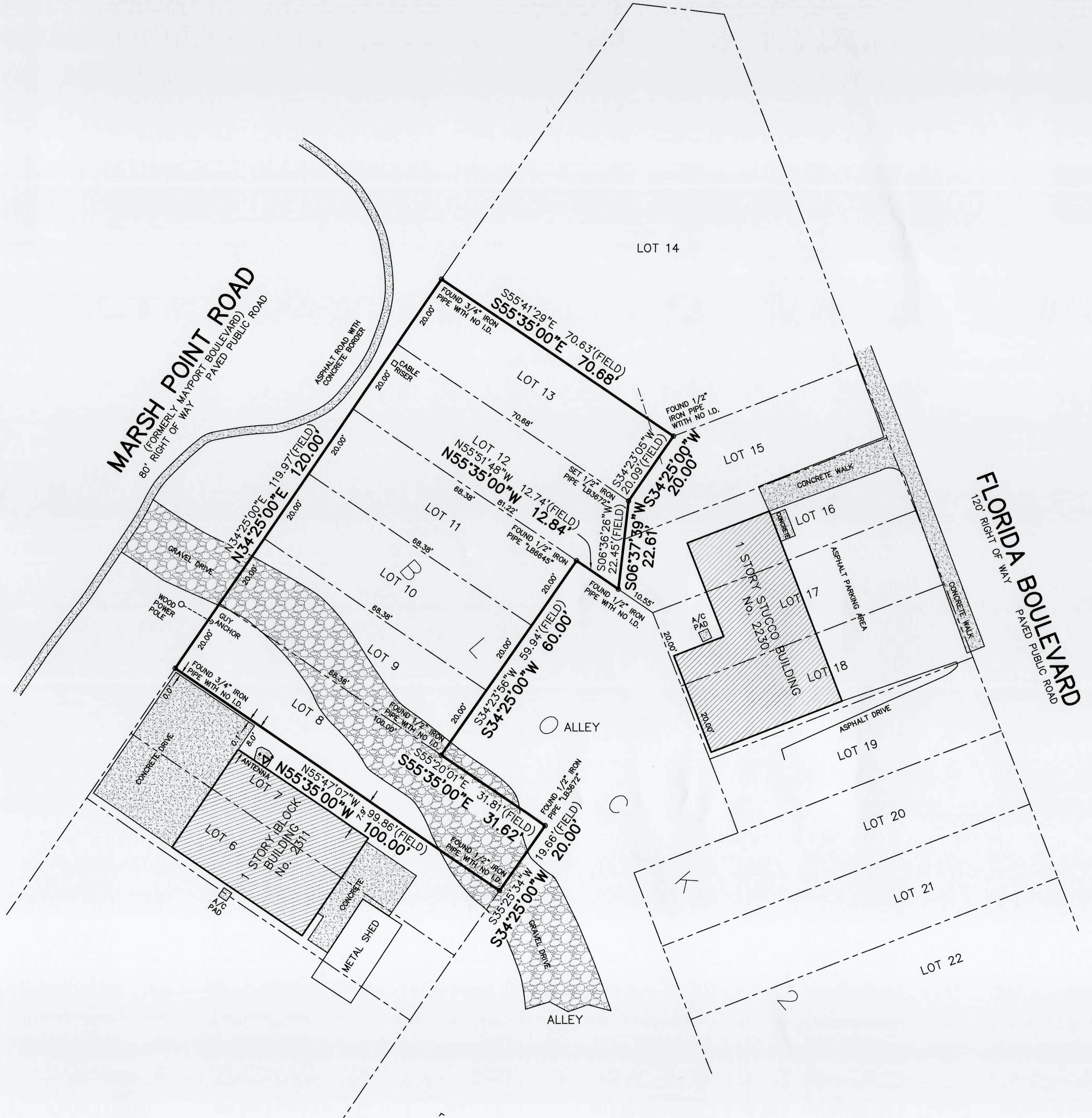
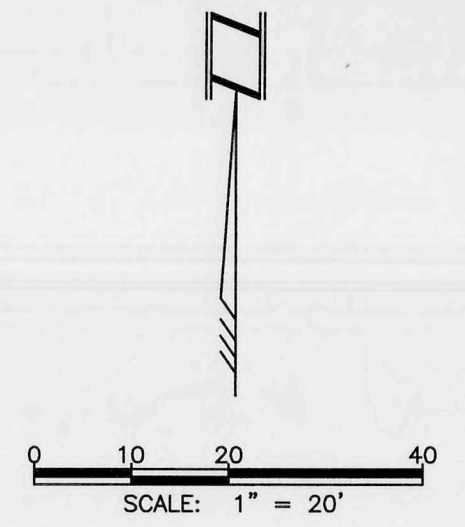
James Boatwright
JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7292
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT B

MAP SHOWING SURVEY OF

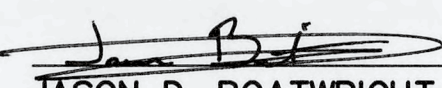
LOTS 8, 9, 10, 11, 12 AND 13, BLOCK 2, PRADO FERRER BEING A REPLAT OF BLOCKS 1 THROUGH 3 AND 15 THROUGH 31, OF PLAT 2 FLORIDA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 61 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



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1. THIS IS A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF MARSH POINT ROAD, BEING NORTH 34°25'00" EAST, AS PER PRADO FERRER BEING A REPLAT OF BLOCKS 1 THROUGH 3 AND 15 THROUGH 31, OF PLAT 2 FLORIDA BEACH, AS SHOWN.
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THIS SURVEY IS CERTIFIED TO:
MARSHPOINT PROPERTIES TWO, LLC.


JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7292
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



The insight you need. The independence you trust.

Marsh Point Road Alleyway

2,547± SF Vacant Commercial Alleyway
Located between Florida Boulevard and Marsh Point Road
Neptune Beach, Florida 32266-1601

BBG File #0123111229

Prepared For

Mr. Jean Bakkes
Marshpoint Properties Two LLC
2300 Marsh Point Road, No. 301
Neptune Beach, FL 32266-1646

Report Date

October 2, 2023

Prepared By

BBG, Inc., Ponte Vedra Beach Office
13000 Sawgrass Village Circle
Ponte Vedra Beach, FL 32082

Client Manager: Kyle Catlett, MAI
kcatlett@bbgres.com

BBG Website

bbgres.com



October 2, 2023

Mr. Jean Bakkes
Marshpoint Properties Two LLC
2300 Marsh Point Road, No. 301
Neptune Beach, FL 32266-1646

Re: Appraisal of Real Property
Marsh Point Road Alleyway
Located between Florida Boulevard and Marsh Point Road
Neptune Beach, Florida 32266-1601
BBG File #0123111229

Dear Mr. Bakkes:

In accordance with your authorization (per the engagement letter found in the *Addenda* of this report), an Appraisal Report of the above-referenced property has been prepared. The purpose of this appraisal assignment is to render an opinion of the “As Is” Market Value of the Fee Simple Interest in the subject property.

The subject property is a portion of a commercial alleyway located between Florida Boulevard and Marsh Point Road in Neptune Beach Duval County, Florida. The subject site contains approximately 2,547 SF of land and abuts parcels zoned C-2 by the City of Neptune Beach.

Inasmuch, the appropriate method of valuing this alleyway would be the “Across the Fence” Method. This concept is that each square foot of land in the corridor/alleyway has the same value as, or could best be estimated by considering, the value of the land adjacent, or “Across the Fence.”

The intended users of this appraisal assignment include the Client, Marshpoint Properties Two, LLC as well as legal counsel and designated representatives. A secondary user may also include the City of Neptune Beach. The intended use of this appraisal is to assist in evaluation and potential acquisition of the subject by Marshpoint Properties Two, LLC. No other intended users or uses are known or presumed in our analysis. The appraisers have not performed any prior services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Moreover, the appraisers have no personal interest in the subject, nor do we have any bias with respect to the properties or parties involved.

This Appraisal Report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. This report is intended to be used by the intended user(s) named herein; no other party may rely upon the opinions presented in this report.

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results.

Extraordinary Assumption(s)	The property is currently not zoned by the City of Neptune Beach. We contacted the City of Neptune Beach who indicated the zoning of this parcel to be C-2, which is assumed to be correct. If the zoning utilized in this analysis were to change, this may impact our analysis and conclusions.
Hypothetical Condition(s)	This appraisal employs no hypothetical conditions.

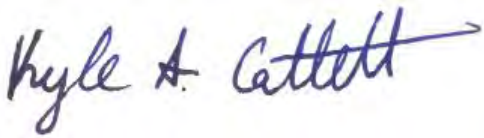
Based on the analysis undertaken, the following value opinion has been developed.

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	May 10, 2023	\$70,000

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion(s) set forth above to be relied upon by the intended user(s).

BBG, Inc. appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact the Client Manager.

Sincerely,



Kyle Catlett, MAI
State-Certified General Real Estate Appraiser
RZ3875
kcatlett@bbgres.com



Drake DeRango
State-Certified General Real Estate Appraiser
RZ4058
dderango@bbgres.com

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SUBJECT PROPERTY



AERIAL PHOTOGRAPH



SUMMARY OF SALIENT FACTS

APPRAISAL INFORMATION

Client	Marshpoint Properties Four LLC 2300 Marsh Point Road, No. 301 Neptune Beach, FL 32266-1646
Intended User(s)	The intended users of this appraisal assignment include the Client, Marshpoint Properties Two, LLC as well as legal counsel and designated representatives. A secondary user may also include the City of Neptune Beach.
Intended Use	The intended use of this appraisal is to assist in evaluation and potential acquisition of the subject by Marshpoint Properties Two, LLC
Property Rights Appraised	As Is Market Value - Fee Simple
Effective Date of Value	May 10, 2023
Date of Inspection	May 10, 2023
Report Date	October 2, 2023
Marketing Time	Less than 12 months
Exposure Time	Less than 12 months
Owner of Record	City of Neptune Beach
Most Probable Purchaser	Adjacent Property Owner
Highest and Best Use, As Vacant	Assemblage for commercial use

PROPERTY DATA

Property Name	Marsh Point Road Alleyway
Address	Located between Florida Boulevard and Marsh Point Road Neptune Beach, Florida 32266-1601
Location	Alleyway east of Marsh Point Road and west of Florida Boulevard
Property Description	Land (Commercial) A 2,547± SF commercial alleyway
County	Duval County
Parcel Number	No Parcel ID Assigned
Census Tract No.	0140.02
Legal Description	See Survey
Site Area	2,547 square feet (0.06 acres)
Zoning	The site is currently not zoned. Surrounding sites are zoned C-2/Commercial and some parcels are also located in the NC overlay district.
Flood Status	Zone X Unshaded (Outside 500Y) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.

VALUE INDICATIONS			
1) As Is as of May 10, 2023			
Sales Comparison Approach	\$70,000	\$27.48	Per Square Foot of Land
Approach Reliance	Sales Comparison/Across the Fence		
Value Conclusion - As Is	\$70,000	\$27.48	Per Square Foot of Land
Exposure Time (Months)	Less than 12 months		
Marketing Time (Months)	Less than 12 months		

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results.

Extraordinary Assumption(s)	The property is currently not zoned by the City of Neptune Beach. We contacted the City of Neptune Beach who indicated the zoning of this parcel to be C-2, which is assumed to be correct. If the zoning utilized in this analysis were to change, this may impact our analysis and conclusions.
Hypothetical Condition(s)	This appraisal employs no hypothetical conditions.

PROPERTY OWNERSHIP AND TRANSACTION HISTORY

The property is right of way owned by the city of Neptune Beach. The Client of this report has approached the city about acquiring a portion of the subject cul de sac. The client owns several properties abutting the subject along Florida Boulevard and Marsh Point Road. There have been no other known transactions of the subject property within the three years prior to the effective date of this appraisal.

SCOPE OF WORK

The scope of work best defines the needs of the client(s) and intended user(s) of the report and dictates what factors an appraiser considered during the valuation process. The scope of work summarized below has been deemed acceptable as it meets or exceeds both the expectations of parties who are regularly intended users for similar assignments and what an appraiser's peers' actions would be in performing the same or a similar assignment. As such, the scope of work summarized below is deemed appropriate for this assignment based on its parameters and will produce credible assignment results. Additional scope details are included in appropriate sections of this report.

SCOPE OF THE INVESTIGATION															
General and Market Data Analyzed	<ul style="list-style-type: none"> ▪ Regional economic data and trends ▪ Market analysis data specific to the subject property type ▪ Published survey data ▪ Neighborhood demographic data ▪ Comparable commercial land sales data ▪ Floodplain status ▪ Zoning and Future Land Use information ▪ Property Appraiser and Tax Collector information ▪ Interviewed professionals knowledgeable about the subject's property type and market 														
Inspection Details	An onsite inspection of the property was made by Kyle Catlett, MAI, and Drake DeRango on May 10, 2023.														
Property Specific Data Requested and Received	<table border="1"> <thead> <tr> <th colspan="2">PROPERTY DATA RECEIVED</th> </tr> </thead> <tbody> <tr> <td></td> <td>Survey</td> </tr> </tbody> </table>	PROPERTY DATA RECEIVED			Survey										
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Data Requested, but not Provided	<table border="1"> <thead> <tr> <th colspan="2">DATA REQUESTED, BUT NOT PROVIDED</th> </tr> </thead> <tbody> <tr> <td></td> <td>None noted</td> </tr> </tbody> </table>	DATA REQUESTED, BUT NOT PROVIDED			None noted										
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DATA SOURCES															
Site Size	Survey														
Tax Data	Duval County Tax Collector														
Zoning Information	City of Neptune Beach														
Flood Status	FEMA														
Demographics Reports	Spotlight														
Comparable Land Sales	Local brokerage community														

VALUATION METHODOLOGY

Most Probable Buyer	To apply the most relevant valuation methods and data, the appraiser must first determine the most probable buyer of the subject property. Based on the analyses presented, the most probable buyer of the subject property would be an adjoining property owner.
Valuation Methods Utilized	<p>This appraisal employs only the Sales Comparison Approach. In estimating the Market Value of the Fee Simple Interest in the subject area a lack of private-party sales of alleyways and cul de sac's requires use of the "Across-The-Fence" ("ATF") method of value, commonly used in corridor valuation. This method is based on the premise that corridor land is at least as valuable as the land it passes through. This value method is supported by comparison with adjacent lands including the consideration of adjustment factors such as market conditions, real property rights conveyed and location.</p> <p>Sales of comparable vacant commercial land from the area have been gathered, verified, and included in this report in support of the Fee Simple Market Value estimate. This is typical of how the appraisers' peers would answer this particular appraisal problem.</p>

DEFINITIONS

Pertinent definitions, including the definition of market value, are included in the glossary, located in the *Addenda* of this report. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. ^[1]

LEVEL OF REPORTING DETAIL

Standards Rule 2-2 (Real Property Appraisal, Reporting) contained in USPAP requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report.

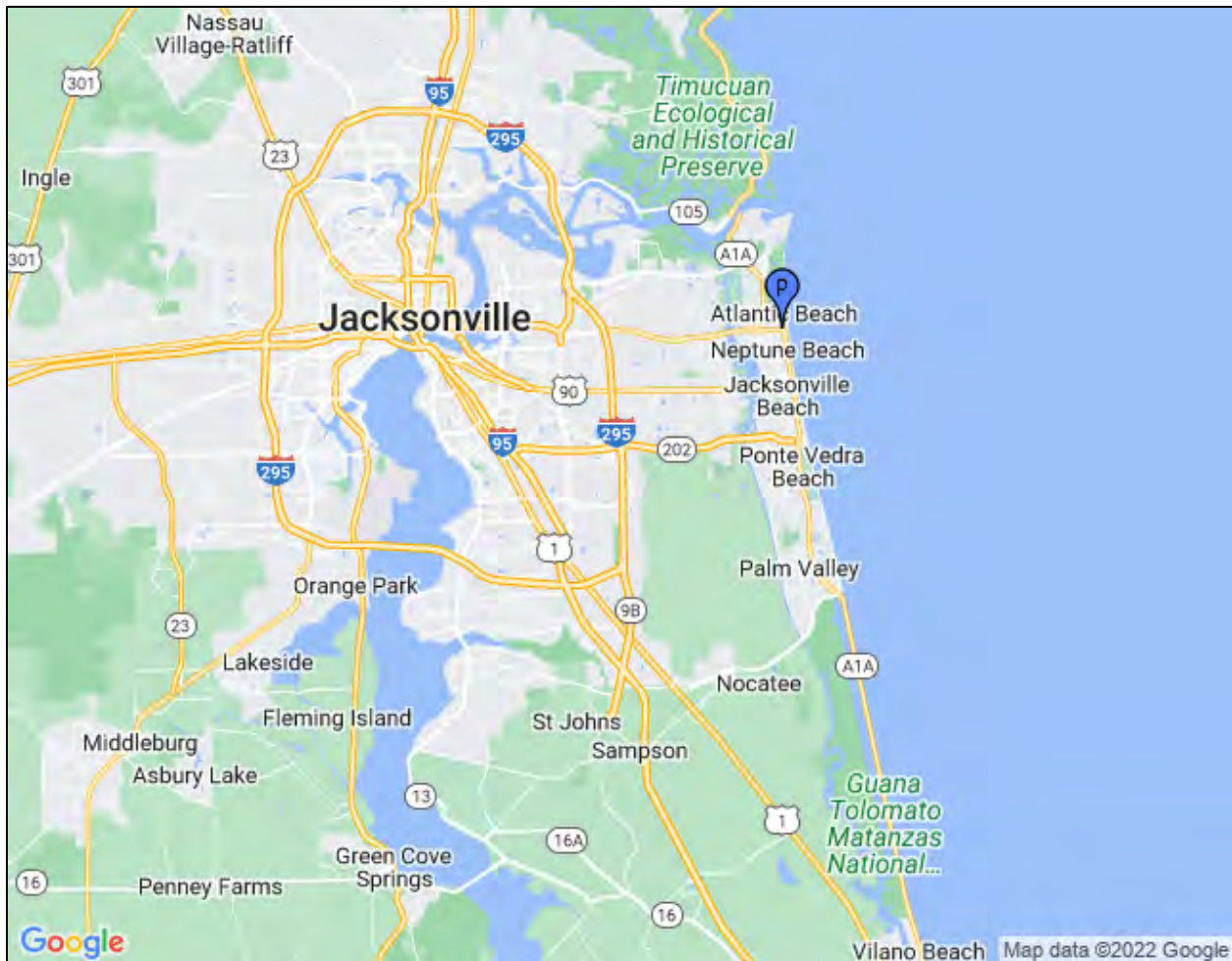
This report is prepared as an **Appraisal Report**. An Appraisal Report must at a minimum summarize the appraiser's analysis and the rationale for the conclusions.

^[1] (Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

REGIONAL OVERVIEW

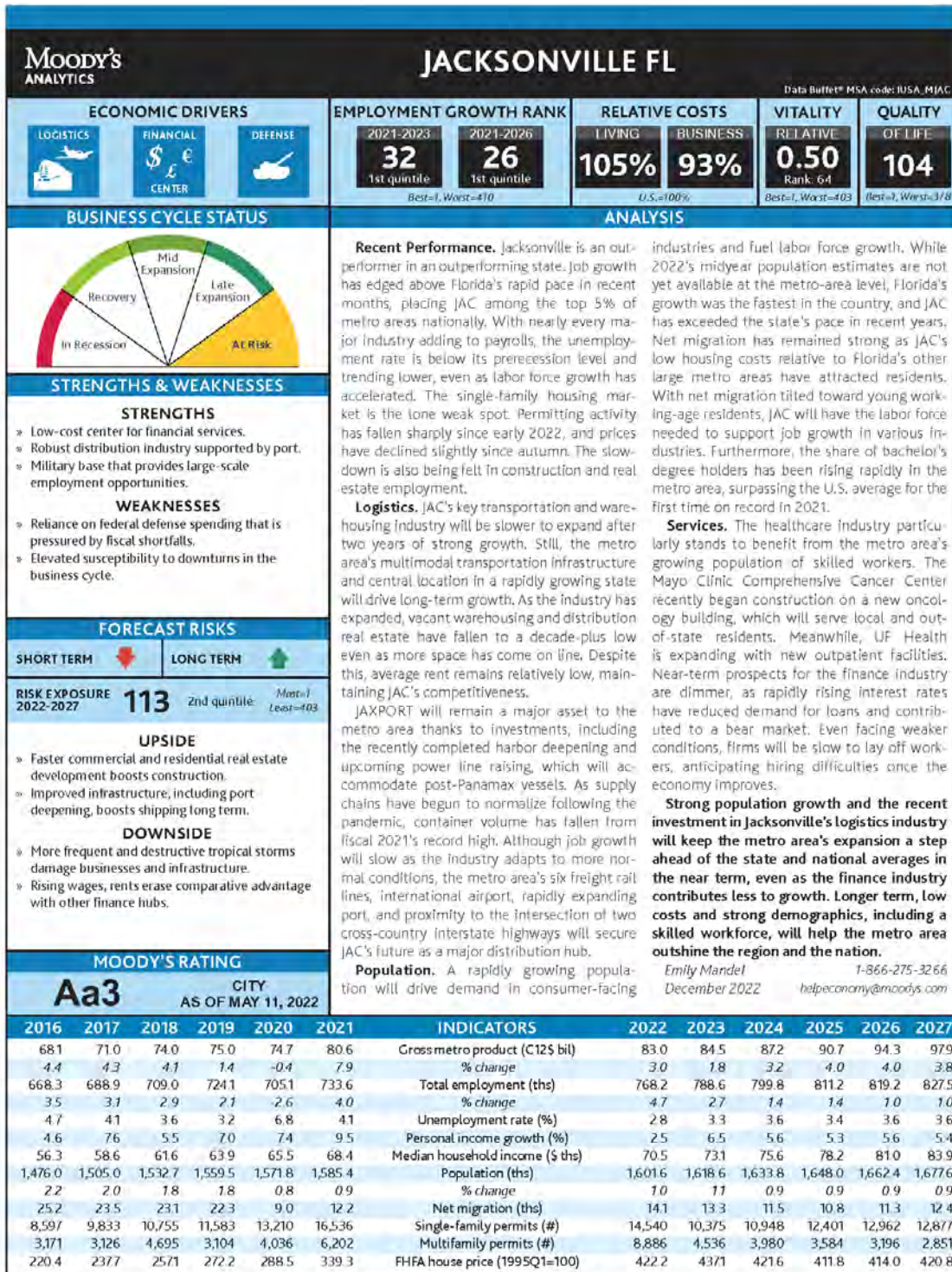
The short- and long-term value of real estate is influenced by a variety of factors and forces that interact within a given region. Regional analysis serves to identify those forces that affect property value, and the role they play within the region. The four primary forces that influence real property value include environmental characteristics, governmental forces, social factors, and economic trends. These forces determine the supply and demand for real property, which, in turn, affect market value.

REGIONAL MAP



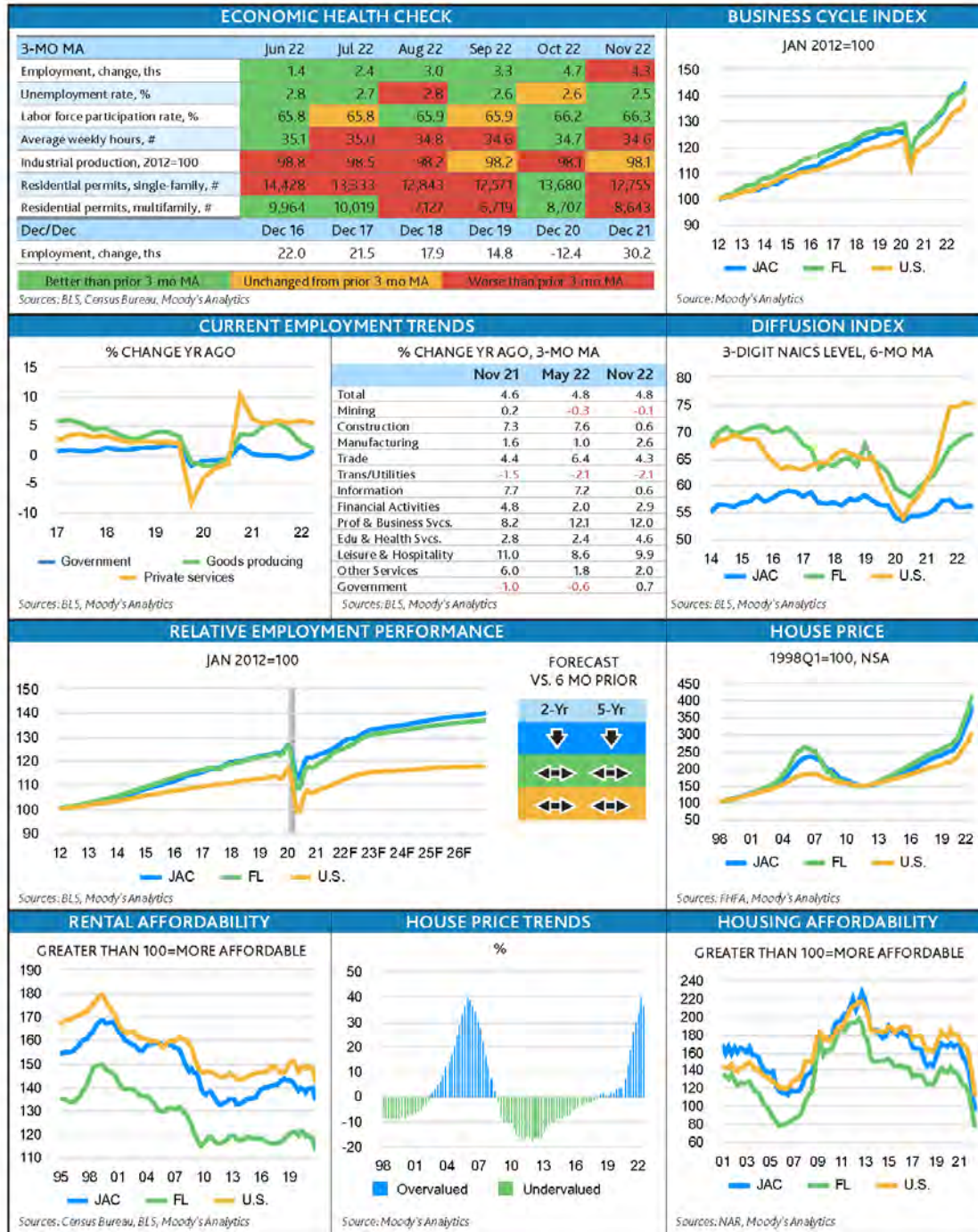
ECONOMIC & DEMOGRAPHIC PROFILE

The following profile of the Jacksonville MSA was provided by Economy.com, a leading provider of economic, financial, and industry information. The following data was most applicable as of the effective date of value.



