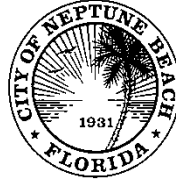




AGENDA
Regular City Council Meeting Amended
Monday, November 4, 2024, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Presentation of Neptune Trident Award to Beaches Go Green
3. APPROVAL OF MINUTES
 - A. **October 7, 2024, Regular City Council Meeting**
October 21, 2024, Special City Council Meeting
October 21, 2024, Workshop City Council Meeting
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT
 - A. November 2024 Report
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. **DP24-06**, Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for John Atkins of Atkins Builders for the property is currently known 500 Seagate Ave. 12-93 28-2S-29E JACKSONVILLE BEACH PARK LOTS 2,3 BLK 11 (RE# 173589-0000). The property is in the R-3 zoning district.
8. ORDINANCES
 - A. **EMERGENCY ORDINANCE NO. 2024-08**, An Emergency Ordinance Of The City of Neptune Beach, Florida Regarding the Protection of the Public Health, Safety, and Welfare by Eliminating Hazardous Conditions, Creating Chapter 27-127; Article III; Section 27-127, Which Prohibits Approval of Certain Development And Building Permits On Properties Where Certain Conditions Exist, and Amending Chapter 28; Article II; Section 28-4, by Amending the Definition of Nuisance; Providing for Conflicts, Severability, and Providing an Effective Date
 - B. **ORDINANCE NO. 2024-09, FIRST READ AND PUBLIC HEARING**, An Emergency Ordinance Of The City of Neptune Beach, Florida Regarding the Protection of the Public Health, Safety, and Welfare by Eliminating Hazardous Conditions, Creating Chapter 27-127; Article III; Section 27-127, Which Prohibits Approval of Certain Development And Building Permits On Properties Where Certain Conditions Exist, and Amending Chapter 28; Article II; Section 28-4, by Amending the Definition of Nuisance; Providing for Codification, Conflicts, Severability, and Providing an Effective Date
9. OLD BUSINESS / NONE
10. NEW BUSINESS

- A. Consideration of Approval of Pete's Thanksgiving Day Event - November 28, 2024
 - B. Consideration of Approval/Award of ITB No. 2025-01 -CONB Public Supply Well 5
- 11. COUNCIL COMMENTS
 - 12. ADJOURN



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 7, 2024, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, May 7, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

Mayor Elaine Brown	City Manager Richard Pike
Vice Mayor Kerry Chin	City Attorney Paul Waters
Councilor Lauren Key	Chief of Police Michael Key
Councilor Nia Livingston	Chief Financial Officer Jaime Hernandez
Councilor Josh Messinger (via CMT)	Community Development Director Heather Whitmore
	Public Works Director Deryle Calhoun
	Parks and Sustainability Director Colin Moore
	City Clerk Catherine Ponson

Call to Order/Roll
Call/Pledge

Mayor Brown called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

APPROVAL OF MINUTES

Minutes

Made by Chin, seconded by Key.

MOTION: TO APPROVE THE FOLLOWING:

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

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

CITY MANAGER REPORT

City Manager
Report

City Manager Richard Pike gave an update on the audit and the contract between the City of Neptune Beach and Beaches Energy.

Public Works Report Public Works Director Deryle Calhoun gave an update on the Capital Improvement Projects, including public works, stormwater, and water and sewer departments.

Police Chief Comments Chief of Police Michael Key asked for everyone's prayers for the traffic fatality that occurred on Friday, October 4, 2024. He has no other information to release. He urged everyone to take pause and not rush to judgement or criticism but to approach any change with pragmatism. He has been in constant contact with the Florida Highway Patrol.

He also reported that volunteer members of the Neptune Beach Police Department were sent to Suwanee County under a mutual aid request to assist the Sheriff's Office and Live Oak Police Department after Hurricane Helene. He is confident that the City of Neptune Beach benefitted from strengthening the relationship with our partners should the City need their help. He added that the City is working nonstop on preparedness due to impending Hurricane Milton. He requested people not put themselves in a situation that puts first responders in danger trying to save you.

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS

V24-04, DP24-05, 117 First Street, Pete's Bar **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 a 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

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.

Staff Presentation Community Development Director Heather Whitmore explained that the variance, V24-03, would be reviewed first for the required parking and then the development order would be reviewed. The development order, DP24-05, would have conditions that could be modified. Both cases require concurrent review together.

Ms. Whitmore reported that the item was brought before the Community Development Board on September 11, 2024.

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 one parking space per four 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 one 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.

The applicant is returned to the Community Development Board and now 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. 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).

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 are 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 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 Bar 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 Bar.

**Staff
Recommendation**

Staff recommend 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 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.

Ms. Whitmore reported that the CDB voted 4-2 with one abstention to conditionally approve the variance. They permitted a two-parking space variance, not a four-parking space variance. They also voted unanimously with one abstention to conditionally approve the development order. They modified staff recommendations to state that the applicant should mitigate only 10 of the required parking spaces and not 12 spaces and the rest of the conditions stand.

Council
Questions/
Discussion

Vice Mayor Chin questioned if Ms. Whitmore is confident that the applicant will be able to meet the recommended conditions?

Ms. Whitmore stated they could complete them as they have a full plan set and what will allow them to close out their Certificate of Occupancy (CO) is engaging in the parking payment in-lieu and satisfying that condition of the development order.

City Attorney Paul Waters recommended if Council accepts the staff recommendations, to also add on putting time certain conditions on items such as the parking payment in-lieu and the CO.

Councilor Livingston questioned why the informal agreement for the four parking spaces was not part of the parking program?

Ms. Whitmore answered that the applicant stated that the spaces were not part of the program. Staff has not found any indication that there was a formal agreement or documentation that they are not part of the parking program.

Ms. Whitmore confirmed Councilor Messinger's statement that the four spaces are in the City right-of-way.

Councilor Messinger commented that any time any other applicant has utilized City right-of-way, they don't get parking count privileges toward the city right-of-way. Additionally, they have had to lease those spaces and pay monthly for the dumpster, such as The Local. He added we should be consistent and fair with how we have treated other businesses.

Councilor Key's questioned is it the assertion that the spaces are private?

Ms. Whitmore answered that the applicant feels that they have had sole use of those spaces historically and should be given credit for them. That is their justification to account for the use of those spaces.

Councilor Key pointed out that there was an accident, and the City was served with a lawsuit as it was on City property. If that was the applicant's property, then they would be served

the lawsuit. She asked if there was anywhere else to place the dumpster? It is unsightly where it currently is.

Ms. Whitmore reported that it had been discussed at the CDB meeting. The site is very constrained and is a zero-lot line. The fact that they have a seven-space area behind the building is unusual. The only place it could go is in that location.

Mr. Waters pointed out that Article I of the Florida Constitution states you cannot use public funds for private benefit. This means the city cannot give its property away.

Councilor Key asked if it would be out of line to push this back to have more conversations instead of making a decision now and ending up in another stalemate?

Ms. Whitmore remarked that it was suggested that the applicant applied for a lease for that area. They were not ready to do that at this time.

Councilor Key expressed that she is not comfortable moving forward with this as this is the first time hearing about some of this.

Ms. Whitmore answered Councilor Livingston's inquiry that if there was a lease agreement, there would be no need for a variance. She added that they are asking for a four-space variance in an area that is occupied by two spaces and a dumpster.

Councilor Livingston stated that it is City property, and the applicant is saying that they don't want to enter into a lease agreement because they believe they have a right to those spaces. She added she would push to enter into a lease agreement as we are violating the Florida Constitution as it stands right.

Mr. Waters advised that could be one of the conditions for approval is to enter into a lease agreement.

