

Attachment 6



Nevin Engineering Services
EB # 32950
701 MARKET STREET
SUITE 106-B
ST. AUGUSTINE, FL 32095
(904)728-8722



DRAINAGE IMPROVEMENTS FOR
SUNSET POINT HOME OWNERS ASSOCIATION
NEPTUNE BEACH, FLORIDA



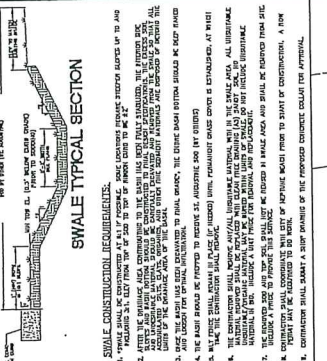
DATE 11/11/2020
PROJECT NO. 180100
DESIGNED BY J. BROWN
CHECKED BY J. BROWN
SCALE 1" = 20'

No.	Date	Revision
1		
2		
3		
4		
5		

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE

SHEET TITLE
DRAINAGE PLAN

1
SHEET



SWALE TYPICAL SECTION

- 1. ALL EXPOSED SWALE SHALL BE MADE IN A MANNER TO MAINTAIN THE WATER IMPERMEABLE AND RESOLUTION DRAINAGE... (Detailed list of construction requirements for swales, including materials, slopes, and maintenance instructions.)

- 1. ALL EXPOSED SWALE SHALL BE MADE IN A MANNER TO MAINTAIN THE WATER IMPERMEABLE AND RESOLUTION DRAINAGE... (Continuation of construction requirements for swales.)

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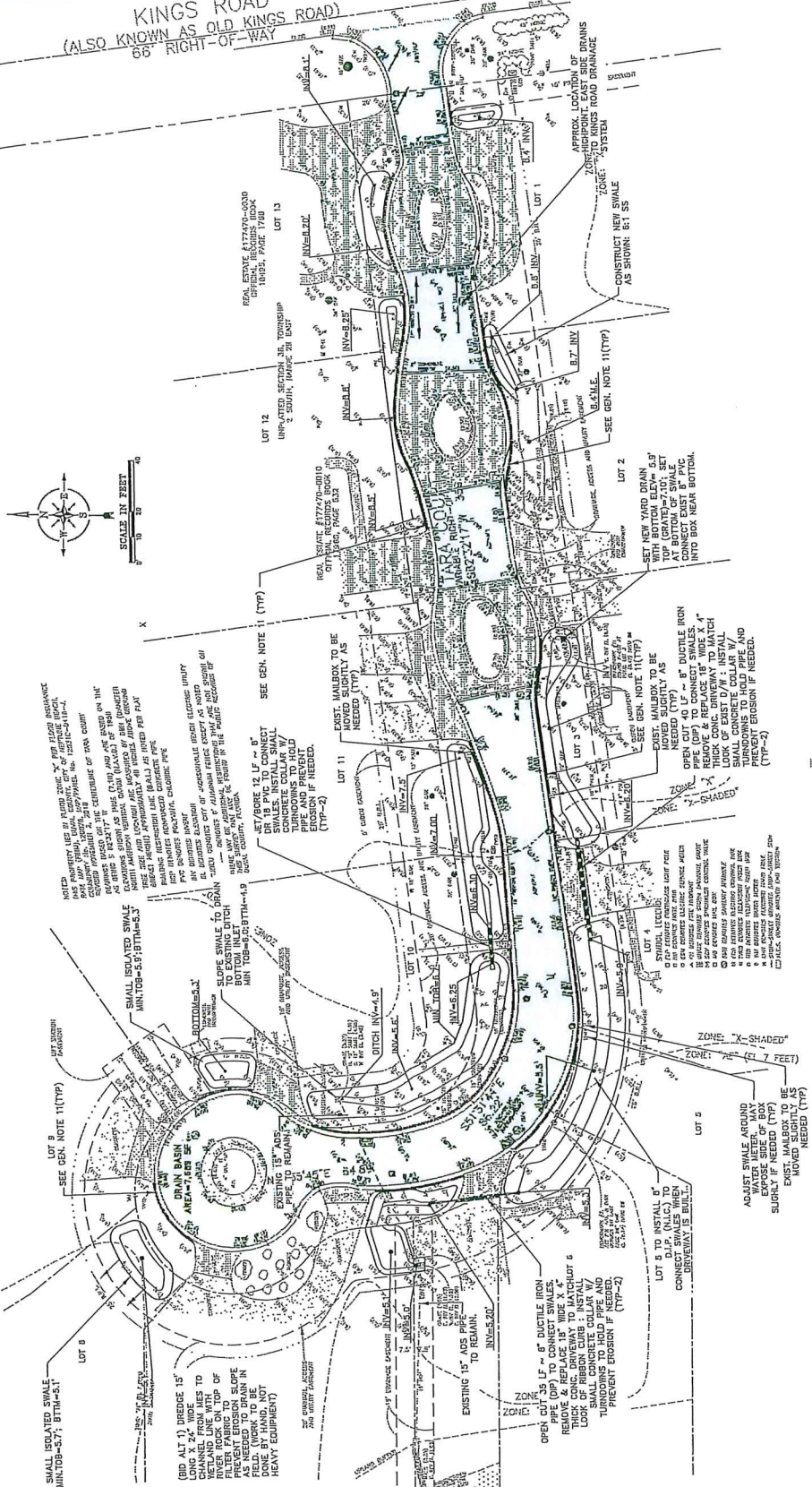
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1/2

