



AGENDA
Regular City Council Meeting
Monday, October 7, 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 / NONE
3. APPROVAL OF MINUTES
 - A. September 3, 2024, Special City Council Meeting
September 3, 2024, Regular City Council Meeting
September 16, 2024, Special City Council Meeting
September 16, 2024, Workshop City Council Meeting
September 25, 2024, Emergency City Council Meeting p. 3
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT
 - A. October 2024 City Manager Report p. 17
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. **V24-03**, Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Pierre's LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The applicant requests a variance from Table 27-540-1 "Off-Street Parking Requirements" to permit a reduction in the required number of new parking spaces to serve a 152 seat bar from 19 total required parking spaces to 15 total required parking spaces. The property is in the CBD zoning district. p. 26
 - B. **DP24-05**, Application for Development Plan Modification as outlined in Chapter 27 Article II Division 2 Section 27-81 of the Unified Land Development Code of Neptune Beach for Pierre's LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The request is to modify the DP23-01 approval of a ground level deck structure with outdoor seating, bar and event space to reduce the seating from 117 new seats to 82 new seats. The property is in the CBD zoning district. p. 26
8. ORDINANCES / NONE
9. OLD BUSINESS
 - A. Consideration of Approval of Contract between City of Neptune Beach and Marshpoint Properties Two, LLC, for Purchase of City Right-of-Way Along Marsh Point Road and Florida Boulevard p. 73
10. NEW BUSINESS
 - A. **RESOLUTION NO. 2024-07**, A Resolution of the City of Neptune Beach Establishing the Order of Business for the City Council Regular and Workshop Meetings p. 82

- B. RESOLUTION NO. 2024-08, A Resolution of the City of Neptune Beach Appointing Member to the Police Officers' Retirement Board p. 86
 - C. Consideration of Approval of Summer Sands Speed Hump p. 88
 - D. Termination of Hurricane Helene Declaration of Emergency p. 100
 - E. Consideration of Approval of Memorandum of Understanding between JEA and CONB to Provide Water and Wastewater Laboratory Services p. 102
 - F. Consideration of Approval of Change Order for Senior Center Roof Repair and Related Items p. 108
11. COUNCIL COMMENTS
12. ADJOURN

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at least 48 hours prior to the meeting

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
SPECIAL CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 3, 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 Tuesday, September 3, 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 (<i>absent</i>) Councilor Nia Livingston (<i>absent</i>) Councilor Josh Messinger	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief Financial Officer Jaime Hernandez Parks and Sustainability Director Colin Moore Police Chief Michael Key Community Development Director Heather Whitmore City Clerk Catherine Ponson
Call to Order/Roll Call	Mayor Brown called the Special Meeting to order at 6:00 p.m.	
Recess	Mayor Brown announced that Councilor Key had been hospitalized and Councilor Livingston was out of town. She stated that the meeting would be recessed until Councilor Messinger's plane lands, and he arrives. This should be around 7:45 p.m. The Duval County Property Tax Collector had advertised this first public hearing for the millage rate as September 3, 2024. The meeting was called to a recess at 6:02 p.m. due to lack of a quorum.	
Meeting Called Back to Order	Mayor Brown reconvened the meeting at 7:49 p.m. upon the establishment of a quorum.	
Ord. No. 2024-05, Millage Rate	<u>Ordinance No. 2024-05, Adopting Final Millage Rate, First Read And Public Hearing.</u> An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2024, and ending September 30, 2025; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; and Providing an Effective Date.	
TRIM Notice	Mayor Brown read into the record the Truth in Millage (TRIM) notice. This is the millage public hearing for the City of Neptune Beach, Florida. The "Rolled-back" rate for the City of Neptune Beach is 3.1072 mills. The rate to be adopted reflects an 8.32% increase over the "Rolled-back" rate. The rate that is to be levied in this ordinance by the City Council is 3.3656 mills.	
Public Hearing	Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.	

Made by Chin, seconded by Messinger.

MOTION: TO APPROVE ORDINANCE NO. 2024-05, ADOPTING A MILLAGE RATE OF 3.3656 AT FIRST READ

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown

Noes: 0

Absent: 2-Key and Livingston

MOTION CARRIED

Ord. No. 2024-06, FY25 Budget Ordinance No. 2024-06, Adopting A Final Budget, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025; 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 Chin.

MOTION: TO APPROVE ORDINANCE NO. 2024-06, ADOPTING THE FY2024-2025 BUDGET AT FIRST READ

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown

Noes: 0

Absent: Key and Livingston

MOTION CARRIED

Adjournment There being no further business, the Special Meeting adjourned at 7:53 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 3, 2024, 7:53 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, September 3, 2024, at 7:53 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 (<i>absent</i>) Councilor Nia Livingston (<i>absent</i>) Councilor Josh Messinger	STAFF: City Manager Richard Pike City Attorney Paul Waters Police Chief Michael Key Chief Financial Officer Jaime Hernandez Community Development Director Heather Whitmore Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
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Call to Order/Roll Call Mayor Brown called the meeting to order at 7:53 p.m.

Presentation Deferred The presentation for the City Catalyst Grant has been deferred to September 16, 2024.

APPROVAL OF MINUTES

Minutes Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE THE FOLLOWING:**
June 3, 2024, Regular City Council Meeting
June 17, 2024, Workshop City Council Meeting
June 24, 2024, Special City Council Meeting
July 15, 2024, Special City Council Meeting
July 15, 2024, Workshop City Council Meeting
July 31, 2024, Special City Council Meeting
August 19, 2024, Special City Council Meeting
August 19, 2024, Workshop City Council Meeting
August 21, 2024, Special City Council Meeting

Vice Mayor Chin pointed out that there are many sets of minutes to be approved at this meeting as the August 5, 2024, Council meeting was canceled due to Hurricane Debby.

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown

Noes: 0

Absent: Key and Livingston

MOTION CARRIED

Mayor Brown recognized students from Beaches Chapel School Government History Class.

ORDINANCES

Ord. No. 2024-04, Pension Ordinance Ordinance No. 2024-04, Second Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System of the City of Neptune Beach, Section 2-349, Contributions, and Section 2-349.1, Benefit Amounts and Eligibility, to Provide for an Increase in the Member Contribution Rate; To Provide for an Annual Benefit Increase for Members Who Retired On or After October 1, 2020; To Provide for a One-Time Benefit Increase In Retroactive Benefits for Retirees and Beneficiaries Who Retired Before October 1, 2020; to Make October 1, the Effective Date of any Cost of Living Adjustments; Directing the City Clerk to File a Copy of this Ordinance with the Florida Department of Management Services, Division of Retirement; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

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

Discussion Councilor Messinger pointed out that the terms of the ordinance had been updated based on his amended motion from the previous meeting and he is good with how it is presented.

Vice Mayor Chin stated that this is being funded through a pre-paid contribution credit that is over \$700,000 and can't be used for any other purpose other than something like this. The purpose is to keep up with inflation and there was no mechanism in place to account for price index increases or inflation. Public sector employees are not paid as much as private sector employees so we must offer something that gives more stability and more incentive to become public service employees.

Mayor Brown added that JSO, Jacksonville Beach and Atlantic Beach increased the pay for new recruits and those that are already employed. It is not easy to recruit new police officers in this day and time. She thanked the NBPD and commented that they should be paid well.

Made by Messinger, seconded by Chin.

MOTION: TO ADOPT ORDINANCE NO. 2024-04 ON SECOND READ

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown.

Noes: 0

Absent: Key and Livingston

MOTION CARRIED

Ord. No. 2024-07, Parking Fines Ordinance No. 2024-07, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 22 of the Code of Ordinances, Traffic and Motor Vehicles, by Amending Section 22-26, Schedules of Streets, District and Zones; Providing for Conflicts; 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.

Discussion Chief of Police Michael Key stated this is an amendment to the ordinance as written. He would categorize it as a housekeeping clean-up. The ordinance specifically defines the amount for the fines as \$35.00. He commented that as time goes on with the increasing of fines and cost studies with other cities, he feels it is necessary to look at those and adjust the fines as needed. This does not adjust the fines to a specific number. This gives the ability to be able to do that when the time is right.

Mayor Brown commented that if there is any increase, Chief Key would be letting Council know.

Vice Mayor Chin remarked that we need to have flexibility to meet different situations instead of being locked in.

Councilor Messinger stated that this is straightforward legislation, and he is all for supporting this.

Chief Key reported that he would make sure Council, appropriate stakeholders, and the public know that the fines would increase when that day comes.

Made by Messinger, seconded by Chin.

MOTION: TO APPROVE ORDINANCE NO. 2024-07 ON FIRST READ

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown.

Noes: 0

Absent: Key and Livingston

MOTION CARRIED

City Attorney Agreement City Attorney Agreement. Mayor Brown introduced Paul Waters, the new City Attorney. The contract had been reviewed and included in the Council packet.

Councilor Messinger pointed out in Item III of the contract it states, "Extraordinary Services," that are outside of the standard retainer agreement. He stated there was no hourly rate listed and he wanted to make sure those extraordinary services would be included within the proposal.

Mr. Waters confirmed that those services are included in the flat rate of \$10,500 per month no matter what those services are.

Made by Chin, seconded by Messinger.

MOTION: TO APPROVE THE AGREEMENT FOR CITY ATTORNEY SERVICES

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown

Noes: 0

Absent: Key and Livingston

MOTION CARRIED

Res. No. 2024-04,
Opposition to Park
Development

Resolution No. 2024-04, Opposition to Park Development. Mayor Brown reported that this resolution opposed proposed development in Anastasia State Park in St. Augustine. Even though the governor has tabled the proposal, she is still requesting Council support of the resolution.

Vice Mayor Chin stated he would welcome a broader statement saying Council opposes any interventions in state parks. The parks belong to all Floridians and are a natural resource everyone can enjoy.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE RESOLUTION NO. 2024-04, OPPOSING THE DEVELOPMENT IN ANASTASIA STATE PARK**

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown

Noes: 0

Absent: Key and Livingston

MOTION CARRIED

Res. No. 2024-05,
CDB
Appointments

Resolution No. 2024-05, CDB Appointments. Mayor Brown stated that this resolution reappoints the below-listed members of the CDB:

William Hilton	Regular Member	1st 3-year	09/04/2024 - 09/04/2027
Charles Miller	Regular Member	2nd 3-year	09/04/2024 - 09/04/2027
Jonathan Raiti	Regular Member	2nd 3-year	09/04/2024 - 09/04/2027

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE RESOLUTION NO. 2024-05, APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD**

Roll Call Vote:

Ayes: 3-Messinger, Chin, and Brown

Noes: 0

Absent: Key and Livingston

MOTION CARRIED

Adjournment

There being no further business, the meeting adjourned at 8:16 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, SEPTEMBER 16, 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, September 16, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Elaine Brown Vice Mayor Kerry Chin Councilor Lauren Key (<i>absent</i>) Councilor Nia Livingston Councilor Josh Messinger	STAFF: City Manager Richard Pike City Attorney Paul Waters City Attorney Zachary Roth Public Works Director Deryle Calhoun Chief Financial Officer Jaime Hernandez Parks and Sustainability Director Colin Moore Police Commander Liam Toal Community Development Director Heather Whitmore City Clerk Catherine Ponson
Call to Order/Roll Call/Pledge	Mayor Brown called the Special Meeting to order at 6:00 p.m. and Councilor Messinger led the Pledge of Allegiance. Mayor Brown reported that Councilor Key is at home now and recovering from her illness.	
Ord. No. 2024-05, Millage Rate	<u>Ordinance No. 2024-05, Adopting Final Millage Rate, Second Read And Public Hearing.</u> An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2024, and ending September 30, 2025; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; and Providing an Effective Date.	
TRIM Notice	Mayor Brown read into the record the Truth in Millage (TRIM) notice. "This is the millage public hearing for the City of Neptune Beach, Florida. The "Rolled-back" rate for the City of Neptune Beach is 3.1072 mills. The rate to be adopted reflects an 8.32% increase over the "Rolled-back" rate. The rate that is to be levied in this ordinance by the City Council is 3.3656."	
Public Hearing	Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.	
Discussion	Vice Mayor Chin clarified that Council is not increasing the millage rate. He had heard that residents were concerned by the advertisement in the Beaches Leader which stated "Notice of Proposed Tax Increase." This is the state-required language when the millage rate is above the rolled-back rate. He reported that this is not new and presented years of advertisements with the	

same language. The increase in taxes are due to conditions out of Council's control. Duval County Schools taxes could increase due to voters approving it or property values may increase.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE ORDINANCE NO. 2024-05, ADOPTING A FINAL MILLAGE RATE OF 3.3656**

Roll Call Vote:

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

Noes: 0

Absent: Key

MOTION CARRIED

Ord. No. 2024-06, FY24-25 Budget Ordinance No. 2024-06, Adopting A Final Budget, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025; 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 Chin, seconded by Messinger.

MOTION: **TO APPROVE ORDINANCE NO. 2024-06, ADOPTING THE FY2024-2025 BUDGET**

Roll Call Vote:

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

Noes: 0

Absent: Key

MOTION CARRIED

Ord. No. 2024-07, Parking Fines Ordinance No. 2024-07, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 22 of the Code of Ordinances, Traffic and Motor Vehicles, by Amending Section 22-26, Schedules of Streets, District and Zones; Providing for Conflicts; 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.

Amended Motion Mayor Brown offered an amendment as stated in the amended motion below. She commented that the Chief of Police is fine with this addition. She is adding this so future Councils are informed before the any raising of any rates or fines for violations.

City Attorney Zachary Roth pointed out that this is the exact same language included in the paid parking rates and charges section of the Code.

Made by Chin, seconded by Livingston.

AMENDED MOTION: **TO ADD "SUCH MODIFICATIONS AND DESIGNATIONS ARE SUBJECT TO REVIEW BY CITY COUNCIL, BUT DO NOT REQUIRE ADDITIONAL COUNCIL ACTION"**

Roll Call Vote:

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

Noes: 0

Absent: Key

Made by Messinger, seconded by Chin.

MOTION: TO ADOPT ORDINANCE NO. 2024-07, AS AMENDED, ON SECOND READ

Roll Call Vote:

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

Noes: 0

Absent: Key

MOTION CARRIED

CONSENT AGENDA

Water and
Sewer As-
Built Change
Order

Water and Sewer As-Built Change Order.

Supp.
Agreement/
Dewberry

Supplemental Agreement No. 5 with Dewberry Engineers, Inc., for MS4 Compliance Annual Reporting Services.

CUP Support

Attorney Engagement for Consumptive Use Permit (CUP) Support.

Made by Messinger, seconded by Chin.

MOTION: TO APPROVE THE CONSENT AGENDA

Roll Call Vote:

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

Noes: 0

Absent: Key

Adjournment

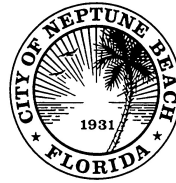
There being no further business, the Special Meeting adjourned at 6:09 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, SEPTEMBER 16, 2024, 6:09 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, September 16, 2024, at 6:09 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 (*absent*)
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 City Attorney Zachary Roth
 Chief Financial Officer Jaime Hernandez
 Police Commander Liam Toal
 Public Works Director Deryle Calhoun
 Parks and Sustainability Director Colin Moore
 Community Development Director Heather Whitmore
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

Mayor Brown called the workshop meeting to order at 6:09 p.m.

AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS

**Code
Enforcement
Officer
Introduction**

Community Development Director Heather Whitmore introduced new Code Enforcement Officer Rico Armstrong. She stated he has Code Enforcement Certification Levels 1-4 through the Florida Association of Code Enforcement.

**Suicide
Prevention
Month
Proclamation**

Suicide Prevention Month Proclamation. Mayor Brown read and presented a proclamation recognizing September as Suicide Prevention Month.

**City Catalyst
Grant
Presentation**

City Catalyst Grant Presentation. Nancy Miller, Mayor of Daytona Beach Shores and Florida League of Mayors (FLM) President and Jeff Branch, Florida League of Mayors Executive Director Designate, presented the City Catalyst Grant to the City of Neptune Beach.

The FLM partners with Business Watch to award a grant to FLM members. The City of Neptune Beach along with HereTomorrow, located in Neptune Beach, were awarded \$2,500. The funds will go towards suicide prevention education of city staff, elected officials and residents. The grant is in honor of former Neptune Beach employee Miklos Stoffel.

PUBLIC COMMENTS**Public
Comments**

Chuck McCue, 1908 3rd Street, Neptune Beach, stated he had concerns about lack the communications. He stated that if the same millage rate is kept from last year, it is essentially a raise. He asked if there was another option than the rolled-back rate, if the Police Officers have body cams and about the financials of the beautification committee. He requested answers to these questions.

Tom Gibbon, 1707 Forest Avenue, Neptune Beach, thanked Public Works for their response to the recent sewage situation. He added that the City and Public Works responded very well.

PUBLIC WORKS UPDATE**Public Works
Update**

Public Works Director Deryle Calhoun reported that the plant that normally does about 750,000 gallons per day was over 2,000,000 gallons per day for a number of days due to the amount of rain in the area. He gave an update and added that he expected to find a lot of rehab needs in Indian Woods and Oceanwood. Council had recently approved the cleaning and televising of the lines in Indian Woods and he is now getting a quote for Oceanwood.

COUNCIL COMMENTS

Mayor Brown announced this would be City Attorney Zachary Roth's last meeting. She stated she was pleased to have worked with him and having him advise Council.

Vice Mayor Chin thanked Mr. Roth for always trying to put the Council and City first and looking for ways to protect them.

Councilor Livingston also thanked Mr. Roth and stated that he has always been approachable. She added that Mr. Roth has a great quality of being able to communicate and in how he responds to people.

Councilor Messinger agreed with his fellow Councilors. He expressed that Mr. Roth provided continuity for Council and members of staff and is greatly appreciated.

Mr. Roth thanked everyone and added it has been a pleasure working for the City. He commented it has been an honor to serve as City Attorney.

Vice Mayor Chin thanked Mr. Calhoun and staff for handling the enormous recent storm situation.

Adjournment

There being no further business, the workshop meeting adjourned at 6:39 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
EMERGENCY CITY COUNCIL MEETING
HURRICANE HELENE
WEDNESDAY, SEPTEMBER 25, 2024, 4:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, an Emergency City Council Meeting of the City Council of the City of Neptune Beach was held on Wednesday, September 25, 2024, at 4:00 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 (*absent*)
 Councilor Nia Livingston (*absent*)
 Councilor Josh Messinger

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Chief Financial Officer Jaime Hernandez
 Chief of Police Michael Key
 Public Works Director Deryle Calhoun
 Community Development Director Heather Whitmore
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

Mayor Brown called the Emergency Meeting to order at 4:00 p.m.

Mayor Brown read the Declaration of Emergency due to impending Hurricane Helene.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE THE DECLARATION OF A STATE OF EMERGENCY FOR THE CITY OF NEPTUNE BEACH**

Roll Call Vote:

Ayes: 3- Messinger, Chin, and Brown

Noes: 0

Absent: Key and Livingston

MOTION CARRIED**Chief of Police
Report**

Mayor Brown stated the declaration has benefits for the City and requested Chief of Police Michael Key explain what this means to personnel and the reimbursement process.

Chief Key explained that the County is who seeks the initial request for reimbursement. There is a threshold for damages. The way in which you get to that threshold is the completion of forms. The Incident Command System (ICS) Form 214 is an fillable activity log form that is used to report and log any storm-related activity. He explained how the operational period works for the event and how the Federal Emergency Management Agency (FEMA) looks at these forms. He reported there is a process in place for the submission of these forms.

Mayor Brown announced that City offices would be closed on Thursday, September 26, 2024.

Adjournment There being no further business, the Emergency Meeting adjourned at 4:12 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager's Report

Departmental Recaps-10/07/2024

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

Community Development-Heather Whitmore

- Community Development Board: October 9, 2024
 - DP24-06: Lot Split 500 Seagate Ave
 - Historic Subcommittee Meeting
- City Council: October 7, 2024
 - V24-03/DP24-05: Pete's Bar parking variance request and development order
- Hedges in the ROW
 - Letters to 12 properties on Third and three on First
 - Working with property owners to remove vegetation/trees
 - CONB working with FDOT to remove vegetation/trees in ROW
 - CONB seeks to replant removed trees as possible
- Special Code Magistrate: November
 - 1901 Forest Ave
 - 2033 Oleander
 - 1530 Emma
- 108 Orange St – Petition for Relief FS. 70.51 Mediation
 - CONB served 25 citizens notices of 108 Orange St – Petition for Relief via hand delivery or signature
 - October 31, 2024, Mediation Hearing located at City Hall
- Fee Resolution Table needs to be updated: I suggest all departments work with Finance to do so
- The Historic Preservation Subcommittee is moving forward to develop potential code updates consistent with City Council feedback and priorities. Suggest they wait for the new Council

IT Department-Ricardo Pizarro

- VoIP - on schedule for completion Oct 16th
- RapidID - 2 units approved; waiting on the vendor to sign off additional units
- LiveSCAN - device provisioned awaiting approval from FDLE once they return from storm impact

- Document Management- continue to work with vendors and community development for approval.