Ms. Whitmore pointed out that the purpose of the parking fee in lieu of program is to account for these types of situations. The variance is to alleviate payment in-lieu for four spaces.

Councilor Messinger stated that we are trying to combine issues. The one issue is do we want to grant variances so the applicants can count city-owned land. For the dumpster, they could lease City property and treat it just as we have with The Local. Or they could put the dumpster on their property and they would have to mitigate those spaces because they are no longer being use for parking. He added that the Council voted on a space count almost a year ago. He would not want to see it continue to drag out and wants to vote on what is before Council. We would then allow them the option to mitigate the parking that a dumpster would take up or lease from the City, treating it the same as The Local.

Vice Mayor Chin agreed with Councilor Messinger. It would be simpler and more straightforward to consider the application at hand. Then it would be up to the applicant on how to move forward based on that vote.

Councilor Messinger suggested as a separate item with this dumpster, giving a timeline to enter into a lease agreement or move the dumpster onto their property and mitigate the space required.

Mr. Waters agreed that there should be a time certain on whatever decision is made.

Ms. Whitmore questioned what would be the consequences for not meeting the time certain conditions if not followed through?

Mr. Waters clarified that the ability to cease to utilize the space.

Variance Vote

Made by Chin, seconded by Key.

MOTION: **TO ACCEPT STAFF RECOMMENDATION TO DENY V24-03**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Swearing
In/Applicant

Mr. Waters administered the oath to anyone who would be presenting testimony.

Robert Tilka, representing Pete's Bar, 3584 Trident Court, Jacksonville Beach, stated they have had the parking spaces since they purchased Pete's Bar almost three years ago. They have not gotten any tickets. He added there was a handshake agreement between the Jensen Family and the City when the homes were moved there. He is asking for the variance to put the dumpster and take the two spaces next to it.

Shahab Derazi, 500 3rd Street S., Jacksonville Beach, reiterated that when they first purchased Pete's Bar, they found every piece of history and the parking was a handshake. They would like to build a dumpster corral. The other spaces are for employees and vendors. They are trying to continue to work with the City and make it better.

Development Order
Vote

Made by Chin, seconded by Key.

MOTION: **TO APPROVE THE DEVELOPMENT ORDER WITH THE FOLLOWING CONDITIONS:**

1. THE APPLICANT SHALL MITIGATE THE 12-PARKING SPACE DEFICIENCY WITH "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.
6. THE CERTIFICATE OF OCCUPANCY BE ISSUED WITHIN 45 DAYS
7. THE "PAYMENT IN-LIEU OF AGREEMENT" BE ENTERED INTO WITHIN 30 DAYS

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

OLD BUSINESS

Purchase of City Right-of-Way 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. Mayor Brown announced this item was deferred.

NEW BUSINESS

Res. No. 2024-07, Order of Business Resolution No. 2024-07, Order of Business. A Resolution of the City of Neptune Beach Establishing the Order of Business for the City Council Regular and Workshop Meetings.

Made by Chin, seconded by Key.

MOTION: TO ADOPT RESOLUTION NO. 2024-07, ORDER OF BUSINESS

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Res. No. 2024-08, PORF Board Appt Resolution No. 2024-08, A Resolution of the City of Neptune Beach Appointing Member to the Police Officers' Retirement Board. This resolution appoints Raymond Len to fill the unexpired term of John Jolly on the Police Officers' Retirement Board.

Made by Livingston, seconded by Key.

MOTION: TO ADOPT RESOLUTION NO. 2024-08, APPOINTING RAYMOND LEN TO THE POLICE OFFICERS' RETIREMENT BOARD

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Summer Sands Speed Hump Application Summer Sands Speed Hump Application.

Made by Livingston, seconded by Key, Messinger.

MOTION: TO APPROVE THE SUMMER SANDS SPEED HUMP APPLICATION

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Termination of Declaration of Emergency Hurricane Helene Termination of Hurricane Helene Declaration of Emergency.

Made by Key, seconded by Livingston.

MOTION: **TO TERMINATE THE DECLARATION OF EMERGENCY DUE TO HURRICANE HELENE**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Declaration of
Emergency/
Hurricane Milton

Declaration of Emergency Due to Impending Hurricane Milton.

Made by Chin, seconded by Livingston.

MOTION: **TO APPROVE THE DECLARATION OF A STATE OF EMERGENCY FOR THE CITY OF NEPTUNE BEACH DUE TO IMPENDING HURRICANE MILTON**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Water/Wastewater
Laboratory Services

Memorandum of Understanding between JEA and CONB to Provide Water and Wastewater Laboratory Services. Mr. Calhoun explained that JEA operated their own analytical laboratories to provide samples for their facilities. They have the same permits that the City has with DEP. This authorizes their lab to provide those services at a reduced cost compared to the commercial laboratory being utilized now. He has provided the MOU that was approved by the JEA Board. The recently approved Neptune Beach budget includes funds for anticipated laboratory services.

Made by Chin, seconded by Livingston.

MOTION: **TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN JEA AND CONB TO PROVIDE WATER AND WASTEWATER LABORATORY SERVICES**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Senior Center Roof
Repair

Senior Center Roof Repair. Mr. Calhoun reminded everyone the facility sat unfinished and unused for a number of years. The facility was originally six premanufactured units bolted together to form one structure of about 5,000 square feet. Last year, roof seams were repaired. Those were the seams where the six modular units were buttoned together. This summer, there were reports of musty odors. Moisture probes were used and identified in the northwest room a percentage of moisture that indicated there was water behind the panels.

Mr. Calhoun explained Earthwise was issued a purchase order in August 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. He added that the roofer is concerned that the existing cornice is saturated. He also suggested we could get a second opinion from the roofer who replaced the City Hall roof and getting other quotes. Staff is requesting a change order in the amount of \$28,149 for removing and replacing the perimeter cornice and related work and 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. He pointed out that the CFO has identified the CDBG fund that will provide the funds for this repair.

Vice Mayor Chin commented that it looks like there were construction details not inspected at the time this was put together. There was not a project manager at the time.

Made by Chin.

MOTION: **TO AWARD EARTHWISE INFRASTRUCTURE SOLUTIONS FOR \$28,149.00 AND JACKSONVILLE ROOFING USA, LLC FOR \$5,290.00 FOR SENIOR CENTER REPAIRS**

Councilor Livingston stated she feels that the City is at a point where the Senior Center is there and we can't after five years let it become dilapidated. She would like to see the other options. She would feel more comfortable exhausting all of the options.

Vice Mayor Chin withdrew his motion.

Councilor Key expressed that with the Senior Center we are constantly throwing good money after bad.

Mayor Brown announced this would be deferred until Mr. Calhoun could get back to Council with more information.

Councilor Key expressed her appreciation to Mr. Calhoun and staff for seeing a problem and being proactive in fixing it.

COUNCIL COMMENTS

Vice Mayor Chin announced that there is a running track at Neptune Beach Elementary that is in need of improvement. The PTA is organizing a 5K to raise funds to rebuild the track. They are seeking sponsors for this event.

Councilor Key added that the track and playground at Neptune Beach Elementary is considered a city park. After 6:00 p.m. Monday- Friday and on the weekends, it is available for use as a public park. They need to raise \$90,000 to make this happen. She would like, with support of Council, give direction to the City Manager to have Colin Moore proactively see what we can do as a City to help this cause. She would also like to see what the City could contribute.

Adjournment

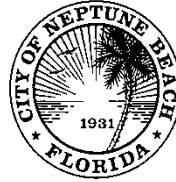
There being no further business, the meeting adjourned at 7:38 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, OCTOBER 21, 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, October 21, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

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

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Commander Liam Toal
 Chief Financial Officer Jaime Hernandez
 Public Works Director Deryle Calhoun
 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 Livingston led the Pledge of Allegiance.