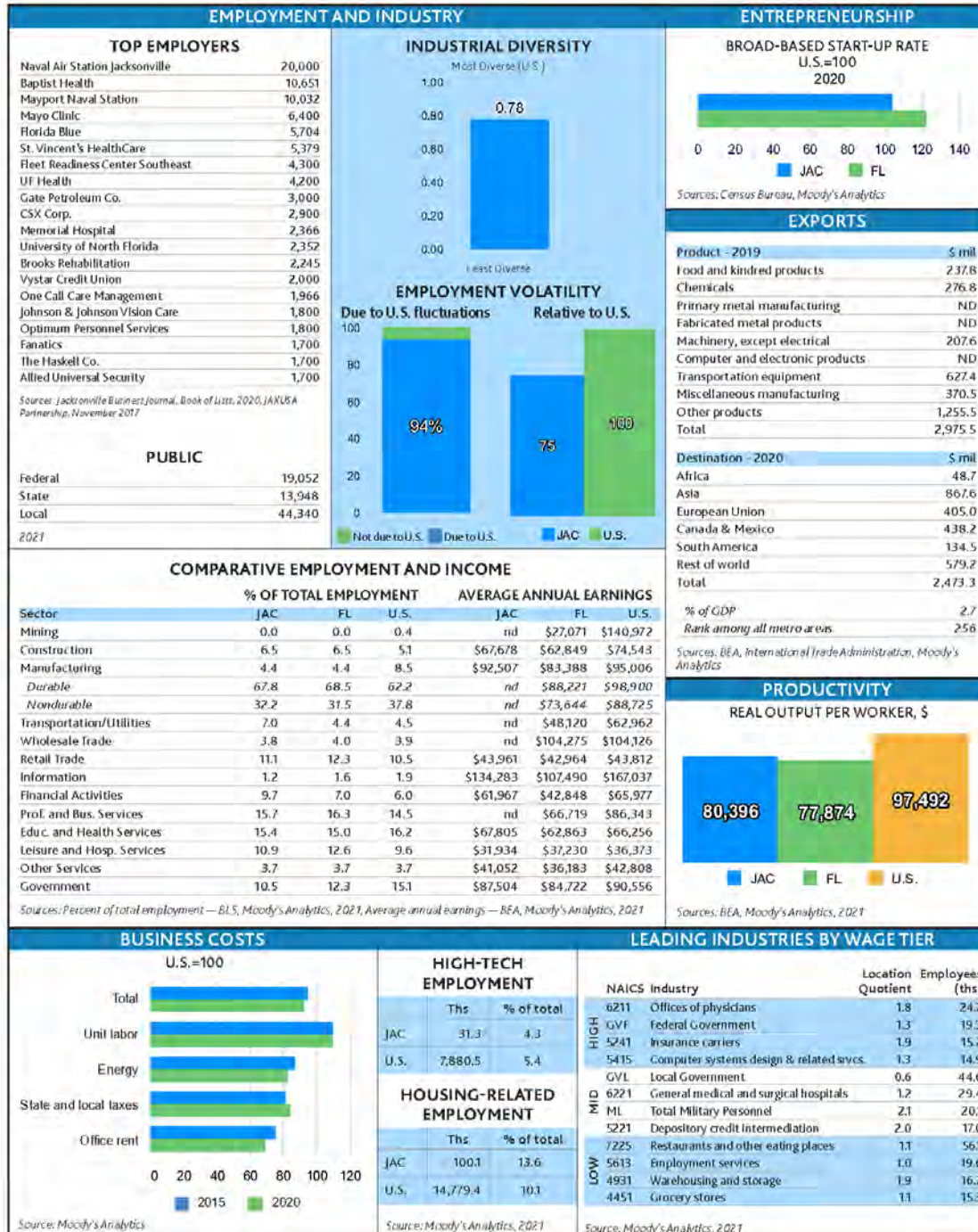
MOODY'S ANALYTICS | TRACK U.S. METROS | December 2022

PRÉCIS® U.S. METRO • Jacksonville FL

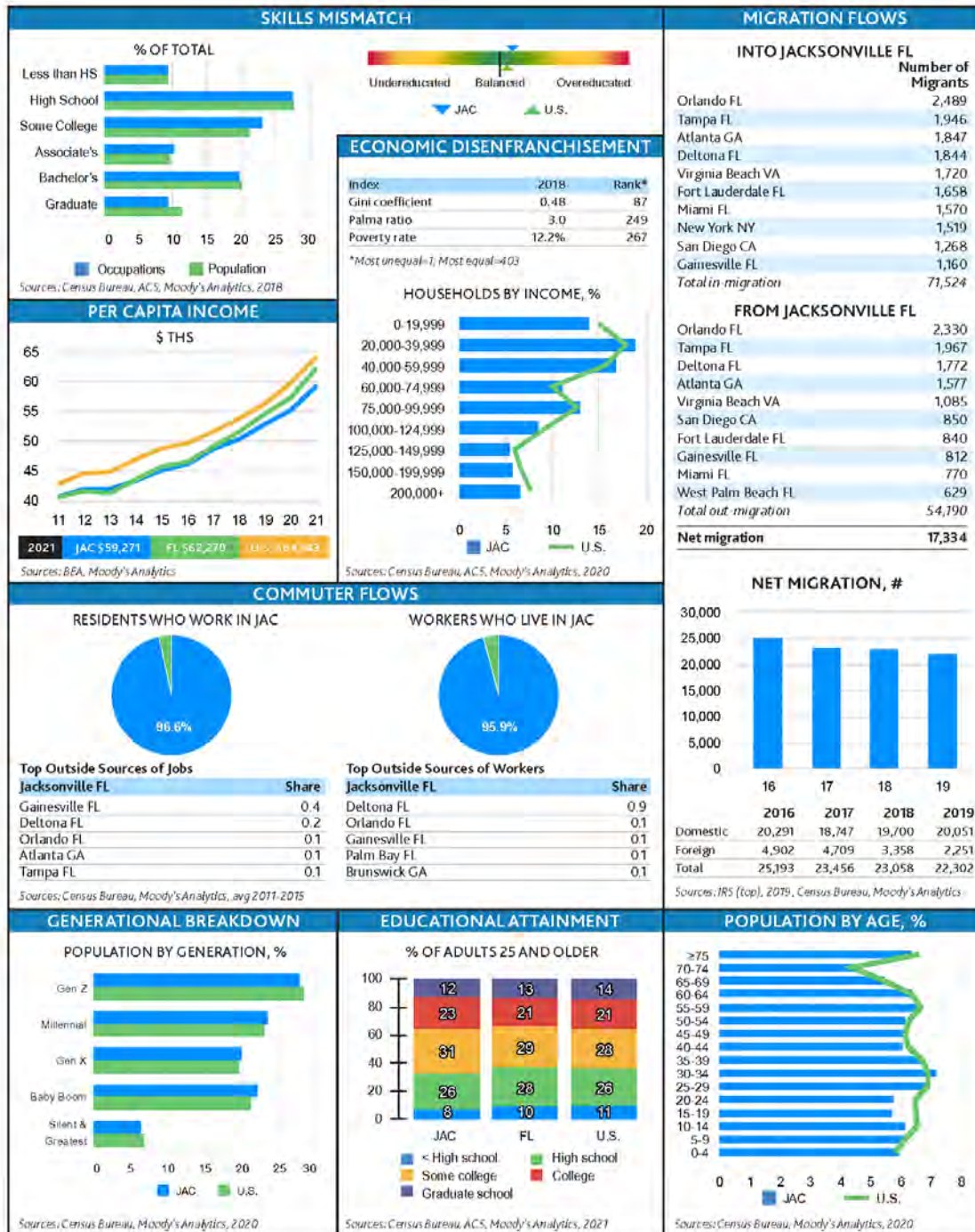


MOODY'S ANALYTICS | PRÉCIS® U.S. METRO | December 2022

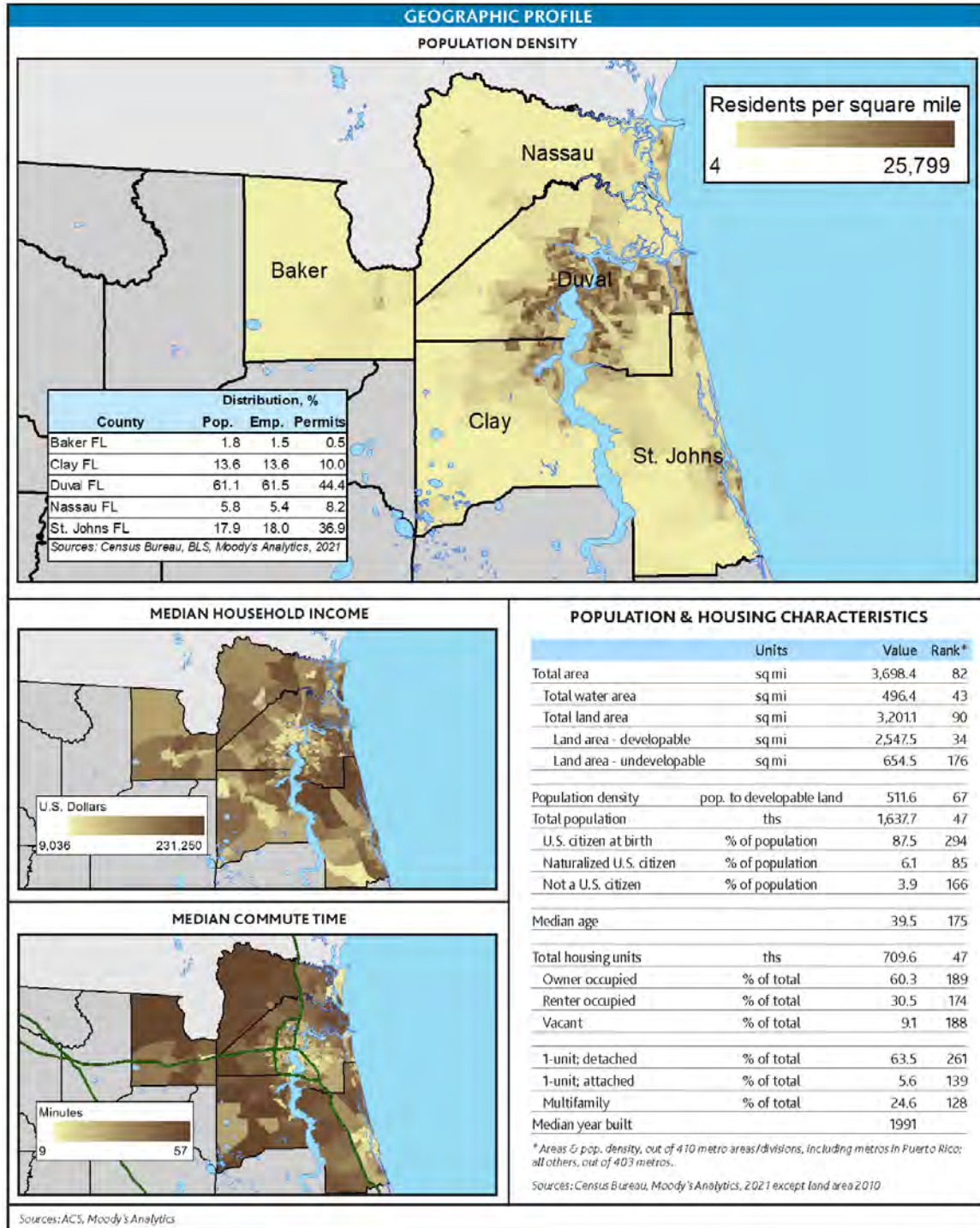
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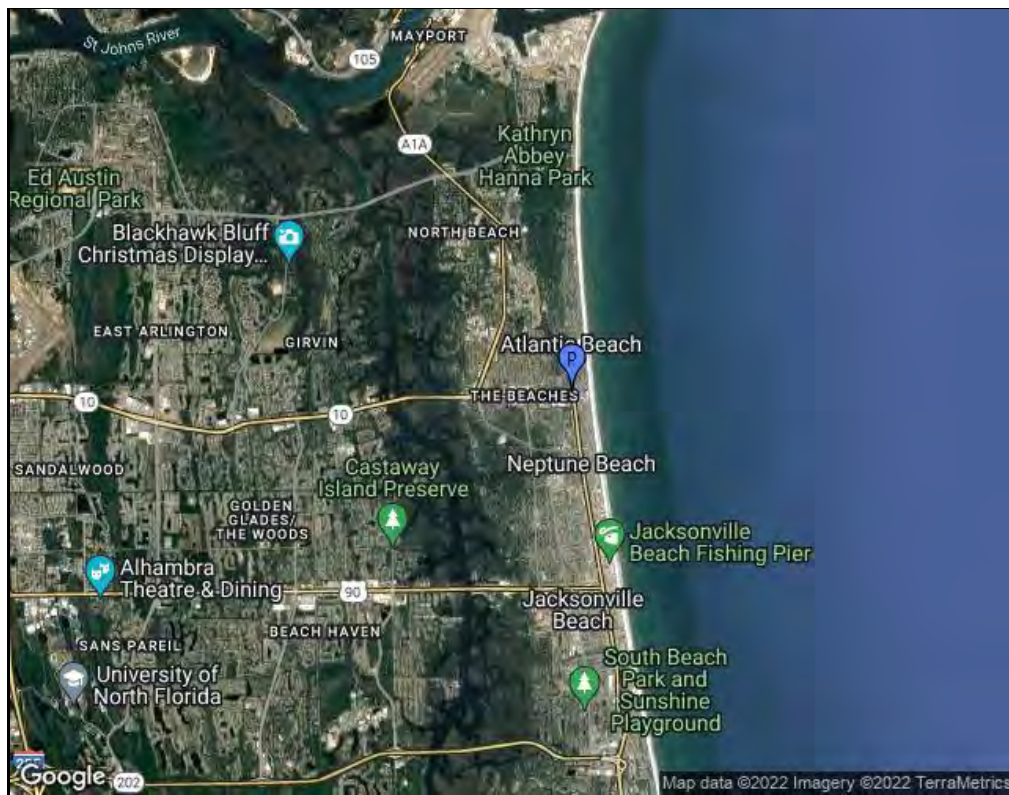
NEIGHBORHOOD OVERVIEW

MARKET AREA BOUNDARIES

The subject is located in Atlantic Beach, a part of the Beaches submarket of Jacksonville. The market area boundaries are generally:

North	Atlantic Boulevard
South	J. Turner Butler Boulevard/Hwy 202
East	Atlantic Ocean
West	Intracoastal Waterway

MARKET AREA MAP



ACCESS AND MAJOR ROADWAYS

The subject is located in the northwest portion of Neptune Beach, Florida. Access to the immediate area is provided by Florida Boulevard, which begins at 3rd Street east of the subject and crosses underneath Atlantic Boulevard before becoming Mayport Road to the north of Atlantic Boulevard. Atlantic Boulevard provides east/west access through the Jacksonville market area. 3rd Street provides north/south access to Jacksonville Beach and Ponte Vedra Beach to the south, while Mayport Road provides access to the north to Atlantic Beach and Mayport. Beach Boulevard is about 2.5 miles south of the subject along 3rd Street, and JTB is located another 2.5 miles to the south.

NEARBY LAND USES

The property is situated in the southwest quadrant of Atlantic Boulevard and Florida Boulevard in Neptune Beach. This area has a mixture of warehouse/light industrial uses, residential uses, and neighborhood commercial uses. Uses immediately surrounding the subject are small single occupant buildings including a staffing company office building, a convenience store, and several warehouse/flex buildings. Further west across Marsh Point Road there is a 20,000± SF two story exterior corridor office condominium building. To the south and east of the subject, there is a residential neighborhood with a mix of single and multifamily residential uses. Across Florida Boulevard to the east, there are more flex/warehouse buildings fronting Florida Boulevard. Brewhound Dog Park is located east of Florida Boulevard and is a popular bar and recreational area.

DOWNTOWN JACKSONVILLE BEACH

The subject property is located about three miles northwest of the Downtown area of Jacksonville Beach. This area contains a variety of bars, restaurants, and shops as well as the Jacksonville Beach Pier. The area has historically been a focal point of nightlife and dining in the area and has experienced increased development activity over the past 10 years. In 2016 the former Freebird Live building on 2nd Avenue North was redeveloped into a Surfer the Bar location. The Margaritaville Beach Hotel and Landshark Bar and Grill opened in January 2021 on 1st Street North just north of the Jacksonville Beach Pier. The eight story, 202-room hotel was a \$50 million project and features three restaurants, ocean view outdoor seating, 1,050 SF of retail space and a 1,700 SF meeting room. A new beachfront Springhill Suites was completed in 2022 with 136 rooms as well as a public restaurant and bar.

Two former restaurant buildings along 2nd Avenue have been redeveloped with Jax Beach Town Center, a 19,000 SF development including a restaurant, rooftop lounge, and retail space. Along 1st Street North just north of Latham Plaza, a dated mixed use building has been demolished to make way for development of a newer 25,000 SF mixed use building with boutique hotel space, 6,000 SF of retail and 8,000 SF of office space. The former Bo's Coral Reef building is currently undergoing a renovation and rebranding along 5th avenue North which will bring an additional 5,700 SF of redeveloped retail space to the area.

Additional bars and restaurants within the downtown area include Mango's Beach Bar, V Pizza, Lynch's Irish Pub, Delicomb, Casa Marina Hotel and Restaurant, The Ritz, Brix Taphouse, The Wine Bar, Habibi Bar and Café, Hoptinger Bier Garden, The Shim Sham Room and Tavern on 1st Street.

CONCLUSION

The subject is well located in Neptune Beach, Florida. Market conditions have been strengthening in the local market area over the past several years, and redevelopment of older structures is becoming more common. Vacancy rates remained relatively low in the subject's submarket even throughout the COVID-19 pandemic. We anticipate conditions to remain strong over the foreseeable future.

DEMOGRAPHICS

The following data highlights the market area demographics for the 1, 3, and 5-mile radii from the subject, as provided by *Claritas Inc.*

COMPARATIVE DEMOGRAPHIC ANALYSIS FOR PRIMARY TRADE AREA			
Description	1 Mile Radius	3 Mile Radius	5 Mile Radius
	Totals	Totals	Totals
Population			
2028 Projection	7,965	67,317	147,638
2023 Estimate	7,789	65,019	141,507
2020 Census	7,711	63,872	138,328
2010 Census	7,362	60,076	124,908
2023 Est. Median Age	40.23	41.14	38.75
2023 Est. Average Age	40.86	41.70	39.88
Households			
2028 Projection	3,454	29,342	60,917
2023 Estimate	3,355	28,210	58,199
2020 Census	3,301	27,592	56,730
2010 Census	2,956	24,501	49,454
2023 Est. Average Household Size	2.32	2.29	2.37
2023 Est. Households by Household Income (%)			
Household Income < \$15,000	5.19	5.31	5.24
Household Income \$15,000 - \$24,999	3.82	4.59	4.40
Household Income \$25,000 - \$34,999	7.75	6.87	5.94
Household Income \$35,000 - \$49,999	11.30	9.93	9.51
Household Income \$50,000 - \$74,999	17.32	17.48	16.36
Household Income \$75,000 - \$99,999	12.79	12.36	13.22
Household Income \$100,000 - \$124,999	10.67	10.71	11.18
Household Income \$125,000 - \$149,999	9.66	9.00	8.84
Household Income \$150,000 - \$199,999	10.31	9.87	10.22
Household Income \$200,000 - \$249,999	5.60	5.49	5.87
Household Income \$250,000 - \$499,999	4.50	5.85	6.21
Household Income \$500,000+	1.07	2.55	3.03
2023 Est. Average Household Income	\$107,701	\$117,871	\$123,119
2023 Est. Median Household Income	\$83,266	\$85,934	\$90,636
2023 Est. Tenure of Occupied Housing Units (%)			
Owner Occupied	69.21	63.95	66.25
Renter Occupied	30.79	36.06	33.75
2023 Est. Median All Owner-Occupied Housing Value	\$424,953	\$445,947	\$420,063
Source: 2023 Claritas, Inc.			

SITE DESCRIPTION

GENERAL SITE DESCRIPTION OVERVIEW

Location	Alleyway east of Marsh Point Road and west of Florida Boulevard		
Parcel Number	No Parcel ID Assigned		
Legal Description	See Survey		
Latitude, Longitude	30.323323, -81.419762		
Site Area	2,547 square feet	(0.06 acres)	
Configuration	Irregular		
Topography	Generally level		
Drainage	Appears adequate		
Utilities/Municipal Services	No utilities available to the site. Utilities located along Florida Boulevard and Kings Circle		
Floodplain	<u>Zone</u>	<u>Map</u>	<u>Date</u>
	Zone X (Unshaded)	12031C0408J	November 2, 2018
	Zone X Unshaded (Outside 500Y) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.		
Census Tract No.	0140.02		
Soil/Subsoil Conditions	We did not receive nor review a soil report. However, we assume that the soil's load-bearing capacity is sufficient to support a structure. We did not observe any evidence to the contrary during our physical inspection of the property.		
Environmental Concerns	The inspecting appraiser did not observe any environmental issues and for the purpose of this appraisal, it is specifically assumed that none exist. No independent environmental studies were provided. This appraisal assignment was engaged to determine the market value of the property, independent of any potential environmental issues. In the event the property is determined to be impacted by environmental concerns, it could affect our appraisal conclusions.		
Easements, Encroachments and Deed Restrictions	There are no known detrimental easements, encroachments or other restrictions that would adversely affect the site's use or marketability.		
Hazards Nuisances	None noted		
Frontage	No road frontage		
Access	From Kings Circle South via gravel alleyway. Neighboring sites front Florida Boulevard and Marsh Point Road		
Visibility	Fair		
Surrounding Land Uses	Office, flex/warehouse, convenience store		
Opportunity Zone	No		
Traffic Counts	17,000 AADT (Florida Boulevard)		
Site Utility	Poor		
Comments	This is a portion of an abutting cul de sac off of Kings Circle South and abuts 6 properties. The site is irregular in shape and has a size of only 2,547 square feet. The site has limited utility and could not be developed as a stand alone parcel.		

ZONING OVERVIEW

The subject is not currently zoned, and discussions with the Neptune Beach Planning and Zoning Department indicate that the subject will be zoned C-2 consistent with the surrounding parcels. According to the Neptune Beach Community Development Director, the parcels located on the west side of the property are zoned C-2 with no additional overlay district, and the parcels on the east side along Florida Boulevard are located within the C-2 zoning district as well as the NC overlay district.

Applicable zoning regulations for the C-2 district and NC overlay are shown below.

ZONING	
Designation	C-2
Description	Commercial
Zoning Intent	The commercial C-2, zoning district is intended to provide for retail sales and services for one (1) or more neighborhoods. This district corresponds to the Commercial I and neighborhood center designations on the adopted future land use map.