DATE 12/1/00

PROJECT NO. 0001-26 ROAD King's Rn. S/D

STORM SEWER TABULATION FORM

COUNTY Dévas

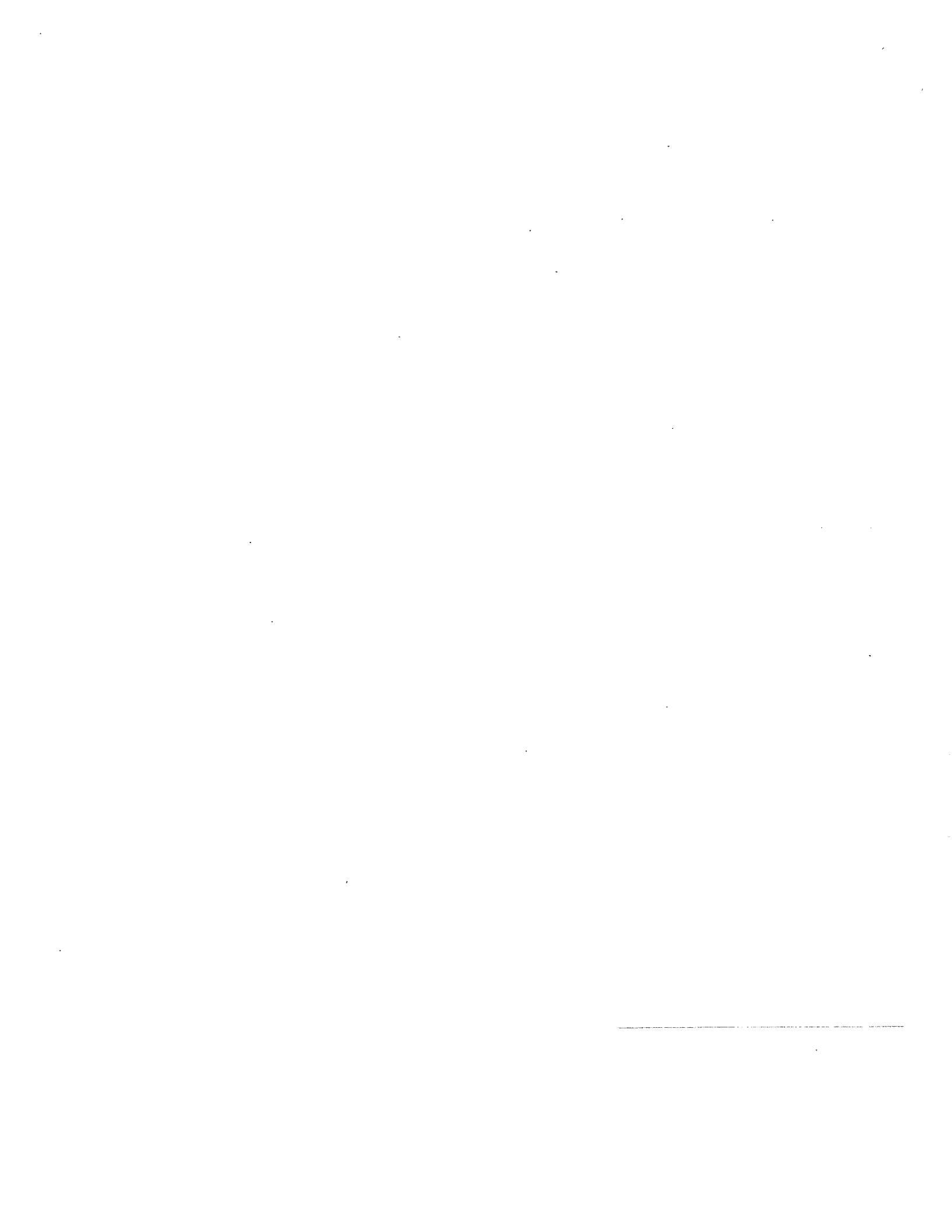
BY GAA

SHEET NO. 1 OF 1

LOCATION OF UPPER END	STRUCTURE		TYPE OF LINE	LENGTH (FT)	DRAINAGE AREA (ACRES)			TIME OF CONCENTRATION (MIN.)	TIME OF FLOW IN SECTION (MIN.)	INTENSITY	TOTAL RUN OFF	INLET ELEV FEET	ELEV. OF H.G.		DIAMETER IN.	SLOPE (X)	VELOCITY FPS	CAPACITY CFS	NOTES
	NUMBER	TYPE			INCREMENT	SUB TOTAL	TOTAL C.A.						UPPER END	LOW-FALL IN FEET					
	1	E	REP	60	1.49	1.49	0.6	20	.45	4.7	2.8	Top 6.50	5.66	5.55	.11	.19	2.2	2.8	5hr/20min
	2	E	"	72	1.09	2.58	1.0	20.45	-	4.6	4.6	Top 6.50 Slot 6.00	5.75	5.55		.33	3.0	3.4	Zone 4
	3	MIES	-	-									4.91	4.65	.29	.49	3.6	4.6	
													4.85	4.65					
													3.60	3.40	.26	0.28	2.7	3.6	
													4.65						
													4.65						
													3.40						

Attachment # 7

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BOD Minutes

3x

Attachment # 8

Sunset Point BOD Meeting December 12, 2017

Attendees:

John Pass
Stan Young
Phillip May
Chuck Brown
Andy Godwin
Kim Porter
Mike Finn
Jane Hata
Dru Lovecky
Denise Diggin
Kevin Lanahan

Meeting is called to Order at 6:33 pm

Re: Follow up to Review Engineers Proposals with Attorney

Approve Minutes:

10/8/17 Meeting with Yuro and Associates

Motion to approve by Phillip May, John Pass 2nd. Vote approved 3-0

10/17/17 Meeting with Nevin and Associates

Motion to approve by Phillip May, John Pass 2nd. Vote approved 3-0

10/31/17 Meeting with Stanley and Associates

Motion to approve by Stan Young, John Pass 2nd. Vote approved 3-0

11/13/17 Meeting with Stanley Engineers

Motion to approve by Stan Young, John Pass 2nd. Vote approved 3-0

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11/14/17 Meeting with Attorney Chuck Brown
Motion to approve by Phillip May, John Pass 2nd. Approved 3-0

16/16/17 BOD Meeting
Motion to approve by John Pass, Phillip May 2nd. Approved 3-0

Update on Ownership of Tara Court by Chuck Brown
Discussions with the Attorney for Neptune Beach are ongoing
Option for ownership still on the table:

1. The City take ownership of the street and then put Tara Court on a Priority list to bring the street up to code.
2. The HOA can have ownership of the street.
3. Some combination of the first two options.

Drainage Project

John gives an overall review of the compliance Project in terms of how it started and the lack of following proper procedures by homeowners, developer and SJRWMD.

John reviews what was done by board to try to mitigate this liability.

John distributes a copy of all the Proposals under consideration and stated that no design has yet been specified but whatever it is, it will have impact on the development. It is mainly up to the engineer and SJRWMD to determine the final approved design.

John solicits homeowners input

Andy was concerned with the water off the street coming into his driveway. John passed out a set of photos that was shown to all engineers in regard to this issue and indicated it was not just Andy's driveway, but also driveways on lot 6, 7 and 8.

