



**AGENDA (Amended)**  
**Special and Workshop City Council Meeting**  
**Monday, November 21, 2022, 6:00 P.M.**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. PUBLIC COMMENTS
3. CONSIDERATION OF APPROVAL OF QUARTERLY INSTALLMENTS FOR RESILIENCY LAB PARTNERSHIP WITH SMART NORTH FLORIDA p. 3
4. CONSIDERATION OF APPROVAL OF NEPTUNE HOUSE LIFT STATION REPLACEMENT p. 8
5. RESOLUTION NO. 2022-09, A RESOLUTION OF THE CITY OF NEPTUNE BEACH AMENDING THE NEPTUNE BEACH EMPLOYEE HANDBOOK p. 13
6. CONSIDERATION OF AWARD OF CONB 2022-03, NEPTUNE BEACH SENIOR ACTIVITY CENTER PORCH AND EXTERIOR FINISHES p. 17
7. FIRST READ AND PUBLIC HEARING, ORDINANCE NO. 2022-07 - BUDGET AMENDMENT 2023-01 - AN ORDINANCE OF THE CITY OF NEPTUNE BEACH AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2023, BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 p. 83
8. ADJOURN

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

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. DEPARTMENTAL SCORE CARD p. 88
4. COMMITTEE REPORTS
  - A. Charter Review
  - B. Finance
  - C. Land Use and Parks
  - D. Transportation and Infrastructure Planning
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES

A. PROPOSED ORDINANCE, An Ordinance of the City of Neptune Beach, Florida, Amending Section 2-28, Agenda, Providing for Conflicts, Providing for Severability, and Providing an Effective Date p. 101

7. CONTRACTS / AGREEMENTS / NONE

8. ISSUE DEVELOPMENT

A. Discussion of Request to Purchase Right-of-Way - Marsh Point Road p. 105

B. Discussion of Amended and Restated Revocable License Agreement – 2050 Kings Circle South p. 111

9. PUBLIC COMMENTS

10. COUNCIL COMMENTS

11. ADJOURN



Residents attending public meetings can use the code **79KT** 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."



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

<b>AGENDA ITEM:</b>	Special Meeting Agenda Item # 3 – Smart North Florida Partnership
<b>SUBMITTED BY:</b>	Grants and Resiliency Coordinator Colin Moore
<b>DATE:</b>	November 17, 2022
<b>BACKGROUND:</b>	In 2022, the City of Neptune Beach adopted an MOU to outline its partnership with Smart North Florida in the formation of a Resiliency Lab. Through this partnership the City of Neptune Beach will have access to a unique exchange of Smart City knowledge and technology through Smart North Florida.
<b>BUDGET:</b>	See agreement
<b>RECOMMENDATION:</b>	Approve the quarterly installments for the Resiliency Lab partnership
<b>ATTACHMENT:</b>	SNF City of Neptune Beach Partnership report 2022 MOU



## **SNF City of Neptune Beach Partnership**

### **Introduction**

In 2022, the City of Neptune Beach adopted an MOU to outline its partnership with Smart North Florida in the formation of a Resiliency Lab. Through this partnership the City of Neptune Beach will have access to a unique exchange of Smart City knowledge and technology through Smart North Florida.

Formalizing this partnership into an agreement will allow Smart North Florida to continue its work in expanding the Neptune Beach Resiliency Lab and research additional technologies in the following markets:

1. Security
2. Parking
3. Data Projects
4. Digital Twin Technology
5. Wherever else deemed important by the Neptune Beach team.

### **Resiliency Lab Efforts**

As noted, in 2021, SNF and the City of Neptune Beach signed a Memorandum of Understanding creating a Resiliency Lab concept focused on deploying resiliency technologies to solve critical community problem statements in the city.

Building on the success of this MOU, SNF will work to expand the Lab to new technologies in this contract; including (but not limited to):

- a. Storm Water Drainage
- b. Sanitary Sewer Overflow
- c. Surface Water Discharge

### **Security**

Security is of critical concern for the City of Neptune Beach, be it physical or digital. SNF will help City leadership identify solutions that can be deployed for better security in its parks and city owned locations; as well as certain digital implementations that provide security for their digital devices.

### **Parking**

The City of Neptune Beach has implemented new parking solutions over the past two years to help monetize and innovate their old processes. To build on early successes, and improve through opportunities, SNF will help the Neptune Beach parking team identify innovative solutions that could be applied to their parking program.



## **Data Projects**

Smart North Florida has a special partnership with the University of Florida's Association for Information Systems Masters of Data Science students in delivering data projects for partner organizations. The City of Neptune Beach has been a partner in this effort since the beginning of 2022. We will continue this partnership into 2023.

## **Digital Twin Technology**

The City of Neptune Beach team has informed SNF of the need to examine digital twin technologies to better track and maintain physical assets for planning purposes. The digital twin information will also overlay disparate data sources for better insights.

## **Partnership Deliverables**

- Where applicable, detailed evaluations on technologies from scouting evaluations.
- Data project deliverables.
- Written and video case studies created by SNF to show the
- Assisting in grant opportunities to further the Resiliency Lab efforts.

## **Partnership Contribution – Quarterly installments of \$10,000**

**MEMORANDUM OF UNDERSTANDING  
FOR  
SMART NORTH FLORIDA & CITY OF NEPTUNE BEACH**

This memorandum of understanding by and between the City of Neptune Beach and Smart North Florida, known as "Parties" is to acknowledge agreement between the agencies for the development of a "Resiliency Lab," dedicated to solving the critical resiliency problem statements of the Neptune Beach Community.

The purpose of this MOU is to acknowledge all Parties will work cooperatively to develop and implement resiliency-based technologies in the City of Neptune Beach.

This MOU is only intended to address the general objectives and framework of the Resiliency Lab Program. Separate future agreements will be used to define and address specific technology applications for the installation, information sharing and restrictions, design, cost sharing, operations, maintenance and other related issues.

**Neptune Beach Resiliency Lab**

**Need**

The City of Neptune Beach is a rapidly growing community with rich experiences for its residents. Situated between the St. Johns River and Atlantic Ocean, the community is truly unique. But with this uniqueness presents challenges, as all communities face. Particularly for the City of Neptune Beach the community's resiliency to severe weather and climate related developments presents a set of challenges for its aging infrastructure.

With the passing of the American Rescue Plan Act (ARPA), deploying capital to address infrastructure needs in communities across the country, the City of Neptune Beach has opted to dedicate \$50,000 of that funding to deploying innovative technologies that help to solve their most pressing resiliency problem statements.

**Vision**

The vision of this ARPA funding deployment is to create a resiliency "lab" environment where start-up companies from across the country have the ability to deploy their technology in support of the City of Neptune Beach's problem statements. Should these technologies pass the initial test then the technology could be scaled to the entire community and into neighboring cities. Thus showing the City of Neptune Beach to be a leader in smart city, resiliency-based technology implementation.

**Project Description**

The Resiliency Lab project begins with the identification of viable technologies to pilot. The identified solutions will be evaluated by the City of Neptune Beach and their innovation partner, Smart North Florida (SNF). After evaluation and scope definition, the solution will move to implementation.

Once the solution is installed, tracking and measuring will begin to determine the viability of the solution for the City of Neptune Beach's needs. Once the pilot is concluded, SNF and the City of Neptune Beach will debrief and create a pilot report for decision makers in the city government. The key data of these reports will be published as case studies on SNF's Data Exchange platform.

Upon review of these reports. The City of Neptune Beach will be able to determine the next steps with the start-up company.

**General Roles and Responsibilities**

Smart North Florida will work as technology scout, data aggregator, and will assist in some project management at the request of the City of Neptune Beach.

The City of Neptune Beach will define the areas of pursuit for the Resiliency Lab and the scopes of work with the technology companies that they wish to work with.

**AGREED AND EXECUTED BY:**

City of Neptune Beach

 Date: 2-10-22  
Elaine Brown, Mayor

Smart North Florida

 Date: 02/15/2022  
Clayton Levins, Executive Director



**Special Meeting Agenda Item # 4  
Neptune House Lift Station**

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

<b>AGENDA ITEM:</b>	<b>Neptune House Lift Station Replacement</b>
<b>SUBMITTED BY:</b>	Jim French, Public Works Director
<b>DATE:</b>	11/3/2022
<b>BACKGROUND:</b>	<p>The City installed a small wet well and an inexpensive single grinder pump for the sewer system at Neptune House as a cost saving measure. As a result, the Distribution &amp; Collections (D&amp;C) Division has responded to multiple issues at the Neptune House lift station since its opening. The existing lift station is more suited to light residential usage, and not the heavy usage from the public bathrooms. With the increasing rental usage at Neptune House, staff reached out to Gruhn May, Inc. for a quote to replace the lift station.</p> <p>The replacement lift station would include a two-pump system (duplex) with improved grinder pumps. It will also include adding an OmniBeacon system to monitor for high water and power outage issues. A duplex lift station is better suited to commercial and institution usage and increases the reliability of the lift station. Further, adding the OmniBeacon monitoring system will alert staff earlier if an issue begins to arise. Gruhn May, Inc. is procured from another government's approved contract using COAB Bid No. 2021-04 Multi-Year Contract for Utility Contractor Services. Staff believes Gruhn May, Inc.'s quote of \$40,480.10 is reasonable for services provided including the materials, labor, equipment, construction, and electrical.</p>
<b>BUDGET:</b>	Staff budgeted \$336,500 in this year's 401-4335-535-30-46 Sewer Repair & Maintenance fund, and will have \$275,66.10 remaining if this Purchase Authorization is approved.
<b>RECOMMENDATION:</b>	Staff respectfully requests Council's approval in the execution of Purchase Authorization Number PW23-15049 between CONB and Gruhn May, Inc.
<b>ATTACHMENT:</b>	PW23-15049 w/ supporting documents

**CITY OF NEPTUNE BEACH, FLORIDA**

116 First Street

(904) 270-2400 - Fax: (904) 270-2417

Order #: PW23-15049

**PURCHASE AUTHORIZATION**

**Vendor Name:** GRUHN & MAY

**Date:** 11/3/2022

**Vendor Address:** 6897 PHILIPS PARKWAY DR N.  
JACKSONVILLE, FL 32256

**Phone Number:** 262-9544

**Contact:** GORDON GRUHN

**Requesting Department:** SEWER

**Account to Charge:** 401-4335-535-30-46

**Purpose or Use:** Neptune House Lift Station Replacement

**Vehicle or Equipment Number:** \_\_\_\_\_

Quotes (check the appropriate box)

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

Quantity	Description	Price	Total
1	MATERIAL	\$ 19,574.10	\$ 19,574.10
1	LABOR	\$ 12,000.00	\$ 12,000.00
1	EQUIPMENT	\$ 1,630.00	\$ 1,630.00
1	SUB-CONTRACTORS	\$ 4,550.00	\$ 4,550.00
1	OVERHEAD 20% L&E 15% CONTINGENCY	\$ 2,726.00	\$ 2,726.00
	<b>ARPA Funds</b>		
	PROCURED FROM OTHER GOVERNMENT'S APPROVED CONTRACTS USING COAB BID NO. 2021-04 MULTI-YEAR CONTRACT FOR UTILITY CONTRACTOR SERVICES		
<b>NOT TO EXCEED THE AMOUNT WITHOUT PRIOR AUTHORIZATION</b>			<b>\$46,552.12</b>

- All payments shall be made in accordance with FL Statue Ch. 218 the Florida Prompt Payment Act, (herein know as the 'Act'). Upon receipt of a proper statement, invoice or draw request the City shall have the number of days provided in the Act in which to make payments. The Vendor shall make all payments to their material suppliers, vendors, and subcontractors in accordance with the Act.
- All deliveries shall be F.O.B. Destination.
- No policies of the Vendor available on the Vendor's website or retained in the Vendor's office are incorporated by reference nor shall be deemed to be part of the Purchase Authorization, contract or agreement, unless the same is fully attached to this Purchase Authorization.
- With respect to any indemnification under the Purchase Authorization, contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the City's sovereign immunity.
- The Purchase Authorization, contract or agreement shall be governed by the laws of the State of Florida, any disputes to this Purchase Authorization, contract, or agreement which are not resolved by both parties shall be adjudicated in a court of competent jurisdiction within Duval County, Florida.
- The City objects to any additional or different terms and conditions contained on the Vendor's quote, invoice, website, packing slip or other instruments of service.

APPROVED: \_\_\_\_\_  
*Department Head*

11/3/2022  
\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

APPROVED: \_\_\_\_\_  
*City Manager*

\_\_\_\_\_ Date

Prepared by: Jim French





**Description: Neptune House Lift Station Replacement**

**Budget:** 336,500      **Remaining:** \$275,666.10

**Fund:** 401-4335-535-30-46 Sewer Repair & Maintenance

**Pictures:**



**Background:**

The City installed a small wet well and an inexpensive single grinder pump for the sewer system at Neptune House as a cost saving measure. As a result, the Distribution & Collections (D&C) Division has responded to multiple issues at the Neptune House lift station since its opening. The existing lift station is more suited to light residential usage, and not the heavy usage from the public bathrooms. With the increasing rental usage at Neptune House, staff reached out to Gruhn May, Inc. for a quote to replace the lift station.

The replacement lift station would include a two-pump system (duplex) with improved grinder pumps. It will also include adding an OmniBeacon system to monitor for high water and power outage issues. A duplex lift station is better suited to commercial and institution usage and increases the reliability of the lift station. Further, adding the OmniBeacon monitoring system will alert staff earlier if an issue begins to arise. Gruhn May, Inc. is procured from another government's approved contract using COAB Bid No. 2021-04 Multi-Year Contract for Utility Contractor Services.



Neptune House Lift Station Repalcement - Opinion of Probable Construction Cost			
Item	Description	Note	Expense
1	Gruhn May, Inc. (Quote)	Replace existing lift station and electrical panel	\$ 40,480.10
2	OmniBeacon (Quote)	High level and power alarm with call-out	\$ 805.00
3	OmniBeacon annual service (Quote)		\$ 144.00
4	High Level Float	In stock	\$ -
5			
6			
7			
8			
9			
10			
<b>Sub-total</b>			\$ 41,429.10
<b>15% Contingency</b>			\$ 6,214.37
<b>Total</b>			\$ 47,643.47





**Special Meeting Agenda Item # 5,  
Employee Handbook**

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

<b>AGENDA ITEM:</b>	Special Meeting Agenda Item # 5 – Res. No. 2022-09, Amending Employee Handbook
<b>SUBMITTED BY:</b>	City Clerk/HR Director Catherine Ponson City Manager Stefen Wynn
<b>DATE:</b>	November 16, 2022
<b>BACKGROUND:</b>	<p>A new Employee Handbook was adopted on November 7, 2022.</p> <p>The new handbook added a new Parental and Medical Leave. This would provide three weeks of paid leave for eligible employees. The intent was the three weeks be used initially and then the employee’s accrued leave would be used.</p> <p>This amendment clarifies that and is reflected in the attachment.</p> <p>To make the intended change, a resolution must be approved by Council.</p>
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	Consider approving Resolution No. 2022-09, Amending the Employee Handbook
<b>ATTACHMENT:</b>	Resolution No. 2022-09 Exhibit A, Section 602



**RESOLUTION NO. 2022-09**

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA,  
AMENDING THE EMPLOYEE HANDBOOK; AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, the City of Neptune Beach adopted a new Employee Handbook on November 7, 2022; and

**WHEREAS**, the new Employee Handbook adds a new Parental and Medical Leave Policy, which provides for three weeks of paid parental or medical leave to eligible employees; and

**WHEREAS**, the original intent was for the employee to use the paid leave first then begin utilizing their own accrued paid time off;

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

**Section 1.**Section 602 of the Employee Handbook be amended as shown on attached Exhibit A.

Done and adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 21st day of November, 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICENCY:

\_\_\_\_\_  
City of Neptune Beach Attorney

## Exhibit A

### Recertification

Under certain circumstances as provided by law, including, but not limited to situations in which the need or nature of the approved leave changes, the CONB may, in its sole discretion, require recertification of an employee's serious health condition.

### Return to Work

If an employee's position is eliminated during their FMLA leave time, e.g. layoff, departmental restructuring, etc. the employee will not be entitled to return to his or her former or an equivalent position. Employee's whose FMLA leave was for their own personal medical condition must, prior to reinstatement, submit a medical certification to the City Manager's Office as to their ability to return to work, subject to a second medical opinion as deemed necessary by the CONB, or a third medical opinion as provided in the FMLA. Employees who do not return to work immediately following release from the health care provider as fully restored to perform all the essential functions of his or her position, will be considered to have voluntarily terminated employment as of the date of the release. Employment will be terminated if an employee is not able to return to work at the end of the FMLA.

### Substitution of Paid Leave

Employees must substitute all earned paid time off for unpaid FMLA leave. FMLA and any paid time off, run concurrently. The entire 12-week FMLA is not in addition to the paid leave, however, is any remaining portion after the paid leave time is subtracted. If an employee requires leave in excess of the weeks for which they are eligible, they will not be assured a position with the CONB upon their return.

### Benefits during FMLA Leave

During the approved FMLA leave, the employee's coverage under the CONB's benefits will continue, but if the employee goes without pay, they must pay their share of any payroll-related deductions, if applicable. It is the employees' responsibility to make arrangements with the Finance Department to pay their portion of the payroll-related deductions during the unpaid period of absence. All other benefits will be suspended during the leave.

## 602 Medical and Parental Leaves

The CONB may provide a medical or parental leave of absence to eligible employees who wish to take time off from work duties for a medical-related leave for the employee, for the employee to care for the medical-related needs of an immediate family member, or for the birth, adoption, or foster care of a child. ~~Employees must first utilize all available paid time off, personal days, and compensatory time prior to being approved for a paid medical or parental leave.~~ Family and Medical Leave Act (FMLA) benefits will run concurrently with an approved medical or parental leave.

Employees in the following employment classification(s) may be eligible to request a medical or parental leave as described in this policy:

- Regular full-time employees

### Medical Leave

Medical leave may be granted to eligible employees after one-year of continuous employment for their own serious health condition, or for the serious health condition of their immediate family member. Immediate family member is defined as spouse or domestic partner, parents and parents-in-law, children (natural, step, adopted) under 18-years old or 18 and over that is incapable of self-care, siblings, and grandparents and grandparents-in-law. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care, e.g. an overnight stay, in a hospital or other medical care facility (including any

- period of incapacitation or any subsequent treatment in connection with such in-patient care);
- A period of incapacitation of more than three consecutive full calendar days, and any subsequent treatment or period of incapacitation relating to the same condition that also involves treatment two or more times by a health care provider or under the supervision of a health care provider within 30-days of the start of the incapacitation, or treatment by a health care provider on at least one occasion within seven-days of the start of the incapacitation which results in a regimen of continuing treatment under the supervision of a health care provider;
- Any period of incapacitation due to pregnancy, or for prenatal care;
- Any period of incapacitation due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
- A period of incapacitation which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacitation of more than three consecutive days in the absence of medical intervention or treatment.

