



AGENDA (Amended)
Regular City Council Meeting
Monday, June 3, 2024, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Employee Recognition - Emergency Communications Officer Stephanie Allen -25 Years of Service
3. APPROVAL OF MINUTES
 - A. **May 6 2024, Regular City Council Meeting**
May 20, 2024, Special City Council Meeting
May 20, 2024, Workshop City Council Meeting p. 3
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT p. 5
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. **V24-02**, Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060). The applicant requests a variance from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property, rather than the required ten-foot side yard setback. The property is in the C-3 zoning district. p. 17
 - B. **DP24-02**, Application for Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060). The applicant requests a Development Plan approval to permit a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables. The property is in the C-3 zoning district. p. 17
 - C. **P24-04**, Application for Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast. The property is in the CBD zoning district. p. 68
DEFERRED BY APPLICANT
8. ORDINANCES / NONE

9. OLD BUSINESS / NONE

- A. Consideration of Approval of Purchase of Water Trailer from Tree Conservation Fund

p. 116

10. NEW BUSINESS

- A. Consideration of Approval of Milling and Paving Portions of Myrtle Street, Midway Street and Kings Road

p. 127

- B. Consideration of Approval of Engineering Support Services for Public Works Yard Roofs Project

p. 175

11. COUNCIL COMMENTS

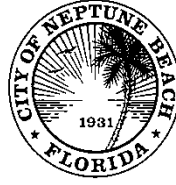
12. ADJOURN



Residents attending public meetings can use the code **DD14** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

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

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



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, MAY 6, 2024, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, May 6, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

Mayor Elaine Brown	City Manager Richard Pike
Vice Mayor Kerry Chin	City Attorney Zachary Roth
Councilor Lauren Key	Chief of Police Michael Key
Councilor Nia Livingston	Community Development Director Heather Whitmore
Councilor Josh Messinger	Public Works Director Deryle Calhoun
	Parks and Sustainability Director Colin Moore
	City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge	Mayor Brown called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.
Police Chief Comments	Chief of Police Michael Key reported that four police officers were killed in Charlotte, NC and four were wounded in an incident on April 29. One of the shooters was seventeen years old. He hopes this type of evil never finds our community. He thanked our public servants and officers for the job they do and asked for a moment of silence for the officers who lost their lives.
Clerks Proclamation	Mayor Brown presented City Clerk Catherine Ponson a proclamation recognizing May 5-11, 2024, as Municipal Clerks Week.
Community Garden	Kira Mauro, Community Garden Manager, stated the organic community garden had been located in Jarboe Park since its inception in 2008. They currently serve 24 individuals, family and school plot holders. They host pollinator areas, a small children's garden, and monthly classes which are partnered with the University of Florida, Institute of Food and Agricultural (UF IFAS). They are licensed as a nursery. At present, three-fourths of the plot holders are Neptune Beach residents and a vast majority live within one mile of the garden. There is currently a monthly workday and open house every first Saturday of the month from 9 a.m. until noon, which includes children's activities. They are also recruiting for any teachers interested in engaging in ongoing children's activities. Ms. Mauro reported that the children's garden is alive and well. There have been some recent aesthetic changes. It is a very well supported part of the garden and the most visited. Vice Mayor Chin stated there were emails and controversy over the installation of items that could be used to play music.

Ms. Mauro stated that in 2020, a local scout troop donated a mud kitchen. They also donated a music wall, which was constructed with a base of wood and a pipe organ made of PVC pipe and other recycled musical elements. They were told to remove it as it was unsightly.

Councilor Key asked Ms. Mauro what Council could do to help support improving the children's garden? She stated she would personally give \$100 towards any improvement or redoing any musical features, as that was most popular. There are other people in the community that would donate.

Ms. Mauro continued that there were mature plants on order that would be going in as a hedge between the children's garden and the canal facing Florida Boulevard. She also added that she could bring a plan for any future construction to the children's garden to City Administration.

Ms. Mauro commented that DIG Local, which runs the community garden, accepts donations, both in-kind and financial.

Councilor Messinger stated he would match Councilor Key's donation.

Rory Diamond
Comments

City of Jacksonville Councilmember Rory Diamond, District 13, and Neptune Beach resident, 1515 Ocean Front, reported on various projects in the area. He advised that the Penman Road project has had changes, and he would be sharing the plan as soon as he receives it. He also added that the path at Jarboe Park would be completed and he is also proposing the improvement of the lifeguard station.

APPROVAL OF MINUTES

Minutes

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

April 1, 2024, Regular City Council Meeting
April 15, 2024, Special City Council Meeting
April 15, 2024, Workshop City Council Meeting

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

PUBLIC COMMENT

Public Comment

Miriam (Doodle) Cinotti, 1031 Marvone Lane, Neptune Beach, spoke regarding the Senior Activity Center, clarity on e-bikes, and the Penman Road project.

David Wicker, 427 South Street, Neptune Beach, requested the status of the South Street study. He also commented on e-bikes, the children's garden, and the possibility of a dog park.

CITY MANAGER REPORT

City Manager Report	City Manager Richard Pike reported he and CFO Jaime Hernandez met with each department head. Departments are currently at less than fifty percent of their budget. He also stated that a code enforcement officer had been hired.
Public Works Report	Public Works Director Deryle Calhoun reported that the City had passed water toxicity tests and gave an update on that process. He also reported on the upcoming permit renewals and the stormwater model.
City Attorney Comments	City Attorney Zachary Roth announced his resignation as City Attorney. He submitted a notice of resignation letter stating his and the Ansbacher Law Firm's resignation dated May 6, 2024. He thanked Council and added he would stay as long as it takes to find a replacement.
Police Chief Comments	Chief Key announced four letters of commendation had been issued from Sergeant William Torres recognizing Neptune Beach Police Officers Kelly Camacho, Joseph Dzamko, Jason Haines, and Darren Jensen. Chief Key also reported that the new Neptune Beach Police Department has received the 2024 Innovation Award for their new badge. The award was named by the Network Association of Uniform Manufacturers & Distributors (NAUMD).

ORDINANCES

Ord. No. 2024-03, Spending Threshold	<u>Ordinance No. 2024-03, Second Read and Public Hearing.</u> An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Article VI, Section 2-378, Written Request to Council; Approval; Bid Invitations; Providing for Severability; and Providing an Effective Date.
Public Hearing	Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed. Made by Messinger, seconded by Key.

MOTION: TO ADOPT ORDINANCE NO. 2024-03, AMENDING CHAPTER 2, ARTICLE VI, SECTION 2-378

Roll Call Vote:

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

Noes: 0

MOTION CARRIED**OLD BUSINESS**

Dancin' in the Street	<u>Dancin' in the Street Event.</u> Chief Key expressed that from the police security standpoint, which is his role, he looks at the stipulations and ensures there is a safe event. He added that he requested the postponement of approval, at the last Council meeting, to give more time to vet some of the security concerns. He commented that the mission of the Dancin' in the Street festival is for the Beaches Town Center Agency to charity fundraise to increase funds to be put back into the Beaches Town Center to beautify our downtown area. Other businesses have put forth to extend the premises to serve alcohol. This ultimately has grown the footprint of the event. Those concerns were expressed at the last meeting. The Local, Sliders and Lemon Bar are the businesses.
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He advised Council that if the extension of premises are to be granted, he would have to contribute funding towards security of Dancin' in the Street with City funds. His take on this is, if he is going to absorb, contribute, or make any obligation to try to make the security correct and adequate, he recommends that the other organizations that want to participate, as well as the Beaches Town Center Agency, also contribute. He is comfortable with the security stipulations he has submitted to the City Manager.

Vice Mayor Chin questioned how the Police Chief contributing is different in Line 12 of the Conditional Letter of Approval where it states, "Promoter must hire 20 off-duty police officers at \$55.00 per hour."

Chief Key answered that the promoter, the Beaches Town Center Agency, would be funding the costs of the 20 officers. Those 20 officers are made up of Neptune Beach Police and Jacksonville Sheriff's Office (JSO). In addition, due to the large crowds, the City is bringing in the Fernandina Beach Police Department and Jacksonville Beach Police Department through mutual aid. Those agencies are being funded by their own City overtime.

Councilor Messinger stated that in years past, Council has approved helping to support this event by picking up the overtime hours. He commented as a City, he would like to continue the support of the Town Center Agency. He would also like to see the private businesses, coming into a community fundraiser, also pick up a share of the security costs required to be able to serve outside of their premises.

Chief Key pointed out that historically speaking the Police Department, through their budget, has absorbed about \$6,000 each year. He is keeping a close eye on their overtime budget and they have not had their busiest time, including July 4th. He does not believe it would be prudent to authorize \$6,000 to come out of an already strained budget without moving funds from another funding source.

Councilor Key stated that essentially it would be the City donating and not the Police Department.

Mayor Brown summarized that they are being asked to approve the event as stipulated in the conditional approval letter.

Chief Key stated that it was presented to him that all of the extension of premises permits are wrapped into this acceptance approval. Approving this item would be approving everything.

Mr. Roth agreed with Chief Key unless a caveat is made.

Councilor Livingston commented that she would not feel comfortable approving this without adding an amendment that if we are granting the extension of permits, then those businesses should be contributing funding for the security.

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE DANCIN' IN THE STREET EVENT, PUTTING A CONDITION ON ANY PRIVATE BUSINESS USE PERMIT, THAT THEY BEAR AN EQUAL SHARE OF THE COSTS FOR TOTAL SECURITY AND THAT THEY PROVIDE EVIDENCE OF SUCH PAYMENT PRIOR TO THE EVENT PERMIT FOR THAT SPECIFIC INDIVIDUAL BEING ISSUED. FAILURE TO PROVIDE SUCH EVIDENCE WILL RESULT IN PERMIT DENIAL

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

NEW BUSINESS

911 Agreement 911 User Fee Agreement with JSO.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE THE AGREEMENT FOR 911 USER FEE DISTRIBUTION
BETWEEN THE CITY OF NEPTUNE BEACH AND THE JACKSONVILLE
SHERIFF'S OFFICE**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Disaster Debris Removal Agreement for Disaster Debris Removal and Disposal.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE THE AGREEMENT FOR DISASTER DEBRIS REMOVAL
AND DISPOSAL CONTINUING SERVICES BETWEEN GRUBBS
EMERGENCY SERVICES, LLC AND THE CITY OF NEPTUNE BEACH**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Mayor Brown congratulated Councilor Livingston on the birth of her son, Ryder, on April 25, 2024.

Adjournment There being no further business, the meeting adjourned at 7:06 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, MAY 20, 2024, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, May 20, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Elaine Brown Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger STAFF: City Manager Richard Pike City Attorney Zachary Roth Chief of Police Michael Key Public Works Director Deryle Calhoun Chief Financial Officer Jaime Hernandez City Clerk Catherine Ponson
Call to Order/Roll Call/Pledge	Mayor Brown called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.
Safe Boating Proclamation	Mayor Brown presented a proclamation recognizing May 18-May 24, 2024, as National Safe Boating Week. U.S. Coast Guard Auxiliary Division 14, District Vice Commander Andy Koening and Member Dan Tardona were present to receive the proclamation.
Water Trailer Purchase	Mayor Brown stated that this agenda item was deferred.
Legal Services RFP	<u>Request for Proposals for Legal Services.</u> Mayor Brown stated this was the Request for Proposals for legal services due to the resignation of the City Attorney. Made by Messinger, seconded by Livingston. <u>MOTION:</u> <u>TO APPROVE THE REQUEST FOR PROPOSALS FOR LEGAL SERVICES</u> Roll Call Vote: Ayes: 5-Key, Livingston, Messinger, Chin, and Brown Noes: 0 <u>MOTION CARRIED</u>

PUBLIC COMMENT

Public Comment Pat Hazouri, 207 Florida Boulevard, Neptune Beach, questioned where the funds were coming from for the water trailer. She added that there was supposed to be a fund for maintaining the trees that were planted.

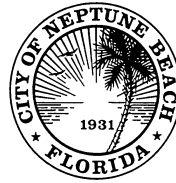
Adjournment There being no further business, the Special Meeting adjourned at 6:07 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, MAY 20, 2024, 6:07 P.M.
IMMEDIATELY FOLLOWING THE SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, May 20, 2024, at 6:07 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance**IN ATTENDANCE:**

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

STAFF:

City Manager Richard Pike
 City Attorney Zachary Roth
 Chief of Police Michael Key
 Public Works Director Deryle Calhoun
 Chief Financial Officer Jaime Hernandez
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

Mayor Brown called the workshop meeting to order at 6:07 p.m.

DEPARTMENT REPORTS**Police Chief
Report**

Chief of Police Michael Key reported that the Dancin' in the Street Event held on May 18th, 2024, was successful. He commented that when an event of that magnitude is held with no issues other than heat-related, it should be celebrated. There was a significant amount of man hours put towards the event.

Chief Key announced the promotion of Detective Gary Stucki to Commander. Chief Key expressed that he is lucky to have a great team to move the agency forward.

PUBLIC COMMENT**Public
Comment**

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding the Penman Road project and the disappearance of City of Jacksonville Engineer Robin Smith. She is concerned that this will be moved forward this summer with very few people involved.

ISSUE DEVELOPMENT**FY24-25 Budget
Update**

FY24-25 Budget Update. Chief Financial Officer Jaime Hernandez gave a budget overview for FY24-25. He reviewed the goals and priorities of the budget. He presented the timeline, new items, challenges, and a property tax breakdown.

Mr. Hernandez confirmed Vice Mayor Chin's statement that some of the funds are things we are already using but are now being placed in the proper category.

Vice Mayor Chin reminded everyone and pointed out that Neptune Beach still only received 18% of every dollar from the ad valorem taxes. He encouraged everyone to contact county representatives regarding this issue.

PUBLIC COMMENT

Public Comment Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding the budget. She stated there had been deferred maintenance for several administrations. She added that citizens need to know where their money is going before it is given to JEA for the developers.

COUNCIL COMMENTS

Council Comments Councilor Messinger commented that it had been brought up in public comment that we don't know where the money would be coming from for the deferred agenda item in the special meeting just held regarding the water trailer. During the meeting, he pulled up the packet from the City website, and it states exactly what fund it would come from, the balance of that fund, why it is coming to Council and the value. This information is readily available. Councilor Key passed legislation that states anything coming to Council for expenditures must be budgeted and show what fund it is coming from. This information is to be included in the packet before the meeting. This information can always be found on the website.

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

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

Agenda Item #5 **City Manager Report**

City Manager's Report

Departmental Recaps-05/21/2024

Police Department-Chief Michael Key (See Separate May 2024 Report)

Community Development-Heather Whitmore

1. Code Enforcement Officer update: New Code Enforcement Officer Ms. Tareva Womack started May 1st
2. Community Development Board June 12th, 2024: NO CASES
3. City Council: June 3rd, 2024
 - a. 450 Atlantic Blvd Development Order: Mixed Martial Arts, Pickleball, and Karaoke Lounge
 - b. 108 Orange St Development Order: Bed and Breakfast
 - c. 2101 Bartolome Rd: Lot Split

IT Department-Ricardo Pizarro

1. VoIP—This is the primary focus at this point, given the changes internally and the loss of support from Suncom and vendors.
2. Public Works - The network changes have been done at Public Works; the copper Comcast lines have been terminated, and next is the Police Department
3. Camera System—We are moving into the next phase of the camera system to protect critical infrastructure at Public Works and the parks.
4. Securing our other remote branch offices with security appliances to interconnect all buildings and offices to have a fluid/consistent environment
5. DR - securing our facility for hurricane season.
6. CyberTraining - Rolling out training beginning next month

Parks & Sustainability-Colin Moore

- \$500,000 State funding request for culvert replacements at Bay St and Davis St was included in the budget passed by the Legislature – budget now awaiting the Governor's signature
- \$32.4 million US Army Corps of Engineers Duval County Shore Protection Project started in Jax Beach on 4/29 - project timeline now shows work in Neptune Beach from 6/24 to 7/7
- Finalizing reimbursement request for \$19,650.77 Florida DEP Wastewater Treatment Facility Sand and Grit Removal grant
- New permanent bicycle/pedestrian counter installed on the East Coast Greenway as part of the Statewide Non-Motorized Traffic Monitoring Program
- Playground mulch refreshed at Jarboe Park and Futch Park the week of May 20

Senior Center-Leslie Lyne

- Presentation to Christ United Methodist Church group rescheduled to May 22, 2024;
- Two successful travel presentations held during May 2024 for travel in 2024-2025;
- Old Movie Month scheduled in June 2024;
- Day trip planned to St. Augustine for lunch and sailing on the Freedom Schooner on June 28, 2024;
- AARP Safe Drivers class scheduled Saturday & Sunday, June 22-23, 2024;
- Community Hospice presentation scheduled July 23, 2024;
- Hosting Empower Woman with New Age Hippy Saturday, August 3, 2024;
- Hosting Beaches Senior Connection professional organization September 18, 2024;
- Presentation at the FSCJ symposium on September 27, 2024;
- Broadway in Jacksonville tickets secured for MJ in 2025;
- Received a \$5,000 grant from JBWC to have an automatic door opener;
- Received a \$3,000 grant from the City of Atlantic Beach;
- Submitting a grant request to Eckstein Family Trust for maintenance to the porch, monument signage, and other auto-opening entry doors in the amount of \$60,000.

Sr. Center Statistics:

- | | |
|--|-------|
| • Events offered YTD: | 1,867 |
| • Unduplicated Persons Attending events YTD: | 652 |
| • Duplicated attendance YTD: | 6,747 |

Human Resources-Jillian McCann

1. Advertising for the following open positions:
 - Utility Laborer I
 - Beaches Parking Ambassador
 - School Crossing Guard
 - Community Development Administrative Assistant
 - Emergency Communications Officer
2. Mr. Louis Damiano has been hired as the school crossing guard until the end of the school year. After that, he will transition to the Beaches Parking Ambassador position for the summer.
3. The Committee for the Employee Handbook continues to meet to identify and revise policies accordingly.
4. Diversity, Equity, and Inclusion training will start in the next few weeks.
5. Work with Local630 to clarify PERC designations are ongoing.
6. Kick-off call for Alliance HCM implementation to take place next week.
7. The kick-off call for the new time clocks with Attendance on Demand (AOD) will also take place next week.

City Clerk-Catherine Ponson

- Submitted Assignments for Clerk Professional Program: Persuasive Argument Using Assigned Resources – May 10- Grade: 100
- Clerk Program Zoom Class Discussion-May 29
- Fulfill ongoing public records requests and answered questions
- Ongoing 2024 Election updates
- Prepare May minutes and Council agenda packets

Finance-Jaime Hernandez

1. Operating Budget FY23-24

- a. As of 4.30.2024, we are operating at 11.97% below budget in the General Fund.
 - Budgeted Expenditures: \$5,389,767 (seven months)
 - Actual Expenditures: 4,753,341
\$ 646,426 =11.96%
- b. Cash position at \$16,389,530 as of 4.30.2024 (one year of Operating Expenses).
- c. Reviewing FY 23-24 to determine if budget adjustments are needed.

2. Budget FY2024-25

- a. Working on the first draft of the FY 2024-25 operating budget.
 - I will start meeting with department heads and the City Manager next week, May 27, 2024, to discuss the FY 2024-25 budgets.
- b. New for FY 2024-25
 - Implementing an Indirect and Overhead Cost allocation plan
 - Establish the following funds for FY 2024-25:
 - IT replacement fund
 - Mobile equipment replacement fund (automobiles, trucks, and heavy equipment)
 - Town Center District Fund
 - Opioid Special Revenue Fund
 - Building & Planning Enterprise Fund

Public Works-Deryle Calhoun

(Updates in **bold**)

Potable Water System

- Well 5 - 100% design documents have been received.
- **Water Management District - Consumptive Use Permit application additional information was submitted. Meeting held with WMD.**
- Lead service lines inventory – EPA’s Lead and Copper Rule
 - Will complete field work in July; report to FDEP due October 2024.
 - **Over 2,500 locations have been inspected. No lead has been found but eleven copper services have been (total CONB and customer services).** Galvanized,

which may or may not be required to be replaced, has been found (321 total).
About 3,700 accounts total.

Wastewater System

- Permit renewal pre-application meeting held with FDEP and engineering consultants. Treatment capacities of both plants will be addressed during permit renewal process.
- Redundant 3rd Street Crossing - plans essentially complete, working through FDOT permit application. **Awaiting traffic control plan from traffic device vendor.**
- Florida Blvd force main extension to plant – Surveyor has requested existing utility data from staff. **Field survey is nearing completion. City Engineer working on design.**
- **Stormwater and groundwater Inflow and Infiltration (I&I) reduction effort - Work continues with consulting engineer to identify wastewater pipes for targeted cleaning and televising to identify defects. Meeting held with pipe rehabilitation contractor to understand sewer lateral inspection and lining technology.**
- **Repairs to 19 manhole liners and benches were completed in March.**

Stormwater System

- Stormwater model – Hopkins Creek is complete; the remainder of the city will be completed this fiscal year.
- Project kick-off meeting with COJ and engineer for Hopkins crossing of Florida and Forest.
- 5-year CIP discussion and program to address Strategic Plan.
- Design for various small projects was approved by Council. **Engineering and survey are underway.**
- **Erosion control pilot project on Davis Creek has begun.**

Water Tower Repairs and Maintenance

- **The first cellular provider has moved equipment back to water tower, and the second will do the week of 5.20.24. The temporary tower will be taken down after school is dismissed for the summer and will require a road closure.**
- **Site rehabilitation will include the tower site and across the street, as well as new fencing around the tower property.**

City Hall Refresh

- **Contractor to begin May 20. Estimated schedule is five to six weeks, in addition to any time required to repair damages found behind damaged masonry once removed.**
- Coating sample tinted to council-approved colors have been applied on a wall for review. Coating adhesion test was successfully performed.
- **Purchase Order for lighting improvements has been issued. Landscape improvements will be piggybacked through a Beaches Town Center contract.**

Streets Paving

- **Milling and paving portions of Myrtle and Kings and paving of Midway will be presented to the council on 6.03.24.**

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: May 8, 2024
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: V24-02/DP24-02

TO: Community Development Board

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

DATE: May 3, 2024

SUBJECT:

V24-02: Variance for Neptune Beach for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060), request for a variance from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property, rather than the required ten-foot side yard setback.

DP24-02: Preliminary Development Plan for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060) for approval to permit a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables.

-
- I. BACKGROUND:** A preliminary development application and associated variance for a mixed-use facility has been submitted for 450 Atlantic Blvd (RE# 172395-0060). The existing building is approximately 20,000 square feet and the lot is approximately 30,000 square feet with 38 parking spaces.

DP24-02 requires a concurrent review of associated variance V24-02 from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property, rather than the required ten-foot side yard setback.

The property has a Comprehensive Plan Commercial II Land Use designation and is zoned Commercial-3 (C-3). Recreation, amusement, and entertainment uses are permitted uses in this district, including billiard and pool hall, indoor athletic and exercise facilities, tennis, handball or racquetball facility, night club, private club and bar/tavern.

II. DISCUSSION:

Chapter 27 Article III Administrative and Enforcement Procedures Division 2 Development Review of the Unified Land Development Code of Neptune Beach requires a preliminary and final development plan (development order) approval when “Changing or expanding any use of a site so that the need for off-street parking is increased.” Section 27-76 states that “all development in non-residential districts” requires a development order.

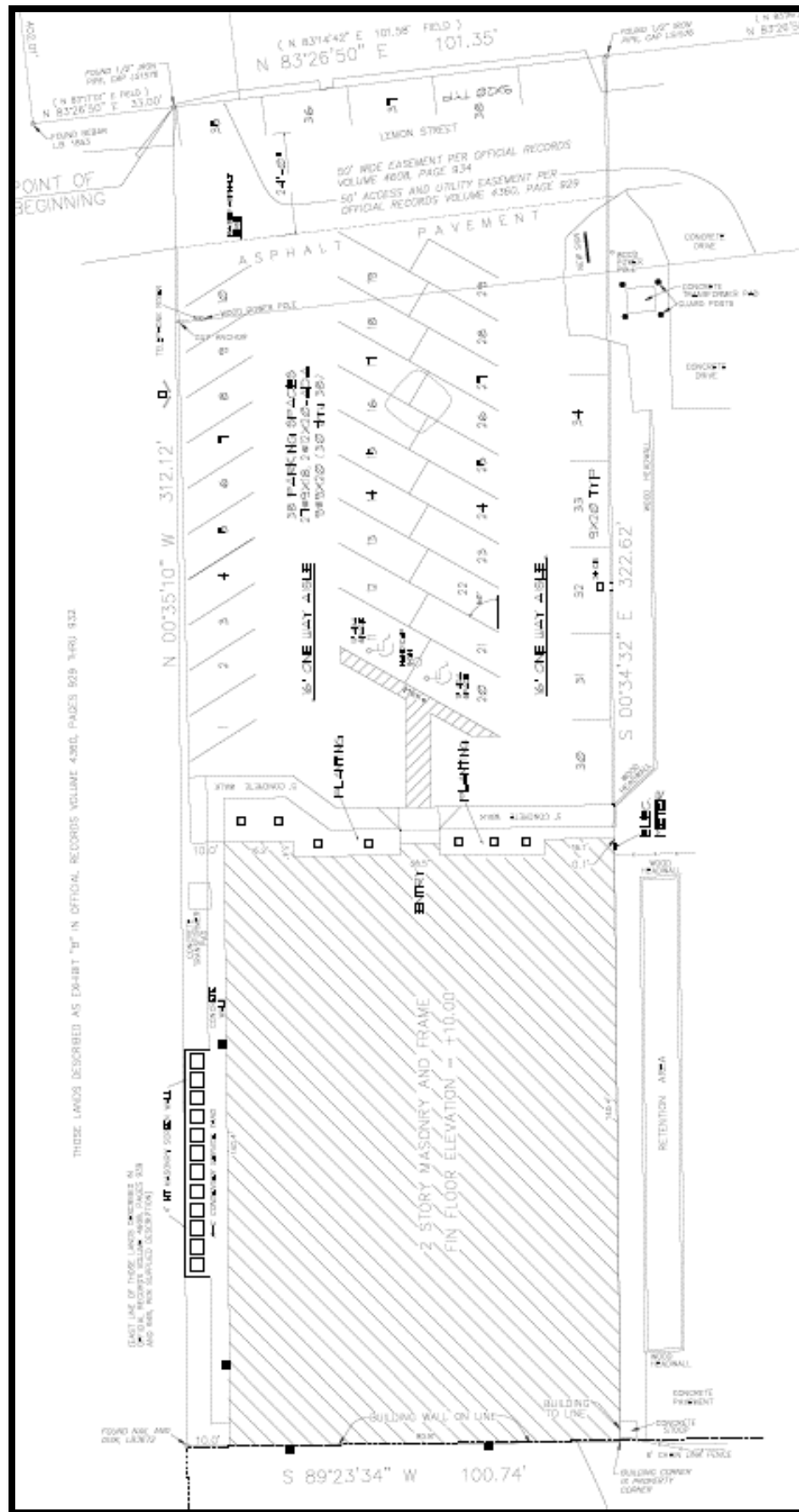
The applicant requests to establish a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables in the existing building located at 450 Atlantic Blvd. The existing vacant 20,000 square foot two-story building was previously used as a sportsplex that included a wide variety of indoor recreational uses.

The Site:

The building is located off of the Lemon Steet access easement, immediately adjacent to the old Kmart and approximately 400 feet west of 3rd Street. The property is bound on the north by the 30-50 foot wide driveway access easement provided to the City of Neptune Beach (Driveway Easement O.R.V. 4360, Pg. 929) attached. The site directly abuts the City of Neptune Beach owned stormwater retention area to the south.



Figure 1: 450 Atlantic Blvd, Neptune Beach, FL



The site's 38 parking spaces are accessed off of the Lemon Street public pedestrian and vehicle access easement. The 34 angled parking spaces adjacent to the building are south of the Lemon St driveway and four additional parallel parking spaces are north of the easement.

The change of use will include only minor exterior renovations, including significant landscape improvements and the replacement of air conditioning condensers on the west side of the building. The site currently has several air conditioning condensers in this location. The existing condensers are located less than two feet from the western property line and are not screened with a hard board or concrete screen.

Section 27-328 (a) (1) d. states "Air conditioning compressors serving central systems ...may be located in any required rear yards, but not in any front yard, and not less than ten (10) feet from any side lot line, except in the following instances: *1. When any mechanical or electrical equipment is proposed within a yard and is enclosed by a masonry wall at least four (4) feet high, it may be located within two (2) feet of any side lot line.*"

The applicant will replace, improve, and expand these condensers. The new condensers will be located in the same location (less than two feet from the property line) and will be screened with a four-foot concrete wall. The applicant requests a variance (V24-02) from Section 27-328 (a) (1) d. to permit additional air conditioning units to be located less than feet from the western side yard property. As stated, these air conditioning units will be compliant with the required four-foot concrete wall enclosure.

The Building:

As stated, the applicant proposes a change of use to a mix of recreation, amusement, and entertainment uses. The applicant proposes a significant interior remodel of the existing 20,000 gross square foot building area. The interior will be converted to a mezzanine style layout with a full first floor, and a reduced floor area partial second floor overlooking the first floor.

The first floor will be the "The Gym" area, including four mixed martial arts combat training areas, three racquet ball courts, one pickleball court, and associated changing rooms. The first floor "Gym" will operate 6:00 a.m. to 8:00 p.m., seven days per week. Overlooking the first floor, the second floor "Bar" includes a karaoke lounge with six private karaoke rooms, one open bar seating area with stage, and three pool tables. The second floor "Bar" will operate 12:00 p.m. to 2:00 a.m., seven days per week.

Parking:

This change of use requires an increase in the required overall off-street parking. However, the interior uses qualify for an overall reduction in required off-street parking spaces for mixed or joint use of parking spaces.

Due to the variation in interior uses and operating hours, the interior uses were reviewed based on net floor area to determine required parking. *Section 27-540 "Parking Requirements"* were applied to each interior net use to determine required parking spaces by use as follows:

USE	QUANTITY	RATE	SQ. FT.	SPACES
FIRST FLOOR				
EMPLOYEE	2	# EMPL/2	N/A	1
OFFICE	327 SF	1/400 SF	327	1
PACKAGE STORE	146 SF	1/300 SF	146	0
MMA TRAINING	2,776 SF	1/500 SF	2,776	6
RACQUETBALL/PICKLEBALL	4 COURTS	2 PER COURT	4,586	8
STORAGE	282 SF	(employee above)	282	0
SECOND FLOOR				
KARAOKE SEATING AREAS	120 SEATS	1 PER 4 SEATS	3,685	30
BILLIARD	3 TABLES	2 PER 3 TABLES	826	2
STORAGE	267 SF	(employee above)	267	0
EMPLOYEE	3	# EMPL/2	N/A	2
PARKING SPACES REQUIRED:				50
EXISTING SPACES:				38

The overall total required parking spaces based on interior net uses is 50 spaces. The site provides 38 parking spaces. A shared parking analysis was conducted by Kimley-Horn and Associates to evaluate the projected maximum parking demand for the proposed development, based on data published by ULI in Shared Parking, Third Edition. A memorandum detailing the analysis is attached as Exhibit F. The analysis finds that the proposed uses are projected to have a maximum parking need of thirty-five (35) spaces during both weekdays and weekends.

Section 27- 540(c)(3) provides for a reduction of off-street required minimum parking for mixed or joint use of parking spaces. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. The City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing

off-street parking when their respective hours of need of maximum parking do not normally overlap.

III. V24-02 FINDINGS:

- 1. The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.**

Staff Response: There does appear to be a unique hardship. The existing building already has air conditioning equipment less than two feet from the property line. The new condensers will be located in the same location (less than two feet from the property line) and will be screened with the required four-foot concrete wall enclosure.

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

Staff Response: Yes, the variance is the minimum necessary to permit the building reuse.

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

Staff Response: The proposed variance would not adversely affect adjacent and nearby properties or the public in general. The existing building already has air conditioning equipment less than two feet from the property line. The new condensers will be screened with the required four-foot concrete wall enclosure.

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

Staff Response: The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.

- 5. The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.**

Staff Response: The variance request is in harmony with the general intent of the LDC.

6. **The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.**

Staff Response: The proposed variance request for AC equipment setback is not created through the actions of the property owner.

7. **Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.**

Staff Response: Granting the variance request for a AC equipment setback would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

IV. D24-02 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasijudicial public hearing and shall consider the following factors when issuing a development order:

1. **Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.**

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses to the north, east, and west side.

2. **Whether the concurrency requirements of article VI of this Code could be met if the development were built.**

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips over the prior use, therefore a traffic study is not required.

Water/Sewer: This project area has water and sewer.

School: Not applicable

Drainage: Not applicable. No new impervious surface will be added.

3. **The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.**

Staff Response: The site contains an existing building and parking area. All uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. In accordance with 27-540 (c) 3, the City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

The property is serviced by a private lift station. The water main extends across the front of the property and ends at the hydrant just west of the lot.

4. Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.

Staff Response: The property has a Comprehensive Plan Commercial II Land Use designation and is zoned Commercial-3 (C-3) in the Neighborhood Commercial (NC) zoning district. Recreation, amusement, and entertainment uses are permitted uses in this district, including billiard and pool hall, indoor athletic and exercise facilities, tennis, handball or racquetball facility, night club, private club and bar/tavern.

All proposed uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces.

5. Applicable regulations, review procedures, and submission requirements.

Staff Response: All proposed uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. There are no outstanding land development or public utility comments. There may be additional Fire or Building comments to address at permitting.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: The variance for development order request was noticed as required to property owners within 300 feet. A sign was posted on the property according to requirements. Staff has not received any comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: Nothing outstanding.

V. STAFF RECOMMENDATION

V24-02:

Staff recommends approval of V24-02 variance from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property as presented.

DP24-02:

Staff recommends approval of the application for DP24-02 Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060) to permit a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables.

All uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. In accordance with 27-540 (c) 3, the City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

VI. RECOMMENDED MOTION:

a. I recommend approval of V24-02 and DP24-02

OR

b. I recommend denial of V24-02 and DP24-02



APPLICATION FOR DEVELOPMENT PLAN REVIEW

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

Application Fee: \$400

Date Filed: _____

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

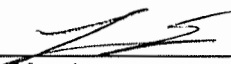
Name & Address of Property Owner:	Telephone: (904) 301-1269
LHV, LLC, a New York limited liability company	E-Mail: ctrimmer@drivermcafee.com ; sdiebenow@drivermcafee.com
8130 Baymeadows Way West, Suite 303 Jacksonville, Florida 32256	Real Estate #: 172395-0060
Property Address (if different from mailing):	Lot: Part of Government Lot 1 Block: Section 21, Township 2 South, Range 29 East, Duval County, Florida.
450 Atlantic Boulevard Neptune Beach, Florida 32266	Subdivision: N/A
	Zoning District: Commercial C-3

Name and Address of Agent/Applicant:	Telephone: (904) 301-1269
Cyndy Trimmer and Steve Diebenow	E-Mail: ctrimmer@drivermcafee.com ; sdiebenow@drivermcafee.com
One Independent Drive, Suite 1200 Jacksonville, Florida 32202	

Describe Request being made:
See attached.

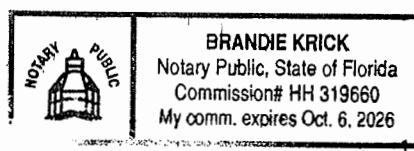
PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

LHV, LLC, a New York limited liability company


Hao Li, Member
Dated: 1/12/2024

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of January, 2024, by Hao Li, as manager of LHV, LLC a New York limited liability company, on behalf of said company. S/he ☐ is personally known to me or ☒ has produced Florida Driver License as identification.



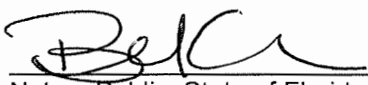

Notary Public, State of Florida
Brandie Krick

EXHIBIT A

Owner's Authorization for Agent

Notary's Printed Name
My Commission Expires: Oct. 6, 2026

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

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

Driver, McAfee, Hawthorne & Diebenow is hereby authorized TO ACT ON BEHALF OF LHV, LLC, a New York limited liability company, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Development Permit or other action pursuant to a:

- | | |
|--------------------------------------|---|
| ☐ Rezoning | ☐ Special Exception |
| ☐ Replat | ☒ Commercial Development Order |
| ☐ Appeal | ☐ Comp. Plan Amendment |
| ☐ Concurrency | ☐ Other/ Champion or heritage tree removal |

BY:

[Signature]
Signature of Owner

Hao Li
Print Name

Member
Its

Daytime Telephone Number: (917) 478-2278

State of Florida
County of Duval

Signed and sworn before me on this 12th day of January, 20 24.
By Hao Li

Identification verified: Florida Driver License Oath sworn: ☒ Yes ☐ No

[Signature]

Notary Signature

My Commission expires: Oct. 6, 2026

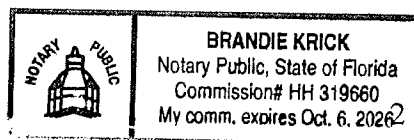


EXHIBIT B
Project Summary

APPLICATION FOR DEVELOPMENT PLAN REVIEW

PROJECT SUMMARY

450 ATLANTIC BOULEVARD

April 10, 2024

LHV, LLC (“Applicant”) files this Development Plan Review Application for the property located at 450 Atlantic Boulevard in Neptune Beach, Florida 32226 (RE# 172395 0060) (the “Property”) for THE infill use of the existing, vacant building with a mixed-use development as depicted on the Site Plan, Floor Plans and Elevations filed herewith as Exhibits A(the "Project"). The proposed uses include training areas, indoor racquetball and pickleball courts locker rooms on the first floor, and a karaoke-themed bar on the second floor.