Parks & Sustainability-Colin Moore

- \$32.4 million US Army Corps of Engineers Duval County Shore Protection Project completed August 20 at Hanna Park – sea oats and signage have now been installed
- Replacement shower for Hopkins St beach access delivered and will be installed in early October
- Replacement bonnets for trashcans recently installed throughout the Town Center
- Town Center palm trimming scheduled for October 14-15
- Path repaving on the east side of Jarboe Park pond is scheduled for October 14
- Assisting COJ on supplemental funding from the Resilient Florida grant program for the Florida Blvd/Forest Ave culvert replacement project
- Florida City Government Week promotion planned for Beaches Town Center Fall Fest - October 23, 5-7 pm

Senior Center-Leslie Lyne

- Travel presentation October 2024-fundraiser for 2025-Italy &
- Petunia Patch Trunk Show October 3rd-potential fundraiser
- October 23, 2024, FSCJ Broadway in Jacksonville 2025 Season Presentation
- Center hosting Beaches Watch November 6, 2024
- Day trip planned to Jacksonville Symphony Orchestra Holiday Pops December 6, 2024, and luncheon at Sweet Pete's
- Friday, January 17, 2025, St. Augustine Night of Lights and dinner
- Wednesday, February 12, 2025, Valentine's Day Tea -JB Woman's Club sponsor
- FSCJ Broadway in Jacksonville production of MJ, April 23, 2025
- Hosting Paul William's Retirement Celebration on Saturday, September 28, 2024
- Medicare Seminar scheduled October 15 @11:30am
- FSCJ Presentation October 23, 2024 @2pm for the 2025 Broadway Schedule

Center Statistics FY 2023-2024:

• Events offered:	1,604
• Unduplicated Persons services/events:	1,287
• Duplicated attendance(persons):	10,572
• Donations/Grants/CDBG:	\$147,749.13

Human Resources-Jillian McCann

- Advertising for the following open positions:
 - Laborer I
 - Beaches Parking Ambassador
 - School Crossing Guard
 - Police Officer

- Emergency Communications Officer
- We welcome Ms. Molly Gainey to our team. She will work as a school crossing guard to ensure children's safety when traveling to school.
- Revisions to the handbook have resumed.
- Local 630 units were clarified with PERC.
- Implementing the new payroll system is progressing well, and we are on track with our timeline.
- We are preparing for Open Enrollment at the end of the month.

City Clerk-Catherine Ponson

- Submitted Continuing Assignments for Clerk Professional Program: Module 5, Systems Thinking
- Clerk Program Zoom Class Discussion-September 18
- Fulfill ongoing public records requests and answered questions
- Ongoing 2024 Election updates
- Prepare Minutes and Council agenda packets

Finance-Jaime Hernandez

1. Audit for FY 2022-23 started 09/30/2024, and it's going well.
2. Fiscal year 2023-24 ended September 30, 2024.
 - a. We are starting closing FY 2023-24 on 10/07/2024.
 - Cash Reconciliations
 - Interfund transfers and budget amendments
 - Ensure revenues are recorded as of 9/30/2024
 - Accrual Payable FY 2023-24 as of 9/30/2024
 - b. Audit for FY 2023-24 is tentatively scheduled to start on March 1, 2025
3. Working with the budget upload file for FY 2024-25 into TYLER
4. Payroll Implementation:
 - On schedule to be completed in the new system for payroll due on 10/04/2024.
 - Having issues with timekeeping – will be delayed two weeks

Public Works- Deryle Calhoun

(Updates in **bold** font)

Potable Water System

- Well 1 has exhibited signs of failure like Well 2, which went offline a few years ago. Update on well field and replacement Well 5 given to Council on August 19. **Well 5 bid opening on October 9.** Mechanical and electrical will be accomplished utilizing existing support contracts.
- Additional information was submitted for the Water Management District -

Consumptive Use Permit (CUP) application. Meeting held with WMD. **Council approved engagement letter with a law firm experienced in CUP permitting.**

- Fire protection water supply gap analysis – Field work with engineering firm completed August 20th.

Wastewater System

- Permit renewal pre-application meeting held with FDEP and engineering consultants. The treatment capacities of both plants will be addressed during the permit renewal process.
- Redundant 3rd Street Gravity – The consulting engineer has submitted the permit application package to FDOT. **The engineer responded to FDOT's additional information request on 9.13.24.**
- Florida Blvd force main extension to plant – Field survey is complete. The City Engineer is working on the design; expected to apply for FDEP permit in October. **The project may initially terminate before the treatment plant, thereby saving construction cost. Project was approved in the FY25 budget.**
- Stormwater and groundwater Inflow and Infiltration (I&I) reduction effort - Worked with the consulting engineer to identify wastewater pipes for targeted cleaning and televising to identify any defects, including customer service laterals. **Indian Woods subdivision will be completed the week of 9.30.24. Following extensive heavy rains and overflows experienced in September, quotes are being solicited for cleaning and televising Oceanwood and parts of the Fletcher pump station collection system.**
- Pipe along Penman Road contributing significant groundwater to the system is being lined 10.03.24.

Stormwater System

- Stormwater model – Hopkins Creek is complete; the remainder of the city will be completed this fiscal year.
- Hopkins Creek improvements at Florida and Forest – Design is underway with a COJ engineering consultant.
- Design for various small projects was approved by council. **The design is complete and being reviewed prior to the bid.**
- The erosion control pilot project on Davis Creek has begun. Bahia grass has been installed to stabilize the media, and test planting of various salt-tolerant plants is scheduled for late June/early July. **Additional plantings due 10.04.24. Another product has been identified for trial.**
- Municipal Separate Storm Sewer Systems (MS4) permit compliance audit completed with FDEP.

Water Tower Repairs and Maintenance

- New fencing installation around the tower property is complete.

Streets

- **Milling and paving previously approved by Council scheduled 10.09-11.24.** Everbridge and door hangers are being used to communicate with residents.



Case Activity Report

09/01/2024 - 09/30/2024

Parcel #	Case Date	Activity Type	Main Status	Description
178077 5044	6/18/2024	information	Closed	APPLIED AND RECEIVED PERMIT (BP#202400822) FOR FENCE ON THE SOUTH AND WEST SIDES OF THE REAR PROPERTY. THE FENCE PANEL ON THE NORTH SIDE HAS BEEN REMOVED.
178616 0000	9/30/2024	Follow up	Open	Follow up inspection 10/11/24
172601 0000	9/19/2024	information	Open	Ms. Kline came to City Hall and asked for an extension till Oct 10th in order to remove items from the garage so that the recreational vehicle can be stored in the garage in the future. Also will remove the car without a tag from the right-of-way by 9/30/2024.
172793 0000	9/16/2024	information	Open	HAS APPLIED FOR PERMIT. AWAITING APPROVAL OF BUILDING OFFICIAL.
172603 0000	9/24/2024	Follow up	Open	Unsafe building or unsafe structure. Illustrative enumeration. (Overgrown Grass)
173185 0000	9/25/2024	Follow up	Open	
173226 0000	9/25/2024	Follow up	Open	Follow up inspection 10/7/24.
173668 0000	9/25/2024	Follow up	Open	Parking, storage or use of major recreational equipment
173649 0000	9/25/2024	Follow up	Open	Parking, storage or use of major recreational equipment.

Parcel #	Case Date	Activity Type	Main Status	Description
173182 0000	9/24/2024	Follow up	Open	Complaint from Amanda West 436 South St 863 559 8818
178958 0020	9/24/2024	Follow up	Open	Follow up 9/24/24.
172908 0000	9/24/2024	Follow up	Open	Overgrown
178692 2066	9/12/2024	Follow up	Open	Property owner called to ask for extension to correct violation. Extension given until 9/30/24 per Rico.
177729 9095	5/16/2024	Follow up	Open	Follow up inspection 10/7/24.
178077 5044	6/18/2024	information	Closed	emailed complainant to inform him that the case would be placed on the Special Magistrate's agenda.
178077 5044	6/18/2024	information	Closed	received email from Complaint that HOA rescinding their original approval as they were misled with the drawing submitted. Homeowner has began removing the parallel portion of the fence.
173077 0000	9/23/2024	Inspection	Open	Permit required for tree removal or relocation.
172395 0140	9/4/2024	Follow up	Closed	Extension given per Rico
173246 0000	9/19/2024	Follow up	Open	Running a business from home without a business tax receipt . Follow up inspection 9/30/24.
172601 0000	9/19/2024	Follow up	Open	Junk vehicle/ No tag on truck. Follow up inspection 9/30/24.
177419 0050	9/18/2024	Follow up	Closed	Overgrown grass.
172895 0000	9/18/2024	Follow up	Closed	Overgrown grass
177547 0000	9/18/2024	Follow up	Open	Follow up inspection 10/3/24.
172447 0000	9/17/2024	Follow up	Open	Follow up inspection 9/27/24.
172458 0000	9/17/2024	Follow up	Open	Follow up inspection 9/27/24.

Parcel #	Case Date	Activity Type	Main Status	Description
173230 0000	9/17/2024	Follow up	Closed	Follow up inspection 9/27/24.
173586 0000	9/17/2024	Inspection	Open	BUILDING OFFICIAL WAS REQUESTED TO GO TO THE PROPERTY TO DO TWO INSPECTION. WHILE THERE HE FOUND AN ADDITION WAS UNDER CONSTRUCTION THAT WAS NOT ON THE APPROVED PLANS OR PERMIT. TOOK PICTURE AND SENT TO THE OFFICE.
173586 0000	9/17/2024	Inspection	Open	WENT TO THE PROPERTY TO VERIFY ADDITION AND TOOK PICTURES. NOTIFIED PROPERTY OWNER AND BUILDER THAT THIS ADDITION WAS NOT PART OF THE PERMIT AND NO FURTHER WORK IS TO BE DONE UNTIL EITHER THE ADDITION IS PERMITTED AND APPROVED OR THE ADDITION IS REMOVED.
173072 0000	12/20/2023	Follow up	Closed	All violations corrected during this inspection. Mailed out Affidavit of Compliance.
173372 0600	7/5/2023	information	Open	SENT EMAIL TO MR. MCCORMICK ASKING FOR OUTLINE SHOWING DATES WHEN THEY EXPECT EACH STEP TO BE COMPLETED.
173741 0000	9/16/2024	Follow up	Closed	Signs with obscene language.
172793 0000	9/16/2024	Follow up	Open	No permit on file for installed staircase. Hand delivered NOV letter.
173424 0010	9/12/2024	Follow up	Closed	Follow up inspection 9/22/24.
178692 2066	9/12/2024	Follow up	Open	Follow up inspection 9/22/24.

Parcel #	Case Date	Activity Type	Main Status	Description
172761 0000	9/11/2024	Follow up	Closed	Beachfront lighting to protect marine turtles. Floodlights shining on beach near turtle nesting area. Complaint reported by Beaches Sea Turtle Patrol on 9/8/24.
172396 0000	9/5/2024	Send Letter	Closed	Follow up inspection 9/20/24.
172395 0140	9/4/2024	Follow up	Closed	9/19/24 follow up inspection.
173449 0000	9/4/2024	Follow up	Open	
178745 0156	9/4/2024	Follow up	Open	Compliant received on 7/19/24.
178077 5024	8/16/2024	Follow up	Closed	Fence cleaned up
172522 0000	8/16/2024	Follow up	Closed	Lawn debris removed
173268 5305	9/3/2024	Follow up	Closed	Fences, walls and hedges.
173536 0000	9/3/2024	Follow up	Open	Fences, walls and hedges.
173502 0000	9/3/2024	Follow up	Open	follow up inspection- 9/16/24.
173458 0010	9/3/2024	Follow up	Open	Follow up inspection 9/16/24.
173460 0000	9/3/2024	Follow up	Open	Follow up inspection 9/16/24.
173483 0050	9/3/2024	Follow up	Open	Follow up inspection 9/16/24.
173043 0000	9/3/2024	Follow up	Open	Follow up inspection 9/16/24.

Total Records: 48

10/1/2024

Building Activity October 1, 2023 to September 30, 2024					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-23	97	54	202	\$22,747.07	\$1,815,941
Nov-23	67	64	145	\$21,240.24	\$2,137,749
Dec-23	69	57	121	\$25,076.22	\$3,926,104
Jan-24	80	40	171	\$32,451.56	\$1,608,064
Feb-24	97	73	160	\$26,968.00	\$2,956,444
Mar-24	95	72	169	\$20,826.74	\$1,474,411
Apr-24	78	54	161	\$29,682.00	\$2,196,388
May-24	105	71	202	\$23,169.39	\$2,291,398
Jun-24	73	46	171	\$21,351.09	\$1,955,108
Jul-24	82	50	153	\$15,333.15	\$1,067,218
Aug-24	95	62	139	\$36,846.66	\$3,513,713
Sep-24	78	54	145	23,020.28	\$1,293,492
Totals	1016	697	1939	\$298,712.40	\$26,236,030

Building Activity October 1, 2022 to September 30, 2023					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-22	91	85	205	\$30,369.43	\$2,390,976
Nov-22	139	87	215	\$38,808.51	\$4,625,038
Dec-22	101	73	157	22,702.06	\$3,726,454
Jan-23	90	85	195	\$20,532.41	\$2,490,367
Feb-23	131	87	188	\$19,080.38	\$1,332,719
Mar-23	131	88	242	\$26,492.36	\$2,925,374
Apr-23	109	90	193	\$18,041.44	\$1,429,516
May-23	108	57	186	\$22,897.83	\$2,500,550
Jun-23	89	62	143	\$28,074.06	\$1,439,422
Jul-23	106	51	167	\$25,791.69	\$2,332,402
Aug-23	89	37	176	\$18,468.29	\$1,183,995
Sep-23	99	56	138	\$24,985.59	\$2,258,802
Totals	1283	858	2205	\$273,541.99	\$28,635,615
Difference	-267	-161	-266	\$25,170.41	-\$2,399,585



**Agenda Items 7A, 7B
V24-03, DP24-05
Pete's Bar**

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

AGENDA ITEM:	V24-03/DP24-05: Pete's Bar
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	October 1, 2024
BACKGROUND:	V24-03 Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Pierre's LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The applicant requests a variance from Table 27-540-1 "Off-Street Parking Requirements" to permit a four parking space reduction in the required number of new parking spaces to a serve a 152-seat bar from 19 total required parking spaces to 15 total required parking spaces. DP24-05 Application for Development Plan Modification as outlined in Chapter 27 Article II Division 2 Section 27-81 of the Unified Land Development Code of Neptune Beach for Pierre's LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The request is to modify the DP23-01 approval of a ground level deck structure with outdoor seating, bar and event space to reduce the seating from 117 new seats to 82 new seats. DP24-05 includes a concurrent review of associated variance V24-03 from Table 27-540-1 "Off-Street Parking Requirements" to permit a reduction in the required number of new parking spaces to a serve a 152-seat bar from 19 total required parking spaces to 15 total required parking spaces. This item was brought before the Community Development Board on September 11, 2024. The Variance and Final Development Order requires review and approval by City Council. CBD voted 4-2 (one abstention) to conditionally approve V24-03 to permit a two parking space reduction in the required number of new parking spaces (see attached CDB Resolution 2024-01). CBD voted unanimously (one abstention) to conditionally approve DP24-03 (see attached CDB DO 2024-05), with the following conditions:

	1) The applicant shall mitigate the 10 parking space deficiency with a “Payment in-lieu of providing off-street parking.” 2) The developer shall submit a Final Development Plan, as defined in this Code, for review by the City Council. 3) The applicant shall obtain a Development Order approval. 4) The applicant shall complete the related submitted remodeling building permit. 5) The applicant shall receive a certificate of occupancy for the subject building permit improvements. The Final Development Plan as presented here is consistent the Preliminary Development Plan and does not contain land uses different than those approved in the Preliminary Development Plan.
BUDGET:	NA
RECOMMENDATION:	Staff recommends approval of the development plan modification DP24-05 request for Pete’s Bar at 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). Staff recommends approval of the request to modify DP23-01 to reduce the approved new seating from 117 new seats to 82 new seats. Staff recommends denial of V24-03 from Table 27-540-1 “Off-Street Parking Requirements” to permit a reduction in the required number of new parking spaces from 19 total parking spaces to 15 total required parking spaces. Staff recommends approval the DP24-05 with the following conditions: 1) The applicant shall mitigate the 12 parking space deficiency with a “Payment in-lieu of providing off-street parking.” 2) The developer shall submit a Final Development Plan, as defined in this Code, for review by the City Council. 3) The applicant shall obtain a Development Order approval. 4) The applicant shall complete the related submitted remodeling building permit. 5) The applicant shall receive a certificate of occupancy for the subject building permit improvements.
ATTACHMENT:	Exhibits: A. September 11, 2024 Community Development Board Staff Report for V24-03 and DP24-05, including application and Final Development Plan submitted by applicant B. September 11, 2024 Community Development Board Minutes C. CDB Resolution 2024-01 D. CDB DO 2024-05 E. Draft City Council Resolution V24-03 F. Draft City Council Development Order DP24-05

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: September 11, 2024
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: V24-03/DP24-05

TO: Community Development Board

FROM: Heather Whitmore, AICP, Community Development Director

DATE: September 7, 2024

SUBJECT:

V24-03 Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Pierre’s LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The applicant requests a variance from Table 27-540-1 “Off-Street Parking Requirements” to permit a four parking space reduction in the required number of new parking spaces to a serve a 152-seat bar from 19 total required parking spaces to 15 total required parking spaces.

DP24-05 Application for Development Plan Modification as outlined in Chapter 27 Article II Division 2 Section 27-81 of the Unified Land Development Code of Neptune Beach for Pierre’s LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The request is to modify the DP23-01 approval of a ground level deck structure with outdoor seating, bar and event space to reduce the seating from 117 new seats to 82 new seats.

-
- I. BACKGROUND:** A development plan modification request has been submitted for the properties known as Pete’s Bar at 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The request is to modify the previous DP23-01 approval of a ground level deck structure with outdoor seating, bar and event space to reduce the approved seating from 117 new seats to 82 new seats.

DP24-05 includes a concurrent review of associated variance V24-03 from Table 27-540-1 “Off-Street Parking Requirements” to permit a reduction in the required number of new parking spaces to a serve a 152-seat bar from 19 total required parking spaces to 15 total required parking spaces.

*V24-03/DP24-05 Pete’s Bar Development Plan Modification and Associated Variance
September 7, 2024*

The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District. Restaurants and Bars with outdoor seating are permitted in this district. The building was built in 1931, and Pete's Bar was established in 1933.



Figure 1: Pete's Bar, 117 First Street, 120 & 110 Lemon Street, Neptune Beach, FL

The existing building is 3,956 square feet with 70 seats located inside and on the western smoking patio. The 2023 DP23-01 development plan approval permitted a 1,700 square foot deck addition, outdoor bar, and event space with 117 new seats, bringing the site total seat count to 187 seats.

At the time of the 2023 approval, the site had five parking spaces including two handicap spaces. Section 27-540 "Parking Requirements" requires 1 parking space per 4 seats for restaurants and bars. Section 27-540 (1) permits a 50% parking reduction for uses located in CBD. The 2023 approval of 187 seats required 24 total parking spaces $((187/4) \times 50\% = 24)$. The site had five parking spaces, therefore the development approval required the addition of 19 parking spaces $(24 - 5 = 19)$. The site requires 1 bicycle space, and 3 are provided. The site's five parking spaces was 19 spaces short of the required 24 spaces.

Upon conditional approval of DP23-01 by the City Council, the applicant agreed to mitigate the 19 parking space deficiency with a “Payment in-lieu of providing off-street parking.” LDC Section 27-541 “Payment in-lieu of providing off-street parking in the Central Business District” establishes a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. The purpose of the “Payment in-lieu of providing off-street parking” program is to fund the capital costs associated with new, upgraded, or expanded off-street parking areas serving land uses within the Central Business District.

II. DISCUSSION:

The applicant is now returning to the Community Development Board and City Council to request a modification to the previously approved DP23-01 to reduce the number of additional seats in the development plan from 117 to 82. LDC Section 27-81 “Changes to a development permit or development order” states:

“After a development permit or development order has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from its terms or conditions without first obtaining a formal modification. A modification may be applied for in the same manner as the original.”