**Res. No. 2024-09,
 Florida City
 Government Week**

Resolution No. 2024-09, A Resolution of the City of Neptune Beach Recognizing Florida City Government Week, October 21-27, 2024. Mayor Brown announced that October 21-27, 2024, is Florida City Government Week. The City would be having events throughout the week including spotlighting a City employee on our social media platforms and participating in the Beaches Town Center Fall Festival on Wednesday, October 23, 2024.

Made by Messinger, seconded by Chin.

MOTION: **TO ADOPT RESOLUTION NO. 2024-09, A RESOLUTION RECOGNIZING
 FLORIDA CITY GOVERNMENT WEEK**

Roll Call Vote:

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

MOTION CARRIED

**Hurricane Milton
 Emergency
 Termination**

Termination of Declaration of Emergency Due to Hurricane Milton.

Made by Messinger, seconded by Key.

MOTION: TO TERMINATE THE DECLARATION OF EMERGENCY DUE TO HURRICANE MILTON

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Sewer Pipes
Cleaning and
Televising

Cleaning and Televising Sanitary Sewer Pipes – Oceanwood Subdivision and Portions of Fletcher Pump Station Collection Basin. Public Works Director Deryle Calhoun stated that a significant amount of the City's sanitary collection system is clay pipe. Council recently approved the cleaning and televising the Indian Woods subdivision pipes. Following the recent 26 inches of rain received in August and September, there were problems with the system. These included some overflows in Oceanwood subdivision and with the system that receives flow from the Fletcher pump station.

Mr. Calhoun advised there were quotes received for 7,000 feet of pipe. The staff report stated 10,000 feet in error. The lowest bidder was Atlantic Pipe Services in the amount of \$24,919.35. There are funds for this expenditure in the Sewer Repair and Maintenance budget item.

Councilor Messinger pointed out that while the background documentation states 10,000 feet, all the bidders were charging per linear foot on their rates, at the end of the day it was an apples-to-apples comparison, and this is the most appropriate bid.

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE/AWARD TO ATLANTIC PIPE SERVICES IN THE AMOUNT OF \$24,919.35 WITH AUTHORIZATION FOR CHANGE ORDERS UP TO 10% OF AWARD

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

PUBLIC COMMENTS

Public Comments

Kathy Cobb, 125 Yucca Place, Neptune Beach, wanted to make sure all of Council knew how important the Senior Center is to many people. She reported that the total average of people there in 23-24 was 1,287 and there were 1,603 events. There is a group going to Greece in April 2025. She presented a copy of the October 2024 schedule of classes. She stated it has been closed and is curious if there is any discussion about relocating. There is no Senior Center that has the amount of activity that this one does.

Sandi Gunter, 13925 Shipwreck Circle, Jacksonville, stated she lives across the bridge and there is no other place she would go. The Senior Center is well run and organized. She is there four days a week and is also going on the trip to Greece. She added it makes her feel better to go to the classes. She hopes while it is being fixed, there is somewhere to be and gather and keep up their health.

Donna Denney, 1192 Salt Marsh Circle, Ponte Vedra Beach, commented she comes to this beach to go to the Senior Center. She added there is something special about this Senior Center. It is helpful to her recent injuries. The longer it stays closed, people's lives are impacted.

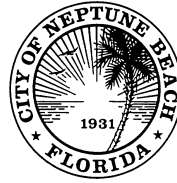
Adjournment There being no further business, the Special Meeting adjourned at 6:15 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, OCTOBER 21, 2024, 6:15 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, October 21, 2024, at 6:15 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 *(ab)*
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Chief Financial Officer Jaime Hernandez
 Police Commander Liam Toal
 Public Works Director Deryle Calhoun
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

Mayor Brown called the workshop meeting to order at 6:15 p.m.

ISSUE DEVELOPMENT**City Manager
Comments**

City Manager Richard Pike announced that all Neptune Beach registered voters will vote at the Beaches Branch Library on Election Day, November 5, 2024. Early voting is being held there as well. There will no longer be a polling location at the Christ United Methodist Church on Penman Road. All this information is being sent out on the Alert Neptune system, City website and social media platforms.

Mr. Pike also reported that one of the walkover bridges in Jarboe Park would be upgraded. This would put it in compliance with the East Coast Greenway for bikes and pedestrians. It will also take care of any safety issues.

Senior Center

Councilor Key commented that she did not know the Senior Center was closed.

Public Works Director Deryle Calhoun reported that he met with a consultant, and he is expecting a proposal to evaluate all sources of water leaks.

Councilor Key questioned if it could be utilized during that time it is being evaluated and if this is more significant than what was discussed at the October 7, 2024, Council meeting?

Mr. Calhoun confirmed that due to mold and additional intrusion after more panels were removed for investigation. There are preliminary ideas about how to repair the exterior. He added we would be submitting an insurance claim.

Mr. Pike advised that the City is looking at options for temporary relocation.

Adjournment There being no further business, the workshop meeting adjourned at 6:20 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager's Report

Departmental Recaps-11/04/2024

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

Community Development-Heather Whitmore

- **Community Development Board: November 13, 2024 @ 6 pm**
 - Code Enforcement Policies, Procedures, and Priorities
 - Boat/RV Code:
 - Sec. 22-28. - Parking of boats and trailers
 - Sec. 27-335. - Parking, storage, or use of major recreational equipment.
- **City Council: November 4, 2024**
 - 500 Seagate Lot Split
- **108 Orange St – Petition for Relief FS. 70.51 Mediation: October 31, 2024 @ 9 am**
 - Mediation Hearing located at City Hall
 - CONB served 25 citizens notices of 108 Orange St – Petition for Relief via hand delivery or signature
- **Special Code Magistrate: November**
 - 1901 Forest Ave trees
- **V24-03/DP24-05: Pete's Bar parking variance request and development order**
 - Parking fee in lieu of account and contract
 - November 7, 2024 deadline
- **Penman/Florida lighting and bike/ped safety**
 - Roundabout Justification Study
- Fee Resolution Table needs to be updated: I suggest all departments work with Finance to do so
- Utility code and ROW permitting process update

IT Department-Ricardo Pizarro

- VoIP – preparing for deployment on the 30th. We have recently installed the new lines at all necessary locations for the transition. We are still waiting on confirmation for recording on the PD lines, but that will either be with a joint effort with COJ, or we will purchase it ourselves, as it is the agency's responsibility.
- P1 – Testing was completed successfully with 911. We are not just waiting on COJ to grant access to provision the last remaining steps to move forward.
- Timeclocks – We are prepared to deploy the new timeclocks to PW in the coming days to finalize the payroll and timekeeping projects.
- GIS – Have been working to complete the Portal integration for the new GIS Administrator when they come onboard.
- Datacenter – getting quotes lined up and ready for approval from the city council for the new equipment to finally transition from on-site to a disaster recovery site.

Parks & Sustainability-Colin Moore

- Replacement shower for Hopkins St beach access delivered, and Public Works will be installing after an expanded concrete pad is constructed
- Town Center palm trimming will be completed week of 10/28
- Path repaving on the east side of Jarboe Park pond scheduled for completion in early October to connect with recently constructed wider bridges
- Meeting about potential funding opportunities for the Neptune Beach Elementary Track scheduled for 10/28
- Working with the Police Dept on traffic calming opportunities for Fifth St
- Movies with the Mayor scheduled for 11/15 at Jarboe Park
- Due to water intrusion, Jarboe Park court light fixtures and housings are being replaced under the manufacturer's warranty

Senior Center-Leslie Lyne

- 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
- Changes in Medicare 2025 Seminar scheduled October 28 @9:30am City Hall
- Researching options for a temporary location for events/classes/etc. Neptune House not an option-no available parking; First Christian Church of the Beaches-not available; will update as options are made available.
- 2024-2025 FY: **October 2024, operational 6 Days; documentation collected: 197 individuals; 303 direct services delivered.** This data does not include the Medicare presentation scheduled at City Hall on October 28, 2024, which is estimated to be a minimum of 20+ individuals-this number, in all probability, will be added to the direct services delivered.