As a part of this Application, Applicant requests a parking reduction pursuant to Section 27-540(c)(3) of the Neptune Beach Unified Land Development Code (“ULDC”) for joint use of Property’s thirty-eight (38) parking spaces. The proposed Project includes a mix of uses on the first and second floors of the building, which are proposed to be managed by separate entities:

- Neptune Beach Sports and Recreation Center, Inc. will manage the first-floor operations, which include the MMA training areas, pickleball courts, and racquetball courts (the “Gym”)
 - First-floor hours of operation: 6:00 a.m. to 8:00 p.m., seven days per week.
- Iron First Hospitality, LLC will manage the second-floor operations, which include the karaoke-themed bar, lounge, and pool tables (“the “Bar”)
 - Second-floor hours of operation: 12:00 p.m. to 2:00 a.m., seven days per week.

A shared parking analysis was conducted by Kimley-Horn and Associates to evaluate the projected maximum parking demand for the Project, based on data published by ULI in *Shared Parking, Third Edition*. A memorandum detailing the analysis is attached as **Exhibit F**. The analysis finds that the proposed uses are projected to have a maximum parking need of thirty-five (35) spaces during both weekdays and weekends.

Concurrently submitted with this Development Review Application is an Application for Variance, requesting a reduction in the accessory structure side yard requirements of 27-328(a)(1)(d) of the ULDC to allow for additional A/C Units located in the western side yard consistent with the existing units.

QUANTITATIVE DATA

March 6, 2024

I. GROSS FLOOR AREA BY USE

FIRST FLOOR

Office	327 sq. ft.
Package Store	146 sq. ft.
MMA Training	2,776 sq. ft.
Racquetball/Pickleball	4,586 sq. ft.
Storage	282 sq. ft.

SECOND FLOOR

Karaoke Bar	3,685 sq. ft.
Billiards	826 sq. ft.
Storage	267 sq. ft.

II. PARKING SCHEDULE

	QUANTITY	RATE ¹	SQ. FT.	TOTAL
FIRST FLOOR				
EMPLOYEE	2	# EMPL/2	N/A	1
OFFICE	327 SF	1/400 SF	327	1
PACKAGE STORE	146 SF	1/300 SF	146	0
MMA TRAINING	2,776 SF	1/500 SF	2,776	6
RACQUETBALL/PICKLEBALL	4 COURTS	2 PER COURT	4,586	8
STORAGE	282 SF	(employee above)	282	0
SECOND FLOOR				
KARAOKE SEATING AREAS	120 SEATS	1 PER 4 SEATS	3,685	30
BILLIARD	3 TABLES	2 PER 3 TABLES	826	2
STORAGE	267 SF	(employee above)	267	0
EMPLOYEE	3	# EMPL/2	N/A	2

PARKING SPACES REQUIRED: 50

EXISTING SPACES: 38

¹ Table 27-540-1, ULDC.

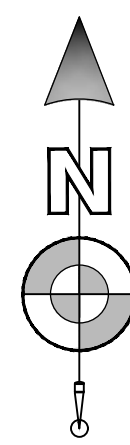
EXHIBIT C

Survey

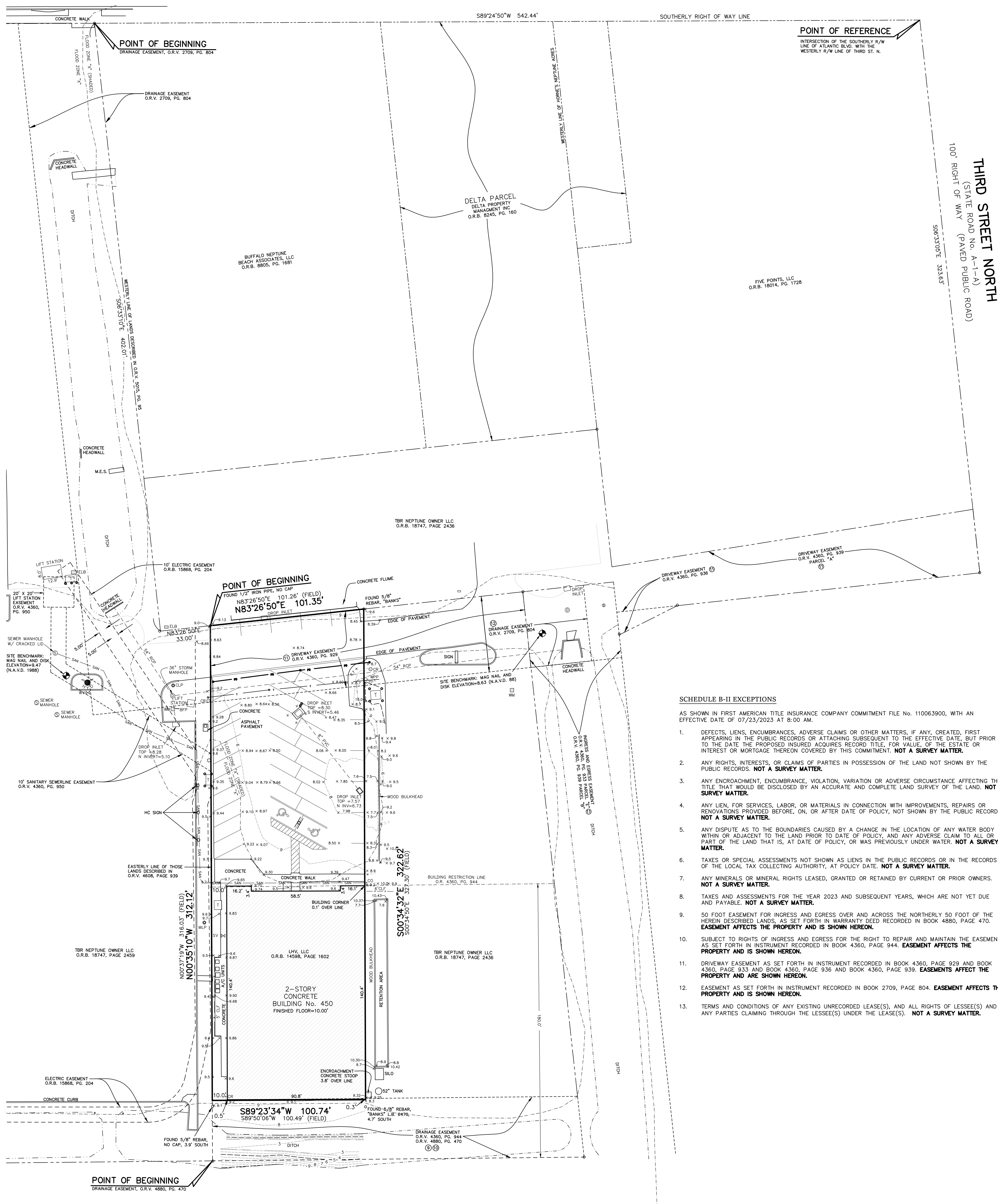
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DUVAL, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE WESTERLY RIGHT OF WAY LINE OF THIRD STREET NORTH (STATE ROAD NO. A1A) AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY; THENCE SOUTH 89°24'50" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, A DISTANCE OF 542.00 FEET; THENCE SOUTH 06°33'10" EAST, ALONG THE WESTERLY LINE OF THOSE LANDS, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°24'50" WEST, ALONG THE WESTERLY LINE OF THOSE LANDS, A DISTANCE OF 402.01 FEET; THENCE NORTH 83°26'50" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83°26'50" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 101.35 FEET; THENCE SOUTH 03°34'32" EAST A DISTANCE OF 32.62 FEET; THENCE SOUTH 89°23'34" WEST A DISTANCE OF 100.74 FEET; THENCE NORTH 03°35'10" WEST, ALONG THE WESTERLY LINE OF THOSE LANDS, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°23'34" WEST, ALONG THE WESTERLY LINE OF THOSE LANDS, A DISTANCE OF 939 AND 949 OF SAID CURRENT PUBLIC RECORDS A DISTANCE OF 312.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A DRIVEWAY EASEMENT RECORDED IN OFFICIAL RECORDS VOLUME 4360, PAGE 929.



100' RIGHT OF WAY (PAVED PUBLIC ROAD)



SCHEDULE B-II EXCEPTIONS

AS SHOWN IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE No. 110063900, WITH AN EFFECTIVE DATE OF 07/23/2023 AT 8:00 AM.

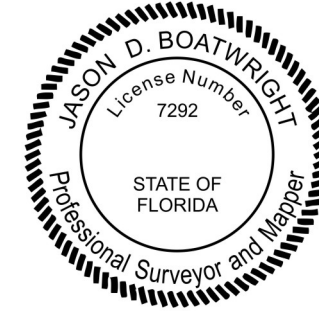
1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE, BUT PRIOR TO THE DATE THE PROPOSED INSURANCE ACQUIRES RECORD TITLE, FOR VALUE, OF THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **NOT A SURVEY MATTER.**
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **NOT A SURVEY MATTER.**
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR REMEDIATIONS REQUIRED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **NOT A SURVEY MATTER.**
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT POLICY DATE. **NOT A SURVEY MATTER.**
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **NOT A SURVEY MATTER.**
8. TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **NOT A SURVEY MATTER.**
9. 50 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTHERLY 50 FOOT OF THE HEREIN DESCRIBED LANDS, AS SET FORTH IN WARRANTY DEED RECORDED IN BOOK 4880, PAGE 470. **EASEMENT AFFECTS THE PROPERTY AND IS SHOWN HEREON.**
10. SUBJECT TO RIGHTS OF INGRESS AND EGRESS FOR THE RIGHT TO REPAIR AND MAINTAIN THE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 4360, PAGE 944. **EASEMENT AFFECTS THE PROPERTY AND IS SHOWN HEREON.**
11. DRIVEWAY EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 4360, PAGE 929 AND BOOK 4360, PAGE 933 AND BOOK 4360, PAGE 936 AND BOOK 4360, PAGE 939. **EASEMENTS AFFECT THE PROPERTY AND ARE SHOWN HEREON.**
12. EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2709, PAGE 804. **EASEMENT AFFECTS THE PROPERTY AND IS SHOWN HEREON.**
13. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S). **NOT A SURVEY MATTER.**

[illegible]

GENERAL SURVEY NOTES	
1.	THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY.
2.	BEARINGS ARE BASED ON THE NORTH LINE OF SURVEYED PROPERTY, BEING NORTH 83°26'50" EAST, AS PER DEED.
3.	BENCHMARK USED IS FOUND MAG NAIL HAVING AN ELEVATION OF 8.63, AND WAS ESTABLISHED BY GPS OBSERVATION USING SPECTRA PRECISION SP80 11/L2 EQUIPMENT AND RUNNING TRIMBLE VRS SOFTWARE IN N.A.-VD 1988 DATUM.
4.	NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ENCROACHMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
5.	BUILDING RESTRICTION LINES, AS PER DEED.

6. THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "X" SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12031C0409J, REVISED NOVEMBER 2, 2018 FOR DUVAL COUNTY, FLORIDA.

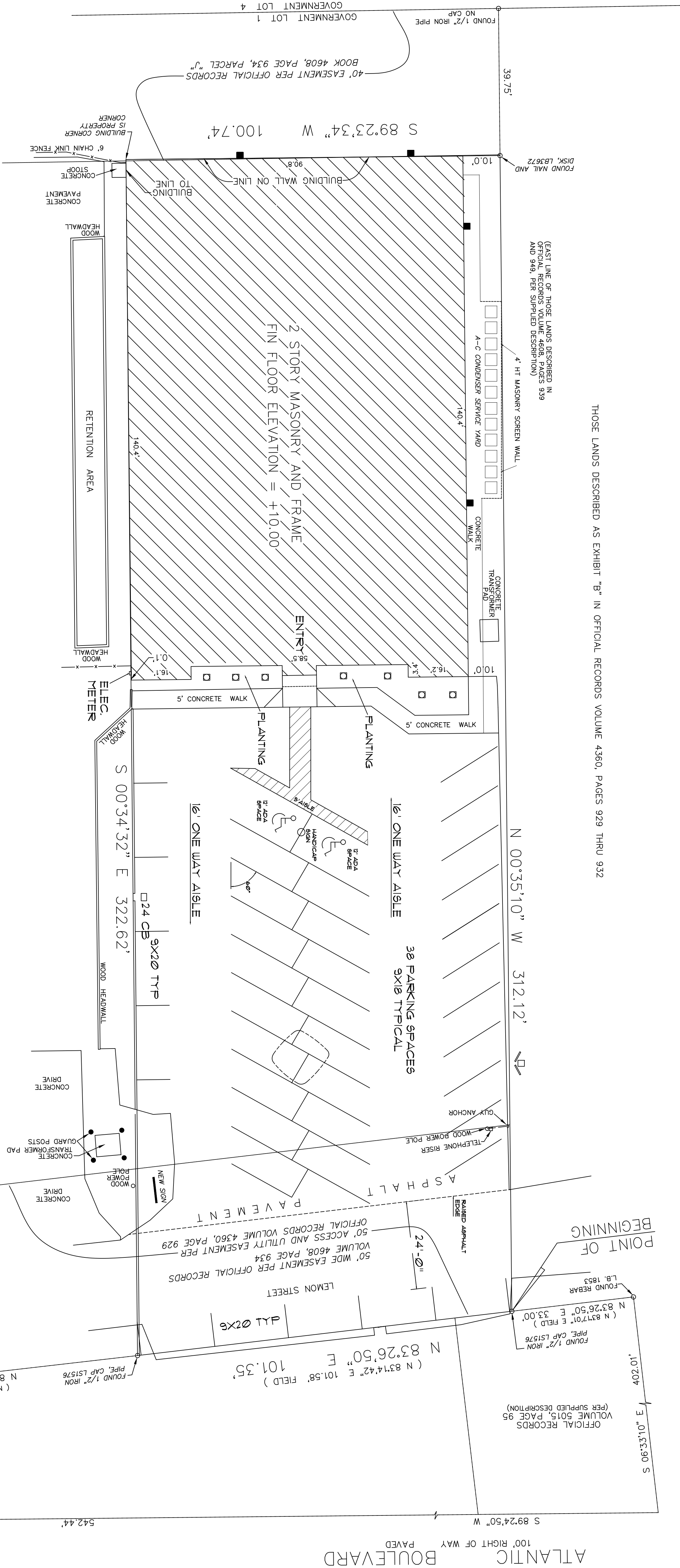
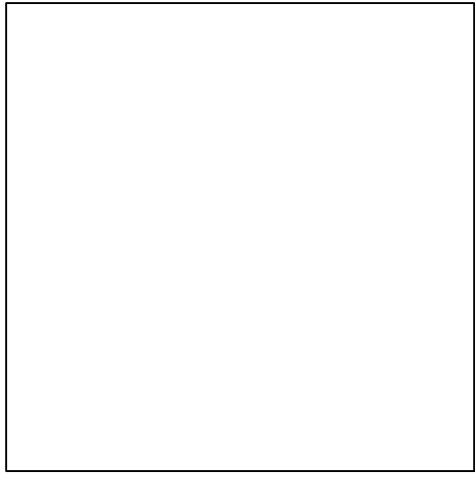
CERTIFIED TO
LHV LLC



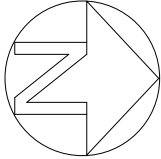
JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 72922
 FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672
 "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

EXHIBIT D

Site Plan



SITE LOCATION MAP



PROJECT DESCRIPTION

2 STORY GYM/ BAR / KARAOKE USE
ZONING = C3
PARKING PROVIDED = 38 SPACES, (9X18 ANGLE 9X20 PARALLEL)
EXISTING BUILDING AREA: FIRST FLOOR - 12316 GSF
SECOND FLOOR - 1155 GSF
TOTAL - 20071 GSF
EXISTING LOT = 31995 GSF LOT COVERAGE - 91%

LEGAL DESCRIPTION

A PART OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE WESTERLY RIGHT OF WAY LINE OF THIRD STREET NORTH (STATE ROAD NO. A1A) AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY; THENCE SOUTH 89°24'50" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, A DISTANCE OF 542.44 FEET; THENCE SOUTH 06°33'10" EAST, ALONG THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 402.01 FEET; THENCE NORTH 83°26'50" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83°26'50" EAST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 10135 FEET; THENCE SOUTH 00°34'32" EAST, A DISTANCE OF 3226.2 FEET; THENCE SOUTH 89°23'34" WEST, A DISTANCE OF 100.74 FEET; THENCE NORTH 00°35'10" WEST, ALONG THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4608, PAGES 939 AND 949 OF SAID CURRENT PUBLIC RECORDS A DISTANCE OF 312.12 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A DRIVEWAY EASEMENT RECORDED IN OFFICIAL RECORDS VOLUME 4360, PAGE 929.

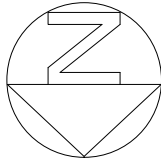
LIGHTING KEY

- EX. POLE W LED HEADS
- EX. WALL MOUNT HID
- DECORATIVE WALL MOUNT
- RECESSED GROUND LA LIGHTING

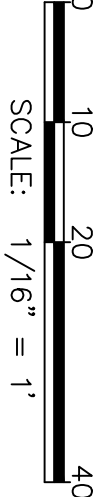
INDEX TO DRAWINGS

- A1 SITE PLAN
- A2 FLOOR PLAN
- A3 EXTERIOR ELEVATIONS - SECTION
- A4 EXTERIOR ELEVATIONS - SECTION
- L5-1 CONCEPT LANDSCAPE PLAN

SITE PLAN



SCALE 1/16" = 1'-0"



MICHAEL DUNLAP ARCHITECTS P.A.
1120 SECOND AVENUE NORTH
JACKSONVILLE BEACH, FLORIDA
904 358-1002 FLORIDA REGISTRATION AR 9200

A-1

SHEET

DATE
12-22-23

REVISED
4-18-24

REVISED
01-09-24

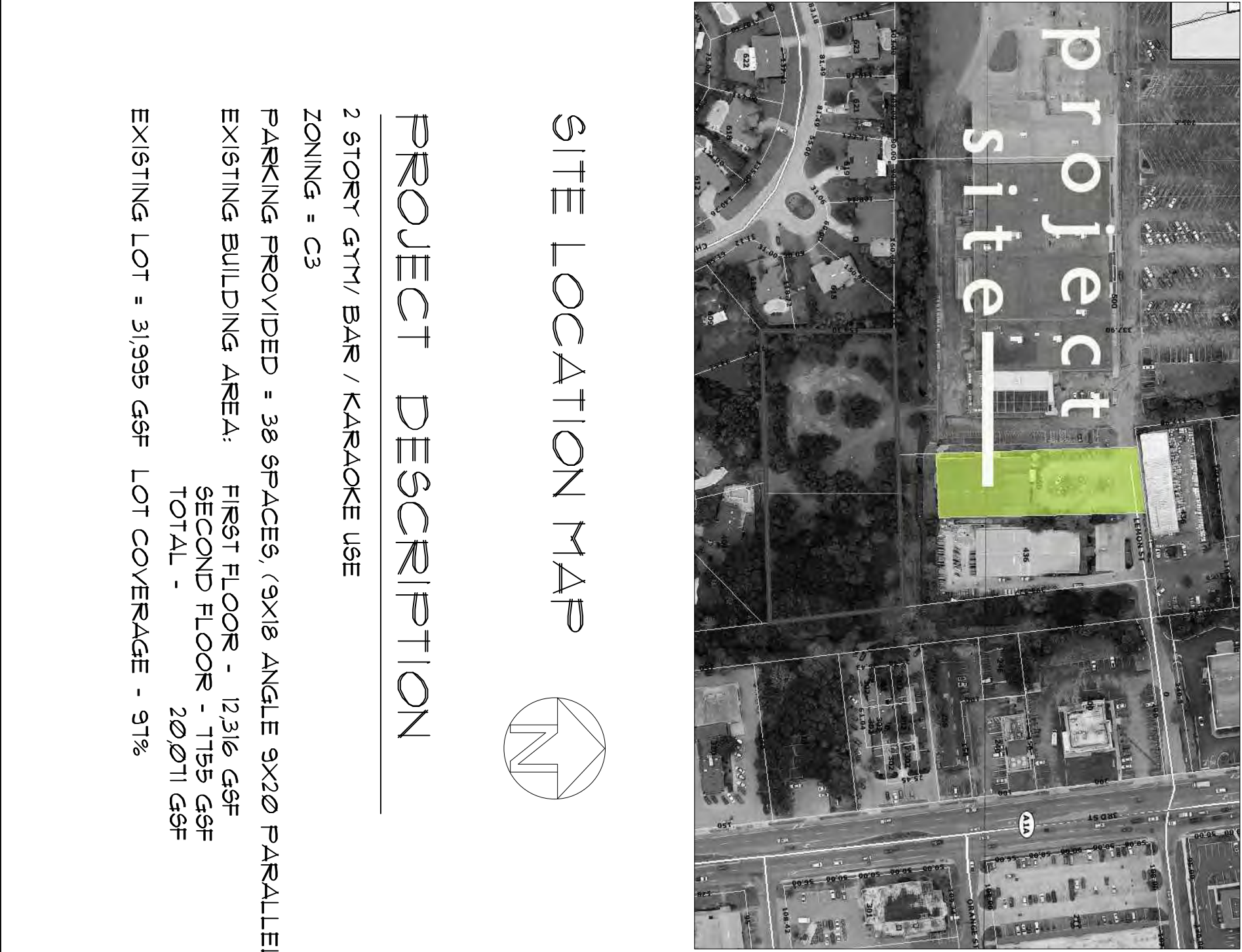
450 GYM

450 ATLANTIC BOULEVARD NEPTUNE BEACH, FLORIDA



DATE	12-22-23
SHEET	

SHEET



RIGHTLY

- EX POLE W LED HEADS
- EX WALL MOUNT HID
- DECORATIVE WALL MOUNT
- RECESSED GROUND
LA LIGHTING

INDEX TO DRAW

A1	SITE PLAN
A2	FLOOR PLAN
A3	EXTERIOR ELEVATIONS - SECTION
A4	EXTERIOR ELEVATIONS - SECTION
L5-1	CONCEPT LANDSCAPE PL

-

AS NOW ESTABLISHED AS A 100 FOOT RIGHT
OF WAY: THENCE SOUTH 89°24'50" WEST,

- 542.44 FEET³ THENCE SOUTH 06.33⁰ EAST
AS DESCRIBED IN OFFICIAL RECORDS
ALONG THE WESTERN¹ LINE OF THOSE LANDS
VOLUME 5015, PAGE 39 OF THE CURRENT
PUBLIC RECORDS OF SAID COUNTY A
DISTANCE OF 402.01 FEET³ THENCE NORTH
83.26¹⁵ 50⁰ EAST ALONG THE SOUTHERLY LINE
OF SAID LANDS A DISTANCE OF 33.00 FEET
TO THE POINT OF BEGINNING; THENCE
CONTINUING NORTH 83.26¹⁵ 50⁰ EAST ALONG
SAID SOUTHERLY LINE A DISTANCE OF 10.35

PUBLIC RECORDS A DISTANCE OF 312.12 FEET TO THE POINT OF BEGINNING TOGETHER WITH

A DRIVEWAY EASEMENT RECORDED IN

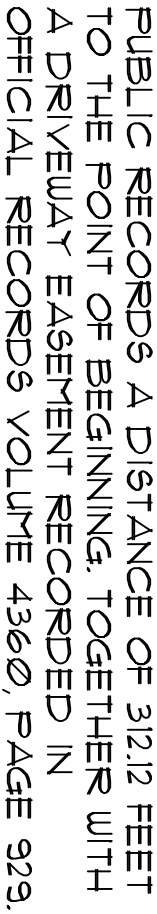
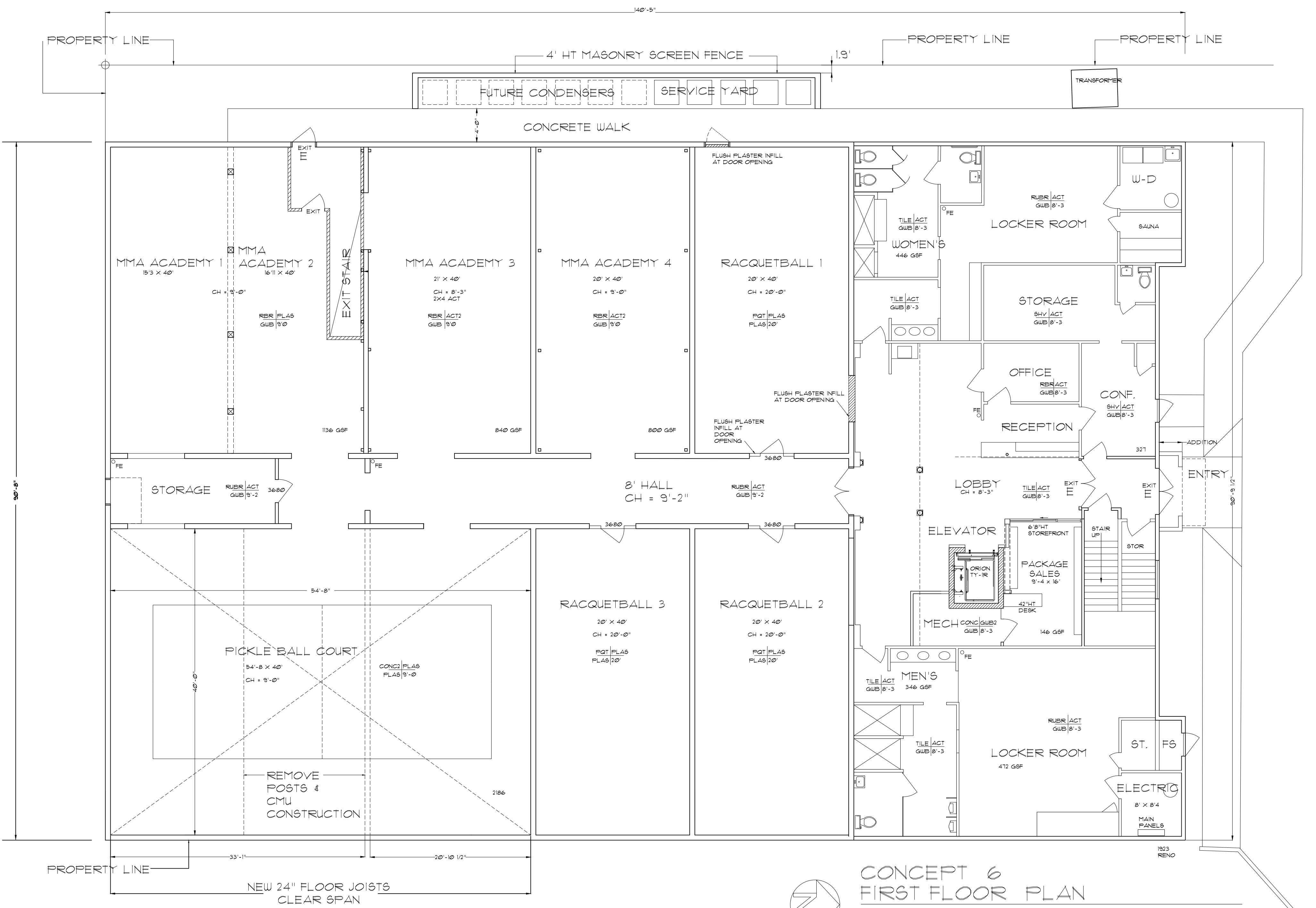
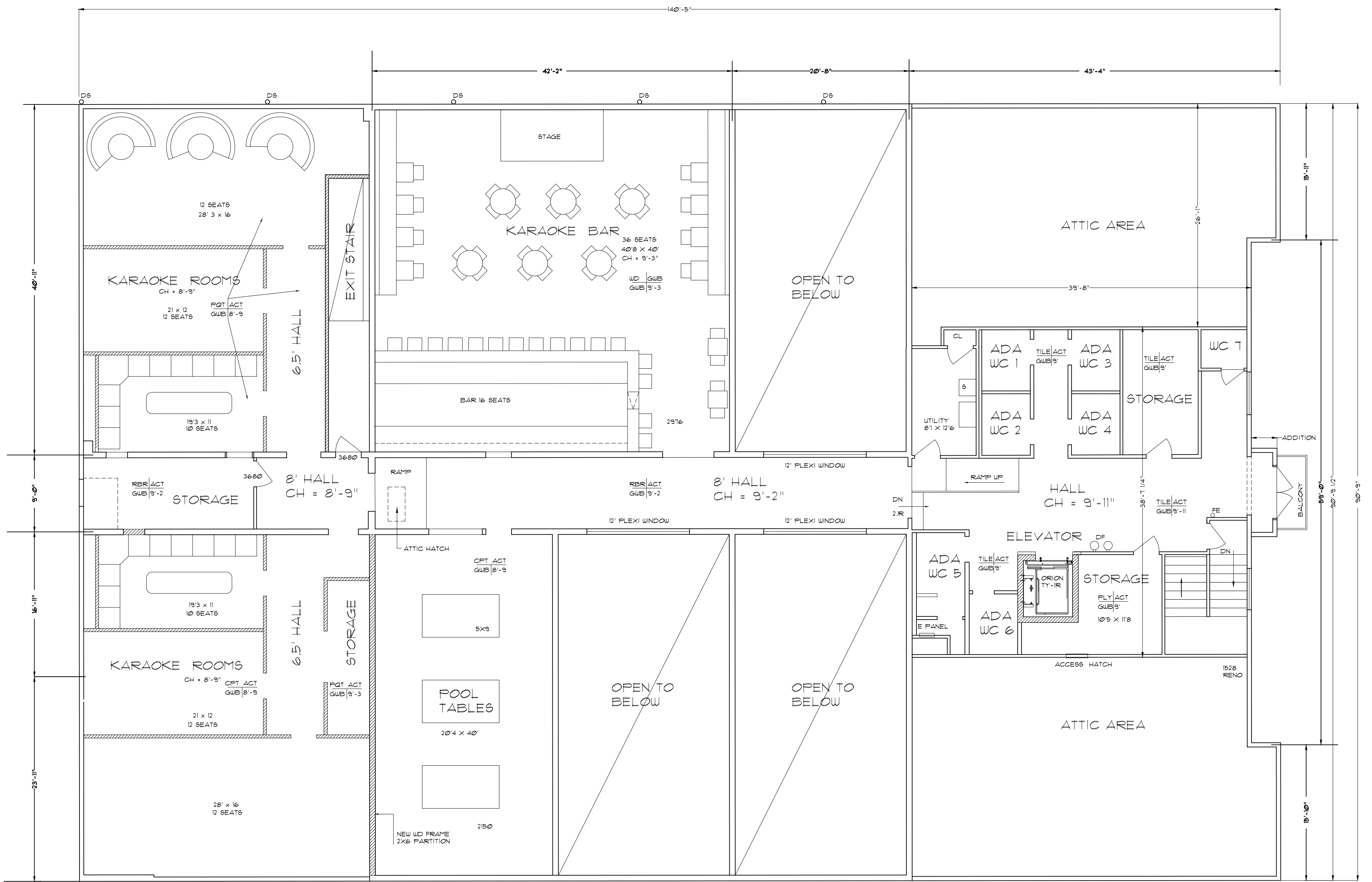


EXHIBIT E

Floor Plans



FLOORING: SHV- EX. SHEET VINYL TILE - EX. 24X24 TILE TILE2- NEW 12X12 TILE RUBR- EX. RUBBER MAT WD- EX. WOOD STRIP POT- EX. WOOD PARQUET CONC2- ACRYLIC FIN CONCRETE CRT- 20X20 CARPET TILE		FINISH KEY		WALL: FLAS- EX. PLASTER FIN GUB - EX. GYPSUM BOARD GUB2 - 1/2" GYPSUM BOARD
CEILING: ACT - EX. 12X12 ACOUSTICAL CEILING TILE ACT2 - EX. 24X48 ACT FLAS- EX. PLASTER FIN GUB - EX. GYPSUM BOARD		FLOOR FINISH	CEILING FINISH	
NOTE: SEE FINISH SCHEDULE FOR DETAILS		WALL FINISH	CEILING HT	

PRELIMINARY NOT FOR CONSTRUCTION

A-2

SHEET

DATE
3-04-24

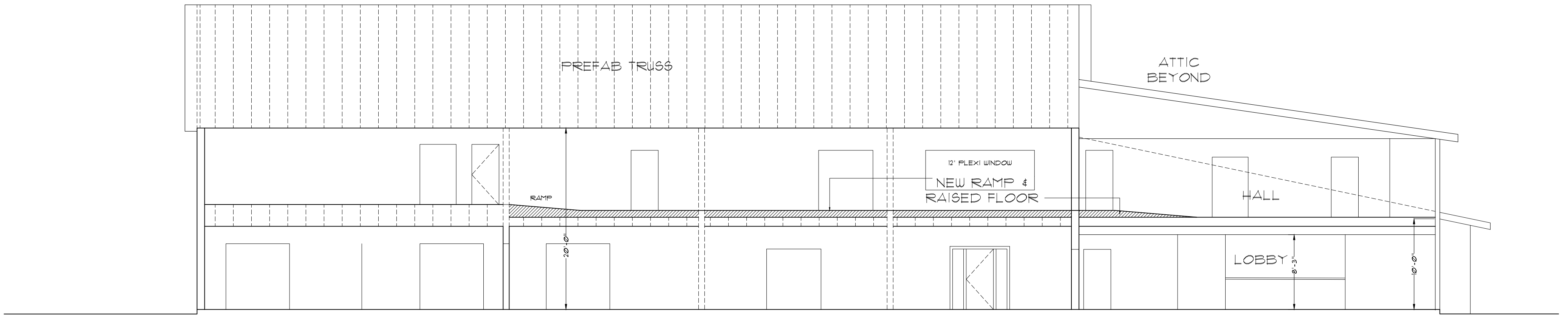
450 GYM

450 ATLANTIC BOULEVARD NEPTUNE BEACH, FLORIDA

MICHAEL DUNLAP ARCHITECT P.A.
1120 SECOND AVENUE NORTH
JACKSONVILLE BEACH, FLORIDA 904.358.1002
FLORIDA REGISTRATION AR 9200

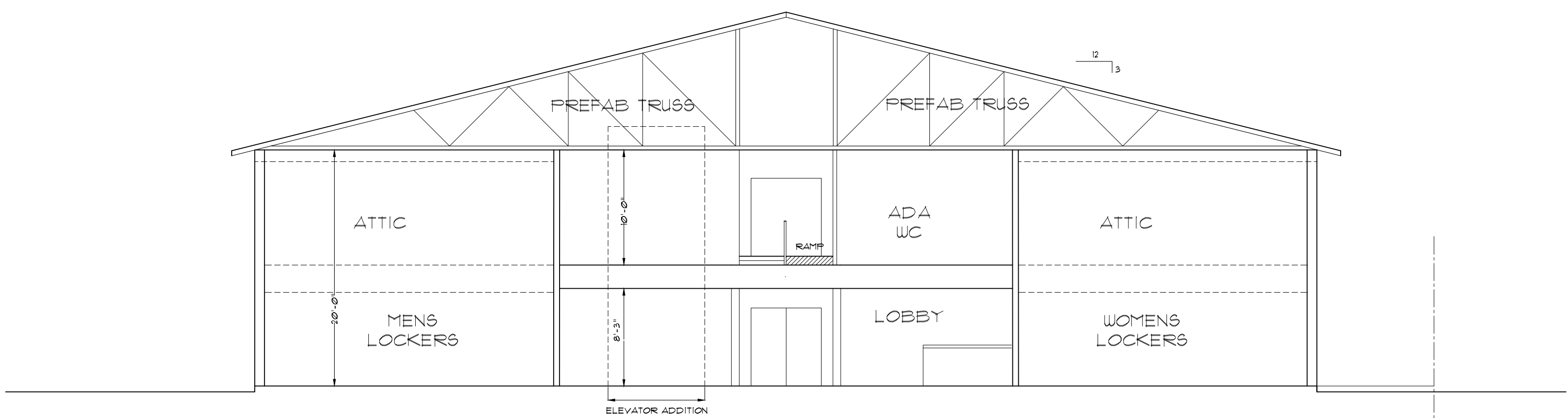
MICHAEL DUNLAP ARCHITECT

EXHIBIT F
Elevations



CROSS SECTION 1

SCALE 1/8" = 1'-0"