Recognizing that an employee's leave needs are varied, the CONB provides two types of medical leave as described below:

- **An Employee's Serious Health Condition** - An employee may apply for a paid medical leave for up to three-weeks when needed for their own serious health condition. The employee may also request an additional three-weeks of unpaid leave followed by the use of up to two-weeks of the employee's available, but unused paid time off or personal days, or two-weeks of unpaid time off if no paid time off is available. Prior to the start of the three-week paid leave, the employee must provide their intended return date with their manager. Exceptions to this policy may be made depending on the circumstances.
- **Serious Health Condition of an Immediate Family Member** - An employee may request up to three-weeks of paid leave with the expectation to use up to one-week initially and reserve the ability to use the remaining days over the next three-months as needed. Exceptions to this policy may be made depending on the circumstances and the leave must be pre-approved by the City Manager.

### **Parental Leave**

Parental leave may be granted to eligible employees after one-year of continuous employment for time off for maternal and paternal partners for the birth, adoption, or foster care of a child. Recognizing that parental leave needs are varied, the CONB provides three types of parental leave as described below:

- **Parental Leave/Maternity, Adoption, or Foster Care** – An employee may request three-weeks of paid leave followed by the use of up to two-weeks of the employee's available, but unused paid time off or personal days, or two-weeks of unpaid time off, if no paid time off is available. In the event of an adoption or foster care situation, the primary caregiver will qualify for equal or like benefits. Prior to the start of the three-week paid leave, the employee must provide their intended return date with their manager. Exceptions to this policy may be made depending on the circumstances.
- **Parental Leave/Paternity** – An employee may request up to three-weeks of paid leave with the expectation to use up to one-week initially and reserve the ability to use the remaining days over the next three-months as needed. Prior to the start of the three-weeks paid leave, the employee must provide their intended return date with their manager. Exceptions to this policy may be made depending on the circumstances.

### **Requesting a Leave**

As soon as eligible employees become aware of the need for a medical or parental leave of absence, they should request a leave from the City Manager in writing. Requests for a medical leave or parental leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of the absence. The City Manager has the sole discretion to either approve or deny a medical or parental leave of absence. An employee may only apply for one medical or parental-related leave during any calendar year.

### **Benefits**

During the approved medical leave or parental leave, PTO, personal days, holidays, and bereavement leave will be suspended and will resume upon the employee's return to active employment. Paid medical leave and parental leave run concurrent with family and medical leave and are not in addition to family and medical leave. See Policy #601 Family and Medical Leave Act (FMLA) for additional information. Health insurance benefits will continue in the same manner in which they were prior to the start of the leave unless the employee goes into an unpaid leave status. At that time, the employee is responsible for making prior arrangements with the Clerk-Treasurer's Office to pay for his or her portion of all payroll-related deductions.

### **Other Employment**

An employee who is self-employed or accepts other employment or works for any another employer during a medical or parental leave must report such work immediately to his or her Supervisor, or the City Manager. An employee who works in one of the above capacities at any time during his or her medical or parental leave may be considered to have voluntarily terminated his or her employment as the date such employment began. Refer to Policy #110 – Outside Employment for additional information.

### **Return to Work**

In the event that the employee returns to work at the end of the approved leave period, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the CONB cannot guarantee reinstatement in all cases. If an employee fails to report to work promptly at the expiration of the approved leave period, the CONB will assume the employee has resigned. The CONB will comply with federal and state laws regarding the use of medical and parental leaves of absence.

## **603 Personal Leave**

The CONB may provide a leave of absence without pay to eligible employees who wish to take time off from work to fulfill personal obligations. Employees must first use all available paid time off and compensatory time prior to requesting a personal leave of absence. Employees in the following employment classification(s) may be eligible to request personal leave as described in this policy:

- Regular full-time employees

Eligible employees may request personal leave only after having completed one-year of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from the City Manager.

Personal leave may be granted for a period of up to 30 calendar days every one-year. If this initial period of absence proves insufficient, consideration may be given to a written request for a single extension of no more than 30 calendar days at the discretion of the City Manager. With the City Manager's approval, an employee may take any available paid time off as part of the approved period of leave. Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.



Special Meeting Agenda Item #6 CONB  
Bid 2022-03, Senior Center

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

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

## MEMORANDUM

Project: 21.45.0 - Neptune Beach Senior Community Center  
Re: 11/29/21 - Charrette Workshop Attendee Contact Info  
Date: 11/30/2021

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### Introduction

Below is the attendee list and contact info.

#### **Elected / City Officials:**

Mayor Elaine Brown - [elainebrown@nbfl.us](mailto:elainebrown@nbfl.us)  
Councilor Kerry Chin - [kerrychin@nbfl.us](mailto:kerrychin@nbfl.us)  
Councilor Josh Messinger - [joshmessinger@nbfl.us](mailto:joshmessinger@nbfl.us)  
City Manager Stefen Wynn - [cm@nbfl.us](mailto:cm@nbfl.us)  
City Attorney Zachary Roth -  
Senior Center Director Leslie Lyne - [dsc@nbfl.us](mailto:dsc@nbfl.us)

#### **Residents:**

Deb S. - [debsael@gmail.com](mailto:debsael@gmail.com)  
Gregory T. - [g\\_taylor52@yahoo.com](mailto:g_taylor52@yahoo.com)  
Sharon W. - [stwwilburn@comcast.net](mailto:stwwilburn@comcast.net)  
Kathy L-D. - [mkld65@gmail.com](mailto:mkld65@gmail.com)  
Dee W. - [dee.wagner@comcast.net](mailto:dee.wagner@comcast.net)  
Shirley B. - [shirleybowe@gmail.com](mailto:shirleybowe@gmail.com)  
Carolyn - [catcleanup@gmail.com](mailto:catcleanup@gmail.com)  
Chris C. - [chris4nb@gmail.com](mailto:chris4nb@gmail.com)  
Art -  
Marilyn B. -  
Richard B. -

<GC>

**Neptune Beach Senior Activity Center - Construction Expenses to Date (UNAUDITED)**

Account Number	Description	Amount	Year	Vendor	Description of Work	Approval Date
300-1110-569-60-65	Construction in Progress	\$ 100,000.00	2020	Vanguard Modular Approved by Council 9.8.2020	25% Down Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
300-1110-569-60-65	Construction in Progress	\$ 240,000.00	2021	Vanguard Modular Approved by Council 9.8.2020	60% Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
300-1110-569-60-65	Construction in Progress	\$ 60,000.00	2021	Vanguard Modular Approved by Council 9.8.2020	Final Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
300-1110-569-60-65	Construction in Progress	\$ 6,050.00	2021	Vanguard Modular	CO #1 Materials necessary to close up bard A/C units	Approved by City Manager due to Request to remove bard a/c units on 3/25/2021
300-1110-569-60-65	Construction in Progress	\$ 2,346.00	2021	Jackson Geotechnical Engineering	Soil Testing and Densities	Approved by CM & DPW in preparation of foundation for Sr. Center
300-1110-569-60-65	Construction in Progress	\$ 30,108.00	2021	Buehler A/C	6 New AC Condensers and HVAC installation in NBSAC	Approved at Special Council Meeting on 3/15/2021
300-1110-569-60-65	Construction in Progress	\$ 3,925.00	2021	Advantage Plumbing	Connection of all water and wastewater pipes for building	Approved at Special Council Meeting on 3/15/2021
300-1110-569-60-65	Construction in Progress	\$ 3,750.00	2021	Crawford Electric	NBSAC Electrical for new HVAC system	Approved by CM to complete the HVAC relocation
300-1110-569-60-65	Construction in Progress	\$ 31,369.80	2021	Limbaugh Electrical	NBSAC Electrical Transformer work	Approved at Special Council Meeting on 3/15/2021
300-1110-569-60-65	Construction in Progress	\$ 2,104.60	2021	Limbaugh Electrical	Material for Transformer Work	Approved by CM to complete energizing the NBSAC
300-1110-569-60-65	Construction in Progress	\$ 2,577.27	2021	Misc. Materials	Interior Finishes and Mechanical Closets	Approved by City Manager through various Purchase Authorizations cumulatively under \$10,000
300-1110-569-60-65	Construction in Progress	\$ 2,046.13	2021	Home Depot	Kitchen Appliances	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
300-1110-569-60-65	Construction in Progress	\$ 345.99	2021	Amazon	Kitchen Equipment	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
300-1110-569-60-65	Construction in Progress	\$ 1,344.31	2021	Amazon	Kitchen Equipment	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
300-1110-569-60-65	Construction in Progress	\$ 26,207.77	2022	ML+H	Exterior Finishes & Porch Design Services	Council Approved a NTE Price of \$35,721.66 on 6/21/2022
<b>Total Expenses from Better Jax 1/2 cent Sales Tax</b>		\$ 400,000.00				
<b>Total Expenses from Donations</b>		\$ 112,174.87		Donation Revenue	\$ (285,851.08)	
<b>TOTAL</b>		\$ 512,174.87		Less Donation Expenses	\$ 112,174.87	
				<b>Available Donation Revenue (Surplus)/Deficit</b>	<b>\$ (173,676.21)</b>	



# Mesic Construction Services Inc.

General, Roofing, Plumbing, and Heating & Air contractors

CGC 1531163 CCC 1329289 CFC 1429278 CAC 1818849

Licensed and Insured

9046 Kentish Court Jacksonville, Florida 32257

Phone: (904)449-5113, Fax: (904)739-1043

Email: [mesich@bellsouth.net](mailto:mesich@bellsouth.net)

To the City of Neptune Beach

Thank you for the opportunity to bid the job that you have coming up. I have already filled out the paperwork and signed the letter for the bond, from my bond company. I filled out all the paperwork, let me know if I missed anything. Also, I would appreciate if you guys would go over my bid, to make sure everything is correct for you guys. If there is anything incorrect, I would like to be advised so I can fix it. I excluded the parking lots, concrete to the decking, and any electrical poles that needs to be moved. If you would like me to provide the bid for that work, I would like more time so I can achieve a proper bid for both parties. Or, we could include this into the second phase of the work.'

Also, we need 6-10 months to finish the project, when we have the shop drawings in with a permit in our hands.

If you have any questions, please reach out to me.

Mesic Construction Services

Hajurdin Mesic            11/15/2022

**CITY OF NEPTUNE BEACH**  
**BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS**  
**FOR**  
**NEPTUNE BEACH SENIOR ACTIVITY CENTER**  
**PORCH AND EXTERIOR FINISHES**  
*CONB BID NO. 2022-03*

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**BID DUE:**  
**November 16, 2022 at 2:00 PM (EDT)**

**CITY OF NEPTUNE BEACH  
CONB BID NO. 2022-03  
NEPTUNE BEACH SENIOR ACTIVITY CENTER  
PORCH AND EXTERIOR FINISHES**

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**CITY OF NEPTUNE BEACH  
CONB BID NO. 2022-03  
NEPTUNE BEACH SENIOR ACTIVITY CENTER  
PORCH AND EXTERIOR FINISHES**

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## SECTION 00020

### REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (herein known as "Buyer"), Florida, will be accepting sealed Bids in triplicate, which will be received until **2:00PM, EDT, November 16, 2022**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, for the following:

#### NEPTUNE BEACH SENIOR ACTIVITY CENTER PORCH AND EXTERIOR FINISHES

The Selected Bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; mobilization; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bond; and demobilization required to accomplish the Construction of a Covered Porch at the Neptune Beach Senior Activity Center located at 2004 Forest Avenue Neptune Beach, Fl. 32266.

All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, ordinances and the Contract Documents.

The Buyer will evaluate the Bids and the award will be made to the lowest, best, responsive, and most responsible Bidder selected by the Buyer.

Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. Due consideration also will be given to Bidders, other than certified minority business enterprises or minority persons, whose Bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises, minority persons as subcontractors, material suppliers or local preference for this project, should Bidder be awarded a contract.

A pre-Bid meeting will be held on **November 9, 2022 2:00 p.m., local time, at "Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach, Fl. 32266.** Representative of Owner will be present to discuss the Project followed by site visits. Anyone interested in submitting a Bid is strongly encouraged to attend. All Bidders will be responsible for any information discussed at the pre-Bid meeting.

*Questions should be directed in writing by email to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us) no later than **November 10, 2022 at 4:00 p.m., local time.***

**Bids are due at 2:00 p.m., local time, November 16, 2022**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, and will be opened as soon thereafter as possible in the presence of

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the City Clerk and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the City Clerk's office.

**Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2022-03 Senior Activity Center Porch and Exterior Finishes to be opened at 2:00 p.m., local time, November 16, 2022" addressed to the City Clerk, 116 1st St., Neptune Beach, Fl. 32266, so as to guard against opening prior to the date and time set therefore.**

Bidding Documents, drawings and any ADDENDA may be obtained from the Issuing Office for the Buyer, 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266, pwbids@nbfl.us, telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. All Bidders shall be responsible for obtaining any information, documents and ADDENDA provided by the Issuing Office prior to the Bid. The Buyer shall not be responsible for full or partial sets of documents including ADDENDA, if any, obtained from sources other than the Issuing Office.

Bids require a five percent (5%) Bid Security in the form of a certified check or bank money order or a Bid Bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The City of Neptune Beach reserves the right to change the time and date of the pre-Bid meeting, to change the Bid due date and time, to accept any bid, reject any or all bids, to waive informalities and make the award or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer in any manner thereof.

END OF SECTION

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## SECTION 00200

### INSTRUCTIONS TO BIDDERS

Prepared By



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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
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(800) 548-2723  
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# INSTRUCTIONS TO BIDDERS

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Issuing Office*—The office from which the Procurement Bidding Documents and Addenda, if any, are to be issued and where the bidding procedures are to be administered.
  - B. *Procurement Documents or Bidding Documents* —The Bidding Requirements and the proposed Contract Documents (including the advertisement or invitation to bid, Instructions to Bidders, Bid security form, standard forms, the Bid Form with any supplements, and any Addenda).

## ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

- 2.01 Bidder may obtain complete sets of the Procurement Documents, in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid, from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Procurement Documents in good condition within 30 days after opening of Bids. Bidders must obtain a complete set of the Procurement Documents.
- 2.02 Bidder must use a complete set of the Procurement Documents in preparing the Bid; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Documents.
- 2.03 Buyer and Engineer make copies of Procurement Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services, and do not authorize or confer a license for any other use.

## ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
- 3.02 Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Within ten (10) calendar days (240 hours) of bid opening date and time, the three (3) apparent lowest bidders shall provide the following minimum information to Buyer to demonstrate Bidders' qualifications, responsibility, responsiveness, and resources to successfully perform and complete the work. If Bidder subsequently does not provide complete information as outlined in this section to the Buyer within 10 days of the Bid Opening, the Buyer may consider Bidder to be in default or

non-responsive and reject the Bid, and the Buyer may then award the Bid to the next lowest conforming, responsive Bidder.

- A. Bidder's License Information: Include a Copy of Bidder's license(s).
- B. Bidder's Federal Employer Identification Number (FEIN).
- C. Bidder's SunBiz Document Number.
- D. Minimum Experience Requirements:
  - 1. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years.
  - 2. Proof that the Bidder is a licensed Florida General Contractor and has performed satisfactory work for a government entity in Florida within the last three (3) years.
  - 3. Proof of satisfactory completion on a minimum of three (3) reference projects of similar scope, size, and cost to this project, including performing satisfactory work for at least one project for a government entity in Florida as a general contractor. Each of these three (3) reference projects must be verifiable by reference and include the following minimum information:
    - a. Project Name
    - b. Project Location (city, state)
    - c. Brief Description of Project Substantiating Similarity to this Project
    - d. Date of Completion of Project
    - e. Owner's Name
    - f. Owner's Project Manager's Name, Phone Number, and Email Address: Contact
- E. Provide the resumes of the Bidder's proposed project manager and project superintendent with verification that they have a minimum of five (5) years of verifiable experience matching the scope, type and complexity of the construction services performed on this project, that are currently employed with Bidder's company, and the verifiable projects that include contacts, dates, and project descriptive information to the Buyer's complete satisfaction.
- F. Provide a list of all subcontractors proposed for the project who will perform work in the amount equal to, or greater than, \$10,000. Include the following information for each proposed subcontractor:
  - 1. Name of Subcontractor
  - 2. Type of Work Subcontractor will Perform
  - 3. Subcontractor's License Number (if applicable)
  - 4. MBE/WBE Status
  - 5. Local preference (Those business entities located within the city limits of Neptune Beach, Jacksonville Beach, and Atlantic Beach)
- G. Provide the Bidder's documentation of good faith efforts to utilize MBE/WBEs and local preference on this project. In the event of a low tie bid, the low bidder who proposes to

utilize a higher percentage of MBE/WBEs and local preference on the project will receive preference for award.

- H. Current workload (project) commitments: Provide the Bidder's project commitments that includes project start date or projected start date, current project stage, anticipated completion date, contract value, location, brief project description, contact name, current contact phone number, current contact email, project name, Bidder's project manager, and Bidder's superintendent.
- I. Bidder's Bonding capacity verification: Provide the Bidder's bonding capacity verification using the form provided in Section 00440 Bonding Capacity Certification completed by the Bidder's bonding company stating that the Bidder has sufficient available bonding capacity for the project for the bonds required in the contract documents or a letter from the Bidder's bonding company with the equivalent information as the provided Bonding Capacity Certification form in Section 00440. The Contractor shall acquire and execute any Bonds as required in the contract documents prior to award of any contract.
- J. Bidder's Dun & Bradstreet (DUNS) number: Bidder to provide their Dun & Bradstreet (www.dnb.com) DUNS number. Buyer may request most recent financial statements and verifications to demonstrate the bidder has the financial resources to perform this project. Financial statements, when requested, MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION WRITTEN ON THE OUTSIDE. Per Florida Statutes, this information is exempt from public information requests."
- K. Bidder's Insurability: The Bidder shall provide Certificates of Insurance (COI) for all coverages and amounts specified in the Contract Documents within 15 days of Notice of Intent to Award. If Bidder fails to furnish all required insurance verification(s) within 15 days after the Notice of Award, Buyer may consider Bidder to be in default and annul the Notice of Award in accordance with Article 8.
- L. W-9 Federal ID Number Form (Section 00425) completely filled out.
- M. Bidder's Proposed Schedule in days from Notice to Proceed to Final Completion.

#### ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

- 4.01 Buyer recommends that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through the Issuing Office.
- 4.02 It is the responsibility of each Bidder to be familiar with the general nature of the Work and satisfy the Bidder as to all federal, state, and local Laws and Regulations and visit the Site(s) and become familiar with and satisfy Bidder as to the general, local, and Site(s) conditions that may affect cost, progress, and performance of the Work. The Bidder shall consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site(s); information and observations obtained from visits to the Site(s).
- 4.03 A pre-bid meeting will be held on November 9, 2022 at 2:00 p.m., local time at ***"Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach, FL 32266***. Anyone interested in submitting a bid is strongly encouraged to attend. The pre-bid meeting includes a site visit to

allow the bidders to acquaint and familiarize themselves with site conditions. To limit person-to-person contact please limit attendance to prime and major trades. All bidders will be responsible for any information discussed at the pre-bid meeting and familiarizing themselves with the site.

- 4.04 Interpretations or clarifications considered necessary by Buyer or Engineer in response to questions arising at the pre-bid conference will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 4.05 Any additional lands and access required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Seller.

#### **ARTICLE 5—INTERPRETATIONS AND ADDENDA**

- 5.01 All questions about the meaning or intent of the Procurement Documents are to be submitted in writing to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us).
- 5.02 Interpretations or clarifications considered necessary by Buyer or Engineer in response to such written questions will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Questions received after November 10, 2022 by 4:00 pm, local time may not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 5.03 Addenda may be issued to clarify, correct, or change the Procurement Documents as deemed advisable by Buyer or Engineer.
- 5.04 Bidders shall have no contact related to this solicitation with the Buyer's employees or officials during this solicitation process outside of any pre-Bid meeting. This shall include from the time the solicitation is advertised until after the Bids are submitted. Unauthorized contact with Buyer's employees or officials may result in rejection of the bid. All communications with Buyer shall be in writing to the office indicated in this section or advertisement.

#### **ARTICLE 6—BID SECURITY**

- 6.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of **5 (five)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. Such Bid bond will be issued in the form included in the Procurement Documents.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Buyer (Project Owner) awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished all required insurance verification, furnish an executed current version of IRS form W-9, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract, provide all required insurance verification to the satisfaction of the Buyer, furnish an executed current version of IRS form W-9, and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be

forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.

- 6.03 The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 6.04 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 7—PROCUREMENT CONTRACT TIMES**

- 7.01 The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the applicable provisions of the Procurement Contract.

#### **ARTICLE 8—LIQUIDATED DAMAGES**

- 8.01 Any provisions for liquidated damages, such as those for Seller's failure to attain a specified Milestone such as the delivery of the Goods, substantial completion, and final completion are set forth in the Procurement Contract.

#### **ARTICLE 9—"OR-EQUAL" ITEMS**

- 9.01 The Procurement Contract, if awarded, will be based on material and equipment specified in the Procurement Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Procurement Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to the Buyer and/or Engineer, application for such acceptance will not be considered by Buyer and/or Engineer until after the Effective Date of the Procurement Contract. The procedure for submittal of any such application by Seller and consideration by the Buyer and/or Engineer is set forth in the General Conditions and may be supplemented in the Procurement Documents.

#### **ARTICLE 10—PREPARATION OF BID**

- 10.01 The Bid Form is included with the Procurement Documents. Additional copies of Procurement Documents may be obtained from the Issuing Office.
- 10.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Change," or "Not Applicable" may be entered.
- 10.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 10.04 Bidder shall:
  - A. Sign the Bid Form as indicated in the Bid Form.

- B. Include evidence of authority to sign.
  - C. Provide information on the individual to be contacted for any communications regarding the Bid including name, postal address, e-mail address, and telephone number.
  - D. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
- 10.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth of the Bid Form.
- 10.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that:
- A. The Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Procurement Documents.
  - B. The Bidder has provided all written notice prior the submission of its Bid of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Procurement Documents and confirms that the written resolution thereof is acceptable to Bidder.
  - C. The Bidder has satisfied themselves that the Procurement Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
  - D. It is the Bidder's responsibility to read the Procurement Documents and Procurement Contract. Any variances must be clearly noted by the Bidder and attached as an appendix to the Bid. Bids may be considered nonresponsive if the Bidder communicates or submits any variances after the Bid opening date. If no variances or objections are submitted with the Bidder's submission it is hereby implied that no objection is taken with the solicitation documents or contract terms and conditions.

## **ARTICLE 11—BASIS OF BID; COMPARISON OF BIDS**

### **11.01 *Unit Prices***

- A. Bidder shall enter the unit price Bid for each unit price line item on the Bid Form and enter the product of the unit price times the estimated quantity for that line item. Bidder shall enter the total of products of unit price and estimated quantity for each unit price line item in the space provided to the total on the Bid Form.
- B. The apparent low Bid will be determined on the basis of the total of products of unit price and estimated quantity for each unit price line item.
- C. Discrepancies between the indicated figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

### **11.02 *Buyer's Contingency Allowance***

- A. If Buyer has stipulated a Buyer's Contingency Allowance in the Bid Form, such Buyer's Contingency Allowance is the same for all Bidders and is not a factor in determining the apparent low Bid.

- 11.03 Award may be made to the responsible Bidder that provides the lowest Bid amount for any combination of Parts to the Base Bid plus selected additive Alternate Bids which Buyer determines provides the most beneficial combination of alternatives within the funds available.

#### **ARTICLE 12—SUBMITTAL OF BID**

- 12.01 Bidder shall refer to the Request for Bids (advertisement) for specific identification of the date, time, and place where Bids are to be submitted.
- 12.02 Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of the Bid Form.
- 12.03 A Bid must be submitted in triplicate no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Submit the Bid in an envelope plainly marked on both sides with the "BID ENCLOSED", Project title, Bid number, bid opening date and time, and the name and address of Bidder. Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED" on both sides so as to guard against opening the Bid prior to the date and time set therefore and easily identifiable from normal mail and deliveries.
- 12.04 All Bidders will be responsible for any information provided by the Issuing Office.
- 12.05 Bids will not be valid unless received in triplicate before the Bid deadline identified the Request for Bids (advertisement).
- 12.06 Bidders will be responsible for any Bid submission prior to date and time set therefore.

#### **ARTICLE 13—MODIFICATION OR WITHDRAWAL OF BID**

- 13.01 A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 13.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 14—OPENING OF BIDS**

- 14.01 Bids will be publicly opened at the time and place indicated in the Request for Bids (advertisement) and read aloud, unless obviously non-responsive. An abstract of the amounts of



the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

#### **ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 15.01 All Bids will remain subject to acceptance for the period stated in the Procurement Documents, but the Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 16—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT**

- 16.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.
- 16.02 Buyer further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible or the Bidder, is behind by 10 percent or more on completing an approved progress schedule for the Buyer at the time of advertising the work. A Bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete the prescribed forms, modifying the Bid specifications, submitting conditional Bids, incomplete Bids, submitting indefinite or ambiguous Bids, executing forms or the Bid sheet with improper and/or undated signatures, failure to provide all required information Bids containing any conditions, omissions, unexplained erasures, alterations of the provided bid documents or forms, or items not called for in the bid documents. Other conditions which may cause rejection of the Bids include, evidence of collusion among Bidders, obvious lack of experience or expertise, and failure to perform or meet financial obligations on previous agreements. Buyer may also reject the Bid of any Bidder if the Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 16.03 Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
- 16.04 Buyer will reject the Bid of any Bidder that the Buyer finds that the Seller failed to furnish a Bid Security, complete, properly executed, and in the minimum amount stated.
- 16.05 In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 16.06 In evaluating Bidders, Buyer will consider the qualifications of Bidders, WBE/MBE utilization, local preference utilization and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Procurement Documents. In the event of a low tie bid, the low bidder who proposes to utilize a higher percentage of MBE/WBEs and local preference on the project will receive preference for award.

- 16.07 If the Buyer awards the Procurement Contract, such award will be to the lowest, best, responsive, and most responsible bidder.
- 16.08 The Buyer will evaluate the Bids and the award will be made to the lowest responsive, responsible bidder. Certified minority business enterprises or minority persons as defined in F.S.s. 288.703 are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.
- 16.09 The lowest, responsive, responsible bidder may voluntarily reduce its bid price or prices provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the Procurement Documents that would alter the determination of which the bidder would be awarded or portion thereof when in the best interest of the Buyer.

#### **ARTICLE 17—BONDS AND INSURANCE**

- 17.01 The General Conditions and the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

#### **ARTICLE 18—SIGNING OF PROCUREMENT AGREEMENT**

- 18.01 When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Documents. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Documents to Buyer. The Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Documents.

#### **ARTICLE 19—SALES AND USE TAXES**

- 19.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Buyer is exempt from state sales and use taxes on materials and equipment to be incorporated in the Project.
- 19.02 At the Buyer's option, the Seller shall be required to provide the Buyer with the details of his Purchase Order(s), including quote(s), vendor name, address, and quantity and type of materials and/or equipment being ordered. The Buyer may choose to order the major materials and/or equipment direct. Should the Buyer choose to do this, any payment that is made direct by the Buyer (plus an amount equal to the sales tax that would have been paid by the Seller) for the materials shall be a direct deduct from the Seller's contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.
- 19.03 Should the Buyer choose to purchase any materials and/or equipment for tax saving purposes, it shall be the Seller's responsibility to ensure conformance with Contract Documents, coordinate

ordering, deliveries, submit Shop Drawings, receive and verify accuracy of such shipments and, unload such shipments as if Seller had purchased the materials direct. Any Shop Drawings received directly by the Buyer from the suppliers will be forwarded by the Buyer to the Seller for the Seller's review of accuracy and correctness of the Shop Drawings, and the Seller shall provide an approval action on each product. The Seller shall submit Shop Drawings to the Buyer and/or the Engineer for review and approval action. After the Seller and Engineer have reviewed and approved the Shop Drawings, they then shall be submitted to the Buyer for review.

- 19.04 The Contractor shall include all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Buyer's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

**SECTION 00300**

**BID FORM**

**CONB BID NO. 2022-03  
Neptune Beach Senior Activity Center  
Porch and Exterior Finishes**

This Bid is submitted to **The City of Neptune Beach.**

In submitting this Bid, the Bidder represents that:

1. The Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is (or are) named herein and that no other person who is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion, fraud or coercive practices;
2. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid, and the Bidder has not solicited or induced any individual or entity to refrain from bidding;
3. The Bidder further declares that the Bidder has examined the Point of Destination and the site of the Work and is fully informed in regard to all conditions pertaining to the places where the Work is to be performed that may affect the delivery, cost, progress, or furnishing the Work;
4. The Bidder is familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
5. The Bidder has carefully examined and studied the Procurement Documents for the Work, and that the Bidder has read all the provisions furnished prior to the opening of bids, and that the Bidder is satisfied as to the work to be performed;
6. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
7. The Bidder further understands that the Buyer reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer;
8. Bidder accepts all terms and conditions of the Procurement Documents;
9. The Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
10. Bidder has given the Buyer and/or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Bidder;
11. The Procurement Documents are generally sufficient to indicate and convey understanding of all

terms and conditions for performance of Seller's obligations under the Procurement Contract;

12. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the contract in full and complete it in accordance with the Procurement Documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions, Special Conditions, and contract documents.
13. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Procurement Documents, that without exception the Bid (including all Bid prices) is premised upon furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work as required by the Procurement Documents.

**Bid Schedule:**

**Unit Price Bids:** The Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work in accordance with the Procurement Documents for the following Unit Price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, notice of commencement, notice of termination, surveying, as-builts, temporary shoring and protection, permit close-out, temporary utilities, utility locating, utility coordination, utility relocations, utility owner coordination, etc.	LSUM.	1	\$	\$
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$	\$
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$	\$
10	10" #5 Rebar	ea	240	\$	\$
11	18" #5 Rebar	ea	28	\$	\$
12	48" #5 L-Bar (rebar)	ea	58	\$	\$
13	Concrete	CY	5.25	\$	\$

14	2x12x20 Joists & Posts	ea	10	\$	\$
15	2x12x18 Joists & Posts	ea	12	\$	\$
16	2x12x16 Joists & Posts	ea	50	\$	\$
17	2x12x10 Joists & Posts	ea	18	\$	\$
18	2x12x8 Joists & Posts	ea	7	\$	\$
19	2x10x14 Joists & Posts	ea	66	\$	\$
20	2x10x12 Joists & Posts	ea	2	\$	\$
21	2x10x10 Joists & Posts	ea	20	\$	\$
22	2x10x8 Joists & Posts	ea	14	\$	\$
23	6x6x10 Joists & Posts	ea	68	\$	\$
24	ABU66Z (10) Joists & Posts	ea	68	\$	\$
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$	\$
26	LUS210Z (50)	ea	244	\$	\$
27	LUS210-2Z (25)	ea	24	\$	\$
28	2x12x16 Beams & Roof	ea	4	\$	\$
29	2x12x10 Beams & Roof	ea	24	\$	\$
30	2x12x8 Beams & Roof	ea	17	\$	\$
31	2x12x12 Beams & Roof	ea	2	\$	\$
32	2x12x18 Beams & Roof	ea	90	\$	\$
33	2x10x16 Beams & Roof	ea	24	\$	\$
34	2x10x24 Beams & Roof	ea	6	\$	\$
35	2x10x20 Beams & Roof	ea	2	\$	\$
36	2x10x10 Beams & Roof	ea	3	\$	\$
37	2x10x8 Beams & Roof	ea	4	\$	\$
38	2x6x24 Beams & Roof	ea	2	\$	\$
39	2x8x16 Beams & Roof	ea	2	\$	\$
40	2x8x12 Beams & Roof	ea	2	\$	\$
41	2x8x10 Beams & Roof	ea	2	\$	\$
42	2x8x8 Beams & Roof	ea	1	\$	\$
43	2x10 slope hanger	ea	60	\$	\$
44	2x10 slope skew right	ea	24	\$	\$
45	2x10 slope skew left	ea	24	\$	\$
46	Simpson HUC210 (25)	ea	2	\$	\$
47	Simpson H2.5A (100)	ea	200	\$	\$
48	7/16x4x8 OSB	ea	100	\$	\$
49	PSCA 7/16 (250)	ea	1000	\$	\$
50	High Temp Ice and Water	ea	16	\$	\$
51	5/4x6x16 STD TR Decking	ea	355	\$	\$
52	Wood Railing	LF	385	\$	\$
53	2x12 Stringers	ea	10	\$	\$
54	24" Standing Seam Metal Roof	sq	26	\$	\$
55	Metal Drip	LF	240	\$	\$
56	Metal Flashing	LF	140	\$	\$
57	Horizontal Hardie Board Siding	SF	40	\$	\$
58	Column Top & Bottom Trim	LF	24	\$	\$
59	Decorative Vinyl Shutter Sets	ea	3	\$	\$
60	Vinyl Lattice	SF	342	\$	\$

00300-3

61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1		
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1		
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$
64	Install Ceiling Mounted Light	ea	13	\$	\$
65	Install Wall Mounted Light	ea	4	\$	\$
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$	\$
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$	\$
68	Install ceiling fan mounted with light	ea	4	\$	\$
69	2-Year Warranty Bond	LSUM	1	\$	\$
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$
71	Disposal and Disposal Fees	LSUM	1	\$	\$
Total of All Unit Price Bid Items					\$

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Procurement Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

The Bid Price is supplemented by the following Buyer's Contingency Allowance, as described in the Procurement Documents.

**Buyer's Contingency Allowance:** \$10,000.00  
(Numerals)

The Total Bid Price is the sum of the Lump Sum Bid Price, the Total of All Unit Price Bid Items, and the Buyer's Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price and Buyer's Contingency Allowance adjustments.

**Total Bid Price:** \$ 366,869.14  
(Numerals)

**Addendum Receipt:**

Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_



**Mesic Construction Services**

9046 Kentish Ct, Jacksonville, FL 32257  
CGC1531163  
CCC1329289

Insured: CONB - Senior Center  
Property: Senior Activity Center  
Neptune Beach, FL 32266

Home: (904) 749-0068

Contractor:  
Company: Mesic Construction Services  
Business: 9046 Kentish C  
Jacksonville, FL 32257

Business: (904) 449-5113

**Claim Number:**

**Policy Number:**

**Type of Loss:**

Date Contacted: 11/2/2022 8:04 AM

Date of Loss:

Date Received: 11/2/2022 8:03 AM

Date Inspected: 11/3/2022 8:04 AM

Date Entered: 11/3/2022 5:15 PM

Price List: FLJA8X\_NOV22  
Restoration/Service/Remodel

Estimate: CONB\_PROJECT





**Mesic Construction Services**

9046 Kentish Ct, Jacksonville, FL 32257  
 CGC1531163  
 CCC1329289

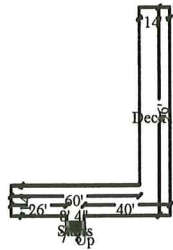
**CONB\_PROJECT**

**General Conditions**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
63. Mobilization and Demobilization	1.00 EA	0.00	4,302.00	0.00	0.00	4,302.00
64. Bond and Insurance	1.00 EA	0.00	16,787.00	0.00	0.00	16,787.00
65. General Conditions	1.00 EA	0.00	29,879.00	0.00	8,963.70	38,842.70
If plans and engineering are provided a credit will be offered.						
66. Commercial Supervision / Project Management - per hour	40.00 HR	0.00	72.31	0.00	867.72	3,760.12
<b>Totals: General Conditions</b>				0.00	9,831.42	63,691.82

**Foundation**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Deck pier or footing	67.00 EA	0.00	45.23	952.99	1,195.02	5,178.42
3. Block - 8" x 8" x 16" - in place - reinforced	145.00 SF	0.00	35.67	43.50	1,564.70	6,780.35
6. Steel rebar - #5 (5/8")	200.00 LF	0.00	1.89	14.70	117.82	510.52
7. Steel rebar - #5 (5/8")	42.00 LF	0.00	1.89	3.09	24.74	107.21
8. Steel rebar - #5 (5/8")	232.00 LF	0.00	1.89	17.05	136.66	592.19
<b>Totals: Foundation</b>				1,031.33	3,038.94	13,168.69



**Deck1**

**Height: 3'**

345.83 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Deck Framing:</b>						
18. Deck flashing - membrane - 6" wide	224.79 LF	0.00	2.17	9.44	149.18	646.41
12. Deck flashing - galvanized - 6" wide - L shape	207.50 LF	0.00	8.51	30.35	538.84	2,335.02
13. 6" hardwood (Ipe) decking - Labor only (per SF)	2,207.37 SF	0.00	9.42	0.00	6,238.02	27,031.45