ZONING REQUIREMENTS - C-2 ZONING DISTRICT	
Permitted Uses	Variety of commercial and retail uses
Minimum Lot Size	10,000 SF
Maximum Lot Size	N/A
Minimum Lot Width	80'
Maximum Coverage Ratio	70%
Minimum Open Space	N/A
Front (min. ft.)	25'
Rear, alley/no alley (min. ft.)	15'
Side (min. ft.) interior	10' min, 25' max
Maximum Building Floor Area	60,000 SF
Maximum Density	N/A
Maximum Height	35'
Required No. Parking Spaces	0
Subject's Total Parking Spaces	0

ZONING REQUIREMENTS - NC OVERLAY DISTRICT	
Permitted Uses	Uses permitted within C-2 zoning district
Minimum Lot Size	7,500 SF
Maximum Lot Size	N/A
Minimum Lot Width	50'
Maximum Coverage Ratio	70%
Minimum Open Space	N/A
Front (min. ft.)	5' min, 15' max
Rear, alley/no alley (min. ft.)	10'
Side (min. ft.) interior	10' min, 25' max
Maximum Building Floor Area	20,000 SF
Maximum Density	N/A
Maximum Height	35'

A zoning map follows.

ZONING MAP



SITE SURVEY



FLOOD MAP



National Flood Hazard Layer FIRMette



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND NOTES MAP FOR FIRM PANEL LAND USE

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway

	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee, See Notes, Zone X
	Area with Flood Risk due to Levee Zone D

	Area of Minimal Flood Hazard Zone X
	Effective LOMRs
	Area of Undetermined Flood Hazard Zone B
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NRTL web services provided by FEMA. This map was exported on 9/26/2023 at 10:23 AM and does not reflect changes or amendments subsequent to this date and hence, the NRTL authoritative information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRMette panel number, and FIRMette effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.



FDOT TRAFFIC COUNT MAP



PROPERTY ASSESSMENT AND TAX ANALYSIS

Real estate taxes are due March 31st of each year. In the State of Florida, any property owner can realize a 4% pre-payment discount in their total liability if taxes are paid by November 30th. As is commonplace in the market, prudent investors take advantage of this, and our analysis includes the discount.

Assessment levels are impacted by the following primary factors:

- Re-assessment without a transaction
- Re-assessment following a transaction

WITHOUT A TRANSACTION

Re-assessment occurs annually in Florida; however, in the event that there is not a recorded sale, all taxing authorities with the exception of schools have a 10% cap on assessment increases per year for non-homestead property and a 3% cap on homestead property. This commonly results in a difference between the County's estimated *Market Value* (also called *Just Value*) and the *Assessed Value* as it applies to the other taxing authorities. For this reason, properties that have not sold and been subsequently re-assessed in recent history tend to have assessments that lag actual market value considerably.

FOLLOWING A TRANSACTION

The sale of a property can and usually does, trigger re-assessment for the following year in Florida. However, the property will not necessarily be re-assessed at the sale price. In our experience, it is common for assessment levels lag sale prices. In the event of a recorded, arm's length transaction, we generally see re-assessment as a percentage of the purchase price the following January 1. The re-assessment rate varies significantly by county, asset type and class and conditions of sale.

At this point in the cycle when Counties have had the benefit of capturing increases on post-sale re-assessments for many years, we are seeing that while there may be a substantial increase in the year following acquisition, assessments can be relatively flat the year following the initial increase (Year 2). Additionally, in some cases, owners have been successful in appealing the increases, which varies county-to-county. Since 2009 Assessor's no longer have the Presumption of Correctness, rather the Preponderance of Evidence. This increased the burden on the Assessor's office to support assessments if contested and as a result, some have been more conservative in increasing assessments.

SUMMARY

For all the reasons discussed, projecting future real estate tax assessment levels, and resultant tax liability can be subjective. The contributing factors are:

- Timing in the cycle
- Lag that occurs based on the timing of re-assessment following a sale
- Variability in how counties are handling re-assessment following a sale
- In an up-market, assessments lagging in the years following a re-set either due to assessments being held flat, or further market improvement as a result of market trends overall, or property improvements completed by new ownership following acquisition

SUBJECT PROPERTY TAXES

The subject is owned by a governmental agency and is not subject to property taxes. However, in the event of acquisition by a Private Party that is not exempt, the property will be assessed by the Duval County property Appraiser's Office and will more than likely will result in an increased tax burden.

HIGHEST AND BEST USE

INTRODUCTION

The highest and best use is the reasonable, probable, and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible and that results in the highest value. These criteria are often considered sequentially. The tests of legal permissibility and physical possibility must be applied before the remaining tests of financial feasibility and maximal productivity. A financially feasible use is precluded if it is legally prohibited or physically impossible. If a reasonable possibility exists that one of the prior, unacceptable conditions can be changed, is it appropriate to proceed with the analysis with such an assumption.

HIGHEST AND BEST USE CRITERIA

The site's highest and best use is analyzed both as vacant and as improved, and if improvements are proposed then an as proposed analysis is required. In all cases, the property's highest and best use must meet four criteria: (1) legally permissible; (2) physically possible; (3) financially feasible; and (4) maximally productive.

HIGHEST AND BEST USE AS VACANT

LEGALLY PERMISSIBLE

Legal restrictions include deed restrictions, CC&R's, lease encumbrances, zoning requirements, building codes, historic district controls and environmental regulations, and were previously analyzed to determine legally permitted uses. Legally, the subject is zoned C-2, Commercial, by the City of Neptune Beach. No other legal restrictions have been identified that would limit development of the property beyond the development standards stipulated by municipal code.

PHYSICALLY POSSIBLE

Size, shape, topography, soil condition, availability of utilities, transportation access, surrounding uses, and locational characteristics were previously analyzed to determine which legal land uses are physically possible and which are best to conform to the physical and locational aspects of the site and its setting with respect to the neighborhood and community.

The site does not meet the minimum lot size requirements of the C-2 zoning district and therefore, there are no physically possible uses of the site.

FINANCIALLY FEASIBLE/MAXIMALLY PRODUCTIVE

In that the subject property does not meet the minimum lot size requirements under the C-2 zoning, the Highest and Best Use would be for assemblage with an adjacent property.

VALUATION PROCESS

In estimating the Market Value of the Fee Simple Interest in the subject area a lack of private-party sales of alleyways and cul de sac's requires use of the "Across-The-Fence" ("ATF") method of value, commonly used in corridor valuation. This method is based on the premise that corridor land is at least as valuable as the land it passes through. This value method is supported by comparison with adjacent lands including the consideration of adjustment factors such as market conditions, real property rights conveyed and location.

Sales of comparable vacant commercial land from the area have been gathered, verified, and included in this report in support of the Fee Simple Market Value estimate. This is typical of how the appraisers' peers would answer this particular appraisal problem.

FEE SIMPLE LAND VALUATION

In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have sold. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable competitive properties.

The principles of supply and demand, substitution, balance, and externalities are the basis of this approach. When there is sufficient data to include value trends, the Sales Comparison Approach may provide the most direct and accurate approach to value.

The following system or procedure is used to apply the Sales Comparison Approach:

- Research the market to locate data on sales that are similar to the subject property.
- Verify the data for accuracy and arm's length considerations.
- Select the units of comparison most commonly used by buyers and sellers.
- Using the elements of comparison and physical characteristics, compare and adjust the comparable sales to the subject property.
- Reconcile the values produced by the different units of comparison into a single value or range.

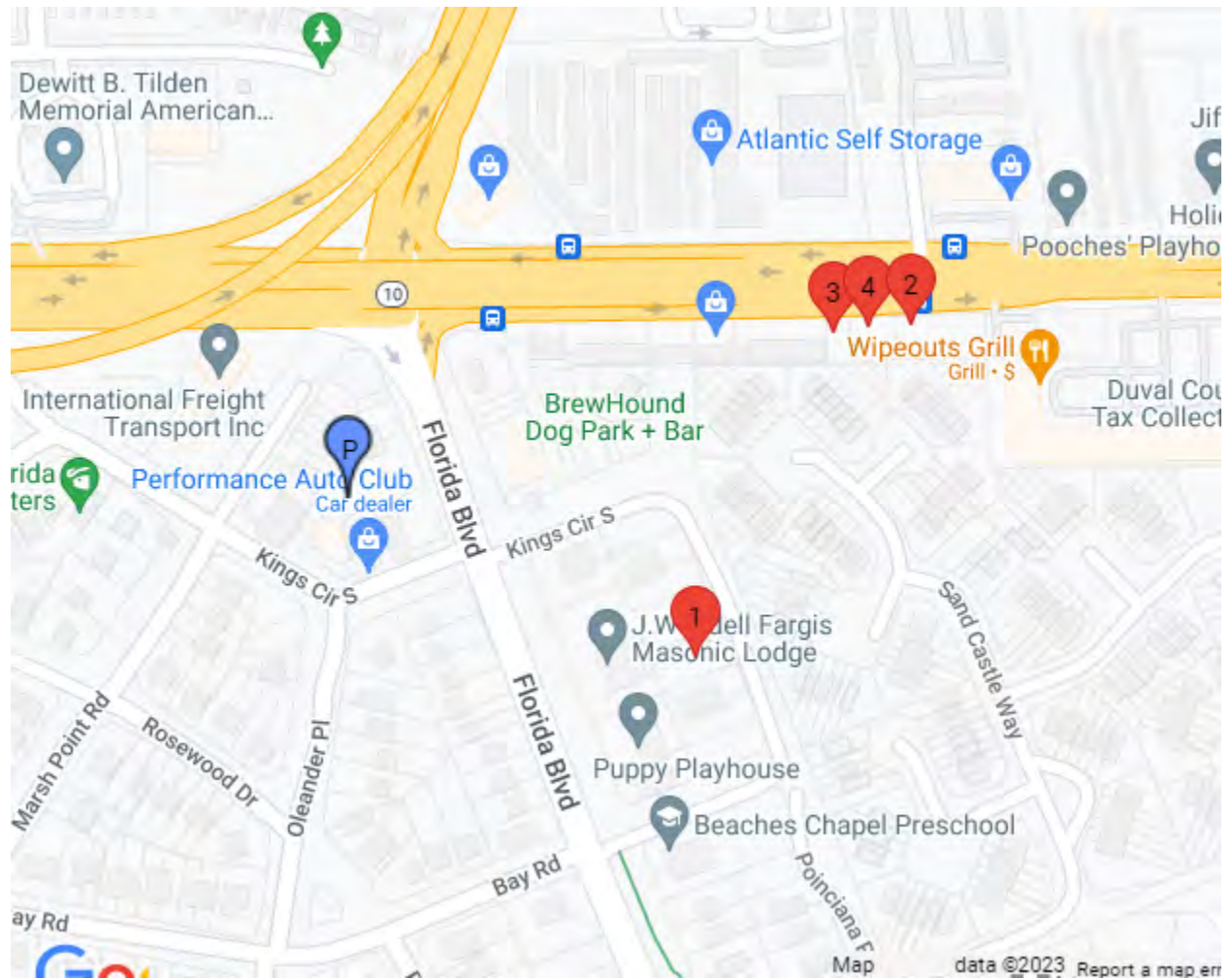
COMPARABLE LAND SALES

The subject of this appraisal is a 2,547 square foot alleyway/cul de sac. The "Across the Fence" method is based on the premise that corridor land is at least as valuable as the land it passes through. Our search for comparables focused on vacant land parcels with similar zoning, utility, and location to the subject located in Neptune Beach, Florida. Four commercial land sales have been presented in support of the land value.

UNIT OF COMPARISON

Based on market behavior observed, the most appropriate unit of comparison for this analysis is price per square foot.

COMPARABLE LAND SALES MAP



COMPARABLE LAND SALES SUMMARY

SUMMARY OF LAND SALES							
Comp No.	Property / Location	Date of Sale	Transaction Status	Site Size (Net Acres)	Zoning	Sale Price	Price per SF (Net)
1	Poinciana Lot Poinciana Road Neptune Beach, FL	Mar-22	Closed	0.15	C-2, Commercial	\$150,000	\$22.56
2	Atlantic Boulevard Site Atlantic Boulevard Neptune Beach, FL	Apr-21	Closed	0.13	C-2, Commercial	\$150,000	\$26.49
3	HOS Properties Site Atlantic Boulevard Neptune Beach, FL	Apr-21	Closed	0.08	C-2, Commercial	\$100,000	\$27.78
4	Portion of HOS Properties Site Atlantic Boulevard Neptune Beach, FL	Apr-21	Closed	0.04	C-2, Commercial	\$50,000	\$28.70
Subj.	Marsh Point Road Alleyway Located between Florida Boulevard and Marsh Point	—	—	0.06	C-2, Commercial	—	—

COMMENTS

1 - Sale of a parcel of commercial land zoned C-2 in Neptune Beach, Florida. The property is located along a dirt road one block east of Florida Boulevard.

2 - Sale of a parcel of vacant land on the south side of Atlantic Boulevard. The site is only accessible via Florida Boulevard and is situated along an on-ramp for eastbound Atlantic Boulevard.

3 - Sale of a parcel of vacant land zoned C-2 in Neptune Beach, Florida. The site is only accessible via Florida Boulevard and is situated along an on-ramp for Atlantic Boulevard eastbound.

4 - Sale of a small parcel of land located along the south side of Atlantic Boulevard in Neptune Beach. The property was purchased alongside an adjacent property from separate sellers for the development of an office building.

COMPARABLE LAND SALES ADJUSTMENT GRID

COMPARABLE LAND SALE ADJUSTMENTS					
	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Property / Location	Marsh Point Road Alleyway Located between Florida Boulevard and Marsh Point	Poinciana Lot Poinciana Road Neptune Beach, FL	Atlantic Boulevard Site Atlantic Boulevard Neptune Beach, FL	HOS Properties Site Atlantic Boulevard Neptune Beach, FL	Portion of HOS Properties Site Atlantic Boulevard Neptune Beach, FL
Transaction Status	-----	Closed	Closed	Closed	Closed
Date of Sale	-----	Mar-22	Apr-21	Apr-21	Apr-21
Site Size (Acres)	0.06	0.15	0.13	0.08	0.04
Site Size (SF)	2,547	6,650	5,663	3,600	1,742
Sale Price	-----	\$150,000	\$150,000	\$100,000	\$50,000
Zoning	C-2	C-2	C-2	C-2	C-2
Unadjusted Price per SF	-----	\$22.56	\$26.49	\$27.78	\$28.70
Transactional Adjustments					
Property Rights Conveyed		<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00
Financing Terms					
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00
Conditions of Sale					
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00
Market Conditions	<i>May-23</i>	<i>Mar-22</i>	<i>Apr-21</i>	<i>Apr-21</i>	<i>Apr-21</i>
Adjustment		3.00%	6.00%	6.00%	6.00%
Total Transactional Adjustments		\$0.68	\$1.59	\$1.67	\$1.72
Adjusted Price per SF		\$23.23	\$28.08	\$29.44	\$30.42
Property Adjustments					
Location		<i>Similar</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>
		0%	0%	0%	0%
Zoning / Intended Use	<i>C-2</i>	<i>C-2</i>	<i>C-2</i>	<i>C-2</i>	<i>C-2</i>
		0%	0%	0%	0%
Utilities / Infrastructure		<i>Similar</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>
		0%	0%	0%	0%
Topography	<i>Generally level</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>
		0%	0%	0%	0%
Total Property Adjustments		0%	0%	0%	0%
Indication for Subject per SF		\$23.23	\$28.08	\$29.44	\$30.42

ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits, and the economic characteristics of the property.

DISCUSSION OF ADJUSTMENTS

TRANSACTIONAL ADJUSTMENTS

PROPERTY RIGHTS CONVEYED

This adjustment accounts for any impact that the property rights transferred to the buyer may have on sale price. For leased fee properties, the length of leases in place and the relationship of market to contract rent could impact value. Some properties may have stronger appeal to an owner-user or an investor, resulting in a premium or discount associated with fee simple property rights. If a buyer acquires the leasehold interest in a comparable, then an adjustment may be necessary that accounts for the impact to the of ground rent and/or risk associated with the expiration of the ground lease to the sale price.

Each comparable reflected a transfer of the Fee Simple estate and no adjustment is needed for this category.

FINANCING TERMS

This category accounts for differences in financing terms associated with the transaction. Financing arrangements that may require an adjustment include mortgage assumptions (at favorable interest rates), seller buydowns, installment sales, wrap-around loans, or any other atypical financing arrangements that do not represent cash-equivalent terms.

No atypical financing was reported for any sales and no adjustment is needed for this category.

TERMS/CONDITIONS OF SALE

Adjustments for conditions of sale typically reflect various motivations of the buyer and/or seller. This may include such factors as seller distress (short sale, REO, auction) or buyer motivation (assemblage, etc.). In some situations, the conditions of sale may significantly affect transaction prices. Properties that are listed for sale may require adjustments herein to account for any disparity between asking prices and the achievable sale price anticipated.

No atypical sale conditions were reported for any sales and no adjustment is needed for this category.

MARKET CONDITIONS

This adjustment category accounts for differences in economic conditions between the effective date of appraisal and the transaction date of the comparable, such as may be caused by changing supply and demand factors, rental rates, vacancy rates and/or capitalization rates.

The sales transacted between April of 2021 and March of 2022. Market conditions were generally strengthening over this period and an upward adjustment of 3.0% per year has been applied.

PROPERTY ADJUSTMENTS

LOCATION

The appeal of a property's location to users of and/or investors in a particular property type can influence value significantly. This factor broadly considers the impact of demographics, geographical attributes, access to transportation networks and local land use trends on pricing. Comparisons of location can often be derived, or even quantified, by examining rent, vacancy, capitalization rate, and land value trends in the subject and directly competitive areas.

Each of the comparables are located in the subject's immediate area and no adjustment for location is necessary.

ZONING / INTENDED USE

The value of vacant land is largely contingent upon its potential use. This factor considers the uses permitted by the applicable development standards, per the subject's zoning designation. The maximum density to which a property can be developed typically impacts total value positively; however, depending upon property type, location, and type of construction higher permitted densities can have an inverse relationship to pricing on a per-unit or per-square-foot basis.

All of the comparables were considered similar to the subject and no adjustments were required for this category.

UTILITIES / INFRASTRUCTURE

Infrastructure adjustments may reflect differences in utility availability/capacity, developmental plans, or other outside influences.

None of the comparables have utilities to the site and no adjustment is necessary for this category.

TOPOGRAPHY

Topography characteristics can influence pricing, as sites with more radical elevation changes typically increase site preparation/development costs when compared to a level site.

All of the comparables were considered similar to the subject and no adjustments were required for this category.

LAND VALUE CONCLUSION

SALES SUMMARY	UNADJUSTED	ADJUSTED
Minimum	\$22.56	\$23.23
Maximum	\$28.70	\$30.42
Average	\$26.38	\$27.79
Median	\$27.13	\$28.76
Standard Deviation	\$2.34	\$2.76

After adjustments, the comparable land sales reflect a relatively narrow range from \$23.23 to \$30.42 per square foot, with an average of \$27.79 per square foot. Roughly half of the site abuts parcels having frontage along Marsh Point Road, and the other half abutting parcels with frontage along Florida Boulevard. We have allocated a slightly lower value to the portion of the subject that fronts Marsh Point Road as this ROW is a dead-end street, and it lacks the visibility and exposure of the parcels having frontage along Florida Boulevard that has an AADT of 17,000 vehicles according to the FDOT.

Based on the data available and the analyses presented, the indicated value of the land by the Sales Comparison is calculated in the following tables.

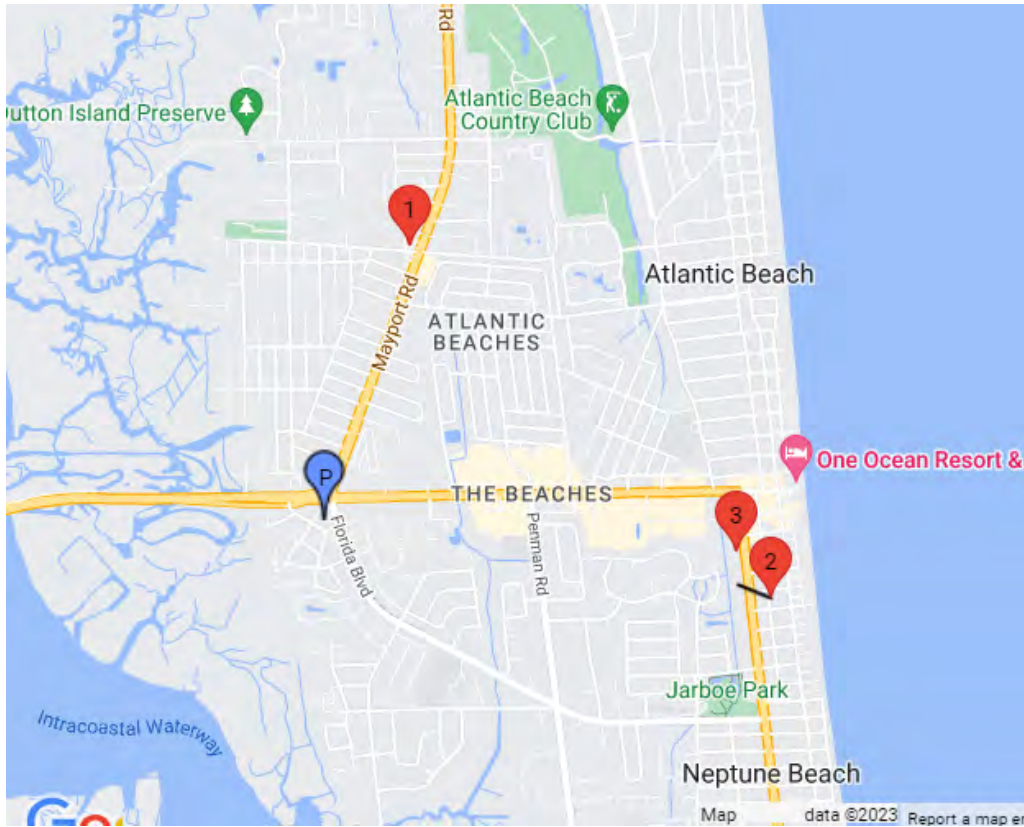
LAND VALUE CONCLUSION - MARSH POINT ROAD FRONTAGE	
Indicated Value per SF	\$25.00
Land Area (SF)	x 1,274
Indicated Value	\$31,838
Rounded to nearest \$1,000	\$32,000

LAND VALUE CONCLUSION - FLORIDA BOULEVARD FRONTAGE	
Indicated Value per SF	\$30.00
Land Area (SF)	x 1,273
Indicated Value	\$38,190
Rounded to nearest \$1,000	\$38,000

LAND VALUE CONCLUSION - OVERALL PROPERTY	
Value Indication - Marsh Point Road Frontage	\$32,000
Value Indication - Florida Boulevard Frontage	\$38,000
Indicated Value	\$70,000

SUPPLEMENTAL LAND SALE DATA

At the request of the client, we have included the following supplemental land sales from the subject’s local market area. The following commercial land sales were not analyzed in the Sales Comparison Approach as they are not considered directly comparable to the subject.



SUMMARY OF SUPPLEMENTAL LAND SALES									
Comp No.	Property / Location	Date of Sale	Transaction Status	Site Size (Net Acres)	Site Size (Net SF)	Zoning	Property Use	Sale Price	Price per SF (Net)
1	Car Wash Site 1500 Mayport Road Atlantic Beach, FL	Feb-22	Closed	0.94	40,946	CG, Commercial General	Commercial	\$1,275,000	\$31.14
2	Neptune Beach Redevelopment Site 500 3rd Street Neptune Beach, FL	May-21	Closed	1.51	65,776	C-1, Commercial	Commercial	\$2,500,000	\$38.01
3	Neptune Beach Office Site 310 3rd Street Neptune Beach, FL	Nov-20	Closed	0.74	32,234	C-1, Commercial	Commercial	\$1,400,000	\$43.43
Subj.	Marsh Point Road Alleyway Located between Florida Boulevard and Marsh Point Road Neptune Beach, Florida	—	—	0.06	2,547	C-2, Commercial	Commercial	—	—

RECONCILIATION AND FINAL VALUE

The subject property is a portion of a commercial alleyway located between Florida Boulevard and Marsh Point Road in Neptune Beach Duval County, Florida. The subject site contains approximately 2,547 SF of land and abuts parcels zoned C-2 by the City of Neptune Beach. The "Across the Fence" method of valuation was utilized. In the case of commercial vacant land, the Sales Comparison Approach is considered the most reliable and is utilized by the market participants in the market. The comparables utilized are commercial vacant tracts within close proximity to the subject and each being zoned C-2 and are considered to be the best data available for comparison.

Based on the inspection of the property and the investigation and the analysis undertaken, we have developed the following value opinion.