CROSS SECTION 2



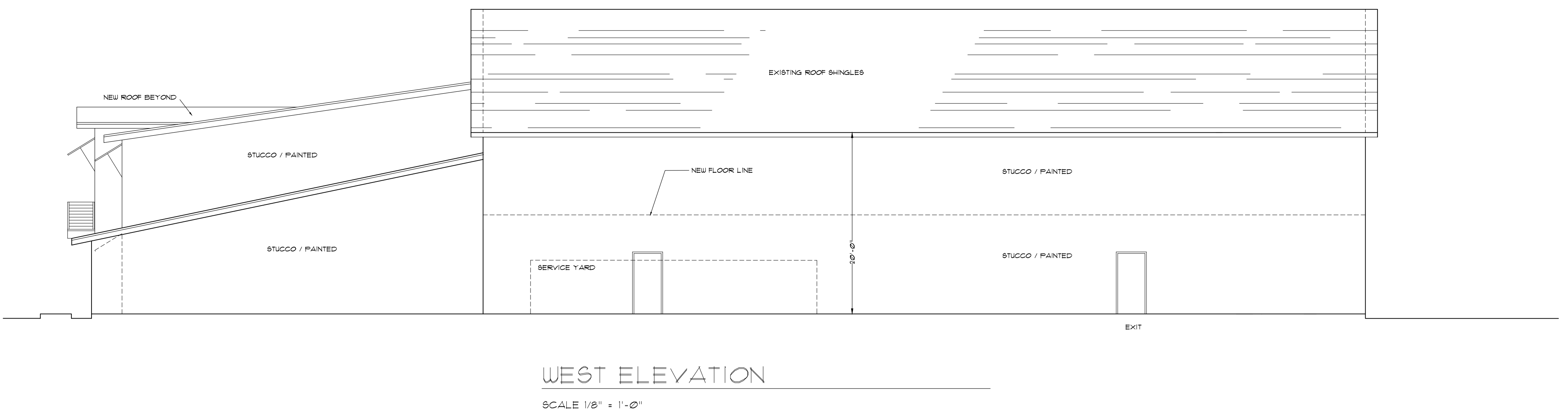
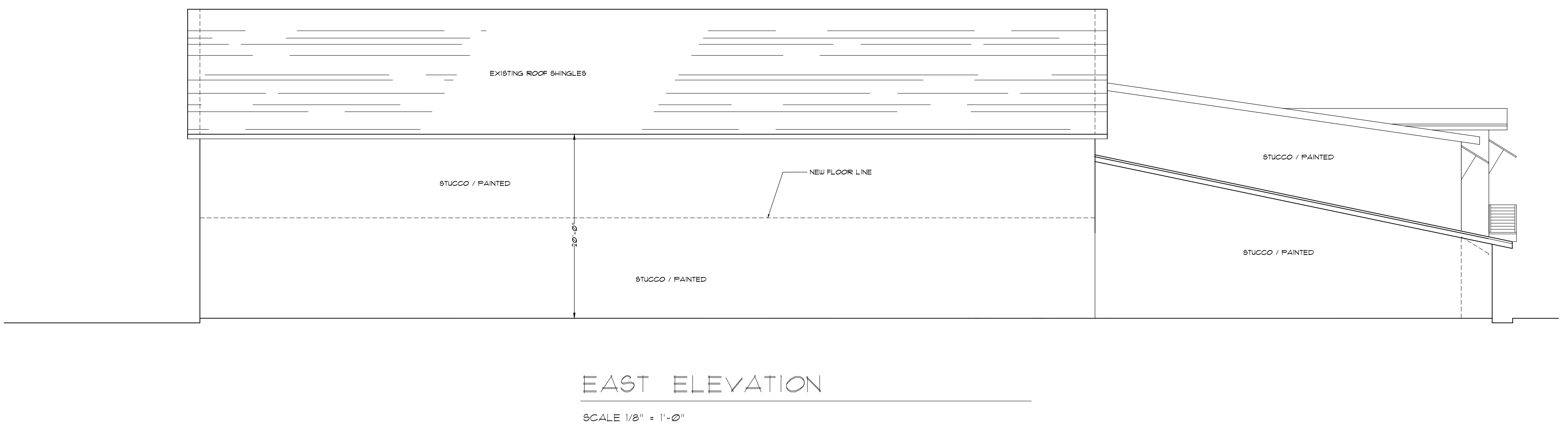
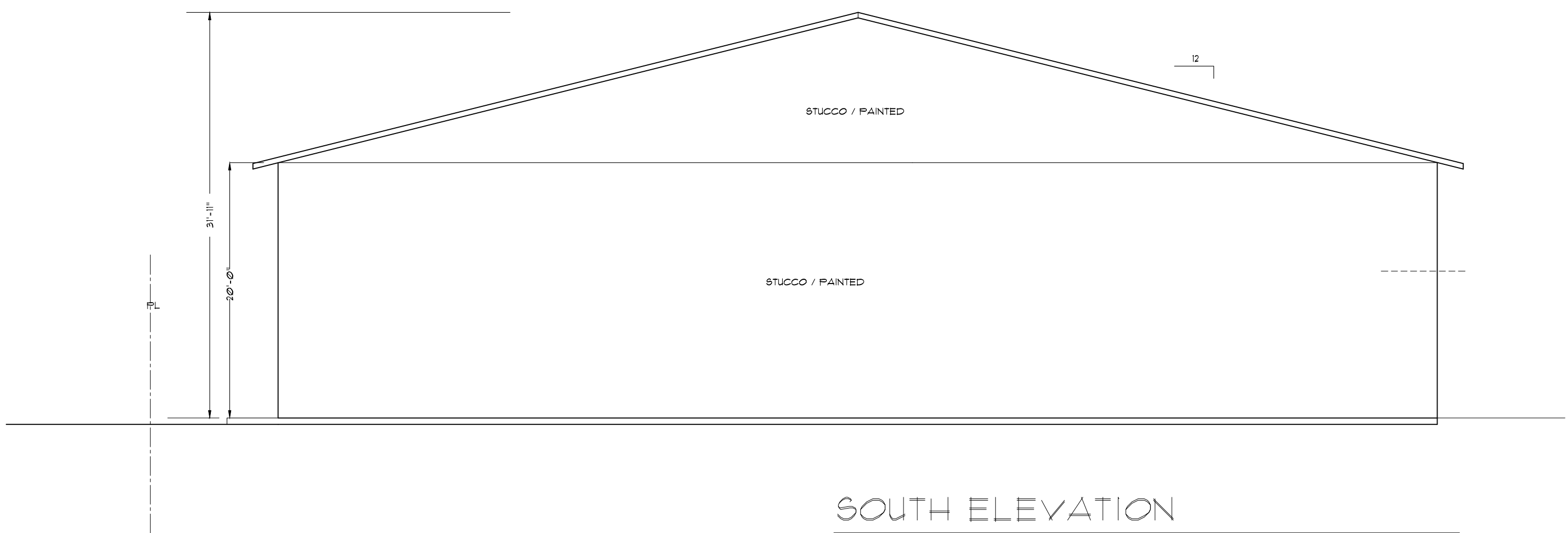
NORTH ELEVATION

SCALE 1/8" = 1'-0"



NORTH ELEVATION ALT

SCALE 1/8" = 1'-0"



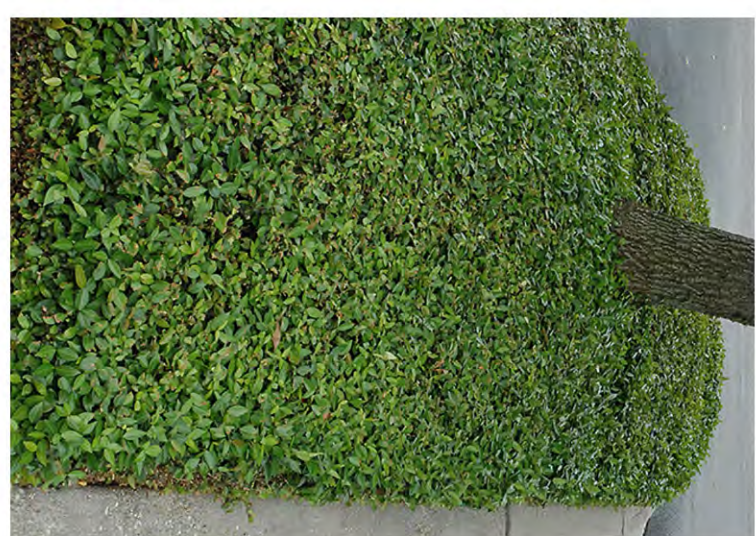
CONCEPT 4
EXTERIOR ELEVATIONS

SCALE 1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

A-4	SHEET	DATE 12-22-23	450 BOXING GYM 450 ATLANTIC BOULEVARD NEPTUNE BEACH, FLORIDA	MICHAEL DUNLAP ARCHITECT P.A. 1120 SECOND AVENUE NORTH JACKSONVILLE BEACH, FLORIDA 904.358.1002 FLORIDA REGISTRATION AR 9200	MICHAEL DUNLAP ARCHITECT
-----	-------	------------------	---	---	--------------------------

EXHIBIT G
Landscape Plans

LANDSCAPE CONCEPT PLAN
LA-1

ASIATIC JASMINE

LANDSCAPE ENTRY CONCEPT PLAN

0 10 20 40

SCALE: 1/8" = 1'

EXHIBIT H

Deed

Prepared by and return to:
Timothy Shippee
Hathaway & Reynolds, PLLC
50 A1A North, Suite 108
Ponte Vedra Beach, FL 32082

File Number: 2023-1119

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 6th day of October, 2023, between Neptune Beach Professional Center, LLC, a Florida Limited Liability Company, whose post office address is P.O. Box 3377, Ponte Vedra Beach, FL 32004, grantor, and LHV, LLC, a New York Limited Liability Company, whose post office address is 816 Hawks Nest Court, Ponte Vedra Beach, FL 32082, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Duval County, Florida, to-wit:

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, Duval County, Florida, more particularly described as follows: A part of Government Lot 1, Section 21, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For a point of reference commence at the intersection of the Southerly right of way line of Atlantic Boulevard as now established as a 100 foot right of way with the Westerly right of way line of Third Street North (State Road No. A1A) as now established as a 100 foot right of way; thence South 89 degrees 24 minutes 50 seconds West, along said Southerly right of way line of Atlantic Boulevard, a distance of 542.44 feet; thence South 06 degrees 33 minutes 10 seconds East, along the Westerly line of those lands as described in Official Records Volume 5015, page 95 of the current public records of said county, a distance of 402.01 feet; thence North 83 degrees 26 minutes 50 seconds East, along the Southerly line of said lands, a distance of 33.00 feet to the point of Beginning; thence continuing North 83 degrees 26 minutes 50 seconds East, along said Southerly line a distance of 101.35 feet; thence South 00 degrees 34 minutes 32 seconds East a distance of 322.62 feet; thence South 89 degrees 23 minutes 34 seconds West a distance of 100.74 feet; thence North 00 degrees 35 minutes 10 seconds West, along the Easterly line of those lands as described in Official Records Volume 4608, pages 939 and 949 of said current public records a distance of 312.12 feet to the Point of Beginning.

Together with a driveway easement recorded in Official Records Volume 4360, page 929.

Parcel Identification Number: 172395-0060

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

SUBJECT TO covenants, conditions, restrictions, easements of record and taxes for the current year.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said

land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as specified herein.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Two Different Witnesses have signed below (the Notary may be one of the Witnesses) and neither the Notary, nor any Witness, is related to the Signor or has a beneficial interest in the property described above.

Signed, sealed and delivered in our presence:

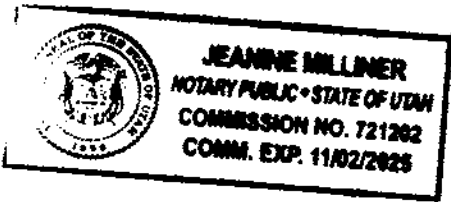
Witness (sign and print name)
Witness 1 Signature Jeanine Milliner
Witness 1 Printed Name Jeanine Milliner
Witness 2 Signature Sharon Daisy Griffiths
Witness 2 Printed Name Sharon Daisy Griffiths

Neptune Beach Professional Center, LLC, a Florida
Limited Liability Company
Sign Here [Signature]
Alan Dickinson, Authorized Member
Sign Here [Signature]
Kelly Dickinson, Authorized Member

State of Utah
County of Weber

The foregoing instrument was acknowledged before me by means of (X) Physical Presence or () Online Notarization, this 5 day of October, 2023, by Alan Dickinson and Kelly Dickinson, Authorized members of Neptune Beach Professional Center, LLC, a Florida Limited Liability Company, who () are personally known to me or (X) have produced Id. Drivers Lic as identification.

Jeanine Milliner
NOTARY PUBLIC
Printed Name Jeanine Milliner
My Commission Expires 11/02/2025



1-31-77
2-9-77

9

VOL 4360 PG 929

55 304
57 511

OFFICIAL RECORDS

DRIVEWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That METROPOLITAN SECURITIES COMPANY, INC., a Florida Corporation, the "Grantor", in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DEVELOPERS DIVERSIFIED ENTERPRISES LTD., an Ohio Limited Partnership, the "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell, convey and dedicate unto the said Grantee, its successors and assigns, the following:

A nonexclusive, perpetual right, liberty, privilege, authority, and easement to locate, relocate, erect, construct, renew, replace, add to, operate and maintain on, over, under, across and within the premises described in EXHIBIT "A" attached hereto, pedestrian walkways, vehicular driveways and similar paved areas, along with utility facilities and appurtenances thereto ("facilities") as shall from time-to-time be established, to provide the premises described in EXHIBIT "B" with access for pedestrian and vehicular traffic; installation and maintenance of the aforesaid facilities, together with the right of ingress and egress along the abutting premises for the right to repair and maintain the facilities installed within the easement.

The aforesaid grant of easement shall be under and subject to the condition that the facilities to be installed within the easement area shall be constructed and installed by Grantee in a good and workmanlike manner; that any subsequent relocation within the easement of said facilities by the Grantee made necessary because of alterations to or improvements in the same shall be done by the Grantee at its sole cost and expense. The parties hereto agree that no building(s) or other permanent structure(s) shall be constructed or erected upon the easement area save and except, by example but not limitation, paving, curbing, landscaping, facilities incidental to driveways and pedestrian walkways and utility lines.

Prepared By 1 det to
Henry Feinstein
23200 Chagrin Blvd
Cleveland Ohio 44122

After the initial installation, the Grantee, as a further condition of this easement agrees as soon as possible after completion of work within the easement area to restore the same to its condition just prior to the commencement of such work save as to the facilities installed.

The Grantee agrees to indemnify and hold harmless the Grantor from any and all damages occasioned by the construction, reconstruction, operation, repair and maintenance of the facilities to be installed within the easement area.

The Grantor reserves unto itself, its successors and assigns the right to use the easement area for any purpose not inconsistent with the purposes for which this easement is granted, including the right to use said driveways and to construct other driveways and walkways to said driveway.

The acceptance of this instrument by the Grantee shall serve as its acknowledgment and acceptance of the terms herein recited and shall bind the Grantee as though this document had been fully executed by said Grantee.

As used herein, the terms Grantor and Grantee shall include their representatives, heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this

18th day of March, 1977.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

METROPOLITAN SECURITIES COMPANY, INC.
a Florida Corporation

By [Signature]
Chairman of President & Board

STATE OF FLORIDA)
COUNTY OF Duval) SS:

Before me a notary public in and for said County and State, personally appeared the above named Metropolitan Securities Company, Inc. a Florida Corporation, by [Signature] its Chairman, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of Metropolitan Securities Company, Inc. and the free act and deed of the Board individually and as such officer.

In Testimony Whereof, I have hereunto set my hand and seal this 18th day of March, 1977.

[Signature]
Notary Public

This Instrument Prepared By:
JEROME M. FEISTMAN
WOLSTEIN, FEISTMAN & FAIGUS
23200 Chagrin Boulevard
3 Commerce Park Square
Cleveland, Ohio 44122

My commission expires Dec. 31, 1977

Parcel "I" (50 foot wide easement)

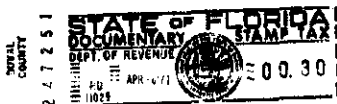
Easement Acquired from Dr. Edmonds for Drive

A 50 foot wide parcel of land lying in Government lot 1, Section 21, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For Point of Reference commence at the Southerly right-of-way line of Atlantic Boulevard (having a 100 foot right-of-way) with the Westerly right-of-way line of Third Street North (having a 100 foot right-of-way) and run South $89^{\circ} 24' 50''$ West along the Southerly right-of-way line of said Atlantic Boulevard, 241.31 feet to a point; run thence South $6^{\circ} 33' 10''$ East, 370.71 feet to the Southeast corner of lands described in the Official Records of said county in Volume 2976, Page 363; run thence South $83^{\circ} 26' 50''$ West along the south line of last mentioned lands 60.0 feet to a point for the Point of Beginning.

From the Point of Beginning thus described run South $6^{\circ} 33' 10''$ East, along the west side of a 60 foot wide drainage right-of-way as described in Deed Book 1700, Page 153, public records of said County, 50.0 feet to a point; run thence South $83^{\circ} 26' 50''$ West, 211.73 feet to a point; run thence North $0^{\circ} 35' 10''$ West, 50.27 feet to a point on the South line of lands described in said Official Records Volume 2976, Page 363; run thence North $83^{\circ} 26' 50''$ East along said South line, 206.5 feet to the Point of Beginning.



RECORDER'S MIND OF LIABILITY QUESTIONABLE
WHEN DOCUMENT RECEIVED.



10/22/76

EXHIBIT "A"

PARCELS D, F, K & G.

A parcel of land lying in Government Lots 1 and 2, Section 21, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For Point of Reference commence at the southerly right-of-way line of Atlantic Boulevard (having a 100 foot right-of-way) with the Westerly right-of-way line of Third Street North (having a 100 foot right-of-way) and run South $89^{\circ} 24' 50''$ West along the southerly right-of-way line of said Atlantic Boulevard, 542.44 feet to the northwest corner of land, described in the Official Records of said county in Volume 2976, page 363, for the Point of Beginning.

From the Point of Beginning thus described run South $6^{\circ} 33' 20''$ East along the west line of said lands, 402.01 feet to the southwest corner of said lands; run thence North $85^{\circ} 25' 50''$ East along a portion of the south line of said lands, 33.0 feet to a point; run thence South $6^{\circ} 35' 10''$ East, 351.97 feet to a point on the south line of Government lot 1, aforementioned; run thence South $89^{\circ} 04' 45''$ West along the south line of said Government Lot 1, a distance of 1,064.75 feet to a point on the southerly prolongation of the westerly line of lands described in the Official Records of said county in Volume 3177, page 821; run thence North $6^{\circ} 35' 10''$ West along said last mentioned line and along the east line of said last mentioned land, a distance of 75.41 feet to the southerly right-of-way line of Atlantic Boulevard, aforementioned; run thence North $89^{\circ} 24' 50''$ East along said southerly right-of-way line, 991.12 feet to the Point of Beginning, containing 17.50 acres, more or less.

Subject however, to a 50 foot wide easement for drainage to the State of Florida along a portion of the easterly 50 feet of above described land.

77- 25614

APR 6 4 55 PM '77

FILED IN 1977 BY N. H. HARRIS
 REC'D BY J. L. HARRIS
James L. Harris
 CLERK

Exhibit

"B"

QUITCLAIM DEED

Vol. 4608 PG 934
OFFICIAL RECORDS

Made this 29th day of March, 1978, between DEVELOPERS DIVERSIFIED ENTERPRISES, LTD., an Ohio limited partnership, Party of the First Part, and DEVELOPERS DIVERSIFIED, LTD., an Ohio limited partnership, Party of the Second Part, 23200 Chagrin Blvd. Cleveland, Ohio

WITNESSETH: That the said Party of the First Part has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said Party of the Second Part, and its successors and assigns forever, the following described lands, situated, lying and being in the County of Duval, State of Florida, to-wit:

More fully described in EXHIBIT "A", attached hereto and made a part hereof.

This is a Deed of Convenience, the consideration for which is less than One Hundred Dollars (\$100).

The undersigned limited partners, Bert L. Wolstein and Iris S. Wolstein, are all of the limited partners and the general partner of DEVELOPERS DIVERSIFIED ENTERPRISES, LTD.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand the day and year first above written.

Signed in our presence:

DEVELOPERS DIVERSIFIED ENTERPRISES, LTD.

Bert L. Wolstein
Iris S. Wolstein
Bert L. Wolstein
Iris S. Wolstein

By Bert L. Wolstein
GENERAL PARTNER
By Iris S. Wolstein
LIMITED PARTNERS

STATE OF OHIO) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state personally appeared Bert L. Wolstein who acknowledged that he is both a general and limited partner of DEVELOPERS DIVERSIFIED ENTERPRISES, LTD., and that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 29th day of March, 1978.

Terry E. Skall
NOTARY PUBLIC
TERRY E. SKALL
Notary Public, State of Ohio - Exp. Dec. 20, 1982
My Commission Expires Dec. 20, 1982

STATE OF OHIO) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Iris S. Wolstein who acknowledged that she is a limited partner of DEVELOPERS DIVERSIFIED ENTERPRISES, LTD., and that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 29th day of March, 1978.

Terry E. Skall
NOTARY PUBLIC

This Instrument Prepared By:
WOLSTEIN, PERSTMAN & FAIGUS
23200 Chagrin Boulevard
Three Commerce Park Square
Cleveland, Ohio 44122

TERRY E. SKALL
Notary Public, State of Ohio - Exp. Dec. 20, 1982
My Commission Expires Dec. 20, 1982

A parcel of land lying in Government Lot 1, Section 21, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For Point of Reference commence at the southerly right-of-way line of Atlantic Boulevard (having a 100 foot right-of-way) with the westerly right-of-way line of Third Street North (having a 100 foot right-of-way) and run South $89^{\circ} 24' 50''$ West along the southerly right-of-way line of said Atlantic Boulevard, 542.44 feet to the northwest corner of lands described in the Official Records of said county in Volume 2976, Page 363; run thence South $6^{\circ} 33' 10''$ East along the west line of said lands, 402.01 feet to the southwest corner of said lands; run thence North $83^{\circ} 26' 00''$ East along a portion of the south line of said lands, 33.0 feet to a point; run thence South $0^{\circ} 35' 10''$ East, 351.87 feet to a point on the south line of Government Lot 1, aforementioned for the Point of Beginning.

From the Point of Beginning thus described run North $89^{\circ} 03' 45''$ East 246.25 feet to the westerly line of a 60 foot wide drainage right-of-way to the City of Neptune Beach as described in Deed Book 1700, Page 153, current public records of said county; run thence North $6^{\circ} 33' 10''$ West along said westerly right-of-way line 40.19 feet to a point; run thence South $89^{\circ} 03' 45''$ West 240.07 feet to a point; run thence South $0^{\circ} 35' 10''$ East 40.0 feet to the Point of Beginning.

10/22/76

Parcel "I" (50 foot wide easement)

Easement Acquired from Dr. Edmonds for Drive

Vol. 4608 PC 937

OFFICIAL RECORDS

A 50 foot wide parcel of land lying in Government Lot 1, Section 21, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For Point of Reference commence at the Southerly right-of-way line of Atlantic Boulevard (having a 100 foot right-of-way) with the Westerly right-of-way line of Third Street North (having a 100 foot right-of-way) and run South $89^{\circ} 24' 50''$ West along the Southerly right-of-way line of said Atlantic Boulevard, 241.31 feet to a point; run thence South $6^{\circ} 33' 10''$ East, 370.71 feet to the Southeast corner of lands described in the Official Records of said county in Volume 2976, Page 363; run thence South $83^{\circ} 26' 50''$ West along the south line of last mentioned lands 60.0 feet to a point for the Point of Beginning.

From the Point of Beginning thus described run South $6^{\circ} 33' 10''$ East, along the west side of a 60 foot wide drainage right-of-way as described in Deed Book 1700, Page 153, public records of said County, 50.0 feet to a point; run thence South $83^{\circ} 26' 50''$ West, 211.73 feet to a point; run thence North $0^{\circ} 35' 10''$ West, 50.27 feet to a point on the South line of lands described in said Official Records Volume 2976, Page 363; run thence North $83^{\circ} 26' 50''$ East along said South line, 206.5 feet to the Point of Beginning.

10/12/76

EXHIBIT A-3

Parcel "E"

A portion of Government Lot 1, Section 21, Township 2 South, Range 29 East, Duval County, Florida; said portion being the northerly 50 feet of a 60 foot wide strip of land as described in deed to City of Neptune Beach as recorded in Deed Book 1700, page 150 of the current public records of said county. The east line of said northerly 50 feet being the west line of Horne's Neptune Acres, as recorded in Plat Book 13, page 87, and the north line of said northerly 50 feet being the south line of lands described in the Official Records of said county in Volume 1976, page 363.

4608 PG 939

OFFICIAL RECORDS

Revised Parcel "B" - (For Simple Parcel) - (REVISED OCT. 14, 1976)
(of R MAX LEASE HOLD)

A parcel of land lying in Government Lots 1 and 2, Section 21, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows: For Point of Reference coeherence at the southerly right-of-way line of Atlantic Boulevard (having a 100 foot right-of-way line of the westerly right-of-way line of Third Street North (having a 100 foot right-of-way) and run South 89° 24' 50" West along the southerly right-of-way line of said Atlantic Boulevard, 542.44 feet to the northwest corner of lands described in the Official Records of said county in Volume 2976, page 363, for the Point of Beginning.

From the Point of Beginning thus described run South 6° 33' 10" East along the west line of said lands, 402.01 feet to the southwest corner of said lands; run thence North 83° 25' 50" East along a portion of the south line of said lands, 33.0 feet to a point; run thence South 0° 35' 10" East, 351.87 feet to a point on the south line of Government Lot 1, aforementioned; run thence South 89° 03' 45" West along the south line of said Government Lot 1, a distance of 447.60 feet to a point; run thence North 0° 35' 10" West, 336.52 feet to a point; run thence South 89° 24' 50" West, 55.0 feet to a point; run thence North 0° 35' 10" West, 205.5 feet to a point; run thence North 89° 24' 50" East, 44.0 feet to a point; run thence North 0° 35' 10" West, 209.0 feet to a point on the southerly right-of-way line of said Atlantic Boulevard; run thence North 89° 24' 50" East along said southerly right-of-way line, 383.97 feet to the Point of Beginning, containing 7.52 acres, more or less.

Subject however, to a 50 foot wide easement for drainage to the State of Florida along a portion of the easterly 50 feet of above described land.

Subject also to easement for utilities to the City of Neptune Beach as described in Official Record Volume 2254, Pages 94 thru 97.

OFFICIAL RECORDS

Parcels "A" and "n" (North of Sambo's Restaurant)

Drive to be Owned In Fee

A parcel of land being part of Horne's Neptune Acres according to plat thereof recorded in the current public records of Duval County, Florida, in Plat Book 13, Page 27, said parcel of land being more particularly described as follows: For Point of Reference, commence at the intersection of the southerly right-of-way line of Atlantic Boulevard (having a 100 foot right-of-way) with the Westerly right-of-way line of Third Street North (having a 100 foot right-of-way) and run South $6^{\circ} 33' 10''$ East along said Westerly right-of-way line of Third Street, 323.63 feet to a point for the Point of Beginning.

From the Point of Beginning thus described continue South $6^{\circ} 33' 10''$ East along said westerly right-of-way line, 42.0 feet to the northeasterly corner of lands described in the Official Records of said county in Volume 3943, Page 165; run thence South $83^{\circ} 26' 50''$ West along the north line of lands described in said Official Records, 200.0 feet to a point; run thence South $62^{\circ} 53' 28''$ West 42.72 feet to a point on the westerly line of said Horne's Neptune Acres; run thence North $6^{\circ} 33' 10''$ West along the westerly line of said Horne's Neptune Acres, 45.0 feet to a point; run thence North $80^{\circ} 35' 05''$ East, 240.30 feet to the Point of Beginning. The above described lands being subject to easements for utilities to City of Neptune Beach as described in Official Record Volume 2254, Pages 94 thru 97, and in Official Record Volume 3385, Page 469.

10/22/76

EXHIBIT A-5

78-28641

APR 6 12 33 PM '78

FILED AND INDEXED IN PUBLIC

RECORDS - TALLahas

6/2/78

TALLahas

EXHIBIT I

Shared Parking Analysis Memorandum

April 8, 2024

Heather Whitmore
Community Development Director
City of Neptune Beach
Planning and Community Department
116 First Street
Neptune Beach, Florida 32266

RE: Shared Parking Analysis
450 Atlantic Boulevard Neptune Beach, Florida
Parcel 172395-0060

Dear Ms. Whitmore:

LHV LLC (Applicant) is currently working on the redevelopment the site located at 450 Atlantic Boulevard. The proposed redevelopment uses are a racquet ball/pickleball/martial arts training facility on the first floor and a karaoke bar on the second floor. A site plan is attached. According to the City, the base code-required parking calculation of 50 spaces was previously agreed to based on Table 1 below. The parking rates shown in Table 1 are based on Table 27-540-1 within the Land Development Code and previous correspondence with the City. Per City coordination, the downstairs parking requirement was calculated by each area that corresponds to a “type of use or development activity” in Table 27-540-1. This results in some of the total gross downstairs square footage being left out of the calculations (ancillary areas such as elevator, mechanical, bathrooms, hallways, etc.).

Table 1: Base Parking Requirement, Not Adjusted for Shared Parking

Floor	Land Use	Quantity	Unit	City of Neptune Beach Parking Requirement	Code Parking Supply Required
First	Office	327	SF	1 space per 400 SF	1
	Package Store	146	SF	1 space per 300 SF	1
	MMA Training	2,776	SF	1 space per 500 SF	6
	Racquetball/Pickleball	4	courts	2 spaces per court	8
	Total First Floor Parking Requirement				16
Second	Bar/Tavern (seats)	120	seats	1 space per 4 public seats	30
	Bar/Tavern (employees)	3	employees	1 space per 2 employees	2
	Billiard Tables	3	tables	2 spaces per 3 tables	2
	Total Second Floor Parking Requirement				34
Total Parking Requirement					50

Because the site only includes 38 parking spaces, a shared parking analysis has been conducted to consider the time-of-day variation in parking for the different uses proposed. The shared

parking analysis is based on data published by Urban Land Institute (ULI) in *Shared Parking, Third Edition*.

For this shared parking analysis, all uses on the first floor were considered to follow the time-of-day variation in parking demand for the “health club” land use data published by ULI. All uses on the second floor were considered to follow the time-of-day variation in parking demand for the “bar/lounge/nightclub” land use data published by ULI. The base City-required parking supplies were factored by the time-of-day percentages published by ULI to account for variations in peaks for the different uses. The calculations are shown in Tables 2, 3, and 4. Per the Applicant, the uses on the first floor would be required to close by 8:00 PM. Therefore, the percentage of visitor parking for the Health Club land use was set to 25 percent at 8:00 PM and 0 percent for the hours after 8:00 PM. All other visitor time of day percentages were set to the ULI-published percentages. The resulting shared parking analysis shows a maximum parking need of 35 spaces during both weekdays and weekends. Excerpts from *Shared Parking, Third Edition* are included as an attachment.

Please accept this shared parking analysis to allow for a reduction in the base parking requirement for the proposed site. It should also be noted that this site lies within the Commercial C-3 zoning district but borders the Central Business District. If the site were in the Central Business District, the parking requirement would be reduced by 50% per the Land Development Code.