**Mesic Construction Services**

9046 Kentish Ct, Jacksonville, FL 32257  
CGC1531163  
CCC1329289

**CONTINUED - Deck1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Deck guard rail - treated lumber	385.00 LF	0.00	35.42	397.32	4,210.22	18,244.24
19. Deck planking - 5/4" treated lumber, #1 (per SF)	2,207.37 SF	0.00	12.46	723.47	8,468.18	36,695.48
22. Additional charge to attach decking w/screws	2,207.37 SF	0.00	1.44	52.98	969.48	4,201.07
21. Joist - floor or ceiling - 2x12 - w/blocking - 12" oc	2,207.00 SF	0.00	9.97	458.50	6,738.70	29,200.99
23. 2" x 10" lumber (1.67 BF per LF)	340.00 LF	0.00	3.78	43.35	398.56	1,727.11
24. 6" x 6" square wood post (3 BF per LF)	680.00 LF	0.00	11.20	328.44	2,383.34	10,327.78
25. Post anchor - 6"	68.00 EA	0.00	31.67	109.55	678.92	2,942.03
26. Framing post base connector - 6"	68.00 EA	0.00	33.90	118.27	727.04	3,150.51
27. Wedge anchor bolt - 5/8" x 6"	68.00 EA	0.00	13.60	14.74	281.86	1,221.40
28. Framing hanger - 2" x 10" or 2" x 12"	244.00 EA	0.00	15.51	127.00	1,173.44	5,084.88
29. Framing hanger - 2" x 6" or 2" x 8"	24.00 EA	0.00	14.20	10.13	105.28	456.21
32. Stairway - stringers, treads & risers (per tread)	30.00 EA	0.00	71.07	54.72	656.06	2,842.88
<b>Electrical</b>						
67. Wire - avg. residence - boxes & wiring with conduit	2,200.00 SF	0.00	9.19	165.00	6,114.90	26,497.90
69. Ceiling fan without light - Premium grade	4.00 EA	0.00	416.49	64.50	519.14	2,249.60
70. Light fixture	20.00 EA	0.00	207.36	210.00	1,307.16	5,664.36
71. Outlet	30.00 EA	0.00	19.80	3.85	179.36	777.21
Totals: Deck1				2,921.61	41,837.68	181,296.53

**Building Finish**

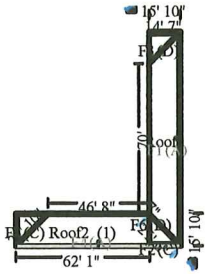
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
58. Fiber cement lap siding - 8"	40.00 SF	0.00	4.16	5.43	51.54	223.37
60. Column trim top and bottom	24.00 EA	0.00	110.75	86.65	823.40	3,568.05
61. Shutters - simulated wood (polystyrene)	3.00 EA	0.00	207.00	12.20	189.96	823.16
62. Deck lattice work - Vinyl (per SF)	342.00 SF	0.00	4.41	46.17	466.32	2,020.71
Totals: Building Finish				150.45	1,531.22	6,635.29

roof



**Mesic Construction Services**

9046 Kentish Ct, Jacksonville, FL 32257  
 CGC1531163  
 CCC1329289



**Roof1**

2,551.87 Surface Area  
 370.01 Total Perimeter Length  
 65.45 Total Hip Length  
 25.52 Number of Squares

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
33. Rafters - 2x12 - stick frame roof (using rafter length)	64.00 LF	0.00	5.95	12.77	118.08	511.65
34. 2" x 12" lumber - treated (2 BF per LF)	240.00 LF	0.00	5.13	50.76	384.58	1,666.54
35. 2" x 12" lumber - treated (2 BF per LF)	136.00 LF	0.00	5.13	28.76	217.92	944.36
36. 2" x 12" lumber - treated (2 BF per LF)	24.00 LF	0.00	5.13	5.08	38.46	166.66
37. 2" x 12" lumber - treated (2 BF per LF)	1,620.00 LF	0.00	5.13	342.63	2,595.96	11,249.19
38. Rafters - 2x10 - stick frame roof (using rafter length)	384.00 LF	0.00	4.97	60.48	590.68	2,559.64
39. Rafters - 2x10 - stick frame roof (using rafter length)	144.00 LF	0.00	4.97	22.68	221.50	959.86
40. Rafters - 2x10 - stick frame roof (using rafter length)	40.00 LF	0.00	4.97	6.30	61.54	266.64
41. Rafters - 2x10 - stick frame roof (using rafter length)	30.00 LF	0.00	4.97	4.73	46.16	199.99
42. Rafters - 2x10 - stick frame roof (using rafter length)	32.00 LF	0.00	4.97	5.04	49.24	213.32
43. 2" x 6" lumber - treated (1 BF per LF)	48.00 LF	0.00	3.25	4.72	48.22	208.94
44. 2" x 8" lumber - treated (1.33 BF per LF)	32.00 LF	0.00	3.61	3.74	35.78	155.04
45. 2" x 8" lumber - treated (1.33 BF per LF)	24.00 LF	0.00	3.61	2.81	26.84	116.29
46. 2" x 8" lumber - treated (1.33 BF per LF)	20.00 LF	0.00	3.61	2.34	22.36	96.90
47. 2" x 8" lumber (1.33 BF per LF)	8.00 LF	0.00	3.26	0.73	8.04	34.85
48. Framing hanger - 2" x 10" or 2" x 12"	108.00 EA	0.00	15.51	56.21	519.38	2,250.67
49. Framing strap - 24" long	2.00 EA	0.00	24.64	0.48	14.92	64.68
50. Framing hurricane tie	200.00 EA	0.00	7.89	22.05	480.02	2,080.07
52. Sheathing - radiant barrier - 1/2" - OSB	2,600.00 SF	0.00	3.19	214.50	2,552.56	11,061.06
54. Ice & water barrier	2,600.00 SF	0.00	2.26	115.05	1,797.32	7,788.37
55. Metal roofing - Standing Seam 24"	2,860.00 SF	0.00	14.41	853.71	12,619.90	54,686.21



**Mesic Construction Services**

9046 Kentish Ct, Jacksonville, FL 32257  
CGC1531163  
CCC1329289

**CONTINUED - Roof1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
56. Sidewall flashing for metal roofing - 29 gauge	140.00 LF	0.00	6.86	19.53	293.98	1,273.91
57. Eave trim for metal roofing - 26 gauge	370.01 LF	0.00	7.16	59.94	812.76	3,521.97
<b>Totals: Roof1</b>				<b>1,895.04</b>	<b>23,556.20</b>	<b>102,076.81</b>
<b>Total: roof</b>				<b>1,895.04</b>	<b>23,556.20</b>	<b>102,076.81</b>
<b>Line Item Totals: CONB_PROJECT</b>				<b>5,998.43</b>	<b>79,795.46</b>	<b>366,869.14</b>

**Grand Total Areas:**

381.22 SF Walls	79.37 SF Ceiling	460.59 SF Walls and Ceiling
220.18 SF Floor	24.46 SY Flooring	371.24 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	18.01 LF Ceil. Perimeter
110.09 Floor Area	43.13 Total Area	0.00 Interior Wall Area
827.97 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
2,551.87 Surface Area	25.52 Number of Squares	370.01 Total Perimeter Length
0.00 Total Ridge Length	65.45 Total Hip Length	

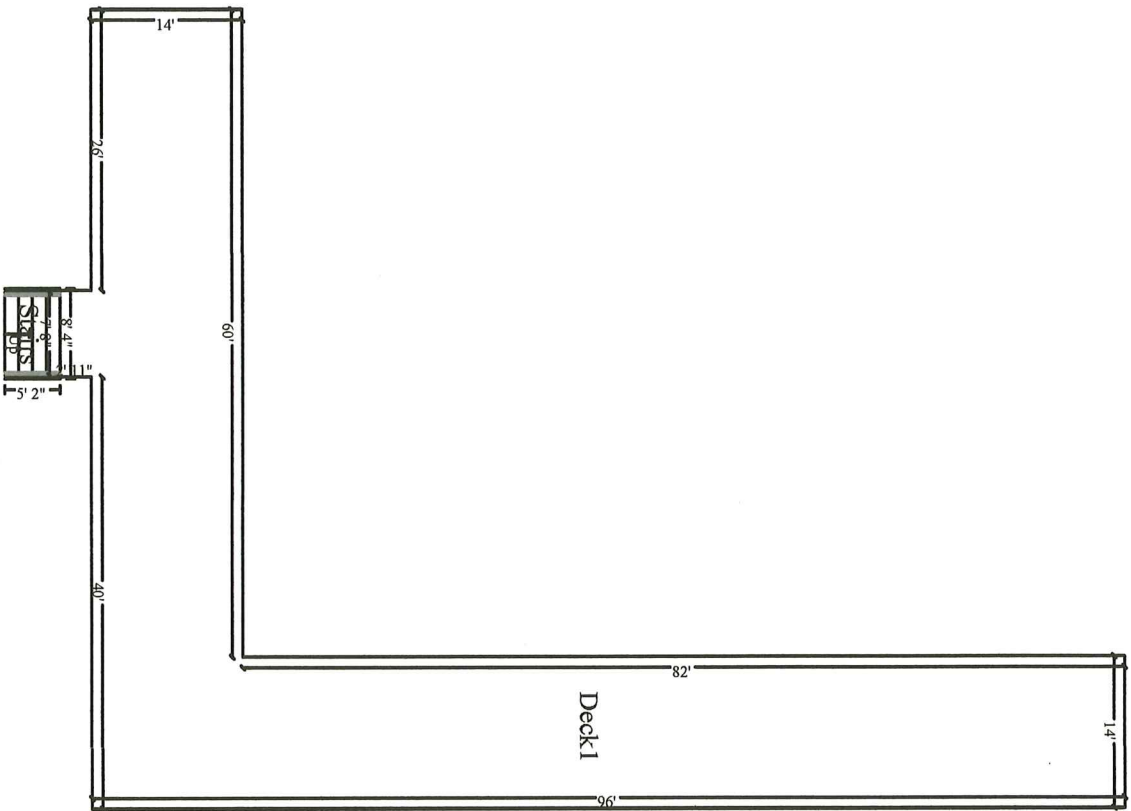


**Mesic Construction Services**

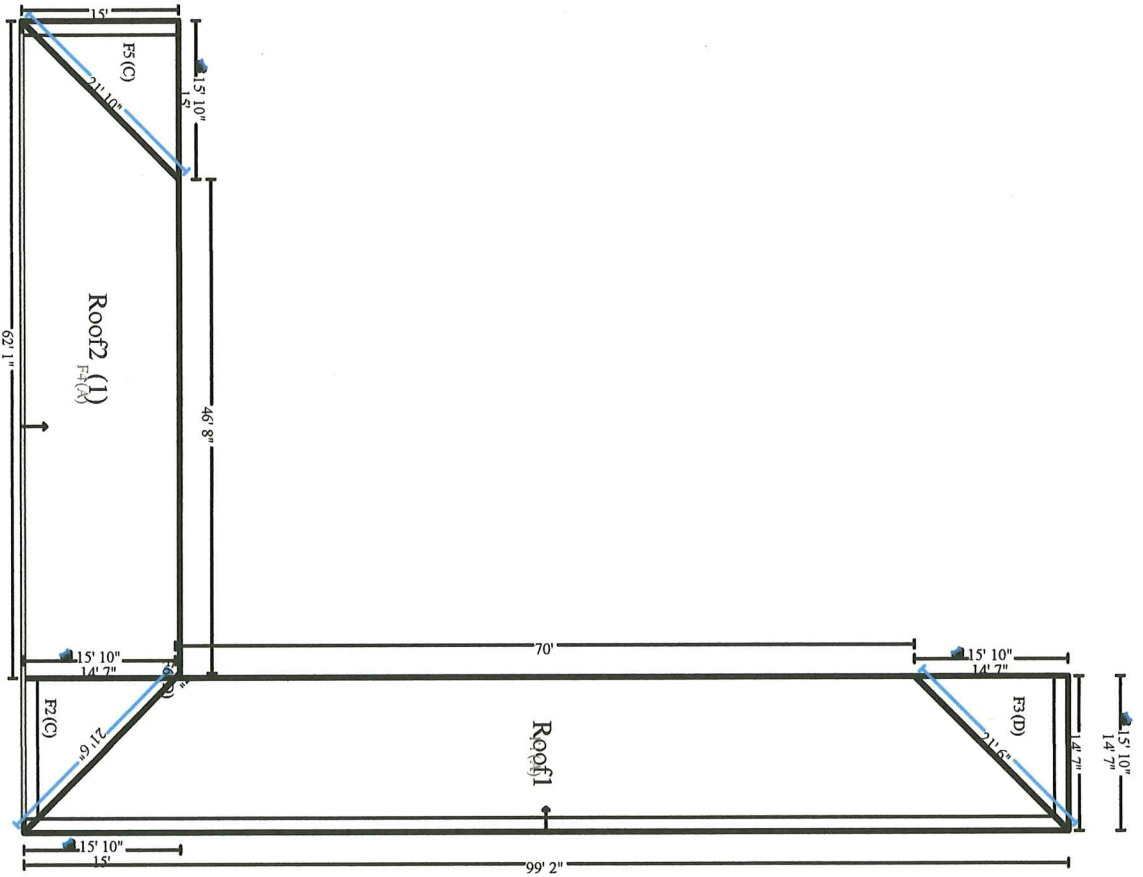
9046 Kentish Ct, Jacksonville, FL 32257  
CGC1531163  
CCC1329289

**Summary for Dwelling**

Line Item Total	281,075.25
Material Sales Tax	5,998.43
Subtotal	287,073.68
Overhead	39,897.73
Profit	39,897.73
<b>Replacement Cost Value</b>	<b>\$366,869.14</b>
<b>Net Claim</b>	<b>\$366,869.14</b>







ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

Bidder's DUNS Number: 03-159-8037

Bidder's FEIN Number: 20-2963418

**Bidder's License Information:**

Bidder's License Type: General Contractor

Bidder's License Category (if any): \_\_\_\_\_

Bidder's License Special Qualification (if any): \_\_\_\_\_

Bidder's License No: CGC 1531163

Bidder's License State: Florida

License Name/Organization: \_\_\_\_\_

**Bidder's Utility Sub-Contractor License Information:**

Utility Sub-Contractor's License Type: \_\_\_\_\_

Utility Sub-Contractor's License Category (if any): \_\_\_\_\_

Utility Sub-Contractor's License Special Qualification (if any): \_\_\_\_\_

Utility Sub-Contractor's License No: \_\_\_\_\_

Utility Sub-Contractor's License State: \_\_\_\_\_

License Name/Organization: \_\_\_\_\_

**MBE/WBE Utilization:**

Total MBE/WBE percent utilization on this project: \_\_\_\_\_ %

Total local preference percent utilization on this project: \_\_\_\_\_ %

List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
<u>1.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>2.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Unauthorized Alien Statement:**

The bidder acknowledges and agrees that any contract awarded will include a requirement that the bidder register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the bidder acknowledges and agrees that if the bidder enters a contract with any subcontractor, the subcontractor must provide the bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

**List of Major Sub Contractors:**

Bidders are required to list, on this Bid Form, all major sub-contractors who will perform work of \$10,000 or more on this Contract during the execution of the Work. Failure to complete the list may be cause for declaring the Proposal irregular and disqualifying the Bid.

The successful Bidder shall employ the subcontractors listed hereunder for the class of Work indicated, which list shall not be modified in any way without the written consent of the City of Neptune Beach.

**The Bidder expressly agrees that:**

1. If awarded a Contract as a result of this Proposal, the major subcontractors used in the execution of the Work will be those listed below.
2. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required.

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
	Armada Construction Services LLC	8806 Brierwood Rd Jacksonville FL 32257
	Marlin Electric LLC	1010 JayLa Cv Orange Park FL 32073

At the Buyer's option, the Bidder shall be required to provide the Buyer with the details of Bidder's Purchase Order, including vendor quote(s), vendor name, address, and quantity and type of materials being ordered. The Buyer may choose to order the major materials and/or equipment direct. Should the Buyer choose to do this, any payment that is made direct by the Buyer (plus an amount equal to the sales tax that would have been paid by the Bidder) for the materials shall be a direct deduct from the Bidder's contract as if the payment were made direct to the Bidder. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Bidder for the major material purchases.

It shall be the Bidder's responsibility to ensure conformance with contract requirements, coordinate ordering, deliveries, submit Shop Drawings, receive and verify accuracy of such shipments and, unload such shipments as if Bidder had purchased the materials direct. Any Shop Drawings received directly by the Buyer from the suppliers will be forwarded by the Buyer to the Bidder for the Bidder's review of accuracy and correctness of the Shop Drawings, and the Bidder shall provide an approval action on each product. The Bidder then shall submit Shop Drawings to the Buyer and/or the Engineer for review and approval action.

The Bidder shall include all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Buyer's Purchase Authorization is prepared, then it will be returned to the Bidder for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under the Bidder's contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

The Bidder has fully reviewed and informed themselves regarding the Bidding Documents. The Bidder, by submitting a Bid to the Buyer, warrants that the Bidder conforms with all specified requirements including experience, present commitments, schedule, necessary facilities, MBE/WBE utilization, local preference, insurance verification, bonding capacity, local license(s), required Form(s), ability, and financial resources contained in the Bidding Documents. The Bidder shall provide any required proof of experience, license(s), form(s), coverages, requirements, and limits specified in the Bidding Documents within 10 days of the Bid Opening or the Owner may consider Bidder to be in default or non-responsive and reject the Bid and the Owner may then award the Bid to the next lowest conforming, responsive Bidder.

**The following documents are attached to and made a condition of this Bid:**

1. Required Bid Security
2. Section 00430 - Trench Safety Affidavit
3. Section 00420 - Sworn Statements, Acknowledgements, And Affidavits
  - a. Non-Collusion Affidavit
  - b. Certification Regarding Lobbying
  - c. Anti-Kickback Affidavit
  - d. Sworn Statement on Public Entity Crimes
  - e. Drug-Free Workplace Form

Refer to Section 00200, Instructions to Bidders, for items required to be submitted post-Bid by the three apparent lowest bidders.