John goes over all 3 Proposals (fourth proposal was eliminated because of the extremely high price) as well as the Board's assessment of engineers and their initial ideas.

John went over the final costs submitted (see last draft minutes sent out)

John solicits input from homeowners regarding easements

Discussion of possible additional easements between lots

Stan and Andy discuss the additional easements between lots and it is noted that additional easements would have to be deeded.

Vote for selection of Engineer

John Pass motioned for the approval of Nevin and Associates, Stan Young 2nd. Vote approved 3-0

Special assessment discussed

Chuck Brown suggests to include a margin for cost overruns and Stan asks to include a 1,000.00 contingency to Nevin's Proposal. BOD agrees.

Special assessment discussed by Chuck Brown. It is Chuck Brown's opinion that the assessment is required to be shared by all 13 homeowners.

John solicits homeowners input for timing of special assessment. Mike Finn recommends January 15 as opposed to January 1st to avoid typical mortgage payment due date.

Assessment of 9,950.00 for the Engineering Phase will be sent out early January, due January 15, 2018 with a 30 day grace period.

No penalties for late charges for 30 days.

Motion by Stan for the invoice date of January 15, 2017, with no late or interest penalties for 30 days. Phillip May 2nd. Motion passed 3-0.

It was repeated that this special assessment was for the design phase only. Once design was accepted by SRRWMD, bids will be evaluated for the construction phase.

Meeting Adjourned at 8:08 pm

John, Stan and Phillip

Sunset Point Board of Directors Meeting Minutes for March 24, 2020

Time: 6:30PM

Attendees: Chick Armstrong, Jason Price, Stan Young, Philip May, Donny Werhner, John Pass, Mike Finn.

Conference Call Meeting: The meeting was held via conference call organized by Kingdom Management.

Chick Armstrong opened the meeting and established a quorum. Stan Young read the minutes from the board meeting from March 13th, 2020.

Motion: Chick Armstrong moved to approve the minutes from the March 13th, 2020 meeting. Stan Young 2nd.
All in favor yes.

Drainage Excavation: Chick Armstrong had three bids for excavation to build the drainage plan designed by Nevin Engineering for Sunset Point. He focused on the lowest one from a company called A-Team Site Works. The bid was for \$59,800. The construction work was estimated to take 3 weeks. Payment is 20% down upon the start of construction; 80% to be paid 21 days after certification of the work. All bidders had a 20% cancellation fee if the contract is cancelled.

Drainage Plan Irrigation and Sod: Stan Young reviewed the bids for irrigation and sod for the project. The four bids came in at approximately \$10,000, two at \$13,000 and \$17,000. The focus was on the lowest bid at approximately \$10,460 from a company called Southeast Irrigation Solutions. This bid was about \$3000 dollars less the next closest bid, and included Floratam Sod, irrigation parts, pipes, sprinkler heads and the labor to do the work. Payment terms on the bid would be net 10 after work is complete. Insurance Certificates forthcoming.

Chick Armstrong talked about the Saint John's Water Management District and the request he made to the district to postpone work on the project. Allen Baggett from the Water District sent a letter saying that the latest he would accept the work starting would be June 30th, and it would have to be complete by July 31st, 2020.

Motion: Chick Armstrong moved to accept the bid from A- Team Site Works to excavate the swales for Sunset Point's Drainage.

Stan Young 2nd.

All in favor -yes.

Motion: Chick Armstrong moved to accept the bid from Southeast Irrigation Solutions for the sod and irrigation work for Sunset Point's Drainage.

Jason price 2nd.

All in favor- yes.

The price estimate for the project is as follows:

Excavation by A-team	\$59,800
Irrigation/sod bid	<u>10,460</u>

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Total Bids	70,260
(contingency multiplier 1.10)	
Total Assessment amount	\$ 77,286
Divided by 13 lots	\$ 5,945 per lot/homeowner

Motion: Chick Armstrong moved for a special assessment of \$5945.00 for each homeowner/lot to build a Water District approved drainage system for Sunset Point. Invoices would be net 60 due June 1st, 2020

Stan Young 2nd.

All in favor- yes.

Drainage Plan Discussions: Chick Armstrong talked about homeowners being concerned over the pandemic and the unknowns in today's environment. He explained that the Water District did give an extension to the neighborhood. He read that letter to the group, and it mandated the work be done by July 30th, 2020.

Phillip May commented that he was told lots of water was coming down the street towards lot 4, and that this plan would help that situation. Phillip May went on to request that he be allowed to dig his own swales.

Chick Armstrong replied that there was a certification necessary from the engineer, and also from the district. The project was a community project with the cost shared equally by each homeowner, and constructed by bid awardance contracts.

Phillip May asked again if Chick Armstrong objected to him doing his own swales. Chick Armstrong replied "he objected".

Stan Young commented he wanted to clarify the question. Stan Young asked Phillip May if he planned to use the HOA's Plan, the work of the HOA's Engineer, and all the costs incurred by the HOA to formulate this plan, to independently dig the swale in his yard to the specifications of the plan without any cost to him? Phillip May said he did not want to answer the question. Chick Armstrong said the board wants the contractor to do the work involving the drainage at Sunset Point. He said this was the same discussion over and over, and we need to move on to the next item. Jason Price requested that we keep John Nevin in the loop on this issue.

New Business: Chick Armstrong said he was pushing the election out another 30- 45 days because of the pandemic, and the issues presented to the board in having a meeting place. He went on to say that he'd have more information on the ballots, nominations, and the election as soon as possible.

Financial Report: Chick Armstrong requested a financial report from the Secretary Treasurer. Stan Young reported the HOA has approximately \$2000 in their checking account, \$2800 in the money market, and \$2000 in the boat dock fund. The HOA has approximately \$4,800 operating money excluding the dock funds. Traditionally the HOA has spent approximately \$1000 per month. Stan Young went on to say that they had three households that had open invoices currently, and that it was important to settle up to run for election, or vote in the next election.

Those households are:

1940 Tara at \$824.00,

1980 Tara at \$12.57, and

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2040 Tara at \$7.87 as of the February 2020 statement.

There was a conversation with Mike Finn on the amount of \$7.87 and it was to be researched. Phillip May talked about the financial difficulty some homeowners would experience with this special assessment. Chick Armstrong acknowledged that comment, and said that the reason he went to the Water District to get a postponement was for that exact reason. In reply, the District gave us a deadline.

Stan Young commented that large expenses were especially acute for seniors and retirees who are typically on a fixed income.