Please contact me at (904) 828-3900 or jack.hulsberg@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Jack Hulsberg, P.E.
Transportation Engineer

Table 2: ULI Visitor/Employee Percentages

Floor	Main Land Use	Weekday % Visitors	Weekday % Employees	Weekend % Visitors	Weekend % Employees
First	Health Club	94%	6%	96%	4%
Second	Bar/Lounge/Nightclub	92%	8%	92%	8%

Table 3: Hourly Variation in Parking Demand: Weekdays

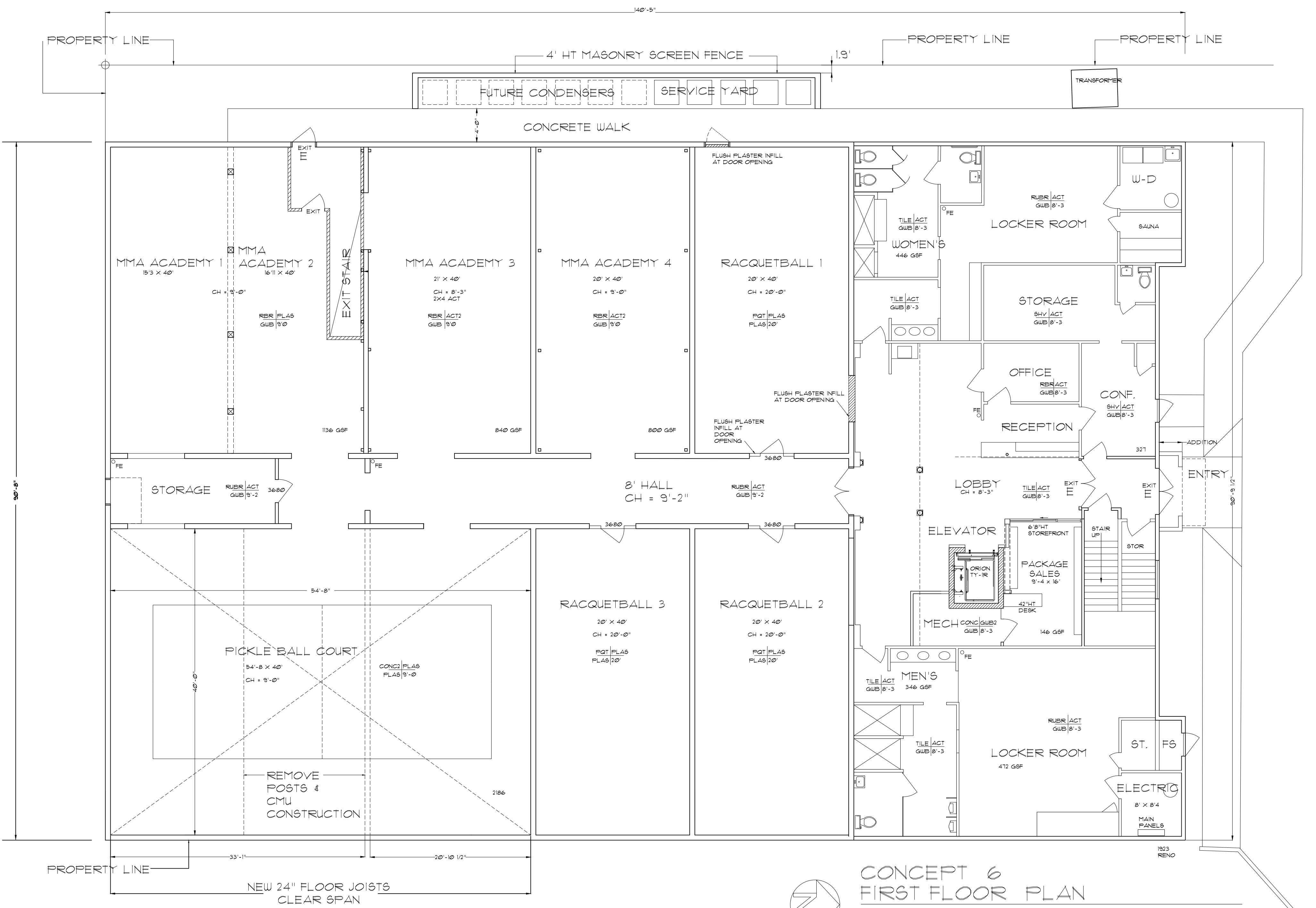
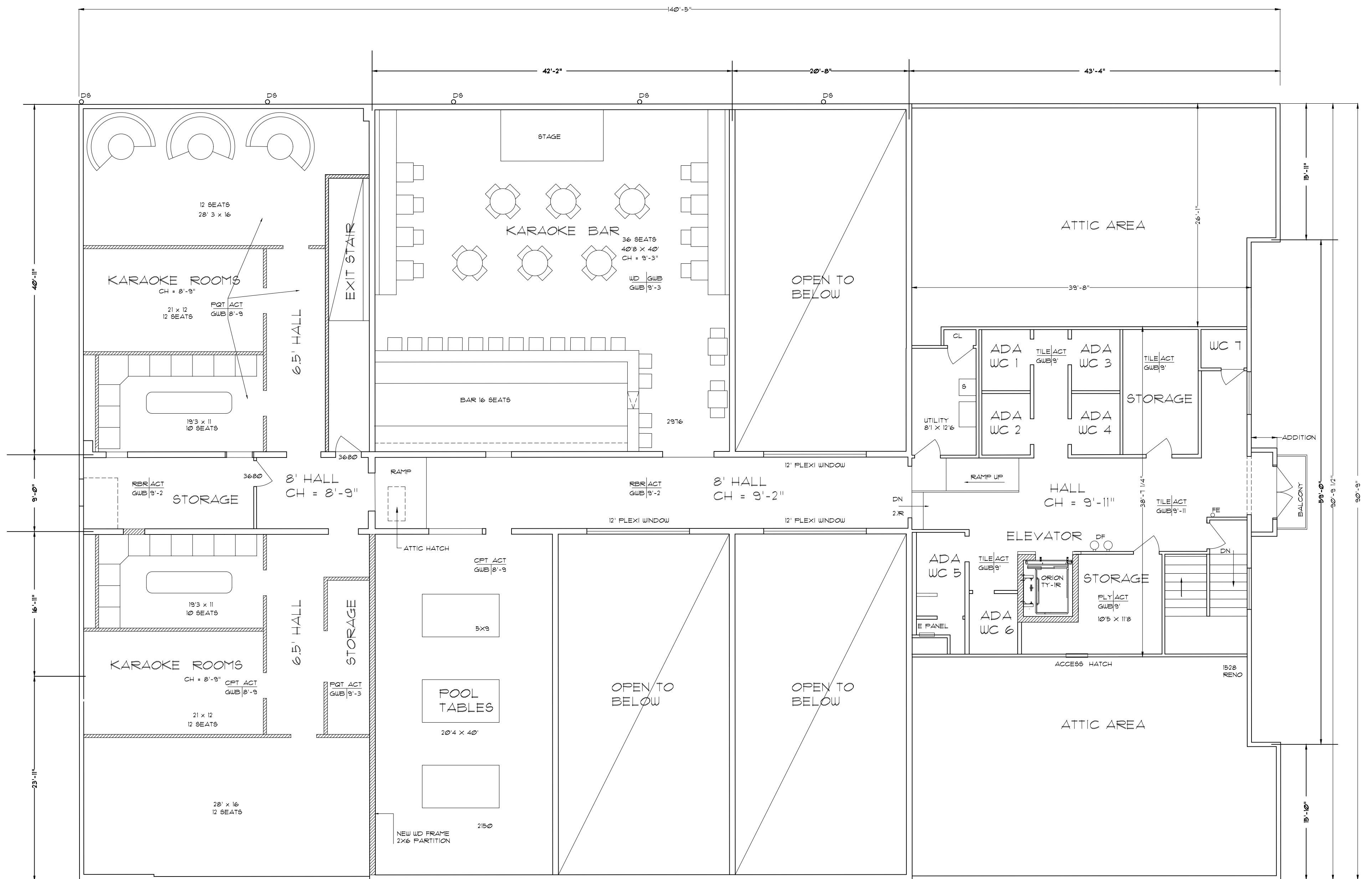
Land Use	Weekday Parking	Visitor/ Employee	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Health Club	15	Visitors	70%	40%	40%	70%	70%	80%	60%	70%	70%	70%	80%	90%	100%	90%	25%	0%	0%	0%	0%
			11	6	6	11	11	12	9	11	11	11	12	14	15	14	4	0	0	0	0
	1	Employees*	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%
			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0
Bar/Lounge /Nightclub	31	Visitors	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%	75%	50%
			0	0	0	0	0	0	0	0	0	0	0	0	8	16	23	31	31	23	16
	3	Employees	0%	0%	0%	5%	5%	5%	5%	10%	10%	10%	20%	45%	70%	100%	100%	100%	100%	90%	60%
			0	0	0	0	0	0	0	0	0	0	1	1	2	3	3	3	3	3	2
Subtotals, Hourly Parking Demand			12	7	7	12	12	13	10	12	12	12	14	16	26	34	31	35	35	26	18

*Given minimal employees, assumed 100%

Table 4: Hourly Variation in Parking Demand: Weekends

Land Use	Weekend Parking	Visitor/ Employee	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Health Club	15	Visitors	80%	45%	35%	50%	35%	50%	50%	30%	25%	30%	55%	100%	95%	60%	25%	0%	0%	0%	0%
			12	7	5	8	5	8	8	5	4	5	8	15	14	9	4	0	0	0	0
	1	Employees*	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%
			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0
Bar/Lounge /Nightclub	31	Visitors	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%
			0	0	0	0	0	0	0	0	0	0	0	0	8	16	23	31	31	31	31
	3	Employees	0%	0%	0%	5%	5%	5%	5%	10%	10%	10%	20%	45%	70%	100%	100%	100%	100%	100%	100%
			0	0	0	0	0	0	0	0	0	0	1	1	2	3	3	3	3	3	3
Subtotals, Hourly Parking Demand			13	8	6	9	6	9	9	6	5	6	10	17	25	29	31	35	35	34	34

*Given minimal employees, assumed 100%



PRELIMINARY NOT FOR CONSTRUCTION

A-2	SHEET	DATE 3-04-24	450 GYM 450 ATLANTIC BOULEVARD NEPTUNE BEACH, FLORIDA
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MICHAEL DUNLAP ARCHITECT P.A. 1120 SECOND AVENUE NORTH JACKSONVILLE BEACH, FLORIDA 904.358.1002 FLORIDA REGISTRATION AR 9200	FINISH KEY FLOOR FINISH CEILING FINISH WALL FINISH CEILING HT NOTE: SEE FINISH SCHEDULE FOR DETAILS
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Used to estimate visitor/employee split

FIGURE 2-2 **Base Parking Ratios**

Land use	Weekday (parking spaces/unit land use)		Weekend (parking spaces/unit land use)		Peak ratio	Units	Source
	Visitors	Employees	Visitors	Employees			
Retail <400,000 sq ft	2.90	0.70	3.20	0.80	4.00	ksf GLA	1
Retail 400,000–600,000 sq ft	sliding scale between <400,000 and 600,000				scaled 4.00 to 4.50	ksf GLA	1
Retail 600,000–1 million sq ft	3.20	0.80	3.60	0.90	4.50	ksf GLA	1
Retail 1 million–2 million sq ft	sliding scale between 1 million and 2 million sq ft				scaled 4.00 to 4.50	ksf GLA	2
Retail >2 million sq ft	2.90	0.70	3.20	0.80	4.00	ksf GLA	2
Supermarket/grocery	4.00	0.75	4.00	0.75	4.75	ksf GLA	2,3
Pharmacy	3.00	0.40	3.00	0.40	3.40	ksf GLA	3
Discount stores/superstores	3.40	0.85	3.80	0.95	4.75	ksf GLA	3
Home improvement stores/garden	3.10	0.80	3.45	0.90	4.35	ksf GLA	2
Fine/casual dining	13.25	2.25	15.25	2.50	17.75	ksf GLA	2,3
Family restaurant	15.25	2.15	15.00	2.10	17.10	ksf GLA	2,3
Fast casual/fast food	12.40	2.00	12.70	2.00	14.70	ksf GLA	3
Bar/lounge/nightclub	15.25	1.25	17.50	1.50	19.00	ksf GLA	2
Family entertainment	1.80	0.20	2.50	0.25	2.75	ksf GLA	2
Active entertainment	1.50	0.15	1.80	0.20	2.00	ksf GLA	2
Amusement park/water park	3.00	0.30	3.70	0.37	4.07	ksf GLA	2
Adult active entertainment	9.00	1.00	10.00	1.20	11.20	ksf GLA	2
Cineplex	0.15	0.01	0.24	0.01	0.25	seat	2,3
Specialty movie theater	0.18	0.02	0.29	0.01	0.30	seat	2,3
Live theater	0.30	0.07	0.33	0.07	0.40	seat	2,3
Outdoor amphitheater	0.30	0.07	0.33	0.07	0.40	seat	2
Public park/destination open space	4.00	0.40	5.00	0.50	5.50	acre	2
Museum/aquarium	4.00	0.40	4.50	0.50	5.00	ksf GLA	2
Public library	2.00	0.25	1.90	2.00	3.90	ksf GLA	2
Health club	6.60	0.40	5.50	0.25	7.00	ksf GLA	2,3
Daycare center	1.50	2.00			3.50	ksf GFA	2,3
Convention center	5.50	0.50	5.50	0.50	6.00	ksf GFA	2

(continued on next page)

FIGURE 2-4 **Weekday Time-of-Day Adjustments**

Land use		6 a.m.	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.	5 p.m.	6 p.m.	7 p.m.	8 p.m.	9 p.m.	10 p.m.	11 p.m.	12 a.m.
Retail typical	Visitors	1%	5%	15%	35%	60%	75%	100%	100%	95%	85%	85%	85%	90%	80%	65%	45%	15%	5%	0%
December	Visitors	1%	5%	15%	30%	55%	75%	90%	100%	100%	95%	80%	85%	90%	90%	85%	50%	30%	10%	0%
Late December	Visitors	1%	5%	10%	20%	40%	65%	90%	100%	100%	100%	95%	85%	70%	55%	40%	25%	15%	5%	0%
All	Employees	10%	15%	25%	45%	75%	95%	100%	100%	100%	100%	100%	100%	100%	100%	90%	60%	40%	20%	0%
Supermarket/ grocery	Visitors	5%	20%	30%	50%	60%	67%	85%	90%	95%	97%	100%	100%	100%	85%	55%	35%	20%	5%	5%
	Employees	20%	30%	40%	80%	90%	100%	100%	100%	100%	100%	100%	100%	80%	50%	35%	20%	20%	20%	20%
Pharmacy	Visitors	5%	20%	30%	60%	60%	67%	85%	90%	95%	97%	100%	100%	100%	85%	55%	35%	20%	5%	5%
	Employees	20%	30%	40%	80%	90%	100%	100%	100%	100%	100%	100%	100%	80%	50%	35%	20%	20%	20%	20%
Discount stores/ superstores	Visitors	15%	35%	45%	65%	75%	85%	100%	100%	100%	100%	95%	85%	75%	60%	45%	30%	10%	5%	1%
	Employees	25%	45%	55%	75%	85%	100%	100%	100%	100%	100%	95%	85%	70%	55%	40%	20%	20%	20%	20%
Home improvement stores/garden	Visitors	15%	20%	35%	55%	85%	99%	100%	99%	98%	90%	85%	80%	75%	60%	50%	30%	10%	0%	0%
	Employees	25%	30%	45%	65%	95%	100%	100%	100%	100%	100%	95%	90%	85%	70%	60%	40%	20%	0%	0%
Food and beverage																				
Fine/casual dining	Visitors	0%	0%	0%	0%	15%	40%	75%	75%	65%	40%	50%	75%	95%	100%	100%	100%	95%	75%	25%
	Employees	0%	20%	50%	75%	90%	90%	90%	90%	90%	75%	75%	100%	100%	100%	100%	100%	100%	85%	35%
Family restaurant	Visitors	25%	50%	60%	75%	85%	90%	100%	90%	50%	45%	45%	75%	80%	80%	80%	60%	55%	75%	25%
	Employees	50%	75%	90%	90%	100%	100%	100%	100%	100%	75%	75%	95%	95%	95%	95%	80%	65%	65%	35%
Fast casual/ fast food/food court/food halls	Visitors	5%	10%	20%	30%	55%	85%	100%	100%	90%	60%	55%	60%	85%	80%	50%	30%	20%	10%	5%
	Employees	20%	20%	30%	40%	75%	100%	100%	100%	95%	70%	60%	70%	90%	90%	60%	40%	30%	20%	20%
Bar/lounge/ nightclub	Visitors	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%	75%	50%
	Employees	0%	0%	0%	5%	5%	5%	5%	10%	10%	10%	20%	45%	70%	100%	100%	100%	100%	90%	60%
Entertainment																				
Family entertainment	Visitors	0%	0%	0%	0%	45%	65%	85%	95%	100%	95%	90%	70%	60%	45%	0%	0%	0%	0%	0%
	Employees	0%	0%	5%	25%	75%	100%	100%	100%	100%	100%	100%	80%	70%	55%	10%	5%	5%	5%	5%
Active entertainment	Visitors	0%	0%	0%	0%	25%	65%	85%	90%	95%	95%	90%	95%	100%	95%	90%	65%	10%	0%	0%
	Employees	5%	5%	5%	25%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	75%	10%	5%	5%
Adult active entertainment	Visitors	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%
	Employees	0%	0%	0%	5%	5%	5%	5%	10%	10%	10%	20%	45%	70%	100%	100%	100%	100%	100%	100%
All movies typical	Visitors	0%	0%	0%	0%	0%	0%	20%	45%	55%	55%	55%	60%	60%	80%	100%	100%	80%	65%	40%
Late December	Visitors	0%	0%	0%	0%	0%	0%	35%	60%	75%	80%	80%	80%	70%	80%	100%	100%	85%	70%	55%
All	Employees	0%	0%	0%	0%	0%	10%	50%	60%	60%	75%	75%	100%	100%	100%	100%	100%	70%	50%	50%
Live theater	Visitors	0%	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	25%	100%	100%	0%	0%	0%
	Employees	0%	10%	10%	20%	20%	20%	30%	30%	30%	30%	30%	30%	100%	100%	100%	100%	30%	10%	5%
Outdoor amphitheater	Visitors	0%	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	25%	100%	100%	0%	0%	0%
	Employees	0%	10%	10%	20%	20%	20%	30%	30%	30%	30%	30%	30%	100%	100%	100%	100%	30%	10%	5%
Public park/ destination open space	Visitors	1%	5%	10%	25%	50%	65%	85%	95%	100%	95%	90%	70%	90%	100%	100%	100%	80%	50%	10%
	Employees	5%	10%	25%	50%	75%	100%	100%	100%	100%	100%	100%	80%	100%	100%	100%	100%	60%	20%	20%
Museum/ aquarium	Visitors	0%	0%	0%	0%	45%	65%	85%	95%	100%	95%	90%	85%	60%	30%	10%	0%	0%	0%	0%
	Employees	5%	5%	5%	25%	75%	100%	100%	100%	100%	100%	100%	80%	75%	10%	5%	0%	0%	5%	5%
Arena	Visitors	0%	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	1%	10%	25%	100%	100%	85%	0%	0%
No matinee	Employees	0%	10%	10%	20%	20%	20%	30%	30%	30%	30%	30%	30%	100%	100%	100%	100%	30%	10%	5%

(continued on next page)

FIGURE 2-4 (continued)

Land use		6 a.m.	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.	5 p.m.	6 p.m.	7 p.m.	8 p.m.	9 p.m.	10 p.m.	11 p.m.	12 a.m.
Entertainment (continued)																				
Pro football stadium 8 p.m. start	Visitors	0%	0%	0%	1%	1%	1%	5%	5%	5%	5%	5%	5%	10%	50%	100%	100%	85%	25%	0%
	Employees	0%	10%	10%	20%	20%	20%	30%	30%	30%	30%	30%	30%	100%	100%	100%	100%	100%	25%	10%
Pro baseball stadium	Visitors	0%	0%	0%	1%	1%	1%	5%	5%	5%	5%	5%	5%	10%	50%	100%	100%	85%	25%	0%
	Employees	0%	10%	10%	20%	20%	20%	30%	30%	30%	30%	30%	30%	100%	100%	100%	100%	100%	25%	10%
Health club	Visitors	70%	40%	40%	70%	70%	80%	60%	70%	70%	70%	80%	90%	100%	90%	80%	70%	35%	10%	0%
	Employees	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	100%	100%	75%	50%	20%	20%	20%	0%
Public library	Visitors	0%	0%	0%	100%	100%	98%	98%	78%	72%	65%	70%	79%	60%	50%	40%	0%	0%	0%	0%
	Employees	0%	10%	50%	100%	100%	100%	100%	100%	100%	100%	100%	90%	75%	50%	20%	10%	0%	0%	0%
Daycare center	Visitors	0%	2%	25%	75%	20%	20%	20%	20%	20%	20%	100%	50%	20%	5%	0%	0%	0%	0%	0%
	Employees	0%	50%	75%	90%	90%	90%	90%	90%	90%	100%	100%	100%	60%	40%	10%	0%	0%	0%	0%
Convention center	Visitors	0%	0%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%	30%	30%	10%	0%	0%	0%
	Employees	5%	30%	33%	33%	100%	100%	100%	100%	100%	100%	90%	70%	40%	25%	20%	20%	5%	0%	0%
Hotel and residential																				
Hotel-business	Visitors	95%	90%	80%	70%	60%	60%	55%	55%	60%	60%	65%	70%	75%	75%	80%	85%	95%	100%	100%
Hotel-leisure	Visitors	95%	95%	90%	80%	70%	70%	65%	65%	70%	70%	75%	80%	85%	85%	90%	95%	95%	100%	100%
Employee	Employees	10%	30%	100%	100%	100%	100%	100%	100%	100%	100%	70%	70%	40%	20%	20%	20%	20%	10%	5%
Restaurant/ lounge	Visitors	0%	10%	30%	10%	10%	5%	100%	100%	33%	10%	10%	30%	55%	60%	70%	67%	60%	40%	30%
Meeting/banquet (<100 sq ft/key)	Visitors	0%	0%	30%	60%	60%	60%	65%	65%	65%	65%	65%	100%	100%	100%	100%	100%	50%	0%	0%
Convention (>100 sq ft/key)	Visitors	0%	0%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%	30%	30%	10%	0%	0%	0%
Employee	Employees	10%	10%	60%	100%	100%	100%	100%	100%	100%	100%	100%	100%	60%	40%	40%	20%	0%	0%	0%
Residential guest	Visitors	0%	10%	20%	20%	20%	20%	20%	20%	20%	20%	20%	40%	60%	100%	100%	100%	100%	80%	50%
Resident reserved	Residents	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Residential suburban	Residents	95%	80%	67%	55%	50%	45%	40%	40%	40%	40%	45%	50%	60%	70%	80%	85%	95%	97%	100%
Residential urban	Residents	95%	85%	75%	65%	60%	55%	50%	50%	50%	55%	60%	65%	70%	75%	80%	85%	95%	97%	100%
Active senior housing	Visitors & employees	95%	97%	100%	100%	99%	98%	98%	99%	98%	100%	99%	94%	96%	98%	97%	97%	97%	98%	98%
	Residents	95%	97%	100%	100%	99%	98%	98%	99%	98%	100%	99%	94%	96%	98%	97%	97%	97%	98%	98%
Office																				
Office	Visitors	0%	1%	20%	60%	100%	45%	15%	45%	95%	45%	15%	10%	5%	2%	1%	0%	0%	0%	0%
	Employees unreserved	3%	15%	50%	90%	100%	100%	85%	85%	95%	95%	85%	60%	25%	15%	5%	3%	1%	0%	0%
	Employees reserved	00%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Medical/ dental office	Visitors	0%	0%	90%	90%	100%	100%	30%	90%	100%	100%	90%	80%	67%	30%	15%	0%	0%	0%	0%
	Employees	0%	20%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	67%	30%	15%	0%	0%	0%	0%
Bank (drive-in branch)	Visitors	0%	0%	50%	90%	100%	50%	50%	50%	70%	50%	80%	100%	0%	0%	0%	0%	0%	0%	0%
	Employees	0%	0%	60%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%

Source: See chapter 4 discussions for each land use.

FIGURE 2-5 **Weekend Time-of-Day Adjustments**

Land use		6 a.m.	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.	5 p.m.	6 p.m.	7 p.m.	8 p.m.	9 p.m.	10 p.m.	11 p.m.	12 a.m.
Retail typical	Visitors	1%	5%	30%	50%	70%	90%	95%	100%	100%	95%	90%	80%	75%	70%	65%	50%	30%	10%	0%
December	Visitors	1%	5%	10%	35%	60%	85%	100%	100%	100%	100%	90%	80%	65%	60%	55%	50%	35%	15%	1%
Late December	Visitors	1%	5%	10%	20%	40%	60%	80%	95%	100%	100%	95%	85%	70%	60%	50%	30%	20%	10%	0%
All	Employees	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	95%	85%	80%	75%	65%	45%	15%	0%
Supermarket/ grocery	Visitors	10%	25%	50%	75%	95%	100%	100%	100%	100%	100%	100%	90%	50%	33%	25%	15%	5%	4%	3%
	Employees	15%	35%	70%	85%	100%	100%	100%	100%	85%	75%	60%	55%	45%	40%	30%	20%	10%	10%	5%
Pharmacy	Visitors	8%	25%	50%	75%	95%	100%	100%	100%	100%	100%	100%	90%	50%	33%	25%	15%	5%	4%	3%
	Employees	15%	35%	70%	85%	100%	100%	100%	100%	85%	75%	60%	55%	45%	40%	30%	20%	10%	10%	5%
Discount stores/ superstores	Visitors	10%	15%	20%	30%	45%	65%	85%	95%	100%	100%	100%	95%	80%	60%	45%	30%	10%	5%	1%
	Employees	20%	25%	30%	40%	55%	75%	95%	100%	100%	100%	100%	100%	90%	70%	55%	40%	20%	15%	0%
Home improvement stores/garden	Visitors	15%	20%	35%	55%	60%	80%	95%	100%	95%	95%	80%	75%	75%	80%	90%	70%	10%	0%	9%
	Employees	25%	30%	45%	65%	70%	90%	100%	100%	100%	100%	90%	85%	85%	90%	100%	80%	20%	0%	0%
Food and beverage																				
Fine/casual dining	Visitors	0%	0%	0%	0%	0%	15%	50%	55%	45%	45%	45%	60%	90%	95%	100%	90%	90%	90%	50%
	Employees	0%	20%	30%	60%	75%	75%	75%	75%	75%	75%	75%	100%	100%	100%	100%	100%	100%	85%	50%
Family restaurant	Visitors	10%	25%	45%	70%	90%	90%	100%	85%	65%	40%	45%	60%	70%	70%	65%	30%	25%	15%	10%
	Employees	50%	75%	90%	90%	100%	100%	100%	100%	100%	75%	75%	95%	95%	95%	95%	80%	65%	65%	35%
Fast casual/ fast food/food court/food halls	Visitors	5%	10%	20%	30%	55%	85%	100%	100%	90%	60%	55%	60%	85%	80%	50%	30%	20%	10%	5%
	Employees	15%	20%	30%	40%	75%	100%	100%	100%	95%	70%	60%	70%	90%	90%	60%	40%	30%	20%	20%
Bar/lounge/ nightclub	Visitors	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%
	Employees	0%	0%	0%	5%	5%	5%	5%	10%	10%	10%	20%	45%	70%	100%	100%	100%	100%	100%	100%
Entertainment																				
Family entertainment	Visitors	0%	0%	0%	0%	25%	65%	85%	90%	95%	95%	90%	95%	100%	95%	90%	65%	10%	0%	0%
	Employees	5%	5%	5%	25%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	75%	10%	5%	5%
Active entertainment	Visitors	0%	0%	0%	0%	25%	65%	85%	90%	95%	95%	90%	95%	100%	95%	90%	65%	10%	0%	0%
	Employees	5%	5%	5%	25%	75%	100%	100%	100%	100%	100%	90%	100%	100%	100%	100%	75%	10%	5%	5%
Adult active entertainment	Visitors	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%
	Employees	0%	0%	0%	5%	5%	5%	5%	10%	10%	10%	20%	45%	70%	100%	100%	100%	100%	100%	100%
All movies typical	Visitors	0%	0%	0%	0%	0%	0%	20%	45%	55%	55%	55%	60%	60%	80%	100%	100%	100%	80%	50%
Late December	Visitors	0%	0%	0%	0%	0%	0%	35%	60%	75%	80%	80%	80%	70%	80%	100%	100%	100%	85%	70%
All	Employees	0%	0%	0%	0%	0%	0%	50%	60%	60%	75%	75%	100%	100%	100%	100%	100%	100%	70%	50%
Live theater	Visitors	0%	0%	0%	1%	1%	1%	1%	17%	67%	67%	1%	1%	1%	25%	100%	100%	0%	0%	0%
	Employees	0%	10%	10%	20%	20%	20%	30%	100%	100%	100%	30%	30%	100%	100%	100%	100%	30%	10%	5%
Outdoor amphitheater	Visitors	0%	0%	0%	1%	1%	1%	1%	17%	67%	67%	1%	1%	1%	25%	100%	100%	0%	0%	0%
	Employees	0%	10%	10%	20%	20%	20%	30%	100%	100%	100%	30%	30%	100%	100%	100%	100%	30%	10%	5%
Public park/ destination open space	Visitors	0%	0%	0%	1%	30%	60%	75%	90%	97%	100%	98%	85%	70%	80%	100%	100%	95%	50%	10%
	Employees	0%	0%	10%	25%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	90%	80%
Museum/ aquarium	Visitors	0%	0%	0%	0%	45%	65%	85%	95%	100%	95%	90%	85%	60%	30%	10%	0%	0%	0%	0%
	Employees	5%	5%	5%	25%	75%	100%	100%	100%	100%	100%	100%	80%	75%	10%	5%	0%	0%	5%	5%
Arena	Visitors	0%	0%	0%	1%	1%	1%	1%	25%	95%	95%	81%	1%	1%	25%	100%	100%	0%	0%	0%
No matinee	Employees	0%	10%	10%	20%	20%	20%	30%	100%	100%	100%	100%	30%	100%	100%	100%	100%	30%	10%	5%

(continued on next page)

FIGURE 2-5 (continued)

Land use		6 a.m.	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.	5 p.m.	6 p.m.	7 p.m.	8 p.m.	9 p.m.	10 p.m.	11 p.m.	12 a.m.
Entertainment (continued)																				
Pro football stadium	Visitors	0%	0%	1%	1%	5%	5%	50%	100%	100%	85%	25%	0%	0%	0%	0%	0%	0%	0%	0%
8 p.m. start	Employees	0%	5%	10%	20%	30%	30%	100%	100%	100%	100%	25%	10%	5%	5%	0%	0%	0%	0%	0%
Pro baseball stadium	Visitors	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	90%	100%	100%	100%	0%	0%
	Employees	0%	0%	0%	5%	5%	5%	5%	5%	5%	5%	20%	75%	75%	100%	100%	100%	100%	100%	100%
Health club	Visitors	80%	45%	35%	50%	35%	50%	50%	30%	25%	30%	55%	100%	95%	60%	30%	10%	1%	1%	0%
	Employees	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	75%	100%	100%	75%	50%	20%	20%	20%	0%
Public library	Visitors	0%	0%	0%	0%	100%	90%	80%	65%	50%	35%	11%	5%	5%	0%	0%	0%	0%	0%	0%
	Employees	0%	0%	10%	50%	100%	100%	100%	100%	100%	50%	10%	10%	10%	10%	0%	0%	0%	0%	0%
Daycare center	Visitors	0%	2%	25%	75%	20%	20%	20%	20%	20%	20%	100%	50%	20%	5%	0%	0%	0%	0%	0%
	Employees	0%	50%	75%	90%	90%	90%	90%	90%	90%	100%	100%	100%	60%	40%	10%	0%	0%	0%	0%
Convention center	Visitors	0%	0%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%	30%	30%	10%	0%	0%	0%
	Employees	5%	30%	33%	33%	100%	100%	100%	100%	100%	100%	90%	70%	40%	25%	20%	20%	5%	0%	0%
Hotel and residential																				
Hotel-business	Visitors	95%	90%	80%	70%	60%	60%	55%	55%	60%	60%	65%	70%	75%	75%	80%	85%	95%	100%	100%
Hotel-leisure	Visitors	95%	95%	90%	80%	70%	70%	65%	65%	70%	70%	75%	80%	85%	85%	90%	95%	95%	100%	100%
Employee	Employees	10%	30%	100%	100%	100%	100%	100%	100%	100%	100%	70%	70%	40%	20%	20%	20%	20%	10%	5%
Restaurant/lounge	Visitors	0%	10%	30%	10%	10%	5%	100%	100%	33%	10%	10%	30%	55%	60%	70%	67%	60%	40%	30%
Meeting/banquet (<100 sq ft/key)	Visitors	0%	0%	30%	60%	60%	60%	65%	65%	65%	65%	65%	100%	100%	100%	100%	100%	50%	0%	0%
Convention (>100 sq ft/key)	Visitors	0%	0%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%	30%	30%	10%	0%	0%	0%
Employee	Employees	10%	10%	60%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	60%	10%	10%
Residential guest	Visitors	0%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	40%	60%	100%	100%	100%	100%	80%	50%
Resident reserved	Residents	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Residential suburban	Residents	100%	95%	88%	80%	75%	70%	68%	65%	65%	68%	71%	74%	77%	80%	83%	86%	89%	92%	100%
Residential urban	Residents	90%	85%	80%	75%	70%	69%	68%	67%	66%	55%	60%	55%	50%	55%	65%	75%	85%	90%	100%
Active senior housing	Visitors	94%	98%	97%	95%	93%	94%	97%	99%	100%	100%	99%	98%	98%	98%	97%	95%	94%	98%	98%
	Employees	94%	98%	97%	95%	93%	94%	97%	99%	100%	100%	99%	98%	98%	98%	97%	95%	94%	98%	98%
Office																				
Office	Visitors	0%	20%	60%	80%	90%	100%	90%	80%	60%	40%	20%	10%	5%	0%	0%	0%	0%	0%	0%
	Employees unreserved	0%	20%	60%	80%	90%	100%	90%	80%	60%	40%	20%	10%	5%	0%	0%	0%	0%	0%	0%
	Employees reserved	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Medical/dental office	Visitors	0%	0%	90%	90%	100%	100%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Employees	0%	20%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Bank (drive-in branch)	Visitors	0%	0%	25%	40%	75%	100%	90%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Employees	0%	0%	90%	100%	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Source: See chapter 4 discussions for each land use.

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: May 8, 2024
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: DP24-04

TO: Community Development Board

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

DATE: Updated May 8, 2024

SUBJECT:

DP24-04: Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast.

-
- I. **BACKGROUND:** A Preliminary Development Plan application for a Bed and Breakfast has been submitted for 108 Orange St (RE# 172769-0000).

The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District (CBD). Bed and breakfast is a permitted use in this district.

In 2015, the Drivers made an application for a Special Exception application for a Single Family Home for 108 Orange St. The City denied the application and the Drivers sued the City for a petition for writ of certiorari for the City denying their application. This writ of certiorari ordered the lower court (Neptune Beach) to deliver its record in a case so that the higher court (Circuit County of Duval County) may review it.

There were two separate items that were denied and for which the Drivers filed writs of certiorari. One was the Special Exception for the Single Family Home and one was a variance for setbacks and height. In 2022 the Duval Court agreed that the City had sufficient competent substantial evidence on both to deny it, and the City prevailed (See attached Case No. 16-2022-AP-18 Final Order Denying Petition for Writ of Certiorari).

II. DISCUSSION:

Chapter 27 Article III Administrative and Enforcement Procedures Division 2 Development Review of the Unified Land Development Code of Neptune Beach requires a preliminary and final development plan (development order) approval when “Changing or expanding any use of a site so that the need for off-street parking is increased.” Section 27-76 states that “all development in non-residential districts” requires a development order.

A Preliminary Development Plan application for a 3,507 square foot three story bed and breakfast has been submitted by the property owners for the property located at 108 Orange St. (RE # 172769-0000). The existing lot of record is 50' x 55'. The existing vacant property is located on the northeast corner of Orange St. and Midway St. The property is within the Central Business District (CBD) and is surrounded by CBD zoning on the east, north and west. The properties to the south are zoned RC/R-4. The immediate properties surrounding the vacant lot consist of single family and multi-family properties.

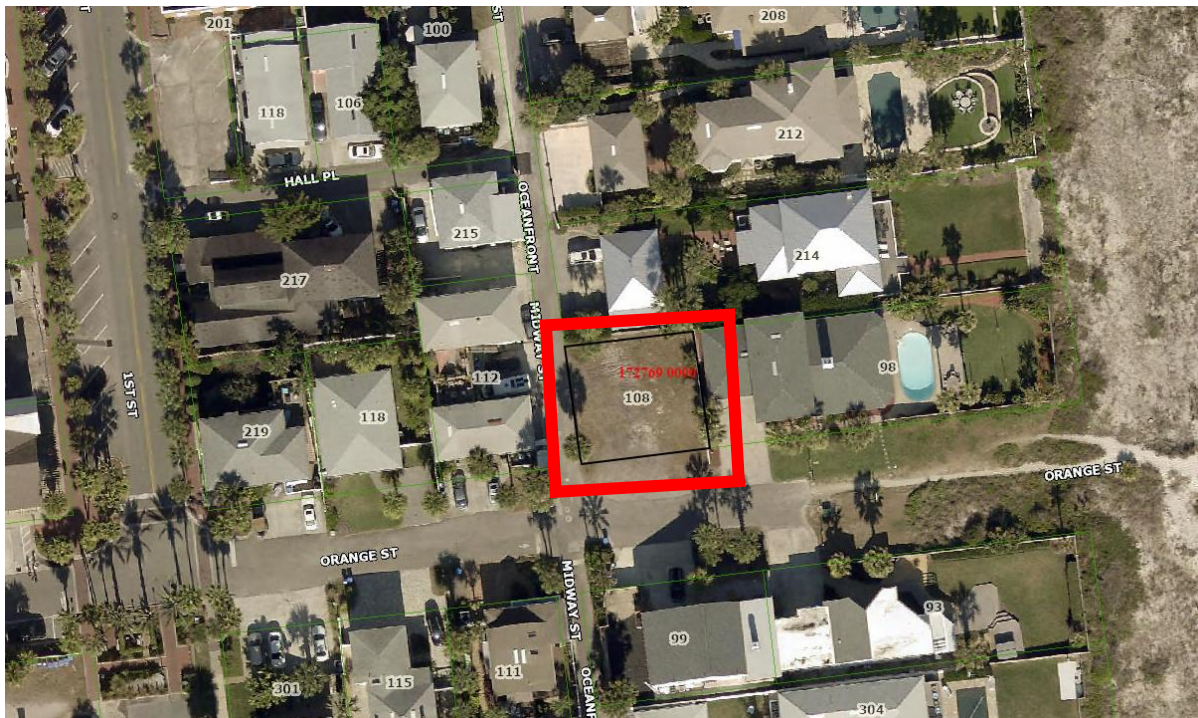


Figure 1: 108 Orange St, Neptune Beach, FL

The proposed bed and breakfast has two rental/guest bedrooms and one owner's suite, and provides a total of two parking spaces. The ground floor/1st floor consists of an interior parking garage for one parking space and guest bedroom, the 2nd floor consists of living area, lobby and kitchen, and the 3rd floor consists of a guest room and the owner's suite.

Site Plan/Building Plan:

Below is a chart showing development standards for the CDB are and the proposed bed and breakfast:

	Per Code	Proposed
Min. lot area	none	2,750 sq. ft.
Min. lot width	none	50 ft.
Min/Max front yard setback (Orange St.)	0/10 feet	10 feet
Min/Max corner yard setback (Midway)	5/15 feet	11 feet
Min. rear yard setback	5 feet	5 feet
Max. lot coverage	85%	53.7%
Max. building height	35 feet	35 feet
Min. Building frontage buildout	70%	74%

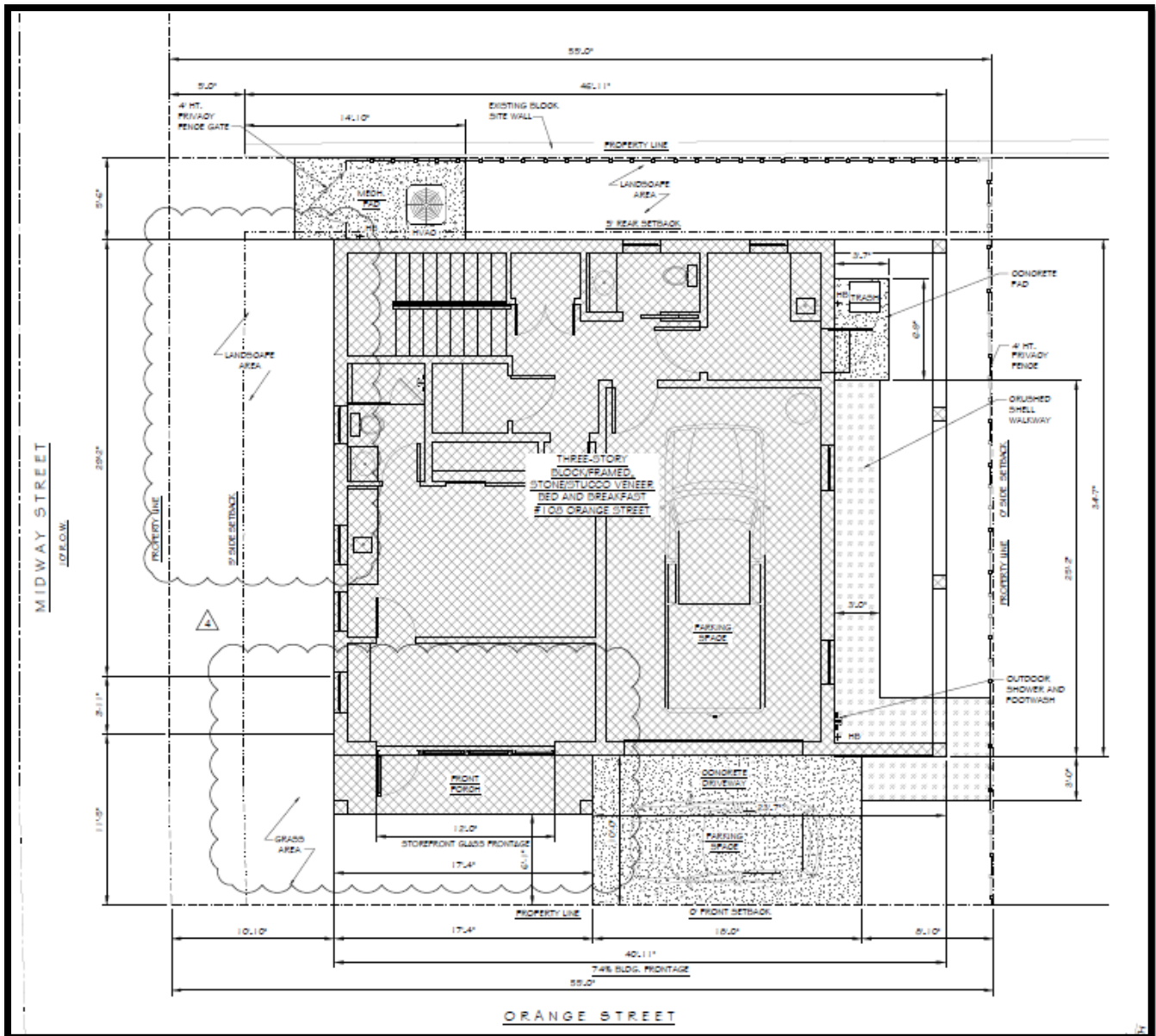


Figure 2: Proposed Site Plan 108 Orange St, Neptune Beach, FL

The building complies with setbacks, lot coverage, height, and frontage buildout requirements in the CBD.