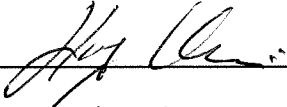
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00300-7

This Bid is offered by:

Bidder:

Mesic Construction Services Inc  
*(typed or printed name of organization)*

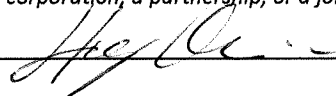
By:   
*(individual's signature)*

Date: 11-14-22  
*(date signed)*

Name: Hajrudin Mesic  
*(typed or printed)*

Title: President  
*(typed or printed)*

*(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:   
*(individual's signature)*

Title: president  
*(typed or printed)*

Address for giving notices:

9046 Kentish Ct Jacksonville FL 32257

Designated Representative:

Name: Hajrudin Mesic  
*(typed or printed)*

Title: president  
*(typed or printed)*

Address:

9046 Kentish Ct Jacksonville FL 32257

Phone: 904-449-5113

Email: mesich@bellsouth.net

License No.: CGC 1531163

Classification: General Contractor

Limitation:

**SECTION 00400  
BID BOND**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety,

a Corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, and authorized to do business in the State of Florida are held and firmly bound unto the City of Neptune Beach, in the full and just sum of FIVE PERCENT (5%) of the actual total amount of the Bid or Proposal, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**The condition of this obligation is such**, that whereas the principal has submitted the accompanying bid, dated \_\_\_\_\_, 202\_\_, for:

**NEPTUNE BEACH SENIOR ACTIVITY CENTER  
PORCH AND EXTERIOR FINISHES  
CONB BID NO. 2022-03  
CITY OF NEPTUNE BEACH, FLORIDA**

**NOW, THEREFORE:**

- A.                If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
  
- B.                In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this \_\_\_ day of \_\_\_\_\_, 202\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**00400-1**

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required)  
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized (Affix Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State & Zip Code

WITNESSES: Refik Coralie  
REFIK CORALIO

SURETY: RC NOTARY PUBLIC Srvce, LLC  
Corporate Surety  
NOTARY  
Attorney-in-Fact (Affix

**RC NOTARY PUBLIC SERVICE**  
6254 Powers Ave Unit 110  
Jacksonville FL 32217  
Ph 904-379-0368

\_\_\_\_\_  
Seal) Business Address

\_\_\_\_\_  
City, State & Zip Code

ASCENDANT  
Name of Local Insurance Agency

00400-2

**SECTION 00400  
BID BOND**

STATE OF FLORIDA                     )  
  )  
SS. COUNTY OF DUVAL                )

**KNOW ALL MEN BY THESE PRESENTS**, that Mesic Construction Services, Inc.

\_\_\_\_\_ as Principal, and

United Casualty and Surety Insurance Company, as Surety,

a Corporation chartered and existing under the laws of the State of Nebraska, with its principal offices in the City of Newton, MA, and authorized to do business in the State of Florida are held and firmly bound unto the City of Neptune Beach, in the full and just sum of FIVE PERCENT (5%) of the actual total amount of the Bid or Proposal, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**The condition of this obligation is such**, that whereas the principal has submitted the accompanying bid, dated November 16, 2022, for:

**NEPTUNE BEACH SENIOR ACTIVITY CENTER  
PORCH AND EXTERIOR FINISHES  
CONB BID NO. 2022-03  
CITY OF NEPTUNE BEACH, FLORIDA**

**NOW, THEREFORE:**

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
  
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this 14th day of November, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**00400-1**

WITNESSES:

(If Sole Ownership or Partnership, two (2) witnesses required)  
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

Sadmir Mesić  
\_\_\_\_\_

PRINCIPAL:

Mesic Construction Services, Inc.  
Name of Firm

Hajrudin Mesić  
Signature of Authorized (Affix Seal)  
Hajrudin Mesić

President  
Title

9046 Kentish Ct  
Business Address

Jacksonville, FL 32257  
City, State & Zip Code

WITNESSES:

[Signature]  
\_\_\_\_\_

SURETY:

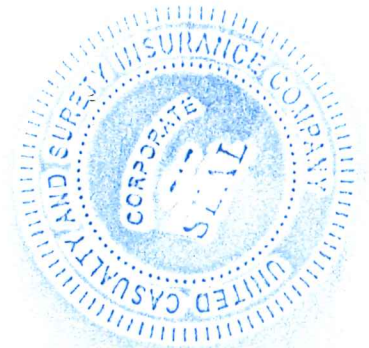
United Casualty and Surety Insurance Company  
Corporate Surety

Jason S. Centrella  
Attorney-in-Fact (Affix Seal) Business Address

11481 Old St Augustine Rd, Ste 104  
Business Address

Jacksonville, FL 32258  
City, State & Zip Code

Allstar Surety Company  
Name of Local Insurance Agency



00400-2



**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Hajrudin Mesic, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Hajrudin Mesic who signed said bond on behalf of the principal, was then president of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Hajrudin Mesic  
Secretary (Corporate Seal)

STATE OF FLORIDA )  
 )  
SS: COUNTY OF DUVAL )

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared JASON CENTRECCA, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the United Casualty & Surety Insurance Co. and that he has been authorized by United Casualty & Surety Insurance Co. to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the CITY OF NEPTUNE BEACH

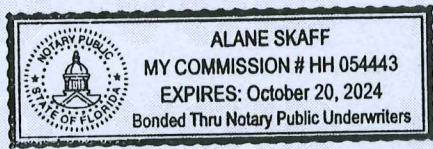
Sworn and Subscribed to before me this 14<sup>th</sup> day of Nov., 2022

Alan Skaff  
Notary Public

(Attach Power of Attorney to original Bid Bond)

ALANE SKAFF  
(Printed Name)

State of Florida at Large (Seal)



My commission expires: Oct. 20, 2024

**END OF SECTION  
00400-3**





**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

**POWER OF ATTORNEY**

**Agency No. 172158**

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Jeffrey L. Booth, David R. Brett, Michael J. Brown, Jason S. Centrella, James E. Feldner, Omar G. Guerra, James A. Mallis, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of May, 2021.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company


  
 \_\_\_\_\_  
 Joel R. Chachkes, Treasurer

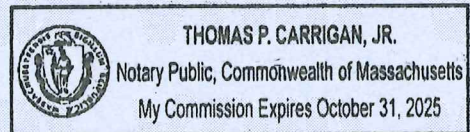
**Corporate Seals**

Commonwealth of Massachusetts  
 County of Suffolk ss:

On this 5<sup>th</sup> day of May, 2021, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

  
 \_\_\_\_\_ (Seal)  
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



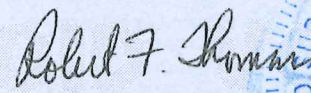
I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

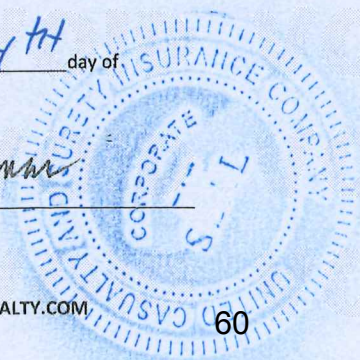
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 14<sup>th</sup> day of

NOVEMBER, 2022

**Corporate Seals**



  
 \_\_\_\_\_  
 Robert F. Thomas, President





**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary \_\_\_\_\_ (Corporate Seal)

STATE OF FLORIDA            )  
  )  
SS: COUNTY OF DUVAL      )

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared HAJRUDIN MESIC, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the \_\_\_\_\_

Sworn and Subscribed to before me this 12 day of November, 2022.

Refik Coralic  
\_\_\_\_\_  
Notary Public

(Attach Power of Attorney to original Bid Bond)

REFIK CORALIC  
\_\_\_\_\_  
(Printed Name)

State of Florida at Large (Seal)

My commission expires: My Commission Expires  
March 13, 2024



**END OF SECTION**  
**00400-3**

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Hajrudin Mesic ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is president of Mesic Construction Services (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not collusive or a sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Neptune Beach or any person interested in the proposed Contract.

By: Hajrudin Mesic

Title: OWNER

Subscribed and sworn before me this 12 day of November, 2022, by

Hajrudin Mesic, who is personally known to me or has produced

FL Drivers Licence as identification. Refik Coralic

Notary Public

My Commission expires: My Commission Expires  
March 13, 2024

REFIK CORALIC

Print Name

(Affix Seal)



REFIK CORALIC  
Notary Public, State of Florida  
My Comm. Expires March 13, 2024  
Commission No. #GG 959469 **00420-1**

**2. Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Appendix "A" – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. sec. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to Civil Penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31 U.S.C. sec. 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, Mesic Construction Services, certified or affirms the truthfulness and accuracy of each statement of its certifications and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

[Handwritten Signature]

Hayrudin Mesic president

Date: 11-14-22

00420-2

**3. Anti-Kickback Affidavit**

State of Florida

County of Duval

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Neptune Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *[Signature]* HASRUDIN MESIC  
Title: OWNER

Subscribed and sworn before me this 12 day of November, 2022 by HASRUDIN MESIC, who is personally known to me or has produced FL Drivers Licence as identification.

*[Signature]*  
Notary Public

My Commission expires: \_\_\_\_\_  
**My Commission Expires**  
(Affix Seal) **March 13, 2024**

REFIK CORALIC  
Print Name



**SPACE INTENTIONALLY LET BLANK**

**4. Sworn Statement on Public Entity Crimes**  
**Section 287.133 (3) (a), Florida Statutes**

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

This sworn statement is submitted to the City of Neptune Beach

by: Hajrudin Mesic president  
(Print Name and Title)

for: Mesic Construction Services Inc  
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

9046 Kentish Ct Jacksonville FL 32257

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-2963418

*If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement.*

I, the undersigned, understand that a, "public entity crime" as defined in Paragraph 287.133(1)(9)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Further, I, the undersigned, understand that, "convicted," or, "conviction," as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any Federal or State Trial Court of record relating to charges brought by indictment or information after July 1, 29189, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I, the undersigned, understand that an, "affiliate," as defined in Paragraph 287.133(1)(a), Florida Statutes means:

- a. A predecessor or a successor of a person convicted of a public entity crime; or

**00420-4**

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I, the undersigned, understand that a, "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term, "person," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. HOWEVER, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

**00420-5**



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

By: Hajrudin Mesic  
Title: OWNER

Subscribed and sworn before me this 12 day of November, 2022 by HAJRUDIN MESIC, who is personally known to me or has produced FL Divers Licence as identification. Refik Coralic

Notary Public

My Commission expires: \_\_\_\_\_

My Commission Expires  
March 13, 2024

REFIK CORALIC  
Print Name

(Affix Seal)



SPACE INTENTIONALLY LEFT BLANK

00420-6



**5. Drug-Free Workplace Form**

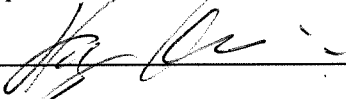
The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

Mesic Construction Services Inc does:

(Name of Business)

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled-substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bud a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance and rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_

Proposer's Signature

11-14-22

Date

**END OF SECTION**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Mesic Construction Services, Inc.**

2 Business name/disregarded entity name, if different from above

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

- Individual/sole proprietor or single-member LLC
  C Corporation
  S Corporation
  Partnership
  Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_  
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**9046 Kentish Ct**

6 City, state, and ZIP code

**Jacksonville, FL 32257**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	0	-	2	9	6	3	4	1	8
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ►



Date ► 11-14-22

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**SECTION 00440**

**BONDING CAPACITY CERTIFICATION LETTER**

**OWNER:**

City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266  
904-270-2400

**BIDDER:**

Firm Name: Mesic Construction Services Inc  
Address: 9046 Kentish Ct  
City, State, Zip: Jacksonville FL 32257  
Phone: 904-449-5113

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Neptune Beach Senior Activity Center Porch and Exterior Finishes.

The present limits on bonding for the referenced Bidder are as follows:

\$ \_\_\_\_\_ each occurrence

\$ \_\_\_\_\_ aggregate

Percentage of bonding capacity expended with inclusion of this Bid \_\_\_\_\_%

Bidder's Bonding Rate \_\_\_\_\_%

Amount of ALL projects that the Bidder is currently preparing bid/proposals and/or have not yet been awarded:

\$ \_\_\_\_\_

(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.) Issuance and approval of any bond shall be predicated on the most current financial and job information available to the underwriter on the date that the bond is issued. The Surety Company hereby certifies that they are duly authorized by certificate of authority issued by the State of Florida and that they are rated as follows:

A.M. Best Rating: \_\_\_\_\_

Financial Size Category: \_\_\_\_\_

Notes: This is the only acceptable format for the Surety's Bonding Capacity Certification Letter. This statement must be notarized (on an original document with an embossed stamp). Power of Attorney form must be attached.

**SURETY COMPANY**

Surety Company Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

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

STATE OF FLORIDA

COUNTY OF DUVAL

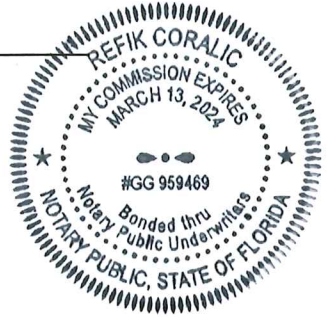
PERSONALLY APPEARED BEFORE ME, the undersigned authority HAJRUDIN MESIC who after first being sworn by me, affixed his/her signature in the space provided above on this 12 day of November, 2022 (name of individual signing)

My commission expires: \_\_\_\_\_  
Refik Coralic  
NOTARY PUBLIC

**My Commission Expires  
March 13, 2024**

**REFIK CORALIC**

END OF SECTION



**SECTION 450**  
**CERTIFICATE OF INSURANCE FORM**

THIS IS TO CERTIFY THAT THE \_\_\_\_\_  
(Insurance Company)

Address \_\_\_\_\_

of \_\_\_\_\_

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the City of Neptune Beach (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the City Clerk, copy to City Manager.

Insured Mesic Construction Services Inc

Address 9046 Kentish Ct Jacksonville FL 32257

Status of Insured:  Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

Location of Operations Insured \_\_\_\_\_

Description of Work:

**NBSAC Porch & Exterior Finishes**

**CITY OF NEPTUNE BEACH, FLORIDA**

**INSURANCE POLICIES IN FORCE:**

<b>Forms of Coverage</b>	<b>Policy Number</b>	<b>Exp. Date</b>
Workers Comp./Employers Liability	_____	_____
Comprehensive Automobile Liability	_____	_____
Comprehensive General Liability	_____	_____
Excess Liability	_____	_____
Other (Please specify type: _____)	_____	_____

**POLICY INCLUDES COVERAGE FOR:**

**YES**

**NO**

- |    |  |       |       |
|----|--|-------|-------|
| 1. | Additional Insured: Owner & Engineer   | _____ |       |
| 2. | Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.               | _____ |       |
| 3. | All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner. | _____ |       |
| 4. | Contractual Liability  | _____ |       |
| 5. | Damage caused by explosion, collapse or structural injury, and damage to underground utilities.      | _____ |       |
| 6. | Products/Completed Operations  | _____ |       |
| 7. | Owners and Contractors Protective Liability  | _____ | _____ |
| 8. | Personal Injury Liability  | _____ | _____ |
| 9. | Excess Liability applies excess of:  | _____ | _____ |
|    | (a) Employers Liability  | _____ | _____ |
|    | (b) Comprehensive General Liability  | _____ | _____ |
|    | (c) Comprehensive Automobile Liability   | _____ | _____ |

**TYPES OF POLICY**

**FORMS OF COVERAGE**

**LIMITS OF LIABILITY**

Workers' Compensation	Bodily Injury	\$	Statutory
Employers Liability	Bodily Injury	\$ _____	Each Accident
	Disease	\$ _____	Each Person
	Disease	\$ _____	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$ _____	Each Accident





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

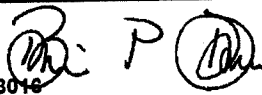
<b>PRODUCER</b> Donovan & Abercrombie Ins P O Box 24960 Jacksonville FL 32241-4960  Agency Lic#: L044912	<b>CONTACT NAME:</b> Donovan & Abercrombie Ins <b>PHONE (A/C, No, Ext):</b> (904) 730-0600 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b>	<b>FAX (A/C, No):</b> (904) 731-7072  <b>NAIC #</b>
	<b>INSURER A:</b> Southern Owners Insurance Co <b>INSURER B:</b> Southern Owners Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10190 10190

**COVERAGES**                      **CERTIFICATE NUMBER:** 112041                      **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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			78006554	06/01/22	06/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			78006554	06/01/22	06/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			78006541	06/01/22	06/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> <b>**FOR BIDDING PURPOSES**</b>  <b>Attention:</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.   Brian P. Donovan Lic # E013018
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**SECTION 460**  
**ACKNOWLEDGEMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

TO THE CITY OF NEPTUNE BEACH:

We, Mesic Construction Services Inc , hereby acknowledge and agree that as Contractors for the construction of the Neptune Beach Senior Activity Center Porch and Exterior Finishes, CITY OF NEPTUNE BEACH, FLOIRDA, CONB BID NO. 2022-03, within the limits of the City of Neptune Beach, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of Neptune Beach, and its Consulting Engineers against any and all legal liability or loss the City, or the Engineer may incur due to Failure to comply with such act.

By: Hay Cles - HAJRUDIN MESIC  
Title: OWNER

Subscribed and sworn before me this 12 day of November, ~~2021~~ <sup>2022</sup>, by

HAJRUDIN MESIC, who is personally known to me or has produced  
FL DRIVERS Licence as identification. Refik Coralic

Notary Public

My Commission expires: \_\_\_\_\_

REFIK CORALIC

Print Name

(Affix Seal)

My Commission Expires  
March 13, 2024

**END OF SECTION**



## BUSINESS CREDIT NOTIFICATION

Dear Hajrudin Mesic,

Re: **D&B D-U-N-S® Number: 03-159-8037** for **Mesic Construction S**

On **08/05/2019** a Dun & Bradstreet® customer in the **Warm Air Heating and Air Conditioning** industry requested your company's business credit profile. This customer may have requested your file to help make decisions about working with you.<sup>1</sup>

Please call Dun & Bradstreet at **1-800-506-1566** to review the information currently in your D&B business credit file. Many companies, banks, government agencies—even current and potential business partners—may use information in your current D&B credit file to help make decisions about doing business with you. Having a complete and well-managed D&B credit profile may help you:

- Show your company's financial health in the best possible light
- Negotiate better payment terms with suppliers
- Qualify for better insurance premiums and mortgage rates

Review the information in your business credit report today. Call **1-800-506-1566** to speak with a Dun & Bradstreet Credit Advisor for a no obligation review of your business credit file.<sup>2</sup> Credit Advisors are available **Monday-Friday, 8 AM-9 PM EST**. Please reference your Dun & Bradstreet D-U-N-S Number: **03-159-8037**.

Sincerely,  
Dun & Bradstreet  
**1-800-506-1566**

<sup>1</sup> Inquiry or Inquiries are the number of individual request(s) for information, which may include but is not limited to credit information, by a unique external customer(s) on a D&B D-U-N-S® Number in a rolling one-year (365-days) time period. More than one inquiry can be made by each unique customer, which would indicate that some customers have inquired on such D-U-N-S Number multiple times and may be monitoring the associated business. "Customer" is defined as a person or business requesting Dun & Bradstreet information on another D&B D-U-N-S Number. These requests could be a free service, one time report purchase, or a subscription-based service.