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:
 - Laborer 1
 - Beaches Parking Ambassador
 - School Crossing Guard
 - Police Officer
 - Emergency Communications

- We are excited to announce the addition of Mr. Horniak to our team. He will be an asset in Public Works as a Utility Laborer I in the Distribution and Collections Division.
- Final revisions of the Employee Handbook will be presented to the City Manager for review in November.
- Local630 elections, which determine the representatives for the two units within City Hall, have concluded.
- Open Enrollment began on October 24, 2024.

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 started the closing process FY 2023-24 on 10/21/2024.
 - 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. The budget for FY 2024-25 has been uploaded into TYLER:
 - Reviewing and correcting discrepancies
4. Payroll Implementation:
 - Payroll for 10/04 and 10/18/2024 were successfully processed.
 - Timekeeping system is tentatively scheduled to go online this Saturday, October 26, 2024.
 - i. We are continuing to troubleshoot some issues with the application.

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. **Replacement Well 5 award recommendation to Council 11.04.24.** Mechanical and electrical will be accomplished utilizing existing support contracts. **Mechanical and electrical award recommendation tentative for 11.18.24.**
- Water Management District – **Following additional data discussion meeting with WMD, the final response to Request for Additional Information (RAI) submitted by engineering consultant 10.25.24.**
- Fire protection water supply gap analysis – **The draft report was received and is being reviewed.**

Wastewater System

- Permit renewal application submitted to FDEP. The treatment capacities of both plants will be addressed during the permit renewal process.

- Redundant 3rd Street Gravity – Consulting engineer has submitted permit application package to FDOT. **FDOT permit is proceeding. Engineer submitted for FDEP permit 10.16.24.**
- Florida Blvd force main extension to plant – Field survey is complete. City Engineer working on design; expected to apply for FDEP permit in October. Project may initially terminate before the treatment plant, thereby saving construction cost. Project was approved in FY25 budget.
- Stormwater and groundwater Inflow and Infiltration (I&I) reduction effort - Worked with consulting engineer to identify wastewater pipes for targeted cleaning and televising to identify any defects, including customer service laterals. **Indian Woods subdivision main pipes are complete, and service lateral inspections began 10.21.24. Council awarded for cleaning and televising Oceanwood and parts of Fletcher pump station collection system on 10.21.24**
- **Pipe along Penman Road contributing significant groundwater to the system was lined 10.03.24. Service laterals will be inspected as well; tentative for week of 10.28.24.**
- **Northbound depression in 3rd St at Myrtle St – FDOT permit was received; scheduled for excavation the week of 11.04.24.**

Stormwater System

- **System-wide stormwater model is complete.**
- Hopkins Creek improvements at Florida and Forest – Design underway with COJ engineering consultant.
- Design for various small projects was approved by council. **Design is complete. FDOT permit will be required.**
- 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 plant variety was installed. Another product has been procured for trial and will be installed by Public Works.**
- Municipal Separate Storm Sewer Systems (MS4) permit compliance audit completed with FDEP.

Streets

- **Milling and paving previously approved by Council is complete. Additional paving was approved by Council for FY25.**

City Clerk-Catherine Ponson

- Submitted Continuing Assignments for Clerk Professional Program
- Recognized and participated in Florida City Government Week Activities, including Council resolution and Beaches Town Center Fall Festival
- Prepared and executed Declarations of Emergency for Hurricanes Helene and Milton
- Fulfill ongoing public records requests and answered questions
- Ongoing 2024 Election updates
- Prepare Minutes and Council agenda packets



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

AGENDA ITEM:	DP24-06
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	November 4, 2024
BACKGROUND:	DP24-06 Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for John Atkins of Atkins Builders for the property is currently known 500 Seagate Ave. 12-93 28-2S-29E JACKSONVILLE BEACH PARK LOTS 2,3 BLK 11 (RE# 173589-0000) This a request for a subdivision plat approval as outlined in chapter 27, division 3. – “Platting Requirements” for a property currently known as 500 Seagate Avenue. The subject property is located on the northwest side of the intersection of 4th and Seagate Avenue/20th Avenue N in the R-3 zoning district. The lot is .28 acre (12,196 square feet) and contains one single family dwelling. The applicant is requesting to subdivide the 12,196 square foot parcel into two conforming lots. The parcel is currently two north/south oriented lots, both of which front on Seagate Avenue. The applicant is replating the lots in order to reorient the lots east/west to front on 4th Avenue. This item was brought before the Community Development Board on October 9, 2024. The Final Development Order requires review and approval by City Council. CBD voted unanimously to approve DP24-06.
BUDGET:	NA
RECOMMENDATION:	Staff recommends approval of application DP24-06 replat for 500 Seagate Avenue.
ATTACHMENT:	Exhibits: A. Community Development Board Staff Report B. October 7, 2024, Community Development Board Minutes

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: October 09, 2024
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: DP24-06

TO: Community Development Board

FROM: Heather Whitmore, AICP, PTP Community Development Director

DATE: September 26, 2024

SUBJECT: Replat 500 Seagate Ave

DP24-06 Application for a replat as outlined in Chapter 27, Article 3 of the Unified Land Development Code of Neptune Beach for John Atkins of Atkins Builders for the property is currently known 500 Seagate Ave. 12-93 28-2S-29E JACKSONVILLE BEACH PARK LOTS 2,3 BLK 11 (RE# 173589-0000).

Background

This a request for a subdivision plat approval as outlined in chapter 27, division 3. – “Platting Requirements” for a property currently known as 500 Seagate Avenue. The subject property is located on the northwest side of the intersection of 4th and Seagate Avenue/20th Avenue N in the R-3 zoning district. The lot is .28 acre (12,196 square feet) and contains one single family dwelling.

The applicant is requesting to subdivide the 12,196 square foot parcel into two conforming lots. The parcel is currently two north/south oriented lots, both of which front on Seagate Avenue. The applicant is replating the lots in order to reorient the lots east/west to front on 4th Avenue.