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	May 10, 2023	\$70,000

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Florida.
9. The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, Kyle Catlett, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
12. As of the date of this report, Drake DeRango has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
13. Kyle Catlett, MAI has and Drake DeRango has made a personal inspection of the property that is the subject of this report.
14. No one provided significant real property appraisal assistance to the person signing this certification.
15. Kyle Catlett, MAI has not and Drake DeRango has not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
16. The use of this report is subject to the requirements of the Florida Real Estate Appraisal Board relating to review by its duly authorized representatives. As of the date of this report, Kyle Catlett, MAI, and Drake DeRango, is a State Certified Appraiser and has completed the continuing education requirements for the State of Florida.



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STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.

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- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
- h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
- i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
- j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
- k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
- l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
- m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the
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inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

- 3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.

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- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
 - 12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
 - 13) Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (b) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of an Appraisal Report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

Overview

BBG OVERVIEW

BBG is one of the nation's largest real estate due diligence firms with more than 45 offices across the country serving more than 3,000 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

THE BBG DIFFERENCE

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

Qualified Team. Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality.

SERVICES

Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support
- + Manufactured Housing and Campgrounds

Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

Assessment

- + Environmental due diligence
- + Property condition consulting
- + Small loan services
- + Energy consulting
- + Environmental consulting
- + Zoning
- + ALTA Surveys

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GLOSSARY

Appraisal: (noun) the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.⁷

Appraisal Practice: valuation services performed by an individual acting as an appraiser, including but not limited to appraisal and appraisal review.⁷

Appraisal Review: (noun) the act or process of developing an opinion about the quality of another appraiser's work (i.e., a report, part of a report, a workfile, or some combination of these), that was performed as part of an appraisal or appraisal review assignment, (adjective) of or pertaining to an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment.⁷

Appraiser: one who is expected to perform valuation services competently and in a manner that is independent, impartial and objective.⁷

Appraiser's Peers: other appraisers who have expertise and competency in a similar type of assignment.⁷

Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.¹

Asset:

1. Any item, the rights to which may have economic value, including financial assets (cash or bonds), business interests, intangible assets (copyrights and trademarks), and physical assets (real estate and personal property).
2. In general business usage, something owned by a business and reflected in the owner's business sheet.

Asset: A resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity.²

Assignment: a valuation service that is provided by an appraiser as a consequence of an agreement with a client.⁷

Assignment Conditions: Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulation, jurisdictional exceptions, and other conditions that affect the scope of work.⁷

Assignment Elements: Specific information needed to identify the appraisal or appraisal review problem: client and any other intended users, intended use of the appraiser's opinions and conclusions, type and definition of value; effective date of the appraiser's opinions and conclusions; subject of the assignment and its relevant characteristics; and assignment conditions.⁷

Assignment Results: An appraiser's opinions or conclusions, not limited to value, that were developed when performing an appraisal assignment, an appraisal review assignment, or a valuation service other than an appraisal or appraisal review.⁷

Bias: a preference or inclination that precludes an appraiser's impartiality, independence, or objectivity in an assignment.⁷

Business Enterprise: an entity pursuing an economic activity.⁷

Business Equity: the interests, benefits, and rights inherent in the ownership of a business enterprise or a part thereof in any form (including, but not necessarily limited to, capital stock, partnership interests, cooperatives, sole proprietorships, options, and warrants).⁷

Capital Expenditure: Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations. Also referred to as Cap Ex.¹

Cash Equivalency Analysis: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.¹

Client: the party or parties (i.e., individual, group or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.⁷

Condominium Ownership: A form of fee ownership of separate units or portions of multiunit buildings that provides for formal filing and recording of a divided interest in real estate.¹

Confidential Information:

1: information that is either:

- Identified by the client as confidential when providing it to a valuer and that is not available from any other source, or
- Classified as confidential or private by applicable law or regulation.

2: Information that is either

- Identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or
- Classified as confidential or private by applicable law or regulation *
- NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. The Federal Trade Commission (FTC) issued two rules. The first rule (16 CFR 313) focuses on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities include "appraising real or personal property." The second rule (16 CFR 314) requires appraisers to safeguard customer non-public personal information. Significant liability exists for appraisers should they fail to comply with these FTC rules.⁷

Cost: the actual or estimated amount required to create, reproduce, replace or obtain a property.⁷

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.¹

Credible: worthy of belief.⁷

Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.¹

Disposition Value: The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a specific time, which is short than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration of the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.¹

Economic Life: The period over which improvements to real estate contribute to property value.¹

Effective Date: the date to which the appraiser's analysis, opinions and conclusions apply, also referred to as date of value.⁷

Effective Gross Income Multiplier (EGIM): The ratio between the sale price (or value) of a property and its effective gross income.¹

Effective Rent: Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions, the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.¹

Exposure Time: an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effect date of the appraisal.⁷

Extraordinary Assumption: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.⁷

Fair Market Value:

1. In nontechnical usage, a term that is equivalent to the contemporary usage of market value.
2. As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. For example, one definition of *fair market value* provided by the Internal Revenue Service for certain purposes is as follows: The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate. (IRS Regulation §20.2031-1)¹

Fair Share:

1. A share of a fund or deposit that is divided or distributed proportionately.
2. A share of a burden or obligation that is divided proportionately; e.g., a tenant in a multitenant building or development may be required to pay a pro rata share of the building's operating expenses based on the number of square feet the tenant occupies. In a shopping center, the tenant's share of operating costs is often stated as a fraction, with the gross leasable area of the tenant's premises as the numerator and the gross leasable area or gross leased area of the entire shopping center as the denominator.
3. The share of a trade area that a retail facility is likely to capture; assumes that capture is a function of property size as a proportion of the overall inventory of competitive space in the trade area, i.e., that the facility captures a "fair share" of the trade area.¹

Fair Value:

1. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (FASB)
2. The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties. (This does not apply to valuations for financial reporting.) (IVS).¹
3. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.²

Feasibility Analysis: a study of the cost benefit relationship of an economic endeavor.¹

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.¹

Going Concern:

1. An established and operating business having an indefinite future life.
2. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations [transforming resources from one form to a different, more valuable form] will be completed.¹

Gross Building Area (GBA):

1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super structure and substructure basement; typically does not include garage space.¹

Highest and Best Use:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS).
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)¹

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.⁷

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.¹

Inspection: Personal observation of the exterior or interior of the real estate that is the subject of an assignment performed to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility. Note that this is not the inspection process performed by a licensed or certified building inspector.¹

Insurable Value: A type of value for insurance purposes.¹

Intangible Property (intangible Assets): Nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment.⁷

Intended Use: the user(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.⁷

Intended User: the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.⁷

Internal Rate of Return ("IRR"): The annualized yield rate or rate of return on capital that is generated or capable of being generalized within an investment of portfolio over a period of ownership. Alternatively, the indicated return of capital associated with a projected or pro forma income stream. The discount rate that equates the present value of the net cash flows of a project with the present value of the capital investment. It is the rate at which the Net Present Value (NPV) equals zero. The IRR reflects both the return on invested capital and the return of the original investment, which are basic considerations of potential investors. Therefore, deriving the IRR from analysis of market transactions of similar properties having comparable income patterns is a proper method for developing market discount rates for use in valuations to arrive at Market Value. Used in discounted cash flow analysis to find the implied or expected rate of return of the project, the IRR is the rate of return which gives a zero net present value (NPV). See also equity yield rate (YE); financial management rate of return (FMRR); modified internal rate of return (MIRR); yield rate (Y).¹

Investment Value: 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)¹

Jurisdictional Exception: an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.⁷

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.¹

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.¹

Liquidation Value: The most probable price that a specific interest in real

property should bring under the following conditions: 1) Consumption of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.¹

Load Factor: A measure of the relationship of common area to useable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of usable area from the rentable area and then dividing the difference by the usable area:¹

Load Factor =

$$\frac{(\text{Rentable Area} - \text{Useable Area})}{\text{Useable Area}}$$

Market Value: a type of value stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.⁷

Market Value "As If Complete" On The Appraisal Date: Market value as if complete on the effective date of the appraisal is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value "As Is" On The Appraisal Date: Value As Is -The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. See also effective date; prospective value opinion.

Market Value of the Total Assets of the Business: The market value of the total assets of the business is the market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern. This assumes that the business is expected to continue operations well into the future.⁴

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)³

Mass Appraisal: the process of valuing a universe of properties as of a given date using standard methodology, employing common data and allowing for statistical testing.⁷

Mass Appraisal Model: a mathematical expression of how supply and demand factors interact in a market.⁷

Misleading: intentionally or unintentionally misrepresenting, misstating or concealing relevant facts or conclusions.⁷

Net Lease: A lease in which the landlord passes on all expenses to the tenant. See also lease.¹

Net Rentable Area (NRA): 1) The area on which rent is computed. 2) The

rentable Area of a floor shall be computed by measuring that inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.⁵

Penetration Ratio (Rate): The rate at which stores obtain sales from within a trade area or sector relative to the number of potential sales generated; usually applied to existing facilities. Also called: penetration factor.¹

Personal Inspection: a physical observation performed to assist in identifying relevant property characteristics in a valuation service.⁷

Personal Property: any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal", such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment, and intangible property that is created and stored electronically such as plans for installation art, choreography, emails or designs for digital tokens.⁷

Physical Characteristics: attributes of a property that are observable or measurable as a matter of fact, as distinguished from opinions and conclusions, which are the result of some level of analysis or judgement.⁷

Price: the amount asked, offered or paid for a property.⁷

Prospective opinion of value. A value opinion effective as of a specified future date. The term does not define a type of value. Instead it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.¹

Real Estate: an identified parcel or tract of land, including improvements, if any.⁷

Real Property: the interests, benefits and rights inherent in the ownership of real estate.⁷

Reconciliation: A phase of a valuation assignment in which two or more value indications are processed into a value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value.¹

Relevant Characteristics: features that may affect a property's value or marketability such as legal, economic or physical characteristics.⁷

Reliable Measurement: [The IAS/IFRS framework requires that] neither an asset nor a liability is recognized in the financial statements unless it has a cost or value that can be measured reliably.²

Remaining Economic Life: The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.¹

Replacement Cost: The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout.¹

Report: any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.⁷

Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."¹

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.¹

Scope of Work: the type and extent of research and analyses in an appraisal or appraisal review assignment.⁷

Signature: personalized evidence indicating authentication of the work performed by the appraiser and the acceptance of the responsibility for content, analyses and the conclusions in the report.⁷

Stabilized value: A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value. It is also a value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a premium paid due to a temporary shortage of supply.

Substitution: The principle of substitution states that when several similar or commensurate commodities, goods, services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.³

Total Assets of a Business: Total assets of a business is defined by the Appraisal Institute as “the tangible property (real property and personal property, including inventory and furniture, fixtures and equipment) and intangible property (cash, workforce, contracts, name, patents, copyrights, and other residual intangible assets, to include capitalized economic profit).”

Use Value:

The value of a property assuming a specific use, which may or may not be the property’s highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.¹

Valuation Service: a service pertaining to an aspect of property value, regardless of the type of service and whether it is performed by appraisers or by others.⁷

Value: the monetary relationship between properties and those who buy and sell, or use those properties, expressed as an opinion of the worth of a property at a given time.⁷

Workfile: data, information and documentation necessary to support the appraiser’s opinions and conclusions and to show compliance with USPAP.⁷

¹Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute 2010). ²Appraisal Institute, *International Financial Reporting Standards for Real Property Appraiser*, IFRS Website, www.ifrs-ebooks.com/index.html. ³Appraisal Institute, *The Appraisal of Real Estate*, 13th ed. (Chicago: Appraisal Institute 2008). ⁴ This definition is taken from “Allocation of Business Assets Into Tangible and Intangible Components: A New Lexicon,” *Journal of Real Estate Appraisal*, January 2002, Volume LXX, Number 1. This terminology is to replace former phrases such as: value of the going concern. ⁵Financial Publishing Company, *The Real Estate Dictionary*, 7 ed. ⁶ U.S. Treasury Regulations. ⁷USPAP 2020-2021

LETTER OF ENGAGEMENT

May 10, 2023

Mr. Jean Bakkes
Marshpoint Properties Two, LLC
2300 Marsh Point Road
Neptune Beach, FL 32266

Phone: 904-853-6801
Email: Jean@skyenterprises.com

RE: Appraisal of city-owned right of way located on east side of Marsh Point Road, Neptune Beach, Florida

Dear Mr. Bakkes:

We are pleased to submit this proposal and our Terms and Conditions for the appraisal of the above referenced real estate.

PROPOSAL SPECIFICATIONS

Valuation Premise:	Form an opinion of the market value of a portion of an unnamed alleyway as shown on the survey provided by Marshpoint Properties Two, LLC.
Property Rights Appraised:	Fee Simple
Intended Use:	Property valuation for a potential acquisition by Marshpoint Properties Two, LLC
Intended Users:	Marshpoint Properties Two, LLC as well as egal counsel and designated representatives. A secondary user may also include the City of Neptune Beach.
Scope of Work:	"ATF" Across the Fence Methodology. Sales Comparison Approach.
Inspection:	Onsite inspection by a BBG Appraiser. TBD
Appraisal Standards:	Uniform Standards of Professional Appraisal Practice (USPAP) and Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
Delivery Date:	12 business days from date of acceptance
Report Delivery Recipients:	If any other person(s) are authorized to be included on delivery of the report, please include their information in the space below:
Name(s):	
Email(s):	
Acceptance Date:	Date of Execution
Report Type:	Appraisal Report
Fee:	\$4000. Fee includes up to two hours of consultation time after delivery of the final reports. Any time incurred thereafter will be billed at an hourly rate.

Please indicate below who is responsible for payment:

Name: MARSHPOINT TWO LLC
Company: _____
Address: _____
Phone: _____
Email: _____

Signature: 

Retainer:

50% at engagement

Wire Payment/ACH Information Below:

Bank of America

Acct#: 488038497058

Wire Payment Routing#: 026009593

ACH Payment Routing#: 111000025

Payment Terms:

Balance is due and payable upon delivery of the final report or within 30 days of your receipt of our draft report, whichever is sooner. If a draft report is requested, the fee is considered earned upon delivery of our draft report.

Report Copies:

1 email PDF to the client with hard copies available upon request

The attached Terms and Conditions of the Engagement are deemed part of this Appraisal Services Agreement and are incorporated fully herein by reference and shall apply to any appraisal reports, contract or orders into which they are incorporated. In addition, with respect to any appraisal report, any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by BBG, Inc. and its agents, servants, employees, principals, affiliated companies and all those in privity with them, constitutes acceptance of such Terms and Conditions of the Engagement, as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the appraisal report. Use of this appraisal report constitutes acknowledgement and acceptance of the Terms and Conditions of the Engagement, special assumptions (if any), extraordinary assumptions (if any), and hypothetical conditions (if any) on which this estimate of market value is based. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk.

Client acknowledges and agrees that BBG may anonymize all property and operational information ("Client Data") provided and aggregate with other anonymized data from other Clients and/or other sources and use such aggregated, anonymized Client Data in existing or future BBG product offerings. BBG shall process the Client Data in a manner that renders the form and source of the Client Data unidentifiable to any other Client or third party. We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.



As Agent for BBG, Inc.
Kyle Catlett, MAI
Director

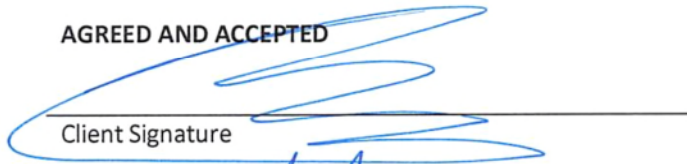
Valuation

Cert Gen RZ3875

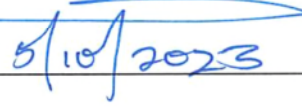
P 813-212-1286 C 813-833-1986

E kcatlett@bbgres.com

AGREED AND ACCEPTED



Client Signature



Date

Terms and Limiting Conditions of the Engagement

The Terms and Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal and Consulting Services Agreement and are incorporated fully therein, and shall apply to any appraisal services, consulting services, oral testimony, reports, contracts, or orders into which they may be incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report. "Appraiser" may also mean "Consultant" in a consulting assignment.
3. "Appraisal and Consulting Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal and Consulting Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means any appraisal or consulting report(s) prepared by or oral report and/or testimony presented by BBG, Inc.
6. "Report" means a written or oral report prepared by and/or oral testimony presented by BBG, Inc.

B) Venue and Jurisdiction

THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal and Consulting Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas (or, if but only if such court lacks jurisdiction, the United States District Court for the Northern District of Texas) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal and Consulting Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the same was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective report or services unless the same was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect, and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to this agreement are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you as a Client. The use of BBG, Inc.'s product by third parties is not intended unless

Terms and Limiting Conditions of the Engagement

expressly stated and shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc.

D) Confidentiality

The parties agree that (i) this Appraisal and Consulting Services Agreement and the terms contained herein, (ii) opinions or valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the property of whatever nature made available to either party by the other (including all versions of BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal and Consulting Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

Appraisal services have been provided with the following general assumptions:

1. Notwithstanding that the Appraiser may comment on, analyze or assume certain conditions in the appraisal or consulting assignment, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal or consulting assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the written report or oral report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way, except as stated.

Terms and Limiting Conditions of the Engagement

- e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report or oral report.
- h) It is assumed the subject property is not adversely affected by the potential of floods unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any existing or proposed buildings.
- i) Unless otherwise stated within the appraisal report or oral report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's or Consultant's inspection.
- j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report or oral report. Further, unless so stated in the report or oral report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
- k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
- l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
- m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the report.

Terms and Limiting Conditions of the Engagement

2. If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
3. If provided, the estimated insurable value or cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value or cost purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
4. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. Any appraisal report is based on market conditions existing as of the effective date.
5. Any value opinions reported or expressed apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated for any other application.
6. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
7. The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
8. Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
9. If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
10. Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
11. The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser or Consultant. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
12. The submission of the appraisal report constitutes completion of the services authorized and agreed upon unless other services are provided for in this agreement. Such report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any

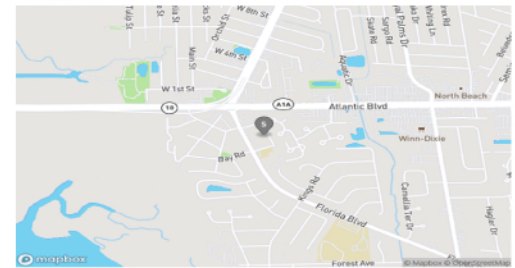
Terms and Limiting Conditions of the Engagement

subsequent required attendance at conferences, depositions, or judicial or administrative proceedings, unless otherwise defined herein. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work. A payment agreement must be reached in advance of the Appraiser providing such services.

13. Client shall not disseminate, distribute, make available or otherwise provide any appraisal report prepared hereunder to any third party (including without limitation, incorporating or referencing the report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the report provided that either Appraiser has received an acceptable release from such third party with respect to such report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the report to such third party, (b) any third party service provider (including rating agencies and auditors) using the report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of a report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the report.

COMPARABLE LAND SALES

Sale Comparable #1
Poinciana Lot
Poinciana Road
Neptune Beach, FL 32266
Duval County
BBG Property #734259

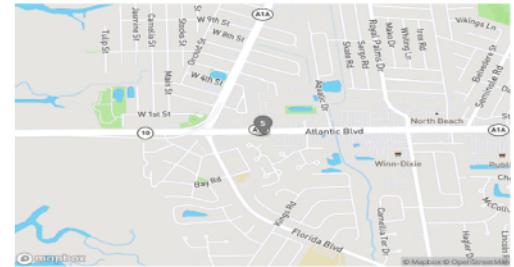


Property Data

Property Type/Use	Land Commercial	Lat/Long	30.322560 / -81.4179
Parcel ID #	173341 0000	Census Tract	0140.02
Opportunity Zone	No	Frontage	50 feet along Poinciana Road
Gross Land Area	6,650 SF 0.15 Acres	Net Land Area	6,650 SF 0.15 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	12031C0408J Dated November 2, 2018
Utilities		Terrain / Topography	
Easements / Encroachments	There are no known detrimental easements, encroachments or other restrictions that would adversely affect the site's use or marketability.	Zoning	C-2 Commercial

Sale Transaction Data for BBG Event #855567 on 3/17/2022					Net Area	Gross Area
Transaction Date	3/17/2022	Consideration	\$150,000	Price PSF	\$22.56	\$22.56
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$982,556	\$982,556
		Cash Equivalent Price	\$150,000			
Property Rights	Fee Simple					
Grantor	Carlos J. and Ernesto Jose Vargas					
Grantee	Derek and Darnice O'Leary					
Comments	Sale of a parcel of commercial land zoned C-2 in Neptune Beach, Florida. The property is located along a dirt road one block east of Florida Boulevard.					
Verification	5/17/2023					
	Local Broker					

Sale Comparable #2
Atlantic Boulevard Site
 Atlantic Boulevard
 Neptune Beach, FL
 Duval County
 BBG Property #734285

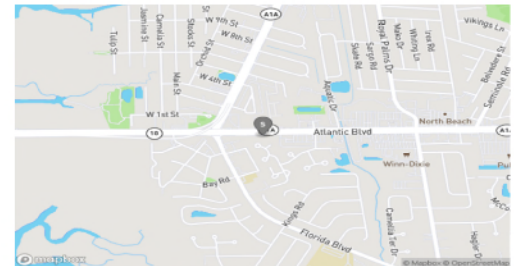


Property Data

Property Type/Use	Land Commercial	Lat/Long	30.324150 / -81.4167
Parcel ID #	173323-0150	Census Tract	0140.02
Opportunity Zone	No	Frontage	
Gross Land Area	5,663 SF 0.13 Acres	Net Land Area	5,663 SF 0.13 Acres
Flood Designation	Zone X (Shaded)	Flood Panel	12031C0408J Dated November 2, 2018
Utilities		Terrain / Topography	
Easements / Encroachments		Zoning	C-2 Commercial
Comments	Site is generally rectangular with adequate utility		

Sale Transaction Data for BBG Event #855589 on 4/22/2021					Net Area	Gross Area
Transaction Date	4/22/2021	Consideration	\$150,000	Price PSF	\$26.49	\$26.49
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$1,153,805	\$1,153,805
		Cash Equivalent Price	\$150,000			
Property Rights	Fee Simple					
Grantor	Ashland Investments, Inc.					
Grantee	Feral Cat Enterprises, LL					
Comments	Sale of a parcel of vacant land on the south side of Atlantic Boulevard. The site is only accessible via Florida Boulevard and is situated along an on-ramp for eastbound Atlantic Boulevard.					
Verification	5/17/2023 Local Broker					

Sale Comparable #3
HOS Properties Site
Atlantic Boulevard
Neptune Beach, FL
Duval County
BBG Property #734289

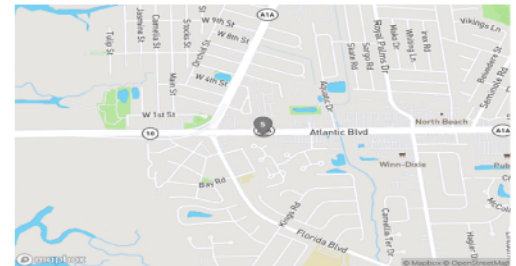


Property Data

Property Type/Use	Land Commercial	Lat/Long	30.324111 / -81.4171
Parcel ID #	173322-0100 173323-0100	Census Tract	0140.02
Opportunity Zone	No	Frontage	
Gross Land Area	3,600 SF 0.08 Acres	Net Land Area	3,600 SF 0.08 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	12031C0408J Dated November 2, 2018
Utilities		Terrain / Topography	Generally level
Easements / Encroachments		Zoning	C-2 Commercial

Sale Transaction Data for BBG Event #855596 on 4/22/2021					Net Area	Gross Area
Transaction Date	4/22/2021	Consideration	\$100,000	Price PSF	\$27.78	\$27.78
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$1,210,000	\$1,210,000
		Cash Equivalent Price	\$100,000			
Property Rights	Fee Simple					
Grantor	Ashland Investments Inc.					
Grantee	HOS Properties LLC					
Comments	Sale of a parcel of vacant land zoned C-2 in Neptune Beach, Florida. The site is only accessible via Florida Boulevard and is situated along an on-ramp for Atlantic Boulevard eastbound.					
Verification	5/17/2023 Local Broker					

Sale Comparable #4
Portion of HOS Properties Site
 Atlantic Boulevard
 Neptune Beach, FL
 Duval County
 BBG Property #734420



Property Data

Property Type/Use	Land Commercial	Lat/Long	30.324134 / -81.4169
Parcel ID #	173323-0100	Census Tract	0140.02
Opportunity Zone	No	Frontage	
Gross Land Area	1,742 SF 0.04 Acres	Net Land Area	1,742 SF 0.04 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	12031C0408J Dated November 2, 2018
Utilities		Terrain / Topography	
Easements / Encroachments		Zoning	C-2 Commercial
Comments	Site is generally rectangular and level with adequate utility		