Motion: Chick Armstrong moved to adjourn.

Stan Young 2nd.

All in favor- yes.

The meeting was adjourned.

Stan Young

Secretary Treasurer Sunset Point HOA

PS: Hand deliver to Mrs. YM



Board of Directors Meeting for Sunset Point HOA July 11, 2020

1 message

Sat, Jul 11, 2020 at 8:33 PM

Stan Young <stan.young56@gmail.com>

To: Rebecca Armstrong <rebeccaarmstrong1@icloud.com>, Jason Price <jason.price@me.com>, Stan Young <stan.young56@gmail.com>, Phillip May <pjmay@ckmcllc.com>, Brad Morcom <bradmorcom12750@comcast.net>, Kevin Lanahan <Lanahank@nfl.jaguars.com>, Lori Roberts <loriroberts@beancountercpa.com>, Dru <dl.ccc77@gmail.com>, Mike Finn <mtfinn1966@hotmail.com>, Jane Hata <ibm51qpmc@gmail.com>, Kim Porter <kimmyprox@yahoo.com>, Stacey Price <staceymprice@me.com>, Andy Godwin <andy.godwin@jax.ufl.edu>, John Pass <jjpass3@gmail.com>, Chick Armstrong <chick3525@me.com>, Meg Godwin <megggodwin@gmail.com>, Donny Werhner <dwerhner@gmail.com>, Denise Diggin <digginchst@aol.com>

Cc: Sherrie Jarnu <mrsj@kingdommanagement.com>

Time: 10:00AM

Place: 1821 Indian Woods, NB

Attendees: Chick Armstrong, Jason Price, Stan Young, Kevin Lanahan, Jane Hata, John Pass, Dru Lovecky, Brad Morcom, Donny Werhner.

Chick Armstrong opened the meeting and established a quorum. He asked the Secretary to read the minutes from the previous meeting. Stan Young read the minutes from the meeting from June 29, 2020.

Motion: Chick Armstrong moved to accept the minutes as read.

Jason Price seconded.

All in favor - yes.

Meeting with the City on July 1, 2020

Chick Armstrong reviewed the meeting that he and several homeowners had with the City of Neptune Beach on July 1, 2020. The meeting covered several main topics.

1. *Ownership of the street... Tara Court:* The City initially denied ownership of the street at the meeting, but after presentation of letters from their attorney and plats that showed evidence otherwise; the City representatives realized that the street was owned by the City of Neptune Beach.

2. *Right-of Way Construction Issue:* The City wanted the right to bring the road up to code and wanted the drainage system to not be impacted if they chose to one day bring the street to code. John Nevin said he could design the system to allow for this accommodation.

3. *Curb and Gutter Drainage System:* Kim Porter and Andy Godwin spoke of a curb and gutter system whereby the City would put the improvements into the City budget to handle the water from the street. The City Manager Stefan Wynn said that the City did not have a way to treat the water without a pond or other viable stormwater treatment solution. A pond is not practical due to space and cost concerns.

Stormwater fees: Homeowners asked about the payment of stormwater fees and the City not providing any stormwater collection or treatment services.

There was a discussion about our options:

1. *Curb and Gutter Drainage system:* Problems included no pond, unwillingness by the City to repave and improve the street, and no viable treatment of water after it is collected without a pond.

2. *Proceed with swales and the permit as issued by the St. John's Water Management District.* Viable solution for collection and treatment of stormwater.

3. *No other options were stated.*

John Pass requested a straw poll to ascertain how many attending homeowners were in favor of the plan to proceed with the swale drainage plan and 8 homeowners were counted (7 present and 1 who had requested to be counted as in agreement).

The best option as stated by Chick Armstrong is to proceed with the swales and the permit as issued by the St. John's Water Management District.

Motion: Chick Armstrong moved that the Board of Directors approve the submittal to the City of Neptune Beach Florida a revised storm water treatment plan by which the City grants approval for the use of the right of way as in building permit # 20200425, with revisions represented by Nevin's Engineering geometry plan submitted to the city on July 2, 2020.

Stan Young Seconded.

All in favor- yes.

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ARB:

There was a discussion on the ARB and what can be done better in the future. Problems included:

1. Group could not easily meet.

2. No invites to homeowners to attend meetings.

3. No minutes or infrequent minutes.

John Pass commented that delinquent homeowners should not be on the ARB. There was a consensus that the ARB could operate a lot smoother and more efficiently from many attending the meeting. There were 5 nominations and Chick Armstrong made a motion to include all five.

Motion: Chick Armstrong moved to appoint the following 5 people to the Architectural Review Board for 2020.

Brad Morcom, Dru Lovecky, Mike Finn, Donny Werhner, Stacy Price.

Stan Young Seconded.

All in favor - yes.

Chick Armstrong requested that Dru Lovecky initiate the first meeting in the next few days, and the ARB choose a leader and a secretary at that meeting.

Budget Preparation for 2020:

Stan Young talked about the main items to affect the budget for 2020. The big ones were legal expense, landscaping expense, engineering/drainage expense, and management expense. Of the four items, it was noted that legal and drainage related items were expected to rise. Stan Young was assigned to work on the budget for 2020 and present a working copy by the next meeting.

Chick Armstrong moved to adjourn.

Jason Price seconded.

All in favor - yes.

Stan Young

Secretary/Treasurer Sunset Point HOA

NOTE TO CITY OF NEPTUNE BEACH

SIGNED ROW EASEMENT AGREEMENT FOR LOTS 12 AND 13 WILL BE INCLUDED IN THE ROW APPLICATION

JOHN PASS



Sunset Point HOA - R/W Use Permit

1 message

Stefen Wynn <cm@nbfl.us>

Tue, Jul 6, 2021 at 6:41 PM

To: jjpass3@gmail.com <jjpass3@gmail.com>

Cc: John Nevin <jnevin.engineering@gmail.com>, Kristina Wright <cdd@nbfl.us>, Jim French <dpw@nbfl.us>, Piper Turner <piperturner@nbfl.us>, Cheryl Bäck <acm@nbfl.us>

Hi John,

During discussions last Fall, the City requested revisions be made to the drainage swale plan. The HOA complied with the requirement to move the proposed swales out of the city's right of way for the swale located at Lot 8. Most of the swales located at Lot 10, but not at the swale located between Lots 10 & 11, were moved out of the City's Right of Way. The City left a virtual meeting with the impression that the swale at Lot 10 & 11 would be moved further to the North and out of the City's Right of Way. After the HOA allowed the permit to expire without construction starting, it kicked off a new review process for a new permit.