Modified Development Plan DP24-05 adds 82 additional seats, including 70 seats on the outdoor deck and bar areas and another 12 in the private event space. The current proposal to add 82 seats in addition to the 70 existing will bring the overall seat count to 152. The applicant has also restriped the onsite parking area to provide seven parking spaces including two handicap spaces. The site will now have seven parking spaces, not including proposed tandem as tandem parking is not permitted in commercial districts per 27-548 (8). See DP24-05 Development Plan:

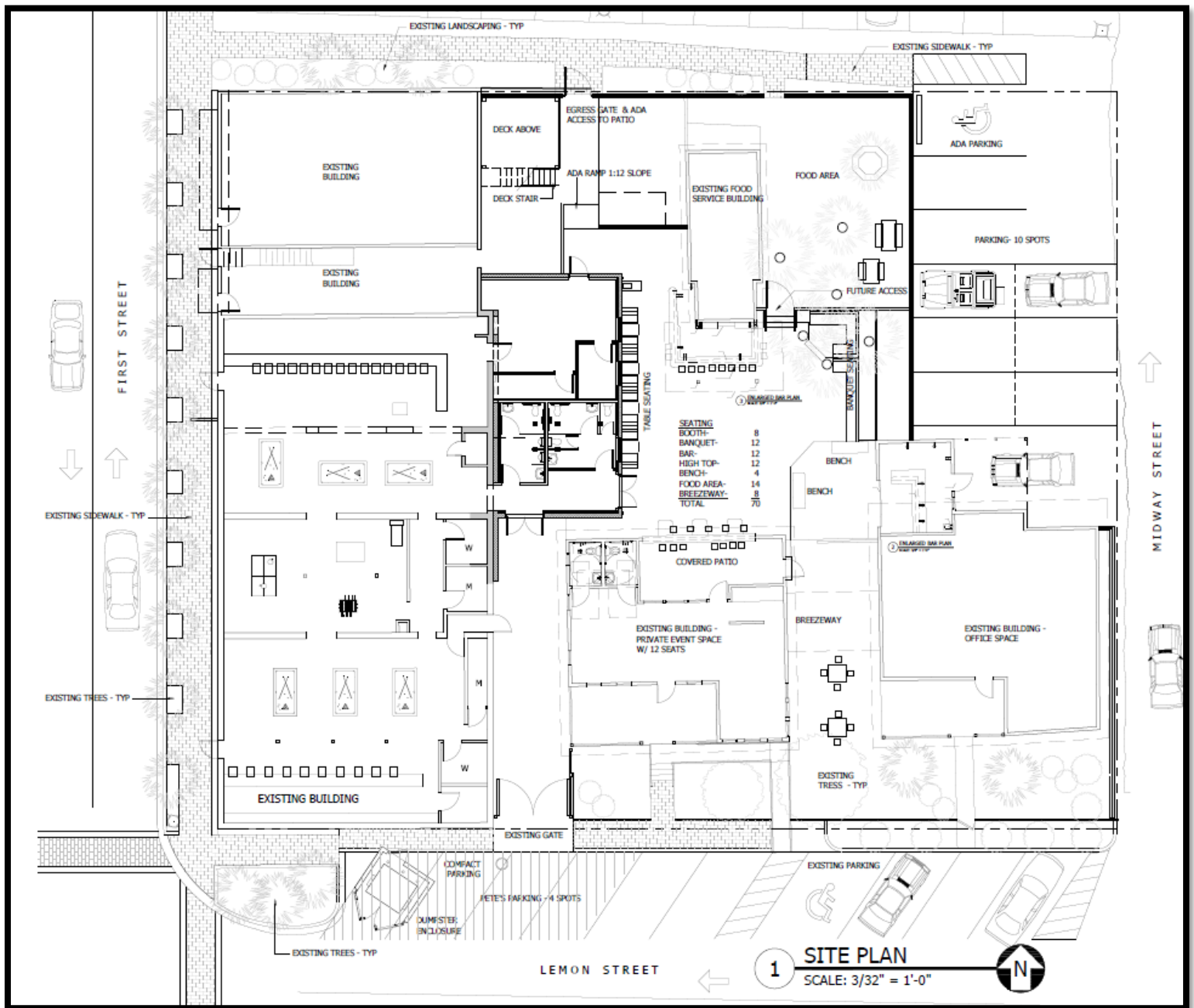


Figure 2: DP24-05 Pete's Bar Modified Development Plan

Section 27-540 "Parking Requirements" requires 1 parking space per 4 seats for restaurants and bars. Section 27-540 (1) permits a 50% parking reduction for uses located in CBD. DP24-05 proposes 152 total seats, requiring 19 total parking spaces $((152/4) \times 50\% = 19)$. The site has seven parking spaces, therefore the development approval requires 12 additional parking spaces $(19 - 7 = 12)$. The site requires 1 bicycle space, and 3 are provided. The site's seven parking spaces is 12 spaces short of the required 19 spaces. The applicant will mitigate the parking space deficiency with a "Payment in-lieu of providing off-street parking."

As stated, DP24-05 includes a concurrent review of associated variance V24-03 from Table 27-540-1 “Off-Street Parking Requirements” to permit a four parking space reduction in the required number of new parking spaces from 19 total required parking spaces to 15 total required parking spaces. With the seven spaces shown onsite, the applicant is requesting that they be required to mitigate an eight parking space deficiency, rather than a 12 parking space deficiency.

The purpose of associated variance V24-03 to permit a four parking space reduction is to account for four parking spaces in the Lemon Street right-of-way that the applicant states have been in the sole possession of Pete’s Bar for decades. The “four” parking space area is shown in hatched overlay on the attached Development Plan, and includes a dumpster and three parking spaces.

The applicant states that Pete’s has maintained and used the area since 1933. The applicant states that the spaces are used for employee parking, vendor parking and a private dumpster. The applicant states that the spaces are not a part of the metered parking program and have strictly been used by Pete's.

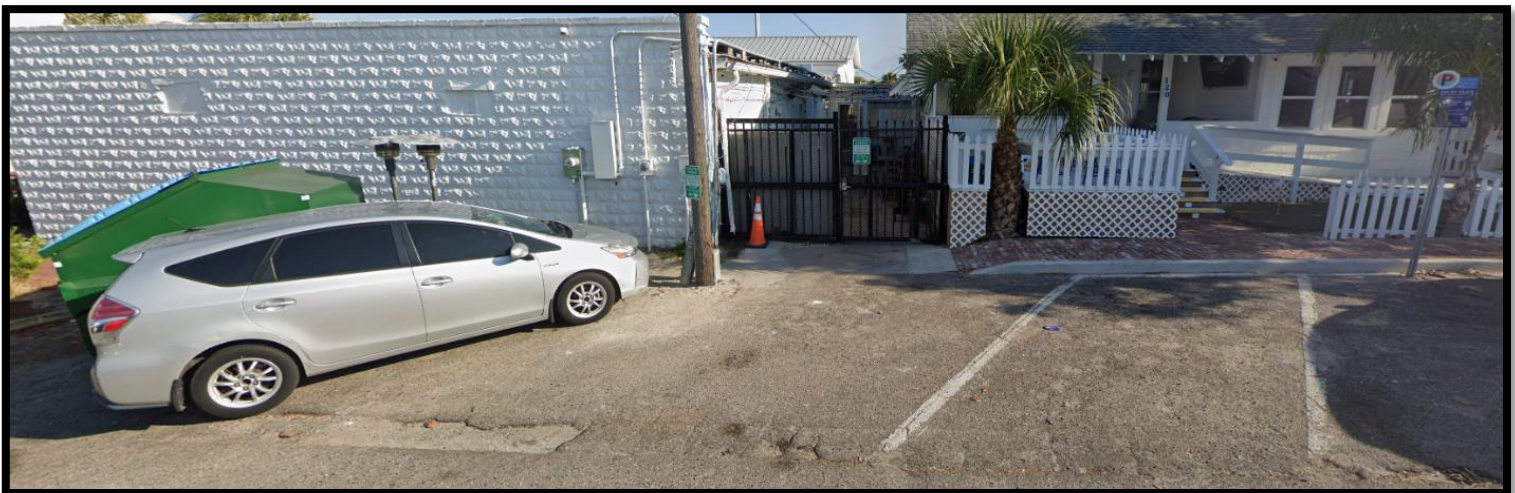


Figure 3: Google Street view of four parking space subject to V24-03 Dated May 2024

III. V24-03 FINDINGS:

1. **The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.**
 - a. **Applicant Response:** These parking spots have been used by Pete’s and only by Pete’s for decades. Taking these four spots from us takes away our dumpster and employee parking. It will require more public spaces used by our employees. Also,

*V24-03/DP24-05 Pete’s Bar Development Plan Modification and Associated Variance
September 7, 2024*

all of our vendors use these spots for parking including electricians, plumbers and roofers. We have a permit from the city to construct a dumpster corral so it's no longer a public eyesore. We have always maintained this section. The hardship will only occur to us if these spaces are removed from our use.

- b. **Staff Response:** There does not appear to be a unique hardship. The spaces are located in the City right-of-way. The area is available for public use and is not being “taken from, or removed from the use of” anyone. The City does not have a lease agreement with Pete’s to utilize these spaces for their sole use. City staff has found no evidence of a record of ownership, development agreement, easement, parcel records, or recorded property ownership documents of any kind indicating that Pete’s Bar ever owned this area.

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

- a. **Applicant Response:** These four spaces will allow a new dumpster corral and parking spaces for employees and vendors.
- b. **Staff Response:** The parcel can reasonably be used today under the current use as a bar. The building is in an existing condition. The requested parking variance is not necessary to permit use of the parcel or building.

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

- a. **Applicant Response:** It's in front of our gate entry on Lemon St. and our utility connections. These spaces have not been in the metered program. The new dumpster corral will now hide the dumpster and make it more pleasing to the public. We own the adjacent properties.
- b. **Staff Response:** The purpose of required on-site parking is to accommodate for parking demand generated by the proposed use. The variance may adversely impact adjacent and nearby properties by not providing adequate parking improvements to serve the business.

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

- a. **Applicant Response:** We're improving the space by building a new dumpster corral, at our own cost and not the city, and maintaining the upkeep of the space.
- b. **Staff Response:** It is unknown how the variance will affect property values.

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

- a. **Applicant Response:** We are in the guidelines of the ULD code.
- b. **Staff Response:** The variance request for a parking reduction and maximum is not in harmony with the general intent of the LDC.

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

- a. **Applicant Response:** Pete's has been established for 90 years and these spaces have been Pete's for decades. There has always been an agreement between Pete's and the City for the use of these spaces. Pete's granted the spaces to the City that are in front of the houses located at 110 and 120 Lemon Street. This variance is to make the agreement formal.
- b. **Staff Response:** The proposed variance request for a parking reduction and maximum allowable compact parking is created through the actions of the property owner by expanding the bar. The City does not have record of a lease agreement with Pete's for this portion of the right-of-way.

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

- a. **Applicant Response:** There is no special privileges given to Pete's as these spaces have been directly managed and operated by Pete's for decades.
- b. **Staff Response:** Granting the variance request for a parking reduction would 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. DP24-05 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 site is an existing established use and is not a new use. The property is located in the Central Business District. The deck area was previously asphalted and dirt/gravel and used for storage, outdoor seating and smoking. The deck is a controlled area with a gate. The site accessibility will remain the same.

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

Staff Response:

Concurrency:

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

School: Not applicable

Drainage: No new additional hard surfaces area will be added. The wood slatted deck is pervious to rain.

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 is an existing established use and is not a new use. The property is located in the Central Business District. The use complies with density and lot coverage. The deck area was previously asphalted and dirt/gravel and used for storage, outdoor seating and smoking. The deck is a controlled area with a gate. The site accessibility will remain the same.

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

Staff Response: The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District. Restaurants and Bars with outdoor seating are permitted in this district.

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

Staff Response: The existing building has previously been used for a bar and it has a current building permit for interior renovations. The applicant must obtain an exterior remodeling permit and Development Order for the outdoor improvements. The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District. Restaurants and Bars with outdoor seating are permitted in this

district. The applicant will mitigate the parking space deficiency with a “Payment in-lieu of providing off-street parking.”

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

Staff Response: The 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: None. The applicant must obtain a Development Order approval, complete the related submitted remodeling building permit, and successfully receive a certificate of occupancy for the subject improvements.

Staff Recommendation

Staff recommends approval of the development plan modification DP24-05 request for Pete’s Bar at 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). Staff recommends approval of the request to modify DP23-01 to reduce the approved new seating from 117 new seats to 82 new seats.

Staff recommends denial of V24-03 from Table 27-540-1 “Off-Street Parking Requirements” to permit a reduction in the required number of new parking spaces from 19 total parking spaces to 15 total required parking spaces.

Staff recommends approval the DP24-05 with the following conditions:

- 1) The applicant shall mitigate the 12 parking space deficiency with a “Payment in-lieu of providing off-street parking.”
- 2) The developer shall submit a Final Development Plan, as defined in this Code, for review by the City Council.
- 3) The applicant shall obtain a Development Order approval.
- 4) The applicant shall complete the related submitted remodeling building permit.
- 5) The applicant shall receive a certificate of occupancy for the subject building permit improvements.

APPLICATION FOR DEVELOPMENT PLAN REVIEW



TO THE CITY OF NEPTUNE BEACH BUILDING DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 FAX: 270-2432
CDD@NBFL.US

APPLICATION FEE: \$300 Residentially Zone Property
\$500 Commercially Zone Property plus \$.005 (1/2 cent) for each square foot of land
or \$1500 whichever is greater

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 corporation 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 & Mailing address of Owner of Record: _____ _____ _____ Contact phone #_____ e-mail address_____		Property Address: _____ _____ _____ Real Estate ID #_____ Lot____ Block____ Subdivision_____ Zoning District: _____
Name and Address of Agent/Applicant: _____ _____ _____		Telephone #:-_____ Email: _____
Describe Request being made: _____ _____		
<u>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.</u>		

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT FOR THE OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR DEVELOPMENT REVIEW AS REQUESTED.

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.

_____ is hereby authorized TO ACT ON BEHALF OF _____, 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 a development review:

☒ Development Order	☐ Special Exception
☐ Rezoning	☐ Comp Plan Amendment
☐ Replat	☐ Concurrency
☐ Appeal	☐ Other/Tree Champion or Heritage Tree Removal

BY:

Signature of Owner

Print Name

Signature of Owner

Print Name

State of Florida

County of Duval

Signed and sworn before me on this 5th day of Sept, 2024.

By

Shahab Derazi

Identification verified: Personally Known Oath sworn: Yes No

Notary Signature

My Commission expires: 5/7/25



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

For a complete list of requirements see Article III, Chapter 27 of the Code of Ordinances

Commonly required items needed for development reviews.

- | | |
|---|--|
| ☐ Site Plan | ☐ Floor Plan |
| ☐ Elevations (all four sides) | ☐ Survey of property (dated within one year)
For replat must submit existing and propose surveys |
| ☐ Landscape Plan/Exiting Tree Survey | ☐ Parking Plan |
| ☐ Impervious Surface Calculations | ☐ Stormwater and drainage plan |
| ☐ Light Plan (exterior only) | ☐ Wetland Buffer |
| ☐ Signage Plan | ☐ Utility Plan with existing and/or proposed easements |

DISCLAIMER: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations, 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.

APPLICATION FOR ZONING VARIANCE



TO THE CITY OF NEPTUNE BEACH COMMUNITY DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 Email: **CDD@NBFL.US**

IMPORTANT NOTE: THE COMMUNITY DEVELOPMENT BOARD, IN CONSIDERING YOUR PETITION, IS ACTING IN A QUASI-JUDICIAL CAPACITY AND ANY DISCUSSION WITH MEMBERS, OTHER THAN AT A PUBLIC MEETING IS PROHIBITED AND ANY SUCH CONTACT MAY VOID YOUR PETITION.

Date Filed:	Zoning District: CBD	Real Estate Parcel Number: 172782-0000
Name & Address of Owner of Record: _____ Pierre's LLC _____ _____ 500 3rd St S Jax Bch, FL 32250 _____ Contact phone number# _____ 904-588-4538 _____ e-mail address _____ deraz12@gmail.com _____		Property Address: _____ 117 1st St _____ _____ Neptune Beach, FL 32266 _____ Number of units on property _____ 2 _____ Have any previous applications for variance been filed concerning this property? _____ Yes _____ If Yes, Give Date: _____ 7/23 _____
Section 27-15 of the Unified Land Development Code (ULDC) defines a variance as follows: <i>Grant of relief authorized by the board of appeals, or the city council upon recommendation by the planning and development review board, that relaxes specified provisions of the Code which will not be contrary to the public interest and that meets the requirements set forth in article III, division 8 of this Code.</i>		
1. Explain the proposed relief being sought from the code(s): Pete's is requesting the 4 parking spots in front of the gate on Lemon st that has in their possession for decades and holds the dumpster.		
2. Explain the purpose of the variance (if granted)? Petes has maintained and used the space since 1933. These spaces are used for employee parking, vendor parking and our dumpster. They are not in the metered parking program and they have always been used for Pete's solely. These spaces are located in front of our Gate and utility connections.		
3. Based on the required findings needed to issue a variance in Section 27-147 explain the following (attach additional sheets as necessary):		

A. How does your property have unique and peculiar circumstances, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and not shared by other property owners. The hardship cannot be created by or be the result of the property owner's own action.

These parking spots have been used by Pete's and only Pete's for decades. Taking these 4 spaces from us, takes away our dumpster and employee parking. It will require more public spaces used by our employees. Also, all our vendors use these spots for parking i.e. electricians, plumbers, roofers. We have a permit from the city to construct a dumpster corral so it's no longer a public eye sore. We have always maintain this section. The hardship will only occur to us if these spaces are removed for our use.

B. How is the proposed variance the minimum necessary to allow reasonable use of the property?

These 4 spaces will allow a new dumpster corral and parking spaces for our employees and vendors.

C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general.

It's in front of our gate entry on Lemon St and our utility connections. These spaces have not been in the metered program. The new dumpster corral will now hide the dumpster and make it more pleasing to the public. We own the adjacent properties.

D. Indicate how the proposed variance will not diminish property values nor alter the character of the area.

We're improving the space by building a new dumpster corral (at our cost and not the city) and maintaining the up keep of the space.

E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code.

We are in guidelines of the ULD code.

F. Explain how the need for the proposed variance has not been created by you or the developer?

Pete's has been established for 90 years and these spaces have been used by Pete's for decades. There has always been an agreement between Pete's and the City for the use of the spaces. Pete's granted the spaces to the city that are in front of the houses located at 110 and 120 Lemon Street. This variance is to make the agreement formal.

G. Indicate how granting of the proposed variance will not confer upon you any special privileges that is denied by the code to other lands, buildings or structures in the same zoning district.

There is no special privileges given to Pete's as these spaces have been directly managed and operated by Pete's for decades.

4. Required Attachments -Applicant must include the following: (INCOMPLETE PACKAGES WILL BE RETURNED)
A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. WHICH HAS NOT BEEN REDUCED.
B. Survey of the property certified by licensed surveyor and dated within one year of application date. SURVEY MUST BE ORIGINAL SIZE AND CAN NOT BEEN REDUCED.
C. Copy of Deed
D. Pictures of the property as it currently exists
5. Letter of authorization for agent to make application (Required only if not made by owner)
6. NON-REFUNDABLE FEE: \$500.00 (Residentially zoning property) / \$1000.00 (Commercially Zoned Property)

NO APPLICATION WILL BE ACCEPTED UNTIL ALL THE REQUESTED INFORMATION HAS BEEN SUPPLIED AND THE REQUIRED FEE HAS BEEN PAID. THE ACCEPTANCE OF AN APPLICATION DOES NOT GUARANTEE ITS APPROVAL BY THE COMMUNITY DEVELOPMENT BOARD. THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETING.

***If a residential zoning variance is granted, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals.**

***If a commercially zoned variance is granted by council, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals.**

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT FOR THE OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A ZONING VARIANCE AS REQUESTED.

NAME (S) OF PROPERTY OWNER (S)

Shahab Deraz

ADDRESS OF PROPERTY OWNER

NAME OF AUTHORIZED AGENT

ADDRESS OF AUTHORIZED AGENT

 _____

SIGNATURE OF OWNER OR AUTHORIZED AGENT:

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.