Sale Transaction Data for BBG Event #855763 on 4/22/2021					Net Area	Gross Area
Transaction Date	4/22/2021	Consideration	\$50,000	Price PSF	\$28.70	\$28.70
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$1,250,287	\$1,250,287
		Cash Equivalent Price	\$50,000			
Property Rights	Fee Simple					
Grantor	Ashland Investments Inc					
Grantee	HOS Properties, LLC					
Comments	Sale of a small parcel of land located along the south side of Atlantic Boulevard in Neptune Beach. The property was purchased alongside an adjacent property from separate sellers for the development of an office building.					
Verification	5/17/2023					
	Local Broker					

APPRAISER QUALIFICATIONS AND LICENSES

QUALIFICATIONS Kyle A. Catlett	
APPRAISAL COMPETENCY	Fee Simple Interest, Leased Fee Interest, Leasehold Interest, Condominium Interest, Going-Concern Value, Ground Lease, Utility/Access Easement, Conservation Easement, Corridor Valuation, Timeshare Estate, Fractional/Partial Interest, Insurable Valuation, Condemnation, Transfer Development Rights
PROPERTY TYPE PROFICIENCY	Acreage, Agricultural (Ranches, Row Crop, Citrus, Timberlands) Assisted Living, Auto Dealerships, Billboards, Borrow Pits, Churches, Conservation Easements, Estates, Governmental, Hotel/Motel, Industrial, Island/Coastal, Manufacturing, Marina, Mines, Multi-family, Multiunit Retail, Residential, Natural Resource, Office, Parking, Reservoirs, Restaurant, Retail, Right-of-Way, Rock Mining, RV/MH Park, Salvage Yard, Schools, Self-storage, Subdivisions, Submerged Land, Wetland, Water Rights, Natural Springs, Air Rights
PROFESSIONAL EXPERIENCE	2021-Current- Director, BBG Real Estate Services 2020-2021 – President, <i>Trigg, Catlett & Associates</i> 2012-2020 – Executive Vice President, <i>Trigg Catlett & Associates</i>
LICENSES & CERTIFICATIONS	State-Certified General Real Estate Appraiser <i>Florida-RZ 3875</i> <i>North Carolina- A8353</i> <i>South Carolina- 8250</i> <i>Alabama- G01451</i> <i>Tennessee- 5689</i> <i>Louisiana- G4113</i> Licensed Florida Real Estate Sales Associate <i>SL 3293620</i>
PROFESSIONAL AFFILIATIONS	MAI designation of the Appraisal Institute National Association of REALTORS® Florida Association of REALTORS® Mid-Florida Regional MLS Greater Tampa Association of REALTORS®
GENERAL EDUCATION	University of Alabama, 2012 Bachelor of Science in Commerce & Business Administration Minor: Spanish Language
SPECIALIZED EDUCATION	Courses completed under the direction of the Appraisal Institute <ul style="list-style-type: none"> • Basic Appraisal Principles (2013) • Basic Appraisal Procedures (2013) • 15 Hour National USPAP Course (2013) • Residential Report Writing & Case Studies (2013) • General Appraiser Sales Comparison Approach (2013)

	<ul style="list-style-type: none"> • General Appraiser Income Approach/Part I (2013) • General Appraiser Income Approach/Part II (2014) • 15 Hour Florida Rules & Law (2013) • Real Estate Finance, Statistics & Valuation Modeling (2013) • General Appraiser Market Analysis and Highest& Best Use (2014) • General Appraiser Report Writing & Case Studies (2015) • General Appraiser Site Valuation & Cost Approach (2015) • Business Practices and Ethics (2015) • Quantitative Analysis (2016) • Advanced Market Analysis and Highest and Best Use (2017) • Advanced Income Capitalization (2017) • Valuation of Conservation Easements (2017) • Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) (2017) • Advanced Concepts and Case Studies (2018) • Evaluating Commercial Leases: The Tenant and the Terms Both Matter (2019) • Raise Your Appraiser IQ (2019) • Appraising Convenience Stores (2020) • Cool Tools: New Technology for Real Estate Appraisers (2020) • Review Theory General (2020) • Artificial Intelligence, AVMs, and Blockchain: Implications for Valuation (2020) • Eminent Domain and Condemnation (2021) • The Valuation of Water and Wastewater Utility Systems (2021)
<p>EXPERT WITNESS EXPERIENCE</p>	<ul style="list-style-type: none"> • Manatee County, Florida Valuation Adjustment Hearings • Hillsborough County, Florida Valuation Adjustment Hearings • Pasco County, Florida Valuation Adjustment Hearings



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CATLETT, KYLE AUSTIN

3800 W BAY TO BAY BOULEVARD
SUITE 23
TAMPA FL 33629

LICENSE NUMBER: RZ3875

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Profile

Drake DeRango is an Appraiser at BBG in the Jacksonville office. He has experience in the valuation of a variety of property types including medical and professional office buildings, retail buildings, distribution centers, hotels, shopping centers, restaurants, and special use properties.

Prior to joining BBG, Mr. DeRango was a Senior Analyst at JLL Valuation and Advisory Services where he performed commercial appraisal and advisory services for a variety of clients including lenders, private sector developers, and governmental entities for mortgage underwriting and portfolio valuation purposes.

Preceding his time at JLL, Mr. DeRango was an Analyst at Integra Realty Resources – Jacksonville where assignments included working with a team of appraisers on multiple property portfolios for right-of-way acquisition cases including eminent domain condemnation cases for the Florida Department of Transportation. Mr. DeRango has also worked with DeRango, Best and Associates in Orlando, Florida as an Analyst performing market rent studies and feasibility analysis for private sector developers as well as appraisal assignments for banking clients.

Professional Affiliations

Appraisal Institute

Candidate for MAI Designation

General Certified Appraiser:

State of Florida, Certified General Real Estate Appraiser (License No. RZ 4058)

Education

Bachelor of Science Finance, Financial Services, University of North Florida

Coursework

Appraisal Institute Courses:

General Appraiser Site Valuation and Cost Approach
General Appraiser Income Approach
General Appraiser Sales Comparison Approach
General Appraiser Report Writing and Case Studies
Florida Appraisal Laws and Regulations
Appraisal of Fast Food Facilities
Basic Hotel Appraising – Limited Service Hotels
Managing Appraiser Liability



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DERANGO, DRAKE WALLACE

6278 DUPONT STATION COURT
UNIT 2
JACKSONVILLE FL 32217

LICENSE NUMBER: RZ4058

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





City of Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 ext. 4 • PIPERTURNER@NBFL.US



Application for vacating public rights-of-way, streets and easements

Date Received _____

Applicant Information

Applicant's Name Marshpoint Properties 2 LLC Phone 904-853-6801

Business Address 2300 Marsh Point Road suite#301

City Neptune Beach State Florida Zip Code 32266

Mailing Address 2300 Marsh Point Road suite#301 Email address Jean@marshpointproperties.com

City Neptune Beach State Florida Zip Code 32266

Is applicant property owner? Yes No

If applicant **DOES NOT** own property, please provide the following:

Property Owner/Name City of Neptune Beach Phone 904-270-2400

Address 116 1st street Fax _____

City Neptune Beach State Florida Zip Code 32266

Property Information

Address _____

The subject property is located on the N E S W side of Florida Blvd
(Circle one)

Approximately 140 feet miles from its intersection with Atlantic Blvd.
(Circle one)

Parcel # NONE Acres _____

Property Zoning Classification Alleyway not zoned.

Legal Description See attached annex A.

Current Use of Property (Check all that apply) Vacant Residential Developed Non-Residential Undeveloped Partially Developed

Reason for requesting the vacation Area sits as unusable extension of alleyway.

Vacated property will be used for Combination with adjacent parcels to develop new office building.

Public purpose and benefit will result from the vacation

Otherwise vacant land serving no purpose made useful. This new building development will fill a gap in current supply of office space at the beach, Increase tax collection on developed property, and could reduce traffic and increase quality of life providing an office option for residents currently crossing the ditch to get to work.

Notarization

Date 8/25/2023

Property Owner's Signature
[Signature]
Property Owner's Printed Name
Bakkes

STATE OF FLORIDA
COUNTY OF Duval

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared JEAN BAKKES (property owner),

by means of physical presence or online notarization; and who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 25th day of August, 2023.



Notary Public [Signature]

Information Required to Accompany this Application

- Letters from all utility providers stating they have no-objection to vacating requested right-of-way, road or easement
- Subject Property Appraisal
- 2 copies of a Sketch and Legal Description of the easement, rights-of-way, or street to be vacated.
- Electronic copies (PDF) of all documents
- Other Annex A and Proposed Site Layout



Tuesday, June 7, 2022

The Honorable Mayor Elaine Brown
And The Neptune Beach City Council
116 First Street
Neptune Beach, FL 32266
Phone: (904) 270-2400

RE: Offer to Purchase "The Weird Alley"

Dear Mayor and City Council,


Further to our discussion in respect of the irregular alley behind my property on Marsh Point Road, lots 8-13, I write to request the purchase of the alley as described on the attached survey.

1. No utilities are known to exist on "the weird alley" or indicated on the survey.
2. By allowing the sale of "the weird alley", the city will be relinquished of maintenance of the unpaved area. Said sale would eliminate set back issues on the adjacent properties and thereby reduce non-conformities.
3. Upon approval from the City Council to abandon the right of way, the applicant will bear the city's burden of cost to complete the transaction.
4. Sale of "the weird alley" would not be a detriment to the public interest because all adjacent land is owned by the applicant and no other property owners would be affected by the sale.

The Offer price would be based on an independent appraiser's valuation.

We thank you for your considerations of our requests.

Sincerely,



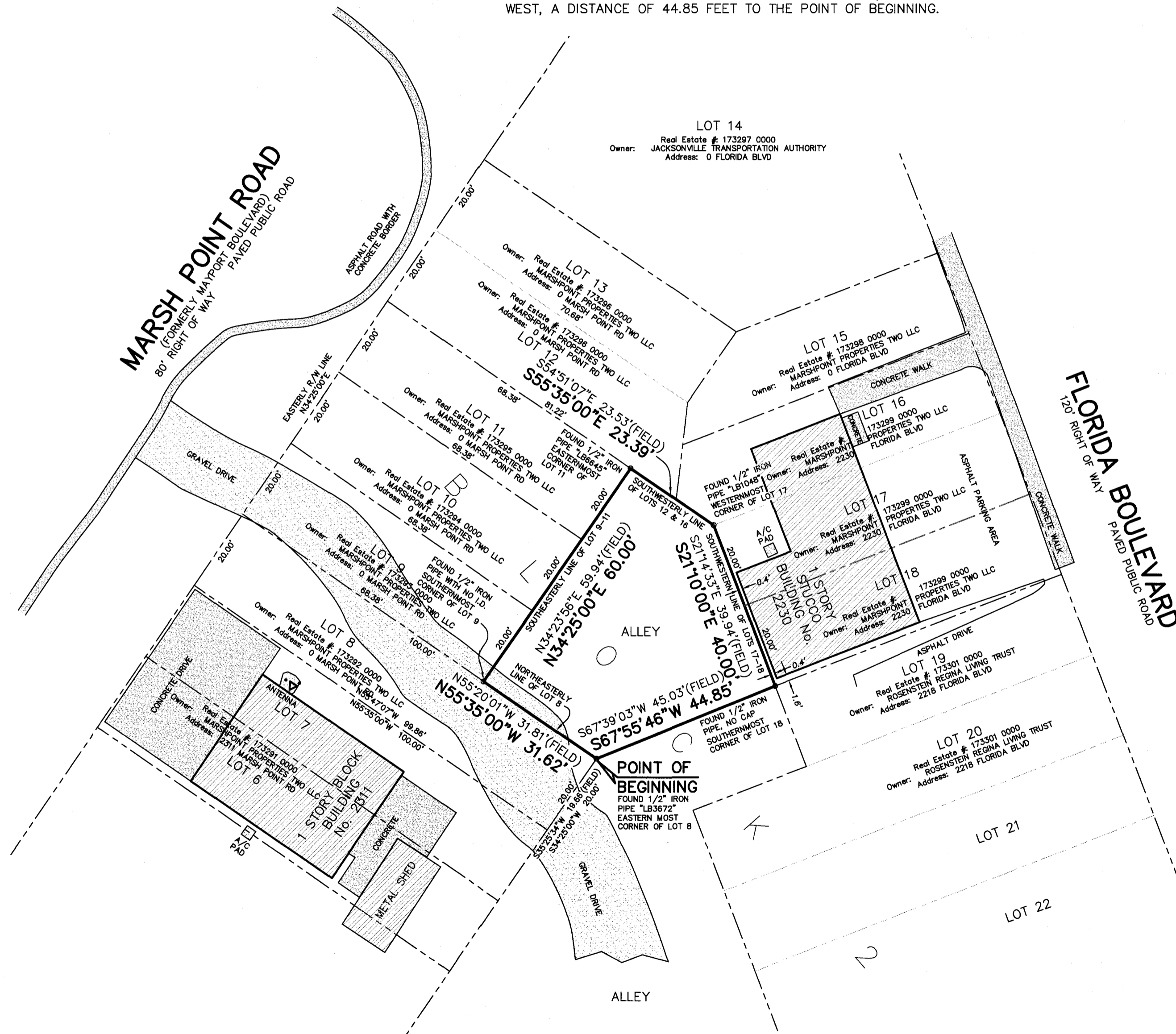
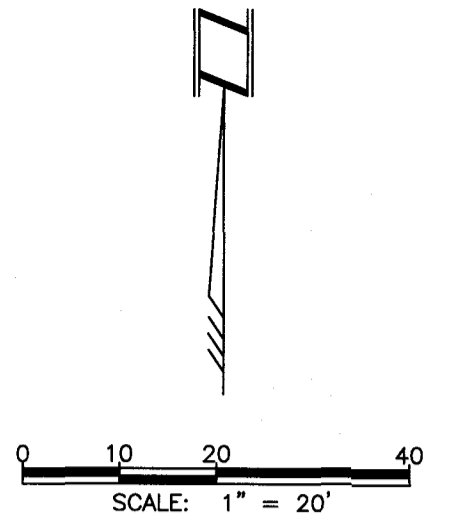
Jean Bakkes
Managing Director

(904)-853-6801
2300 Marsh Point Rd. #301
Neptune Beach, FL 32266

MAP SHOWING SURVEY OF

THAT PART OF THE ALLEY WITHIN BLOCK 2, PRADO FERRER BEING A REPLAT OF BLOCKS 1 THROUGH 3 AND 15 THROUGH 31, OF PLAT 2 FLORIDA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 61 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

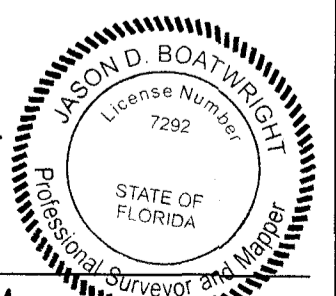
BEGIN AT THE EASTERNMOST CORNER OF LOT 8, OF SAID BLOCK 2; THENCE RUN NORTH 55°35'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 31.62 FEET TO THE SOUTHERNMOST CORNER OF LOT 9 OF SAID BLOCK 2; THENCE NORTH 34°25'00" EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 9 THROUGH 11 INCLUSIVE OF SAID BLOCK 2, A DISTANCE OF 60.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 11; THENCE RUN SOUTH 55°35'00" EAST ALONG THE SOUTHWESTERLY LINE OF LOT 12 AND LOT 16 OF SAID BLOCK 2, A DISTANCE OF 23.39 FEET TO THE WESTERNMOST CORNER OF LOT 17 OF SAID BLOCK 2; THENCE RUN SOUTH 21°10'00" EAST ALONG THE SOUTHWESTERLY LINE OF LOT 17 AND LOT 18 OF SAID BLOCK 2, A DISTANCE OF 40.00 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 18; THENCE RUN SOUTH 67°55'46" WEST, A DISTANCE OF 44.85 FEET TO THE POINT OF BEGINNING.



NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE SOUTHEAST RIGHT-OF-WAY LINE OF MARSH POINT ROAD, BEING NORTH 34°25'00" EAST, AS PER PRADO FERRER BEING A REPLAT OF BLOCKS 1 THROUGH 3 AND 15 THROUGH 31, OF PLAT 2 FLORIDA BEACH, AS SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT AN ABSTRACT OF TITLE; THEREFORE THE UNDERSIGNED MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT OF WAYS, SETBACK LINES, AGREEMENTS, RESERVATIONS, OR OTHER SIMILAR MATTERS.
4. NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ENCROACHMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
5. NO BUILDING RESTRICTION LINES, AS PER PLAT.
6. THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12031C0408J, REVISED NOVEMBER 2, 2018 FOR DUVAL COUNTY, FLORIDA.

THIS SURVEY IS CERTIFIED TO:
MARSHPOINT PROPERTIES TWO, LLC.



JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7292
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISED 8/23/23; ADDED PARCEL I.D. INFORMATION

August 25th, 2023

Additional Document for Application for Vacating Public Right-Of-Way, Streets, and Easements.
REF: ANNEX A Attachment

THAT PART OF THE ALLEY WITHIN BLOCK 2, PRADO FERRER BEING A REPLAT OF BLOCKS 1 THROUGH 3 AND 15 THROUGH 31, OF PLAT 2 FLORIDA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 61 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERNMOST CORNER OF LOT 8, OF SAID BLOCK 2; THENCE RUN NORTH 55°35'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 31.62 FEET TO THE SOUTHERNMOST CORNER OF LOT 9 OF SAID BLOCK 2; THENCE NORTH 34°25'00" EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 9 THROUGH 11 INCLUSIVE OF SAID BLOCK 2, A DISTANCE OF 60.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 11; THENCE RUN SOUTH 55°35'00" EAST ALONG THE SOUTHWESTERLY LINE OF LOT 12 AND LOT 16 OF SAID BLOCK 2, A DISTANCE OF 23.39 FEET TO THE WESTERNMOST CORNER OF LOT 17 OF SAID BLOCK 2; THENCE RUN SOUTH 21°10'00" EAST ALONG THE SOUTHWESTERLY LINE OF LOT 17 AND LOT 18 OF SAID BLOCK 2, A DISTANCE OF 40.00 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 18; THENCE RUN SOUTH 67°55'46" WEST, A DISTANCE OF 44.85 FEET TO THE POINT OF BEGINNING.





July 21st, 2023

City of Neptune Beach
116 First Street,
Neptune Beach, FL 32266

Ref: Waste Collection on Kings Circle (alleyway) and Marshpoint Road.

To Whom it May Concern:

Further to our visit on July 18th, 2023 with Mr. Jean Bakkes of Marshpoint Properties and the information provided to us, we confirm that the existing alley way would provide sufficient access for Waste Pro of Florida LLC to service all of the businesses for waste management & collection.

The access from Marshpoint Road is not required to service the businesses that need to be services on the alleyway.

We were shown a survey (attached) that indicates the existing versus the proposed route and that would be acceptable for service as indicated.

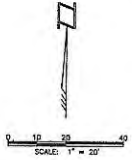
If you need any further information, please contact me, thank you.

Todd Howard
Commercial Route Supervisor

A handwritten signature in blue ink, appearing to be "T. Howard", written in a cursive style.

MAP SHOWING SURVEY OF
 LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, BLOCK 2, PRADO FERRER BEING A REPEAT OF BLOCKS 1
 THROUGH 3 AND 15 THROUGH 18, OF PLAT 2 FLORIDA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED
 IN PLAT BOOK 11, PAGE 61 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA TOGETHER WITH LOT
 19, BLOCK 2, FIRST REPEAT OF PART OF PRADO FERRER, FLORIDA BEACH ACCORDING TO THE PLAT THEREOF
 RECORDED IN PLAT BOOK 16, PAGE 27 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

... Present
 ... Proposed
 Existing Dumpster
 Relocated Dumpster
 Dumpster to remain
 in same location



- NOTES
1. THIS IS A BOUNDARY SURVEY.
 2. BEARINGS ARE BASED ON A LINE FROM THE NORTHEAST CORNER OF LOT 18 TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2, BEING SOUTH 21°00' EAST AS PER PLAT BOOK 11, PAGE 61.
 3. NO BUILDING RESTRICTION LINES PER PLATS.

THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS WELL CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12031C0008L, EFFECTIVE NOVEMBER 2, 2018 FOR DUVAL COUNTY, FLORIDA.

THIS SURVEY WAS MADE FOR THE BENEFIT OF THE TERRY LEE PETERSON TRUST.

(Signature)
 DONN W. BOATWRIGHT, P.S.M.
 FLA. LIC. SURVEYOR AND MAPPER No. LS 3295
 FLORIDA LICENSED SURVEYING AND MAPPING BUSINESS No. LB 2672

*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHECKED BY: FILE: 2020-1493 DRAWN BY: KLM/SHC

BOATWRIGHT LAND SURVEYORS, inc.
 1500 ROBERTS DRIVE JACKSONVILLE BEACH, FLORIDA (904)241-8550

DATE: NOVEMBER 17, 2020 SHEET 1 OF 1 (94)4146550

**AMENDED AND RESTATED
REVOCABLE LICENSE AGREEMENT**

This Amended and Restated Revocable License Agreement (“Amended Agreement”) is made and effective on **January 1, 2023**, between the City of Neptune Beach, a municipal corporation, (the “City”), and Tom Monahan, as record owner of 2050 Kings Circle S. (“Licensee”).

BACKGROUND

A. Licensee is the owner of the property located at 2050 Kings Circle S., Neptune Beach, FL 32266 and further identified as Duval County Property Appraiser No. 173307-0000 (the “Property”).

B. The City and Licensee are parties to that certain *Revocable License Agreement* dated December 17, 2018 (the “Agreement”) for the grant of an exclusive license for on-street parking adjacent to the Property by the City to Licensee as granted in the Agreement.

C. Pursuant to the Agreement, Licensee received the exclusive right to utilize sixteen (16) parking spaces.

D. Licensee has requested the right to utilize three (3) additional spaces.

E. In consideration of the City’s agreement to grant the use of such spaces, the City requires certain additional terms be included in the Agreement.

WHEREFORE, the City and Licensee, intending to be bound, enter into this *Amended and Restated Revocable License Agreement* as follows:

1. **Superiority.** The terms of this Amended Agreement shall replace in full the terms of the Agreement. This Amended Agreement shall be the sole agreement between the parties regarding these matters.

2. **License.** The City agrees to grant an exclusive license for on-street parking, to Licensee for that portion of the City's property, more particularly described on **Exhibit “A”** (the “License Area”).

3. **Term.** The term of this Amended Agreement shall be for a period of one (1) year from the above date unless earlier terminated in accordance with the terms of this Amended Agreement.

4. **Renewal.** Subject to the following sentence, this Amended Agreement will automatically renew. on the anniversary dates hereof for additional one (1) year periods and under the same terms hereof, unless otherwise terminated, in writing, by the City or Licensee, no later than thirty (30) days prior to the expiration of the original term of this License Agreement or any

extension thereto, or otherwise terminated in accordance with this Amended Agreement. Licensee must, no less than thirty (30) days prior to the expiration of the term, provide evidence to the City that the use of the Property has not changed or that any new use, after inclusion of the parking spaces granted herein, complies with the City's Code of Ordinances regarding parking requirements.

5. **Rent.** In consideration of the City's authorization to use the License Area, Licensee shall pay to the City annual rent in the amount of nine thousand, nine hundred dollars (\$9,900.00), payable in twelve installments due on the first of each month in the amount of eight hundred and twenty-five dollars (\$825.00) per month. In the event this Amended Agreement is not effective on the first of the month, rent for the initial partial month shall be a prorated amount, due on execution. On each anniversary of the effective date of this Amended Agreement, the rent amount shall increase by three percent (3%) over the rental rate of the prior year.

6. **City Improvements.** The City Manager, or its designee, may revoke or suspend this agreement to remove any of the improvements on the License Area for necessary utility construction, maintenance and/or repair for any emergency purposes, as determined by the City; provided, however, the City shall provide the Licensee with thirty (30) days prior written notice.

7. **Insurance.** Licensee must furnish evidence of general liability insurance in the amount of at least one million dollars (\$1,000,000.00) per person and at least two million dollars (\$2,000,000.00) per occurrence with the City as additional named insured by specific endorsement for the elements placed in or upon the License Area. Licensee shall have no right to utilize the License Area until evidence of such insurance, including a copy of the required endorsement, is provided to the City.

8. **Maintenance.** Licensee further agrees to maintain and keep the License Area in good repair and a clean state at the Licensee's expense. The City shall have the sole discretion, through the City Manager, to direct any reasonable maintenance or repair to the License Area to be performed by the Licensee during the term of this Amended Agreement. If Licensee fails to perform any such maintenance, the City may cause such maintenance to be performed, charging all costs, including the City's labor, to Licensee.

9. **Expense.** All obligations of Licensee under this Amended Agreement shall be at Licensee's sole expense.