Upon internal review of the new permit application, the City found the following issues with the application: 1.) The signatory of the permit was from a former resident of the HOA; 2.) The site plan accompanying the permit erroneously has Lots 12 & 13 listed as lots within the Sunset Point Subdivision and that doesn't match with the original plat for the Sunset Point Subdivision, to the extent that there's been a document incorporating them into the HOA, please provide us with that document; 3.) Opportunity for further review revealed that the application deviates significantly from the requirements of §27 Art. XII *Stormwater Control Ordinance* and therefore requires a variance from the City's Code; 4.) In order to afford the City protections, an encumbrance placed on the new plat that places a commitment from the HOA to maintain the proposed non-conforming drainage swales in perpetuity.

After discussing with you this afternoon, the City is presenting you with two options on how to proceed with permitting.

Option 1: Variance & Replat

Variance

The first step is to fill out the attached request for **variance application**, the deadline to return a completed form is Friday, July 9th. The Variance is from §27 Art. XII *Stormwater Control Ordinance*, since there is no specific path forward for variances from the stormwater control ordinance and this situation doesn't fall under the exemptions found in §27-517, the HOA would need to follow the provisions of §27-141 *Variances, Generally*.

It should be noted that if you have a survey from late-2019, we'll waive the one-year old or newer requirement.

Unfortunately, this variance would need to be heard by the Community Development Board (CDB) prior to being considered by the City Council (§27-141 *Variances Generally*). The earliest that it can be heard by the CDB would be August 11th. If the CDB recommended approval to the Council, it would be considered by the City Council on September 7th (September 6th is Labor Day).

Replat

After the Sunset Point HOA receives an approved variance, then you would need to complete a replat. The current plat for the Sunset Point HOA, recorded February 6, 2002 shows that the subdivision only contains 11 lots. Properties associated with the physical addresses: 1910 & 1930 Tara Court were not part of the Sunset Point Subdivision Plat. 1910 Tara Court is currently owned by Jason and Stacy Price, with a legal description of: B DE Castro Y Ferrer Grant, recorded in official records 18495-1768. 1930 Tara Court is currently owned by Brian Phillips II and Elizabeth Gautier, with a legal description of: B DE Castro Y Ferrer Grant, recorded in official records 19479-175.

In order to get a "Blanket" Drainage Easement over the City's Right of Way, you would need to complete a replat that includes the two lots listed on your most recent design as Lots 12 (1930 Tara Court) & 13 (1910 Tara Court). The replat should also have an added encumbrance that shows the drainage easement. Unfortunately, all signatories for the new plat are the property owners that are affected by the replat and would need to be reflected on the plat needed for the county clerk of the courts. Your first step would be to hire a surveyor to construct a proposed plat with all of the lots and verbiage (including the new encumbrance for the drainage easement) that goes with it. The proposed plat needs to accompany the original plat and the attached **Development Plan Review Application** (replat form) for submission to the CDB. If approved by the CDB, the proposed replat would go to the City Council for final approval. Then two copies of the replat on mylar sheet needs to be presented for signatures so that it can be recorded downtown with the county clerk of courts office.

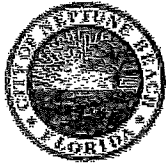
Once that is completed, a right of way permit can be executed. However, it should be noted that any changes or modifications during construction may need to go through another internal city process to review for consideration of approval.

Option 2: Vacate & Replat

This is the most expeditious path forward and involves the least amount of work for a surveyor or attorney. The requirement for a Right of Way permit from the City is dependent upon Tara Court being a public right of way. Should Tara Court be a private street owned entirely by the individual owners of the Sunset Point HOA or the Sunset Point HOA itself, the requirement for a right of way permit and a variance from the stormwater control ordinance cease to exist. The HOA would still need to get permitting from the SJRWMD, but would no longer need a r/w permit from the City of Neptune Beach. You could also construct the swales any way that you'd like to with the approval of the SJRWMD. The caveat is that the City would no longer be responsible for the maintenance or care of the right of way in Tara Court, that responsibility would be on the Sunset Point HOA.

The process to complete this is similar to the replat mentioned above and the attached **Development Plan Review Application** would need to be completed. The city would vacate or abandon the Tara Court Right of Way under the provisions of §18-5 *Abandoning or private use of public property or rights of ways*, and would require a supermajority approval of the City Council. Depending on when we receive the materials, the Community Development Board could hear a recommendation for approval on August 11th, but only if the City receives all necessary items by July 9th (we may be able to extend the deadline for this, but need to be cognizant of the public notice requirements).

In this circumstance, any changes or modifications made during construction would only need to be approved by the SJRWMD. Further, the HOA could gate the community and do whatever it pleases with community owned property within the boundaries of the subdivision.



Stefen Wynn, M.P.A.

Neptune Beach City Manager

Phone: (904) 270-2400; ext. 32

Fax: (904) 270-2526

Email: CM@nbfl.us

116 1st St.

Neptune Beach, FL 32266

www.ci.neptune-beach.fl.us



Sec. 27-519. - Stormwater requirements.