_____ is hereby authorized TO ACT ON BEHALF OF _____, 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 a variance:

BY: _____

Signature of Owner

Print Name

Signature of Owner

Print Name

Daytime Telephone Number

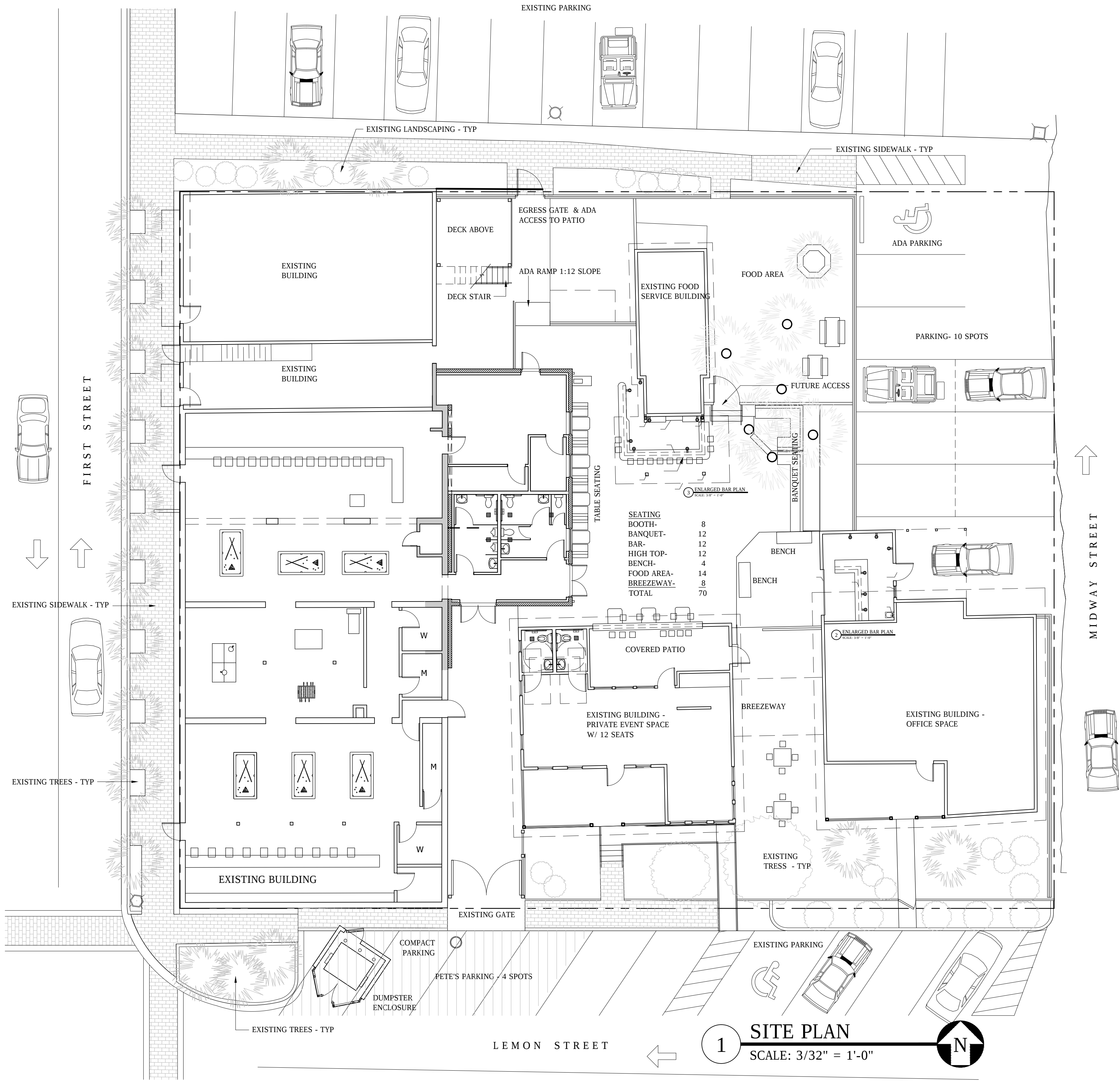
State of Florida

County of _____

Signed and sworn before me on this _____ day _____ of 2024.

By _____

Identification verified: _____ Oath sworn: ☐ Yes ☐ No



1 SITE PLAN
SCALE: 3/32" = 1'-0"

NOT ISSUED FOR PERMIT OR CONSTRUCTION

PETE'S COMPOUND

D COOP
ARCHITECTURAL
DESIGN

DESIGN/COOPERATIVE, LLC
1032 HENDRICKS AVENUE
JACKSONVILLE, FL 32207
TEL / (904) 290-1032
FAX / (904) 592-5892
www.dcoop.com
FL/AA26001646

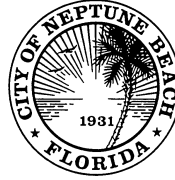
CLIENT
AUSTIN TOWERY

LOCATION
117 First Street Neptune Beach

DATE: 8.21.2024

PROJECT NO: 21025

SITE PLAN
A001



MINUTES
COMMUNITY DEVELOPMENT BOARD
SEPTEMBER 11, 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 September 11, 2024 at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

Greg Schwarzenberger, Chair
Rene Atayan, Vice-Chair
Corrine Bylund, Member
Charley Miller, Member
Tony Mazzola, Member
Jonathan Raiti, Member
Lynda Padtra Alternate Member

The following staff members were present:

Heather Whitmore, Community Development Director
Paul Waters, City Attorney
Piper Turner, Code Compliance Supervisor

Pledge

Pledge of Allegiance.

**Call to Order/Roll
Call**

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

Approval of Minutes

Approval of the May 8, 2024 minutes.

The members discussed the minutes and suggested that changes to be made. Due to the cases that were discussed at the May 8, 2024 meeting the City will be having a transcript made of the Community Development Board meeting. The members agreed that it would be best to table the approval of this meeting until the transcript could be included.

Made by Atayan, seconded by Raiti.

MOTION: TO TABLE THE APPROVAL THE MAY 8, 2024 MINUTES UNTIL THE TRANSCRIPT OF THE HAS BEEN COMPLETED.

APPROVED BY CONSENSUS.

Ex Parte
communication

Member Bylund stated that she would be abstaining because she was running for office and had received a donation from the applicant prior to this submitted. Member Atayan stated that she toured the property including the dumpster and parking areas. All members were familiar with the properties.

Swearing in

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

Variance V24-03
and
Development
Review
DP24-05
Pierre's, LLC
117 First, 110
& 120 Lemon St

V24-03 Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Pierre's LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The applicant requests a variance from Table 27-540-1 "Off-Street Parking Requirements" to permit a four-parking space reduction in the required number of new parking spaces to a serve a 152-seat bar from 19 total required parking spaces to 15 total required parking spaces.

DP24-05 Application for Development Plan Modification as outlined in Chapter 27 Article II Division 2 Section 27-81 of the Unified Land Development Code of Neptune Beach for Pierre's LLC for the properties known as 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The request is to modify the DP23-01 approval of a ground level deck structure with outdoor seating, bar and event space to reduce the seating from 117 new seats to 82 new seats.

Heather Whitmore, Community Development Director, went over the staff report.

BACKGROUND: A development plan modification request has been submitted for the properties known as Pete's Bar at 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). The request is to modify the previous DP23-01 approval of a ground level deck structure with outdoor seating, bar and event space to reduce the approved seating from 117 new seats to 82 new seats.

DP24-05 includes a concurrent review of associated variance V24-03 from Table 27 540-1 "Off-Street Parking Requirements" to permit a reduction in the required number of new parking spaces to a serve a 152-seat bar from 19 total required parking spaces to 15 total required parking spaces.

The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District. Restaurants and Bars with outdoor seating are permitted in this district. The building was built in 1931, and Pete's Bar was established in 1933.



The existing building is 3,956 square feet with 70 seats located inside and on the western smoking patio. The 2023 DP23-01 development plan approval permitted a 1,700 square foot deck addition, outdoor bar, and event space with 117 new seats, bringing the site total seat count to 187 seats.

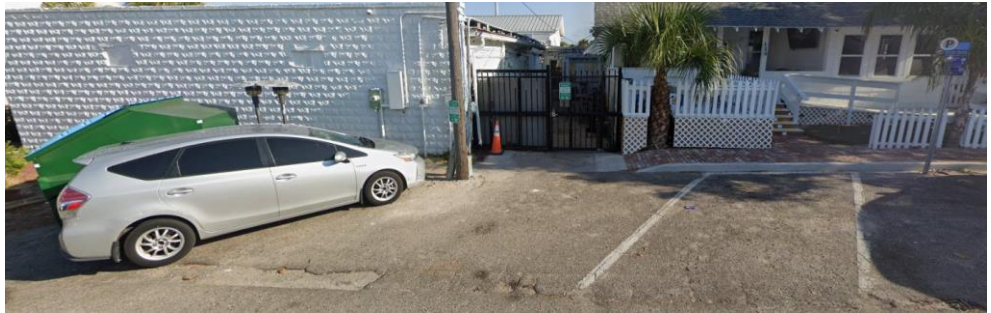
At the time of the 2023 approval, the site had five parking spaces including two handicap spaces. Section 27-540 "Parking Requirements" requires 1 parking space per 4 seats for restaurants and bars. Section 27-540 (1) permits a 50% parking reduction for uses located in CBD. The 2023 approval of 187 seats required 24 total parking spaces $((187/4) \times 50\% = 24)$. The site had five parking spaces, therefore the development approval required the addition of 19 parking spaces $(24 - 5 = 19)$. The site requires 1 bicycle space, and 3 are provided. The site's five parking spaces was 19 spaces short of the required 24 spaces.

Upon conditional approval of DP23-01 by the City Council, the applicant agreed to mitigate the 19-parking space deficiency with a "Payment in-lieu of providing off-street parking." LDC Section 27-541 "Payment in-lieu of providing off-street parking in the Central Business District" establishes a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. The purpose of the "Payment in-lieu of providing off-street parking" program is to fund the capital costs associated with new, upgraded, or expanded off-street parking areas serving land uses within the Central Business District.

As stated, DP24-05 includes a concurrent review of associated variance V24-03 from Table 27-540-1 "Off-Street Parking Requirements" to permit a four-parking space reduction in the required number of new parking spaces from 19 total required parking spaces to 15 total required parking spaces. With the seven spaces shown onsite, the applicant is requesting that they be required to mitigate an eight-parking space deficiency, rather than a 12-parking space deficiency.

The purpose of associated variance V24-03 to permit a four-parking space reduction is to account for four parking spaces in the Lemon Street right-of-way that the applicant states have been in the sole possession of Pete's Bar for decades. The "four" parking space area is shown in hatched overlay on the attached Development Plan and includes a dumpster and three parking spaces.

The applicant states that Pete's has maintained and used the area since 1933. The applicant states that the spaces are used for employee parking, vendor parking and a private dumpster. The applicant states that the spaces are not a part of the metered parking program and have strictly been used by Pete's.



III. V24-03 FINDINGS:

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

a. Applicant Response: These parking spots have been used by Pete's and only by Pete's for decades. Taking these four spots from us takes away our dumpster and employee parking. It will require more public spaces used by our employees. Also, all of our vendors use these spots for parking including electricians, plumbers and roofers. We have a permit from the city to construct a dumpster corral so it's no longer a public eyesore. We have always maintained this section. The hardship will only occur to us if these spaces are removed from our use.

b. Staff Response: There does not appear to be a unique hardship. The spaces are located in the City right-of-way. The area is available for public use and is not being "taken from or removed from the use of" anyone. The City does not have a

lease agreement with Pete's to utilize these spaces for their sole use. City staff has found no evidence of a record of ownership, development agreement, easement, parcel records, or recorded property ownership documents of any kind indicating that Pete's Bar ever owned this area.

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

a. Applicant Response: These four spaces will allow a new dumpster corral and parking spaces for employees and vendors.

b. Staff Response: The parcel can reasonably be used today under the current use as a bar. The building is an existing condition. The requested parking variance is not necessary to permit use of the parcel or building.

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

a. Applicant Response: It's in front of our gate entry on Lemon St. and our utility connections. These spaces have not been in the metered program. The new dumpster corral will now hide the dumpster and make it more pleasing to the public. We own the adjacent properties.

b. Staff Response: The purpose of required on-site parking is to accommodate for parking demand generated by the proposed use. The variance may adversely impact adjacent and nearby properties by not providing adequate parking improvements to serve the business.

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

a. Applicant Response: We're improving the space by building a new dumpster corral, at our own cost and not the city, and maintaining the upkeep of the space.

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

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

a. Applicant Response: We are in the guidelines of the ULD code.

b. Staff Response: The variance request for a parking reduction and maximum is not in harmony with the general intent of the LDC.

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

a. Applicant Response: Pete's has been established for 90 years and these spaces have been Pete's for decades. There has always been an agreement between Pete's and the City for the use of these spaces. Pete's granted the

spaces to the City that are in front of the houses located at 110 and 120 Lemon Street. This variance is to make the agreement formal.

b. Staff Response: The proposed variance request for a parking reduction and maximum allowable compact parking is created through the actions of the property owner by expanding the bar. The City does not have record of a lease agreement with Pete's for this portion of the right-of-way.

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

a. Applicant Response: There is no special privileges given to Pete's as these spaces have been directly managed and operated by Pete's for decades.

b. Staff Response: Granting the variance request for a parking reduction would 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. DP24-05 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 site is an existing established use and is not a new use. The property is located in the Central Business District. The deck area was previously asphalted and dirt/gravel and used for storage, outdoor seating and smoking. The deck is a controlled area with a gate. The site accessibility will remain the same.

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

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

School: Not applicable

Drainage: No new additional hard surfaces area will be added. The wood slatted deck is pervious to rain.

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 is an existing established use and is not a new use. The property is located in the Central Business District. The use complies with density and lot coverage. The deck area was previously asphalted and dirt/gravel and used for storage, outdoor seating and smoking. The deck is a controlled area with a gate. The site accessibility will remain the same.

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

Staff Response: The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District. Restaurants and Bars with outdoor seating are permitted in this district.

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

Staff Response: The existing building has previously been used for a bar and it has a current building permit for interior renovations. The applicant must obtain an exterior remodeling permit and Development Order for the outdoor improvements. The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District. Restaurants and Bars with outdoor seating are permitted in this district. The applicant will mitigate the parking space deficiency with a "Payment in-lieu of providing off-street parking."

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

Staff Response: The 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: None. The applicant must obtain a Development Order approval, complete the related submitted remodeling building permit, and successfully receive a certificate of occupancy for the subject improvements.

Staff Recommendation

Staff recommends approval of the development plan modification DP24-05 request for Pete's Bar at 117 First Street, 120 & 110 Lemon Street (RE# 172782-0000, 172783-0000 & 172784-0000). Staff recommends approval of the request to modify DP23-01 to reduce the approved new seating from 117 new seats to 82 new seats.

Staff recommends denial of V24-03 from Table 27-540-1 "Off-Street Parking Requirements" to permit a reduction in the required number of new parking spaces from 19 total parking spaces to 15 total required parking spaces.

Staff recommends approval the DP24-05 with the following conditions:

- 1) The applicant shall mitigate the 12-parking space deficiency with a "Payment in-lieu of providing off-street parking."
- 2) The developer shall submit a Final Development Plan, as defined in this Code, for review by the City Council.
- 3) The applicant shall obtain a Development Order approval.
- 4) The applicant shall complete the related submitted remodeling building permit.
- 5) The applicant shall receive a certificate of occupancy for the subject building permit improvements.

APPLICATION FOR DEVELOPMENT PLAN REVIEW

TO THE CITY OF NEPTUNE BEACH BUILDING DEPARTMENT
 116 FIRST STREET
 NEPTUNE BEACH, FLORIDA 32266-6140
 PH: 270-2400 Ext 34 FAX: 270-2432
 CDD@NBFL.US



APPLICATION FEE: \$300 Residentially Zone Property
\$500 Commercially Zone Property plus \$.005 (1/2 cent) for each square foot of land
or \$1500 whichever is greater

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 corporation 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 & Mailing address of Owner of Record:	Property Address:	117 1st St Neptune Beach, FL 32266 Real Estate ID # 172782-0000 Lot 1 Block 24 Subdivision 03151 Zoning District: CBD
Pierre's LLC 500 3rd St S Jax Bch, FL 32250 Contact phone # 904-588-4538 e-mail address deraz12@gmail.com		
Name and Address of Agent/Applicant:	Telephone #- 904-588-4538 Email: deraz12@gmail.com	
Shabah Derazi 500 3rd St S Jax Bch FL 32250		
Describe Request being made:		
Outdoor Bar		
<u>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.</u>		

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT FOR THE OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR DEVELOPMENT REVIEW AS REQUESTED.

A. How does your property have unique and peculiar circumstances, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and not shared by other property owners. The hardship cannot be created by or be the result of the property owner's own action.

These parking spots have been used by Pete's and only Pete's for decades. Taking these 4 spaces from us, takes away our dumpster and employee parking. It will require more public spaces used by our employees. Also, all our vendors use these spots for parking i.e. electricians, plumbers, roofers. We have a permit from the city to construct a dumpster corral so it's no longer a public eye sore. We have always maintain this section. The hardship will only occur to us if these spaces are removed for our use.

B. How is the proposed variance the minimum necessary to allow reasonable use of the property?

These 4 spaces will allow a new dumpster corral and parking spaces for our employees and vendors.

C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general.

It's in front of our gate entry on Lemon St and our utility connections. These spaces have not been in the metered program. The new dumpster corral will now hide the dumpster and make it more pleasing to the public. We own the adjacent properties.

D. Indicate how the proposed variance will not diminish property values nor alter the character of the area.

We're improving the space by building a new dumpster corral (at our cost and not the city) and maintaining the up keep of the space.

E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code.

We are in guidelines of the ULD code.

F. Explain how the need for the proposed variance has not been created by you or the developer?

Pete's has been established for 90 years and these spaces have been used by Pete's for decades. There has always been an agreement between Pete's and the City for the use of the spaces. Pete's granted the spaces to the city that are in front of the houses located at 110 and 120 Lemon Street. This variance is to make the agreement formal.

G. Indicate how granting of the proposed variance will not confer upon you any special privileges that is denied by the code to other lands, buildings or structures in the same zoning district.

There is no special privileges given to Pete's as these spaces have been directly managed and operated by Pete's for decades.

4. Required Attachments- Applicant must include the following: (INCOMPLETE PACKAGES WILL BE RETURNED) A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. WHICH HAS NOT BEEN REDUCED. B. Survey of the property certified by licensed surveyor and dated within one year of application date. SURVEY MUST BE ORIGINAL SIZE AND CAN NOT BEEN REDUCED. C. Copy of Deed D. Pictures of the property as it currently exists 5. Letter of authorization for agent to make application (Required only if not made by owner) 6. NON-REFUNDABLE FEE: \$500.00 (Residentially zoning property) / \$1000.00 (Commercially Zoned Property)
--

NO APPLICATION WILL BE ACCEPTED UNTIL ALL THE REQUESTED INFORMATION HAS BEEN SUPPLIED AND THE REQUIRED FEE HAS BEEN PAID. THE ACCEPTANCE OF AN APPLICATION DOES NOT GUARANTEE ITS APPROVAL BY THE COMMUNITY DEVELOPMENT BOARD. THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETING.

"If a residential zoning variance is granted, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals.
"If a commercially zoned variance is granted by council, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT FOR THE OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A ZONING VARIANCE AS REQUESTED.

NAME (S) OF PROPERTY OWNER (S)

Shahab Derazi

ADDRESS OF PROPERTY OWNER

NAME OF AUTHORIZED AGENT

ADDRESS OF AUTHORIZED AGENT

3

Shahab Derazi, agent for owner, addressed the board. He stated that they make sure that all their employees parked on their properties facing Midway or Lemon. The plan is to add a dumpster enclosure for the existing dumpster that currently sits on two City parking spaces on Lemon Street. The dumpster has been there for many years. Trying to make improvement to the area.

Robert Tilka, property owner, talked about the history of how Lemon Street was widened many years ago. According to the family of the original owner's of Pete's bar, this widening took part of the front yards from the houses facing Lemon Street. On Lemon St there is a large swinging gate that goes north behind Pete's, the plan is to put pavers in that area. The two spaces east of the dumpster will be used by Pete's employees, as they have done for many years.

Mr. Tilka stated that they had looked into the historical designation, however after talking with the state it was determined that it would place a restriction on what could be done to the property.

They will be removing non-permanent seats. This includes the seats around the outside bar, most people prefer to stand. By modifying the number of seating would reduce number of required parking spaces needed.

The transformation is very needed while keeping the character

The permit for the dumpster enclosure also includes redoing and expanding the brick walkway running along the south side of Pete's. He would rather have \$50000 that would go for the spaces under the dumpster for improvement of the City's right of way then for it to go to the pay-in-lieu fund.

Questions from the Board:

Mr. Mazzola to staff: Are there any other private use of public parking? Yes, the Monahan Building on Kings Circle South leases two parking spaces from the City.

Mrs. Atayan: Is there any loading zones in the CBD? The parking lot behind City Hall is used as a loading zone.

Mr. Raiti asked about the history of the dumpster? The dumpster has been on the corner for a very long time.

The floor was opened for public comments. There being none, the public hearing was closed.

Board Discussion:

Mrs. Atayan: Are they using the 4 spaces to reduce the amount of money they would owe for parking. Yes.

Mr. Mazzola: Going forward, will those spaces be part of the pay for parking program?

Ms. Padtra: Is in favor of giving them credit for the spaces but not the ownership of them.

Mr. Miller: It comes down to the money. Either pay for all 4 or whatever the City decides.

Mr. Mazzola: Struggles with applying the code concerning hardship.

Mr. Raiti: Pete's is somewhat unique. Dumpster does not have a shared area like other businesses in the CBD.