10. **Restoration.** Upon termination of this Amended Agreement, the City, in its sole discretion, may give written notice to Licensee that it must remove the improvements from the License Area and restore the License Area back to a sodded area within ninety (90) days from the date of the notice. If the Licensee does not remove such improvements and sod the License Area within the ninety (90) day time period, the City conduct such removal and sodding at Licensee's expense, including the right to place a lien on Licensee's property, in accordance with the section titled "Liens".

11. **Liens.** Should Licensee fail to reimburse the City within thirty (30) days of demand for payment for any amounts owed pursuant to this Amended Agreement, the City shall have the right to record a lien against the Property to secure payment, which shall be perfected by the filing of a lien in the official records of Duval County, Florida. Licensee acknowledges that this Amended Agreement touches and concerns the Property because it relates to Licensee's rights to operate the Property as intended in compliance with the City's Code of Ordinances.

12. **City Ordinances.** It shall be a default of this Amended Agreement if Owner or any other party occupying or using the Property permits a violation of the City's Code of Ordinances to exist on the Property and fails to cure same following notice from the City of such violation.

13. **Assignment.** Licensee shall not assign any rights under the Amended Agreement or sublease any portion of the License Area without approval of the City. Any attempt to do so shall constitute a default under this Amended Agreement.

14. **No Further Improvements.** Other than maintenance and repair of the License Area for use as parking spaces and directly associated improvements, the Licensee shall not be entitled to make any improvements to the License Area without the consent of the City, pursuant to the City's Code of Ordinances.

15. **Americans with Disabilities Act.** Licensee is at all times solely responsible for ensuring its use of the License Area is in compliance with the American with Disabilities Act. Failure to comply with such provisions and any other applicable law shall be a default under this Amended Agreement.

16. **Default.** In the event of a default by the Licensee of any of the terms and conditions of this Amended Agreement, including all incorporated terms and conditions hereof, and such default is not cured within a reasonable time period from receipt of written notice from the City, then the City, in addition to the rights described in the section titled "Liens", (a) shall have the absolute right, without notice to Licensee, to declare due all conditions under this Amended Agreement; and (b) may immediately terminate Licensee's right of possession under this Amended Agreement without prior written notice to Licensee.

17. **Venue.** In the event that any dispute arises concerning the terms of this Amended Agreement, this Amended Agreement shall be interpreted and governed by the laws of the State of Florida without regarding to any provisions regarding conflict of laws. In the event that any litigation is initiated relating to this Amended Agreement, venue for any such litigation shall be in the state courts located in Jacksonville, Duval County, Florida.

18. **Liability and Indemnity.** Except for the negligent or intentional acts or omissions of the City performed pursuant to this Amended Agreement, the City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of any building, structure, paved area, equipment, facility, sidewalk or other improvement on the License Area, or caused by or arising from any act or omission of Licensee, or any of its agents or

employees, licensees or invitees, or by or from any accident, fire or other casualty, on the premises of the Licensee or the described area or occasioned by the failure of Licensee to maintain the License Area in safe condition or by any other cause. Except for the negligent or intentional acts or omissions of the City performed pursuant to this Amended Agreement, Licensee waives all claims and demands on its behalf against the City for any loss, damage or injury related to the License Area and the property of the Licensee and agrees to indemnify and hold the City entirely free and harmless from all liability for any loss, damage, cost (including attorney's fees, and expenses) or injury of other persons related to the License Area or the property of the Licensee. Regarding such indemnity and duty to defend:

- a. *Indemnity.* Licensee agrees to indemnify and hold harmless the City, and its elected officials, agents, consultants, employees, heirs, successors, and assigns, and other affiliated persons (the "Covered Parties") for the costs of litigation, attorneys' fees, and damages incurred by the Covered Parties as a result of acts or omissions described in the preceding paragraph (the "Covered Claims") in accordance with this Amended Agreement.
- b. *Duty to Defend.* Licensee shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Covered Parties, arising from or in any way related to Covered Claims, by and through attorneys and other professionals selected by the Covered Parties. This duty to defend is separate and independent of any indemnity provided to the Covered Parties in this Amended Agreement. The duty to defend includes claims for which any of the Covered Parties may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Covered Parties have paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Licensee and the City that the Covered Parties shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Covered Parties may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist it, and, at the option of the Covered Parties, their attorneys shall control the resolution of the claim or proceeding. Upon demand, the indemnifying party shall pay or, in the sole and absolute discretion of the Covered Parties, reimburse, the Covered Parties for the payment of reasonable fees and disbursements of attorneys, experts, and other professionals in connection therewith.
- c. *Interpretation.* The duties of this Section 17 shall be broadly construed so as to give them effect and any rules of interpretation which provide against a requirement to extend a duty of indemnification or to defend shall be ignored.

19. **Attorneys' Fees.** In any action filed by the City to enforce Licensee's obligations under this Amended Agreement, the losing party must pay the prevailing party's costs and expenses in action. Such expenses include, attorneys' fees and costs (i) upon default or anticipated

default, both prior to and after instituting proceedings, (ii) at trial, (iii) in mediation, arbitration, bankruptcy proceedings and administrative proceedings, (iv) upon appeal, (v) in determining amount and entitlement to attorneys' fees, (vi) for "in-house" or general counsel's fees relating to the dispute in addition to trial counsel; (vii) for deposition appearance and video recording and transcription fees reasonably necessary to prepare for the action, whether or not used at trial or hearing; (viii) for expert witnesses reasonably retained to prepare for the action, whether or not used at trial or hearing, and (ix) for all other fees and costs, reasonably incurred, whether or not, absent this provision, such costs would otherwise be awarded pursuant to the *Statewide Uniform Guidelines for Taxation of Costs in Civil Actions* promulgated by the Florida Supreme Court. The City and Licensee agree that each party shall bear their own attorneys' fees in any other action filed by either party arising from or relating to this Amended Agreement.

20. **Agreement Interpretation.** The City Attorney will be responsible for any needed interpretations of this Amended Agreement.

21. **Joint Drafting.** For the purposes of any interpretation of this Amended Agreement, this Amended Agreement shall be considered as having been authored, drawn and written by both the City and Licensee and, in the interpretation of this Amended Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the City or the Licensee. Any doctrines construing provisions against the drafter shall be ignored.

22. **Time of the Essence.** The parties hereto agree and understand that time is of the essence as to the performance of all terms and conditions of this Amended Agreement.

23. **Notice.** All notices, pursuant to this Amended Agreement, shall be sent to the City c/o City Manager, City of Neptune Beach, 116 First Street, Neptune Beach, FL 32266 and to Licensee c/o Tom Monahan, 2050 Kings Circle S., Neptune Beach, FL 32266. Notices shall not be effective unless delivered by certified mail, return receipt requested. Either party may change their address for notice by written notice to the other.

24. **Independent Counsel.** The City and Licensee acknowledge that each has had the opportunity to have this Amended Agreement reviewed by independent legal counsel of their choosing and that they have either done so or waived such opportunity. Licensee expressly agrees that the City Attorney for the City has not given any legal advice to Licensee and does not represent the interests of Licensee.

25. **Sovereign Immunity.** Nothing in this Amended Agreement or in the Licensee's authorization to use the License Area shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.

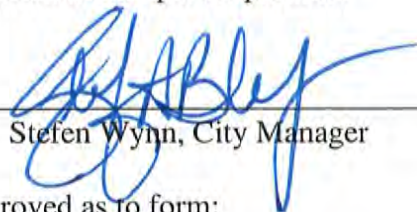
Signatures to Follow on Next Page

Dated as of the Effective Date.

CITY:

City of Neptune Beach, FL,
a Florida municipal corporation

By: _____



Stefan Wynn, City Manager

Approved as to form:

Zachary Roth, City Attorney

LICENSEE:

Tom Monahan



BIRD'S EYE VIEW

AERIAL VIEW OF EXISTING SITE



PROPOSED PARKING PLAN – THOMAS L. MONAHAN
 IMPROVEMENTS TO EXISTING ALLEY WAYS
 2050 KING CIRCLE SOUTH NEPTUNE BEACH FL 32265 210609
 SURVEY DATA FROM BOATWRIGHT LAND SURVEYORS, INC. JAN 19, 2021



GARY R. CRUMLEY
 LANDSCAPE ARCHITECT



LA 1362

3302 KING CHARLES DR
 SEFFNER FL 33584
 (904) 233-4455

PR. NO. 210624
 ISSUED: 6-24-21
 REVISED: 7-9-21
 REVISED: 7-21-21

Gary R. Crumley
 Digitally signed by Gary R. Crumley
 Date: 2021.07.21 19:03:14 -0500
 DIGITAL SEAL

- 1. SAND
- 2. SAND LIKE OAK QUERCUS CUMMINATA 2-1/2"-3" CAL 11'-12" Ht. 64 GALLON
- PINE BARK MULCH TREE RINGS TO 3" DEPTH
- GATOR BAGS ON ALL TREES TILL ESTABLISHED
- 3 #3 REBARS AT 2' IN LENGTH PER 104" FEET OF RR TIE
- CALL 811 72 HOURS BEFORE DIGGING
- VERIFY UTILITIES AND SITE CONDITIONS
- COORDINATE WORK WITH CITY PUBLIC WORKS PRIOR TO COMMENCEMENT
- EX. TREES

EXHIBIT A



**Agenda Item 10A
Pete's Thanksgiving Day
Event**

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

AGENDA ITEM:	Pete's Thanksgiving Day Event Approval
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	11/06/2023
BACKGROUND:	<p>This item seeks approval by Council for the 2023 Pete's Thanksgiving Day event which will involve the closure of City streets. Slider's Seafood Grille, Southern Grounds, and Island Girl Cigar Bar will also be participating this year.</p> <p>The conditional approval letter has been carefully drafted with extensive input from the Police Department and the Community Development Department.</p>
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	<p>Attached is the draft conditional approval letter for the 2023 Pete's Thanksgiving Day event. Supplemental documentation includes the completed Special Events Application, event map, initial request letter from event coordinator Robert Tilka, and the signed Hold Harmless Agreement.</p> <p>Additionally included are the signed Hold Harmless agreements and Certificates of Insurance from the three participating establishments.</p>

November 1, 2023

Mr. Robert Tilka
Pete's Bar
117 First Street
Neptune Beach, FL 32266

Ms. Deanna Wooten
Slider's Seafood Grille
218 First Street
Neptune Beach, FL 32266

Mr. Jay Myers
Southern Grounds & Co.
200 First Street
Neptune Beach, FL 32266

Mr. Robert Feindt
Island Girl Cigar Bar
108 First Street
Neptune Beach, FL 32266

Dear Messrs. Tilka, Wooten, Myers, and Feindt:

Thank you for seeking permission to conduct the annual Thanksgiving event on Thursday, November 23, 2023. I understand your request includes the closing of First Street between Atlantic Boulevard and Orange Street from 9:00 a.m. to 1:00 p.m.

By way of this letter, the City of Neptune Beach is to conditionally grant permission for this event as directed by the City Council at the November 6, 2023, Regular Meeting. Conditions are as follows:

1. must meet and adhere to all rules established by the City Manager's Office and the Police Department of the City of Neptune Beach
2. observance of all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government
3. ***each of the four (4) participating businesses must submit a liability insurance certificate for at least \$1 million naming the City of Neptune Beach as additional insured no later than Noon (12 p.m.) on Thursday, November 16, 2023 (forward certificate to Cheryl Bäck at acm@nbfl.us)***
4. ***each of the four (4) businesses participating will provide an extension of premises special event permit from the State Division of Alcoholic Beverages and Tobacco (forward State approval to Cheryl Bäck at acm@nbfl.us)***
5. a contact name and phone number of a person in a position of responsibility must be provided for the event from each of the four businesses (*on file*)
6. noise be kept to a minimal level, and no amplified sounds are allowed
7. signs are to be posted at each event entry listing prohibited items for event participants
8. outside alcohol is expressly prohibited

9. the primary responsibility of event holders is to periodically have trash cans emptied to prevent overflow of garbage
10. required hiring of two (2) Neptune Beach Public Works employees for purposes of monitoring garbage control for the duration of the event at standard rates for such employees for the date of the event (Contact NBPD Commander Gary Snyder at 904-270-2413 or via email at garysnyder@nbfl.us to coordinate)
11. required hiring of Rockaway, Inc. to install protective fencing around all landscaping and associated components servicing such landscaping and financial responsibility of the participating business for any damage to same.
12. the exclusive use of unbreakable/shatterproof beverage containers by businesses
13. ensure that pets and bicycles are not in the event area
14. the area used must be free of debris once the event is completed
15. provide ten (10) portable toilets to service the crowd; portable toilets are to be placed within the event boundary lines
16. the event coordinator(s) will post "No Parking after 12 am" signs at all First Street parking spaces between Atlantic Blvd. and Orange Street on Wednesday, 11/23, at 6:00 pm
17. traffic closures will be in place on Thursday, 11/24, from 8:00 am-2:00 pm, or until conditions allow, at the following locations:
 - a. First Street at Atlantic Blvd.
 - b. Lemon Street at First Street
 - c. Lemon Street at Midway
 - d. First Street at Orange Street
 - e. Hall Place at First Street
18. must provide five (5) "Road Closed" sign barricades (may contact Bob's Barricades for rental information) at the following locations:
 - a. Atlantic Blvd & First Street
 - b. Orange Street & First Street
 - c. Lemon Street & First Street
 - d. Lemon Street & Second Street
 - e. Lemon Street & Midway
19. must provide fifty (50) traffic cones and drop them at Atlantic Blvd. & First Street next to the Seahorse Inn lot
20. must hire five (5) off-duty NBPD Police Officers to provide security and traffic control for the event to be compensated at \$95.00 per hour with a four-hour minimum
21. street closure shall take place a minimum of one (1) hour prior to the event
22. Police Officers must be on duty from the time of street closure until the streets are cleared, reopened, and the crowd is dispersed
23. streets must be cleared, cleaned, and opened for regular traffic no later than 2:00 pm
24. the business shall be fully responsible for any private security utilized throughout the event and will ensure that ID checks are performed for every sale of an alcoholic beverage
25. must arrange for and provide a minimum of two (2) off-duty Jacksonville Fire and Rescue Department firefighters/paramedics equipped with AED and JFRD COMS (radio)
26. All exits shall have movable 50" ingress/egress in case of emergency; Fire Department access will be off of Lemon Street or Atlantic Blvd
27. the City assumes no liability for any accident or injury that may occur during the event, and your organization will hold the City harmless should any occur

28. failure to abide by any of the conditions set forth could result in the event being shut down at any time

Please let me know if you have any questions or need further information regarding these event stipulations.

Sincerely,

Richard J. Pike
City Manager

cc: Chief Michael Key, Neptune Beach Police Department
Commander Gary Snyder, Neptune Beach Police Department
Heather Whitmore, Community Development Director
Deryle Calhoun, Public Works Director



Food Truck/Mobile Vendor/Special Events Application

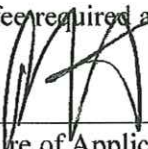
Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: PETE'S BBQ	Applicant Phone Number: 904 465-5200
Applicant Address: 117 1st Street Neptune Beach, FLA 32266	Applicant Email: PETILKA@gmail.com
Property Owner: ROBERT TILKA	Property Owner Phone Number:
Property Owner Address: 3946 Santa 3rd Street Unit 373	
City: JACK BEACH	State/Zip: FLA 32250
Property Owner Email: PETILKA@gmail.com	
Description of Event: "Pete's BBQ" Annual Thanksgiving Street Party Event.	
Address of Event: 117 1st Street NB, FLA 32250	Date(s) of Event: 11/13/2023
Event Time(s): 9 AM - 1pm	Event Sponsor Name (if different from property owner) and Contact Person: ROBERT TILKA
Event Sponsor Address: 117 1st Street NB, FLA 32250	
Event Sponsor Email: PETILKA@gmail.com	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)



Signature of Applicant

10/4/23

Date

Signature of Property Owner

Date

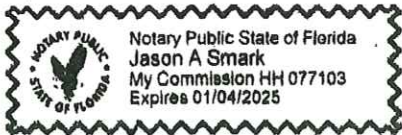
State of Florida
County of Duval


(Notary Seal)

Subscribed and sworn to before me on this 4th day of OCT, 2023

Robert Tucker who is personally known to me

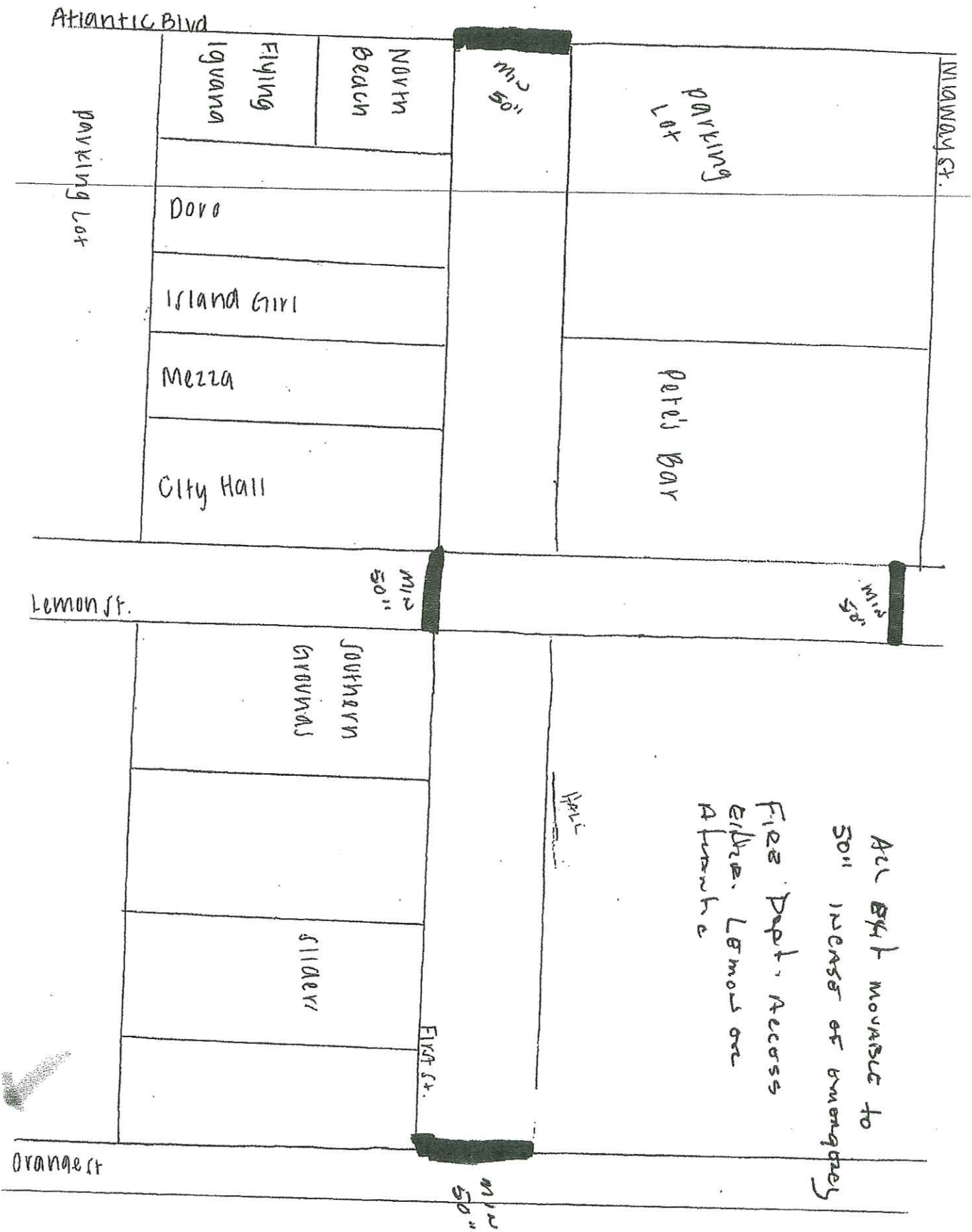
or has presented FL D.L., as identification.





Notary Public

Official Use Only	
<input type="radio"/> APPROVED w/ CONDITIONS:	
<input type="radio"/> DENIED:	
Signature:	Date:



5000 Persons x 0.2 unit width = 1000"

4 x 250" PPE

EACH EXIT MIN 50"
WIDE

MOVABLE IN EVENT OF
EMERGENCY.

Pete's Bar
117 First Street
Neptune Beach, FL 32266

Richard Pike
City Manager Neptune Beach
116 First Street
Neptune Beach, FL 32266

Subject: Request Approval for Thanksgiving Day Gathering (Pete's Giving) November 23rd, 2023,
Neptune Beach, Florida.

Pete's, Sliders, Island Girl, and Southern Grounds would like to accommodate once again the annual Thanksgiving Day Gathering (Pete's Giving) on Thursday November 23rd, 2023, from 9am until 1pm. Any other establishments are welcome to participate. Each participating establishment will be required to adhere to the Special Events Application that is being submitted.

Our City of Neptune Beach Special Events Application is in the process of being completed and will be in the city offices no later than Friday Oct 20th, 2023.

We look forward to another safe Thanksgiving and look forward to seeing you November 23rd, 2023, in the Heart of Neptune Beach.

Sincerely,



Robert "Bob" Tilka
Pete's Bar



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasers shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasers. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) ROBERT TILLY

Contact Phone Numbers:
CELL 904 465 5200 WORK _____

Signature of Applicant [Signature]
Date 10/3/2023



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasers shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasers. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.


6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Sliders Oyster Bar - Deanna Wooten

Contact Phone Numbers:

CELL 904-303-2264 WORK 904-303-2264

Signature of Applicant 

Date October 11, 2023



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasers shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasers. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Robert Feindt

Contact Phone Numbers:
CELL 9043184826 WORK _____

Signature of Applicant 
Date 10-22-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 100 Jacksonville FL 32256		CONTACT NAME: Erica Rhyne PHONE (A/C, No, Ext): (904) 565-1952 FAX (A/C, No): (904) 565-2440 E-MAIL ADDRESS: erica.rhyne@bbrown.com	
INSURED Restaurant & Hospitality Investment Group, LLC DBA Southern Ground & Company 3019 Savona Ct Jacksonville Beach FL 32246		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: RetailFirst Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 10190 18988 10700

COVERAGES **CERTIFICATE NUMBER:** 23-24 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			78750870	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							MED EXP (Any one person)	\$ 10,000
	OTHER:							PERSONAL & ADV INJURY	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			53-750870-00	03/01/2023	03/01/2024	GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						Liquor Liab Aggregate	\$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			53-750870-01	03/01/2023	03/01/2024	BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident)	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52060995	03/01/2023	03/01/2024	combined single limit	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A					E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Neptune Beach 116 First Street Neptune Beach FL 32266	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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Additional Named Insureds

Other Named Insureds

Blueberry Bakery Jax LLC

Hospitality Hub, LLC

Indulge Cafe, LLC

Oaxaca Club Jax Beach, LLC

Southern Grounds Coffee Avondale, LLC

Southern Grounds Coffee San Marco, LLC

Southern Grounds Coffee, LLC



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
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6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
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10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Katie Hunter

Contact Phone Numbers:
CELL 904-422-3421 WORK same

Signature of Applicant [Signature]
Date 10/23/23



**Agenda Item 10B
Pete's 90th Anniversary
Celebration Event**

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

AGENDA ITEM:	Pete's 90th Anniversary Celebration Event Approval
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	11/06/2023
BACKGROUND:	<p>This item seeks approval by Council for the 2023 Pete's 90th Anniversary Celebration event which will involve the closure of City streets.</p> <p>The conditional approval letter has been carefully drafted with extensive input from the Police Department and the Community Development Department.</p>
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	Attached is the draft conditional approval letter for the 2023 Pete's 90th Anniversary Celebration event. Supplemental documentation includes the completed Special Events Application, event map, initial request letter from event coordinator Robert Tilka, and the signed Hold Harmless Agreement.

November 1, 2023

Mr. Robert Tilka
Pete's Bar
117 First Street
Neptune Beach, FL 32266

Dear Mr. Tilka:

Thank you for seeking permission to conduct Pete's 90th Anniversary Celebration event on Saturday, December 16, 2023. I understand your request includes the closing of Lemon Street from the east side of First Street to Midway from 12:00 p.m. to 9:00 p.m.