- (a) *Compliance with state and other regulations.* All sites, facilities, and stormwater management systems shall comply with the applicable rules of the Florida Department of Environmental Protection (Ch. 62-330, F.A.C., Ch. 62-621.300, F.A.C., and Ch. 62-624 F.A.C and rules and handbooks of the St. Johns River Water Management District (Ch 40C-4 F.A.C., Ch. 40C-40 F.A.C., Ch. 40C-41 F.A.C., Ch. 40C-42 F.A.C., Ch. 40C-400 F.A.C.). These rules and handbooks are hereby incorporated by reference, but shall not supersede the city's ordinances.
- (b) *Conveyance system design:*
- (1) The rational method utilizing the FDOT storm tabulation method shall be used unless otherwise approved by the city manager or designee.
 - (2) A minimum time of concentration of ten (10) minutes shall be used.
 - (3) For minor collection systems, driveway culverts, side drains and subdivision storm sewers the five-year frequency storm shall be used.
 - (4) For outfalls from stormwater management systems such as retention or detention systems and cross drains the twenty-five-year frequency storm shall be used.
 - (5) The minimum acceptable pipe velocity is 2.5 feet per second (fps) flowing full. If this is a physical impossibility, an absolute minimum hydraulic velocity of 2.0 fps for full flow should be obtained with the prior approval of the city manager or designee.
 - (6) The maximum velocity shall be kept below ten (10) fps.
 - (7) The maximum allowable velocity at the point of discharge is 2.5 fps unless energy dissipation is provided. If the outfall discharges into a still body of water, submergence of the outfall by at least two-thirds of the diameter may be considered as energy dissipation.
 - (8) When hydraulic calculations do not consider minor energy losses, the elevation of the hydraulic gradient for the design storm condition should be at least 1.0 feet below the gutter, grate elevation or ground elevation. Minor losses will be considered when the hydraulic gradient velocity exceeds six (6) feet per second or lower on critical systems. When minor losses are calculated, it will be acceptable for the hydraulic gradient to reach two-tenths of a foot (0.2') below the gutter elevation, grate elevation, or ground elevation.
- (c) *Stormwater management facilities:* All stormwater management facilities such as detention and retention systems shall be designed and constructed to control the mean annual, five-year frequency twenty-four hour duration and the twenty-five-year frequency twenty-four hour duration storm events. All stormwater management facilities shall have a positive discharge and outfall except as approved by the city manager or designee. All stormwater management facilities intended for dedication to the city shall provide a minimum twelve (12) feet of clear access on all sides suitable for maintenance vehicles except as approved by the city manager or designee. Project sites less than five (5) acres may use either the rational method or a soils conservation service (SCS) method. Project sites five (5) acres and greater shall use a SCS method. SCS methods shall use the Type II Florida Modified Distributions with rainfall amounts from the St. Johns River Water Management District Technical

Publication SJ88-3. All stormwater management facilities must recover to its design low water stage within seventy-two (72) hours. To provide the city with assurances, case permeability test must be performed for every 0.5 acres of retention area and at each retention location at the same elevation as the proposed bottom of the basin and a safety factor of two (2) shall be applied to the design. A groundwater mounding analysis shall be required to demonstrate recovery of all retention areas. All stormwater management systems shall have a one-foot minimum freeboard required at all points for all required storm events, and shall have an emergency overflow which will direct the water to a suitable drainage system. Banks shall be sloped no greater than one (1) unit vertical to five (5) units horizontal, unless privately owned and permanently fenced, in which case the slope may be increased to one (1) vertical per three (3) horizontal units. Steeper slopes shall be bulkheaded with nondeteriorating materials of sufficient strength to support the active and passive earth pressures retained. Pumps used for stormwater shall not be allowed for facilities intended for dedication except as approved by the city manager or designee. Stormwater pumps, forcemains and appurtenances shall be maintained and owned by the property owner or home owners' association, and shall not be intended for dedication to the city. Underground stormwater management facilities such as vault or chamber-type systems shall have suitable provisions for inspection, maintenance, and cleaning. Underground stormwater management facilities shall be maintained and owned by the property owner or home owners' association, and shall not be intended for dedication to the city.

- (d) *Streets and road drainage:* Curbs and gutters shall be constructed along the edges of all street pavements for all new development and redevelopment. The distance between curb inlets shall not exceed five hundred (500) feet. The capacity of standard curb inlets shall be no more than 3.5 cubic feet per second (cfs) per throat unless otherwise approved by the city manager or designee. The minimum gutter slope shall be at least 0.005 ft/ft. The city manager or designee may allow, with prior approval, the use of ribbon curb to accommodate road side swales when used as part of a low impact developments (LID) project that incorporate reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods Program in new landscaping. The maximum side slope for these swales shall be 3:1, the maximum allowable velocity shall be two (2) fps unless soil conditions indicate a lower velocity or structural erosion control protection is provided, and a minimum shoulder width of six (6) linear feet is provided. Rights-of-way with streets and roads without curb and gutter shall be private and will not be dedicated to the city.
- (e) *Attenuation:* All new developments and redevelopments shall be required to attenuation both peak discharge rate and volume to the historical pre-development flow rates and volume of discharge for the mean annual storm event, five-year frequency twenty-four hour duration storm event and the twenty-five-year frequency twenty-four hour duration storm event.
- (f) *Stormwater treatment:* All new developments and redevelopments shall provide treatment that meets or exceeds the minimum level of stormwater treatment in Chapter 62-40.432(2), F.A.C. and the applicable design criteria for stormwater management systems established in the rules and handbooks of the SJRWMD. The level of treatment for all new developments and redevelopments located within a basin that discharges to a state listed impaired waterbody shall be equal to "net improvement" as required by Section 373.414(1)(b)(3). This means that the post-development

stormwater pollutant loading for the pollutant causing the impairment must be less than the existing stormwater pollutant loading from the site. Pervious and semi-impervious pavements are required to provide treatment. Additional treatment may be required to comply with other state or federal agencies. All new developments and redevelopments shall provide provisions to prevent the escape of floatable materials prior to discharge from the site.

- (g) *Illicit discharges and illicit connections:* Non-stormwater discharges, illicit discharges and illicit connections such as the discharge of spills and the dumping or disposal of materials other than stormwater into stormwater systems and the city's municipal separate storm sewer systems (MS4) shall be prohibited.
- (h) *Stormwater related inspections:* All properties and facilities contributing to or discharging into the city's MS4 shall grant city personnel access to the property, buildings, and the facilities to perform inspections, surveillance and monitoring procedures necessary to determine compliance with the city's MS4 permit.
- (i) *Adjacent impacts:* All new developments and redevelopments shall provide assurance that adjacent or nearby properties not owned or controlled by the applicant will not be adversely affected by drainage or flooding.
- (j) *Private stormwater systems:* All new developments and redevelopments with private stormwater systems and facilities shall designate an operation and maintenance entity in accordance with the requirements of the SJRWMD that is capable of effectively operating and maintaining such systems and facilities.
- (k) *Low maintenance zone:* Shall be a minimum of six (6) feet from any pond, stream, watercourse, lake, wetland, swale, retention system, detention system, stormwater inlet, curb inlet or seawall. Appropriate vegetation shall be selected, planted, and maintained to minimize fertilization, watering, erosion, and mowing. Floatable materials such as mulch shall be prohibited in the low maintenance zone. Initial planting shall achieve at least seventy-five (75) percent coverage and shall achieve a ninety-five (95) percent coverage within the first six (6) months after planting to prevent erosion. All exposed soil shall be stabilized to prevent erosion. Cut vegetative material or yard debris shall not be deposited or left remaining in the low maintenance zone. Fertilizers shall only be minimally used when a soil test and leaf tissue test demonstrate that nutrients are needed for the vegetation to grow and survive. Herbicides, aquatic weed control, and pesticides shall not be used in the low maintenance zone.
- (l) *Storm sewers and culverts:* For all storm sewers, driveway culverts, cross drains and side drains within rights-of-way and intended for dedication to the city shall use reinforced concrete pipe (RCP) class III, IV, or V, precast box culverts, or built-in-place concrete box culverts, terminating with headwalls, mitered end sections, or flared end sections or as approved by the city manager or designee, and shall have a minimum pipe size of fifteen (15) inches round or fifteen (15) inches elliptical equivalent. All storm pipes in paved areas shall have a minimum cover of eighteen (18) inches from the top of the bell to the bottom of the pavement base. All storm pipes in unpaved areas shall have a minimum cover of eighteen (18) inches from the top of the bell to the finished grade. The maximum length of