The building complies with the elevation frontage requirements and standards of the CBD.

The building has one primary frontage on Orange St. The Orange St. first-floor frontage included a Lobby door and garage door. The building frontage is a Lobby style and an accessible front entry from the first floor at sidewalk level. The building's first floor façade is 35% transparent. The building's second floor façade is 40% transparent.



Figure 3: Proposed Frontage Elevation (Southern Elevation facing Orange St) 108 Orange St, Neptune Beach, FL

Sec. 27-236. – “Frontage requirements and standards” and Sec. 27-246. – “Central Business District (CBD) zoning district – special regulations” require all building frontages in the CBD to be either Storefront or Lobby with 30%-70% facade transparency. Storefronts and Lobby’s shall be accessible from the sidewalk level.

Section 27-246 (b) and (c) state:

(b) Commercial building frontage standards. New commercial development shall comply with the required frontage types and associated standards detailed in Section 27-236

(c) Commercial building design standards.

(1) Storefront design. The storefront is a frontage type along sidewalk level of the ground story, typically associated with commercial uses. Storefronts are required for the ground floor of all buildings located on streets designated with Required Retail Frontage and may be incorporated on any building in the Central Business District (CBD), Neighborhood Center Overlay (NC), and C1 districts. Storefronts are frequently shaded by awnings. Storefronts shall be directly accessible from sidewalks;

(2) Entrances and Access. All new buildings should have the main entrance oriented to and in full view from a street or public open space. Main entrances shall have design details that enhance the appearance and prominence of the entrance so that it is recognizable from the street and parking areas. Building on corner lots shall use design elements that emphasize the importance of both streets.

(3) Transparency. All building facades which face onto a street or public open space, shall meet the following minimum transparency requirements:

a. Buildings with Shopfronts (Figure 27-246-3)

i. Minimum building façade transparency for ground story: 70% and should allow a view of at least 5' of interior space

ii. Minimum building façade transparency for upper stories: 40%

b. Building without Shopfronts (Figure 27-246-4)

i. Minimum building façade transparency for ground story: 30% ii. Minimum building façade transparency for upper stories: 25%

Driveway/Parking:

The site is served by a total of two parking spaces, one parallel spaces and one garage space. Per the parking requirements in 27-540-1 the development is required to have one parking space per guest room and two parking spaces for the owner/operator for a total of four spaces. Per, 27-540 (c) the CBD is given a 50% reduction in parking however, therefore the development requires two parking spaces. The site layout parking access configuration complies with driveway standards and maximum driveway apron width.

III. D24-04 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasijudicial public hearing and shall consider the following factors when issuing a development order:

1. **Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.**

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by majority residential uses, as well as commercial uses along First St.

2. **Whether the concurrency requirements of article VI of this Code could be met if the development were built.**

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips, therefore a traffic study is not required.

Water/Sewer: This project area will require water and sewer extensions (See attached Public Works Comments)

School: Not applicable

Drainage: Site may require stormwater permitting from Saint John's Water Management District (See attached Public Works Comments).

3. **The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

4. **Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

5. **Applicable regulations, review procedures, and submission requirements.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

See attached Fire review comments.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: A sign was posted on the property according to requirements. Staff has received comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response:

The site will require additional utility planning, See attached Public Works Comments

See attached Fire review Comments

IV. STAFF RECOMMENDATION

Staff recommends approval of the currently proposed application for DP24-04 Preliminary Development Plan for the property at 108 Orange St (RE# 172769-0000) to permit a bed and breakfast (as presented).

See attached Planning and Zoning Comments

See attached Public Works Comments

See attached Fire Comments

The applicant provided a preliminary response to staff comments on May 3, 2024 and provided an updated revised site plan (see attached). The applicant responded to all Planning and Zoning comments on May 8, 2024 and provide a revised site plan, floor plan, and elevations. The revised proposed Preliminary Development Plan as updated on May 8, 2024 complies with all planning and zoning development standards.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

V. RECOMMENDED MOTION:

a. I recommend approval of DP24-04

OR

b. I recommend denial of DP24-04



678 FORT WILLIAM DRIVE
SAINT JOHNS, FL 32259
904.564.0099
WWW.KES-ARCHITECTS.COM

EXPIRES: 2/28/25

DRIVER BED & BREAKFAST
108 ORANGE STREET
NEPTUNE BEACH, FL 32266

ISSUED		9.18.23
1	PRELIMINARY PRICING PLAN	
2	REVISED PRELIMINARY PRICING PLAN	12.12.23
3	PERMIT SET	3.29.24
4	REVISIONS PER NB DEVELOPMENT REVIEW	5.8.24

PROJECT #	2112
DRAWN BY	KES
DATE	8/25/23

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER

A-0.0

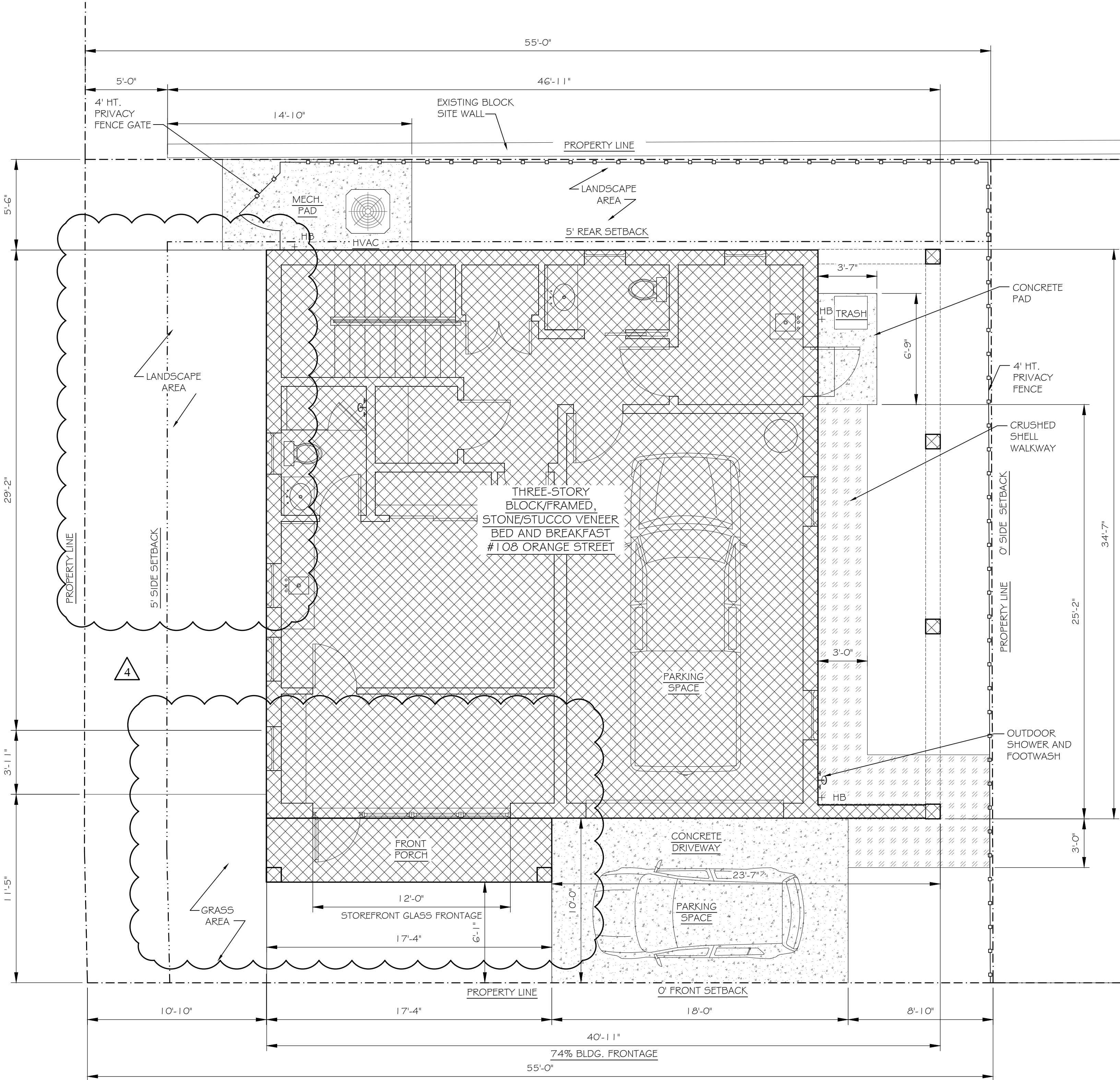
SITE PLAN LEGEND	
PROPOSED HOUSE FOOTPRINT	
PROPOSED HARDSCAPE	
PROPOSED FENCE	
PROPERTY LINE	
SETBACK LINE, B.R.L.	
DRAINAGE FLOW DIRECTION (MIN. 1% SLOPE)	

SQUARE FOOTAGE	
SQUARE FOOTAGE:	
1ST FLOOR CONDITIONED	663 SF
1ST FLOOR UNCONDITIONED:	399 SF
1ST FLOOR PORCHES:	67 SF
2ND FLOOR CONDITIONED:	916 SF
2ND FLOOR TERRACES:	397 SF
3RD FLOOR CONDITIONED:	916 SF
3RD FLOOR TERRACES:	743 SF
TOTAL CONDITIONED SF:	2,496 SF
TOTAL UNCONDITIONED SF:	399 SF
TOTAL PORCH/TERRACE SF:	612 SF
TOTAL SF:	3,507 SF

IMPERVIOUS SURFACE RATIO (ISR)	
SITE SQUARE FOOTAGE (PER DEED):	2,754 SF
IMPERVIOUS SURFACE:	
MAIN STRUCTURE:	1,136 SF
HARDSCAPE:	344 SF
TOTAL COVERAGE SF:	1,480 SF
IMPERVIOUS SURFACE RATIO (1,480 / 2,754):	53.7%
ALLOWED 85% MAX. OF AREA AS DESCRIBED IN DEED	

MIDWAY STREET

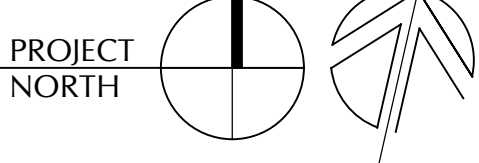
10' R.O.W.



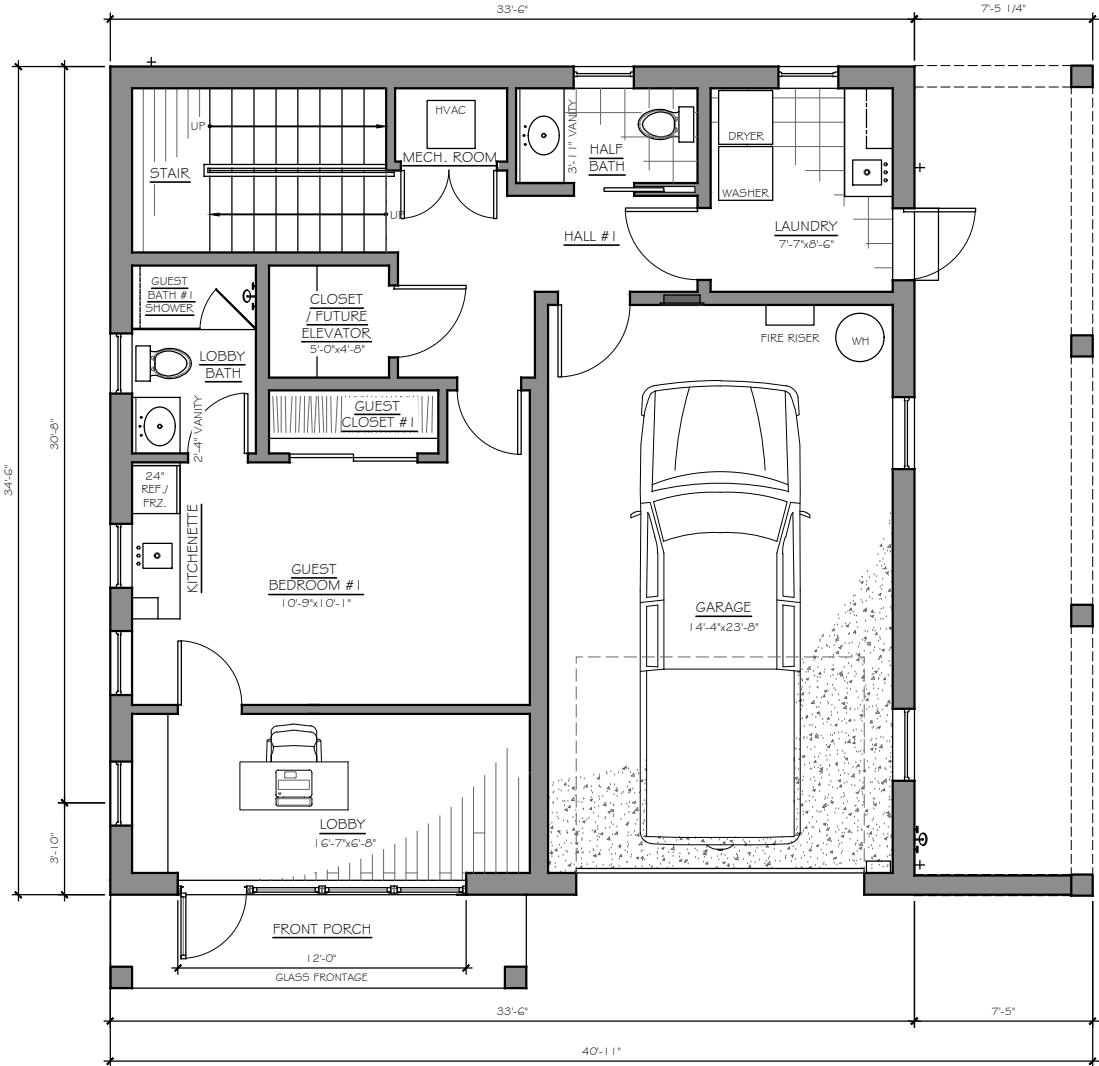
ORANGE STREET

57' R.O.W.

1 OVERALL SITE PLAN
A-0.0 SCALE: 1/4" = 1'-0"



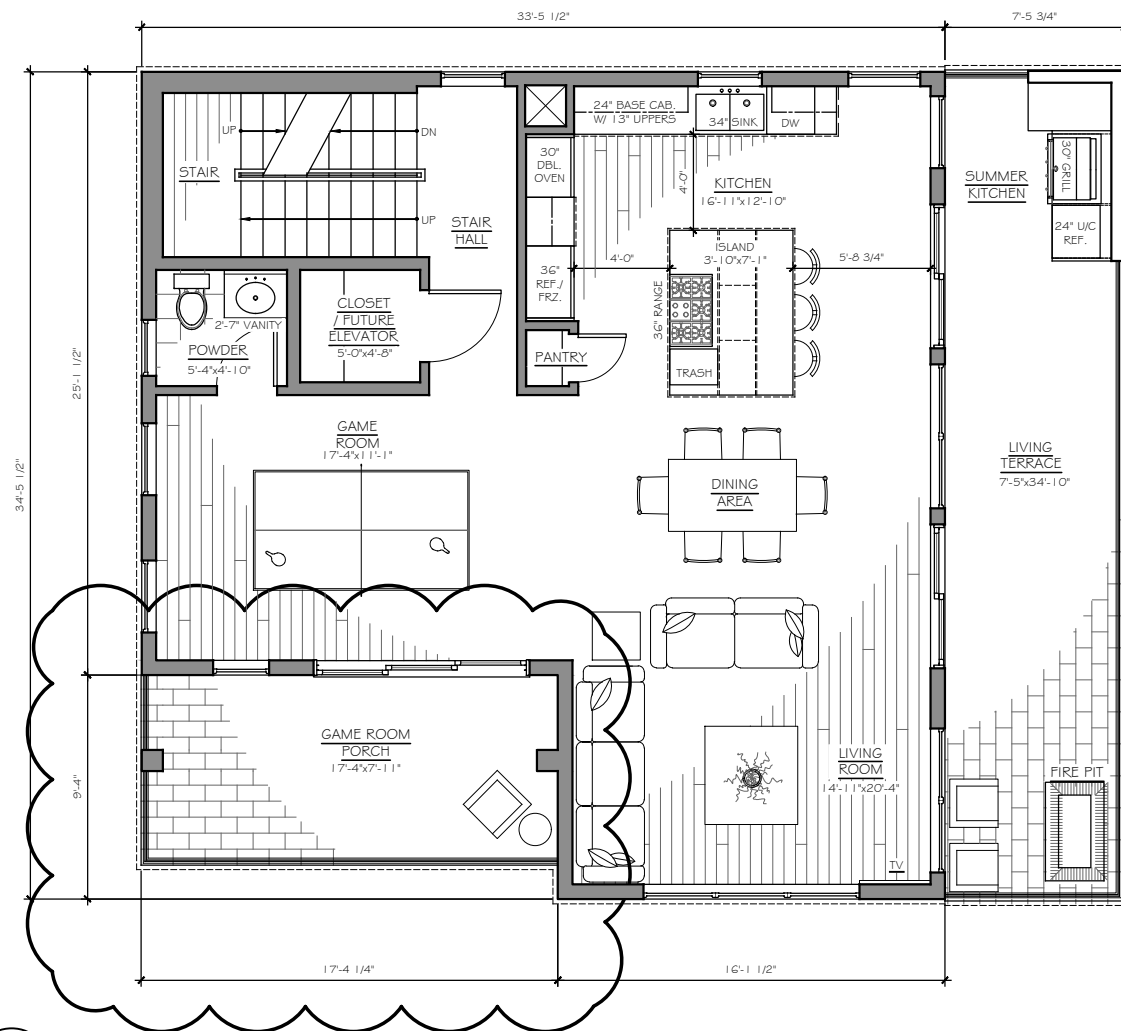
SQUARE FOOTAGE	
SQUARE FOOTAGE:	
1ST FLOOR CONDITIONED	664 SF
1ST FLOOR (UNCONDITIONED):	399 SF
1ST FLOOR PORCHES:	67 SF
2ND FLOOR CONDITIONED:	916 SF
2ND FLOOR TERRACES:	397 SF
3RD FLOOR CONDITIONED:	916 SF
3RD FLOOR TERRACES:	148 SF
TOTAL CONDITIONED SF:	2,496 SF
TOTAL UNCONDITIONED SF:	399 SF
TOTAL PORCH/TERRACE SF:	612 SF
TOTAL SF:	3,507 SF



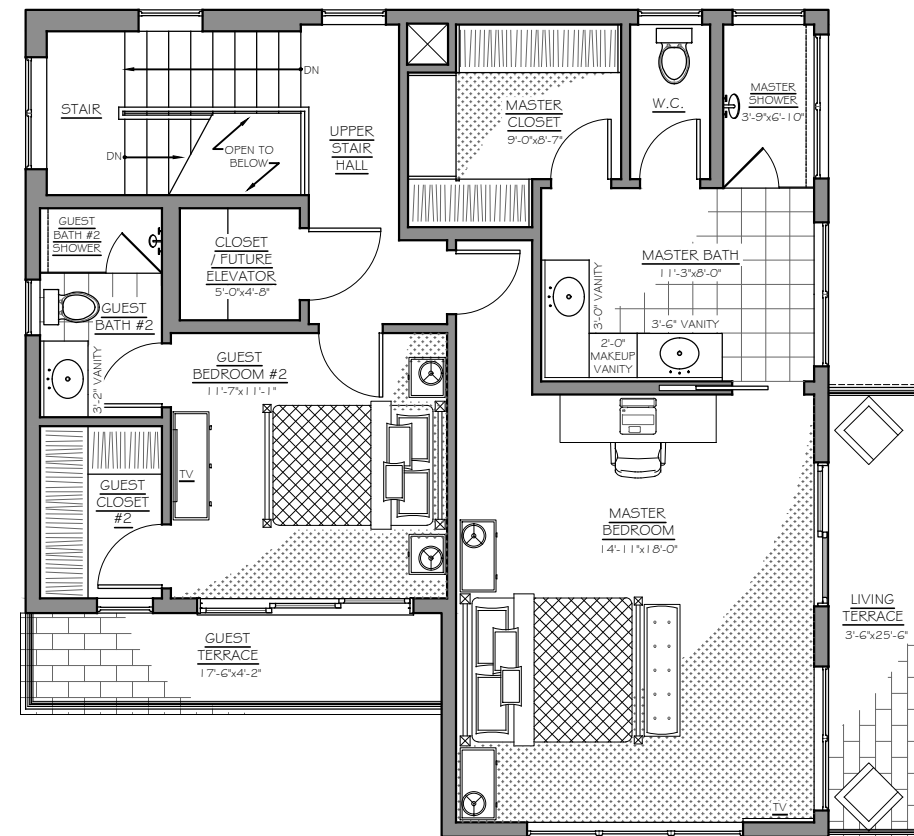
1

1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"



1 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 3RD FLOOR PLAN
SCALE: 1/8" = 1'-0"

DRIVER BED & BREAKFAST

108 ORANGE STREET
NEPTUNE BEACH, FLORIDA 32266

2ND & 3RD FLOOR PLANS

REVISED MAY 8TH, 2024

SCALE: 1/8" = 1'-0"









APPLICATION FOR DEVELOPMENT PLAN REVIEW

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

Application Fee: **\$400**

Date Filed: 4/10/24

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

Name & Address of Property Owner:	Telephone: 904.502.8775
DOUGLAS L. DRIVER	E-Mail: DLDRIVER47@gmail.com
1150 FLORIDA BLVD NEPTUNE BEACH, FL 32206	Real Estate #: 172769-0000
Property Address (if different from mailing):	Lot 4 Block: 23
108 ORANGE STREET	Subdivision: 03151 NEPTUNE R/P
NEPTUNE BEACH, FL 32206	Zoning District:

Name and Address of Agent/Applicant:	Telephone: 904.374.1736
MCANEN BUILDERS, LLC	E-Mail: LWM@MCANENBUILDERS.COM
650 PARK ST JACKSONVILLE, FL 32204	

Describe Request being made:
ANEN CONSTRUCTION BED AND BREAKFAST.

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

Signature of the Owner

State of Florida
County of Duval

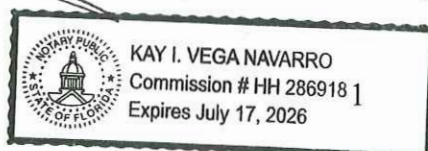
Signed and sworn before me on this 12th day of April, 2024.

By Douglas L. Driver

Identification verified: Personally Known Oath sworn: ☐ Yes ☒ No

Notary Signature

My Commission expires: 7/17/26



OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

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

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

☐

Rezoning

☐

Special Exception

☐

Replat

☐

Commercial
Development Order

☐

Appeal

☐

Comp. Plan Amendment

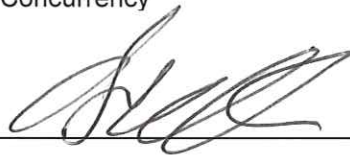
☐

Concurrency

☐

Other/ Champion or
heritage tree removal

BY:



Signature of Owner

Douglas C. Driver III

Print Name

Signature of Owner

Print Name Daytime Telephone Number

State of Florida

County of Duval

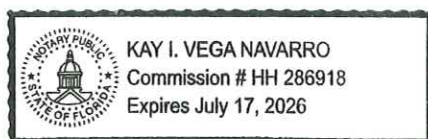
Signed and sworn before me on this 12 day of April, 2024

By Douglas C. Driver III

Identification verified: Personally Known Oath sworn: Yes No

Notary Signature

My Commission expires: 7/17/2026



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

Application Type:

Preliminary Development Plan Commercial Preliminary Development Plan Residential
Development Plan Commercial Development Plan Residential
Champion/Heritage Tree Removal Replat

For the complete list of requirements see Article III in Chapter 27 of the Code of Ordinances.

Commonly required items for preliminary development review.

Material required: (check applicable items)

- ☐ Site Plan
- Floor Plan
- Elevation (four sides)
- Landscape Plan/ Existing Tree Survey
- Surveys (sometimes including Tree and/or Soils)
- Parking Plan (may be included on another plan)
- Impervious Surface Calculations
- Stormwater and drainage plan
- Lighting Plan (exterior only)
- Wetland Buffer
- Signage Plan
- Current Legal Survey
- Utility Plan
- Existing and proposed easements
- Existing and proposed easements

Disclaimer: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations of the City of Neptune Beach, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only. For a complete description of requirements, refer to Chapter 27 of the Unified Land Development Regulations.



MINUTES
COMMUNITY DEVELOPMENT BOARD
MAY 8, 2024 AT 6:00 P.M.
COUNCIL CHAMBERS
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held in person May 8, 2024, at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

Greg Schwartzenberger, Chair
Rene Atayan, Vice-Chair
William Hilton, Member
Corrine Bylund, Member
Jonathan Raiti, Member
Marc Boran, Alternate Member

The following staff members were present:

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

**Call to Order/Roll
Call**

Chair Schwartzenberger called the meeting to order at 6:01 p.m.

Pledge

Pledge of Allegiance.

Swearing in

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

**Variance V24-02
450 Atlantic Blvd
LHV, LLC**

V24-02 Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060).

The applicant requests a variance from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property, rather than the required ten-foot side yard setback. The property is in the C-3 zoning district.

**DP24-02
Preliminary
Development
450 Atlantic Blvd
LHV, LLC**

DP24-02: Preliminary Development Plan for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060) for approval to permit a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables.

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

I. BACKGROUND: A preliminary development application and associated variance for a mixed-use facility has been submitted for 450 Atlantic Blvd (RE# 172395-0060). The existing building is approximately 20,000 square feet and the lot is approximately 30,000 square feet with 38 parking spaces.

DP24-02 requires a concurrent review of associated variance V24-02 from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property, rather than the required ten-foot side yard setback.

The property has a Comprehensive Plan Commercial II Land Use designation and is zoned Commercial-3 (C-3). Recreation, amusement, and entertainment uses are permitted uses in this district, including billiard and pool hall, indoor athletic and exercise facilities, tennis, handball or racquetball facility, night club, private club and bar/tavern.

II. DISCUSSION:

Chapter 27 Article III Administrative and Enforcement Procedures Division 2

Development Review of the Unified Land Development Code of Neptune Beach requires a preliminary and final development plan (development order) approval when "Changing or expanding any use of a site so that the need for off-street parking is increased." *Section 27-76* states that "all development in non-residential districts" requires a development order.

The applicant requests to establish a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables in the existing building located at 450 Atlantic Blvd. The existing vacant 20,000 square foot two-story building was previously used as a sportsplex that included a wide variety of indoor recreational uses.

The Site:

The building is located off of the Lemon Steet access easement, immediately adjacent to the old Kmart and approximately 400 feet west of 3rd Street. The property is bound on the north by the 30-50-foot-wide driveway access easement provided to the City of Neptune Beach (Driveway Easement O.R.V. 4360, Pg. 929) attached. The site directly abuts the City of Neptune Beach owned stormwater retention area to the south.

Figure 1: 450 Atlantic Blvd, Neptune Beach, FL



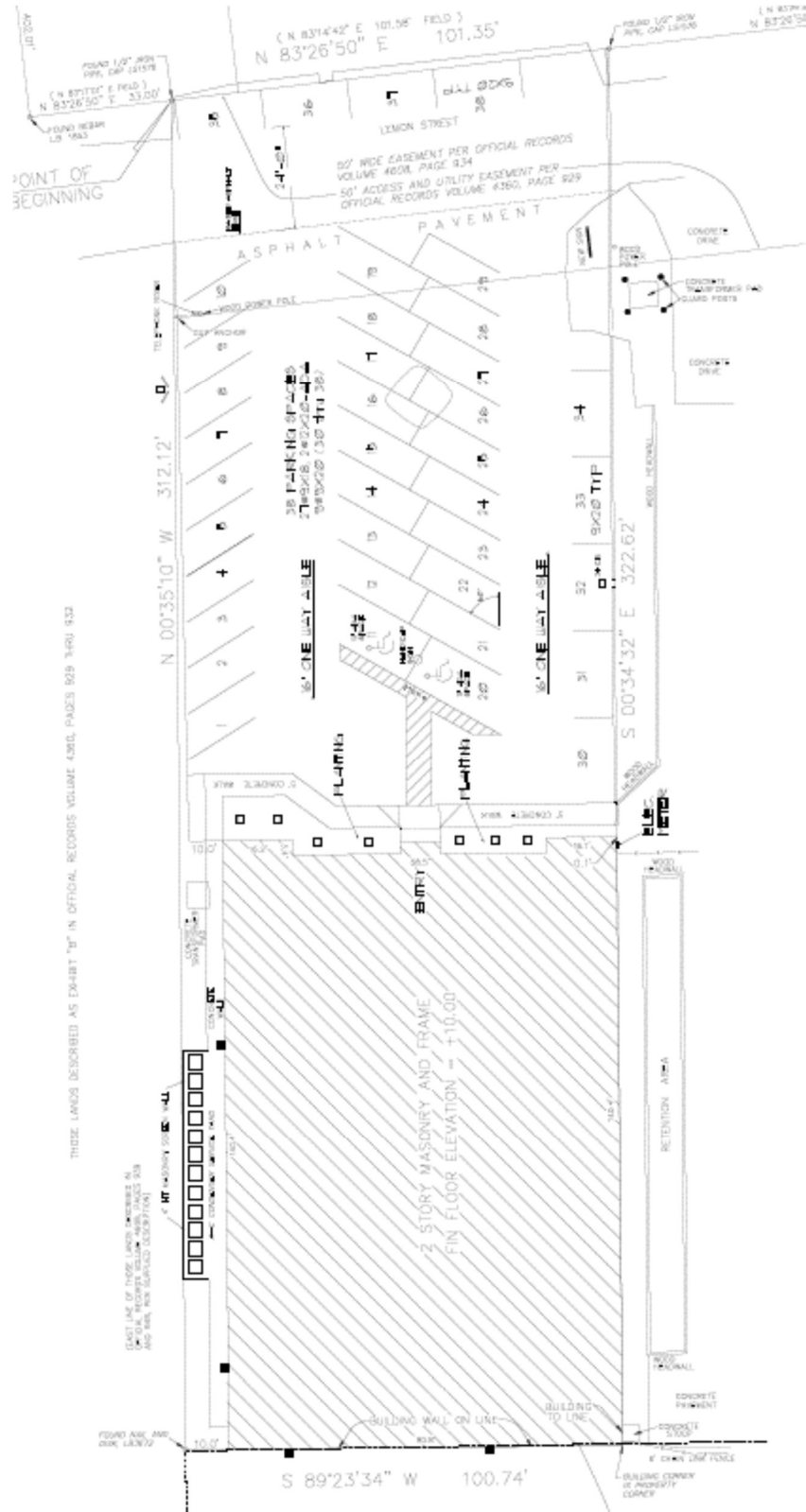


Figure 2: Proposed Site Plan 450 Atlantic Blvd, Neptune Beach, FL

The site's 38 parking spaces are accessed off of the Lemon Street public pedestrian and vehicle access easement. The 34 angled parking spaces adjacent to the building are south of the Lemon St driveway and four additional parallel parking spaces are north of the easement.

The change of use will include only minor exterior renovations, including significant landscape improvements and the replacement of air conditioning condensers on the west side of the building. The site currently has several air conditioning condensers in this location. The existing condensers are located less than two feet from the western property line and are not screened with a hard board or concrete screen.

Section 27-328 (a) (1) d. states "Air conditioning compressors serving central systems ...may be located in any required rear yards, but not in any front yard, and not less than ten (10) feet from any side lot line, except in the following instances: 1. *When any mechanical or electrical equipment is proposed within a yard and is enclosed by a masonry wall at least four (4) feet high, it may be located within two (2) feet of any side lot line.*"

The applicant will replace, improve, and expand these condensers. The new condensers will be located in the same location (less than two feet from the property line) and will be screened with a four-foot concrete wall. The applicant requests a variance (V24-02) from Section 27-328 (a) (1) d. to permit additional air conditioning units to be located less than feet from the western side yard property. As stated, these air conditioning units will be compliant with the required four-foot concrete wall enclosure.

The Building:

As stated, the applicant proposes a change of use to a mix of recreation, amusement, and entertainment uses. The applicant proposes a significant interior remodel of the existing 20,000 gross square foot building area. The interior will be converted to a mezzanine style layout with a full first floor, and a reduced floor area partial second floor overlooking the first floor.

The first floor will be the "The Gym" area, including four mixed martial arts combat training areas, three racquet ball courts, one pickleball court, and associated changing rooms. The first floor "Gym" will operate 6:00 a.m. to 8:00 p.m., seven days per week. Overlooking the first floor, the second floor "Bar" includes a karaoke lounge with six private karaoke rooms, one open bar seating area with stage, and three pool tables. The second floor "Bar" will operate 12:00 p.m. to 2:00 a.m., seven days per week.

Parking:

This change of use requires an increase in the required overall off-street parking. However, the interior uses qualify for an overall reduction in required off-street parking spaces for mixed or joint use of parking spaces.

Due to the variation in interior uses and operating hours, the interior uses were reviewed based on net floor area to determine required parking. *Section 27-540 "Parking Requirements"* were applied to each interior net use to determine required parking spaces by use as follows:

USE QUANTITY RATE SQ. FT. SPACES

FIRST FLOOR

EMPLOYEE 2 # EMPL/2 N/A 1

OFFICE 327 SF 1/400 SF 327 1

PACKAGE STORE 146 SF 1/300 SF 146 0

MMA TRAINING 2,776 SF 1/500 SF 2,776 6

RACQUETBALL/PICKLEBALL 4 COURTS 2 PER COURT 4,586 8

STORAGE 282 SF (employee above) 282 0

SECOND FLOOR

KARAOKE SEATING AREAS 120 SEATS 1 PER 4 SEATS 3,685 30

BILLIARD 3 TABLES 2 PER 3 TABLES 826 2

STORAGE 267 SF (employee above) 267 0
EMPLOYEE 3 # EMPL/2 N/A 2

PARKING SPACES REQUIRED: 50

EXISTING SPACES: 38

The overall total required parking spaces based on interior net uses is 50 spaces. The site provides 38 parking spaces. A shared parking analysis was conducted by Kimley-Horn and Associates to evaluate the projected maximum parking demand for the proposed development, based on data published by ULI in Shared Parking, Third Edition. A memorandum detailing the analysis is attached as Exhibit F. The analysis finds that the proposed uses are projected to have a maximum parking need of thirty-five (35) spaces during both weekdays and weekends.

Section 27- 540(c)(3) provides for a reduction of off-street required minimum parking for mixed or joint use of parking spaces. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. The City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

III. V24-02 FINDINGS:

1. The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.

Staff Response: There does appear to be a unique hardship. The existing building already has air conditioning equipment less than two feet from the property line. The new condensers will be located in the same location (less than two feet from the property line) and will be screened with the required four-foot concrete wall enclosure.

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

Staff Response: Yes, the variance is the minimum necessary to permit the building reuse.

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

Staff Response: The proposed variance would not adversely affect adjacent and nearby properties or the public in general. The existing building already has air conditioning equipment less than two feet from the property line. The new condensers will be screened with the required four-foot concrete wall enclosure.