Chair Schwarzenberger: Will this be the first business to pay into the parking in lieu fund? Yes

Made by Schwarzenberger, seconded by Atayan.

MOTION: TO APPROVE V24-03 VARIANCE FOR TABLE 27-540-1 TO PERMIT A REDUCTION FROM 19 TO 15 TOTAL PARKING SPACES WITH NO CONDITIONS.

Roll Call Vote:

Ayes: 2-Atayan, Schwarzenberger

Noes: 4-Padtra, Raiti, Miller, Mazzola

Abstained: 1-Bylund

MOTION FAILED.

Made by Raiti, seconded by Padtra.

MOTION: TO RECOMMEND THE APPROVAL V24-03 VARIANCE THE REDUCTION OF PARKING SPACES FROM 19 TO 17.

Roll Call Vote:

Ayes: 4-Padtra, Raiti Atayan, Schwartzenberger

Noes: 2-, Miller, Mazzola

Abstained: 1-Bylund

MOTION CARRIED

FINDING OF FACTS:

UNIQUE THAT IT IS AN ISOLATED DEVELOPMENT AREA IN THE CDB AND NO OTHER PLACE FOR THE DUMPSTER. THE PROPERTY IS EXISTING AND THE DUMPSTER HAS BE SITTING ON THE TWO PARKING SPACED PRIOR TO THE PAID FOR PARK PROGRAM. TWO PARKING SPACES IS THE MINIMUM SPACE REQUIRED BASED ON STAFF ASSESSMENT.

Made by Atayan, seconded by Schwartzenberger

MOTION: TO RECOMMEND APPROVAL OF DP24-05, REQUEST FOR THE 1700 SQUARE FOOT GROUND LEVEL DECK, OUTDOOR BAR AND EVENT SPACE AND EVENT SPACE FOR PETE'S BAR TO MODIFY DP23-01 TO REDUCE THE APPROVED NEW SEATING FROM 117 SEATS TO 82 SEATS AND SUBJECT TO WITH THE FOLLOWING CONDITIONS:

1-THE APPLICANT SHALL MITIGATE THE 10 PARKING SPACE DEFICIENCY WITH A PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING. PLEASE REFERENCE V24-03 TO BE CONSISTANT WITH THE RECOMMENDED PRIOR VARIANCE REFERENCE IN THE MINUTES.

2-THE APPLICANT SHALL SUBMIT A FINAL DEVELOPMENT PLAN, AS DEFINED BY THE CODE FOR REVIEW BY CITY COUNCIL.

3-THE APPLICANT SHALL OBTAIN DEVELOPMENT ORDER APPROVAL.

4-THE APPLICANT SHALL COMPLETE THE RELATED SUBMITTED REMODILING BUILDING PERMIT.

5-THE APPLICANT SHALL RECEIVE A CERTIFICATE OF OCCUPANCY FOR THE SUBJECT BUILDING PERMIT IMPROVEMENTS.

Roll Call Vote:

Ayes: 6-Padtra, Raiti, Miller, Mazzola Atayan, Schwartzberger

Noes: 0

Abstained: 1-Bylund

MOTION CARRIED

Board discussion: Add discussion of the non-conforming code section to next month's agenda. The historical committee will bring items to the next agenda to be discussed among the full board.

THE MEETING WAS ADJOURNED AT 8:00 PM.

Greg Schwartzberger, Chairperson

ATTEST:

Piper Turner, Board Secretary

COMMUNITY DEVELOPMENT BOARD RESOLUTION 2024-01

RESOLUTION OF THE COMMUNITY DEVELOPMENT BOARD OF THE CITY OF NEPTUNE BEACH, FLORIDA RECOMMENDING APPROVING THE APPLICATION OF PIERRE’S LLC KNOWN AS “PETE’S BAR” 117 FIRST STREET, 120 & 110 LEMON STREET (RE# 172782-0000, 172783-0000 & 172784-0000) FOR VARIANCE FROM TABLE 27-540-1 “OFF-STREET PARKING REQUIREMENTS” TO PERMIT A FOUR PARKING SPACE REDUCTION IN THE REQUIRED NUMBER OF NEW PARKING SPACES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach’s Community Development (CDB) is created by Chapter 27, Article II, Division 1, City of Neptune Beach Code of Ordinances and in accordance with the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes, the CDB is hereby designated as the local planning agency; and

WHEREAS, the CDB is statutorily responsible under Chapter 163 Florida Statutes and Section 27-39 of the City of Neptune Beach’s Land Development Code (LDC) for carrying out the functions of a local planning agency including, without limitation, conducting public hearings, gathering information necessary for the drafting, establishment, amendment, and maintenance of the various elements of the comprehensive plan and provisions of this Code; and,

WHEREAS, Section 27-39 of the City of Neptune Beach’s LDC grants the CDB authority to make recommendations to the City Council for certain matters; and,

WHEREAS, following proper notice and as required under the LDC and Florida Law. the CDB conducted a public hearing on **September 11, 2024** to consider an application for **variance from Table 27-540-1 “Off-Street Parking Requirements” to permit a four parking space reduction in the required number of new parking spaces** submitted by **Pete’s Bar**, which is hereby adopted and incorporated herein and made a part hereof by reference (Application).

NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT BOARD, that the CDB makes the following recommended order:

Section 1. Recitals. The above Recitals are hereby approved and adopted by the CDB.

Section 2. Order. After public hearing, Board deliberation and consideration of the Application, agenda materials and testimony; it is **HEREBY RECOMMENDED BY THE CDB** that the Application is **GRANTED IN PART WITH THE FOLLOWING SPECIAL CONDITIONS**:

Condition #1: permit a two parking space reduction in the required number of new parking spaces

Section 3. Findings of Fact and Conclusions are Law. The Findings of fact and conclusions of law, which are the basis of the CDB's **recommendation** in this matter, are found within the minutes of the meeting and in the agenda materials, which are hereby adopted and incorporated herein and made a part hereof by reference.

FINDING OF FACT #1:

PETE'S BAR IS UNIQUE IN THAT IT IS AN ISOLATED DEVELOPMENT AREA IN THE CDB AND NO OTHER PLACE FOR THE DUMPSTER

FINDING OF FACT #2:

THE PROPERTY IS EXISTING AND THE DUMPSTER HAS BE SITTING ON THE TWO PARKING SPACED PRIOR TO THE PAID FOR PARK PROGRAM. TWO PARKING SPACES IS THE MINIMUM SPACE REQUIRED.

Section 4. Conflicts and Severability. If any part of this Resolution conflicts with any local, State or Federal Law, the conflicting provision shall be stricken. The remaining provisions shall survive.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

(ADOPTION PAGE FOLLOWS)

THE FOREGOING RESOLUTION was enacted by the Community Development Board upon a motion by Board Member Made by Schwartzenger and seconded by Board Member Atayan and, upon being put to a vote, the result was as follows:

Greg Schwartzenger (Member / Chairman)	Aye
Rene Atayan (Member)	Aye
Charles Miller (Member)	No
Jonathan Raiti (Member)	Aye
William Hilton (Member)	Aye
Anthony Mazzola (Member)	No
Corrine Bylund (Member)	Abstain
Linda Padtre (Alternate)	Aye

DULY PASSED AND ADOPTED by the Community Development Board of the City of Neptune Beach, Florida, on this 11 day of September 2024.

**Community Development Board, City of
Neptune Beach, Florida**

Greg Schwartzenger, Chairman

Approved as to Form:

Vose Law Firm, City Attorney

Attest:

Piper Turner, Code Compliance Officer

Seal:

**BEFORE THE COMMUNITY DEVELOPMENT BOARD
OF THE CITY OF NEPTUNE BEACH, FLORIDA**

APPLICANT: Pierre’s LLC known as “Pete’s Bar”
PROPERTY ADDRESS: 117 First Street, 120 & 110 Lemon Street
PARCEL ID NO.: 172782-0000, 172783-0000 & 172784-0000
SUBJECT: Preliminary Development Order
CASE NO.: DP 24-05

PRELIMINARY DEVELOPMENT ORDER

This is a quasijudicial public hearing for a preliminary development order heard by the City of Neptune Beach Community Development Board (“CDB”) on the 11 day of September 2024, to approval a ground-level deck structure with outdoor seating, bar and event space with 82 new seats. Based upon the evidence and testimony presented, the Board finds as follows:

1. This Board has jurisdiction of the subject matter of this request.
2. The Applicant is the owner of real property located at 117 First Street, 120 & 110 Lemon Street, Neptune Beach, FL, which is more particularly described as 4-46 21-2S-29E .28 NEPTUNE R/P LOTS 1,2 BLK 24 and 4-46 21-2S-29E .14 NEPTUNE R/P LOT 3 BLK 24 in the Duval County Property Appraiser’s Records (the “Property”).
3. The Applicant requests approval of a 1,700 square foot ground level deck structure with outdoor seating, bar and event space with 82 new seats, including 70 seats on the outdoor deck bar areas and another 12 in the private event space.
4. The Applicant’s facility known as “Pete’s Bar “currently has 70 seats located inside and on the western smoking patio. The current proposal to add 82 seats in addition to the 70 existing will bring the overall seat count to 152.

5. Section 27-540 “Parking Requirements” requires 1 parking space per 4 seats for restaurants and bars. Section 27-540 (1) permits a 50% parking reduction for uses located in CBD. DP24-05 proposes 152 total seats, requiring 19 total parking spaces $((152/4) \times 50\% = 19)$.

6. Applicant’s facility known as “Pete’s Bar” Development Plan has seven parking spaces. The site requires 1 bicycle space, and 3 are provided. The site’s seven parking spaces is 12 spaces short of the required 19 spaces.

7. DP24-05 includes a concurrent review of associated variance V24-03 from Table 27-540-1 “Off-Street Parking Requirements” to permit a four parking space reduction in the required number of new parking spaces from 19 total required parking spaces to 15 total required parking spaces. The CDB conditionally approved V24-03 to permit a two parking space reduction in the required number of new parking spaces from 19 total required parking spaces to 17 total required parking spaces.

8. The applicant will mitigate the parking space deficiency with a “Payment in-lieu of providing off-street parking.”

9. Chapter 27 Article II Division 2 of the Unified Land Development Code of Neptune Beach 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.
- (2) Whether the concurrency requirements of article VI of this Code could be met if the development were built.

- (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.
- (4) Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.
- (5) Applicable regulations, review procedures, and submission requirements.
- (6) Concerns and desires of surrounding landowners and other persons.
- (7) Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Thereupon and in consideration thereof, it is

ORDERED AND ADJUDGED:

The requested Preliminary Development Order approval of a 1,700 square foot ground level deck structure with outdoor seating, bar and event space with 82 new seats, including 70 seats on the outdoor deck bar areas and another 12 in the private event space attached hereto and incorporated herein by reference is **GRANTED**, subject to the following express conditions:

- (1) The applicant shall mitigate the 10 parking space deficiency with a “Payment in-lieu of providing off-street parking.”
- (2) The developer shall submit a Final Development Plan, as defined in this Code, for review by the City Council.

- (3) The applicant shall obtain a Development Order approval.
- (4) The applicant shall complete the related submitted remodeling building permit.
- (5) The applicant shall receive a certificate of occupancy for the subject building permit improvements.

THE FOREGOING PRELIMINARY DEVELOPMENT ORDER was enacted by the Community Development Board upon a motion by Board Member Made by Atayan and seconded by Board Member Schwartzenger and, upon being put to a vote, the result was as follows:

Greg Schwartzenger (Member / Chairman)	Aye
Rene Atayan (Member)	Aye
Charles Miller (Member)	Aye
Jonathan Raiti (Member)	Aye
William Hilton (Member)	Aye
Anthony Mazzola (Member)	Aye
Corrine Bylund (Member)	Abstain
Linda Padtre (Alternate)	Aye

DULY PASSED AND ADOPTED by the Community Development Board of the City of Neptune Beach, Florida, on this 11 day of September 2024.

**CITY OF NEPTUNE BEACH,
COMMUNITY DEVELOPMENT BOARD**

Dated: _____

By: _____
GREG SCHWARTZENBERGER
CHAIRMAN

Copies to: Chief Building Official
Recording Secretary

**BEFORE THE CITY COUNCIL
OF THE CITY OF NEPTUNE BEACH, FLORIDA**

APPLICANT: Pierre’s LLC known as “Pete’s Bar”
PROPERTY ADDRESS: 117 First Street, 120 & 110 Lemon Street
PARCEL ID NO.: 172782-0000, 172783-0000 & 172784-0000
SUBJECT: Final Development Order
CASE NO.: DP 24-05

FINAL DEVELOPMENT ORDER

This is a quasijudicial public hearing for a preliminary development order heard by the City of Neptune Beach City Council on the 7 day of October 2024, to approval a ground-level deck structure with outdoor seating, bar and event space with 82 new seats. Based upon the evidence and testimony presented, the Council finds as follows:

1. This Council has jurisdiction of the subject matter of this request.
2. The Applicant is the owner of real property located at 117 First Street, 120 & 110 Lemon Street, Neptune Beach, FL, which is more particularly described as 4-46 21-2S-29E .28 NEPTUNE R/P LOTS 1,2 BLK 24 and 4-46 21-2S-29E .14 NEPTUNE R/P LOT 3 BLK 24 in the Duval County Property Appraiser’s Records (the “Property”).
3. The Applicant requests approval of a 1,700 square foot ground level deck structure with outdoor seating, bar and event space with 82 new seats, including 70 seats on the outdoor deck bar areas and another 12 in the private event space.
4. The Applicant’s facility known as “Pete’s Bar “currently has 70 seats located inside and on the western smoking patio. The current proposal to add 82 seats in addition to the 70 existing will bring the overall seat count to 152.

5. Section 27-540 “Parking Requirements” requires 1 parking space per 4 seats for restaurants and bars. Section 27-540 (1) permits a 50% parking reduction for uses located in CBD. DP24-05 proposes 152 total seats, requiring 19 total parking spaces $((152/4) \times 50\% = 19)$.

6. Applicant’s facility known as “Pete’s Bar” Development Plan has seven parking spaces. The site requires 1 bicycle space, and 3 are provided. The site’s seven parking spaces is 12 spaces short of the required 19 spaces.

7. DP24-05 includes a concurrent review of associated variance V24-03 from Table 27-540-1 “Off-Street Parking Requirements” to permit a four-parking space reduction in the required number of new parking spaces from 19 total required parking spaces to 15 total required parking spaces.

8. The applicant will mitigate the parking space deficiency with a “Payment in-lieu of providing off-street parking.”

9. Chapter 27 Article II Division 2 of the Unified Land Development Code of Neptune Beach 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.
- (2) Whether the concurrency requirements of article VI of this Code could be met if the development were built.
- (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.

- (4) Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.
- (5) Applicable regulations, review procedures, and submission requirements.
- (6) Concerns and desires of surrounding landowners and other persons.
- (7) Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Thereupon and in consideration thereof, it is

ORDERED AND ADJUDGED:

The requested Final Development Order approval of a 1,700 square foot ground level deck structure with outdoor seating, bar and event space with 82 new seats, including 70 seats on the outdoor deck bar areas and another 12 in the private event space attached hereto and incorporated herein by reference is **GRANTED/DENIED**, subject to the following express conditions:

- (1) The applicant shall mitigate the 12 parking space deficiency with a “Payment in-lieu of providing off-street parking.”
- (3) The applicant shall obtain a Development Order approval.
- (4) The applicant shall complete the related submitted remodeling building permit.
- (5) The applicant shall receive a certificate of occupancy for the subject building

permit improvements.

DULY PASSED AND ADOPTED by the City Council of the City of Neptune Beach,
Florida, on this ____ day of October, 2024.

**CITY OF NEPTUNE BEACH,
CITY COUNCIL**

Dated: _____

By: _____
Elaine Brown, Mayor

Copies to: Chief Building Official
Recording Secretary



**NEPTUNE BEACH CITY COUNCIL
RESOLUTION 2024-06**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA RECOMMENDING (APPROVING / DENYING) THE APPLICATION OF PIERRE’S LLC KNOWN AS “PETE’S BAR” 117 FIRST STREET, 120 & 110 LEMON STREET (RE# 172782-0000, 172783-0000 & 172784-0000) FOR VARIANCE FROM TABLE 27-540-1 “OFF-STREET PARKING REQUIREMENTS” TO PERMIT A FOUR PARKING SPACE REDUCTION IN THE REQUIRED NUMBER OF NEW PARKING SPACES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach’s Community Development Board (CDB) is created by Chapter 27, Article II, Division 1, City of Neptune Beach Code of Ordinances and in accordance with the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes, the Community Development Board is hereby designated as the local planning agency; and

WHEREAS, the Community Development Board is statutorily responsible under Chapter 163 Florida Statutes and Section 27-39 of the City of Neptune Beach’s Land Development Code (LDC) for carrying out the functions of a local planning agency including, without limitation, conducting public hearings, gathering information necessary for the drafting, establishment, amendment, and maintenance of the various elements of the comprehensive plan and provisions of this Code; and,

WHEREAS, Section 27-39 of the City of Neptune Beach’s LDC grants the Community Development Board authority to make recommendations to the City Council for certain matters; and,

WHEREAS, Section 27-141 of the City of Neptune Beach’s LDC states the City Council upon recommendation by the community development board, may grant a variance from the strict application of any provision of the Code, except provisions for permissible uses and concurrency, or residential variances otherwise decided by the Community Development Board; and

WHEREAS, Section 27-145.1 of the City of Neptune Beach’s LDC states the City Council, by way of quasi-judicial public hearing, shall approve, deny, or approve with conditions said application after consideration of the comments and recommendations of the community development board, based on the standards set forth in this division; and

WHEREAS, following proper notice and as required under the LDC and Florida Law the Community Development Board conducted a public hearing on September 11, 2024 to consider

an application for variance from Table 27-540-1 “Off-Street Parking Requirements” to permit a four parking space reduction in the required number of new parking spaces submitted by Pete’s Bar, which is hereby adopted and incorporated herein and made a part hereof by reference (Application).

WHEREAS, after public hearing, Community Development Board deliberation and consideration of the Application, agenda materials and testimony; and recommended that the Application is be GRANTED IN PART WITH THE FOLLOWING SPECIAL CONDITIONS:

Condition #1: permit a two parking space reduction in the required number of new parking spaces

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL, that the CITY COUNCIL makes the following recommended order:

Section 1. Recitals. The above Recitals are hereby approved and adopted by the CITY COUNCIL.

Section 2. Order. After public hearing, Board deliberation and consideration of the Application, agenda materials and testimony; it is HEREBY RECOMMENDED BY THE CITY COUNCIL that the Application is (DENIED IN FULL / GRANTED IN FULL / DENIED IN PART WITH THE FOLLOWING SPECIAL CONDITIONS / GRANTED IN PART WITH THE FOLLOWING SPECIAL CONDITIONS / DENIED IN PART AND GRANTED IN PART AS FOLLOWS):

Condition #1:

Section 3. Findings of Fact and Conclusions are Law. The Findings of fact and conclusions of law, which are the basis of the CITY COUNCIL’s recommendation in this matter, are found within the minutes of the meeting and in the agenda materials, which are hereby adopted and incorporated herein and made a part hereof by reference.

Finding of Fact #1:

Finding of Fact #2:

Section 4. Conflicts and Severability. If any part of this Resolution conflicts with any local, State or Federal Law, the conflicting provision shall be stricken. The remaining provisions shall survive.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

(ADOPTION PAGE FOLLOWS)

DULY PASSED AND ADOPTED by the CITY COUNCIL of the City of Neptune Beach, Florida, on this _____ day of _____ 2024.

**CITY COUNCIL, City of Neptune Beach,
Florida**

Elaine Brown, Mayor

Approved as to Form:

Vose Law Firm, City Attorney

Attest:

Catherine Ponson, City Clerk

Seal:



Agenda Item #9A
Sale of Right-of-Way

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	#9A - Contract between City of Neptune Beach and Marshpoint Properties Two, LLC, for Purchase of City Right-of-Way Along Marsh Point Road and Florida Boulevard
SUBMITTED BY:	Jean Bakkes, CEO, Sky Enterprises
DATE:	October 1, 2024
BACKGROUND:	Mr. Jean Bakkes first approached the City regarding purchasing a portion of right-of-way adjacent to Kings Circle S. in June, 2022. The purchase of the right-of-way was discussed at the November 29, 2022, September 5, 2023, and November 6, 2023, Council meetings. At the November 6, 2023 meeting, it was decided that City Attorney Zach Roth would draft a contract for Council review. The contract contains restrictive covenants discussed at that meeting.
RECOMMENDATION:	Consider Approval of the Contract for the Sale of the Right-of-Way Property
ATTACHMENT:	Contract for Sale and Purchase

CONTRACT FOR SALE AND PURCHASE

I. PARTIES. This Contract is made as of the "Effective Date" defined in Section XIII by and between **City of Neptune Beach** ("Seller") and **Marshpoint Properties Two LLC** ("Buyer"). For good and valuable consideration paid and received, Seller agrees to sell and Buyer agrees to buy the lands and personal property described below pursuant to the terms and conditions of this *Contract for Sale and Purchase* including the all riders, addenda, and exhibits (the "Contract").