By way of this letter, the City of Neptune Beach is to conditionally grant permission for this event as directed by the City Council at the November 6, 2023, Regular Meeting. Conditions are as follows:

1. must meet and adhere to all rules established by the City Manager's Office and the Police Department of the City of Neptune Beach
2. observance of all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government
3. ***must submit a liability insurance certificate for at least \$1 million naming the City of Neptune Beach as additional insured no later than Noon (12 p.m.) on Thursday, December 7, 2023 (forward certificate to Cheryl Bäck at acm@nbfl.us)***
4. ***must provide an extension of premises special event permit from the State Division of Alcoholic Beverages and Tobacco (forward State approval to Cheryl Bäck at acm@nbfl.us)***
5. **The outside venue on Lemon Street will be limited to 1,000 people to be considered "at capacity." All outside off-premises alcohol sales shall end promptly at 8:30 p.m. (No Exceptions). The police department reserves the right to suspend the event should crowd/public safety concerns arise.**
6. a contact name and phone number of a person in a position of responsibility must be provided for the event (*on file*)
7. noise be kept to a minimal level, and no amplified sounds are allowed
8. signs are to be posted at each event entry listing prohibited items for event participants
9. outside alcohol is expressly prohibited
10. must provide a minimum of twelve (12) trash cans within the perimeter and manage the refuse accordingly

11. required hiring of Rockaway, Inc. to install protective fencing around all landscaping and associated components servicing such landscaping and financial responsibility of the participating business for any damage to same.
12. the exclusive use of unbreakable/shatterproof beverage containers by businesses
13. ensure that pets and bicycles are not in the event area
14. the area used must be free of debris once the event is completed
15. provide five (5) portable toilets to service the crowd; portable toilets are to be placed within the event boundary lines
16. the NBPD will block/close affected parking spaces on Lemon Street overnight
17. traffic closures will be in place on Saturday, 12/16, from 8:00 am-10:00 pm with one (1) off-duty NBPD Officer present from the onset of closures
18. must provide bike-rack style/crowd management fencing to run along the First Street curb line from the front door of the establishment to the corner of the office building at First and Lemon Streets and from the Southwest corner of Midway and Lemon Streets along the right-of-way to the rear gate of the outside bar; contact Ashley English (of United Rentals) at 904-845-8723 or via email at aenglish@ur.com for assistance
19. must hire five (5) off-duty NBPD Police Officers to provide security and traffic control for the event to be compensated at \$75.00 per hour for the duration of the event and one (1) NBPD Police Officer from the onset of the street closure at 8 a.m.
20. Police Officers must be on duty from the time of street closure until the streets are cleared, reopened, and the crowd is dispersed
21. streets must be cleared, cleaned, and opened for regular traffic no later than 10:00 pm
22. the business shall be fully responsible for any private security utilized throughout the event and will ensure that ID checks are performed for every sale of an alcoholic beverage
23. must arrange for and provide an off-duty Jacksonville Fire and Rescue Department medic/paramedic equipped with AED, ALS, and JFRD COMS (radio)
24. the City assumes no liability for any accident or injury that may occur during the event, and your organization will hold the City harmless should any occur
25. failure to abide by any of the conditions set forth could result in the event being shut down at any time

Please let me know if you have any questions or need further information regarding these event stipulations.

Sincerely,

Richard J. Pike
City Manager

cc: Chief Michael Key, Neptune Beach Police Department
Commander Gary Snyder, Neptune Beach Police Department
Heather Whitmore, Community Development Director

202301024
90th



Food Truck/Mobile Vendor/Special Events Application


Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: PETER'S BAR	Applicant Phone Number: 904 465 5280
Applicant Address: 117 1st STREET NB, FLA 32266	Applicant Email: PETILKA @ GMAIL.COM
Property Owner: ROBERT TILKA	Property Owner Phone Number: 904 465 5280
Property Owner Address: 3248 SOUTH 3RD ST, UNIT 373, JAX BEACH, FLA 32250	
City: JAX BEACH	State/Zip: FLA 32250
Property Owner Email: PETILKA @ GMAIL.COM	
Description of Event: Block of LUNCH START from 1st to MIDWAY. LIVE MUSIC - 90th Anniversary Celebration	
Address of Event: 117 1st STREET NB, FLA 32266	Date(s) of Event: 12/16/2023 Sat.
Event Time(s): 12pm - 9pm	Event Sponsor Name (if different from property owner) and Contact Person: PETER'S BAR
Event Sponsor Address: 117 1st STREET NB, FLA 32266	
Event Sponsor Email: PETILKA @ GMAIL.COM	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)


Signature of Applicant

10/4/23
Date

Signature of Property Owner

Date

State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 4th day of OCT, 2023
ROBERT TILKA who is personally known to me

or has presented FE D.L., as identification.




Notary Public

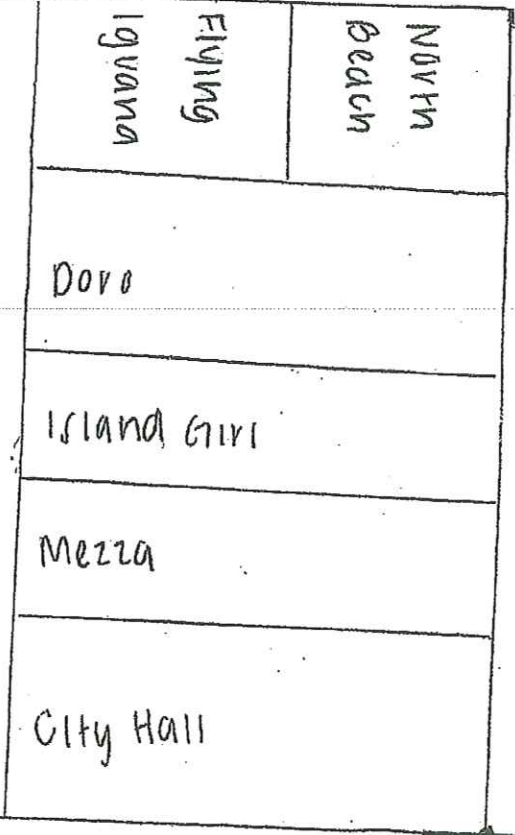
Official Use Only	
<input type="radio"/> APPROVED w/ CONDITIONS:	
<input type="radio"/> DENIED:	
Signature:	Date:

PROPERTIES
DUVAL MAPS

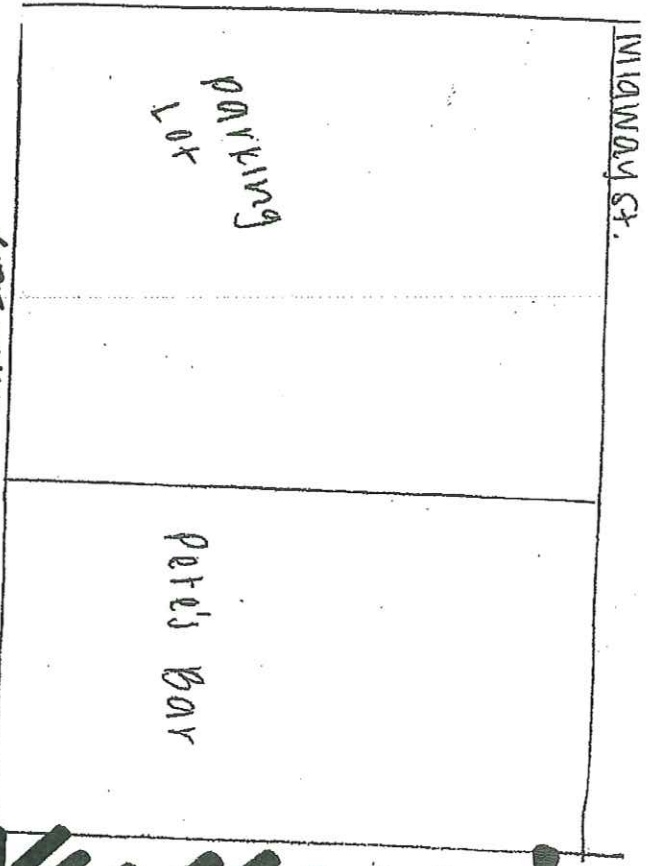


Atlantic Blvd

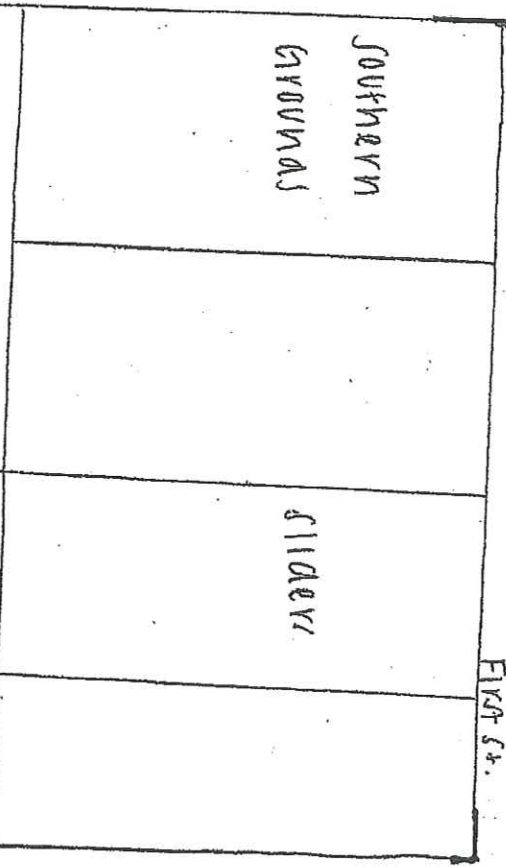
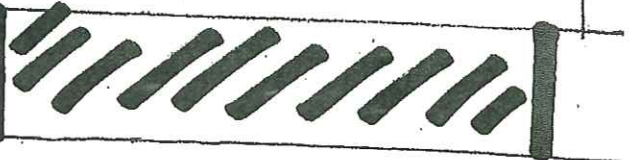
parking lot



SIDE WALK



Lemon St.



WALK

Orange St

Pete's Bar
117 First Street
Neptune Beach, FL 32266

Richard Pike
City Manager Neptune Beach
116 First Street
Neptune Beach, FL 32266

Subject: Request Approval for Pete's 90th Birthday Celebration on December 16th, 2023, Neptune Beach, Florida.

Pete's would like to throw a block party for their 90th anniversary on Saturday December 16th, 2023, from 12pm until 9pm. We would like to block off Lemon St from 1st St to Midway Ave. We will charge a \$5 entry fee and wristband to all attendees. Proceeds from the entry fee will be donated to a Neptune Beach association that helps improve the City of Neptune Beach. We anticipate the event to have less than a 1,000 guest and no more than 300 -500 guest at a given time. Our City of Neptune Beach Special Events Application is in the process of being completed and will be in the city offices no later than Friday Oct 20th, 2023.

We look forward to celebrating the anniversary of Pete's and the historical value it brings to the City of Neptune Beach.

Sincerely,



Robert "Bob" Tilka
Pete's Bar



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasers shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasers. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Robert Tince

Contact Phone Numbers:
CELL 904 465 5260 WORK _____

Signature of Applicant [Signature]
Date 10/3/2023



RESOLUTION NO. 2023-14

**RESOLUTION ESTABLISHING PAYMENT IN-LIEU OF
PROVIDING OFF-STREET PARKING IN THE CENTRAL
BUSINESS DISTRICT AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Neptune Beach, Florida has held a Public Hearing on the establishment of a Payment in-lieu of providing off-street parking in the Central Business District, and

WHEREAS, on August 1, 2022, the City Council adopted Ordinance No.2022-03 Chapter 27 Unified Land Development Code Article VIII Parking and Loading, Section 27-541 "Payment in-lieu of providing off-street parking in the Central Business District"; and,

WHEREAS, Section 27-541 (a) (1) Chapter 27 Unified Land Development Code Article VIII Parking and Loading, stipulates that a payment in-lieu of providing off-street parking in the Central Business District fee shall be established by the City Council,

WHEREAS, the City Council received information regarding fees for payment in-lieu in other municipalities, and analyzed other economic factors, including current rates of inflation and the cost of services for other projects being procured by the City, and has discussed what it believes to be an appropriate fee for this optional provision; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, that a Payment in-lieu of providing off-street parking in the Central Business District fee be established at **\$12,500** per parking space. Fee shall be updated annually in October in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), South Region, Other goods and services, as published by the Bureau of Labor Statistics.

The fee established herein shall become effective October 2, 2023.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held on this ___ day of _____, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:

Zachary Roth, City Attorney



**Agenda Item 10D
Statewide Mutual Aid Agreement**

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

AGENDA ITEM:	Resolution No. 2023-15, Authorizing Adoption of Statewide Mutual Aid Agreement
SUBMITTED BY:	City Manager Richard Pike
DATE:	November 1, 2023
BACKGROUND:	<p>The Statewide Mutual Aid Agreement provides that a participating party may request assistance from another participating party, if necessary, in the event of an emergency.</p> <p>The agreement must be adopted by resolution and executed by the Division of Emergency Management.</p>
BUDGET:	
RECOMMENDATION:	Approve Resolution No. 2023-15, Adopting the Statewide Mutual Aid Agreement
ATTACHMENT:	Resolution No. 2023-15 Statewide Mutual Aid Agreement



RESOLUTION NO. 2023-15

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH
APPROVING AND ADOPTING THE STATEWIDE MUTUAL AID
AGREEMENT**

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the City Council of the City of Neptune Beach, that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held on this ___ day of _____, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:

Zachary Roth, City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



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- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



**Agenda Item 10E
Second Amendment to Verizon
Water Tower Lease**

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

AGENDA ITEM:	Proposed Second Amendment to Water Tower Lease Agreement between City of Neptune Beach and Verizon Wireless
SUBMITTED BY:	City Attorney Zachary Roth Public Works Director Deryle Calhoun
DATE:	November 1, 2023
BACKGROUND:	<p>As part of the water tower maintenance work, Verizon was forced to relocate their equipment to a temporary tower. They still paid rent to the city during this period for use of the tower, while also paying for the temporary tower. The equipment was relocated from the tower from April 2021 until present.</p> <p>The purpose of this amendment is to grant Verizon a credit on future rent payments to reimburse them for the rent paid while they were not using the tower and the costs to relocate to a temporary tower. These requests are in line with the maintenance and cost obligations of the lease. The purpose of the amendment is to memorialize the specifics of the credit. CFO has confirmed that the costs incurred and the credit requested match.</p>
BUDGET:	Reduces lease revenue for a period of 36 months in accordance with the obligations of the lease.
RECOMMENDATION:	Approve the Amendment and authorize City Manager Pike to execute.
ATTACHMENT:	Proposed Second Amendment

SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

This Second Amendment to Water Tower Lease Agreement (this "Second Amendment") is made this ____ day of _____, 2023 (the "Effective Date"), by and between **City of Neptune Beach**, hereinafter "Lessor", and **Cellco Partnership** d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Lessor and Lessee's predecessor-in-interest, Verizon Wireless Personal Communications LP, are party to that certain Water Tower Lease Agreement dated June 24, 2005, as amended by that certain First Amendment to Water Tower Lease Agreement dated April 25, 2019 (together, the "Agreement"), pursuant to which Lessee leases from Lessor certain space located at 1325 Florida Boulevard, Neptune Beach, Florida 32266 and as further described in the Agreement; and

WHEREAS, the Parties desire and intend to amend certain terms of the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound by this Second Amendment as follows:

1. Capitalized terms not defined herein shall have the same meanings ascribed to such terms in the Agreement.
2. In connection with Lessor's refurbishment of the Tower, Lessee relocated its equipment to a temporary tower structure located on the Property (the "Temporary Facility") on or about April 1, 2021, and has been operating from such Temporary Facility since such date (the "Relocation"). The Parties anticipate that Lessee will be able to relocate back to the Tower on or about September 1, 2023.
3. The Parties hereby acknowledge and agree as follows:
 - a. During the Relocation, Lessee has continued to pay rent under the Agreement even though Lessee has not been able to operate from the Tower.
 - b. The rental payments Lessee has made under the Agreement during the Relocation (*i.e.*, from April 1, 2021, through and including October 31, 2023) total Eighty Four Thousand Four Hundred Ten and 82/100 Dollars (\$84,410.82) (the "Tower Rent Payments").
 - c. For the duration of the Relocation, Lessee has also made separate rental payments to Lessor for Lessee's lease of space on the Temporary Facility.
 - d. Lessee has incurred costs totaling Twenty Four Thousand Three Hundred Five and XX/100 Dollars (\$24,305.00) (the "Relocation Costs") in connection with the Relocation. Such Relocation Costs are detailed in the invoice attached to this Amendment as Appendix 1 and incorporated herein by reference.
4. The Parties hereby agree that, in order to reimburse Lessee for the Tower Rent Payments and the Relocation Costs (and recognizing that Lessee has paid rent for its use of the Temporary Facility for the entirety of the Relocation), beginning upon April 1, 2024, all rental payments under the Agreement shall be abated and shall not be due and payable by Lessee for a period of thirty-six (36) months (the "Rent Abatement Period"). Lessee shall be obligated to resume making rental payments

on April 1, 2027, upon which date rental payments shall again be due and payable to Lessor under the Agreement.

5. Upon Lessee's return to the Tower, Lessor agrees that Lessee shall be permitted to install, maintain and operate the equipment described in Exhibit B-2 attached hereto and incorporated herein by reference. Lessee shall use commercially reasonable efforts to cause the Temporary Facility to be removed within sixty (60) days of relocating to the Tower.
6. For the remaining term of the Agreement, Lessor shall not have the right to terminate the Agreement.
7. Exhibit A-1 to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-2 attached hereto and incorporated herein by reference.
8. Exhibit B-1 to the Agreement is hereby deleted in its entirety and replaced with Exhibit B-2 attached hereto.
9. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.
10. Each of the Parties warrants to the other that the person or persons executing this Second Amendment on behalf of such Party has the full right, power and authority to enter in to and execute this Second Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Second Amendment.
11. The Agreement and this Second Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to the Agreement and this Second Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Second Amendment.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

Lessor:

City of Neptune Beach

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Cellco Partnership d/b/a/ Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A-2
Tower Elevation**

[See attached.]

RAD CENTER OF PROPOSED
VERIZON WIRELESS ANTENNAS
EL. 133' AGL

PROPOSED VERIZON
WIRELESS ANTENNAS
ON POSTS CORRAL

EXISTING CATWALK BOTTOM LINE
EL. 113' AGL

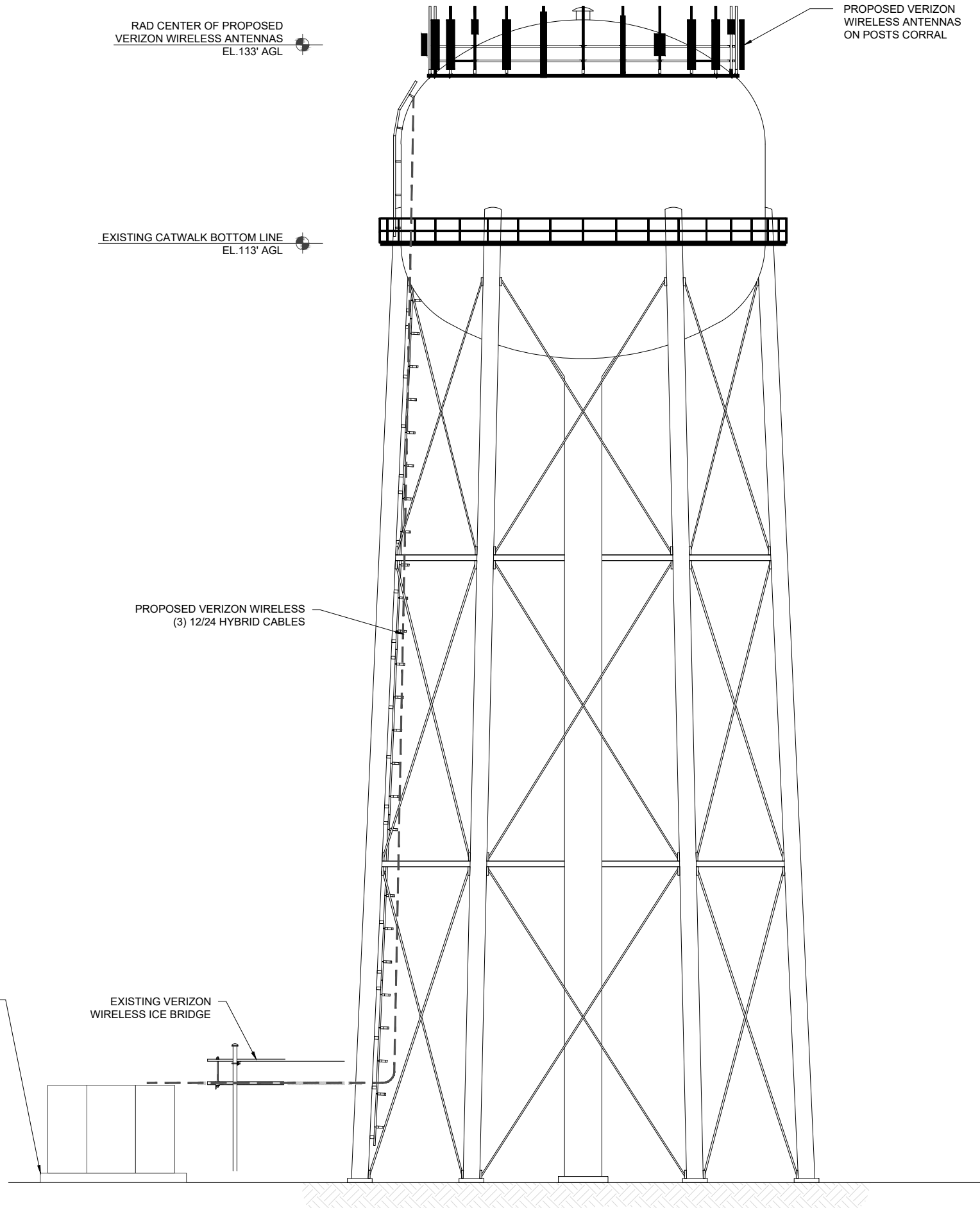
PROPOSED VERIZON WIRELESS
(3) 12/24 HYBRID CABLES

EXISTING VERIZON
WIRELESS EQUIPMENT PAD

EXISTING VERIZON
WIRELESS ICE BRIDGE

NOTES:

1. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED EQUIPMENT.
2. ALL EQUIPMENT AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER FLORIDA BUILDING CODE (7TH EDITION, 2020) AND ANSI/ TIA-222-H STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; ULTIMATE WIND SPEED 140 MPH, 3 SECOND GUST.
3. AZIMUTH INFO TAKEN FROM VERIZON WIRELESS RF SITE DESIGN DATA. TOWER AND ANTENNAS HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA.
4. REFERENCE STRUCTURAL ANALYSIS REPORT BY TOWER ENGINEERING PROFESSIONALS, DATED 04/24/2023.



PREPARED BY

CBVR
TELECOM DESIGN GROUP

6505 N HIMES AVE
TAMPA, FLORIDA 33614
(770) 853-1233
FL CA # 31014

DISCLAIMER:
NO COPIES, REPRODUCTIONS, TRANSMISSIONS OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF CBVR TELECOM DESIGN GROUP. ALL DESIGNS INDICATED IN THESE DRAWINGS ARE PROPERTY OF CBVR TELECOM DESIGN GROUP. ALL COPYRIGHTS RESERVED (C) 2023. THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

PROFESSIONAL SEAL

06/02/2023

PREPARED FOR

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000300603
NEPTUNE BEACH WT
1325 FLORIDA BLVD
NEPTUNE BEACH, FL 32266
CBVR PROJECT #: VZW.224.23

ISSUED DATES

0	ISSUED FOR PERMIT	06.02.23

SHEET NAME

BUILDING ELEVATION

SHEET NUMBER

C-3

Exhibit B-2
Lessee's Equipment Information

Lessee is authorized to install and maintain the following equipment:

Antennas:

- Six (6) Andrew NHH-65B-R2B or like kind, @ 133'
- Three (3) Ericsson AIR6449 or like kind, @ 133'
- Three (3) Ericsson KRE105281/1 or like kind, @ 133'

RRUs:

- Six (6) RRUs @ 133'

OVP Boxes:

- Three (3) OVP boxes @133'

Lines:

- Three (3) hybrid lines

Ground equipment to support all of the listed equipment, including 3 GPS antennas.

Appendix 1

Invoice

[See attached.]

26-Mar-20
 Neptune Beach, Fl
 Attn: Roland Burk

**CONFIDENTIAL PROPOSAL FOR TEMPORARY TOWER
 BARE RENTAL GOOD THROUGH 4/30/20**

Dear Roland
TELECOM TOWER RENTALS, LLC (TTR) is pleased to present this proposal to provide a BARE RENTAL of the following ballast mounted monopole.

LESSOR:	Telecom Tower Rentals, LLC
LESSEE:	TBD
PROJECT LOCATION:	Neptune Beach, Fl
TEMPORARY TOWER INVENTORY#:	TTR-122A
TEMPORARY TOWER DESCRIPTION:	122' Temp Ballast Mounted Tower 24'x24' base
GENERAL CONTRACTOR OR OWNER:	N/A
APPLICATION AND SCOPE:	
Equipment	TBD
Cables	TBD

MOBILIZATION, ERECTION, RENT, DISASSEMBLY, DEMOBE (PER ASSET):

Structural Analysis:	\$833.00
Site Mapping and Geotech	\$1,666.00
Loading	\$900.00
Trucking Mobilization IN: Pole & Base	\$1,560.00
Ballast block IN: 80 @3500=280,000Lbs	\$4,646.00
Tower Erection Labor & Crane	\$11,500.00
Stone Base Install 6"-8" 30x30'	\$3,200.00
Grounding Ring Installation	by others

OPTIONAL: CM Consult on Site (Per Day): \$1000 (Plus Travel Expenses/Cost + 20%).