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

Staff Response: The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.

5. The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.

Staff Response: The variance request is in harmony with the general intent of the LDC.

6. The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.

Staff Response: The proposed variance request for AC equipment setback is not created through the actions of the property owner.

7. Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

Staff Response: Granting the variance request for an AC equipment setback would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

IV. DP24-02 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasi-judicial public hearing and shall consider the following factors when issuing a development order:

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses to the north, east, and west side.

2. Whether the concurrency requirements of article VI of this Code could be met if the development were built.

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips over the prior use; therefore, a traffic study is not required.

Water/Sewer: This project area has water and sewer.

School: Not applicable

Drainage: Not applicable. No new impervious surface will be added.

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

Staff Response: The site contains an existing building and parking area. All uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. In accordance with 27-540 (c) 3, the City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

The property is serviced by a private lift station. The water main extends across the front of the property and ends at the hydrant just west of the lot.

4. Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.

Staff Response: The property has a Comprehensive Plan Commercial II Land Use designation and is zoned Commercial-3 (C-3) in the Neighborhood Commercial (NC) zoning district. Recreation, amusement, and entertainment uses are permitted uses in this district, including billiard and pool hall, indoor athletic and exercise facilities, tennis, handball or racquetball facility, night club, private club and bar/tavern. All proposed uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces.

5. Applicable regulations, review procedures, and submission requirements.

Staff Response: All proposed uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. There are no outstanding land development or public utility comments. There may be additional Fire or Building comments to address at permitting.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: The variance for development order request was noticed as required to property owners within 300 feet. A sign was posted on the property according to requirements. Staff has not received any comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: Nothing outstanding.

V. STAFF RECOMMENDATION

V24-02:

Staff recommends approval of V24-02 variance from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property as presented.

DP24-02:

Staff recommends approval of the application for DP24-02 Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060) to permit a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables. All uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. In accordance with 27-540(c) 3, the City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

VI. RECOMMENDED MOTION:

- a. I recommend approval of V24-02 and DP24-02
- OR
- b. I recommend denial of V24-02 and DP24-02



APPLICATION FOR DEVELOPMENT PLAN REVIEW

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

Application Fee: \$400

Date Filed: _____

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

Name & Address of Property Owner: LHV, LLC, a New York limited liability company	Telephone: (904) 301-1269 E-Mail: ctrimmer@drivermcafee.com; sdiebenow@drivermcafee.com
8130 Baymeadows Way West, Suite 303 Jacksonville, Florida 32256	Real Estate #: 172395-0060
Property Address (if different from mailing): 450 Atlantic Boulevard Neptune Beach, Florida 32266	Lot: Part of Government Lot 1 Block: Section 21, Township 2 South, Range 29 East, Duval County, Florida. Subdivision: N/A Zoning District: Commercial C-3
Name and Address of Agent/Applicant: Cyndy Trimmer and Steve Diebenow	Telephone: (904) 301-1269 E-Mail: ctrimmer@drivermcafee.com sdiebenow@drivermcafee.com
One Independent Drive, Suite 1200 Jacksonville, Florida 32202	

Describe Request being made:

See attached.

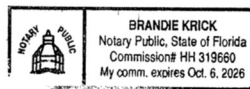
PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

LHV, LLC, a New York limited liability company

Hao Li, Member
Dated: 1/12/2024

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of January, 2024, by Hao Li, as manager of LHV, LLC a New York limited liability company, on behalf of said company. S/he ☐ is personally known to me or ☒ has produced Florida Driver License as identification.



Brandie Krick
Notary Public, State of Florida
Brandie Krick

Notary's Printed Name
My Commission Expires: Oct. 6, 2026

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

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

Driver, McAfee, Hawthorne & Diebenow is hereby authorized TO ACT ON BEHALF OF LHV, LLC, a New York limited liability company, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Development Permit or other action pursuant to a:

- | | |
|--------------------------------------|---|
| ☐ Rezoning | ☐ Special Exception |
| ☐ Replat | ☒ Commercial Development Order |
| ☐ Appeal | ☐ Comp. Plan Amendment |
| ☐ Concurrency | ☐ Other/ Champion or heritage tree removal |

BY: _____

Signature of Owner

Hao Li

Print Name

Member
Its

Daytime Telephone Number: (917) 478-2278

State of Florida
County of Duval

Signed and sworn before me on this 12th day of January, 20 24
By Hao Li

Identification verified: Florida Driver License Oath sworn: ☒ Yes ☐ No

Notary Signature

My Commission expires: Oct. 6, 2026



APPLICATION FOR DEVELOPMENT PLAN REVIEW

PROJECT SUMMARY

450 ATLANTIC BOULEVARD

April 10, 2024

LHV, LLC ("Applicant") files this Development Plan Review Application for the property located at 450 Atlantic Boulevard in Neptune Beach, Florida 32226 (RE# 172395 0060) (the "Property") for THE infill use of the existing, vacant building with a mixed-use development as depicted on the Site Plan, Floor Plans and Elevations filed herewith as Exhibits A(the "Project").

The proposed uses include training areas, indoor racquetball and pickleball courts locker rooms on the first floor, and a karaoke-themed bar on the second floor.

As a part of this Application, the Applicant requests a parking reduction pursuant to Section 27-540(c)(3) of the Neptune Beach Unified Land Development Code ("ULDC") for joint use of Property's thirty-eight (38) parking spaces. The proposed Project

includes a mix of uses on the first and second floors of the building, which are proposed to be managed by separate entities:

- Neptune Beach Sports and Recreation Center, Inc. will manage the first-floor operations, which include the MMA training areas, pickleball courts, and racquetball courts (the "Gym")
 - o First-floor hours of operation: 6:00 a.m. to 8:00 p.m., seven days per week.
 - Iron First Hospitality, LLC will manage the second-floor operations, which include the karaoke-themed bar, lounge, and pool tables ("the Bar")
 - o Second-floor hours of operation: 12:00 p.m. to 2:00 a.m., seven days per week.
- A shared parking analysis was conducted by Kimley-Horn and Associates to evaluate the projected maximum parking demand for the Project, based on data published by ULI in *Shared Parking, Third Edition*. A memorandum detailing the analysis is attached as **Exhibit F**. The analysis finds that the proposed uses are projected to have a maximum parking need of thirty-five (35) spaces during both weekdays and weekends. Concurrently submitted with this Development Review Application is an Application for Variance, requesting a reduction in the accessory structure side yard requirements of 27-328(a)(1)(d) of the ULDC to allow for additional A/C Units located in the western side yard consistent with the existing units.

QUANTITATIVE DATA

March 6, 2024

I. GROSS FLOOR AREA BY USE

FIRST FLOOR

Office 327 sq. ft.
 Package Store 146 sq. ft.
 MMA Training 2,776 sq. ft.
 Racquetball/Pickleball 4,586 sq. ft.
 Storage
 282 sq. ft.

SECOND FLOOR

Karaoke Bar 3,685 sq. ft.
 Billiards 826 sq. ft.
 Storage 267 sq. ft.

II. PARKING SCHEDULE

QUANTITY RATE1 SQ. FT. TOTAL

FIRST FLOOR

EMPLOYEE 2 # EMPL/2 N/A 1
 OFFICE 327 SF 1/400 SF 327 1
 PACKAGE STORE 146 SF 1/300 SF 146 0
 MMA TRAINING 2,776 SF 1/500 SF 2,776 6
 RACQUETBALL/PICKLEBALL 4 COURTS 2 PER COURT 4,586 8
 STORAGE 282 SF (employee above) 282 0

SECOND FLOOR

KARAOKE SEATING AREAS 120 SEATS 1 PER 4 SEATS 3,685 30
 BILLIARD 3 TABLES 2 PER 3 TABLES 826 2
 STORAGE 267 SF (employee above) 267 0
 EMPLOYEE 3 # EMPL/2 N/A 2

PARKING SPACES REQUIRED: 50

EXISTING SPACES: 38

The overall total required parking spaces based on interior net uses is 50 spaces. The site provides 38 parking spaces. A shared parking analysis was conducted by Kimley-Horn and Associates to evaluate the projected maximum parking demand for the proposed development, based on data published by ULI in *Shared Parking, Third Edition*. A memorandum detailing the analysis is attached as Exhibit F. The analysis

finds that the proposed uses are projected to have a maximum parking need of thirty-five (35) spaces during both weekdays and weekends. Section 27- 540(c)(3) provides for a reduction of off-street required minimum parking for mixed or joint use of parking spaces. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. The City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

III. V24-02 FINDINGS:

- 1. The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.**

Staff Response: There does appear to be a unique hardship. The existing building already has air conditioning equipment less than two feet from the property line. The new condensers will be located in the same location (less than two feet from the property line) and will be screened with the required four-foot concrete wall enclosure.

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

Staff Response: Yes, the variance is the minimum necessary to permit the building reuse.

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

Staff Response: The proposed variance would not adversely affect adjacent and nearby properties or the public in general. The existing building already has air conditioning equipment less than two feet from the property line. The new condensers will be screened with the required four-foot concrete wall enclosure.

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

Staff Response: The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.

- 5. The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.**

Staff Response: The variance request is in harmony with the general intent of the LDC.

- 6. The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.**

Staff Response: The proposed variance request for AC equipment setback is not created through the actions of the property owner.

- 7. Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.**

Staff Response: Granting the variance request for an AC equipment setback would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

IV. D24-02 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasi-judicial public hearing and shall consider the following factors when issuing a development order:

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses to the north, east, and west side.

2. Whether the concurrency requirements of article VI of this Code could be met if the development were built.

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips over the prior use; therefore, a traffic study is not required.

Water/Sewer: This project area has water and sewer.

School: Not applicable

Drainage: Not applicable. No new impervious surface will be added.

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

Staff Response: The site contains an existing building and parking area. All uses are approved by right. The shared parking use adheres to standards to permit reduction for mixed or joint use of parking spaces. In accordance with 27-540 (c) 3, the City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

The property is serviced by a private lift station. The water main extends across the front of the property and ends at the hydrant just west of the lot.

4. Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.

Staff Response: The property has a Comprehensive Plan Commercial II Land Use designation and is zoned Commercial-3 (C-3) in the Neighborhood Commercial (NC) zoning district. Recreation, amusement, and entertainment uses are permitted uses in this district, including billiard and pool hall, indoor athletic and exercise facilities, tennis, handball or racquetball facility, night club, private club and bar/tavern. All proposed uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces.

5. Applicable regulations, review procedures, and submission requirements.

Staff Response: All proposed uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. There are no outstanding land development or public utility comments. There may be additional Fire or Building comments to address at permitting.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: The variance for development order request was noticed as required to property owners within 300 feet. A sign was posted on the property according to requirements. Staff has not received any comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: Nothing outstanding.

V. STAFF RECOMMENDATION

V24-02:

Staff recommends approval of V24-02 variance from Section 27-328 (a) (1) d. to permit air conditioning units to be located 1.8 feet from the western side yard property as presented.

DP24-02:

Staff recommends approval of the application for DP24-02 Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for LHV, LLC for the property at 450 Atlantic Blvd (RE# 172395-0060) to permit a mixed-use facility to include mixed martial arts training, racquetball, pickleball, karaoke bar, and pool tables. All uses are approved by right. The shared use parking adheres to standards to permit reduction for mixed or joint use of parking spaces. In accordance with 27-540(c) 3, the City Council, after review from the community development board, may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

VI. RECOMMENDED MOTION:

a. I recommend approval of V24-02 and DP24-02

OR

b. I recommend denial of V24-02 and DP24-02

Cindy Trimmer, with Driver, McAfee, Hawthorn and Diebenow and representing the property owner, addressed the board.

This will be a mixed-use facility including a package store for liquor to go. A masonry wall will be added to screen the air conditioning units on the west side of the building. There are thirty-eight parking spaces on the site.

Questions from the board:

Mr. Raiti: Are there four parking spaces to the north part of the property? Staff's reply: Yes, they are north of the Lemon Street easement. This section is called Lemon Street however it is not a City owned right-of-way, it is a privately owned egress and ingress easement.

Mr. Raiti: Are the stairs to the second floor still on the south side of the building? Mr. Dunlap, Architect, stated the stairs at the rear of the property had been removed when the building was remodeled in 2021.

Public Comments Chairperson Schwartzenberger opened the floor for public comments.

Mr. Jean Bakkes, 2009 Marsh Point Road, stated that he understood the air conditioning units will create noise and is concerned about the residential neighborhood that is behind this building.

There being no comments, the public hearing was closed.

Board Discussion.

Ms. Bylund stated: The property is close to the Neptune By the Sea neighborhood, but the noise will be contained by the masonry wall.

Mr. Hilton stated: Noise from the second floor and roof can be heard. This may be a concern.

Mr. Boran stated: That pickleball is noisy.

Chairperson Schwartzenberger stated: It was a cool concept.

Made by Atayan, seconded by Hilton.

MOTION: MOVE TO RECOMMEND APPROVAL OF VARIANCE 24-02, AS SUBMITTED.

Roll Call Vote:

Ayes: 6-Bylund, Hilton, Raiti, Boran Atayan, Schwartzenberger

Noes: 0

MOTION APPROVED.

Made by Boran, seconded by Atayan.

MOTION: MOVE TO RECOMMEND APPROVAL OF PRELIMINARY DEVELOPMENT PLAN DP24-02.

Roll Call Vote:

Ayes: 6-Bylund, Hilton, Raiti, Boran Atayan, Schwartzenberger

Noes: 0

MOTION APPROVED.

The applicant's agent was informed that the board only makes recommendations and that these cases would be forwarded to the City Council for their final review on June 3, 2024 at 6:00 pm. They should attend this meeting.

May 8, 2024

Replat DP 24-03
2101 Bartolome
Rd (RE#173399-
0000) Jean
Bakkes

DP24-03: Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Marshpoint Properties Three, LLC for the property is currently known as 2101 Bartolome Rd. Lot 1 Block 29 of Florida Beach Plat No. 2 (RE# 173399-0000). The applicant requests to subdivide one existing lot into three lots.

Background

This is a request for a subdivision plat approval as outlined in chapter 27, division 3. – “Platting Requirements” for a property currently known as 2101 Bartolome Rd, (PIN:173399 0000). The subject property is located on the north side of Marsh Point Road and Bartolome Road in the R-4 zoning district. The lot is .41 acre (17,859 square foot) and contains one two-family duplex.

The applicant is requesting to subdivide the .41-acre (17,859 square feet) parcel into three conforming lots. The granting of the subdivision would create three lots for a total of two additional lots.

The R-4 Zoning has a minimum lot size of 4,356 square feet. The front and rear yard setbacks are variable but must equal 35 feet total and neither can be less than 15 feet. The side interior setback is seven feet. The side street setback is eight feet. Duplexes comprised of two attached homes are exempt from the interior side setback where the units meet.

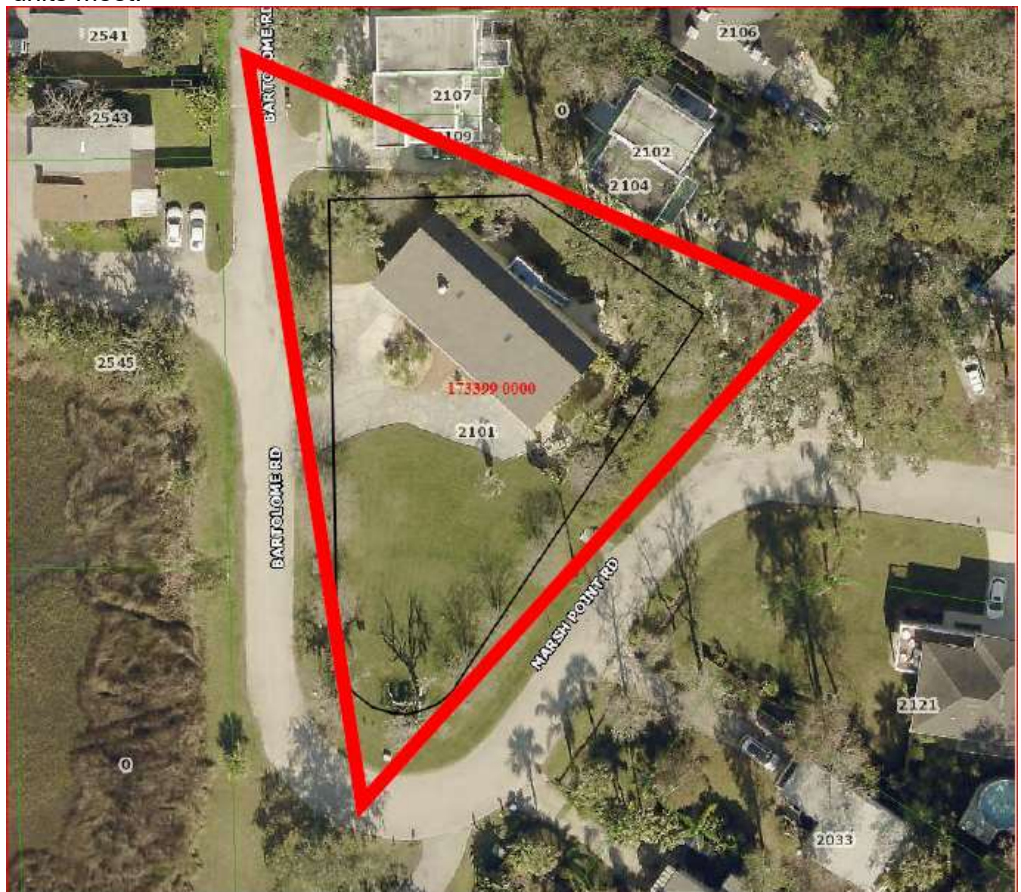


Figure 1: 2101 Bartolome Rd

Summary

The applicant is requesting to subdivide the .41-acre (17,859 square feet) parcel into three conforming lots. The granting of the subdivision would create three lots for a total of two additional lots. Each lot would meet the 4,356 square foot minimum lot size.

The existing lot contains one two-family duplex. The existing duplex will be divided into two lots along the shared wall, yielding a 5,566 square foot lot to the west (1A) and a

4,689 square foot lot to the east (1B). The balance of the parcel (1C) will be 7,297 square feet. The existing structure will adhere to all setbacks.

Staff Recommendation

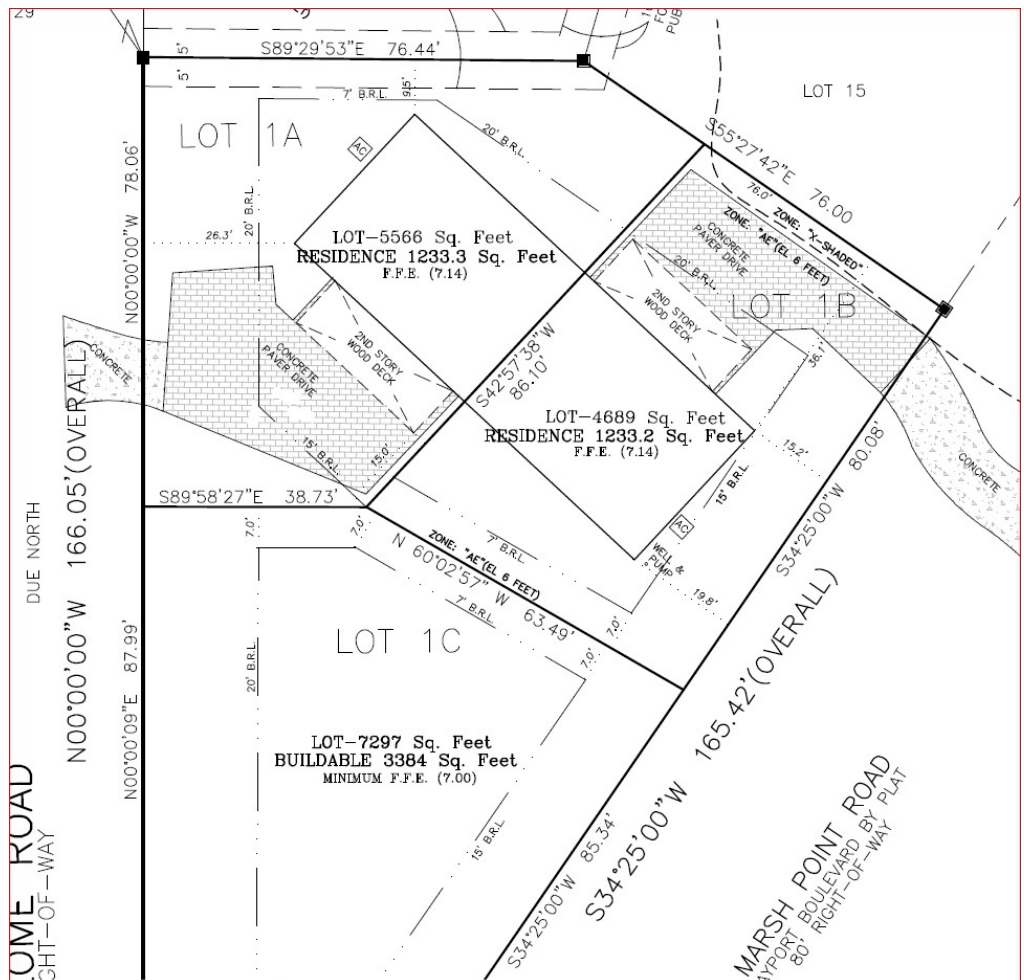
Staff recommends approval of application DP24-03 replat for 2101 Bartolome Rd.

Recommended Motion

I move to approve application DP24-03 replat for 2101 Bartolome Rd.

Or

I move to deny application DP24-03 replat for 2101 Bartolome Rd.



Mr. Jean Bakkes, 2009 Marsh Point Road and owner of the property addressed the board. Purchased the property in February of 2022. There was an existing house on the property that has recently been renovated into a two-unit townhouse. Each townhouse has 4 bedrooms and 3 baths with a firewall dividing them. Each townhouse will be sold and owned separately. The remainder part of the lot will be used for a new single-family dwelling.

Public Comments

Chairperson Schwartzenberger opened the floor for public comments.

Gary Flagler, 2121 Bay Road, lives across the street from the property. Concerned about the multi-family versus a single-family dwelling. Stated he never received a notice.

Was any traffic or flood studies done? Very concerned. Against the request due to the nature and the beauty.

Jessica Bradstreet, 2146 Acacia Road, stated her husband (Mr. Gibson) had sent an email to the board. No notification was sent either. The purpose of the ULDC is to protect natural beauty. The use is not specified.

Scott Mollan, 2102 Acacia Road, supports keeping the land together. Try to preserve the neighborhood. People watch the sunset from this property.

Also Mr. Wil Gibson. 2142 Acacia Road emailed a letter to be saved by each member. This email included in the minutes.

From: Will Gibson <gibson_w@outlook.com>
Sent: Monday, May 6, 2024 10:40:54 PM
To: cdb@nbfl.us <cdb@nbfl.us>
Cc: gflagler3@aol.com <gflagler3@aol.com>
Subject: May 8 CDB Meeting Agenda Item #7

Members of the Community Development Board,

I am writing in regard to agenda item #7 of the May 8, 2024 CDB meeting which reads, "DP24-03 Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for Marshpoint Properties Three, LLC for the property is currently known as 2101 Bartolome Rd. Lot 1 Block 29 of Florida Beach Plat No. 2 (RE# 173399- 0000). The applicants are requesting to subdivide one existing lot into 3 lots. The property is in the R-4 zoning district." I am unable to attend the meeting due to a schedule conflict but would like to register my concerns for the following reasons:

1. The application filed by Marshpoint Properties Three, LLC is either incorrect or out-of-date (as this matter was previously tabled). The application provided in the package, in the "Describe Request Being Made" section states, "Subdivide existing lot into 4 lots. No variances requested. Split duplex into 2 townhouses." All other documents say 3 lots, but the applicant requests 4 in the application provided as evidence. **The applicant should present a corrected application or be denied.**
2. Can the CDB confirm the height of the structure currently on the lot? Is it less than 28 ft. tall? I cannot find any documentation listing the height. If the structure is greater than 28 ft. tall, then subdividing the lot would make it non-compliant. As it stands on its current lot, it would be grandfathered under previous ordinances if it were greater than 28 ft., but subdividing into new lots would make it noncompliant if the height of the structure exceeds 28 ft. **Please investigate this and provide the height of the structure and deny the application if the structure will be non-compliant on the new lots.**
3. The property at 2101 Bartolome Rd. is zoned as a duplex, which is defined in the ULDC as "**Duplex** (two-family residence) means a building on a single lot containing two (2) dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall. A common stairwell exterior to both dwelling units may be provided." The applicant requests that the duplex be split into 2 townhouses. The definition for a townhouse is "**Townhouse** means a single-family dwelling constructed in a series or group of attached units in which each unit has its own front and rear access to the outside and no unit is located over another unit, with property lines and fire walls as required by the Florida Building Code, separating each

unit." Duplexes and townhouses are defined differently. No evidence has been provided that shows that these units conform to the definition of a townhouse, including property lines AND fire walls as required by the Florida Building Code. **Please provide evidence that these structures will be compliant as townhouses if the lot is split. Were development permits issued to convert this structure from a duplex to a townhouse? If so, please provide evidence. If not, this application should be denied.**

4. The applicant does not specify the land use for proposed LOT 1C as is required by the ULDC, other than it is buildable land. **What type of structure is proposed? If the proposed structure is something other than a single-family dwelling, would that type of dwelling be compliant on that parcel?**
5. Gary Flagler (Cc'd) is an adversely affected person in this matter, as the plot lies directly west of his property within a 300 ft. radius of the subject property. **He did not receive notice by mail of this hearing as is required.**
6. The intent of zoning rules in the ULDC includes "To regulate density of population and thus prevent the overcrowding of land in order to facilitate the provision of adequate community facilities and services such as water, sewerage, schools, parks and similar city functions." **Approving this application would increase population density and would deteriorate our already inadequate services in this neighborhood, including streets, sewers, water, and storm drainage.**
7. The ULDC states that the design goals and design objectives for new construction or improvements include:
 - a. To preserve the natural beauty of Neptune Beach and protect the residential character of the city from the effects of inharmonious and out of scale developments.
 - b. To conserve the city's natural beauty and visual character and charm by ensuring that structures and other improvements are properly related to their sites, and to surrounding sites and structures, with due regard to the aesthetic qualities of the natural terrain and landscaping, and that proper attention is given to exterior appearances of buildings, structures, and other improvements.
 - c. To protect and enhance the city's aesthetic and natural appeal.
 - d. To maintain and improve property values.
 - e. Neighborhood design. Site improvements should be compatible with structures existing on neighboring parcels and should be sensitive to their designs and property rights. *Designs which conflict with the use and enjoyment of any property should be avoided.* Buildings should be designed in scale with the neighborhood and should complement the character of the neighborhood, rather than conflict with it.
 - f. **The proposed division of plots and resulting construction of additional dwelling(s) does not meet the above goals of the ULDC. This would allow a structure to be placed directly in front of the home of Gary Flagler and other nearby residents and block their access/views of the natural beauty of the intracoastal waterway and potentially diminish the value of the nearby properties as a result.**

8. The R-4 district is permitted for single-family residences and two-family (duplex) residences. It is not permitted for multi-family residences, which includes townhouses. The applicant has requested that the units be designated as townhouses, not duplexes. Therefore, they are not allowed in R-4. One reason why the applicant requests designation as a townhouse (multi-family residence) is that townhouses do not require side yards for interior units. In the Background section of the Staff Package it states, "The R-4 Zoning has a minimum lot size of 4,356 square feet. The front and rear yard setbacks are variable but must equal 35 feet total and neither can be less than 15 feet. The side interior setback is seven feet. The side street setback is eight feet. *Duplexes comprised of two attached homes are exempt from the interior side setback where the units meet.*" That is not correct – words have meaning, and duplexes and townhouses carry different definitions in the ULDC. The interior side setback rule does not apply to duplexes according to the ULDC – it applies to townhouses, which the applicant wants as a designation. **Apply the rules based on the definitions listed in the ULDC. Townhouses are not allowed in R-4 and this application should be denied.**

Based on the concerns listed above, I do not believe that this application should be approved, and I request that you reconsider your position on this matter. Thank you for your time and consideration.

Kind regards,
Will Gibson
2146 Acacia Rd., Neptune Beach

Mr. Bakkes stated that he understands their concerns, but he is the owner of the property.

Heather Whitmore, Community Development Director, cleared points made. This is a request for a replat and not a variance or special exception. The code does not require neighbors to be notified by mail for replats. The Code only requires that the property to be posted and a public notice to be published in the local newspaper.

There being no comments, the public hearing was closed

Board discussion:

Chairperson Schwartzenberger: Is this solely for a replat? Yes, it is.

Mr. Hilton: The City Council should look at changing this block from R-4 to single family zoning.

Made by Boran, seconded by Hilton.

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

Roll Call Vote:

Ayes: 6-Bylund, Raiti, Atayan, Boran, Hilton, Schwartzenberger

Noes: 0

MOTION APPROVED.

The applicants were informed that the City Council must make the final approval and they should attend the meeting on June 3, 2024 at 6:00 pm.

May 8, 2024

Replat DP 24-04
108 Orange Street
(RE#172769-0000)
Douglas Driver, III

DP24-04: Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast.

I. BACKGROUND: A Preliminary Development Plan application for a Bed and Breakfast has been submitted for 108 Orange St (RE# 172769-0000). The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District (CBD). Bed and breakfast is a permitted use in this district.

In 2015, the Drivers made an application for a Special Exception application for a Single-Family Home for 108 Orange St. The City denied the application and the Drivers sued the City for a petition for writ of certiorari for the City denying their application. This writ of certiorari ordered the lower court (Neptune Beach) to deliver its record in a case so that the higher court (Circuit County of Duval County) may review it.

There were two separate items that were denied and for which the Drivers filed writs of certiorari. One was the Special Exception for the Single-Family Home and one was a variance for setbacks and height. In 2022 the Duval Court agreed that the City had sufficient competent substantial evidence on both to deny it, and the City prevailed (See attached Case No. 16-2022-AP-18 Final Order Denying Petition for Writ of Certiorari).

II. DISCUSSION:

Chapter 27 Article III Administrative and Enforcement Procedures Division 2 Development Review of the Unified Land Development Code of Neptune Beach requires a preliminary and final development plan (development order) approval when "Changing or expanding any use of a site so that the need for off-street parking is increased." *Section 27-76* states that "all development in non-residential districts" requires a development order.

A Preliminary Development Plan application for a 3,507 square foot three story bed and breakfast has been submitted by the property owners for the property located at 108 Orange St. (RE # 172769-0000). The existing lot of record is 50' x 55'. The existing vacant property is located on the northeast corner of Orange St. and Midway St. The property is within the Central Business District (CBD) and is surrounded by CBD zoning on the east, north and west. The properties to the south are zoned RC/R-4. The immediate properties surrounding the vacant lot consist of single family and multi-family properties.



The proposed bed and breakfast has two rental/guest bedrooms and one owner's suite and provides a total of two parking spaces. The ground floor/1st floor consists of an interior parking garage for one parking space and guest bedroom, the 2nd floor consists of living area, lobby and kitchen, and the 3rd floor consists of a guest room and the owner's suite.

Site Plan/Building Plan:

Below is a chart showing development standards for the CDB are and the proposed bed and breakfast:

	Per Code	Proposed
Min. lot area	none	2,750 sq. ft.
Min. lot width	none	50 ft.
Min/Max front yard setback (Orange St.)	0/10 feet	10 feet
Min/Max corner yard setback (Midway)	5/15 feet	11 feet
Min. rear yard setback	5 feet	5 feet
Max. lot coverage	85%	53.7%
Max. building height	35 feet	35 feet
Min. Building frontage buildout	70%	74%



*Figure 3: Proposed Frontage Elevation (Southern Elevation facing Orange St)
108 Orange St, Neptune Beach, FL*

Sec. 27-236. – “Frontage requirements and standards” and Sec. 27-246. – “Central Business District (CBD) zoning district – special regulations” require all building frontages in the CBD to be either Storefront or Lobby with 30%-70% façade transparency. Storefronts and Lobby’s shall be accessible from the sidewalk level.

Section 27-246 (b) and (c) state:

(b) Commercial building frontage standards. New commercial development shall comply with the required frontage types and associated standards detailed in Section 27-236

(c) Commercial building design standards.

(1) Storefront design. The storefront is a frontage type along sidewalk level of the ground story, typically associated with commercial uses. Storefronts are required for the ground floor of all buildings located on streets designated with Required Retail Frontage and may be incorporated on any building in the Central Business District (CBD), Neighborhood Center Overlay (NC), and C1 districts. Storefronts are frequently shaded by awnings. Storefronts shall be directly accessible from sidewalks;

(2) Entrances and Access. All new buildings should have the main entrance oriented to and in full view from a street or public open space. Main entrances shall have design details that enhance the appearance and prominence of the entrance so that it is recognizable from the street and parking areas. Building on corner lots shall use design elements that emphasize the importance of both streets.

(3) Transparency. All building facades which face onto a street or public open space, shall meet the following minimum transparency requirements:

a. Buildings with Shopfronts (Figure 27-246-3)

i. Minimum building façade transparency for ground story: 70% and should allow a view of at least 5’ of interior space

ii. Minimum building façade transparency for upper stories: 40%

b. Building without Shopfronts (Figure 27-246-4)

i. Minimum building façade transparency for ground story: 30%

ii Minimum building façade transparency for upper stories: 25%

Driveway/Parking:

The site is served by a total of two parking spaces, one parallel space and one garage space. Per the parking requirements in 27-540-1 the development is required to have one parking space per guest room and two parking spaces for the owner/operator for a total of four spaces.

Per, 27-540 (c) the CBD is given a 50% reduction in parking however; therefore the development requires two parking spaces. The site layout parking access configuration complies with driveway standards and maximum driveway apron width.

III. D24-04 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasi-judicial public hearing and shall consider the following factors when issuing a development order:

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by majority residential uses, as well as commercial uses along First St.

2. Whether the concurrency requirements of article VI of this Code could be met if the development were built.

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips; therefore a traffic study is not required.

Water/Sewer: This project area will require water and sewer extensions (See attached Public Works Comments)

School: Not applicable

Drainage: Site may require stormwater permitting from Saint John's Water Management District (See attached Public Works Comments).

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

4. Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.
The site will require additional utility planning (See attached Public Works Comments).

5. Applicable regulations, review procedures, and submission requirements.

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.
The site will require additional utility planning (See attached Public Works Comments).

See attached Fire review comments.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: A sign was posted on the property according to requirements. Staff has received comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: The site will require additional utility planning, See attached Public Works Comments See attached Fire review Comments

IV. STAFF RECOMMENDATION

Staff recommends approval of the currently proposed application for DP24-04 Preliminary Development Plan for the property at 108 Orange St (RE# 172769-0000) to permit a bed and breakfast (as presented).

See attached Planning and Zoning Comments
See attached Public Works Comments
See attached Fire Comments

The applicant provided a preliminary response to staff comments on May 3, 2024 and provided an updated revised site plan (see attached). The applicant responded to all Planning and Zoning comments on May 8, 2024 and provide a revised site plan, floor plan, and elevations. The revised proposed Preliminary Development Plan as updated on May 8, 2024 complies with all planning and zoning development standards.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

V. RECOMMENDED MOTION:

- a. I recommend approval of DP24-04
- OR
- b. I recommend denial of DP24-04

Mr. Douglas Driver, III, 1150 Penman Road and owner of the property addressed the board. His family purchased the property in 1989. There was an existing duplex on the property that was demolished in 2007.

The property is being used for parking and dumping site by the neighbors and beach goers. Would like to build a bed and breakfast. Will generate revenue and increase property values for the neighbors. Legally allowed to build a bed and breakfast on the property.

Questions for Staff and applicant:

Ms. Atayan: The fire review had one question about tight turning since the curb has been removed.

Mr. Moran: How many B & B do we have? None

Mr. Hilton: There was originally 3 parking spaces. Where will the other guest park? Mr. Driver stated that they were only required to provide two. One will be in the garage and the other one in front of it. The extra parking space had to be removed, because of the allowable driveway width.

Mr. Hilton: Why is there no kitchenette in guest room number 2? We deemed that it was not necessary and removed it.

Is there a roof top deck planned? No, roof top deck.

Guest #1 will enter through the lobby and guest #2 will enter through the laundry area or garage. Mr. Driver stated that guest #1 will be the primary guest room. Mr. Kevin Solman, architect, the lobby is access to the first floor and the second guest room and owner's suite will be accessed by the side door through the laundry.

Public Comments

Chairperson Schwartzenberger opened the floor for public comments.