Buyer **may not** assign Buyer's rights under this Contract.

II. PROPERTY. The property that is being purchased and sold under this Contract includes the below-described lands, fixtures, and improvements (the "Property"):

A. The Property: ☒ is located in **Duval County, Florida.**

☒ has the legal description **described on Exhibit "A".**

The Property also includes (i) strips or gores, if any, between any of said lands and/or any abutting properties; and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the specifically described lands (the "Additional Real Property").

III. PURCHASE PRICE. The total "Purchase Price" for the Property is payable as follows:

A. Intentionally Deleted.

B. Intentionally Deleted.

C. Intentionally Deleted.

D. Balance due at Closing (subject to adjustment for costs and prorations).....**\$70,000.00**

E. Total Purchase Price.....**\$70,000.00**

IV. FINANCING:

A. ☒ Cash. This is a cash transaction. Buyer may still finance the acquisition through a mortgage loan, (the "Loan") through a third-party lender (the "Lender") but there is no contingency for financing and Buyer will be required to close regardless of whether the Loan is approved or funded.

B. ☐ Intentionally Deleted.

C. ☐ Intentionally Deleted.

V. CLOSING COSTS.

A. Standard Costs. The parties agree that Closing costs shall be paid as follows:

Boundary Survey	Buyer	Brokerage Commission	Buyer
Environmental Audit & Inspection	Buyer	of the Purchase Price OR	
Documentary Stamp Tax for Loan	Buyer	Title Abstract/Title Search Fee	Buyer
Intangible Tax for Loan	Buyer	Title Examination / Title Commitment	Buyer
Mortgagee Title Insurance Policy & Endorsements	Buyer	Fee Title Insurance Policy	Buyer
Recording Fees	Buyer	Documentary Stamp Tax for Deed	Buyer
.....	Buyer	Closing Agent's Fees & Costs	Buyer

Special provisions regarding Closing costs: **Buyer to pay any and all closing costs whatsoever.**

B. Tax Prorations & Credits. As the Property is currently within the right of way, no real estate taxes are assessed against it. Accordingly, there shall be no prorations of any kind on the settlement statement.

C. Intentionally Deleted.

D. Closing Statement. All Closing costs, including the brokerage commission, shall be paid at or before Closing.

VI. REAL ESTATE BROKERAGE. Seller and Buyer acknowledge that transaction was procured by the real estate brokers (the "Broker") identified below:

NONE

If there is more than one party identified as the Broker, the commission shall be split as follows: **Split evenly.** Buyer agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense paid or incurred by Seller by reason of any claim of any broker's, finder's or other fee in connection with this transaction by any party —other than the Broker— claiming by, through or under Buyer.

VII. PROPERTY CONDITION.

A. **Buyer Waiver of Claims.** Buyer waives any claims against Seller for any defects or other damage to the Property and except for any explicit representations or warranties provided for in this Contract, accepts the Property in its 'AS IS' CONDITION AND SUBJECT TO ALL FAULTS, and BUYER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as expressly set forth in this Contract, Seller has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability, zoning of the Project, or with respect to use and occupancy restrictions, compliance with environmental laws and laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks, and all legal requirements affecting or relating to the Property. Buyer acknowledges that, except as expressly set forth in this Contract, (i) Buyer is not relying on any warranties or representations with respect to the physical condition of the property or with respect to the operations of the Project, (ii) Seller does not warrant the completeness or accuracy of any documents, reports (including, without limitation, any environmental reports), studies or other items furnished to Buyer hereunder, and (iii) Buyer is not relying on any materials or information provided by Seller (provided, however, that Seller represents that, to its actual knowledge, it has provided true, correct and complete copies of all items delivered to Buyer), and that Buyer has made, or will make prior to the Closing Date, an independent investigation of all matters relating to the Property and the ownership and operation of the Property. The terms and covenants of this Section shall survive the Closing and the delivery of the deed for the Property or any termination of this Contract. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

VIII. THE CLOSING.

A. **Closing Agent.** The party ("Closing Agent") responsible for preparing the closing statement, coordinating the execution and delivery of the documents and disbursement of funds (the "Closing") shall be **Ansbacher Law 8818 Goodbys Executive Drive, Suite 100, Jacksonville, FL 32217-4605**

B. **Time and Place of Closing.** The Closing shall take place at the offices of Closing Agent **30** days after the **Effective Date** (the "Closing Date"). Seller may extend the Closing Date as it deems necessary to permit all conditions to its transfer of the Property to be completed. In the event Seller delays the Closing Date by ninety (90) days or more, either Buyer or Seller may terminate this Contract and each will be relieved of all responsibility of any kind to the other.

C. At the Closing.

1. Seller shall transfer title to the Property to Buyer --using the historical legal description-- by **special warranty** deed; provided however, Seller is not required to warrant title to the Additional Property. Seller shall convey any Additional Property by quit claim deed.

2. If a new Survey is prepared and there is a variance between the legal description prepared by the surveyor and the historical legal description, then upon request of Buyer, Seller shall also execute and deliver a quit-claim deed to Buyer using the legal description shown on the Survey.

3. Seller will, at or prior to Closing: (a) vacate any existing right of way and (b) cause the Property to be zoned C-4. Buyer's performance hereunder shall be contingent upon the completion of both of these requirements.

4. Intentionally Deleted.

5. Intentionally Deleted.

6. Intentionally Deleted.

7. Seller shall surrender possession of the Property free of any tenants, lessees, or occupants.

8. Seller shall provide such evidence of the authority and capacity of Seller and Seller's representatives to execute and deliver this Contract and to consummate the transactions contemplated hereunder as Buyer and/or the Title Company may reasonably require.

9. Intentionally Deleted.

10. Buyer shall deliver to Seller the balance of the Purchase Price and pay Buyer's Closing cost.

11. Buyer shall provide such evidence of the authority and capacity of Buyer and Buyer's representatives to execute and deliver this Contract and to consummate the transactions contemplated hereunder as Seller and/or the Title Company may reasonably require.

12. Each party shall execute the Closing statement and any other instruments prepared by the Closing Agent or required by the Title Company which are necessary and customary to consummate the transaction contemplated by this Contract.

IX. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants, to the best of Seller's knowledge—or if Seller is not a natural person to the best personal knowledge of the party signing below on behalf of Seller—that as of the Effective Date, and as of the Closing Date:

A. Intentionally Deleted.

B. There is no party in possession of the Property or portion thereof other than Seller except: **NONE**

C. Intentionally Deleted.

D. Intentionally Deleted.

E. Intentionally Deleted.

F. Intentionally Deleted.

G. Intentionally Deleted.

H. Intentionally Deleted.

I. Seller has full right, power and authority to execute, perform and consummate this Contract without further consent from any other person, or entity and doing so will not violate any provisions of law or result in a breach of any entity governing document or constitute a default under any agreement to which Seller is a party or Seller and/or the Property may be bound.

J. Intentionally Deleted.

K. Intentionally Deleted.

X. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants, to the best of Buyer's knowledge—or if Buyer is not a natural person to the best personal knowledge of the party signing below on behalf of Buyer—that as of the Effective Date, and as of the Closing Date:

A. Buyer has full right, power and authority to execute, perform and consummate this Contract without any further consent from any other person, or entity and doing so will not violate any provisions of law, or entity governing document or result in a breach of or constitute a default under any agreement to which Buyer is a party.

B. Buyer has the funds available to pay the balance of the Purchase Price.

C. There is no action, suit, proceeding or claim affecting Buyer, which would preclude Buyer from consummating the Closing of the Property.

XI. TITLE AND SURVEY.

A. **Title Binder.** Buyer shall within **5** days after the **Effective Date** obtain a current standard Florida form of Commitment for Owner's Policy of Title Insurance (the "Title Binder")—underwritten by a title insurance company (the "Title Company") licensed to underwrite title insurance in the State of Florida—and shall furnish a copy thereof to the other party together with legible copy of the vesting deed and of all instruments referred to in the Title Binder.

☒ The Title Binder and title insurance policies shall be procured through **Ansbacher Law**.

138 **B. Survey.** ☒ **Buyer** shall within **5** days after the **Effective Date** cause to be prepared and furnished to the
139 other party, and Closing Agent a **copy of existing** boundary survey of the Property. Any current survey shall (i)
140 be sealed by a licensed surveyor and mapper, (ii) show a field date which is within 90 days of the Closing Date,
141 (iii) meet Florida standards of practice for a boundary survey, and (iv) shall be certified to the Buyer, Seller, Title
142 Company, and if requested the Lender.

143 **C. Title Objections.** Buyer acknowledges that Seller is transferring the Property on an as-is, where-is basis,
144 including quality of title. Seller will not execute any affidavits or other documents related to deletion of standard or
145 non-standard title exceptions. Seller will execute only such documents as necessary for a title insurance policy to
146 be issued in Buyer's name at closing. Buyer acknowledges that the title policy to be issued will include the
147 standard exceptions. Buyer's sole recourse shall be to terminate this Contract within ten (10) days of receipt of
148 the Title Binder.

149 **D. Restrictive Covenant.** Buyer acknowledges and agrees that, as a condition to Closing, Seller will include
150 in the deed the following restrictive covenant: "In the event of any development involving or including the property
151 described herein, at least a cumulative 2,547 square feet of the gross floor area of all buildings must be used for
152 one or more of the following uses:

- 153 a. Interior service restaurant, carry-out and delivery restaurant, fast-food restaurant, drive-in restaurant;
- 154 b. Outdoor seating/dining for restaurant on private property;
- 155 c. Retail sales, shopping center, wholesale sales (no on-site storage of stock), furniture and appliance sales,
156 and pharmacy;
- 157 d. Personal service establishments as follows: Laundry, cleaning, and garment services; photographic
158 studios; beauty and barber shops, day spa, nail and waxing salon; shoe repair and miscellaneous
159 personal services (not including tattoo establishments); cleaning and janitorial services (no outdoor
160 storage of vehicles, materials, equipment or supplies);
- 161 e. Dance, art, dramatic, gymnastics and music studio;
- 162 f. Library, museum, and art gallery; or
- 163 g. Recreation, amusement, and entertainment (including, bowling alley, skating rink, billiard and pool hall,
164 arcade, miniature golf, indoor athletic and exercise facilities, tennis, handball, or racquetball facility).

165 Failure to comply with this covenant after sixty (60) days' notice and opportunity to cure given by Grantor or
166 its successors to Grantee shall be deemed a violation of the Code of Ordinances of the City of Neptune
167 Beach, as may be amended, supplemented, or replaced, entitling the Grantor or its successors to the
168 maximum daily damage permitted by law. Further, such failure shall render any development of which the
169 property is a part non-conforming under the applicable zoning code and Grantor or its successors shall be
170 entitled to all remedies associated therewith. Any amounts owed for violation of this provision shall constitute
171 a lien against the property described herein when recorded, which may be foreclosed to the same extent as a
172 mortgage. This covenant shall expire thirty (30) years from the date of recording of this Deed.."

173 **XII. TERMINATION DEFAULT AND REMEDIES**

174 **A. Permitted Termination.** If this Contract is terminated or allowed to terminate by either party pursuant to a
175 termination right specified in this Contract, (herein referred to as a "Permitted Termination"), then (i) intentionally
176 deleted; (ii) intentionally deleted; (iii) Buyer shall relinquish any claims to the Property; (iv) Seller shall relinquish
177 any claims against Buyer, except for any damage to the Property or persons caused by Buyer's inspections; and
178 (v) the obligations under the Contract shall otherwise terminate.

179 **B. Default by Seller Prior to Closing.**

- 180 1. Seller shall be in default upon the occurrence of any one or more of the following events:
 - 181 (i) Any of Seller's warranties or representations are untrue or inaccurate in any
182 material respect;
 - 183 (ii) Seller is in material default of any of Seller's obligations under this Contract and
184 fails to cure such default within **5** business days after demand from Buyer; or
 - 185 (iii) Seller refuses or is unable to close, other than due to Title Objections not caused
186 by Seller's willful act or neglect, provided Buyer is not in default.
- 187 2. In the event of a default by Seller, Buyer may, at Buyer's option, do any of the following:
 - 188 (i) terminate this Contract by written notice delivered to Seller;

- (ii) enforce specific performance of this Contract against Seller; or
(iii) if specific performance is not available due to the conveyance of the Property by Seller to a third party, to recover Buyer's damages incurred due to Seller's willful default.

C. Default by Buyer Prior to Closing.

1. Buyer shall be in default upon the occurrence of any one or more of the following events:

- (i) Any of Buyer's warranties or representations are untrue or inaccurate in any material respect;
(ii) Buyer is in material default of any of Buyer's obligations under this Contract and fails to cure such default within **5** business days after demand from Seller;
(iii) Buyer fails to close the purchase of the Property, for any reason other than a Permitted Termination or an uncured default by Seller.

2. In the event of a default by Buyer, Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to terminate this Contract by written notice to Buyer and receive from Escrow Agent or retain, as the case may be, the Deposit and any Extension Fees due under this Contract, whether paid or not.

D. Default After Closing. If after Closing, either party defaults in any obligation under this Contract which survives Closing, then the other party shall have all rights and remedies available at law or in equity.

XIII. Misc. Provisions.

A. Intentionally Deleted.

B. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

C. Further Assurances, Estoppel Letter. In addition to the documents and payments required of the parties as described above, each party shall fully cooperate and execute such documents and instruments as may be reasonably necessary or useful to effect the intent of this Contract.

D. Contract Not Recordable. Neither this Contract nor any notice of it shall be recorded in any public records.

E. Escrow. The Closing Agent or Escrow Agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, Fla. Stat. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorneys' fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

F. Time. In computing time periods of less than six (6) days, Saturdays, Sundays and legal holidays shall be excluded. In computing all other time periods, all calendar days shall be included. However, any time periods which end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract. A legal holiday is any day which is a "statutory holiday" applicable to Florida banking institutions pursuant to §655.89 Fla.Stat. A "business day" is any day other than a Saturday, Sunday or legal holiday.

G. Force Majeure. In the event of a force majeure, the following matters in this Contract shall be extended: Closing. A "force majeure" shall mean any period when a state of emergency has been declared by the Governor

of Florida pursuant to sec. 252.36, Fla. Stat., when the offices of the Clerk of Court of the jurisdiction in which the property lies are closed for emergency or Act of God, or, if the transaction is funded by a mortgage pursuant to Section IV(B), when a state of emergency in any jurisdiction which hinders the ability of the Lender to issue Loan Approval or close the transaction. Any such force majeure may extend the matters provided in this paragraph for a period of up to fourteen (14) days.

H. Intentionally Deleted.

I. Notices. All required or permitted notices, demands, requests and other communications must be in writing, and will be deemed to be delivered and received upon the earlier to occur of (i) confirmed facsimile delivery or personal delivery, (ii) 3 days after mailing U.S. Mail by registered or certified, return receipt requested, postage fully prepaid, (iii) 1 day after sending by Federal Express delivery or UPS Delivery (Next Day Delivery), addressed to the addressee at its address set forth below or at such other address as such party may have specifically theretofore by notice delivered in accordance with this section. If delivery is made by facsimile (i) delivery will be effective on the next business day if the transmission is not completed by 5:00 p.m. at the destination location on the day sent, and (ii) a copy of the notice must also be delivered by other means. If no address for notices is specified for a party in this Contract, then notices to such party may be delivered to (i) the address of the current or last known registered agent of such party on record with the Florida Division of Corporations, (ii) the last known place of business for the party, or (iii) the last known residence of the party. If a party is represented in this transaction by an attorney then notices to the party may be delivered to the party's attorney, at their principal offices, instead of delivery to the party.

J. Governing Law, Venue, Waiver of Jury Trial. The laws of the State of Florida shall govern the validity, enforcement, and interpretation of the Contract. The parties' obligations are performable, and the venue for any legal action arising out of this Contract shall lie in the county where the Property is situated. If the Property is situated in more than one county, the venue will lie in either county. Each party waives their right to a trial by jury for any action arising out of or relating to this Contract. Each party agrees that jurisdiction and venue will be in the Circuit Court of said County irrespective of any diversity of citizenship and regardless of Florida law pertaining to conflict of laws that would otherwise allow for an alternate jurisdiction. Each party waives the right to assert federal diversity jurisdiction. The provisions of this section shall apply to any assignees.

K. Construction, Integration, Modification, Waiver. This Contract shall be construed as drafted mutually by Buyer and Seller. Certain sections of this Contract are preceded by a box, and unless the box is checked or marked, the provisions associated with the box will not apply. This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing executed by both parties. This Contract shall bind and inure to the benefit of the parties and their successors in interest. If a party is designated as responsible for payment of an expense in Section V, such as, for example, a survey, but the other section in the Contract indicates that the service will not be provided by either party (i.e., in the example, the survey box is unchecked) then the allocation of the expense shall not impose the obligation to deliver same. The Contract may; however, provide that one party will be responsible for procuring a service and holding the other party responsible for payment. Whenever the context permits, the singular shall include the plural and one gender shall include all. The verbiage of any section or subsection shall not be limited by the preceding titles or captions. Whenever the term "shall" is used in this Contract, such term means such matters are mandatory and is to be interpreted the same as the term "must."

L. Counterpart Execution, Facsimile, & Definition of Effective Date. This Contract may be executed in several counterparts, each of which shall be fully effective as originals and all of which together shall constitute one and the same instrument. A facsimile, digital image or electronic reproduction of this Contract shall be treated as an original for all purposes. The "Effective Date" is the date when both the Buyer and Seller have signed the Contract, and if applicable have accepted any final counter-offers. Unless a different time is specified in the Contract or by separate writing, a party will have 3 days after delivery to accept this Contract or counter-offer, to notify the other party and Escrow Agent of acceptance and to furnish a copy of the fully executed agreement or the offering party may withdraw their offer.

RIDERS AND ADDENDA: The following riders and addenda are made a part of this Contract:

- | | | |
|---|---|--|
| ☐ Seller Financing | ☐ Community Association Disclosure | ☐ Coastal Construction Line |
| ☐ Seller Leaseback | ☐ Lead Based Paint | ☐ Addenda |

295 **THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT FULLY UNDERSTAND THE TERMS OF THIS**
296 **CONTRACT, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN.**

297

BUYER

DATE - BUYER

SELLER

DATE - SELLER

298

299 Buyer's address for purposes of notice:

300 Electronic address(es) for notice to Buyer:

301 Buyer's phone number: **(904) -** Buyer's fax number: **(904) -**

302 Seller's address for purposes of notice:

303 Seller's phone number: **(904) -** Seller's fax number: **(904) -**

304 Electronic address(es) for notice to Seller:

EXHIBIT "A" – LEGAL DESCRIPTION

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

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



**Agenda Item 10A
Res. No. 2024-07
Order of Business**

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

AGENDA ITEM:	10A -Resolution No. 2024-07, Establishing Order of Business
SUBMITTED BY:	City Clerk Catherine Ponson
DATE:	October 1, 2024
BACKGROUND:	Neptune Beach Code of Ordinances Section 2-33, Order of Business, states that the order of business of council shall be set by resolution of the city council. Resolution No. 2024-07 replaces Communication and Correspondence with City Manager Report on the regular meeting agenda and removes the Committee Reports from the workshop agenda.
RECOMMENDATION:	Consider Resolution No. 2024-07, Order of Business
ATTACHMENT:	Resolution No. 2024-07



RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY OF NEPTUNE BEACH ESTABLISHING THE ORDER OF BUSINESS FOR THE CITY COUNCIL REGULAR AND WORKSHOP MEETINGS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA;

The business of the Council shall be taken up for consideration and disposition in the following order by Resolution as per Section 2-33 Order of Business, Neptune Beach Code of Ordinances:

A. Regular Meetings.

1. Call to Order/ Roll Call / Pledge of Allegiance
2. Awards / Presentations / Recognition of Guests
3. Approval of Minutes
4. Comments from the Public
5. ~~Communications and Correspondence~~ City Manager Report
 - ~~Mayor~~
 - ~~City Attorney~~
 - ~~City Council~~
 - ~~City Clerk~~
 - ~~City Manager~~
 - ~~Departmental Reports~~
6. Consent Agenda
7. Variances / Special Exceptions / Development Orders
8. Ordinances
9. Old Business
10. New Business
11. Council Comments
12. Adjourn

B. Workshop Meetings.

1. Call to Order / Roll Call / Pledge of Allegiance
2. Awards / Presentations / Recognition of Guests
3. ~~Committee Reports~~
 - ~~Land Use and Parks Committee Report~~
 - ~~Strategic Planning/Visioning Committee Report~~
 - ~~Transportation and Public Safety~~
 - ~~Finance~~
4. 3. Public Comments
5. 4. Proposed Ordinances
6. 5. Contracts / Agreements
7. 6. Issue Development

- ~~8.~~ 7. Public Comments
- ~~9.~~ 8. Council Comments
- ~~10.~~ 9. Adjourn.