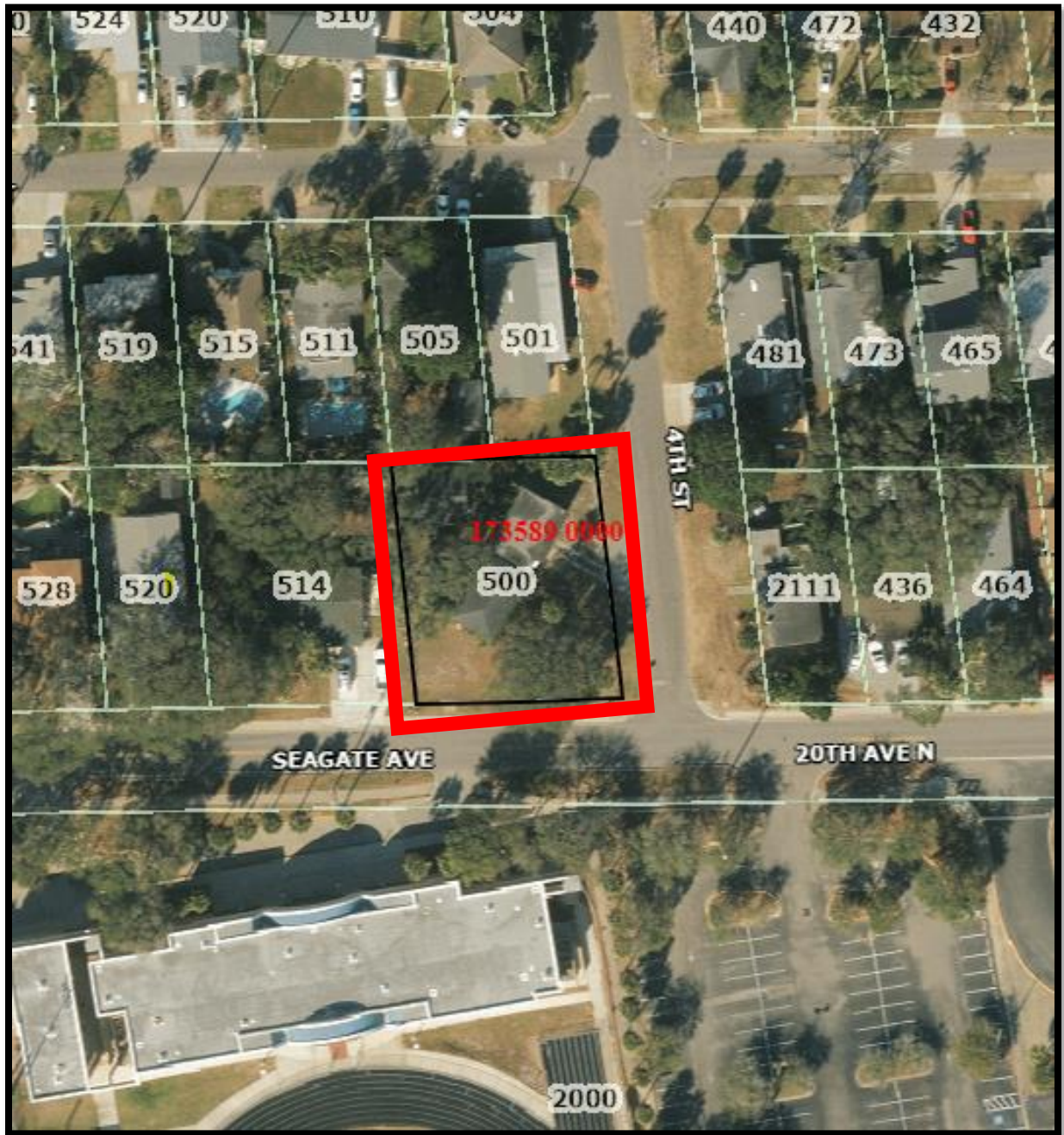


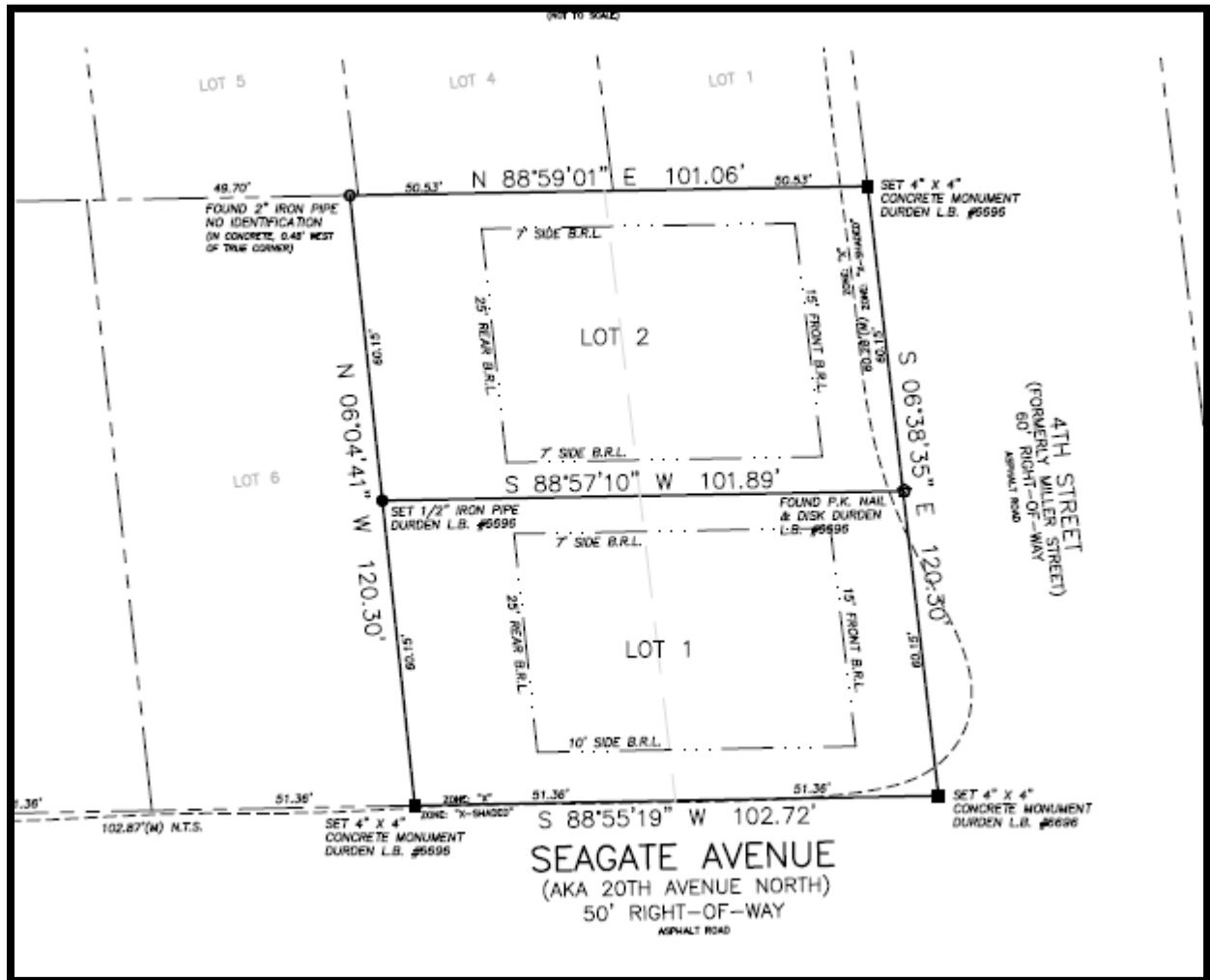
Figure 1: 500 Seagate Ave

Summary

The R-3 zoning has a minimum lot size of 5,000 square feet. The front yard setback is 15 feet, the rear yard setback is 25 feet, the side interior setback is seven feet, and the side street setback is ten feet. The lot width is 50 feet.