<sup>2</sup> The information and advice provided by Dun & Bradstreet and its Credit Advisors during business credit counseling sessions are provided "as-is." Dun & Bradstreet makes no representations or warranties, express or implied, with respect to such information and the results of the use of such information, including but not limited to implied warranty of merchantability and fitness for a particular purpose. Neither Dun & Bradstreet nor any of its parents, subsidiaries, affiliates or their respective partners, officers, directors, employees or agents shall be held liable for any damages, whether direct, indirect, incidental, special or consequential, including but not limited to lost revenues or lost profits, arising from or in connection with a business's use of or reliance on the information or advice given during any counseling session.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MESIC, HAJRUDIN**

MESIC CONSTRUCTION SERVICES, INC.  
9046 KENTISH COURT  
JACKSONVILLE FL 32257

**LICENSE NUMBER: CBC1257409**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MESIC, HAJRUDIN**

MESIC CONSTRUCTION SERVICES, INC.  
9046 KENTISH CT  
JACKSONVILLE FL 32257

**LICENSE NUMBER: CGC1531163**

**EXPIRATION DATE: AUGUST 31, 2024**

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Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MESIC, HAJRUDIN**

MESIC CONSTRUCTION SERVICES, INC.  
9046 KENTISH CT  
JACKSONVILLE FL 32257

**LICENSE NUMBER: CAC1818849**

**EXPIRATION DATE: AUGUST 31, 2024**

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MESIC, HAJRUDIN**

MESIC CONSTRUCTION SERVICES, INC.  
9046 KENTISH CT  
JACKSONVILLE FL 32257

**LICENSE NUMBER: CCC1329289**

**EXPIRATION DATE: AUGUST 31, 2024**

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Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MESIC, HAJRUDIN**

MESIC CONSTRUCTION SERVICES, INC.  
9046 KENTISH CT  
JACKSONVILLE FL 32257

**LICENSE NUMBER: CFC1429278**

**EXPIRATION DATE: AUGUST 31, 2024**

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Special Meeting Agenda Item #7  
 FY 23 Budget Amendment

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

<b>AGENDA ITEM:</b>	Special Meeting Agenda Item # 7 – Ordinance 2022-08, Amending FY 23 Budget
<b>SUBMITTED BY:</b>	City Manager Stefen Wynn
<b>DATE:</b>	November 17, 2022
<b>BACKGROUND:</b>	<p>A conforming bid for CONB Bid 2022-03, NBSAC Porch and Exterior Finishes was received. The anticipated cost is \$366,869.14.</p> <p>Staff proposes the balance of \$173,676.21 within the donations available for the Senior Center be used to cover a portion of the Porch and Exterior Finishes at the Senior Center. Staff proposes the remaining balance of the anticipated cost come from ARPA funding.</p> <p>This FY23 budget amendment reallocates ARPA funds from the water and sewer funds and placed into the construction in progress funds for the Senior Center project.</p>
<b>BUDGET:</b>	See Budget Amendment Request 2023-01
<b>RECOMMENDATION:</b>	Consider Ordinance No. 2022-08, FY 23 at first read and move to a second read on December 5, 2022
<b>ATTACHMENT:</b>	Ordinance No. 2022-08 Budget Amendment Request 2023-01



**A BILL TO BE ENTITLED**

**AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2023, BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.**

**WHEREAS**, the City of Neptune Beach adopted an operating budget for fiscal year 2023,  
and

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

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

1. The Fiscal Year 2023 Final Budget be Amended as follows:

<b><u>GENERAL FUND</u></b>	<b><u>Original Budget</u></b>	<b><u>Amendment</u></b>	<b><u>Amended Budget FY 2023</u></b>
<b>Revenue Additions:</b>			
<b>001-0000-389-10-00</b>	\$671,278	\$ 173,676	\$ 794,954
<i>Appropriated Fund Balances</i>			
<b>Total</b>	\$671,278	\$ 173,676	\$ 794,954

<b><u>WATER &amp; SEWER FUNDS</u></b>	<b><u>Original Budget</u></b>	<b><u>Amendment</u></b>	<b><u>Amended Budget FY 2023</u></b>
<b>Expenditure Reductions:</b>			
<b>401-4335-535-30-31</b>	\$587,000	(\$94,000)	\$ 493,000
<i>Sewer Other Contractual Services</i>			
<b>Expenditure Reductions:</b>			
<b>401-4336-536-30-31</b>	\$437,700	(\$100,000)	\$ 337,700
<i>Sewer Other Contractual Services</i>			
<b>Total</b>	\$1,024,700	(\$194,000)	\$ 830,700

<b>CONSTRUCTION IN PROGRSS FUND:</b>	<u>Original Budget</u>	<u>Amendment</u>	<u>Amended Budget FY 2023</u>
<b>Revenue Transfers:</b> <b>102-0000-381-00-00</b> <i>CIP Interfund Transfer (In)</i>	\$0	\$ 194,000	\$ 194,000
<b>Revenue Transfers:</b> <b>102-0000-381-10-00</b> <i>General Fund Transfer (In)</i>	\$0	\$ 173,676	\$ 173,676
<b>Total</b>	\$0	\$ 367,676	\$ 367,676

**Section 2.** The Ordinance shall become effective immediately upon its passage by the City Council.

**VOTE RESULTS OF FIRST READING:**

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

Passed on First Reading on this 21<sup>st</sup> day of September, 2022.

**VOTE RESULTS OF SECOND AND FINAL READING:**

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

Passed on Second and Final Reading on this 5<sup>th</sup> day of December, 2022.

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

ATTEST:

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

Approved as to form and correctness:

\_\_\_\_\_  
 Zachary Roth  
 City Attorney



## BUDGET AMENDMENT REQUEST

DATE: \_\_\_\_\_

Name of Requestor: \_\_\_\_\_

Budget Amendment/Transfer Number: \_\_\_\_\_

Account Number	Project Number	Budget Amendment/Transfer	Description	Amount Increase/ (Decrease)	Current Budget	Revised Budget

**REVIEW PROCESS:**

Department Head	
Chief Financial Officer	
City Manager	

Date of Council Meeting Approval:
-----------------------------------

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



## BUDGET AMENDMENT REQUEST

Budget Amendment/Transfer Number:

**Explanation:**

*Why are the funds needed, or Where are the funds coming from?*

*Where are funds available ?*

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 11/16/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>CITY MANAGER'S OFFICE</b>					
Waste Pro USA Refund Request	Letter Sent to Waste Pro 11.2.2022; Meeting with Their Lobbying Attorney on 11.16.2022	N/A	11.1.2022	In Progress	
Parking Space Lease Agreement with Monahan	On Council Workshop for Discussion 11.21.2022	N/A	11.1.2022	In Progress	
Beach Recycling, Container Improvements and Educational Signs at Beach Accesses	New Budget Cycle Allows for Purchase of Refuse Containers, currently on pause while emergency repairs are made to beach accesses	\$30,000+/-	6.1.2022	In Progress	
Waste Pro Liquidated Damages	Liquidated damages calculated monthly for missed residential collections.	N/A	N/A	N/A	On-going
<b>CITY CLERK'S OFFICE</b>					
Town Hall Style Meeting Discussion	Discussed at November 7, 2022 Regular Council Meeting Will continue discussion of potential meeting dates and times after new year				
<b>FINANCE DEPARTMENT</b>					
Tyler Technologies Financial Software Replacement	Creating a new timeline for tyler Implementation		6/28/2022	Ongoing	
Fiscal Year 2021 Audit	Complete FY2020 Audit Entries and book FY 2020 Adjusting Entries. Reconciling Cas and Variance Analysis		Ongoing	In progress	
Banking Combination	Reducing the amount of banks and accounts for City		2020	Last Stage	
New Banking Services	Receiving Credit Card Terminals		3/1/2021	In progress	
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
Building Department Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Code Enforcement Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Commercial Fire Inspection Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Community Development Board Meeting	Meeting scheduled for Oct 12th. There are 2 variance requests and 1 board determination for interpretation of the LDC.	N/A	ongoing	10/5/2022	Monthly



**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 11/16/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
CRA: Finding of Necessity Research Data Collection and Analysis	Staff has placed this on hold pending the LDC adoption	N/A	N/A	Completed	TBD
CRA: Networking and Outreach	On hold	N/A	N/A	11/10/2021	TBD
CRA: Submit Finding of Necessity to DEO and Taxing Authorities	On hold	N/A	N/A	11/10/2021	TBD
CRA: Board Meeting	On hold	N/A	N/A	11/10/2021	TBD
CRA: Creation of the CRA Plan and Establishing a CRA Trust Fund	Special Project with Attorney_ Signed 11.1.2022	Estimated Under \$9,999	11/10/2021	11/16/2022	TBD
Creation of GIS Maps for City	Firemarshal has created base layers and begun creating shapefiles for city infrastructure, parcels, and other relevant data.	N/A	8/1/2022	5/30/2022	TBD
Impact Fees	Staff is working with Terrell Arline to establish impact fees for new development in the City.	Mr. Arline is preparing a impact fee analysis on his own volition for the city to use as a basis.	8/1/2022	8/8/2022	TBD
Fee Resolution	Staff presented the fee resolution at the October 3rd City Council meeting for discussion. Councilor Messinger requested the breakdown of revenue account for each fee.	N/A	3/9/2022	10/5/2022	TBD
<b>GRANTS &amp; RESILIENCY</b>					
Jarboe Park Phase 1 - Tennis, Pickleball Courts & Volleyball Courts - Opening	Additional Landscaping - Grading and spreading of grass seed completed, interim parking area to be expanded with fencing for volleyball court, winter rye seed spread on 11/8		1/1/2021	11/15/2022	In progress
Jarboe Park Phase 1 - Tree Planting	Landscaping Contractor responding to comments from COJ Arborist, Contractor is now regularly watering, trees to be reset after storms		1/1/2021	11/15/2022	In progress
Jarboe Park- Additional Shade Structures	1st quote for additional shade received week of 5/2/2022, shades taken down for storm, Public Works has ordered tool needed for re-installation, re-installed after Ian, no damage from Nicole		5/1/2022	11/15/2022	In progress
Resiliency Lab at Jarboe Park - StormSensor Expansion	City Council approved 5/2/2022, Sensors installed 5/9 to 5/20/2022 with follow-up work on week of 6/20/2022, Demo at City Hall on 6/30/22, Presentation scheduled for Environmental Symposium and October City Council Workshop		5/1/2022	11/15/2022	In progress
Community Resilience Planning Grant	\$100,000 grant announced on 5/3/2022, initial grant documents received 5/9/2022, UF drafting scope, Expansion Grant application submitted 9/1/2022, funding to be announced by end of year	\$100,000 (Reimbursable Grant)	5/3/2022	11/15/2022	In progress
COJ Penman Road Complete Streets Project Study	Community Meeting on 12/15/2021, design phase to begin 1/1/2023, staff level Stakeholder meeting held end of August, COJ is scheduling an upcoming community meeting		10/1/2021	11/15/2022	In progress
FDOT Atlantic Blvd and Third St Intersection Improvements and Bay Street Pedestrian Hybrid Beacon and Crosswalk	Construction started on 1/3/2022 - schedule delayed because new drainage structure had to be added to the project for Jax Beach Beacon, Completion anticipated by end of year		7/1/2021	11/15/2022	In progress

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 11/16/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>POLICE DEPARTMENT</b>					
Motorola P1 Computer Aided Dispatch (CAD) Project	Provisioning complete, downloading application to local machines	\$35,000	7/12/2019	Active	In progress
2020-JAGC-DUVA-7-5R-172 (Tech. / Wellness Project)	Project Completed, Pending receipt of reimbursement from State of Florida	\$57,002 (+/-)	7/1/2021	Pending Reimbursement	In progress
2021-JAGC-DUVA-4-3B-127 (Ammo)	Project Completed, Pending receipt of reimbursement from State of Florida	\$52,858 (+/-)	1/1/2021	Pending Reimbursement	In progress
Firehouse Public Safety Grants	Vehicle Received - Pending Upfitting	\$20,852 (+/-)	4/7/2022	Active	In progress
Budgeted New Police Vehicles	Vehicle Received - Pending Graphics	\$121,000 (+/-)	3/31/2022	Active	In Progress
2023-JAGC-DUVA- (TBD) "Technological Adv. Project"	Applied for Grant	\$53,007	11/2/2022	Pending Application	In progress
DUI Unit Body Worn Camera (BWC) & In-Car Camera Project	Deployment Pending Training	\$7,748	7/13/1905	Active	In progress
Patrol Rifle Refresh	Phase 3 Pending PA Approval	\$5,000.00	7/13/1905	Active	Pending
Narcan Initiative	Received 50 doses from HIDTA. Pending Training & Deployment	\$0	6/8/2022	Active	In progress
Vehicle Equipment Surplus	Active Listings on Gov.deals.com	\$1,500	10/1/2022	Active	In progress
<b>PUBLIC WORKS DEPARTMENT</b>					
Florida Blvd. Culvert Replacement Project	Project Close-out: -Processing final payment	Original Contract Price: \$921,754.49 Change Orders: \$24,581.70 Contract Price incorporating Change Orders: \$946,336.19	August 10, 2021	June 01, 2022	Completed
CUP Renewal and well relocation design	Professional Services: -The Supplemental Agreement with the Consultant was approved during the January 3, 2022 Council meeting - Kick-off meeting with the Consultant on 1/14/2022. - Consultant submitted the CUP renewal permit application to the SJRWMD on 6/10/2022. - RAI response to the SJRWMD. - Completing modeling and preparing draft technical memo for review.	Consulting Fee: \$421,000	January 07, 2022	July 30, 2023	On-Going

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 11/16/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Phase I WWTF improvements to address the Consent Order	<ul style="list-style-type: none"> <li>- Kick-off meeting with the City's Consultant held on January 10, 2022</li> <li>- Consultant coordinating with FDEP on consent order modifications.</li> <li>- Consultant analyzed existing data, BioWIN modeling, and preliminary sizing calculations for plant 2 modifications.</li> <li>- SJRWMD cost share grant agreement up to \$437,500 approved during 10/3/2022 Council meeting and returned to SJRWMD</li> <li>- 30% design review meeting conducted on 10/6/2022</li> <li>- Consultant scheduled FDEP permit pre-application on 11/16/2022</li> <li>- 75% design review meeting scheduled on 11/17/2022</li> </ul>	Consulting Fee: \$412,096.43	December 09, 2021	July 30, 2023	On-Going

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 11/16/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PUBLIC WORKS DEPARTMENT</b>					
Stormwater strategic planning	<ul style="list-style-type: none"> <li>- Kick-off meeting held on December 21, 2021</li> <li>- Coordinated the public engagement meeting</li> <li>- Prepared public notice and coordinating advertisement of public meeting</li> <li>- Held Public Outreach meeting on March 30, 2022 from 5 pm to 7 pm to collect public input as a stakeholder in the planning process.</li> <li>- The Consultant developed two concept plans for the 400 block South Street drainage concerns.</li> <li>- The Consultant is working on a draft Construction Management at Risk (CMAR) solicitation document.</li> <li>- The Consultant prepared the draft stormwater strategic plan technical memorandum.</li> <li>- The draft stormwater strategic plan was presented the Transportation &amp; Infrastructure Planning Committee on 9/9/2022</li> </ul>	Consulting Fees: \$252,817	December 09, 2021	September 30, 2022	On-Going
SB 64 planning	<ul style="list-style-type: none"> <li>- Working with Consultant along with the COJB and COAB to set up a joint meeting to discuss scoping sometime in the middle of January 2022.</li> <li>- January 5, 2022 FDEP notified Public Works that we 84 days to submit an approvable cover letter and plan.</li> <li>- Beaches coordination meeting on 1/20/2022.</li> <li>- Submit RAI response to the FDEP on 3/29/2022.</li> <li>- On 3/29/2022 FDEP responded they will let us know if they have any more questions, but think it should be good.</li> <li>- Consultant coordinating with other the beach communities for contracting and awaiting the other beach communities.</li> <li>- Discussed reaching out to JEA to request a meeting to explore what options that may have for consideration.</li> </ul>	Consultant Fees: TDB	TBD	March 30, 2022	Ongoing
Pavement assessment program (Roadbotics)	<ul style="list-style-type: none"> <li>- Mobility Management is assisting Public Works</li> <li>- The City sent Roadbotics a GIS file of the road line work</li> <li>- Driving roads within the City is complete.</li> <li>- Roadbotics to complete their assessment.</li> <li>- Roadbotics assessment presented the Transportation &amp; Infrastructure Planning Committee on 10/12/2022</li> </ul>	Software as Service Cost: \$4,000/yr.	October 08, 2021	September 30, 2022	Complete
City Signage Inventory (AgileMapper)	<ul style="list-style-type: none"> <li>- Planning to start the City signage inventory after the pavement assessment is completed</li> </ul>	Software as Service Cost: \$5,000/yr.	October 14, 2021	September 30, 2022	Planned

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 11/16/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PUBLIC WORKS DEPARTMENT</b>					
Water Tower Repairs and Maintenance	<ul style="list-style-type: none"> <li>- Coordination meeting with Utility Services/Suez on February 2, 2022.</li> <li>- Utility Services/Suez action items include: planning the phasing of the work to minimize road closures, use the limited space available neat the water tower and R-O-W across the street including the park at the 5-way intersection, preparing site plan, MOT plan, and advertisement that can be used for permitting and community engagement.</li> <li>- Utility Services/Suez inspected the water tower and performed a wash-out of the interior on 2/24/2022.</li> <li>- Utility Services/Suez coordinating with staff on the project.</li> <li>- Staff coordinated with Beaches Energy to temporarily remove light poles that would be in the way of Utility Services/Suez scope of work.</li> <li>- Staff coordinated to remove a tree that would be in the way of Utility Services/Suez scope of work.</li> <li>- Coordinating third party agreements between the carriers, Utility Services, and City to complete the work.</li> <li>- Utility services is coordinating needed supplies for the work</li> <li>- Coordinating R-O-W permitting</li> <li>- Coordinating agreements with carriers</li> </ul>	TBD	TBD	TBD	Planned
<b>SENIOR ACTIVITY CENTER</b>					
CDBG Contract 2022-2023	Grant Submitted January 2022	Requesting \$44,895	10/1/2022	APPROVED FOR \$48,000	9/30/2023
Building porch, parking lot, storm water runoff, landscaping	Permit from SJWMD received 9/6/22	Est. \$221000	TBD	IN PROCESS	12/1/2022
Procurement of equipment/supplies/furniture	ongoing	TBD	9/1/2021	IN PROCESS	11/30/2022
Install internet & phone lines	Comcast/Other carriers	TBD	12/1/2022	NA	On going
AB Mayor's Grant Application	in process	NA	8/1/2022	Approval anticipated October 2022	\$2500 request
Day Trip/Cultural & Social Experience	Jesus Christ Superstar-TU Center for Performing Arts	NA	8/1/2022, 5pm-11pm	party/charter transportation	Wednesday, March 22, 2023
Travel Club Opportunities	Planning with Premier World Discovery & Overseas Adventure Travel	Fundraising	2023	planning	Opportunities thru 2023