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

Elaine Brown , Mayor

Catherine Ponson, CMC
City Clerk



Agenda Item 10B
Res. No. 2024-08
PORF Board Appointment

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	10B- Resolution No. 2024-08, A Resolution Appointing Member to Police Officers' Retirement Board
SUBMITTED BY:	City Clerk Catherine Ponson
DATE:	October 1, 2024
BACKGROUND:	PORF Board member John Jolly resigned from the board in July, 2024. The vacancy was advertised and Raymond Len submitted an application to be appointed as trustee. If appointed, Mr. Len would fill Mr. Jolly's unexpired term which expires on April 7, 2025.
RECOMMENDATION:	Consider Resolution No. 2024-08, PORF Board Appointment
ATTACHMENT:	Resolution No. 2024-08 Raymond Len Board Application



RESOLUTION NO. 2024-08

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH APPOINTING
MEMBER TO THE POLICE OFFICERS' RETIREMENT BOARD**

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following board appointment:

POLICE OFFICERS' RETIREMENT BOARD

Member	Type	Term	Begins	Ends
Raymond Len	Appoint Regular	Fill Unexpired Term of John Jolly	04/07/2023	04/07/2025

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

Elaine Brown, Mayor

ATTEST:

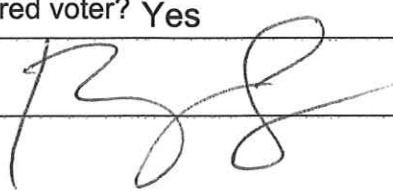
Catherine Ponson, CMC
City Clerk



CITY OF NEPTUNE BEACH

Board Membership Application

JUL10'24 RCVD

Name: Raymond Len		
Address: 316 1st Street, Neptune Beach		
Mobile Phone: 904 616-1316	Work Phone: N/A	
Email address: raymondscott.len@gmail.com		
Occupation: ACTUARY	Place of Employment: GRADIENT AI	
How long have you lived in the City of Neptune Beach?		
25 years		
Education	Major	Did you graduate?
High School:		Yes
College: UF, Georgia State University	MATH, STATISTICS ACTUARIAL SCIENCE	yes
What are your hobbies and interests?		
Outdoor activities, investing, and helping others		
Which Board do you desire to serve on? (see back for description)		
☐ Community Development Board		
☒ Police Retirement Fund Board <-- Police retirement fund board		
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
I've worked as an actuary for 25+ years. I started my career as a pension actuary.		
I've worked with employment and retirement benefits for my entire working career.		
Provide a brief explanation of your interest in being appointed to this board.		
I am interested because there is a vacancy.		
I attended a Community Development Board meeting in May and realized I should be more active.		
My friends and neighbors have asked me to join.		
Are you available one night per month?		
Yes		
Are you a registered voter? Yes		
Signature: 	Date: 7/10/2024	



**Agenda Item 10C
Summer Sands
Speed Hump**

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

AGENDA ITEM:	Summer Sands Speed Hump Application
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	10/07/2024
BACKGROUND:	Ms. Karen Floyd, employed by Marvin & Floyd Realty, Inc., property managers for the Summer Sands subdivision, is requesting that the existing speed hump be extended/installed on Summer Sands Drive between Brandt Blvd. and Spindrift Lane. She recognized a traffic safety issue with motorists coming off Brandt Blvd. turning right onto Summer Sands Drive; there is a blind corner at this intersection and no sidewalks. Additionally, several cars proceeding from Summer Sands Drive onto Brandt Blvd. choose to bypass the existing speed hump at the stop sign, placing them on the wrong side of the road as they exit the subdivision.
BUDGET:	N/A for the City. Cost for supplies and installation are the responsibility of the applicant and will be paid by the Summer Sands HOA Board of Directors.
RECOMMENDATION:	As the application has been reviewed by the Chief of Police and the Director of Public Works without objection and the Summer Sands HOA Board of Directors sent written approval for the installation of the speed hump, approval by Council is recommended. Note: the traffic study requirement was waived by Chief Key (see attached email) as the area of concern is within a private development, with permission preemptively granted by the Summer Sand HOA Board of Directors for the installation.
ATTACHMENT:	Attached are: traffic calming application/petition submitted by Karen Floyd, permission letter by the Summer Sands HOA Board, background emails, and signed cost estimate for supplies/installation compiled by NB Public Works Division.



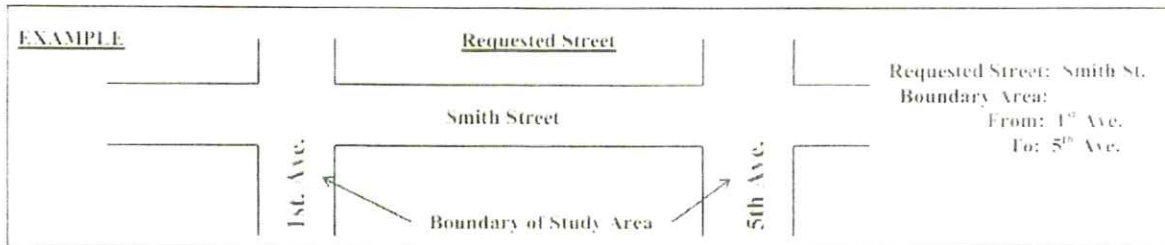
APPLICATION FOR TRAFFIC CALMING

City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

The following is a request form for traffic calming. Each request must contain the completed information as indicated.

Each request must provide the name of the street on which a study is requested and the boundaries of the street segment. Boundary limits may change at the discretion of the Public Works Department. Traffic studies will be conducted within the boundaries indicated. Please use the street names for boundary limits, not block ranges.

Requested Street:	Summer Sands Drive
Boundary Area FROM:	Brandt Ave Blvd
Boundary Area TO:	Spindrift Lane



Each request must provide a contact person who lives on the requested street within the study area boundary. If the request is being submitted from a neighborhood association, please provide the name, address, and telephone number of the duly authorized representative of the neighborhood association. The contact person will receive all correspondence and will be responsible for gathering evidence of support.

Name:	Karen Floyd
Address:	13475 AH Blvd., Unit 8-772
Phone:	(904) 249-8599
Email:	Karen-Floyd@marvin-group.com

I agree to be the contact person for the above request, and I understand that the outcome of the study will determine the eligibility of the determined traffic calming device, if any. I also understand I will be financially responsible for the installation of the traffic calming device if warranted by the study.

Signature:		Date:	8-6-2024
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-
1. Traffic calming devices will be available only on residential streets carrying fewer than 1,200 vehicles per day.
 2. Traffic calming devices will be available only on streets that have a designated speed limit of 25 mph as determined in accordance with State Law, and no more than one traffic lane in each direction.
 3. Traffic calming devices will not be installed on any street where 85th percentile speeds are less than 30 mph.
 4. Traffic calming devices will not be installed on any street designated as a truck route or a transit route.
 5. Traffic calming devices will not be installed on any street as to which there is, in the judgment of the City staff, inadequate vertical and horizontal alignment and sight distances to allow for safe installation.
 6. Traffic calming devices will not be installed on any street that is a primary access route for emergency vehicles and would cause, in the judgment of the City staff, unacceptable delay in response time to emergencies.
 7. Traffic calming devices will only be installed if 55% of the owners of residences on the proposed street where the traffic calming devices (one vote per ownership) is proposed. Residents must be registered voters of Neptune Beach.
-

Provide evidence of neighborhood support for participation in the program. The attached form can be used for this request. Evidence of support must be within the study area as identified in Section A. Additional copies of this page may be submitted to secure the required number of signatures.

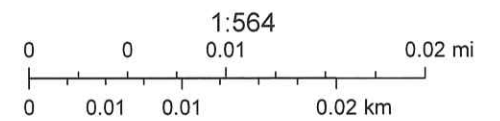
We the undersigned owners and residents of Summer Sands hereby offer our support for our neighborhoods' participation in the traffic calming study.

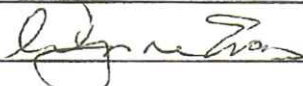
Secure signature from residents at least representing at least 55% of property owners along the affected street. Residents signing this form must be registered voters of Neptune Beach (Copies of this form may be made if additional pages are needed).

Duval Map



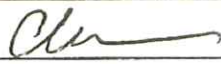
September 19, 2024

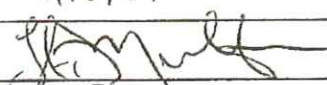


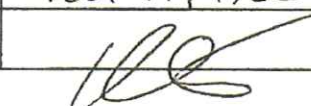
Printed Name:	Jared Quamme	Printed Name:	WYNNE EVANS
Address:	1525 Summer Sands Dr ^{Neptune Beach}	Address:	1535 Summer Sands Dr
Phone:	904-472-1155	Phone:	904-329-9257
Date of Birth:	10-23-86	Date of Birth:	03-15-46
Signature:		Signature:	

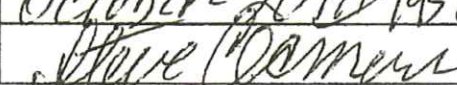
Printed Name:	MICHAEL + LOU ALLEN ASTON Michael	Printed Name:	DENNIS W. FAIRBANKS
Address:	1523 SUMMER SANDS DR	Address:	1522 SAND DOLLAR Circle Neptune Beach
Phone:	904-654-6448	Phone:	904-305-4595
Date of Birth:	06-27-47	Date of Birth:	8-29-50
Signature:	Michael P. Aston	Signature:	Dennis W. Fairbanks

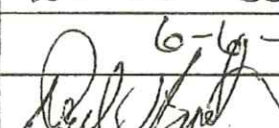
Printed Name:	Ron Hofmeister	Printed Name:	Joe Rappaport
Address:	1439 Summer Sands Drive	Address:	1554 Sand Dollar Cir
Phone:	904-870-5574	Phone:	904-994-2317
Date of Birth:	06/27/49	Date of Birth:	8/2/48
Signature:	Ron Hofmeister	Signature:	

Printed Name:	Wendy Rodgers	Printed Name:	Kevin M Reed
Address:	206 Spindrift Lane	Address:	1521 Summer Sands Dr.
Phone:	904-571-5517	Phone:	904 891-9389
Date of Birth:	08-19-44	Date of Birth:	07/02/1972
Signature:	Wendy E. Rodgers	Signature:	

Printed Name:	Marga Del Pilar	Printed Name:	Tu Mullins
Address:	1518 Sand Dollar Cir	Address:	208 Spindrift Ln.
Phone:	904 608 9187	Phone:	904 401 8324
Date of Birth:	3-31-78	Date of Birth:	9/10/81
Signature:		Signature:	

Printed Name:	Olga R. Camacho-Ryan	Printed Name:	
Address:	201 Spindrift Lane, Neptune, FL 33246	Address:	
Phone:	(904) 303-2680	Phone:	
Date of Birth:	Feb. 17, 1962	Date of Birth:	
Signature:		Signature:	

Printed Name:	STEVE CLEMENS	Printed Name:	
Address:	1435 SUMMIT ST	Address:	
Phone:	(904) 450-1605	Phone:	
Date of Birth:	OCTOBER 20TH 1958	Date of Birth:	
Signature:		Signature:	

Printed Name:	DONNY BARLEY	Printed Name:	
Address:	1546 SAND DOLLAR CIR	Address:	
Phone:	904-955-3838	Phone:	
Date of Birth:	6-6-1967	Date of Birth:	
Signature:		Signature:	

Printed Name:		Printed Name:	
Address:		Address:	
Phone:		Phone:	
Date of Birth:		Date of Birth:	
Signature:		Signature:	

13475 Atlantic Blvd.
Unit 8 Suite M746
Jacksonville, FL 32225
Office (904)-425-(SALE) 7253
planetrealtyjax@gmail.com
www.planetrealtyjax.com

Date: 08/08/2024

To: **Cheryl Back**
Assistant to the City Manager
Neptune Beach

Summer Sands Speed Bump

My name is Wendy Rodgers President of the board and resident of Summer Sands. I am sending this letter on behalf of all of the board members of Summer Sands permitting the City of Neptune Beach to place a speed bump at the entrance of Summer Sands. If you need anything else you can contact me at 904-425-7253.

Respectfully,



Wendy Rodgers

Cheryl Bäck

From: Michael Key
Sent: Tuesday, August 6, 2024 4:36 PM
To: Richard Pike; Karen Floyd; Cheryl Bäck
Cc: Deryle Calhoun
Subject: RE: Summer Sands

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Floyd/all,

I have no public safety issues with this request.

Administratively speaking, I would like to have a requirement for the City's approval process that the HOA provide, in writing, their approval as well. When that is received, I will waive the speed study requirement since this is inside a private development and at that point, unnecessary.

Sincerely,

MICHAEL J. KEY JR.
CHIEF OF POLICE
NEPTUNE BEACH POLICE DEPARTMENT
200 LEMON ST.
NEPTUNE BEACH, FL 32266
WORK (904) 270-2113
CELL (904) 222-1372
FBI NA #268
CHAIRMAN SELLER



From: Richard Pike <cop@nbfl.us>
Sent: Tuesday, August 6, 2024 3:49 PM
To: Karen Floyd <Karen-Floyd@marvin-group.com>; Cheryl Bäck <cback@nbfl.us>
Cc: Deryle Calhoun <dcalhoun@nbfl.us>; Michael Key <michaelkey@nbfl.us>; Richard Pike <cop@nbfl.us>
Subject: RE: Summer Sands

Thank you!

I will forward the completed application to the Police Department and Public Works for review. Once I receive their recommendations, I will contact you regarding placement on the City Council agenda for consideration and approval.

Cheryl Bäck

From: Karen Floyd <Karen-Floyd@marvin-group.com>
Sent: Tuesday, August 6, 2024 3:43 PM
To: Cheryl Bäck
Cc: Deryle Calhoun; Michael Key; Richard Pike
Subject: Re: Summer Sands

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

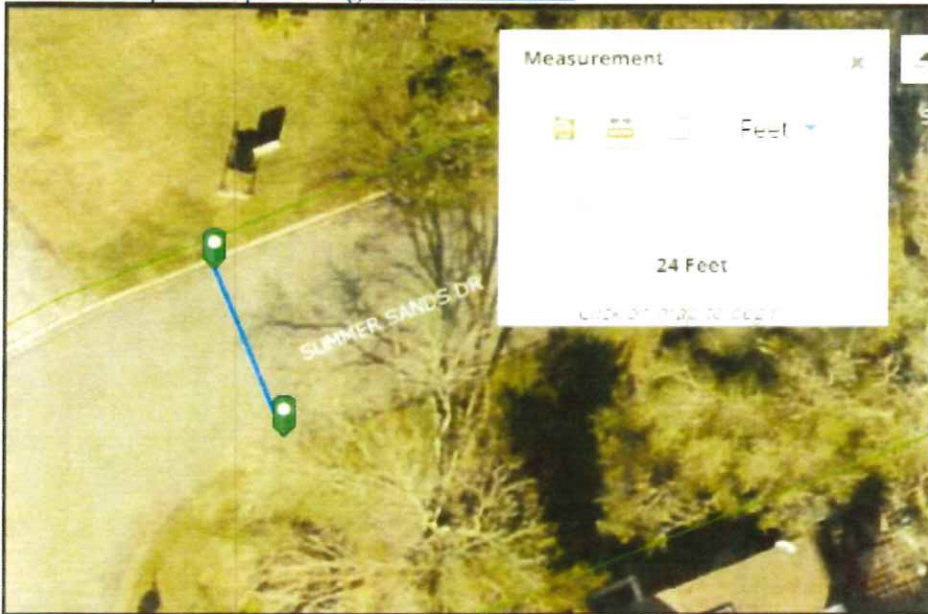
We are only requesting a speed bump to be placed as depicted below.

Karen

If I am reading from the link below correctly, bumps are \$64.95 each and you would want three – at 6 foot each you have 18 feet of coverage. From the web page: Weighs approximately 50 lbs and is 6 feet long, 12 inches wide, and the highest point on the speed bump is 2.25 inches tall. Includes mounting hardware.

Gutter to gutter is about 24', so that would leave 3' on each end for bikes to pass. No way Paul can beat that price with asphalt by the time we go pick it up and install, but I'll have him price it if you want. Also, because this is my first speed bump rodeo, I'll have to ask city hall if we charge labor for installation.

<https://www.trafficsafetystore.com/shop/6-onepro-reflective-recycled-rubber-speed-bumps-13-inch-galvanized-rebar-steel-spikes-asphalt-or-gravel/SBROP6ES>



Thanks,
Deryle Calhoun, Jr., P.E.
Director, City of Neptune Beach Public Works
2010 Forest Avenue
Neptune Beach, Florida 32266

****PLEASE NOTE CHANGE OF OFFICE ADDRESS BELOW.****

Passing you on the Cheryl Back who can get you started.

Thanks,

Deryle Calhoun, Jr., P.E.

Director, City of Neptune Beach Public Works

2010 Forest Avenue

Neptune Beach, Florida 32266

O 904.270.2423 ext 4108

C 904.749.0075

From: Karen Floyd <Karen-Floyd@marvin-group.com>

Sent: Tuesday, April 16, 2024 4:05 PM

To: Deryle Calhoun <dcalhoun@nbfl.us>

Subject: Summer Sands

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

Deryle,

Who would I contact to request the installation of a speed hump at Summer Sands?

With the intersection at Brant and Summer Sands being a blind corner and no sidewalks someone will eventually get hurt. Not to mention, numerous cars heading out from Summer Sands drive on to Brant chose to bypass the speed bump at the stop sign and find themselves on the wrong side of the road as they exit the subdivision, all because they want to avoid the speed bump. This occurs often as I am approaching Summer Sands Drive to turn right from Brant Blvd.

Karen Floyd

Broker/Owner

Marvin & Floyd Realty, Inc.

1823 3rd Street North

Jacksonville Beach, FL 32250

Tel. 904-249-8599 Fax 904-249-8598

Website: www.marvinandfloyd.com



City of
Neptune Beach

Proposal for Summer Sands HOA to procure and install three (3) 6'x12"x2.25" Clearline Heavy Duty Rubber Speed Bumps and two (2) 9" rounded finishing end caps. The hours budgeted are estimates and will be billed at a minimum of two (2) hours but not to exceed a maximum of six (6) hours.

Item	Quantity	Cost	Total
6' Clearline® Heavy Duty Rubber Speed Bumps SBRCLHD6S (pass through cost)	3	\$128.95	\$386.85
9" Rounded End Cap for Rubber Speed Bump SBRECS (pass through cost)	2	\$23.60	\$47.20
Shipping/Freight	1	\$147.98	\$147.98
Vehicles & Equipment	6 Hours	\$57.87	\$347.22
Laborer II	6 Hours	\$45.46	\$272.76
Laborer I	6 Hours	\$36.36	\$218.16
Total			\$1,420.17

Proposal Acceptance:

Wendy E. Rodriguez 08-27-24
Signature/Date

Wendy Rodriguez President
Printed Name/Board of Directors Position

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418



**Agenda Item 10D
Termination Declaration
of Emergency**

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

AGENDA ITEM:	10D- Termination of Declaration of Emergency
SUBMITTED BY:	City Clerk Catherine Ponson
DATE:	October 2, 2024
BACKGROUND:	Due to impending Hurricane Helene, an emergency meeting was held on September 25, 2024, and a Declaration of Emergency was enacted. The declaration automatically terminates in 30 days unless renewed, it is best practice to terminate the declaration.
RECOMMENDATION:	Terminate the Declaration of Emergency
ATTACHMENT:	Declaration of Emergency



**City of Neptune Beach
Declaration of Emergency**

PROCLAMATION

Whereas, Hurricane Helene threatens to disrupt normal city activities and services; and

Whereas, the approach of Hurricane Helene, with potentially damaging winds, heavy rains and forecasted storm surge creates emergency endangering the safety, health, and welfare of the City of Neptune Beach, its citizens and visitors; and

Whereas, the threat of flooding, property damage, and personal injury are attendant and imminent, disaster emergency conditions are expected within the next 48-72 hours; now, therefore,

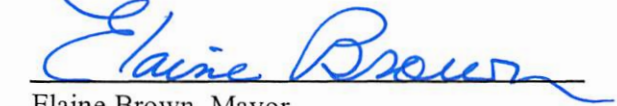
BY THE AUTHORITY VESTED IN THE CITY COUNCIL BY SECTION 2-502 OF THE CODE OF ORDINANCE OF THE CITY OF NEPTUNE BEACH, THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, DOES HEREBY DECLARE THAT:

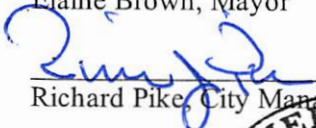
Declaration of Emergency due to Hurricane Helene. A declaration of emergency to all sections of the City of Neptune Beach exists because of the imminence of Hurricane Helene. Such emergency consists of, but is not limited to flooding, high winds, property damage and injuries to residents of the City from flying debris and other conditions attendant to hurricane force winds and rain, all endangering the safety, health, and welfare of the City of Neptune Beach residents and visitors.