	R-3 ZONING	PROPOSED LOTS
MINIMUM LOT SIZE	5,000 SF	6,060 SF
MINIMUM LOT WIDTH	50'	60'

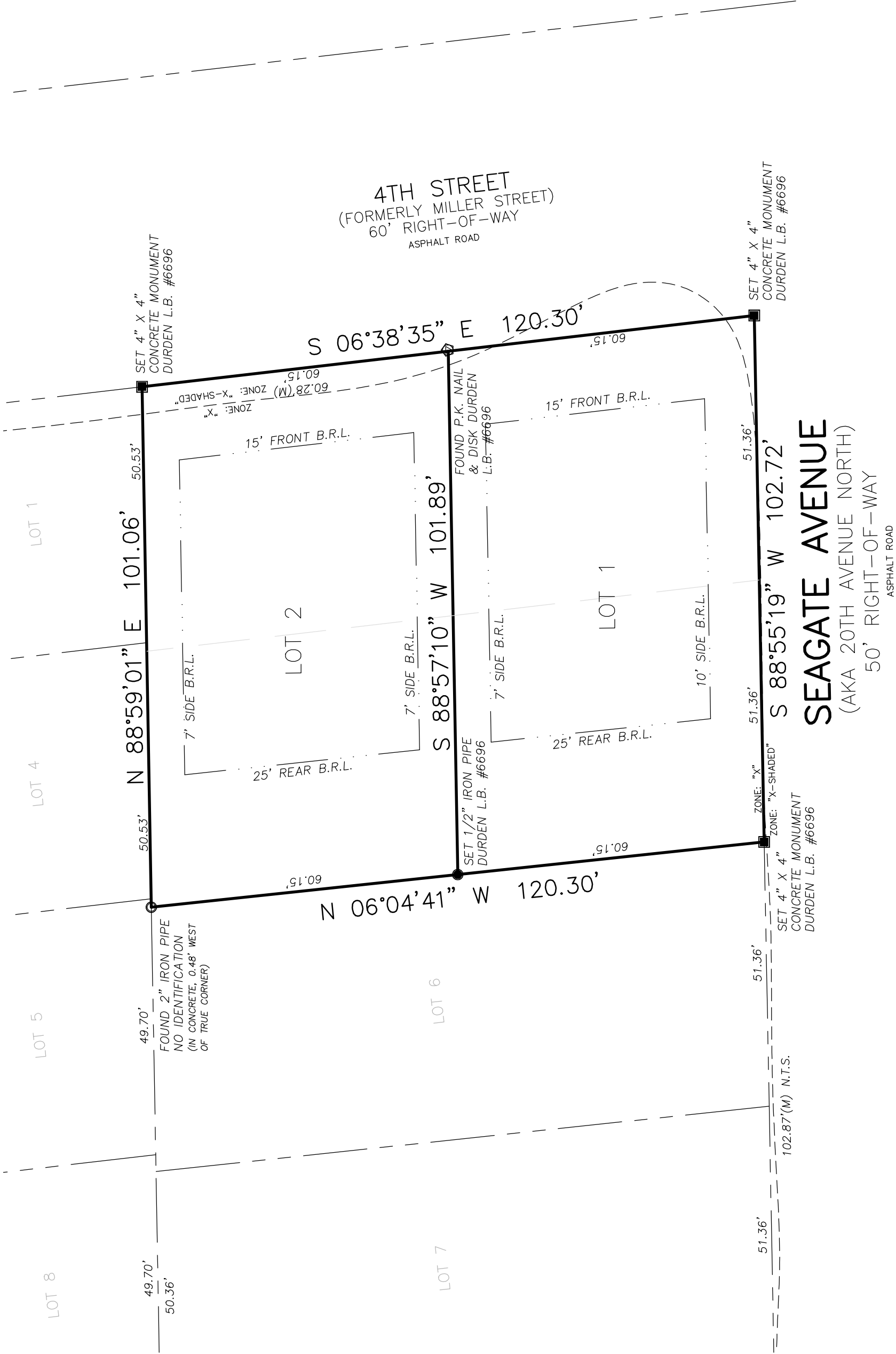
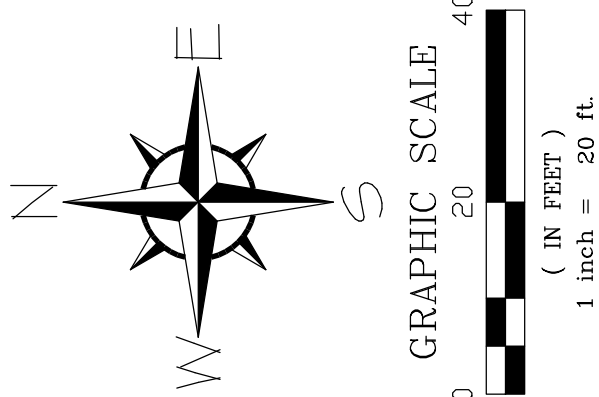
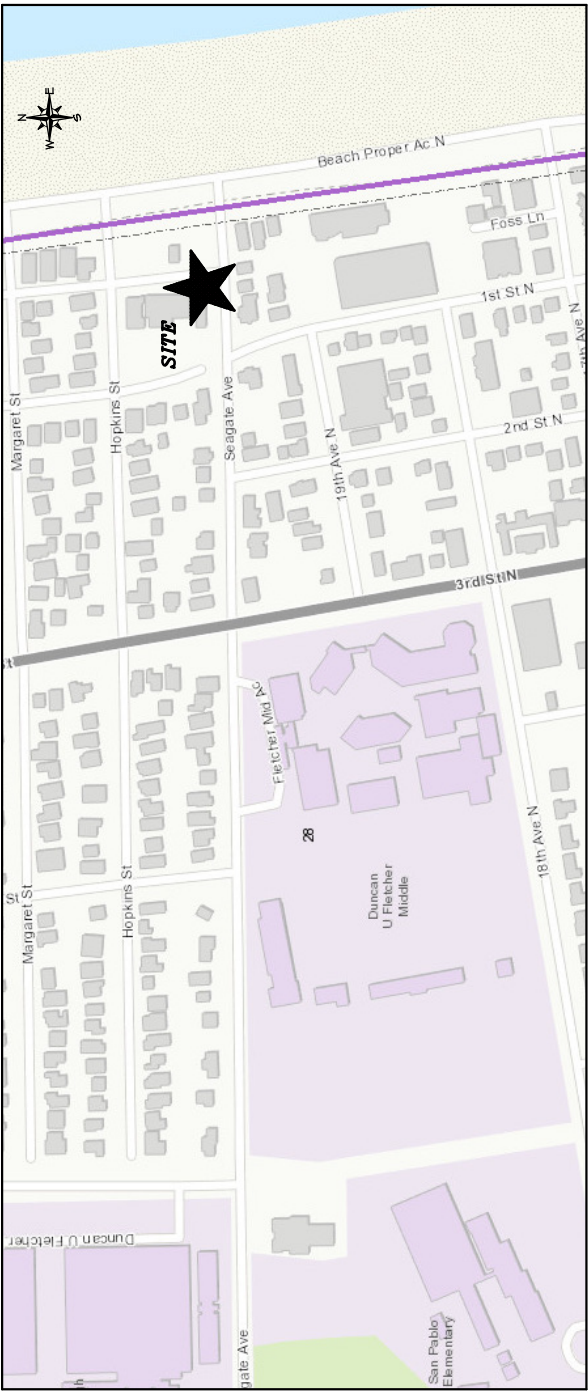
The proposed replat contains two 101' x 60', 6,060 square foot lots. Each lot exceeds the 5,000 square foot minimum lot size and 50 foot minimum lot width requirement.



Staff Recommendation

Staff recommends approval of application DP24-06 replat for 500 Seagate Avenue.

BEING A REPLAT OF LOT 2 AND LOT 3, BLOCK 11, JACKSONVILLE BEACH PARK, AS RECORDED IN PLAT BOOK 12, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA



NOTES:

THIS PROPERTY LIES IN FLOOD ZONE "X". FLOOD ZONE AND "X-SHADED" PER FLOOD INSURANCE RATE MAP (FIRM). NEPTUNE BEACH, DUVAL COUNTY, COMMUNITY No. 120079, MAP/PANEL No. 12031C-0417-J, REVISED NOVEMBER 2, 2018

BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE OF SEAGATE AVENUE AS BEING S 88°55'19" W

THE AREA AS DEPICTED HEREON HAS NO APPARENT WETLANDS.