Structural, Site Mapping & Geotech	\$2,499
Total Tower Delivery	\$7,106
Total Installation w/base	\$14,700
Total	\$24,305

Price does not include road closer costs if necessary cost plus 10%

City of Neptune Beach Public Works Update

November 6, 2023



Streets

- 32 miles of roads in CONB
- Grading performed in 2022 utilizing dash-mounted camera and AI
- FY24 budget - \$175,000 for mill and overlay streets graded as 4 or 5
 - Midway Street – Lemon Street to Gaillardia Place
 - Myrtle Street – 2nd Street to 3rd Street
 - Kings Road – Nightfall Drive to Seagate Avenue
- Utilize recent contract from COAB or JEA continuing services contract
- Unpaved portions of Rosewood Dr, Nightfall Dr, Kings Cir S, Poinciana Rd and Bay Rd should be budgeted for paving

Stormwater

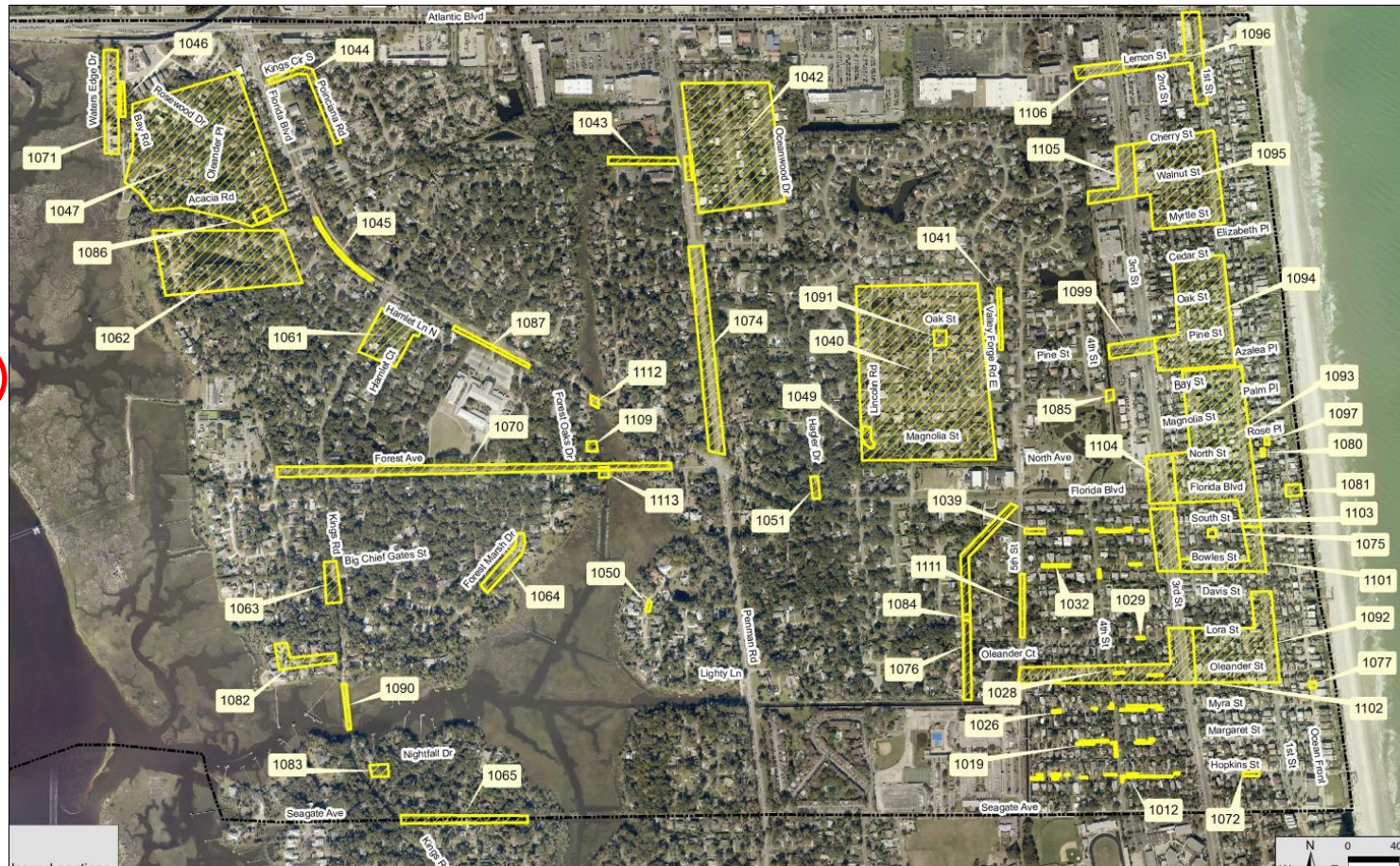
- City-Wide Strategic Plan
 - Consultant's high-level budget estimate: \$55M
 - Requires FDOT coordination to upsize pipes crossing 3rd St. Currently not in FDOT's three-year plan.
 - Larger pipes are necessary prior to resolving drainage issues east of 3rd
 - Submitted constructability package to FDOT - \$13.4M budget estimate
- Stormwater model (\$150k) in development, with Hopkins Creek portion completing in October/November
 - Model is critical for potential grant funding and design confirmation
- Florida Statute 403.9302 Stormwater Management Projections
 - 20-year needs analysis, updated every five years. Include remaining life of assets, projected costs and revenues, and plan to close funding gaps

Stormwater

- Capital Planning
 - Relatively limited capital available - FY24: \$650k for projects/debt service
 - Significant engineering and project management will be required

FY 24 Budget

Fees	\$1.3M
People	\$500K
O&M	\$150k
Capital	\$500k
Model	\$150k



Stormwater

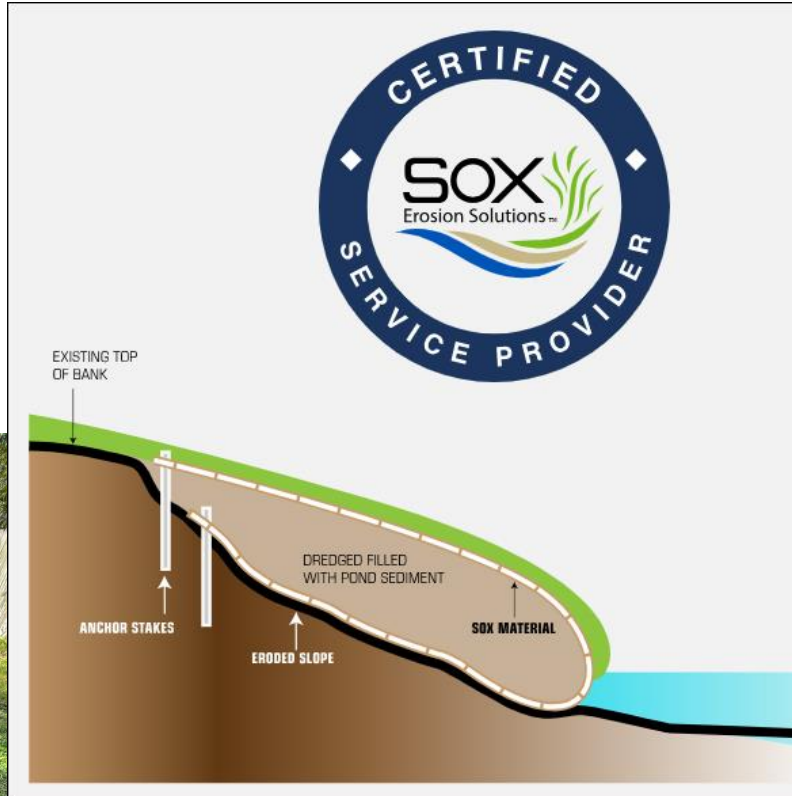
- Operations
 - Bal Harbor pipe cleaned and televised; roughly half will be lined
 - Staff working on smaller drainage issues – swales and flow to inlets.
 - Find ditch bank solutions for erosion control and reduced mowing expense



Erosion on Davis Creek



Stormwater



Water Grid

- Projects
 - EPA 40 CFR Subpart I, Control of Lead and Copper
 - Identification and inventory of Lead Service Lines (LSL). Replacement needs and associated costs unknown.
 - Council approved application to FDEP for loan (\$320k) which includes roughly half in principal forgiveness (planning and design phase only).
 - Backflow program – Renewed focus (62-555.360 FAC, Cross-Connection Control for Public Water Systems)
 - Fire hydrant flow testing and painting – Flow each hydrant every five years, and inspected annually (633.312 FS, Fire Prevention and Control)
- Capital Planning
 - Significant amount of aged pipe should be replaced (upsizing where necessary) to provide increased flows, pressure and reliability. Extent of capital needs unknown.
 - Example project: Replace pipe behind 500 and 572 Atlantic – Approx. 2,000' of 12" pipe, \$760k budget estimate.

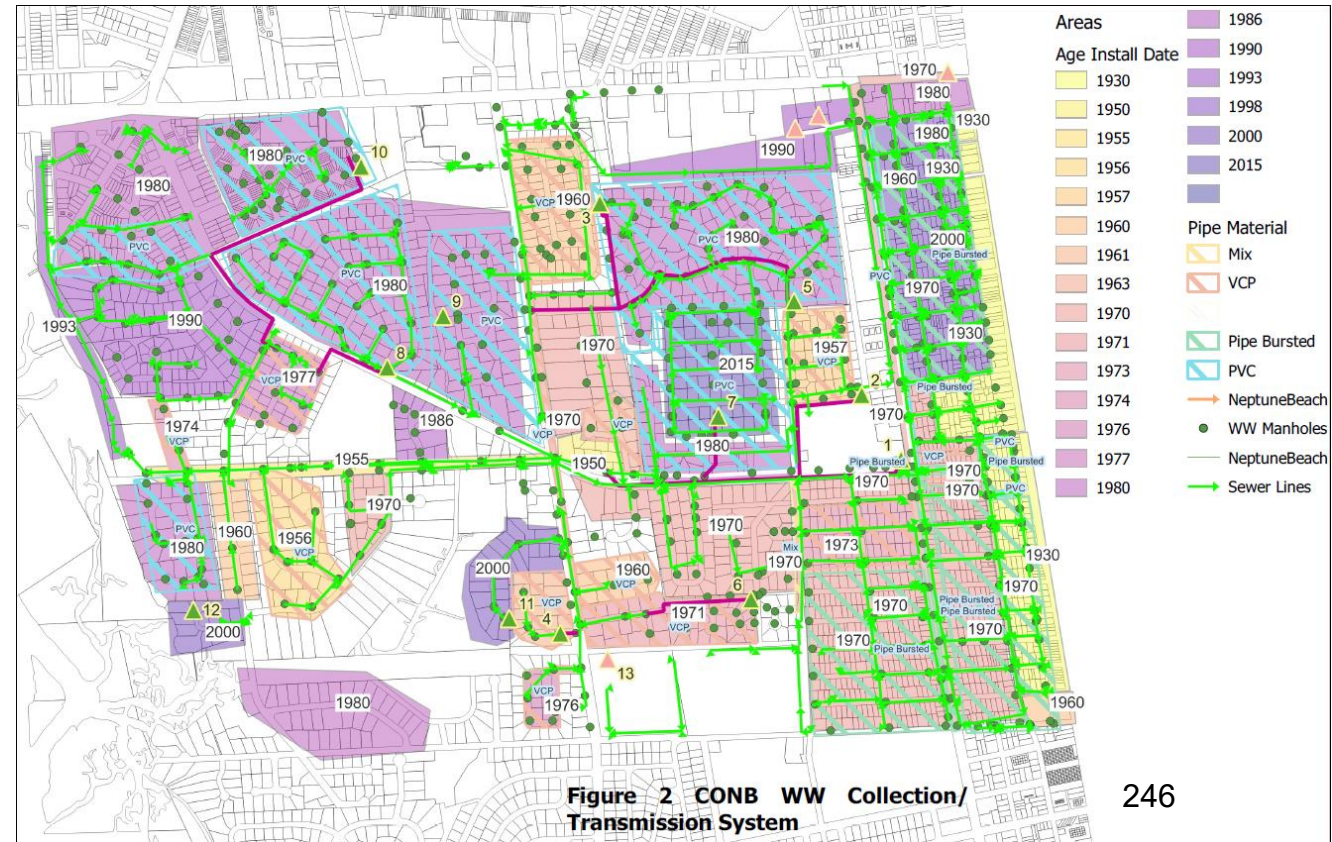
Water Plant

- Projects
 - Water tower rehabilitation to complete late December 2023 (\$167k)
 - SJRWMD Consumptive Use Permit and new well design is proceeding; 100% design expected in December 2023 (\$1.5M)
- Capital Planning
 - Two remaining operational wells were constructed in the 1970s; inspect and rehab if needed after new well is on-line late FY24 (\$130k)
 - New water plant
 - Water tower is a limiting factor in providing pressure and flow
 - Phase-out tower and construct new water plant, to include hurricane-rated facility with upgraded electrical and controls
 - Condition of existing ground storage tanks and required volume must be studied

Wastewater Grid

- Projects

- FDEP consent order work, including EPA's Capacity, Management, Operations and Maintenance (CMOM) assessment
- Related to CMOM: Tyler asset management and GIS
- Second crossing of 3rd Street for additional capacity and redundancy (\$1.2M)
- Over one mile extension of force main to relieve gravity trunk (\$1.5M)



Wastewater Grid

- Capital Planning
 - Significant amount of storm and groundwater to identify and remove. Forthcoming FDEP rule will require pipe inspection rate of 20% per year, and inspections will lead to capital needs.
 - Reversal of backyard sewers - approximately 150 homes, \$2.96M
 - Florida Statute 403.9301 Wastewater Services Projections
 - 20-year needs analysis, updated every five years. Include remaining life of assets, projected costs and revenues, and plan to close funding gaps
 - FDEP Basin Management Action Plan (BMAP)
 - Lower St. Johns River basin Nitrogen impairment – BMAP rule covers septic tanks
 - Septic tank phase-out – 2011 consultant study identified three options for Nightfall Drive area (45 properties); cost range in 2023 dollars of \$566k to \$1.2M. Shadow Lane has approximately ten properties.
 - Compliance in year 2033; CONB's plan due to FDEP 8/01/24

Wastewater Plant

- Projects
 - FDEP Consent Order for Total Nitrogen violations of permit - Plant 2 construction upgrades (\$2-3M); planned bid opening November 21
 - Various other equipment projects in process, and equalization basin
 - Plant 1 improvement study underway – Total Nitrogen and hydraulic issues
- Planning
 - FDEP Basin Management Action Plan (BMAP) – Additional treatment will be required beyond Total Nitrogen (Advanced Waste Treatment)
 - Compliance by year 2033



Senate Bill 64

- Florida Statute 403.064, Reuse of Reclaimed Water
 - Commonly known as Senate Bill 64
 - CONB impact estimated at \$8-10M
- Legislature recognized potential future potable water shortfalls
- Pushes communities to reuse effluent for irrigation and as a source of potable water
- Requires that disposal of treated effluent to surface waters be eliminated by January 2032
 - Florida Rural Water Association is lobbying for member relief
 - Following initial compliance plan submittal to FDEP, annual updates on plan implementation is required

Senate Bill 64

- CONB March 2022 response to FDEP reviewing compliance options:

Option:	Rapid Infiltration Basin (RIB)	Public Access Reuse (PAR)	Deep Well Injection
Benefits:	<ul style="list-style-type: none"> • Low cost • Proven • Recharge surficial aquifer 	<ul style="list-style-type: none"> • Highest and best use of effluent • Reduce demand on the Floridan aquifer 	<ul style="list-style-type: none"> • Can design an injection well to handle effluent flow needs • Smallest land requirements of the options
Risks and Downsides:	<ul style="list-style-type: none"> • Requires large area of vacant land • Surface fouling/crusting • Potential to build up CECs or other contaminants that pass through the treatment process in ground water • Finding 30-acres of available land outside the City limits with good perk rates • Transmission distance to the RIB site 	<ul style="list-style-type: none"> • Wide range of seasonal demand fluctuations (e.g. wet vs. dry season) • Daily usage fluctuations • Established R-O-Ws that have decades of infrastructure installed, retired in place, and replacement infrastructure installed by all the various utilities • Would require additional land for storage 	<ul style="list-style-type: none"> • Little information is available on the aquifer under the Floridan in this region. • The long FDEP permitting process
Considerations:	<ul style="list-style-type: none"> • The City is built-out and does not have large parcels of land available 	<ul style="list-style-type: none"> • PAR is not viable single option with the seasonal and daily variation in usage • SB64 requires a minimum of 90 percent of a facility's annual average flow 	<ul style="list-style-type: none"> • Would the FDEP issue a permit for deep well injection • What is the life span of a deep injection well
Budget Costs:	\$4.5 million + Land Acquisition + Transmission	\$22 million	\$18 million
Annual payment to a 20-year bond or loan at 3%:	\$300,000	\$1,465,000	\$1,200,000
Appraisal:	<ul style="list-style-type: none"> • Is within the utility's means based on current revenues • The City does not have sufficient vacant land needed to site a RIB large enough to handle the WWTF effluent flows; <u>therefore</u> this estimate does not include an unknown land acquisition cost. • Based on the land acquired a transmission system will be required which is estimated to cost up to an additional \$10 million. 	<ul style="list-style-type: none"> • Raise utility rates approximately \$5.60/1000 gal (customer bills increase by \$38/mo) • Cannot handle the seasonal or daily variation in <u>flows</u> • The 90% of facilities annual average flow requirement is not achievable • Not likely to meet daily discharge demands 	<ul style="list-style-type: none"> • Raise utility rates approximately \$4.60/1000 gal (customer bills increase by \$31/mo) • Will require additional study and discussions with FDEP

Senate Bill 64

- From a March 2022 response to FDEP reviewing compliance options:

Option:	Rapid Infiltration Basin (RIB)	Public Access Reuse (PAR)	Deep Well Injection
Benefits:	<ul style="list-style-type: none"> • Low cost • Proven • Recharge surficial aquifer 	<ul style="list-style-type: none"> • Highest and best use of effluent • Reduce demand on the Floridan aquifer 	<ul style="list-style-type: none"> • Can design an injection well to handle effluent flow needs • Smallest land requirements of the options
Risks and Downsides:	<ul style="list-style-type: none"> • Requires large area of vacant land • Surface fouling/crusting • Potential to build up CECs or other contaminants that pass through the treatment process in ground water • Finding 30-acres of available land outside the city limits with good perk rates • Transmission distance to the RIB site 	<ul style="list-style-type: none"> • Wide range of seasonal demand fluctuations (e.g. wet vs. dry season) • Daily usage fluctuations • Established R-O-Ws that have decades of infrastructure installed, retired in place, and replacement infrastructure installed by all the various utilities • Would require additional land for storage 	<ul style="list-style-type: none"> • Little information is available on the aquifer under the Floridan in this region. • The long FDEP permitting process
Considerations:	<ul style="list-style-type: none"> • The City is built-out and does not have large parcels of land available 	<ul style="list-style-type: none"> • PAR is not viable single option with the seasonal and daily variation in usage • SB64 requires a minimum of 90 percent of a facility's annual average flow 	<ul style="list-style-type: none"> • Would the FDEP issue a permit for deep well injection • What is the life span of a deep injection well
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Annual payment to a 20-year bond or loan at 3%:	\$300,000	\$1,465,000	\$1,200,000
Appraisal:	<ul style="list-style-type: none"> • Is within the utility's means based on current revenues • The City does not have sufficient vacant land needed to site a RIB large enough to handle the WWTF effluent flows; <u>therefore</u> this estimate does not include an unknown land acquisition cost. • Based on the land acquired a transmission system will be required which is estimated to cost up to an additional \$10 million. 	<ul style="list-style-type: none"> • Raise utility rates approximately \$5.60/1000 gal (customer bills increase by \$38/mo) • Cannot handle the seasonal or daily variation in <u>flows</u> • The 90% of facilities annual average flow requirement is not achievable • Not likely to meet daily discharge demands <p>• Highly disruptive to residents</p>	<ul style="list-style-type: none"> • Raise utility rates approximately \$4.60/1000 gal (customer bills increase by \$31/mo) • Will require additional study and discussions with FDEP <p>• Well location and transmission pipeline? • Upgrade of plant treatment</p>

Senate Bill 64

- JEA's Nassau County Deep Injection Well
 - \$10.9M (about \$9M for construction, \$1.6M engineering, \$0.3M misc.)
 - At the plant site meant no transmission piping and pumping
- Call with Professional Geologist for the project
 - \$10M well was \$5M a few years ago; as SB64 deadline approaches the cost will increase – multiple utilities competing for few drillers
 - Budget three years for permitting, design and construction
 - Plant upgrades will be required to meet reclaimed water standards
 - CONB cost unknown until geology is explored
 - Would CONB well be co-located with the treatment plant?
 - Saltwater intrusion buffer might mean credits JEA would be willing to buy

Water/Sewer Utility Options

- Retain water/sewer utility
 - Proceed with Plant 2 bid opening and construction
 - Renegotiate FDEP consent order - possibly buy nitrogen credits as needed before SB64 compliance plant upgrades
 - Adjust rates as needed to comply with regulations and asset needs
- Investigate options with JEA
 - COAB investigating options with JEA, including pumping of reclaimed water to JEA and ownership
 - COAB expecting final options from JEA by end of calendar year
 - What would the process and timeframe look like

Rate Comparisons

Single Family Residential Water & Sewer Rate Comparison

Sources:

JEA https://www.jea.com/my_account/rates/

COAB - Chapter 22 Utilities https://library.municode.com/fl/atlantic_beach/codes/code_of_ordinances?nodeId=PTIICOOR_CH22UT

CONB - Chapter 23 Utilities https://library.municode.com/fl/neptune_beach/codes/code_of_ordinances

COAB		JEA		CONB	
Water Base Rate		Water Base Rate		Water Base Rate	
Single Family (3/4" Meter)	\$ 10.24 /account	Single Family (3/4" Meter)	\$ 18.90 /account	Single Family (3/4" Meter)	\$ 13.07 /account
Water Volume Charge		Water Volume Charge		Water Volume Charge	
1,000 - 3,000 gal/month	\$ 1.16 /1,000 gal	1,000 - 6,000 gal/month	\$ 1.30 /1,000 gal	1,000 - 5,000 gal/month	\$ 2.95 /1,000 gal
4,000 - 8,000 gal/month	\$ 2.78 /1,000 gal	7,000 - 20,000 gal/month	\$ 2.97 /1,000 gal	6,000 - 15,000 gal/month	\$ 4.39 /1,000 gal
Sewer Base Rate		Sewer Base Rate		Sewer Base Rate	
Single Family Residential	\$ 23.35 /account	3/4" Meter	\$ 21.15 /account	3/4" Meter	\$ 21.80 /account
Sewer Volume Charge		Sewer Volume Charge		Sewer Volume Charge	
1,000 - 3,000 gal/month	\$ 1.85 /1,000 gal	1,000 - 6,000 gal/month	\$ 5.31 /1,000 gal	1,000 - 5,000 gal/month	\$ 9.39 /1,000 gal
4,000 - 13,000 gal/month	\$ 6.47 /1,000 gal	7,000 - 29,000 gal/month	\$ 6.39 /1,000 gal	6,000 - 15,000 gal/month	\$ 11.08 /1,000 gal
Additional Charges		Additional Charges		Additional Charges	
Buccaneer District Surcharge	25.0%	Franchise Fee - Sewer & Water	3.0%	Franchise Fee - Sewer & Water	N/A
Buccaneer Public Svc Tax - Wat	10.0%	Public Service Tax - Water	10.0%	Public Service Tax - Water	N/A

Usage	COAB	COAB - Outside	JEA	CONB	% CONB over JEA	Number of 3/4" meter CONB Customers
2,000	\$ 39.61	\$ 48.27	\$ 57.08	\$ 59.55	4.3%	524
3,000	\$ 42.62	\$ 54.99	\$ 64.02	\$ 71.89	12.3%	498
4,000	\$ 51.87	\$ 66.90	\$ 70.97	\$ 84.23	18.7%	375
5,000	\$ 61.12	\$ 74.99	\$ 77.91	\$ 96.57	24.0%	237
6,000	\$ 70.37	\$ 83.08	\$ 84.85	\$ 112.04	32.0%	160
						1794*

* CONB - Over 3,000 total meters (commercial and residential)