Henny Schoonover, 214 Oceanfront, opposes the application. Passed a drawing on how this property will compare in height to the surrounding buildings. Opposes the 35-foot-tall Bed and Breakfast beside my house and in my neighborhood. This proposed building will replace a 1268 square foot two-story house that once stood on that lot. The land development code includes Bed and Breakfasts as one of numerous "permitted uses" in the CBD along with Hotels, Motels, interior service restaurants, carry-out and delivery restaurants, government uses, utilities, public park, recreation, amusement, and entertainment, including billiard and pool halls and the list goes on. None of these permitted uses are compatible within the residential section of the CBD. Our established neighborhood is made up of single and two-family homes that are two-story, none being taller than 28 feet. The proposed building of 35-feet will stand and full story above all the other houses around it. It just does not fit.

According to Section 27-222 of the ULDC-Purpose and Intent of zoning district "this zoning article must impose certain appropriate restrictions on the use of land within the city limits of Neptune Beach to ensure that future development is in keeping with the existing development."

Regarding neighborhood design: The proposal as it stands now is not in scale or character with the neighborhood.

Regarding scale, mass and bulk: The ratio of square footage to land of this building is 1:.94 while existing homes in this neighborhood have a ratio anywhere from 1:1.8 to 1:4.14, further illustrating the fact that this proposed building is out of proportion and density with surrounding buildings.

Regarding privacy. The proposed height of 35 feet is not sensitive to the surrounding neighbors.

Allow this proposal to go forward will set a bad precedent for our neighborhood and the City of Neptune Beach. Regardless of zoning designation, the extra traffic created and parking hassles with a B&B is not fitting with our neighborhood ambience. Please listen to the concerns of the people living in this neighborhood. The City of Neptune Beach's own ULDC will not permit this land usage as proposed.

George Schoonover, 214 Oceanfront, opposes the applicant's request to build a B&B at 108 Orange Street. As outlined in Florida Statutes, the Community Development Board shall consider the following factors: The nature of the proposed development, including land use types and densities; proposed parking areas, "and the concerns and desires of surrounding landowners and other persons".

The following stated goals and objectives are taken directly from NB's codes. Purposes and Intent of Zoning districts. The design goals for new construction are; to preserve the natural beauty of NB and protect the residential character of the effects of inharmonious and out of scale developments in order to maintain and improve property values.

Site improvement should be compatible with structures existing on neighboring parcels and should be sensitive to their design and property rights. Designs which conflict with the use and enjoyment of any property should be avoided. Buildings should be designed in scale with the neighborhood and should complement the character of the neighborhood, rather than conflict with it.

Buildings should not present excess visual mass or build to public view or to adjoining properties. Large box-like buildings can appear massive. When viewed from the public right of way, excessive mass detracts from the character of NB's individual neighborhoods. When viewed from adjoining properties, excess mass can effectively act as a wall that dominates neighboring structures and interferes with the enjoyment of open space and the free passage of light and air.

Design should respect views enjoyed by neighboring parcels. It is the intent of this objective to balance the private rights to views from all parcels that will be affected by a proposed build or addition. No single parcel should enjoy a greater right than other parcels except for the natural advantages of each site's topography. Building which substantially eliminates an existing view enjoyed on another parcel should be avoided. A 35-foot-high flat wall certainly qualifies for that characterization.

Another consideration for a bed and breakfast on this parcel is the lack of surrounding infrastructure. The parcel is on Midway, a narrow one-way street to Lemon. There is no sidewalk or curb. There is one dim streetlight at the corner of Orange and Midway as well as confusing street signage. It would be harrowing for a driver or pedestrian to navigate these handicaps without prior knowledge. For these reasons, I oppose the application.

Dreanna Bane, 600 Second St, read a letter from Ronald and Diane Wingate of 700 Oceanfront: "Dear Neptune Beach Community Development Board, We are writing this letter in hopes that this committee will vote against the application to establish the Driver Inn at 108 Orange Street in Neptune Beach, FL. There is absolutely no parking for a business on that small section of Orange Street. Also, most people that live at the beach have many visitors because we live at a safe beach. This warm weather has already brought many people. We live at the end of Cedar Street (public access) and have never seen so many headed to the beach that we have we have never seen before. Sincerely Yours, Ronald and Diane Wingate.

Judy Williams, formerly owned 98 Orange St, it is crowded and asked the board to look at the plans closely.

Shellie Thole, 310 Oleander St., this is not the same packet that has been changed since it was originally sent out. How do you make a decision, if you have not had a change to look over it?

Ray Lin, 310 First St, I don't see how it will improve property values. It will diminish. It will not look like the old houses.

Heather Peters, 93 Orange St, lives across the street and as the owner stated, they can not control the parking as it is now. How are they going to control it in the future. How does a business become successful with only two parking spaces? Are we saying it's a business when its not? Does not want to see this happen. What is the logic behind the two parking spaces?

Dr. Juan Leoni, 111 Orange St, owns property diagonally from 108. Would like to have something to be built there. People are using the lot to hang out. The owners should use the lot to be neighborly and friendly.

Mr. Driver stated that he understands their concerns, and that the last two speaks made a point with the property being vacant and being used for drugs. This is why we want to build a house here and use it as a bed and breakfast. As for the reason why there is not a kitchenette on the third floor. There is a kitchen on the second floor with access to that room. In addition, we are primarily looking to just rent out the first floor bedroom, so two parking spots should be ample space for that.

I hear a lot of feelings from people say that don't like it, if they don't like it, then they should work towards changing the law. We are trying to meet all the rules and regulations. Putting all of his life savings into this house/bed and breakfast, whatever you want to call it. There will be security cameras, looking at building a gate in the future.

There being no comments, the public hearing was closed.

Board Discussion:

Ms. Bylund: This is not a replat and we do have factors to be considered. #1 Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses- this is zoned commercial and but people came in and built in this area. The land use is residential even though it is zoned commercial. Parking is a huge consideration. It is not realistic to have two parking spaces. There is the people living there, the people staying there, possibly people working there and people visiting the guests. The math do not add up at all. Has a problem will be contributing to the parking problem. Someone wants to have a 35-foot house that is out of keeping with all the other houses around it. Wonderful if there is something they could do differently. Especially the park.

Ms. Atayan: We look at the intensity of the businesses, it is too high of an intensity for this area. We may need to revisit the zoning district and redefine the uses. The height and size of it is out of nature of the surrounding area.

Mr. Raiti: The size and bulk of the building is not in keeping of the neighboring properties.

Mr. Schwartzenberger: Boarders Seahorse, Lemon Bar and we will see changes coming in the futures. There is a permitted use, it would be a lovely area for someone to stay. A single-family is what everyone want, but a single-family house is not allowed by right.

Mr. Hilton: If someone were to come before the board to build a single-family dwelling on the property, what would the height be? Ms. Whitmore stated it would have to comply with the RC overlay requirements and the height of 28 feet.

Mr. Raiti: The mass of the building weighs on him. You don't have to overshadow the neighborhood.

Mr. Driver was given the floor again. He stated the intent is to rent this out and the intent is not to just have a house. As for the parking, there was 3 spaces originally planned but was told that he could not have more than an 18-foot wide driveway. Would be happy to reinstate that parking space. The goal is to have one couple come and stay at the B&B routinely as a vacation style rental. Does not want twenty-five plus people visiting the house. I will be living there, I don't want to see 25 people myself. In fact I would prefer not to see them at all. They will come in and out a separate entrance. That is the intent, just wanted to make that know.

Mr. Boran asked Mr. Driver: Who is the owner/operator? Mr. Driver stated that he would be the owner/operate but that he did not want to have undue interaction with the guest. They will have their own entrance for the first floor. They will have a bedroom and I will feed them, but not hanging out with them.

Ms. Atayan: You stated that you wanted limited contact with the guest on the first floor and you also have a guest room on the same floor as your bedroom. You will have direct contact with that guest and sharing facilities with them. Is a B&B guest or a family member? Mr. Driver stated it is just another room in the house and does not see if it is rented or not that it is relative.

Mr. Boran: So, your B&B is a one single bedroom with a kitchenette. Yes, I have a full time job and maybe in the future I will rent the other guest room.

Mr. Hilton: I'm confused. In my experience with Bed and Breakfasts, you typically go to someone's home, they have multiple bed and bathrooms, and they service you several meals and they interact with their guest. I don't normally go to B&B's because I am not comfortable with this. I'm confused about the model.

Becky Driver, the owner, stated that her son plans to come in and service the breakfast and that he plans to live there.

Ms. Atayan: There is a guest room on the third floor where he plans to live. For the transient guest, there will only one bedroom for guest? Yes.

Ms. Bylund: This seems to be not as what it has been presented and the parking. This a reason I would use to reject, and I believe it is a legal reason and would pass mustard.

Mr. Boran: Parking cannot accommodate the people coming in.

Mr. Raiti: The natural man-made features are not in coordinate with the design. The parking does comply with the 50% reduction.

Made by Bylund, seconded by Hilton.

MOTION: MOVE TO RECOMMEND DENIAL DP24-04 TO THE CITY COUNCIL.

Roll Call Vote:

Ayes: 6-Bylund, Raiti, Atayan, Boran, Hilton, Schwarzenberger

Noes: 0

MOTION APPROVED.

The applicants were informed that the City Council makes the final decision and the applicant should attend the meeting on June 3, 2024 at 6:00 pm.

The board discussed the need for a definition of "Historically Significate" before presenting anything to City Council.

Mr. Raiti asked about the non-conforming section of the code. In particular, you can not "enlarge or reduce" of a non-conforming.

Mr. Roth stated: Conforming is the only part that cannot be changed. The section only applies if it was built correctly but then the code changes after the fact. This second of the code is very poorly written and should be reviewed.

May 8, 2024

The non-conforming is very muddy and the board needs to look at it in the future.

Zack Roth, City Attorney, informed the board that he has given his resignation and will be leaving once a replacement has been found.

Greg Schwarzenberger, Chairperson

ATTEST:

Piper Turner, Board Secretary



Agenda Item #9A
Water Trailer Purchase

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

AGENDA ITEM:	Water Trailer Purchase
SUBMITTED BY:	Colin Moore, Parks and Sustainability Director
DATE:	5/29/24
BACKGROUND:	In July 2022, the City of Jacksonville (COJ) inspected and accepted the Jarboe Park tree planting project that included a 2-year warranty with watering and maintenance provided by COJ's landscaping contractor. In anticipation of the end of this warranty period, the Parks and Sustainability Department requests authorization to utilize funds in the Tree Conservation Trust Fund to purchase a water trailer to enable CONB Public Works employees to continue watering these trees and support any future tree planting projects that the City may undertake. According to Code Sec. 27-458, "the protection and conservation of existing trees" is a permitted use of this fund. Additionally the Code states that the City Manager will bring plans for the use of the tree fund expenditures to Council for approval. The Tree Conservation Trust Fund currently has a balance of \$71,188.00. After soliciting three quotes, the lead time for delivery for the lowest quoted trailer (One Clarion Tool Supply) is 7-10 months. Lead time for the 2nd lowest quote (Diamond Tool Store) is 3-4 weeks. Staff recommends this option (see below and attached). One Clarion Tool Supply- \$14,425.00, lead time 7-10 months Diamond Tool Store- \$16,041.93, lead time is 3-4 weeks (recommended by staff) ABI Tool Supply- \$17,458.75 after the \$1235.13 tax is removed, lead time 7 weeks
BUDGET:	\$16,041.93
RECOMMENDATION:	Approve a \$16,041.93 purchase of a water trailer from the Tree Conservation Trust Fund.
ATTACHMENT:	Water Trailer Quote



Diamond Tool Store
Euro Asian Blades, Inc.

800 342 3876

www.diamondtoolstore.com

Euro-Asian Blades, Inc.
1335 Old Okeechobee Rd., Suite 100
West Palm Beach, FL. 33401
Tel : 561-833-8992
Fax : 561-833-9092
Toll Free: 800-342-3876

Bill To: City of Neptune Beach
Ryan Shaneyfelt
Neptune Beach, FL 32266
9047490069

Ship To: City of Neptune Beach
Ryan Shaneyfelt
Neptune Beach, FL 32266

Order Status: Quotation

Item Name	Attribute	Size	Qty	Sold	Due	Price	Ext Price	Tax
Wylie Express Water Wagon - 1,			1	0		\$14,000.00	\$14,000.00	T
Total Qty Ordered:			1	0	1			

Percent Unfilled: 100

Subtotal: \$14,000.00

5 % Disc: - \$700.00

Exempt0 % Tax: + \$0.00

Shipping: + \$2,741.93

TOTAL: \$16,041.93

Deposit Balance: \$0.00

Balance Due: \$16,041.93

Please review all details of this quotation and confirm. Quotations will not be confirmed until customer authorization.
Thank you.



Diamond Tool Store 1,025 gallon Water Trailer (shipped from Oklahoma)



Ryan Shaneyfelt

nbfl.us
United States

Ryan Shaneyfelt
rshaneyfelt@nbfl.us
9047490069

Reference: 20240524-091844936
Quote created: May 24, 2024
Quote expires: June 23, 2024

Portable Tank Group, Inc DBA One Clarion
1515 U.S. Hwy. 1

Sebastian, FL 32958
USA

Nicholas Calderara

nicholasc@oneclarion.com

Total	\$15,506.88
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Products & Services

ITEM NAME	DESCRIPTION	QUANTITY	PRICE	NET PRICE
1010 Gallon EP DOT Spray Water Trailer	1010 Gallon EP DOT Water Spray Trailer EP DOT Water Trailers are designed for commercial industrial applications where service life and performance is a must. Suck, spray, pump capabilities for all your site needs. Includes: -Poly Hose Reel with 50 foot x 3/4" hose with fire spray nozzle -Suction and discharge hose -Rear mounted dust spray nozzles for maximum coverage. Individual control by ball valve. Length 195" Width 73" Height 78" Hose Size 2"/Black Fertilizer Size (US Gallons) 1,010 Dry Weight (lbs) 1,650 Tires 235/80 R16 10 PLY DOT Tire & Wheel DOT Compliant Yes Frame Construction 6" x 2" Rectangle Tubing Axle (s) 2 x 7,000 lbs. Slipper Spring Tank Type Poly sump bottom transport tank Hitch Type 20,000 lbs. 2-5/16" Ball Brakes Electric with emergency breakaway (2 x Axle) Fenders Yes Discharge Hose Length Electrical Plug 7 Pole RV Plug Motor Honda® GX160 5.5 HP Gas Engine Pump 2" Banjo® Centrifugal Poly, 195 GPM	1	\$12,975.00	\$12,975.00

ITEM NAME	DESCRIPTION	QUANTITY	PRICE	NET PRICE
	Valve Fittings 2" Banjo® sweep manifold Lights DOT compliant clearance, stop, turn, tail, license Warranty: Motor 3 years Tank 10 years (with activation) Trailer frame 1 year Pump 1 Year *Forklift Will Be Required to Offload Trailer* *Customer Responsible For Offloading*			

ITEM NAME	DESCRIPTION	QUANTITY	PRICE	NET PRICE
_Freight	Estimated freight - PLEASE CONFIRM SHIP TO ADDRESS. One Clarion takes pride in selecting reputable freight carriers, however, items may get damaged during the delivery process; *** NOTE: YOU (CUSTOMER) are RESPONSIBLE FOR INSPECTING THE GOODS DELIVERED FOR DAMAGES UPON ARRIVAL. IF THERE ARE DAMAGES the Bill of Lading/Shipping documents must be notated with the type and location of the damages. RETAIN a copy of the documents with notes. The freight insurance will NOT cover the damages and will be for the account of the buyer/receiver/customer. We suggest taking pictures to document the damages. Scuffs and scratches are normal. Supply conditions and policies can be found here https://clarionmunicipal.com/policies.html "Inspection and Acceptance" All freight quotes are provided as a courtesy to customers to facilitate their orders. When provided, freight rates are based on good faith estimates and may be subject to change if the shipment is different from that originally advised. Any additional out of pocket expenses will be billed at cost. May not include the following as applicable; Job Site delivery, Residential Delivery, Pre-Delivery	1	\$1,450.00	\$1,450.00

ITEM NAME	DESCRIPTION	QUANTITY	PRICE	NET PRICE
	Phone Calls, Liftgates, COD, Duties & Taxes, Custom Clearance Fees, L/C costs, Legalization of Documents, Insurance, etc. You will need a loading ramp/dock/forklift/means to offload the materials/equipment once it arrives. The equipment/materials arrive on commercial carriers to ensure that we provide the very best delivery rates. Please plan ahead to avoid delays and potential charges. Should you need assistance or alternative delivery method discuss at time of placing your order. PLEASE NOTE: We will do our best to meet delivery deadlines, but delivery dates can not be guaranteed.			
SUBTOTALS				
One-time subtotal				\$14,425.00
Sales Tax				\$1,081.88 7.5% tax

Total	\$15,506.88
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The 1010 EP-DOT Series Trailer allows you to transport water safely while legally driving on state roads. Each trailer is equipped with a Honda® engine, a Banjo® pump and a DOT light kit (lights, brakes & fenders that comply with DOT standards). The 1,010 gallon DOT trailers feature the tank Pin Mount™ system. Ideal for commercial, construction, and industrial applications

Payment for all orders must be made prior to shipping unless particularly agreed to in writing. Payment may be made to One Clarion via credit card, ACH, Terms for approved accounts, check or E-check (drawn on a domestic bank only), wire transfers, or by irrevocable letter of credit drawn on a U.S. bank and subject to One Clarion sanction of the terms of the letter of credit. All payments are to be made in U.S. Dollars. Checks presented as mailed and faxed shall be authorization for One Clarion to initiate either an electronic debit or to create and process a demand draft against purchasing party's bank account, in the amount of check, on or after the hard copy is not received as promised. All fees associated are the responsibility of the Purchasing Party.

*Credit terms are available to existing approved customers only.

**We will reference your PO number but will not be subject to your terms and conditions. Should your purchase terms be different from our quote, we reserve the right to adjust the pricing accordingly.

***Buyers are responsible for sales tax as applicable by Federal, State, and Local law. If taxes are not reflected, please let us know what rate you are responsible for in order to collect at the time of purchase to avoid finance charges and having to collect after the sale.

****A 1.5% Finance Charge will be added every week if payment is more than 30 days late.

The complete list of One Clarion's Terms & Conditions apply <https://www.clarionmunicipal.com/policies.html>

Signature

Signature

Date

Printed name



ABI Attachments, Inc.
520 S Byrkit St.
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO434044
ID #: 474093 City of Neptune Beach
Quote Date: 5/21/2024

Bill To

City of Neptune Beach
904-749-0069
Neptune Beach FL 32266
United States

Ship To

City of Neptune Beach
904-749-0069
Neptune Beach FL 32266
United States

Quote Details

Expires - End Of Month Quoted
Terms -
Quoted By - Tyler Ormsby

Notes: Lead Time - 7 weeks from order date.

Quantity	Items	Weight	Price	Amount
1	WW1000DOT 1000 Gal (DOT) - ABI Water Trailer (White Tank) ABI's 1000 Gallon (DOT) Water Trailer features a purpose-built commercial-quality 6" channel iron frame, tandem 5,200 lb axles, leaf spring suspension, 6-lug axle, electric brakes, brake/tail lights, fenders, and a fully draining elliptical white poly tank. Trailer GVWR: 10,400 lbs., Unit Weight (Dry): 1,900 lbs., Unit Weight Loaded: 10,150 lbs. 36-Month Limited Commercial Warranty (12 Month Rental) Min. Vehicle Req: 3/4-Ton truck with at least a 10,200 lb. tow rating (Engine, pump, and plumbing sold separately)	1,830	\$9,954.00	\$9,954.00
1	WW1000HMPP GX160 Honda Motor (4.8 hp / 163cc) w/Poly Pump & Plumbing for 1000 Gal Trailer GX160 Honda Motor (4.8 hp / 163cc) w/Poly Pump & Plumbing for 1000 Gal Trailer	120	\$2,999.00	\$2,999.00
1	WWHA Pond Fill, Spray Hose, & Hose Rack 500/1000/1600 Trailers Water Trailer Pond Fill / Spray Hose / Hose Rack	0	\$899.00	\$899.00
1	WW1000SPRAY Rear Spray Plumbing w/3 Nozzles 500 & 1,000 Gal Trailers Water Trailer 500/1000 Gallon Spray Bar	50	\$999.00	\$999.00
1	WW500/1000DRT4 (4) Radial Tires For 500/1000 Gal Water Trailers (4) Radial Tires For 500/1000 Gal Water Trailers	0	\$999.00	\$999.00
1	WWHB Hitch - Ball Coupler (2 5/16") for 500 & 1000 Water Trailer Hitch Ball 2 5/16" Coupler for 500 & 1000 Water Trailer	15	\$149.00	\$149.00
1	DOT-TEMP-TAG 30 Day Temporary Tag for DOT Water Trailers 30 Day Temporary Tag for DOT Water Trailers		\$29.75	\$29.75
1	AMG30 AttachMatch™ Guarantee Certified Order (30 Days) This order qualifies for the ABI Attachments AttachMatch™ Guarantee! This guarantee provides the purchaser with 30-days from the date of delivery to ensure the attachments on this order match the purchaser's current and disclosed usage application, work requirements, and vehicle capabilities. If it does not match, ABI Attachments will return the products on this order and issue a full refund of the purchase price and refund any freight costs charged. The purchaser is responsible for the cost of return freight charges. The purchaser is responsible to fully disclose their current usage application(s), work requirements, and the vehicle model(s) that will be used with the attachment(s) on a particular order, at the time of ordering. ABI Attachments does not guarantee any change in usage application, work requirements, or vehicle specifications after the order has been shipped. Some limitations apply, see the documentation for details here: https://www.abiattachments.com/attachmatch-guarantee/		\$0.00	\$0.00

Subtotal	\$16,028.75
Shipping Cost	\$1,830.00
Shipping Discounts (-)	(\$400.00)
Shipping Due	\$1,430.00
Tax Total (%)	\$1,235.13
Total	\$18,693.88
	Total Savings: \$400.00

Freight Carrier: ABI

Freight Accessorials Ordered: - Flatbed with Ramps -

Customer Support: Phone Support 877-788-7253, Mon-Fri, 9am-5pm EST or ABIsupport.com for product manuals, parts, and self-help.

Return Policy: Product(s) sold with limited product warranty, standard return policy (shown here), and (when eligible) a conditional AttachMatch money-back guarantee. Review Details: <https://www.abiattachments.com/abi-company/policies/return-policy/> ABI's Standard 30-Day Return Policy: ABI will consider a refund on returns initiated within thirty (30) days of delivery of UNUSED products. ABI encourages customers to use caution when placing an order, as once shipped, the item may only be returned or exchanged if ABI expressly consents. Refunds are for the product's purchase price only; shipping and handling charges are not refundable. The customer is responsible for all shipping expenses associated with the transaction; these expenses include those incurred to deliver the product to the customer by ABI and shipping expenses incurred to return the product to ABI from the customer. If the product(s) has been used or otherwise reduced in resale value, up to a twenty-five percent (25%) restocking fee may be applied to items returned. If the customer utilized financing or otherwise has not paid ABI monies sufficient enough to cover the aforementioned expenses, the customer will be asked to pay these expenses before a return will be issued. When the purchaser receives the product(s), please keep the shipping pallet and packing material, as it will be required to return the product. Refunds are not made until all products are returned to ABI's possession. The customer shall not be responsible for damage caused by the shipping company delivering the product, provided such damage is noted on the delivery receipt at the time of delivery, or the shipment is refused. Applicable warranties cover defects in material and workmanship. ABI retains the exclusive and sole right to determine if an item is eligible for a return, exchange, or cancellation once shipped. ABI must approve in writing to obtain a return, refund, or exchange.



QO434044



ABI Attachments, Inc.
520 S Byrkit St.
Mishawaka IN 46544
United States
877-788-7253
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Quote #QO434044
ID #: 474093 City of Neptune Beach
Quote Date: 5/21/2024

Critical Delivery Responsibilities:

If your order is not a parcel being shipped via UPS or FedEx, please consider the following to avoid additional charges. **Critical Inspection Process:** Upon delivery, you will need to thoroughly inspect your purchase for any damages or shortages. ABI nor the carrier will be responsible for damages or shortages if they are not indicated on the delivery document the driver asks you to sign. **Unloading The Truck:** Most ABI equipment requires the assistance of a forklift, tractor with front-end loader, or a lift gate to offload. We have already discussed an offloading plan with you and ordered the freight accessorial listed above at your direction. If this offloading plan is not clear to you, please contact us immediately. **Terminal Or Customer Pick Up:** If selected, the carrier or ABI will contact you with additional instructions when the unit is available for pickup.

Thank you for your purchase. All payments must be received in US dollars. Payment in full before shipment is required unless otherwise approved for financing through one of our partners or approved for corporate/government terms with ABI. If state and local sales or use taxes are not included in your quote or sales order, you may still be responsible for paying taxes on this purchase. Please consult with your tax advisor or the Department of Revenue for any tax liabilities. All orders sold by ABI Attachments, Inc. Orders subject to management approval. Product(s) sold with the condition of stated limited warranties, standard return policy, and (when applicable) conditional money-back guarantee. Return Policy: abiattachments.com/policy/return/ By you placing this order, whether ABI does or does not deliver this order as expected, ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, loss of time, loss of wages, or cost of hiring services to perform tasks normally performed by this product. If sold in Alabama: Seller has collected the simplified sellers use tax on taxable transactions delivered into Alabama, and the tax will be remitted on the customer's behalf to the Alabama Department of Revenue. The seller's program account number is SSU-R010220629.



QO434044



Agenda Item #10A
Milling and Paving Portions
of Myrtle & Midway Streets
and Kings Road

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Milling and Paving Portions of Myrtle St., Midway St., and Kings Rd.
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	May 28, 2024
BACKGROUND:	The city utilized a contractor in 2022 to grade city streets on a one to five scale, with grade five in most need of paving. Streets included in this request graded as either a four or five. Staff worked with an engineering consultant and paving contractor to establish work scope. • Midway St. - Overlay of SP-9.5 asphalt mix at approximately 120 tons. Project limits are approximately 5 feet in the intersection of Cedar St. and Midway St. then north on Midway for approximately 1,550 ft. to approximately 5 ft. into the intersection of Midway St. and Lemon St. Due to the narrow conditions along Midway St. this is an overlay only. • Kings Rd. - Milling 1.5 inches of old surface and overlay of 1.5 inches of SP-9.5 asphalt at approximately 149 tons. Paving begins at the intersection of Nightfall Dr. and extends south approximately 570 ft. to approximately 5 ft. into the intersection of Seagate Ave. • Myrtle St. - Milling of 2 inches of old surface and overlay of SP-9.5 asphalt mix at approximately 80 tons. The milling and paving will start approximately 10 ft. from the 3rd St. intersection and extend east approximately 240 ft. to the intersection of 2nd St. The proposed milling and additional overlay are to alleviate ponding of stormwater at the intersection of Myrtle and 2nd St. By matching the existing elevation of paving at 2nd St., stormwater will be directed to a catch basin on 1st St. Project scope includes stop bars and stripes as noted in the contractor's quote. Staff identified an existing paving services contract between St. Johns County and Kudzue 3 Trucking, Inc. which the city attorney has reviewed and approved for piggyback. Kudzue 3 Trucking, Inc. has provided a quote of \$81,690.25 for the work described. The quote includes \$1,365.12 for paving a property owner's existing parking area to match the new elevation of the street. The property owner has signed an agreement to reimburse the city.

BUDGET:	Public Works General Fund 001-1441-541-60-63 (Improvements – Not Buildings) FY24 budget was \$210,000.00. As of May 28, 2024, the budget available is \$191,280.50. Public Works staff proposes to transfer funds to Street Improvement Fund (111-0000-335-10-20). Accounting has established a capital project to track costs of paving and construction inspection consulting.
RECOMMENDATION:	Award to Kudzue 3 Trucking, Inc. in the amount of \$81,690.25.
ATTACHMENT:	• Project quote • St. John's County contract documents including notice of award to Kudzue 3 Trucking, Inc., signed contract and unit price list

KUDZUE 3

Trucking & Paving

P.O. Box 1799
Yulee, FL 32041

Office (904) 388-7838
Fax (912) 576-3314



PROJECT COST ESTIMATE

<u>To:</u>	City of Neptune Beach 116 First Street Neptune Beach, Florida 3226	<u>Project:</u>	City Of Neptune		
<u>Attn:</u>	Ryan Shaneyfelt	<u>Location:</u>	Kings Road, Myrtle Street, and Midway Street - Neptune Beach		
<u>Phone:</u>	904-270-2423				
<u>Cell:</u>	904-749-0069	<u>Date:</u>	Monday, April 29, 2024		
<u>Email:</u>	rshaneyfelt@nbfl.us	<u>Revision:</u>	3	<u>Date:</u>	5/22/2024
<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Subtotal</u>	
		<u><i>Kings Road from Nightfall Dr. to Seagate Ave.</i></u>			
1,500	SY	1.5" Mill	\$4.01	\$	6,015.00
149	TON	1.5" SP 9.5 Overlay	\$178.25	\$	26,559.25
2	EA	Stop Bar (Paint)	\$104.25	\$	208.50
2	EA	Stop Bar (Thermoplastic)	\$316.25	\$	632.50
1	EA	MOT	\$3,000.00	\$	3,000.00
		<i>Subtotal</i>		\$	36,415.25
		<u><i>Myrtle Street from DOT ROW to 2nd Street</i></u>			
600	SY	2" Mill	\$5.28	\$	3,168.00
80	TON	2" SP 9.5 Overlay	\$177.35	\$	14,188.00
50	LF	6" Double Solid Yellow Paint	\$1.50	\$	75.00
2	EA	Stop Bar (Paint)	\$104.25	\$	208.50
2	EA	Stop Bar (Thermoplastic)	\$316.25	\$	632.50
50	LF	6" Solid Yellow Thermoplastic	\$3.57	\$	178.50
		<i>Subtotal</i>		\$	18,450.50
			<i>TOTAL AMOUNT:</i>		

This Estimate is subject to the following **TERMS AND CONDITIONS:**

QUANTITIES: The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.

INCLUDES: One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.

EXCLUDES: 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

IMPORTANT: Kudzue 3 is not responsible for failure of final products due to yielding, uneven base compaction, or irregularities in the base exceeding 1/4". No guarantee of drainage can be given for a rate of fall less than 2% slope. Acceptance of the prepared base following inspection by Kudzue 3 foreman is required prior to installation. Mobilization to a jobsite on which the base is rejected may require additional mobilization fees to return after correction. Proposed work will be performed according to industry standards and to the specifications quoted in this estimate.

PRICING: Prices shown represent estimated pricing for the periods indicated. Contracts not fully executed may be revoked after a period of thirty (30) days from the indicated date of this cost estimate.

FINANCE CHARGES / INTEREST: Customer will receive an invoice for the work performed. Customer must pay the entire amount within thirty (30) days from invoice date. If the balance is not paid within sixty (60) days from the invoice date interest will accrue on that unpaid amount at the highest rate allowable by law.

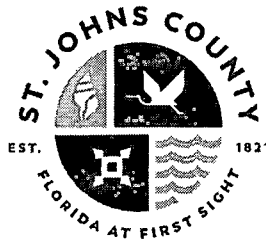
ATTORNEY'S FEES: If Kudzue 3 Trucking & Paving employs an attorney to enforce any provision of Customer's contract or invoice, to defend any action brought by the Customer, its agents, or employees against Kudzue 3 Trucking & Paving, or to collect any payment due to Kudzue 3 Trucking & Paving from Customer, whether or not suit is instituted. Kudzue 3 Trucking & Paving will be entitled to recover from Customer all costs and expenses incurred, including a reasonable attorney's fee.

PERSONAL GUARANTY: The person signing this Terms and Conditions page on behalf of the Customer, personally and individually, guarantees the full and prompt performance of the Customer and the payment of all sums due to Kudzue 3 Trucking & Paving. The term "Customer" (as used in these *Terms and Conditions*) will include the guarantor and any other party to this Contract or invoice; all waivers are equally applicable to those persons.

ACKNOWLEDGEMENT: By signing and delivering this document, you expressly acknowledge and agree that you have read, understood, and accept the terms and conditions as stated. No work will be scheduled without this agreement being executed and on file at Kudzue 3's home office.

Print Name and Title: _____

Signature: _____ **Date:** _____



NOTICE OF AWARD

December 6, 2023

Kudzue 3 Trucking, Inc.
P.O. Box 1799
Yulee, FL 32041
Attn: Thomas "Randy" Maloy, President

BID NO: 24-01; Countywide Pavement Maintenance and Rehabilitation Services - Master Contract 23-MCC-KUD-19033

St. Johns County hereby issues this Notice of Award to Kudzue 3 Trucking, Inc. as a responsive, responsible Bidder to provide the services specified under Bid No: 24-01. The final, approved Contract is attached to this notice for an authorized representative of Kudzue 3 Trucking, Inc. to sign and return in accordance with the following instructions:

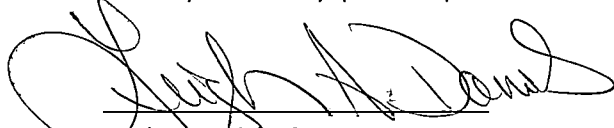
Attached, via email, is an electronic copy of the Contract and an Acceptance of this Notice of Award. Please sign, date, seal (if applicable) and return all of the following **within ten (10) consecutive calendar days of receipt** of this Notice:

1. The Contract signed by an authorized representative. Contract may be printed, signed, scanned and emailed or mailed via USPS, or may be digitally signed (using a secure electronic signature platform such as DocuSign or HelloSign) and returned via email to the contact identified below. If the authorized representative is not a Principal of the firm, or a Delegation of Authority Letter has not been provided, then one must be provided with the signed copy of the Agreement. **Please date only the signature page of the Contract.**
2. The Acceptance of the Notice of Award (2nd page of this notice), signed by an authorized representative.
3. All applicable Certificates of Insurance as stated in Article XII of the Contract.

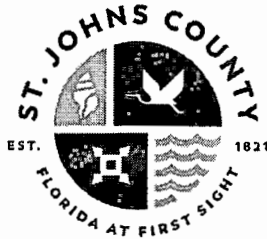
NOTE: In accordance with the Bid Documents, failure to return the required contract documents within the time shown above shall be grounds for cancellation of this Award.

All Documents must be returned to Diana M. Fye, BAS, NIGP-CPP, CPPB, Senior Procurement Coordinator, via email to dfye@sjcfl.us. Upon signature by the County, a fully executed copy of the Contract will be returned to your firm.

Should you have any questions please don't hesitate to call Diana M. Fye at 904-209-0162.


Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
ldaniels@sjcfl.us

Date: 12/16/23



**BID NO: 24-01; Countywide Pavement Maintenance and Rehabilitation Services
Master Contract No: 23-MCC-KUD-19033]**

ACCEPTANCE OF NOTICE OF AWARD

The undersigned hereby acknowledges receipt of the Notice of Award and associated Contract Documents and certifies the intent of the awarded Bidder to perform the required services in accordance with the Contract Documents, St. Johns County Policy, as well as applicable rules, regulations and laws.

Kudzue 3 Trucking, Inc. this _____ day of _____, 2023.

By: **X** _____
Signature of Authorized Representative

Name: _____
(Please Type or Print)

Title: _____
(Please Type or Print)



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 23-MCC-KUD-19033

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This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2023 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **KUDZUE 3 TRUCKING, INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 16500 Oakhill Road, Hilliard, FL 32046 with mailing address: P.O. Box 1799, Yulee, FL 32046, Phone: (904) 388-7838, and E-mail: lynn@kudzue3.com, for **BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders to Task Orders
- b) Field Orders signed by County’s Project Manager
- c) Notice to Proceed
- d) Bonds furnished by the Contractor
- e) Fully Executed Task Order
- f) Fully Executed Change Orders and Amendments to this Agreement
- g) This Master Construction Agreement
- h) Exhibit A – Map of Work Zones
- i) Exhibit B – Specifications
- j) Exhibit C – Basis of Compensation
- k) Exhibit D – Contractor’s Unit Pricing
- l) Insurance furnished by Contractor
- m) Bid Documents and Bid Forms with all addenda thereto for Bid No. 24-01

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a

continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in each Task Order executed by the County, as may be amended by Change Order.

1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.2.20 Task Order: A separate written order to Contractor executed by the County, issued after execution of this Contract,

authorizing Contractor to commence construction Work. Task Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The Countywide Pavement Maintenance and Rehabilitation Services is a multi-year Task Order based agreement requiring the Contractor to provide any and all labor, materials, equipment, and other items required in order to provide pavement/asphalt maintenance and rehabilitation services and striping/pavement marking on an as-needed basis for various roadways throughout St. Johns County, as needs are identified and funding is available. The services include but may not be limited to milling, resurfacing, pavement preservation (asphalt rejuvenation), full depth reclamation, cold in-place recycling, micro-surfacing, crack sealing, and paint and thermoplastic striping/pavement markings, and all other requirements specified in the Contract Documents.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in

accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity

provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Period

3.1.1 The Contract shall become effective upon signature by both Parties, and shall remain in effect through and until September 30, 2028 ("Contract Term"). The Contract Term, unless otherwise terminated, shall continue in full force and effect through and until September, 2028. This Contract may only be extended, by written amendment, signed by both Parties.