N.T.S. DENOTES NOT TO SCALE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

ZONING DATA:

CURRENT ZONING: "NR-3" (NEPTUNE BEACH RESIDENTIAL)

SITE REQUIREMENTS:

SETBACKS:

(NORTH LOT)
FRONT: 15 FEET
BACK: 25 FEET
SIDES: 7 FEET

(SOUTH LOT)
FRONT: 15 FEET
BACK: 25 FEET
SIDE: 10 FEET

MINIMUM LOT SIZE: INFORMATION WAS NOT PROVIDED
MAXIMUM DENSITY: INFORMATION WAS NOT PROVIDED
MAXIMUM HEIGHT: INFORMATION WAS NOT PROVIDED
MINIMUM PARKING REQUIREMENTS: INFORMATION WAS NOT PROVIDED

CAPTION

BEING A REPLAT OF LOT 2 AND LOT 3, BLOCK 11, JACKSONVILLE BEACH PARK, AS RECORDED IN PLAT BOOK 12, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT ATKINS HOMES, IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS TRUE AND CORRECT PLAT OF THOSE LANDS.

ATKINS HOMES

IN WITNESS THEREOF, ATKINS HOMES, HAS CAUSED THESE PRESENCE TO BE SIGNED THIS _____ DAY OF _____, 2024.

WITNESS SIGNATURE

PRINT NAME

WITNESS SIGNATURE

PRINT NAME

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2024, BY ATKINS HOMES, OWNER, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____, PAGES _____ OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA ON THIS _____, 2024.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINT NAME: _____

COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK _____, PAGES _____ OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA ON THIS _____, 2024.

CLERK OF THE CIRCUIT COURT

SIGNATURE OF DEPUTY CLERK

CITY OF NEPTUNE BEACH APPROVAL

EXAMINED AND APPROVED BY THE CITY COUNSEL OF NEPTUNE BEACH, THIS _____ DAY OF _____, 2024.

ELAINE BROWN, MAYOR

CATHERINE PONSON, CMC

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED AND FOUND IN CONFORMITY WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS _____ DAY OF _____, 2024.

SIGNATURE OF REVIEWING PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA LICENSE NUMBER

PRINT NAME

PRELIMINARY

H. BRUCE DURDEN JR.
PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER 4707
DURDEN SURVEYING AND MAPPING, INC.
985 11TH AVENUE SOUTH
JACKSONVILLE BEACH, FL 32250

PREPARED BY:

DURDEN

SURVEYING AND MAPPING, INC.
985 11TH AVENUE SOUTH
JACKSONVILLE BEACH, FLORIDA 32250
PHONE (904) 853-6822
FAX (904) 853-6825
LICENSED BUSINESS NO. 6696

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: 8/30/24	Name and address of the applicant requesting development review: (NOTE: If the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of 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: John Atkins P.O. Box 51262, Jacksonville, FL 32240 Contact phone # 904-465-3749 e-mail address Atkinsbuilders@hotmail.com	Property Address: 500 Seagate Ave Neptune Beach, FL 32266 Real Estate ID # 173589-0600 Lot 263 Block 11 Subdivision Jacksonville Beach Park Zoning District:	
Name and Address of Agent/Applicant: Michael Atkins 1805 Bartram Cir W, Jacksonville, FL 32207	Telephone #- 904-651-4485 Email: Matkinsconstruction@outlook.com	
Describe Request being made: This lot is already 2 combined lots. We want to split it but change the property lines so that both lots have frontage on 4th street.		
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.		

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.*

MICHAEL ATKINS
ATKINS BUILDERS, INC. is hereby authorized TO ACT ON BEHALF OF
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 _____

Signed and sworn before me on this 23rd day of Nov, 2024.

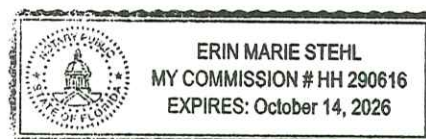
By

Identification verified: KID

Oath sworn: Yes No

Notary Signature

My Commission expires: 10-14-26



City of Neptune Beach

Check Number 1046
Check Date Jul 18, 2024

Item to be Paid - Description

Check Amount \$300.00
Discount Take Amount Paid

1

300.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

Atkins Homes, Inc.
1805 Bartram Circle West
Jacksonville, FL 32207
USA

Regions Bank
Jacksonville, FL

1046

Jul 18, 2024

300.00

Memo:

Three Hundred and 00/100 Dollars

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



[Handwritten signature]

Security features included. Details on back.

Prepared By:

Kristen Arranz
Gibraltar Title Services, LLC
4190 Belfort Road, Suite 475
Jacksonville, FL 32216

Return To:

David Ubbens
Gibraltar Title Services, LLC
4190 Belfort Rd., Suite 475
Jacksonville, FL 32216

Order No.: GTS-2480787

Property Appraiser's Parcel I.D. (folio) Number:
173589-0000

TRUSTEE'S DEED

THIS TRUSTEE'S DEED made and executed August 30, 2024 by John Alexander, III, Individually and as Successor Trustee of the Eleanor C. Alexander Revocable Living Trust dated August 1, 2008 (the "Grantor"), to Atkins Builders, Inc., a Florida corporation, whose post office address is 1888 Foss Lane, Jacksonville Beach, FL 32250-7459 (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assign of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of Duval, State of Florida, viz:

Lots 2 and 3, Block 11, JACKSONVILLE BEACH PARK, a subdivision according to the plat thereof recorded in Plat Book 12, Page 93, of the Public Records of Duval County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Subject to easements, restrictions, reservations, and limitations of record, if any.

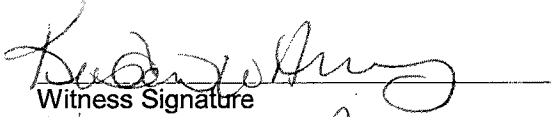
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in Fee Simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2023.

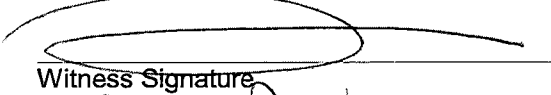
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:


Witness Signature

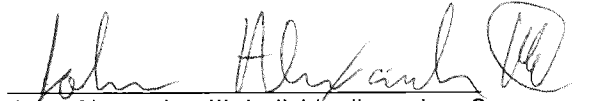
Kristen W. Arranz
Printed Name of First Witness

315 Atlantic Blvd
Atlantic Beach, FL 32233
Address of First Witness


Witness Signature

Tracey Paulsen
Printed Name of Second Witness

315 Atlantic Blvd Atlantic Beach, FL
32233
Address of Second Witness


John Alexander, III, Individually and as Successor
Trustee of the Eleanor C. Alexander Revocable
Living Trust dated August 1, 2008

Grantor Address:
2376 Foxhaven Drive West
Jacksonville, FL 32224-2010

State of Florida
County of Duval

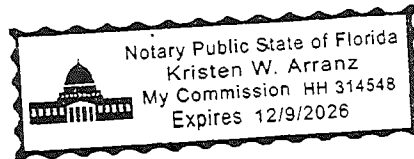
THE FOREGOING instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 27th day of August, 2024, by John Alexander, III, Individually and as Successor Trustee of the Eleanor C. Alexander Revocable Living Trust dated August 1, 2008 who has produced a driver's license as identification.