pipe without an access structure shall be four hundred (400) feet. Joints and joint material for reinforced concrete pipe shall be "O-ring" for round pipe or "ram-nek" for elliptical pipe, and shall include a twenty-four-inch band of filter fabric (one (1) foot on each side of joint) wrapped around each joint for all storm sewers intended for dedication to the city. Driveway culverts and cross drains shall extend a minimum of eight (8) feet on each side beyond the edge of pavement of the road. Driveway culverts and side drains not intended for dedication that will be privately maintained may use alternate pipe materials when approved by the city manager or designee. Upon completion of installation, the contractor shall test all flexible pipe for deflection. Pipe deflection shall not exceed five (5) percent. Testing equipment and test supervision will be provided by the contractor. Testing will be done using a mandrel having a diameter equal to ninety-five (95) percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices or re-rounders. Any device for measuring deflection must be approved by the city manager or designee. Side drain applications, for lengths less than forty (40) feet, visual inspection methods, such as lamp testing, for deflection may be allowed.

- (m) *Operation and maintenance assurances:* The legal maintenance entity shall ensure that the "operation and maintenance inspection certification" as required by the SJRWMD is completed in a timely manner, and, a copy is maintained on-site and made available to city inspectors upon request.
- (n) An owner of land that has historically received natural drainage discharges from adjacent higher lands shall be obliged to continue to receive and convey such flows, but the owner of the higher land shall not change the manner, peak flow rates, or location of such historical naturally occurring drainage flows without the express written approval of the owner of the lower land. No obstruction to existing drainage will be permitted unless approved by the city manager or designee. This includes flow in streams, ditches, overland flow, underground flow, flow in pipes, or flow in floodplains. When a development or redevelopment constructs a drainage system to accept the private off-site upstream drainage, unless dedicated and accepted by the city, the property owner, the homeowners association or other acceptable entities as approved by the city, shall maintain the system. Drainage systems downstream of a proposed development or redevelopment shall have the capacity or hydraulic gradient to accept the proposed developments discharge, or that the proposed development improves the downstream drainage system. The city shall not be liability for any damage, drowning or any other personal damages caused by flooding, drainage or discharges including, but not limited to, blockage, dam failure, conveyance failure, structural failures, maintenance issues, wash-outs, erosion or excess flow. When downstream conditions will not accept runoff from the appropriate storm-existing conditions or other special instances, the development will be required to provide a drainage system which will not increase flooding downstream. Accordingly, the city manager or designee may require the developer to analyze the downstream drainage system.
 - (1) If there are known flooding problems, approval of off-site stormwater discharge shall be based on:
 - a. Maintaining existing peak discharge(s) and stage-discharge relationship(s) at the site discharge location(s) as well as the timing, duration, and volume of existing off-site discharge(s);

- b. A demonstration that peak discharge(s) and volume release(s) from the site will not increase flood velocities off-site; or
 - c. Providing improvements along entire discharge path (in recorded easements, unless approved otherwise by the city manager or designee) to the receiving waters.
- (2) Known flooding problems are those which pose an imminent threat to public safety and/or property including loss of human life, blockage of evacuation and/or emergency vehicle routes, and/or flooding of homes, buildings, or roadways as evaluated by the following criteria:
- a. Home/building flooding for any storm;
 - b. Overtopping existing conveyance ditches and swales;
 - c. Insufficient or lack of positive outfall;
 - d. Closed basins or standing water in areas or conveyances for more than twenty-four (24) hours after an event.
 - e. Impaired, existing, off-site conveyance systems not designed to handle larger storms flows.
 - f. Roads being overtopped by flood stages based on the appropriate design event and over topping of the roadway of greater than one (1) foot based on the 100-year, twenty-four-hour event; or
 - g. Roads being overtopped by flood stages based on the appropriate design event and over topping of the roadway of greater than one-tenth of a foot based on the 25-year, twenty-four-hour event; or
 - h. Road being closed to traffic due to flooding; or
 - i. Greater than one-half of a foot per one hundred (100) feet of head loss across a stormwater conveyance structure for the appropriate design events.
- (o) *Soil borings*: Shall be required for all stormwater management systems including all retention and detention systems, and will include one (1) boring per 0.5 acres of system surface area. A minimum of one (1) boring will be required for each stormwater management facility location. The boring shall be taken to a depth at least fifteen (15) feet below the stormwater management facility bottom, and shall include information to show confining layers, encountered groundwater levels, and wet season high-water elevations.
- (p) The minimum finish floor elevation for habitable living spaces should be eighteen (18) inches above the highest adjacent centerline of road or top of curb, whichever is greater, and all other finished floor elevations should be at least twelve (12) inches above the highest adjacent centerline of road or top of curb, whichever is greater.
- (q) *Flood zone and flood-prone areas*: Any site (including residential lots) adjacent to a stream or river must be evaluated to assure that no blockage occurs in the floodplain. In the event a 100-year flood zone, as shown on current FIRM MAPS, or delineated by the best available data, or ten-year flood zones indicated in current Flood Insurance Study data or by other best available data is to be filled.
- (1) Adequate storage area must be provided to hold the same quantity of water that the flood area did prior to filling;

the groundwater table is closer than twenty-four (24) inches below the lowest finished bottom elevation of road base course for any roadway. The "iron-oxide" lens in the soil may be used as an indicator of the usual high pre-development groundwater elevation. Should underdrain quantities be adjusted in the field during construction the developer's engineer shall revise the construction plans accordingly and submit revised signed and sealed plans to the city. The size of the underdrain required shall be determined using accepted engineering practices. The minimum size acceptable is six (6) inches in diameter, and the minimum slope shall be 0.004 ft/ft.