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 11/16/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>MOBILITY MANAGEMENT</b>					
North Beaches Parking Program Strategic Plan	Project is in the drafting and research stage.	None	2/2/2022	11/14/2022	Goal completion date TBD
Neptune Beach resident parking program setup per Resolution 2022-05	Resident validation is fully operational at CONB meters and mobile app. Requested adjustment to app fee structure to remove 35-cent transaction fee to residents, awaiting completion.	\$1,500.00	5/10/2022	11/14/2022	Main programming project completed; adjusting final details.
City Hall Roof Replacement Project	Supplemental Agreement #2 approved by Council on 8/1/22. Working with Ardurra to complete bid package for ITB process. Bid package is 90% complete; Ardurra is coordinating electrical engineering pieces to finish.	\$30,761.36 approved for professional engineering and consulting services. Job cost of roof replacement TBD.	6/21/2022	11/14/2022	Original final bid package delivery date was 11/14/22. Package is being amended to include lightning protection; we expect delivery by the end of November.
<b>INFORMATION TECHNOLOGY</b>					
Tyler Technologies ERP	Working on collecting the required information from all affected departments, having current future state analysis meetings with Tyler and the department heads.	N/A	10/5/2021	10/5/2022	In Progress
Tyler Technologies Incode Financial Implementation	We have been working on the Tyler Incode 10 test environment.	N/A	10/5/2021	10/5/2022	In Progress
Computer upgrades	In Progress	N/A	10/5/2021	10/5/2022	In progress
Tyler MyCivic Services App implementation	In Progress	N/A	6/10/2022	10/5/2022	in progress
Phone setups and distribution	In Progress	N/A	4/1/2022	10/5/2022	in progress
Tyler financial implementation	In Progress	N/A	6/10/2022	10/5/2022	in progress
Upgrade the internet connection with AT&T	In Progress	N/A	10/21/2022	11/14/2022	In progress
New P1 CAD installs for the police mobile devices	In Progress	N/A	10/20/2022	11/14/2022	In progress
Cogsdale upgrade project	In Progress	N/A	10/20/2022	11/14/2022	In progress
Munis/OCTA DID -W setup	In Progress	N/A	10/31/2022	11/14/2022	In progress
Barracuda cloud archiving project	In Progress	N/A	11/10/2022	11/14/2022	In progress
My civic app fixing bugs	In Progress	N/A	11/01/22a	11/14/2022	In progress
Submitted by the City Manager on November 21, 2022					



Building Activity October 1, 2021 to September 30, 2022					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-22	91	85	205	\$30,369.43	\$2,390,976
Nov-22					
Dec-22					
Jan-23					
Feb-23					
Mar-23					
Apr-23					
May-23					
Jun-23					
Jul-23					
Aug-23					
Sep-23					
<b>Totals</b>	91	85	205	\$30,369.43	\$2,390,976

Building Activity October 1, 2020 to September 30, 2021					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-21	109	89	124	\$21,333.09	\$1,861,931
Nov-21					
Dec-21					
Jan-22					
Feb-22					
Mar-22					
Apr-22					
May-22					
Jun-22					
Jul-22					
Aug-22					
Sep-22					
<b>Totals</b>	109	89	124	\$21,333.09	\$1,861,931
<b>Difference</b>	-18	-4	81	\$9,036.34	\$529,045



# Case Report

10/01/2022 - 10/31/2022

Case #	Case Date	Description of Violation	Parcel Address
2022140	10/27/2022	Brush overgrown on meter. Unable to read meter.	2541 WATERS EDGE DRIVE
2022139	10/27/2022	Brush overgrown on water meter. Unable to read meter.	2539 WATERS EDGE DRIVE
2022138	10/27/2022	Abandoned vehicle in the 1100 block of 2nd Street	224 SOUTH ST
2022137	10/27/2022	Commercial Business Dumping for residential pick-up	
2022136	10/22/2022	Short term rental less than 28 days	222 MAGNOLIA STREET
2022135	10/22/2022	Short Term Rental	1108 OCEANWOOD DRIVE S
2022134	10/21/2022	Neighbors are complaining about excessively tall grass in the 800 block of Second St she thinks near 816 Second St.	
2022133	10/20/2022	Short term rental	317 OAK STREET
2022132	10/20/2022	Short term rental	2032 SANDPIPER POINT
2022131	10/20/2022	Hedge to tall at 114 Rose St	119 ROSE PLACE
2022130	10/10/2022	Short Term Rental	317 OAK STREET
2022129	10/20/2022	Oil on road from Oceanfront down Cedar	630 OCEANFRONT
2022128	10/19/2022	Short Term Rental, less than 28 Day	2104 FIRST STREET
2022127	10/19/2022	Short Term Rental	2013 FLORIDA BLVD (DUPLEX)
2022126	10/13/2022	boat in front of house	
2022125	10/10/2022	Short Term Rental	2000 PENMAN ROAD
2022124	10/10/2022	Construction Dumping	1020 FIRST ST (LOST UNIT)
2022123	10/10/2022	Dumping in vacant lot	
2022122	10/4/2022	REPEAT OFFENSE - VEHICLE COMPLAINT	2038 CHEROKEE DRIVE

Total Records: 19

## October 2022 Monthly Report

### Annual Inspections

10/4/2022	1543 & 47	Atlantic Blvd	Clerk of Court				
10/4/2022	1551-1559	Atlantic Blvd	TotalSalon				
10/4/2022	1551-1559	Atlantic Blvd	TotalSalon	Business # 2 same address			
10/4/2022	1551-1559	Atlantic Blvd	TotalSalon	Business # 3 same address		10/4/2022	1573
10/4/2022	1573	Atlantic Blvd	Abessa Hair Design				
10/4/2022	1573	Atlantic Blvd	Abessa Hair Design	Business # 2 same address			
10/4/2022	1577	Atlantic Blvd	Lilly Tailor Service				
10/4/2022	1581	Atlantic Blvd	Southern Staffing Solutions				
10/4/2022	1585 & 89	Atlantic Blvd	Wipeout Grill				
10/4/2022	1552	Atlantic Blvd	Brightway Insurance				
10/4/2022	1554 & 56	Atlantic Blvd	Cornelius Construction				
10/4/2022	1501	Atlantic Blvd	Day & Night Moving				
10/4/2022	1501	Atlantic Blvd	Day & Night Moving	Business # 2 same address			
10/4/2022	1476	Atlantic Blvd	Ocean State				
10/6/2022	2101	Florida Blvd	Fields General Construction			No body there	
10/6/2022	2113	Florida Blvd	The Puppy House				
10/6/2022	2130	Florida Blvd	J. Wendell Fargis			No body there	
10/6/2022	2200	Florida Blvd	Many Maid				
10/6/2022	2207	Florida Blvd	Skate Board City			Nobody There	
10/6/2022	2213	Florida Blvd	Island Dog Pet Spa				
10/6/2022	2217	Florida Blvd	Beauty Salon			Not Open	
10/6/2022	2225	Florida Blvd	Delchers Leather			No Body there	
10/11/2022	440	Third St	Advanved Chiroprachic				
10/11/2022	2130	Florida Blvd	J. Wendell Fargis				
10/11/2022	2230	Florida Blvd	Hands on Staffing				
10/11/2022	2207	Florida Blvd	Skate Board City			Nobody There	
10/11/2022	2217	Florida Blvd	Beauty Salon			Not Open	
10/11/2022	2218	Florida Blvd	San Marco # 2				
10/11/2022	2210	Florida Blvd	Rock n Home Realty				

New Businesses							
10/6/2022	1559	Atlantic Blvd	Good Day Beauty	Micro Blading, need exception Letter			\$50.00
10/11/2022	440	Third St Suite J	Coastal Health & Wellness				\$50.00
10/11/2022	207	Third St	Question Regarding Sign, let message with Owner to Call				
10/20/2022	630-14	Atlantic Blvd	Thre Sons Neptune				\$50.00
Total New Businesses Inspections for physical year 2021/22							
<b>Total</b>							\$150.00

Building Plan Review							
Date	BP #	Address	FloodZone	Proj Value	Scope	Bldg Market Value	Time Spent

New Construction Fire Inspection							
10/20/2022		200	Third St	Inspection regarding Exits			
10/24/2022	22-560	580	Attlantic Blvd	hydro interior sprinklers			
10/26/2022		1400	Attlantic Blvd	Fire Alarm Not Operational ( need to be repaired by 10/31/22)			

New Construction Building Inspection							
10/11/2022	207	Third St	Question Regarding Sign, let message with Owner to Call				
						<b>Total</b>	\$0.00

Fire Plan Review							
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10/3/2022	22-01114	700	Third St	Cancer Specialist	1,238.71

GIS						
10/11/2022		Sent New Zone Map to Duval Property Appriaser				
10/11/2022		Worked on City Flood Map, in progress				

Floodplain Related	
10/31/2022	Identified all Buildings that are in the floodplain ( In Excell)

Elevation Certificate						
Total Elevation Certificates reviewed this month						

Code Complaints						
10/4/2022		310	Oleander	Hedge, fence garbage cans		
10/6/2022		310	Oleander	Gates are closed		
10/6/2022		1020	First St	Contractor Placing Debris on lot		Contractor building house at 1006 First, owns both pieces of property
10/10/2022		2000	Penman Rd	Short Term Rental	Sent Owner Cese & Dissent letter	
10/10/2022			1st st	Holloween Decerations	all on private property	
10/11/2022		2004	1st st	Boat in front yars		Nobody home will send notice
10/17/2022		810	Third St	Garbage outside dumpster not picked up		Unfounded

10/17/2022		2nd & Cherry		campain signs in right of way		Informed canadate	
10/17/2022		1037	Mary Bryant Loop	Tree cutting without permit & Cutting in wetland		CM & Myself visited	
10/17/2022		visted four address that was posted in Rentalscape as short term rental				investigating & sending letters	
10/20/2022		630	Oceanfront	oil in road			
10/20/2022		Rose & North		tall hedge			
10/26/2022		1401	Atlantic Blvd	Hotel Landscape effecting Ace Hardware			
11							0.00

Fire Investigation							
Date	Address	Street				Loss	Time Spent



Workshop Agenda Item #6A Proposed  
Ordinance Section 2-28, Agenda

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

<b>AGENDA ITEM:</b>	Workshop Agenda Item # 6A – Proposed Ordinance, Amending Code Section 2-28, Agenda
<b>SUBMITTED BY:</b>	Councilor Lauren Key
<b>DATE:</b>	November 16, 2022
<b>BACKGROUND:</b>	<p>The City Council of the City of Neptune Beach frequently evaluates requests for approval of funding for projects and other expenditures.</p> <p>In evaluating such requests, backup documentation such as budgets, funding sources, historic expenditures, and related items assist the City Council in preparing questions and determining the appropriate response to such requests.</p> <p>The proposed ordinance amends Code Section 2-68, Agenda by adding the requirement that supporting documentation be included in the materials provided to Council.</p>
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	Consider moving the proposed ordinance to a First Read at the December 5, 2022 Regular City Council meeting
<b>ATTACHMENT:</b>	Proposed Ordinance Amending Section 2-68



**SPONSORED BY:  
COUNCILOR KEY**



**ORDINANCE NO. 2022-\_\_**

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA,  
AMENDING SECTION 2-28, AGENDA; PROVIDING FOR CONFLICTS;  
PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the City Council of the City of Neptune Beach frequently evaluates requests for approval of funding for projects and other expenditures; and

**WHEREAS**, in evaluating such requests, backup documentation such as budgets, funding sources, historic expenditures, and related items assist the City Council in preparing questions and determining the appropriate response to such requests; and

**WHEREAS**, the Code of Ordinance of the City of Neptune Beach currently does not require any specific information be provided to the City Council at the time of preparation of the agenda regarding such matters; and

**WHEREAS**, the City Council desires to require certain information be included in all agenda packages provided to the City Council when certain matters are placed on the agenda; and

**WHEREAS**, the City Council has determined that such requirements will advance the City's interest in ensuring efficient and proper evaluation of financial matters brought before it.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL ON BEHALF OF THE PEOPLE OF THE CITY OF NEPTUNE BEACH, FLORIDA that:**

**SECTION 1.** Section 2-28, of the Code of Ordinances of the City of Neptune Beach, Florida is hereby amended as follows:

Sec. 2-28. – Agenda.

All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the city council shall, at least by noon of the Wednesday preceding each council meeting, be prepared by the city manager and delivered to the city clerk. The city clerk shall immediately arrange a list of such matters according to the order of business and furnish each member of the council, the mayor, the city manager and the city attorney with a copy of the same prior to the council meeting and as far in advance of the meeting as time for preparation will

permit. None of the foregoing matters shall be presented to the council by administrative officials except those of an urgent nature, and the same, when so presented, shall have the written approval of the mayor or city manager before presentation.

When an agenda item seeks approval of the city council for the expenditure of funds, support documentation for the request shall be included in the materials provided to the city council. The types of information to be provided include, as appropriate, budgets, revenue sources, historic expenditures, cost estimates, contracts, and other information demonstrating the source of funding and the total cost of the matter if approved.

**SECTION 2. Conflict.** All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

**SECTION 3. Severability.** If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

**SECTION 4. Effective Date.** This ordinance shall take effect upon final reading and approval.

**VOTE RESULTS OF FIRST READING:**

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

Passed on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE RESULTS OF SECOND AND FINAL READING:**

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

Passed on Second and Final Reading this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Elaine Brown, Mayor

ATTEST:

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Catherine Ponson, City Clerk

Approved as to form and content:

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Zachary Roth, City Attorney



# STAFF REPORT

**MEETING DATE:** November 7, 2022  
**BOARD/COMMITTEE:** City Council

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**TO:** City Council

**THRU:** Stefen Wynn, City Manager

**FROM:** Sam Brisolaro, Community Development Director (Resignation eff. 11/04/2022)

**DATE:** October 27, 2022

**SUBJECT:** Request to purchase a section of Right-of-Way

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- I. BACKGROUND:** Mr. Bakkes approached staff in June requesting to purchase a portion of ROW adjacent to Kings Circle S, also known in correspondence as the “weird alley” (Exhibit A). During this time staff was completing revisions of the Land Development Code and requested Mr. Bakkes wait until after the LDC was approved, so that staff would have adequate time to research the impacts of a possible purchase of the “weird alley”.

Staff has reviewed Mr. Bakkes’ request with the city attorney and requests city council provide direction to staff regarding moving forward with Mr. Bakkes request to purchase the “weird alley.”

- II. DISCUSSION/RECOMMENDATIONS:** Mr. Bakkes request is to purchase a portion of the ROW identified by the survey in Exhibit B of the packet. This portion of ROW is adjacent to the six vacant parcels currently owned by Mr. Bakkes, as well as 2311 Marsh Point Rd, 2230 Florida Blvd, both owned by Mr. Bakkes, and 2218 Florida Blvd, owned by the Regina Rosenstein Living Trust.

The “weird alley” does not appear to have any impacts to water or sewer infrastructure in the area. However, Mr. Bakkes was made aware that if the purchase is authorized by city council, the portion of right of way purchasee will need to be re-platted into his property and an easement will need to be granted to allow for access to city services such as waste collection.

It was further discussed that Mr. Bakkes would bear the burden of cost with city involvement in obtaining appraisals, title work, and other encumbrances related to real estate transactions.

While Mr. Bakkes owns the majority of the properties adjacent to the alley he requests to purchase, there are a few legal implications that arise regarding the impact to 2218 Florida Blvd, which is not owned by Mr. Bakkes.

Regarding the vacation of rights of way dedicated to the public and potential impacts on 2218 Florida Blvd., the City Attorney advised the following:

*First, there are limitations in our Code. According to 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.*

*This only goes so far though, as it would pertain to abandoning the public’s right to use the alley. A bigger issue gets to the heart of how platted and dedicated rights of way operate. Under Florida law, unless the dedicator of the plat reserves the fee simple interest, fee simple ownership to land under a platted street or alley passes to adjacent property owners to the centerline.*

*The plat at issue here is that of Florida Beach, recorded in Plat Book 11, Page 61, of the current public records of Duval County, Florida. Reviewing the plat, it is clear that this alley was established by the plat and labelled as a “public alley”. The plat’s dedication states that “the streets, alleys and public parks as shown upon this plat, are hereby and without reservation dedicated to the City of Jacksonville Beach, Florida and its successors.” I would interpret this to mean that it includes dedication of fee simple title to the property, not just an easement. In such case, the City, as Jacksonville Beach’s successor, would have the right to abandon the right of way, but the centerline doctrine may apply.*

*As this applicant seeks to acquire only a portion of the alley and nearly all of that portion abuts land owned by such applicant or their affiliates, the centerline doctrine is likely of less importance. The one caveat is 2218 Florida Blvd. If the city elects to move forward with the abandonment, the way to handle with regard to that owner is either (i) to vacate the entire area proposed by the applicant and transfer any portion adjacent to 2218 Florida Blvd. to the centerline to that owner, or (ii) resurvey the alley to only vacate portions adjacent to lots owned by the applicant or their affiliates. In either event, if the matter moves forward, in order to confirm that all parties would receive the land to which they are entitled, the applicant should be required to update the survey to reflect the centerline of the alley and to depict the portions of the alley belonging to each adjacent lot to the centerline.*

**III. CONCLUSION:** Based on the information provided and the legal implications, staff recommends requesting Mr. Bakkes obtain written approval from the property owner of 2218 Florida Blvd relating to the centerline doctrine or that the survey be revised to exclude any portion of the alley that would inure to the benefit of that owner. If the 2218 Florida Blvd. owner is to participate, that owner should join as an applicant, agreeing to be responsible for costs and other matters as provided above in proportion to the portion to be transferred to such owner.

With council’s conditional approval, staff, along with the City Attorney, would begin the process of a land transaction once the proper legal description is provided and the participation status of the 2218 Florida Blvd. owner is confirmed.

**IV. RECOMMENDED MOTION:**

- a. I recommend allowing Mr. Bakkes to purchase a portion of the alleyway adjacent to Marsh Point Rd. also known as the “weird alley” with the condition of confirmation of the participation of the property owner of 2218 Florida Blvd.
- b. I recommend denying the request to purchase the alley based on Section 18-5.



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,

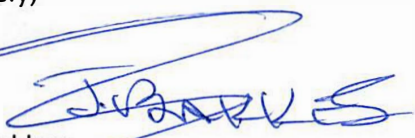
Further to our discussion in respect of the irregular alley behind my property on Marsh Point Road, lots 8-13, I write to request the purchase of the alley as described on the attached survey.