Form of the State of Declaration of Emergency. The state of declaration of emergency, as declared herein, shall last until such time as the threat of or danger from the emergency no longer exists. At the time it is found that the emergency no longer, this Declaration shall be automatically terminated however, this declaration shall not continue for longer than thirty (30) days, from the date hereof, unless renewed in accordance with Section 2-502(1) of the Code of Ordinances.

Instructions to Public Safety Personnel. We hereby instruct all public safety personnel to include, but not limited to the Police Department, Public Works Department and any designee of the City Manager, to exercise all authorities to alleviate this situation in accordance with the terms of Article VIII, Chapter 2 of the Code of Ordinances and Florida law.

This Declaration of Emergency was adopted by the City Council of Neptune Beach, Florida, at an Emergency Council Meeting held this 25th day of September, 2024.


Elaine Brown, Mayor


Richard Pike, City Manager

ATTEST:


Catherine Ponson, City Clerk





**Agenda Item 10E
MOU-Laboratory
Analysis Activity**

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

AGENDA ITEM:	Memorandum of Understanding (MOU) between JEA and CONB to provide water and wastewater laboratory services
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	September 26, 2024
BACKGROUND:	CONB water and wastewater permits require analysis of samples for certain parameters. JEA operates a certified laboratory for analysis of its water and wastewater samples and CONB requested a proposal to perform those services for CONB. The proposed MOU contains pricing for various samples which are less costly than pricing of the commercial laboratory currently being utilized. JEA Board Resolution 2024-50 was approved by the JEA Board of Directors on September 24, 2024, which authorizes laboratory services for CONB.
BUDGET:	Recently approved Water and Sewer Fund FY25 budget included funds for anticipated laboratory services.
RECOMMENDATION:	Approve MOU as approved by JEA Board of Directors
ATTACHMENT:	JEA Board Resolution 2024-50



BOARD RESOLUTION: 2024-50

September 24, 2024

A RESOLUTION AUTHORIZING THE INTERIM MANAGING DIRECTOR/CHIEF EXECUTIVE OFFICER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN JEA AND THE CITY OF NEPTUNE BEACH FOR THE PERFORMANCE OF REGULATORY AND PROCESS LABORATORY ANALYSIS BY JEA FOR CITY WATER AND WASTEWATER FACILITIES

WHEREAS, both JEA and the City of Neptune Beach (the City) are required by the Florida Department of Environmental Protection (DEP) to provide certain sampling and laboratory analysis activities with respect to their water and wastewater systems; and

WHEREAS, the City desires to engage JEA to perform such sampling and laboratory analysis activities on its behalf at its laboratory facilities; and

WHEREAS, JEA is authorized under Section 21.04(p) of its Charter to provide, supply, transfer, sell, finance, or lease services, products, by-products, and activities developed or used by JEA incident to the exercise of the powers conferred under the Charter, subject to authorization by the JEA Board of Directors; and

WHEREAS, the Board has determined that it is desirable for JEA to provide sampling and laboratory analysis services to the City subject to the terms and conditions set forth in the Memorandum of Understanding attached hereto as Exhibit A.

BE IT RESOLVED by JEA's Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are adopted as findings of fact.
2. The Board approves the terms and conditions of the attached Memorandum of Understanding between JEA and the City of Neptune Beach, and delegates to the Interim Managing Director/Chief Executive Officer or her designee the authority to execute the Memorandum of Understanding in substantially the same form as attached hereto.
3. To the extent there are typographical, clerical, or administrative errors that do not effect the tone, tenor, or context of this resolution, such errors may be corrected without further Board authorization.
4. This resolution shall be effective immediately upon passage.

Dated this 24th day of September, 2024.



JEA Board Chair



JEA Board Secretary

Form Approved by



Office of General Counsel

VOTE	
In Favor	7
Opposed	0
Abstained	0

EXHIBIT A

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JEA AND CITY OF NEPTUNE BEACH**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2024 between JEA and the City of Neptune Beach (the City) regarding the performance of regulatory and process laboratory analyses by JEA for City water and wastewater facilities.

WHEREAS, both JEA and the City are required by the Florida Department of Environmental Protection (DEP) to provide certain sampling and laboratory analysis activities with respect to their water and wastewater systems; and

WHEREAS, the City desires to engage JEA to perform such sampling and laboratory analysis activities on its behalf at its laboratory facilities; and

WHEREAS, JEA is authorized under Section 21.04(p) of its Charter to provide, supply, transfer, sell, finance, or lease services, products, by-products, and activities developed or used by JEA incident to the exercise of the powers conferred under the Charter, subject to authorization by the JEA Board of Directors; and

WHEREAS, the parties have determined that it is desirable for JEA to provide sampling and laboratory analysis services to the City subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Description of Services

- a) JEA shall perform regulatory and process analysis services required under Chapters 62-550, 62-555, and 62-620 of the Florida Administrative Code for the City's water and wastewater facilities, including distribution and collection systems (the Routine Analyses). The City may request that JEA provide additional sampling and analysis services on a case by case basis (the Additional Sampling or Analyses). JEA's agreement to perform the Additional Sampling or Analyses shall be contingent upon the availability of JEA laboratory resources to perform the services in a timely manner.
- b) For Additional Sampling or Analyses, a minimum of two weeks' notification shall be provided to JEA .
- c) Services performed under this MOU shall be conducted at JEA's Springfield Laboratory except as otherwise provided herein. The City shall be responsible for all sampling and transportation of the samples to the Springfield Laboratory. JEA, in its

receipt, directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

As to JEA:

As to the City:

6. Miscellaneous

a) All sections and headings are used for convenience only and do not affect construction or interpretation of this MOU.

b) The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third party under this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this MOU.

c) Each party is an independent contractor under this MOU, and nothing herein shall be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between the parties. It is understood and agreed that neither party shall be bound by any representation, act, or omission of the other.

d) This MOU (including any exhibits) represents the entire agreement between the parties and may only be amended by a written agreement signed by both parties. This MOU supersedes all prior or contemporaneous oral or written agreements and understanding with respect to the matters covered by this MOU.

e) Should any provision of this MOU be determined by the courts to be illegal, in conflict with any law of the State of Florida, or otherwise unenforceable, the validity of the remaining provisions will not be impaired.

f) A delay or omission by either party to exercise any right or power under this MOU shall not be construed as a waiver thereof. A waiver by either party of any right under this MOU shall not be effective unless it is in writing and signed by such party.

g) Any provision of this MOU that, by its nature, is applicable to circumstances arising after the termination or expiration of this MOU shall survive such termination or expiration and remain in effect.

h) Each party represents and warrants to the other party that it has full right and authority to execute and perform its obligations under this MOU, and each party and the person(s) signing this MOU on its behalf represent and warrant to the other party that such person(s) are duly authorized to execute this MOU without further consent or approval by anyone. Each party shall deliver to the other party promptly upon request all documents reasonably requested to evidence such authority.

EXHIBIT A

Cost of Services

JEA shall provide the laboratory sampling and analysis services to the City at the rates provided below. Prices shall be adjusted annually based on the Consumer Price Index.

CHARGE	PART	PART_DESC
\$ 7.00	110.2Color	SM 2120B Color
\$ 5.00	120.1WCond	SM 2510B Conductivity
\$ 31.00	140.1ODOR	SM 2150B Odor
\$ 5.00	150.1WpH	SM 4500H+B pH
\$ 6.00	160.1WTDS	SM 2540C TDS
\$ 6.00	160.2WTSS	SM 2540D TSS
\$ 6.00	160.5WSS	SM 2540F Settleable Solids
\$ 68.00	1631E Hg	EPA 1631E Low Level Hg
\$ 82.00	1664ALL	EPA 1664A Oil and Grease
\$ 41.00	1664HEM	EPA 1664A HEM
\$ 41.00	1664SGT	EPA 1664A HEM-SGT
\$ 7.00	180.1WTurb	Turbidity
\$ 71.00	200.7	EPA 200.7 ICP Analysis
\$ 71.00	200.7D	EPA 200.7 ICP Analysis Dissolved
\$ 72.00	200.8	EPA 200.8 ICPMS Analysis
\$ 72.00	200.8D	EPA 200.8 ICPMS Analysis Dissolved
\$ 69.00	245.1 Hg	EPA 245.1 Mercury
\$ 69.00	245.1A Hg	EPA 245.1A Hg Low Level
\$ 7.00	300.1	IC EPA 300.0
\$ 7.00	300.1BrO3	EPA 300.1 Bromate
\$ 6.00	310.2_ALK	EPA 310.2 Alkalinity
\$ 7.00	350.1NH3	EPA 350.1 Ammonia
\$ 13.00	351.2TKN	EPA 351.2 TKN
\$ 13.00	351.2TKNS	EPA 351.2 TKN Solids
\$ 5.00	353.2(NO3)	Nitrate Only
\$ 5.00	353.2NO2	Nitrite Only
\$ 5.00	353.2NO3	Nitrate/Nitrite
\$ 5.00	353.2NO3S	Nitrate/Nitrite Solids
\$ 7.00	365.1P_O	EPA 365.1 Ortho Phos
\$ 12.00	365.4P_T	EPA 365.4 Total Phos
\$ 12.00	365.4P_TS	EPA 365.4 Total Phos Solids
\$ 9.00	376.1WS	SM 4500 S2F Sulfide
\$ 4.00	410.4COD	EPA 410.4 COD
\$ 39.00	504.1	EPA 504.1 Analysis EDB/DBCP



**Agenda Item 10F
Senior Center Repairs**

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

AGENDA ITEM:	Senior Center Roof Leak and Related Items
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	October 2, 2024
BACKGROUND:	Following reports of musty odors within the building, quotes were previously solicited from three contractors to: • Direct roof drains to outside of the building footprint to eliminate moisture permeating through the floor space. • Remove and replace 430 sq ft of internal wall and 600 sq ft of ceiling tiles to investigate moisture found during investigation phase. Disinfect all areas and cover any affected areas with Kilz surface sealant. • Clean HVAC system and ducts with anti-microbial agent; install hepa filters. Earthwise Infrastructure Solutions was issued a purchase order on 8.27.24 in the amount of \$24,150.00 for the described work. While performing the described work, it was discovered the roof perimeter in some cases is leaking. Staff is requesting: • Change order to Earthwise in the amount of \$28,149.00 for removing and replacing the perimeter cornice and related work. • Award to Jacksonville Roofing USA, LLC in the amount of \$5,290.00 for supply and installation of flashing, drip edge and self-adhesive sheeting as detailed in the attached quote.
BUDGET:	CDBG Fund (Senior Center) account 103-000-271-00-00 will provide funds which will transfer to 103-1110-569-60-62 – Repairs Building
RECOMMENDATION:	• Award to Earthwise Infrastructure Solutions for \$28,149.00 • Award to Jacksonville Roofing USA, LLC for \$5,290.00
ATTACHMENT:	• Original Earthwise quote dated 7.25.24 • Earthwise quote dated 9.27.24 • Jacksonville Roofing USA, LLC quote dated 9.18.24

City of Neptune Beach Senior Center
2004 Forest Ave
Neptune Beach, FL 32266
July 25, 2024

Scope of Work:

Install Drain System

1. Earthwise will install two (2) 6-inch PVC Drainpipes that will be connected to all the downspouts under Senior Center.
 - a. We will connect 3 down spouts per 6-inch line that will move the water to the outside of the building that will terminate in the swale on the back side of property.
 - b. For each 3 down spots connected to a 6-inch line we will use 1, 6-inch line to move the water to the swale.
 - c. This means we are burying 2, 6-inch lines leading to the swale area.
 - d. This will be approximately 230 linear feet of drainage pipe.
 - e. Earthwise will bury the last 3 feet of pipe under the building to reach the slope needed to bury the main line which will terminate in the Swale area.
 - f. This will help to keep the aesthetic look of the gravel and prevent a trip hazard.
 - g. The down spouts will be connected to elbows and attached to floor joist with Metal strapping and stainless screws this will help support the weight of the pipe and water when it rains, to avoid any accidental disconnection
 - h. Each down spout and adjoining pipe will be pinned together with a ½ inch screw rather than gluing in case any future maintenance or cleaning needs to be done.
 - i. Should any wood need to be replaced we will notify Mr. Shaneyfelt, for approval.
- ***The price of wood replacement is \$36.00 per board foot.***

Inspect and Clean Ceiling and Walls from Previous Leak.

1. Remove Ceiling tiles near the where the buildings Premanufactured joints where the roof is connected.
 - a. Inspect the area where a previous leak was reported this is approximately 600 sq ft of Overhead area.
 - b. Clean this area, spray it with a 15% Hydrogen Peroxide Solution Cleaner This will kill any “bacterial or smells” that are present.
 - c. Once the ceiling tiles have dried, we will replace them in the overhead.
2. Open the walls in the area where the units are joined so we can inspect for Water damage this is the area the Previous Leak was reported.
 - a. Remove wall panels and move any insulation to inspect the wall material for damage or staining, approximately 430 sq feet of area may be affected.
 - b. Spray the area with a 15% Hydrogen Peroxide Solution and clean any areas where there are signs of water damage i.e. Staining or moisture. This is approximately 230 sq ft.
 - c. Paint any areas that stained with killz to seal the area and protect it from future deterioration.
 - d. Replace Panels that can be replaced and do any touch painting as needed.
- ***When inspecting the panels we remove if they are beyond repair, we will pick up, “they do not deliver”, new Replacement panels from the Factory in Douglas, Georgia.***
- ***The cost for these panels including pick up and installation is \$235.00 per panel.***

- *The cost of insulation replacement is \$10.25 per sq ft.*

Clean all Duct work and the Air Handling Unit

1. Remove the Filters from the Air Handling unit and clean the system with Anti-Microbial agent.
 - a. Clean the duct work with a special vacuum unit that removes dirt and bacteria from the inside of the duct.
 - b. Once the dust and debris have been removed an Anti-Microbial Solution, "Benefect Botanical "Decon 30" Disinfectant", will be sprayed in the Duct system to kill and prevent any germs or bacteria from forming. This is a plant based Non-Toxic cleaner."
 - c. Install Hepa-Filters in the Air Handler for better prevention of Particulate Matter in the duct work.
- *Warranty This includes a 2-year Warranty in which Earthwise will come and re-inspect any future problems within 2 years of the completion of this work.*
 - *Pricing does NOT include replacement of wood or Insulation, as this is an UNKNOWN factor currently.*
 - *All Debris will be disposed of in the proper land fill.*

Project Total \$24,150.00

Safety:

- OSHA standard and guidelines will be followed including having MSDS sheets available on site.
- Material Safety Data Sheets will be provided for all Chemical used in the cleaning process.

Work Standard:

- All work is to be completed in a workmanship-like manner according to standard practices.
- Worker/s will remain on the jobsite until completion of the project.
- The work site shall be cleaned daily, and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Change Orders:

- If after you agree to this proposal for work, you desire any changes or additional work, PLEASE contact us, as the cost of any revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- This proposal is valid for **30 days**, unless otherwise notated.

****This work will be done during the 2-week Shut down for the Senior Center for Maintenance and painting, September 9, 2024 -September 22, 2024***

Payment:

- Acceptable forms of payment are Check, ACH, or EFT.

Signature: _____
Earthwise, LLC

Date: _____

Acceptance of Proposal

- Please indicate your acceptance of this proposal by signing both copies and returning one copy.
- By signing this proposal/contract, I acknowledge that I have read and understand the terms of this proposal.

Name: _____
Please print – Representative Name & Title

Date: _____

Signature: _____

Date: _____

City of Neptune Beach Senior Center
2004 Forest Ave
Neptune Beach, FL 32266

September 27, 2024

Scope of Work:

Neptune Beach Senior Center cornice will be removed all around the building to include trim around the doors. Once removed and after roof repair we will install a new cornice we have the options listed below. Also included in our scope of work is replacing the flashing around the porch to prevent leaking where the porch abuts the structure.

Option 1:

Materials.

1. 2"x12"x20' - Owens Corning Structural Framing Lumber / White Color
2. 2"x4"x20' Owen Corning Structural Framing composite lumber / White Color
3. Hardie Fiber Cement Door Trim 1"x3.5"
4. Attached with Simpson lag screws and 3" stainless steel screws.
5. Silicone Caulk 20-year product.

Pricing

2"x4" cost per linear foot \$14.12x 300 Linear Feet Total - \$4,236.00

2"x12" cost per linear foot \$63.50x 300 Linear Feet Total - \$19,050.00

Cost 1"x4" Doors cost per linear foot \$60.42x 42 Linear Feet - Total \$2,538.00

Pricing \$25,824.00

- *Best Option with a composite product, with stainless steel attachment. Only maintenance would check the silicone every couple of years when the roof is inspected.*

Flashing: Replace porch flashing with a 5"x5" galvanized metal, caulking behind and screwing with a 1.5" galvanized screw with neoprene washer every 6" around the building securing flashing to the building.

Pricing per liner Foot \$15.50x 150 Linear Feet - Total \$2,325.00

Total Option 1 - \$28,149.00

Option 2:

1. 2"x12"x16' – Southern Pine, Marine Treatment .60CCA
2. 2"x4"x16' Southern Pine, Marine Treatment .60CCA
3. Hardie Fiber Cement Door Trim 1"x3.5"
4. Sherwin-Williams – wood primer (2) coats
5. Sherwin-Williams – Super Paint (2) coats
6. Silicone Caulk 20-year product.

Pricing Breakout:

2"x4" cost per linear foot \$19.14x 300 Linear Feet - Total \$5,742.00

2"x12" cost per linear foot \$82.70x 300 Linear Feet- Total \$24,810.00

Cost 1"x4" Doors cost per Linear Foot \$58.04x 42 Linear Feet- Total \$2,438.00

Pricing \$32,990.00

- This solution can only use 16 lumber due to crowning issues and keeping it level across the top of the building. The issues of cupping also exist with lumber and drying of any knots that exist. This solution has more steps and labor to 2-coat prime the lumber, then paint coat one and after installed coat two. This solution will need maintenance every couple of years due to the heat expansion and contraction of lumber. All the painted surfaces need to have a fresh coat to keep the material sealed from Florida elements. (This solution will not look as good as Option 1 because it is a natural product vs. a manufactured product like Owens Corning lumber.

Flashing: Replace porch flashing with a 5"x5" galvanized metal, caulking behind and screwing with a 1.5" galvanized screw with neoprene washer every 6" around the building securing flashing to the building.

Pricing per liner Foot \$15.50x 150 Linear Feet - Total \$2,325.00

Total Option 2 - \$35,315.00

Safety:

- OSHA standard and guidelines will be followed including having MSDS sheets available on site.

Work Standard:

- All work is to be completed in a workmanship-like manner according to standard practices.
- Worker/s will remain on the jobsite until completion of the project.
- The work site shall be cleaned daily, and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Change Orders:

- If after you agree to this proposal for work, you desire any changes or additional work, PLEASE contact us, as the cost of any revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- This proposal is valid for **30 days**, unless otherwise notated.

Payment:

- Acceptable forms of payment are Check, ACH, or EFT.

Signature: _____
Earthwise Infrastructure Solutions, LLC

Date: _____

Acceptance of Proposal

- Please indicate your acceptance of this proposal by signing both copies and returning one copy.
- By signing this proposal/contract, I acknowledge that I have read and understand the terms of this proposal.

Name: _____
Please print – Representative Name & Title

Date: _____

Signature: _____

Date: _____

Jacksonville Roofing USA, LLC.
State Certified Roofing Contractor
Roofing Repair Estimate

September 18, 2024

Salesman: Jimmy Garza 904-759-1037

Ryan Shaney
City of Neptune Beach
Administration Building
2010 Forest Ave
Neptune Beach, FL 32266
Phone: 904-749-0069
Email: rshaneyfelt@nbfl.us



Jacksonville Roofing USA, LLC.

Scope of Work: Dry-In Package for Outside Perimeter

Part 1

- Install counter flashings over stucco wall around entire perimeter of building.
- Install a boral self-adhered peel and stick over counter flashing and over parapet wall.
- Haul all debris away from job after roof completion.

Part 2

- Install a 4 ½" drip edge on new Cornish trim around perimeter of building. Color is **White.**
- Then install a new Liberty self-adhesive cap sheet on parapet walls. Color is **White.**
- All workmanship is guaranteed for 2 years.

Project Total Includes Material & Labor Cost: \$5,290.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra cost over and above the estimate. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control.

Acceptance of this proposal...the above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature of Client

Date

Jacksonville Roofing USA

Date

10702 Hood Road South, Suite 5, Jacksonville, FL 32257 · 904.759.1037
Licensed & Insured · CCC1326892