- (u) *As-built or record drawings:* "As-built" or record drawings signed and sealed by a Florida registered professional must be submitted and approved for all stormwater management and collection systems intended for dedication.
- (v) Additional criteria may be added by the city as deemed appropriate on a site by site bases by the city manager, city engineer, city council or designee.

(Ord. No. 91-1-5, § 2, 5-6-91; Ord. No. 1998-31, § 1, 12-7-98; Ord. No. 2013-02, § 7, 6-10-13)

Piper Turner

From: JJ PASS <jjpass3@gmail.com>
Sent: Friday, December 24, 2021 8:35 AM
To: Piper Turner
Cc: Chuck Brown; zachary.roth@ansbacher.net; Jason Price; Stan Young (stan.young56; JJ PASS)
Subject: Sunset Point Lot 12 ROW
Attachments: Document_2021-12-23_184219.pdf

Piper, here is second signed ROW agreement. I will include both in our ROW permit application.

John Pass

----- Forwarded message -----

From: **Jason Price** <jason.price@mac.com>
Date: Thu, Dec 23, 2021, 6:45 PM
Subject: Lot 12 ROW
To: JJ PASS <jjpass3@gmail.com>, Stan Young <stan.young56@gmail.com>

Sent from my iPhone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This instrument was prepared by and upon recording should be returned to:

Crabtree Law Group P.A.
8777 San Jose Blvd.
Building A, Suite 200
Jacksonville, FL 32217

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT ("Easement Agreement") is made this 22 day of Dec, 2021 by **BRIAN KIRBY PHILLIPS II** and **ELIZABETH DARRAH GAUTIER**, husband and wife, whose address is 1930 TARA CT., NEPTUNE BEACH, FL 32266 (the "Grantor") and the **CITY OF NEPTUNE BEACH**, whose address is 116 First Street, Neptune Beach, Florida 32266 (the "Grantee" and together with Grantor referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real property located in Duval County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property");

WHEREAS, Grantee is the owner of the abutting roadway known as TARA CT; and,

WHEREAS, Grantor desires to convey to Grantee a Right of Way for purposes of traffic control and roadway infrastructure over the Property to Grantee in exchange for the Grantee allowing connection and development of stormwater management infrastructure located at TARA CT on to the Property;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Easement.** Grantor hereby grants to Grantee the Easement which shall be a perpetual non-exclusive easement on, over, and across the front five (5') feet of the Property abutting TARA CT. for purposes of traffic control and maintaining, operating, repairing, and replacing any concrete apron and curbing located on TARA CT. (hereinafter the "Easement Area")

3. **Maintenance and Damage.** Grantee agrees that any and all infrastructure installed by Grantee over or under the Easement area, and any maintenance and repairs of thereof, shall be made at Grantee's sole cost and expense and in a good workmanlike manner.

4. **Controlling Law and Venue.** In the event of a dispute or claim arising out of this Easement Agreement, the Parties agree first to try in good faith to settle the dispute by direct discussion. This Easement Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida. If this is unsuccessful, the Parties may enter into mediation in Duval County, Florida, with the Parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving the dispute, the Parties may proceed to litigation as set forth below. Any dispute, action or proceeding arising out of or related to this Easement Agreement will be exclusively commenced in the state courts of Duval County, Florida. Each Party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. The Parties hereby waive all rights to trial by jury for any litigation concerning this Easement Agreement. Unless otherwise agreed in writing, the Grantee shall be required to continue its obligations under this Easement Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

5. **Severability.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

6. **Binding Effect.** The easements, rights, benefits, and obligations set forth herein shall create servitudes running with the land, and shall bind and inure to the benefit of Grantor (and subsequent owners of the Property) and Grantee, and their respective heirs, devisees, legal representatives, and successors. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

“GRANTOR”

Witnesses:

By: *Jan Robertson*

Printed Name: Jan Robertson

By: *Ashton Doud*

Printed Name: Ashton Doud

By: *[Signature]*
BRIAN KIRBY PHILLIPS II

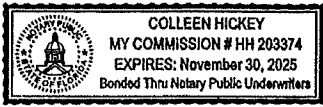
By: *[Signature]*
ELIZABETH DARRAH GAUTIER

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of December 2021, by BRIAN KIRBY PHILLIPS II and ELIZABETH DARRAH GAUTIER, who are both [] personally known to me or both produced Drivers License as identification.

Colleen Hickey
Signature of Notary Public

Colleen Hickey
Printed Name of Notary Public



(SEAL)

Signed, sealed and delivered
in the presence of:

“GRANTEE”

CITY OF NEPTUNE BEACH, a local unit of
special purpose government

Witnesses:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

By: _____

Representative of Neptune Beach, Florida

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization this ____ day of _____, 2021, by
_____, authorized Representative, on behalf of, the CITY OF
NEPTUNE BEACH, who is personally known to me or who has produced
_____ as identification. If no type of identification is
indicated, the above-named person is personally known to me.

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

(SEAL)

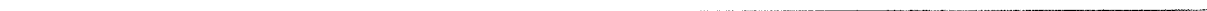


Exhibit A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DUVAL AND STATE OF FLORIDA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LAND SITUATE IN DUVAL COUNTY, FLORIDA:

A PART OF THE CASTRO Y FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF LOT 11, SUNSET POINT, AS RECORDED IN PLAT BOOK 54, PAGES 93 AND 93A OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTH 89° 56' 30" EAST, ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 1230, PAGE 256 OF SAID PUBLIC RECORDS, A DISTANCE OF 102.27 FEET; THENCE SOUTH 06° 22' 02" EAST, A DISTANCE OF 137.04 FEET TO THE NORTH RIGHT OF WAY LINE OF TARA COURT, (A RIGHT OF WAY VARIABLE WIDTH); THENCE SOUTH 82° 58' 26" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF AFOREMENTIONED LOT 11; THENCE NORTH 07° 00' 00" WEST, ALONG SAID EAST LINE, A DISTANCE OF 149.44 FEET TO THE POINT OF BEGINNING.

Parcel ID Number: 177470-0010

Otherwise referred to as: 1930 Tara Ct., Neptune Beach, FL 32266