3.1.2 Contract Extension. The County may, in its sole discretion, unilaterally exercise an option to extend this Contract, as necessary, to complete any ongoing projects, or if it is determined to be in the best interest of the County to do so. Any such Contract extension shall be contingent upon satisfactory performance by the Contractor and the County's availability of funding. Subject to Article VIII below, Contractor shall not increase its pricing during any such Contract extension. This Contract may otherwise only be modified upon mutual execution of an Amendment.

3.1.3 Task Order Schedule. Contractor shall commence the Work and substantially complete all Work as described in each individual Task Order. Final Completion shall be reached by or before the number of consecutive calendar days after the Substantial Completion date identified in each individual Task Order.

3.1.4 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information,

Contractor's schedule for completing the Task Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Task Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work under a Task Order is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Task Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the

Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by the dates identified in the applicable Task Order, the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due, the per day sum set forth in such Task Order (if any), for each and every calendar day of unexcused delay. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to the Task Order or this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

This is an indefinite-quantity Contract for construction services. The County makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Task Order issued by the County. The cumulative maximum amount authorized through Task Orders issued to all awarded Contractors each fiscal year shall not exceed the annual budgeted amount, without prior written authorization by the Board of County Commissioners.

Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or

Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as

conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price

will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form

and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract

Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall

compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or “default”). In the event of Contractor’s default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor’s right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor’s facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager’s additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor’s default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence

all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death),

property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 ☐ Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 ☐ Builders Risk.

a. Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion,

disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Compliance with Florida Statute 287.138

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.21 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Kudzue 3 Trucking, Inc.
P.O. Box 1799
Yulee, FL 32041
Attn: Thomas "Randy" Maloy, President
Lynn Boatwright, Office Manager
Email Address: lynn@kudzue3.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

Contractor:

Kudzue 3 Trucking, Inc. (Seal)
(Typed Name)

By: Rab mar
(Signature of Authorized Representative)

Bandy Maloy
(Printed Name)

President
(Title)

12/6/2023
(Date of Execution)

FORM 1

Task Order No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20

Contractor _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Task Order No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this __ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

**BID NO: 21-04; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES
MASTER CONTRACT #23-MCC-KUD-19033**

**EXHIBIT "D"
UNIT PRICE LIST**

CATEGORY "A" - MILLING					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
A-1	Milling - 1"	0 - 1,000	Sq. Yd.	\$ 4.25	\$ 4.25
	Milling - 1"	1,001 - 5,000	Sq. Yd.	\$ 4.25	\$ 4.25
	Milling - 1"	5,001 - 25,000	Sq. Yd.	\$ 3.12	\$ 3.12
	Milling - 1"	25,001 - 50,000	Sq. Yd.	\$ 3.10	\$ 3.10
	Milling - 1"	Over 50,000	Sq. Yd.	\$ 3.10	\$ 3.10
A-2	Milling - 1.5"	0 - 1,000	Sq. Yd.	\$ 4.01	\$ 4.01
	Milling - 1.5"	1,001 - 5,000	Sq. Yd.	\$ 4.01	\$ 4.01
	Milling - 1.5"	5,001 - 25,000	Sq. Yd.	\$ 3.92	\$ 3.92
	Milling - 1.5"	25,001 - 50,000	Sq. Yd.	\$ 3.47	\$ 3.47
	Milling - 1.5"	Over 50,000	Sq. Yd.	\$ 2.93	\$ 2.93
A-3	Milling - 2"	0 - 1,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 2"	1,001 - 5,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 2"	5,001 - 25,000	Sq. Yd.	\$ 4.86	\$ 4.86
	Milling - 2"	25,001 - 50,000	Sq. Yd.	\$ 4.86	\$ 4.86
	Milling - 2"	Over 50,000	Sq. Yd.	\$ 4.86	\$ 4.86
A-4	Milling - 2.5"	0 - 1,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 2.5"	1,001 - 5,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 2.5"	5,001 - 25,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 2.5"	25,001 - 50,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 2.5"	Over 50,000	Sq. Yd.	\$ 4.19	\$ 4.19
A-5	Milling - 3"	0 - 1,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 3"	1,001 - 5,000	Sq. Yd.	\$ 4.27	\$ 4.27
	Milling - 3"	5,001 - 25,000	Sq. Yd.	\$ 4.64	\$ 4.64
	Milling - 3"	25,001 - 50,000	Sq. Yd.	\$ 4.64	\$ 4.64
	Milling - 3"	Over 50,000	Sq. Yd.	\$ 4.64	\$ 4.64
A-6	Milling - 3.5"	0 - 1,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 3.5"	1,001 - 5,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 3.5"	5,001 - 25,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 3.5"	25,001 - 50,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 3.5"	Over 50,000	Sq. Yd.	\$ 4.90	\$ 4.90

A-7	Milling - 4"	0 - 1,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	1,001 - 5,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	5,001 - 25,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	25,001 - 50,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	Over 50,000	Sq. Yd.	\$ 6.90	\$ 6.90
A-8	Milling - 5"	0 - 1,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	1,001 - 5,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	5,001 - 25,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	25,001 - 50,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	Over 50,000	Sq. Yd.	\$ 7.90	\$ 7.90
A-9	Milling - 6"	0 - 1,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	1,001 - 5,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	5,001 - 25,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	25,001 - 50,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	Over 50,000	Sq. Yd.	\$ 8.90	\$ 8.90
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 0 - 1,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 1,001 - 5,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 5,001 - 25,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 25,000 - 50,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - Over 50,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
B-1	9.5 S.P. Asphalt:	1 - 100	Ton	\$ 177.35	\$ 177.35
	9.5 S.P. Asphalt:	101 - 1,000	Ton	\$ 178.25	\$ 178.25
	9.5 S.P. Asphalt:	1,001 - 5,000	Ton	\$ 163.75	\$ 163.75
	9.5 S.P. Asphalt:	5,001 - 10,000	Ton	\$ 162.17	\$ 162.17
	9.5 S.P. Asphalt:	Over 10,000	Ton	\$ 162.17	\$ 162.17
B-2	12.5 S.P. Asphalt:	1 - 100	Ton	\$ 151.68	\$ 151.68
	12.5 S.P. Asphalt:	101 - 1,000	Ton	\$ 151.68	\$ 151.68
	12.5 S.P. Asphalt:	1,001 - 5,000	Ton	\$ 150.57	\$ 150.57
	12.5 S.P. Asphalt:	5,001 - 10,000	Ton	\$ 161.57	\$ 161.57
	12.5 S.P. Asphalt:	Over 10,000	Ton	\$ 131.16	\$ 131.16
B-3	19.0 S.P. Asphalt:	1 - 100	Ton	\$ 127.34	\$ 127.34

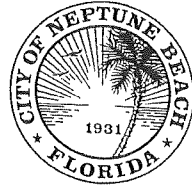
	19.0 S.P. Asphalt:	101 - 1,000	Ton	\$ 127.48	\$ 127.48
	19.0 S.P. Asphalt:	1,001 - 5,000	Ton	\$ 127.34	\$ 127.34
	19.0 S.P. Asphalt:	5,001 - 10,000	Ton	\$ 135.16	\$ 135.16
	19.0 S.P. Asphalt:	Over 10,000	Ton	\$ 135.16	\$ 135.16
B-4	9.5 F.C. Asphalt	1 - 100	Ton	\$ 184.80	\$ 184.80
	9.5 F.C. Asphalt	101 - 1,000	Ton	\$ 185.28	\$ 185.28
	9.5 F.C. Asphalt	1,001 - 5,000	Ton	\$ 184.17	\$ 184.17
	9.5 F.C. Asphalt	5,001 - 10,000	Ton	\$ 184.17	\$ 184.17
	9.5 F.C. Asphalt	Over 10,000	Ton	\$ 184.17	\$ 184.17
B-5	12.5 F.C. Asphalt:	1 - 100	Ton	\$ 183.57	\$ 183.57
	12.5 F.C. Asphalt:	101 - 1,000	Ton	\$ 183.57	\$ 183.57
	12.5 F.C. Asphalt:	1,001 - 5,000	Ton	\$ 181.59	\$ 181.59
	12.5 F.C. Asphalt:	5,001 - 10,000	Ton	\$ 181.08	\$ 181.08
	12.5 F.C. Asphalt:	Over 10,000	Ton	\$ 181.08	\$ 181.08
CATEGORY "I" - TRAFFIC LOOP REPLACEMENT					
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
			Unit Price	Unit Price	
I-1	Traffic Loop Replacement - Type B (FDOT Item #660-2-102)	Each	\$ 690.00	\$ 690.00	
I-2	Traffic Loop Replacement - Type F (FDOT Item #660-2-106)	Each	\$ 1,380.00	\$ 1,380.00	
I-3	Traffic Loop Replacement - Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$ 1,150.00	\$ 1,150.00	
CATEGORY "K" - VARIABLE MESSAGE BOARDS					
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
			Unit Price	Unit Price	
K-1	Variable Message Board	Per Board Per Day	\$ 25.88	\$ 28.88	
CATEGORY "L" - STRIPING / PAVEMENT MARKINGS					
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
			Unit Price	Unit Price	
L-1	STRIPING: WHITE - SOLID				
	White Solid - 4" Painted	NM	\$ 1,437.50	\$ 1,437.50	
	White Solid - 6" Painted	NM	\$ 1,552.50	\$ 1,552.50	
	White Solid - 8" Painted	LF	\$ 0.40	\$ 0.40	
	White Solid - 12" Painted	LF	\$ 1.44	\$ 1.44	

	White Solid - 18" Painted	LF	\$ 1.73	\$ 1.73
	White Solid - 24" Painted	LF	\$ 2.01	\$ 2.01
	White Solid - 4" Thermoplastic	NM	\$ 4,312.50	\$ 4,312.50
	White Solid - 6" Thermoplastic	NM	\$ 4,830.00	\$ 4,830.00
	White Solid - 8" Thermoplastic	LF	\$ 3.16	\$ 3.16
	White Solid - 12" Thermoplastic	LF	\$ 4.60	\$ 4.60
	White Solid - 18" Thermoplastic	LF	\$ 5.18	\$ 5.18
	White Solid - 24" Thermoplastic	LF	\$ 6.90	\$ 6.90
L-2	STRIPING: WHITE - SKIP			
	White Skip - 4" Painted	LF	\$ 632.50	\$ 632.50
	White Skip - 6" Painted	LF	\$ 747.50	\$ 747.50
	White Skip - 4" Thermoplastic	LF	\$ 2,587.50	\$ 2,587.50
	White Skip - 6" Thermoplastic	LF	\$ 2,875.00	\$ 2,875.00
L-3	STRIPING: YELLOW - SOLID			
	Yellow Solid - 4" Painted	NM	\$ 1,437.50	\$ 1,437.50
	Yellow Solid - 6" Painted	NM	\$ 1,552.50	\$ 1,552.50
	Yellow Solid - 8" Painted	LF	\$ 0.40	\$ 0.40
	Yellow Solid - 12" Painted	LF	\$ 1.44	\$ 1.44
	Yellow Solid - 18" Painted	LF	\$ 1.73	\$ 1.73
	Yellow Solid - 4" Thermoplastic	NM	\$ 4,312.50	\$ 4,312.50
	Yellow Solid - 6" Thermoplastic	NM	\$ 4,830.00	\$ 4,830.00
	Yellow Solid - 8" Thermoplastic	LF	\$ 3.16	\$ 3.16
	Yellow Solid - 12" Thermoplastic	LF	\$ 4.60	\$ 4.60
	Yellow Solid - 18" Thermoplastic	LF	\$ 5.18	\$ 5.18
L-4	STRIPING: YELLOW - SKIP			
	Yellow Skip - 4" Paint	GM	\$ 632.50	\$ 632.50
	Yellow Skip - 6" Paint	GM	\$ 747.50	\$ 747.50
	Yellow Skip - 4" Thermoplastic	GM	\$ 2,587.50	\$ 2,587.50
	Yellow Skip - 6" Thermoplastic	GM	\$ 2,875.00	\$ 2,875.00
L-5	STRIPING: YELLOW DOUBLE			
	Yellow Double - 4" Painted	NM	\$ 2,875.00	\$ 2,875.00
	Yellow Double - 6" Painted	NM	\$ 3,450.00	\$ 3,450.00
	Yellow Double - 4" Thermoplastic	NM	\$ 8,625.00	\$ 8,625.00
	Yellow Double - 6" Thermoplastic	NM	\$ 9,660.00	\$ 9,660.00
L-6	AUDIBLE & VIBRATORY PAVEMENT MARKINGS			
	Yellow Skip - 6" Thermoplastic	GM	\$ 4,140.00	\$ 4,140.00
	White Solid - 4" Thermoplastic	NM	\$ 7,475.00	\$ 7,475.00
	White Solid - 6" Thermoplastic	NM	\$ 8,280.00	\$ 8,280.00
L-7	PAVEMENT MARKINGS	Each		

	AHEAD - Painted	Each	\$ 97.75	\$ 97.75
	BIKE - Painted	Each	\$ 97.75	\$ 97.75
	BIKE ARROW - Painted	Each	\$ 86.25	\$ 86.25
	GOLF CROSSING - Painted	Each	\$ 230.00	\$ 230.00
	MERGE - Painted	Each	\$ 86.25	\$ 86.25
	ONLY - Painted	Each	\$ 86.25	\$ 86.25
	R/R - Painted	Each	\$ 138.00	\$ 138.00
	SCHOOL - Painted	Each	\$ 138.00	\$ 138.00
	STOP - Painted	Each	\$ 86.25	\$ 86.25
	THROUGH LANE USE ARROW - Painted	Each	\$ 86.25	\$ 86.25
	TURN AND THROUGH LANE TURN ARROW - Painted	Each	\$ 143.75	\$ 143.75
	TURN LANE USE ARROW - Painted	Each	\$ 40.25	\$ 40.25
	YIELD TRIANGLES - Painted	Each	\$ 17.25	\$ 17.25
	AHEAD - Thermoplastic	Each	\$ 230.00	\$ 230.00
	BIKE - Thermoplastic	Each	\$ 230.00	\$ 230.00
	BIKE ARROW - Thermoplastic	Each	\$ 172.50	\$ 172.50
	GOLF CROSSING - Thermoplastic	Each	\$ 402.50	\$ 402.50
	MERGE - Thermoplastic	Each	\$ 230.00	\$ 230.00
	ONLY - Thermoplastic	Each	\$ 230.00	\$ 230.00
	R/R - Thermoplastic	Each	\$ 287.50	\$ 287.50
	SCHOOL - Thermoplastic	Each	\$ 287.50	\$ 287.50
	STOP - Thermoplastic	Each	\$ 230.00	\$ 230.00
	THROUGH LANE USE ARROW - Thermoplastic	Each	\$ 143.75	\$ 143.75
	TURN AND THROUGH LANE TURN ARROW – Thermoplastic	Each	\$ 97.75	\$ 97.75
	TURN LANE USE ARROW - Thermoplastic	Each	\$ 97.75	\$ 97.75
	YIELD TRIANGLES - Thermoplastic	Each	\$ 40.25	\$ 40.25
L-8	REFLECTIVE PAVEMENT MARKERS			
	Bi-Directional, Amber	Each	\$ 5.18	\$ 5.18
	Mono-Directional Colorless	Each	\$ 5.18	\$ 5.18
	Bi-Directional, White/Red	Each	\$ 5.18	\$ 5.18
L-9	MISCELLANEOUS			
	Manhole Adjustment	Each	\$ 1,000.00	\$ 1,000.00
	Manhole Valve Adjustment	Each	\$ 850.00	\$ 850.00
	Mailbox Relocation	Each	\$ 50.00	\$ 50.00
	Removal of Existing Marking	SF	\$ 4.60	\$ 4.60
	Preform Thermoplastic 12"	LF	\$ 9.78	\$ 9.78
	Preform Thermoplastic 24"	LF	\$ 17.25	\$ 17.25
	Off-Duty Law Enforcement Officer	HR	\$ 85.00	\$ 85.00

CATEGORY "P" - TASK ORDER PERFORMANCE AND PAYMENT BOND			
Item #	Item Description	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
		Unit Price	Unit Price
P-1	Task Order Performance and Payment Bond Cost Not to Exceed 2% of Task Order (For Project Task Orders Costing \$100,000.00 and greater.)	2%	2%

City of
Neptune Beach



Date: 14 May 2024

I Renee Faure am understanding and agreeing to reimburse The City of Neptune Beach in the amount of \$1,365.12 for paving and resurfacing of the stamped concrete parking pad located in the Right of Way on Myrtle Street. The parking pad is located to the North of 600 Second Street, Neptune Beach, Florida 32266 along Myrtle Street located in the CONB Right of Way. I do understand this will be an asphalt finish and will appear as the road surface. I do understand the stamped concrete will be covered in its entirety. I do understand The City of Neptune Beach and its contractors will be completing this work and will need access to the parking pad for the duration of construction. I do understand failure to make payment could result in legal action. I R Faure am the owner of the property located at 600 Second Street, Neptune Beach, Florida 32266 and am authorized to sign this form. I also understand that I am responsible to and do indemnify and hold harmless the City of Neptune Beach for placing of improvements in the right of way pursuant to Section 18-4 of the City's Code of Ordinances.

Signature of Homeowner

Signature of CONB Representative

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

KUDZUE 3

Trucking & Paving

P.O. Box 1799
Yulee, FL 32041

Office (904) 388-7838
Fax (912) 576-3314



PROJECT COST ESTIMATE

To:	City of Neptune Beach 116 First Street Neptune Beach, Florida 32266		Project:	City of Neptune Beach SJC Contract Rider	
Attn:	Ryan Shaneyfelt		Location:	Myrtle Street Driveway overlay Neptune Beach	
Phone:	(904) 270-2423		Date:	Monday, April 29, 2024	
Cell:	(904) 749-0069		Revision:		
Email:	rshaneyfelt@nbfl.us		Date:		
Quantity	Unit	Description	Unit Price	Subtotal	
9	ton	<u>Myrtle Street Driveway Concrete Overlay</u> 2" +/- SP 12.5 Overlay	\$151.68	\$ 1,365.12	
		<i>subtotal</i>		\$ 1,365.12	
			TOTAL AMOUNT:	\$ 1,365.12	

This Estimate is subject to the following **TERMS AND CONDITIONS:**

QUANTITIES: The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.

INCLUDES: One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.

EXCLUDES: 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

IMPORTANT: Kudzue 3 is not responsible for failure of final products due to yielding, uneven base compaction, or irregularities in the base exceeding 1/4". No guarantee of drainage can be given for a rate of fall less than 2% slope. Acceptance of the prepared base following inspection by Kudzue 3 foreman is required prior to installation. Mobilization to a jobsite on which the base is rejected may require additional mobilization fees to return after correction. Proposed work will be performed according to industry standards and to the specifications quoted in this estimate.

PRICING: Prices shown represent estimated pricing for the periods indicated. Contracts not fully executed may be revoked after a period of thirty (30) days from the indicated date of this cost estimate.

FINANCE CHARGES / INTEREST: Customer will receive an invoice for the work performed. Customer must pay the entire amount within thirty (30) days from invoice date. If the balance is not paid within sixty (60) days from the invoice date interest will accrue on that unpaid amount at the highest rate allowable by law.

ATTORNEY'S FEES: If Kudzue 3 Trucking & Paving employs an attorney to enforce any provision of Customer's contract or invoice, to defend any action brought by the Customer, its agents, or employees against Kudzue 3 Trucking & Paving, or to collect any payment due to Kudzue 3 Trucking & Paving from Customer, whether or not suit is instituted. Kudzue 3 Trucking & Paving will be entitled to recover from Customer all costs and expenses incurred, including a reasonable attorney's fee.

PERSONAL GUARANTY: The person signing this Terms and Conditions page on behalf of the Customer, personally and individually, guarantees the full and prompt performance of the Customer and the payment of all sums due to Kudzue 3 Trucking & Paving. The term "Customer" (as used in these *Terms and Conditions*) will include the guarantor and any other party to this Contract or invoice; all waivers are equally applicable to those persons.

ACKNOWLEDGEMENT: By signing and delivering this document, you expressly acknowledge and agree that you have read, understood, and accept the terms and conditions as stated. No work will be scheduled without this agreement being executed and on file at Kudzue 3's home office.

Print Name and Title: _____

Signature: _____ Date: _____

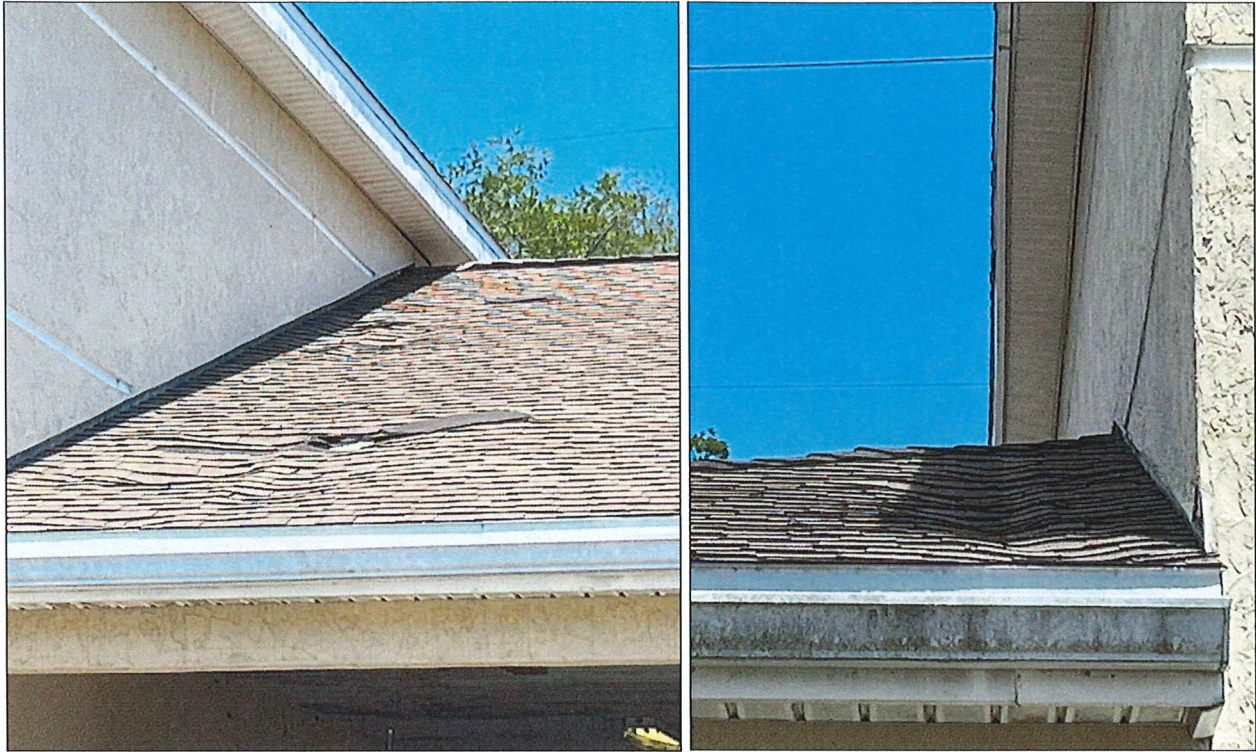


Agenda Item #10B **Public Works Yard Roofs**

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Engineering Support Services for Public Works Yard Roofs Project
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	May 28, 2024
BACKGROUND:	Roofs at the Public Works yard require replacement and in some cases repair to decks will be necessary as shown in the attached pictures. Soffits and gutters are also in various states of disrepair. Roofs are approximately 20 years old, with some previous patching noted. Buildings included in the project are administration, water and stormwater, wastewater operations, animal control and a few smaller buildings including storage, plant electrical, plant controls and generator. Total square footage of all buildings is approximately 27,000. Staff do not have the expertise to develop bid specifications for roof materials and deck repairs, nor for the construction inspection phase. One of CONB's continuing services engineers, Kimley-Horn, provided a scope and fee proposal for these services. In addition to the roof and related portion of the project, Kimley-Horn was asked to include a life-cycle evaluation of solar and battery storage, including the impact on roof specifications and cost. Any subsequent solar power system project would be under separate scope. Bids will be solicited for both asphalt shingle and metal roof options. Staff received budgetary estimates of \$225,000 for asphalt shingle and \$400,000 for metal. For these estimates two sheets of decking per building were assumed, and soffits and gutters were not included. The Kimley-Horn proposal includes: • Lump Sum \$50,600 – Project Management, Field Investigation/Data/As-Built Review, Construction Scope Development, Evaluation of Solar/Battery, Development of Bid Documents, Bid Phase Support • Time and Material Not to Exceed \$35,000 – Construction phase services including site visits, change orders, shop drawings, recommendations for payment, etc.
BUDGET:	Public Works General Fund 001-1441-541-60-62 Building Improvements FY24 Budget was \$800,000.00. As of May 28, Budget Remaining is \$695,333.79.
RECOMMENDATION:	Approve scope and fee proposal from Kimley-Horn in the amount of \$85,600.00.
ATTACHMENT:	• Kimley-Horn scope and fee proposal • Pictures of facility and roof conditions at Public Works yard

Roof damage caused by un-guttered water



Typical soffit damage



Hole in deck covered by plywood; deck sagging between rafters



Previous shingle repair

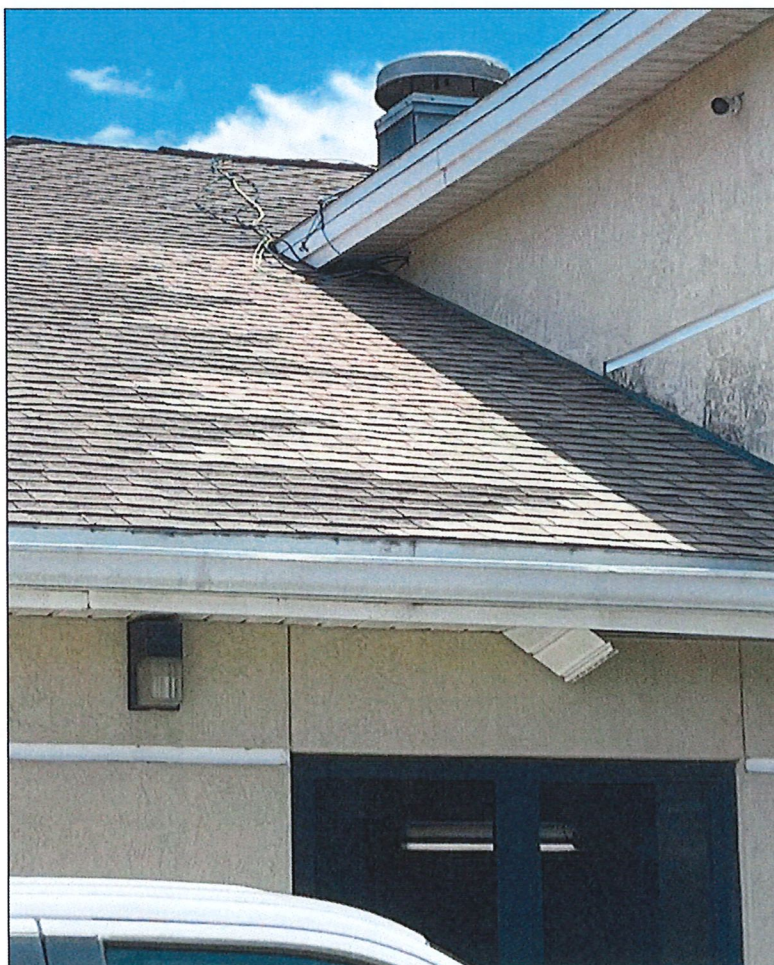


EXHIBIT A
SCOPE OF WORK
CITY OF NEPTUNE BEACH
Supplemental Agreement No. 2
PUBLIC WORKS ROOFS
SCOPE OF SERVICES
May 10, 2024

BACKGROUND

The City operates and maintains multiple facilities at their Public Works yard including an Administration building, Water and Stormwater Building, Wastewater Operations building, Dog Pound building, and a few smaller storage buildings. The City would like a bid package prepared to replace all of the facility roofs and make roof related repairs and modifications. The City requested that the bid package be set up with some bid alternates such as roofing material as well as the work for some of the less critical buildings.

The following is the scope of services to be provided under this authorization for data gathering and as-built review; construction scope of work development with technical specifications; evaluation of solar power generation and battery installation for public works buildings; development of bid documents; bid phase support services; and support services during construction.

The list of tasks to be performed under this scope of services includes:

- | | |
|-----------------|--|
| Task 1.0 | Project Management and Quality Control – This task will occur throughout the duration of the project and consist of project management, quality assurance and quality control (QA/QC) and coordination. |
| Task 2.0 | Field Investigations, Data Gathering, and As-Built Review – This task will involve a field visit by a structural engineer and architect, collection of information through discussions with City staff, review of as-built information relevant to the project, and a review of other related information for the project. |
| Task 3.0 | Construction Scope Development – This task will involve the preparation of technical documents to describe the requirements in the construction scope of work for this project. The scope of work will include technical documents for the repair of roofs at the City's Public Works yard as noted in the details of the tasks below. |
| Task 4.0 | Evaluation of Solar Power System Installation – This task includes an evaluation of the costs for installation of three (3) estimated solar electric power generation systems for the Administration, Water and Stormwater, and Wastewater Operations buildings at the Public Works yard as compared the cost of purchasing electricity from the local utility. |

- Task 5.0** **Development of Bid Documents** – This task includes the preparation of the construction documents for the use by the City to assemble, advertise, and award a roofing contract. Any subsequent solar power system project would be under separate scope.
- Task 6.0** **Bid Phase Support Services** – This task includes services to support the City during the bid phase of project.
- Task 7.0** **Limited Construction Phase Services** – This task includes services associated with the construction phase of the project.

SCOPE OF SERVICES

Kimley-Horn will perform the following task services:

TASK 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

Kimley-Horn will provide project management, quality assurance and quality control (QA/QC) and coordination throughout the scope of this project. Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with Kimley-Horn standards and the City's expectations. Kimley-Horn will coordinate with the Client, their consultants, and our subconsultants during this phase of the project. The extent of our project coordination under this Task will be to provide the necessary, but limited exchange of information to the Client and subconsultants sufficient to perform our field work, analysis, design, and construction support responsibilities for this project.

Kimley-Horn will prepare for and participate in virtual or in person meetings as described in the scope of services. This includes preparation of agendas and distribution of meeting notes.

1.1 Project Progress Meetings

Kimley-Horn will coordinate and attend up to 2~ one (1)-hour progress meetings. The purpose of these meetings is to efficiently communicate progress and solicit input and feedback from City during the development of this Task. Meetings will be held virtually. Kimley-Horn will provide meeting notes via email in pdf format after each meeting.

Task 1.0 Deliverables:

1. Progress meeting notes in pdf format via email.

TASK 2.0 FIELD INVESTIGATIONS, DATA GATHERING, AND AS-BUILT REVIEW

Kimley-Horn and our architectural subconsultant will coordinate with the City to visit the Public Works yard and review information related to this project as noted below.

2.1 Field Investigations

Kimley-Horn and our architectural subconsultant will make one (1) field visit to the City's Public Works yard to review the existing condition of the roofs, soffits, and gutters of the following buildings:

- a) Administration
- b) Water and Stormwater
- c) Wastewater Operations
- d) Dog Pound
- e) Three (3) small storage buildings

2.2 Data Gathering and As-Built Review

Kimley-Horn will coordinate with the City to gather information from them and their files related to this project. Kimley-Horn understands that the City has building as-built information, similar bid documents for the City Hall roof construction project. Kimley-Horn and our architectural subconsultant will review the data and as-built information gathered for this project to become familiar with the roofs at the Public Works yard. This information will be used in the development of the construction scope of work in Task 3.0.

Task 2.0 Deliverables

1. Notes and pictures taken during the site visit will be provided in pdf format.
2. A list of documents gathered and reviewed for this project will be provided in pdf format.

Task 3.0 CONSTRUCTION SCOPE DEVELOPMENT

Kimley-Horn will prepare written requirements, sketches, and technical specifications to develop a construction scope of work for the repair and/or replacement of roofing, soffits, and guttering for the following buildings at the City's Public Works yard:

- a) Administration
- b) Water and Stormwater
- c) Wastewater Operations
- d) Dog Pound
- e) Three (3) small storage buildings

Kimley-Horn will coordinate with the City to identify which portions of the construction scope of work the City would like to designate as the base scope of work and as alternate scope of work items.

Task 4.0 EVALUATION OF SOLAR POWER SYSTEM INSTALLATION

Kimley-Horn will estimate the power demand on a general square foot basis for the Administration, Water and Stormwater, and Wastewater Operations buildings at the Public Works yard. Kimley-Horn will evaluate an available solar power generation system in the marketplace to provide information to the City regarding the cost of installation with battery storage systems as compared to the potential electric utility costs saved. Kimley-Horn understands that the City will provide historical electric meter data for the Administration, Water and Stormwater, and Wastewater Operations buildings at the Public Works yard.

Task 4.0 Deliverables

1. A summary of the estimated power demand for the Administration, Water and Stormwater, and Wastewater Operations buildings at the Public Works yard.
2. A summary of the estimated installation cost for a solar power system for the three (3) buildings identified above. Battery system costs will be included and identified in separate line items.
3. A summary of the comparison of the cost for installation and operation & maintenance (O&M) costs for a solar power system for each of the three (3) buildings to the potential electric utility costs saved. Battery system costs will be included and identified in separate line items. An estimate of additional roofing costs associated with supporting solar panels and equipment will be included in the financial analysis. For this comparison, each building will be considered to be

independent from the other with one new solar power generating system for each of the three (3) buildings.

Task 5.0 DEVELOPMENT OF BID DOCUMENTS

Kimley-Horn will prepare bid documents consisting of the written requirements, sketches, and technical specifications developed for the construction scope of work in the City's bid document format. The base bid and alternate bid items will be identified based on discussions with the City.

Task 6.0 BID PHASE SUPPORT SERVICES

Kimley-Horn will provide the bid documents to the City for their use in assembling, advertising, and awarding the project.

Kimley-Horn will attend a pre-bid meeting with potential bidders at the City's Public Works yard administration office.

Kimley-Horn will tabulate the bids received and evaluate general compliance of bids with the bidding documents.

Task 6.0 Deliverables

1. Up to two (2) printed copies of the construction scope of work documents.
2. One (1) electronic copy of the construction scope of work documents in pdf format.
3. A summary of the tabulation and evaluation.

Task 7.0 LIMITED CONSTRUCTION PHASE SERVICE

Kimley-Horn will provide the construction phase services specifically stated below:

7.1 Pre-Construction Conference

Kimley-Horn will attend a Pre-Construction Conference before the start of construction at the City's Public Works yard.

7.2 Site Visits and Construction Observation

Kimley-Horn will make up to eight (8) visits to observe the progress of the work. Progress visits will coincide with key/critical components of the work (e.g. repair of decking, before underlayment is applied, etc.) Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

7.3 Recommendations with Respect to Defective Work

Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Kimley-Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

7.4 Clarifications and Interpretations

Kimley-Horn will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

7.5 Change Orders

Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7.6 Shop Drawings and Samples

Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

7.7 Substitutes and "or-equal/equivalent."

Kimley-Horn will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

7.8 Inspections and Tests

Kimley-Horn may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility. Kimley-Horn's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Kimley-Horn is entitled to rely on the results of such tests.

7.9 Applications for Payment

Based on its observations and on review of applications for payment and supporting documentation submitted by the Contractor, Kimley-Horn will recommend amounts that Contractor be paid. Recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

7.10 Substantial Completion

When requested by Contractor and Client, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

7.11 Final Notice of Acceptability of the Work

Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor.

7.12 Record Drawings

As an additional service if required, Kimley-Horn will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-built, but will be based on information made available.

COMPENSATION AND PAYMENT

Kimley-Horn will perform Tasks 1 - 6 on a lump sum basis. Kimley-Horn will perform Task 7 on a time and material basis not to exceed (NTE) with the maximum value of these services not to exceed \$89,800 without prior authorization by the City. Kimley-Horn will not perform services for Task 7 unless authorized by the City. Services provided under this agreement will be invoiced monthly.

FEE SCHEDULE

Tasks	Task Description	Fee Basis	Amount
1	Project Management and Quality Control	Lump Sum	\$ 4,500
2	Field Investigations, Data Gathering, and As-Built Review	Lump Sum	\$ 5,100
3	Construction Scope Development	Lump Sum	\$24,900
4	Evaluation of Solar Power System Installation	Lump Sum	\$ 6,700
5	Development of Bid Documents	Lump Sum	\$ 3,900
6	Bid Phase Support Service	Lump Sum	\$ 5,500
7	Limited Construction Phase Services	Time and Material not to exceed	\$35,000
Total Lump Sum Amount (Task 1-6)			\$50,600
Total Time and Material Not to Exceed (Task 7)			\$35,000
Total			\$85,600

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application, and similar project fees will be paid directly by the Client.