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

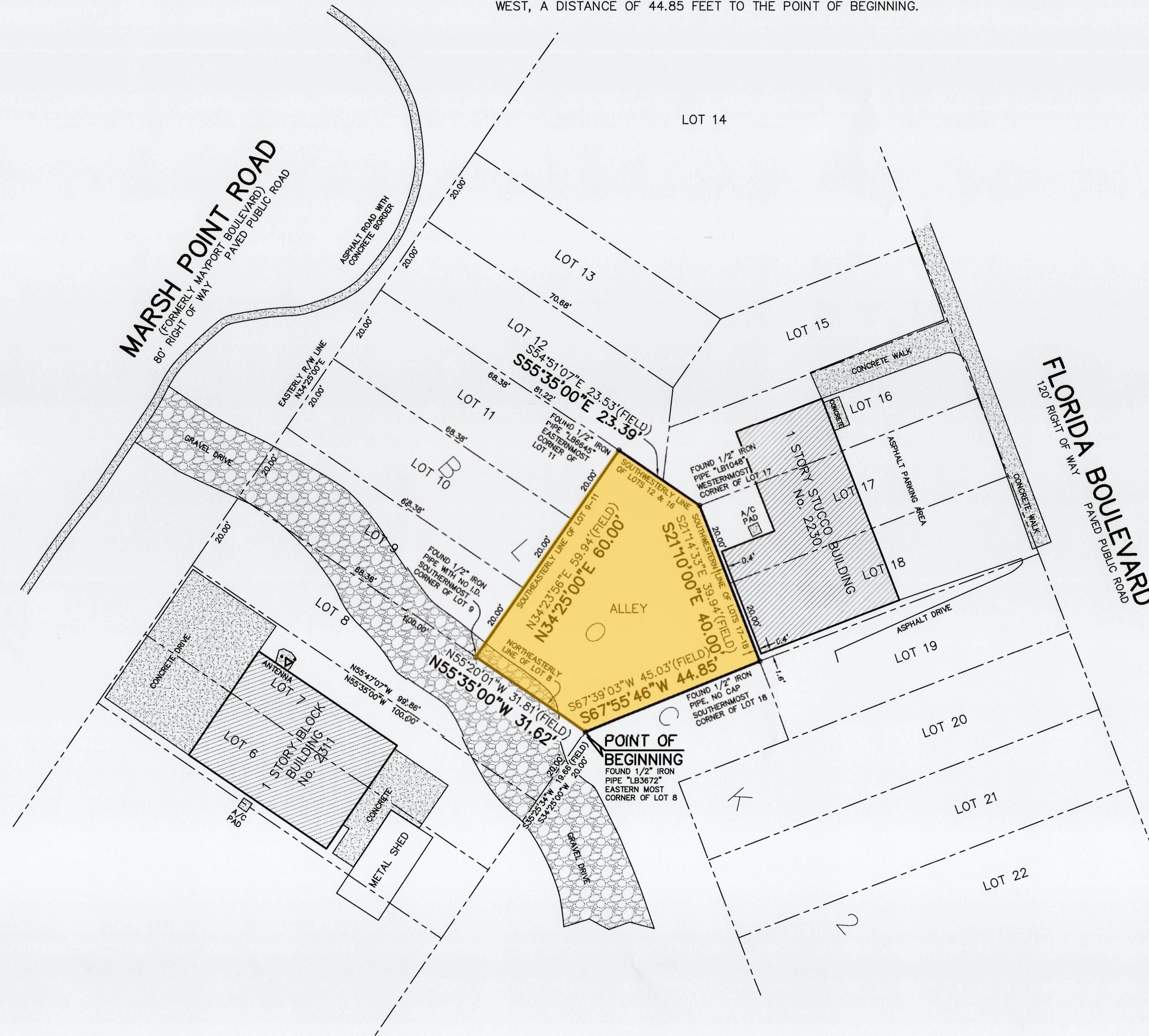
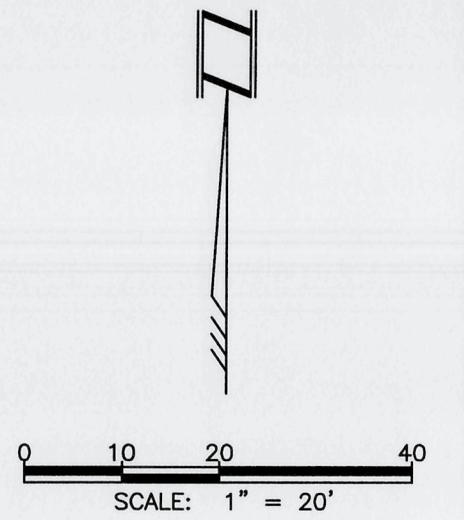


# EXHIBIT A

## 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

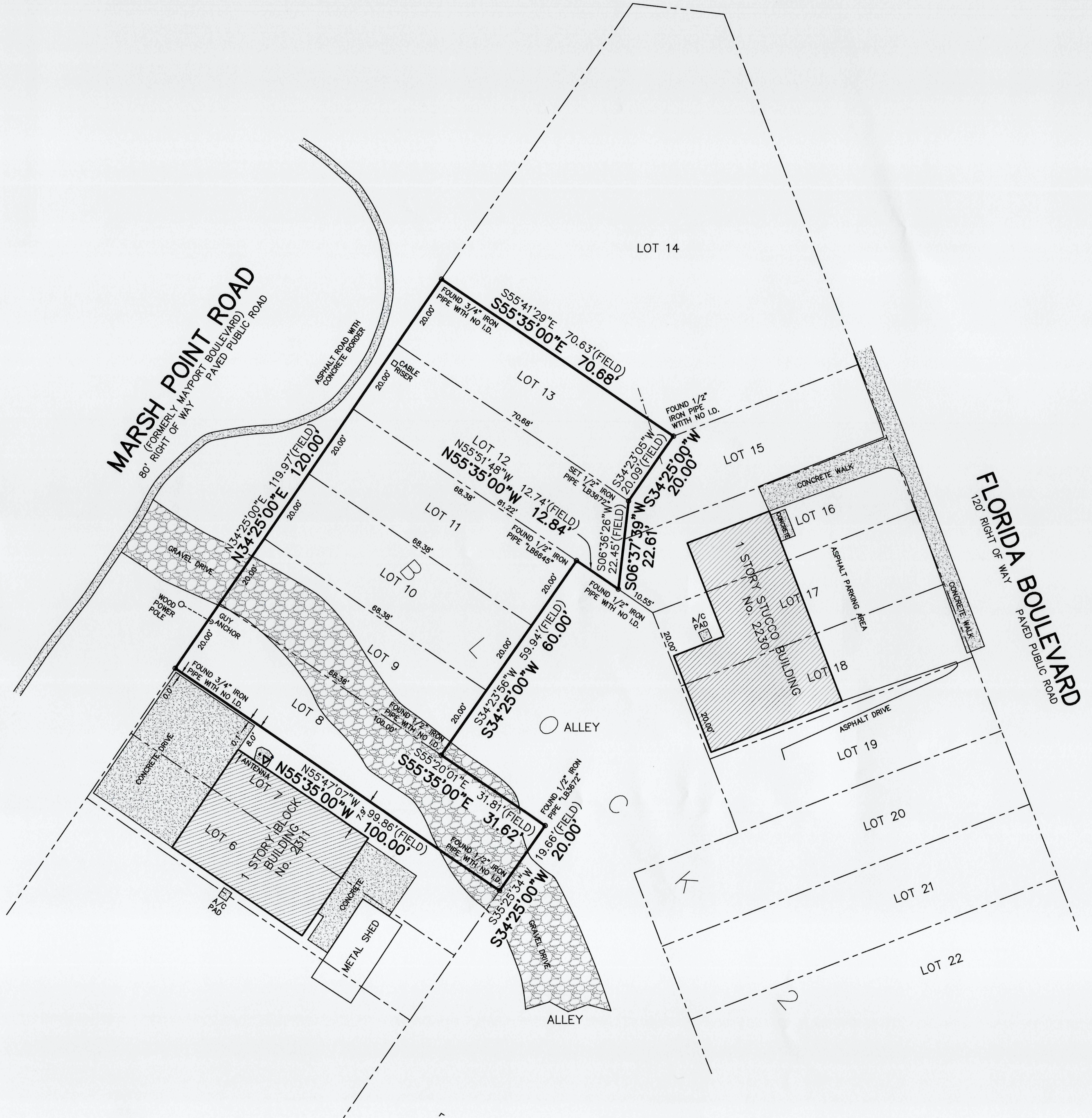
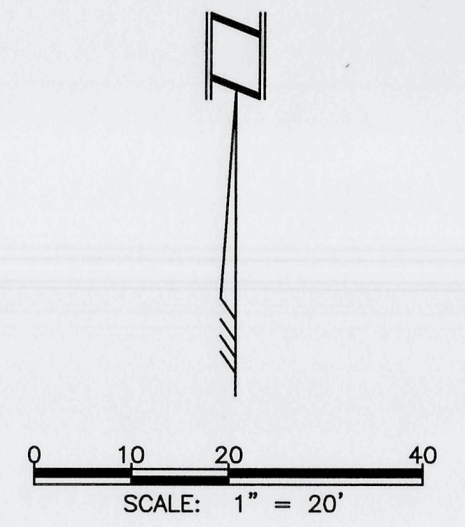
\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.\*



# 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.



### 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*  
**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.\*





Workshop Agenda Item #8B 2050  
Kings Circle South Agreement

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

<b>AGENDA ITEM:</b>	Workshop Agenda Item # 8B – Amended and Restated Revocable License Agreement-2050 Kings Circle South
<b>SUBMITTED BY:</b>	Tom Monahan
<b>DATE:</b>	November 17, 2022
<b>BACKGROUND:</b>	<p>The City of Neptune Beach and Tom Monahan entered into a revocable license agreement on December 17<sup>th</sup>, 2018, for on-street parking adjacent to the property.</p> <p>This amended and restated agreement includes three additional spaces.</p>
<b>BUDGET:</b>	See agreement
<b>RECOMMENDATION:</b>	Discuss the Amended and Restated License Agreement for approval on December 5, 2022
<b>ATTACHMENT:</b>	New Amended and Restated Revocable License Agreement 2018 Revocable License Agreement

**AMENDED AND RESTATED  
REVOCABLE LICENSE AGREEMENT**

This Amended and Restated Revocable License Agreement (“Amended Agreement”) is made and effective on \_\_\_\_\_ 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.

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 resist 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: \_\_\_\_\_  
Stefen Wynn, City Manager

Approved as to form:

\_\_\_\_\_  
Zachary Roth, City Attorney

LICENSEE:

\_\_\_\_\_  
Tom Monahan

## 2018 Agreement

### REVOCABLE LICENSE AGREEMENT

This License Agreement is made and effective on December 17<sup>th</sup>, 2018 between the City of Neptune Beach, a municipal corporation, as the City, and Tom Monahan, as record owner of 2050 Kings Circle S., as the Licensee.

#### WITNESSETH:

1. 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 and designated in Exhibit A attached hereto and incorporated herein, in the north right-of-way (the "City Property") immediately and adjacent to the premises known as 2050 Kings Circle S., as described in Exhibit B, attached hereto and incorporated herein.

2. The term of this License Agreement shall be for a period of one (1) year from the above date.

3. This License 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 and/or Licensee, no later than thirty (30) days prior to the expiration of the original term of this License Agreement or any extension thereto.

4. The City Manager, or its designee, may revoke or suspend this agreement to remove any of the improvements on the City Property 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.

5. 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 for the elements placed in or upon the City Property.

6. In the event that the City removes the improvements or portion thereof on the City Property, the Licensee is solely responsible for the cost to restore the City Property back to a sodded area.

7. Licensee further agrees to maintain and keep the City Property 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 City Property to be performed by the Licensee during the term of this Agreement.

8. Upon termination of this Agreement, the City, in its sole discretion, may give written notice to Licensee that it must remove the improvements from the City Property and restore the City Property 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 City Property 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, pursuant to state law.

9. In the event of a default by the Licensee of any of the terms and conditions of this License 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 (a) shall have the absolute right, without notice to Licensee, to declare due all conditions under this Agreement; and (b) may immediately terminate Licensee's right of possession under this Agreement without prior written notice to Licensee.

10. Other than maintenance and repair, the Licensee shall not be entitled to make any improvements to the City Property without the consent of the City, pursuant to the City's Code of Ordinances.

12. In the event that any dispute arises concerning the terms of this Agreement, this Agreement shall be interpreted and governed by the laws of the State of Florida. In the event that any litigation is initiated relating to this Agreement, venue for any such litigation shall be in Jacksonville, Duval County, Florida.

13. Except for the negligent or intentional acts or omissions of the City performed pursuant to this License 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 City Property, 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 City Property in safe condition. Except for the negligent or intentional acts or omissions of the City performed pursuant to this License Agreement, Licensee waives all claims and demands on its behalf against the City for any loss, damage or injury related to the City Property 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 City Property or the property of the Licensee.

14. Licensee expressly agrees to pay all expenses that the City may incur for reasonable attorney's fees and any and all other costs paid or incurred by the City for enforcing the terms and provisions of this Agreement.

15. The City Attorney will be responsible for any needed interpretations of this Agreement.

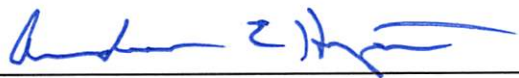
16. For the purposes of any interpretation of this Agreement, this Agreement shall be considered as having been authored, drawn and written by both the City and Licensee and, in the interpretation of this Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the City or the Licensee.

18. The parties hereto agree and understand that time is of the essence as to the performance of all terms and conditions of this Agreement.


19. All notices, pursuant to this Agreement, shall be sent to the City c/o Andrew Hyatt, City Manager, City of Neptune Beach, 116 First Street, Neptune Beach, FL 32266 and to Licensee c/o Tom Monohan, 2050 Kings Circle S., Neptune Beach, FL 32266.



Dated this 17<sup>th</sup> day of December, 2018.



Andrew Hyatt, City Manager, on behalf of City of Neptune Beach, Lessor



Witness on behalf of the City of Neptune Beach

Approved as to Form and Content for the City:



City Attorney

Tom Monohan  
Tom Monohan, Licensee

Louise Bronough  
Witness on behalf of Licensee

State of Florida

County of DUVAL

Signed and sworn before me on this 14 day of November 2018.

By Thomas L Monohan

Identification verified: FL Drivers Lic Oath sworn: \_\_\_ Yes  No

Terry Hendry  
Notary Signature

My Commission expires: 11-30-21



Terry Hendry  
Notary Public  
State of Florida  
My Commission Expires 11/30/2021  
Commission No. GG 155172

**Exhibit A**

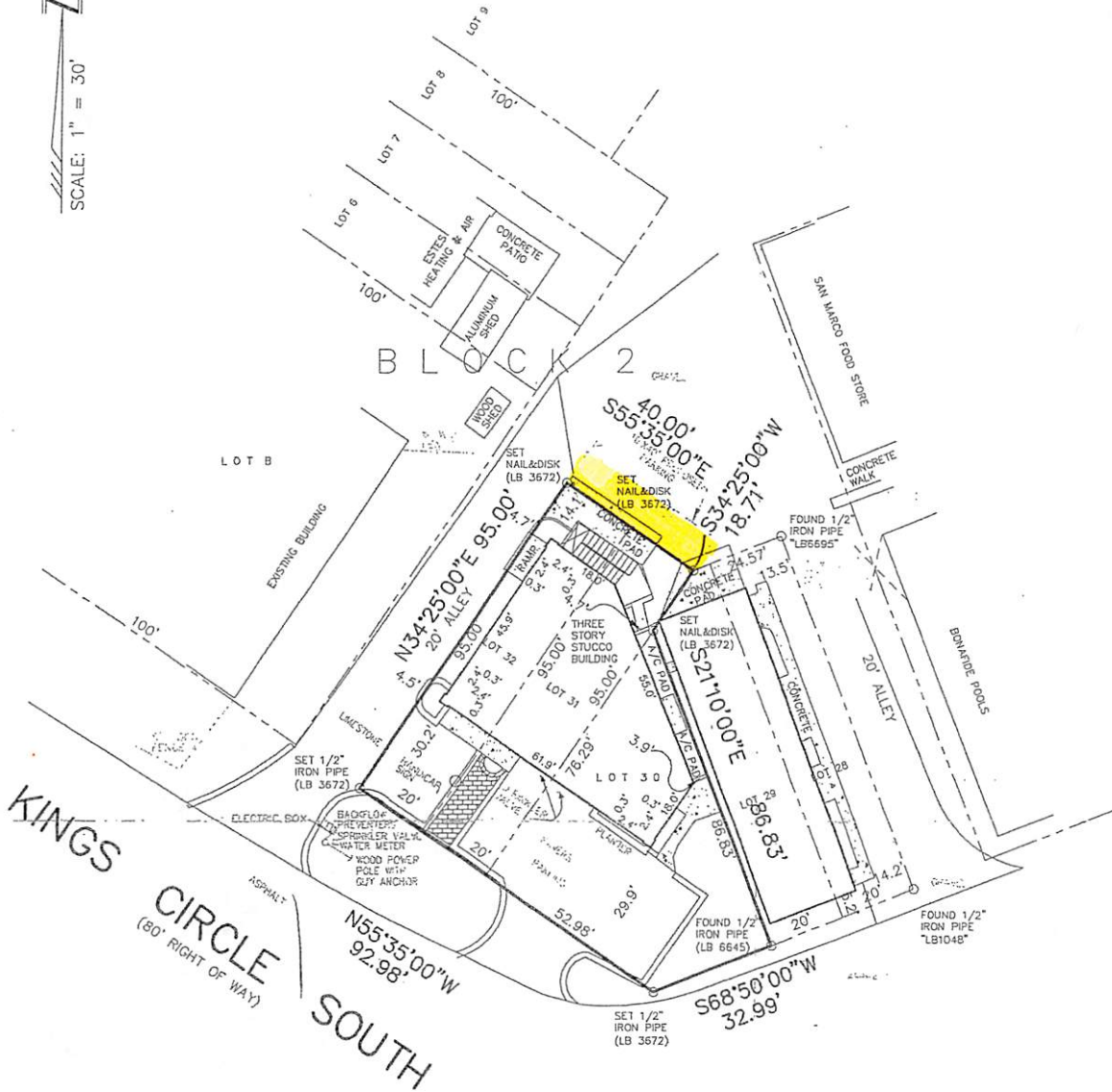
City Property

[Attached]

# MAP SHOWING A SURVEY OF

LOTS 30, 31 AND 32, ALL IN BLOCK 2, PRADO FERRER REPLAT OF FLORIDA BEACH, AS RECORDED IN PLAT 11, PAGE 61 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SCALE: 1" = 30'



**NOTES:**

- 1) THIS IS A BOUNDARY SURVEY.
- 2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF KINGS CIRCLE SOUTH, BEING NORTH 55°35'00" WEST, AS PER PLAT.
- 3) NO BUILDING RESTRICTION LINE PER PLAT

THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X" AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 120079 0001 D, REVISED APRIL 17, 1989 FOR THE CITY NEPTUNE BEACH, FLORIDA.

THIS SURVEY WAS MADE FOR THE BENEFIT OF  
 THOMAS L. MONAHAN;  
 AMERIS BANK;  
 PATTERSON, ANDERSON & FELDMAN P.A.  
 ATTORNEYS' TITLE INSURANCE FUND, INC..

**DON W. BOATWRIGHT, P.S.M.**  
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295  
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

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

REVISED: NOVEMBER 07, 2007

CHECKED BY: \_\_\_\_\_  
 DRAWN BY: CRT  
 FILE: 2007-1011

**BOATWRIGHT LAND SURVEYORS, INC.**

1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: AUGUST 24, 2007  
 SHEET 1 OF 1

**Exhibit B**