Notary Public - State of Florida

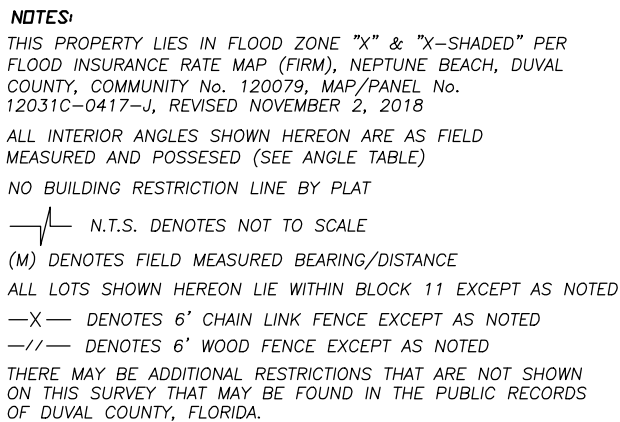
Kristen W. Arranz
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

(Notary Seal)



LOT 2 & LOT 3, BLOCK 11, JACKSONVILLE BEACH PARK, AS RECORDED IN PLAT
BOOK 12, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA



8/23/2024 - REVISED TO UN-SPLIT BOUNDARY ONLY (NO NEW FIELD WORK CONDUCTED)[W/O#24293]
8/7/2024 - ADDED CERTIFICATIONS [W/O#24253]
7/19/2024 - CONDUCTED BOUNDARY & SPLIT [W/O#24253](B-10478 & B-10479)

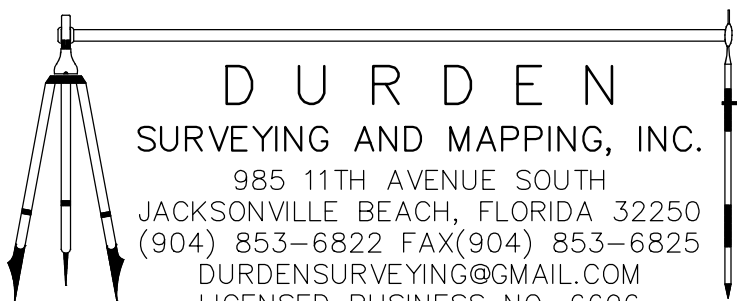
CERTIFIED TO:
ATKINS BUILDERS, INC.
GILBRALTAR TITLE SERVICES LLC
TITLE RESOURCE GUARANTY CO

I hereby certify that this survey meets the standards of practice as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes and Chapter 5J17 Florida Administrative Code

Bruce Durden Jr.
FLORIDA REGISTERED SURVEYOR No. 4707
H. BRUCE DURDEN, Jr.

FIELD: JULY 19, 2024
CAD FILE NO. PTL-2&3.B-11(500 SEAGATE AVE).DWG
SCALE: 1" = 20'
WORK ORDER NUMBER: 24293

B-10489

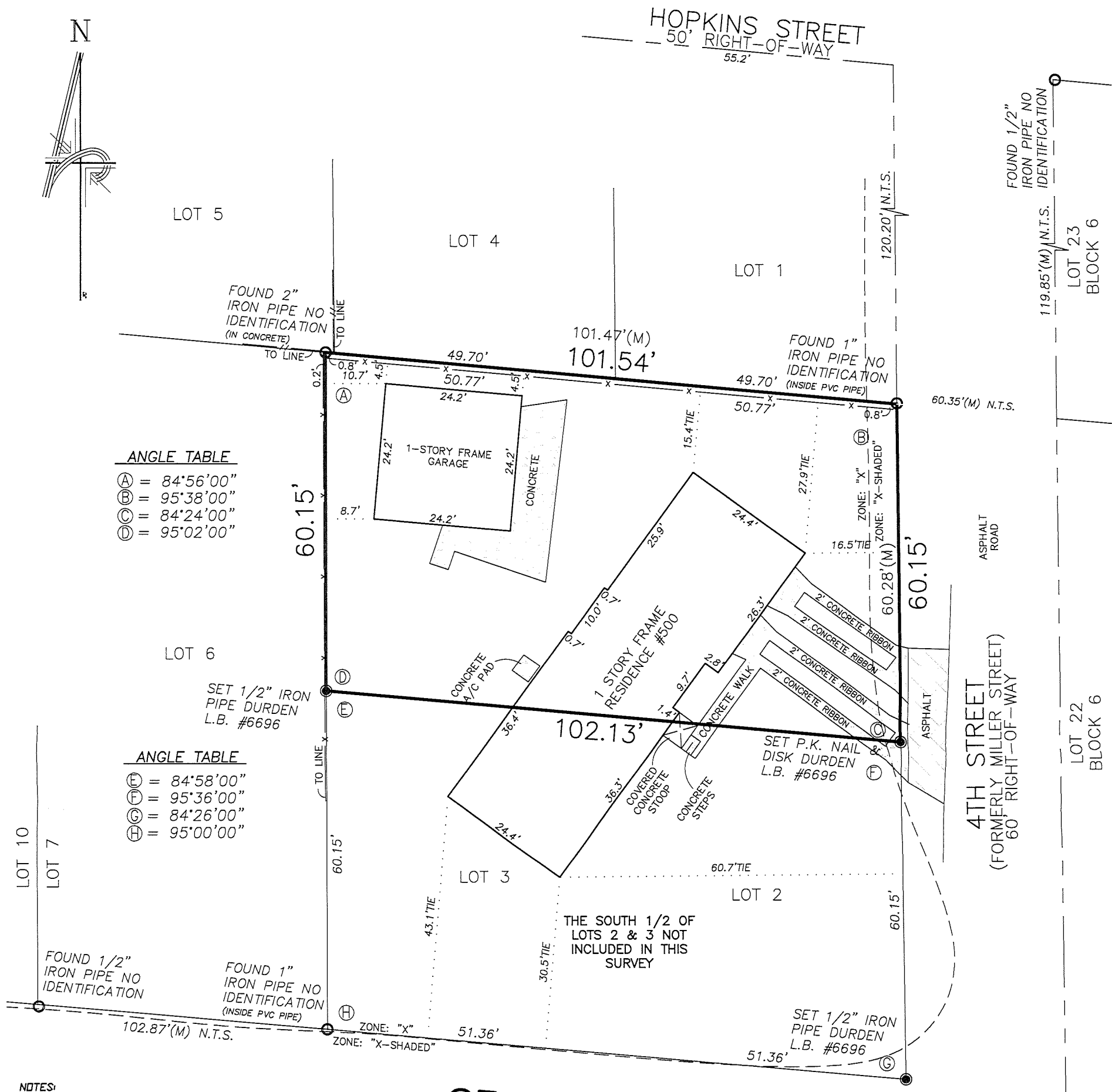


SURVEYOR'S NOTE:

THE SURVEY HEREON WAS MADE WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE AND THEREFORE THE UNDERSIGNED AND DURDEN SURVEYING AND MAPPING, INC., MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, CLAIMS OF EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT OR SEARCH OF TITLE. THIS SURVEY NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED.

MAP SHOWING BOUNDARY SURVEY OF:

THE NORTH 1/2 OF LOT 2 & LOT 3, BLOCK 11, JACKSONVILLE BEACH PARK, AS
RECORDED IN PLAT BOOK 12, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF
DUVAL COUNTY, FLORIDA



SEAGATE AVENUE
(AKA 20TH AVENUE NORTH)
50' RIGHT-OF-WAY



SURVEYOR'S NOTE:

THE SURVEY HEREON WAS MADE WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE AND THEREFORE THE UNDERSIGNED AND DURDEN SURVEYING AND MAPPING, INC., MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, CLAIMS OF EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT OR SEARCH OF TITLE. THIS SURVEY NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED.

I hereby certify that this survey meets the standards of practice as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes and Chapter 5J17 Florida Administrative Code

H. Bruce Durdén, Jr.
FLORIDA REGISTERED SURVEYOR No. 4707
H. BRUCE DURDEN, JR.

FIELD: JULY 19, 2024

CAD FILE NO. PTL-2&3.B-11(500 SEAGATE AVE).DWG

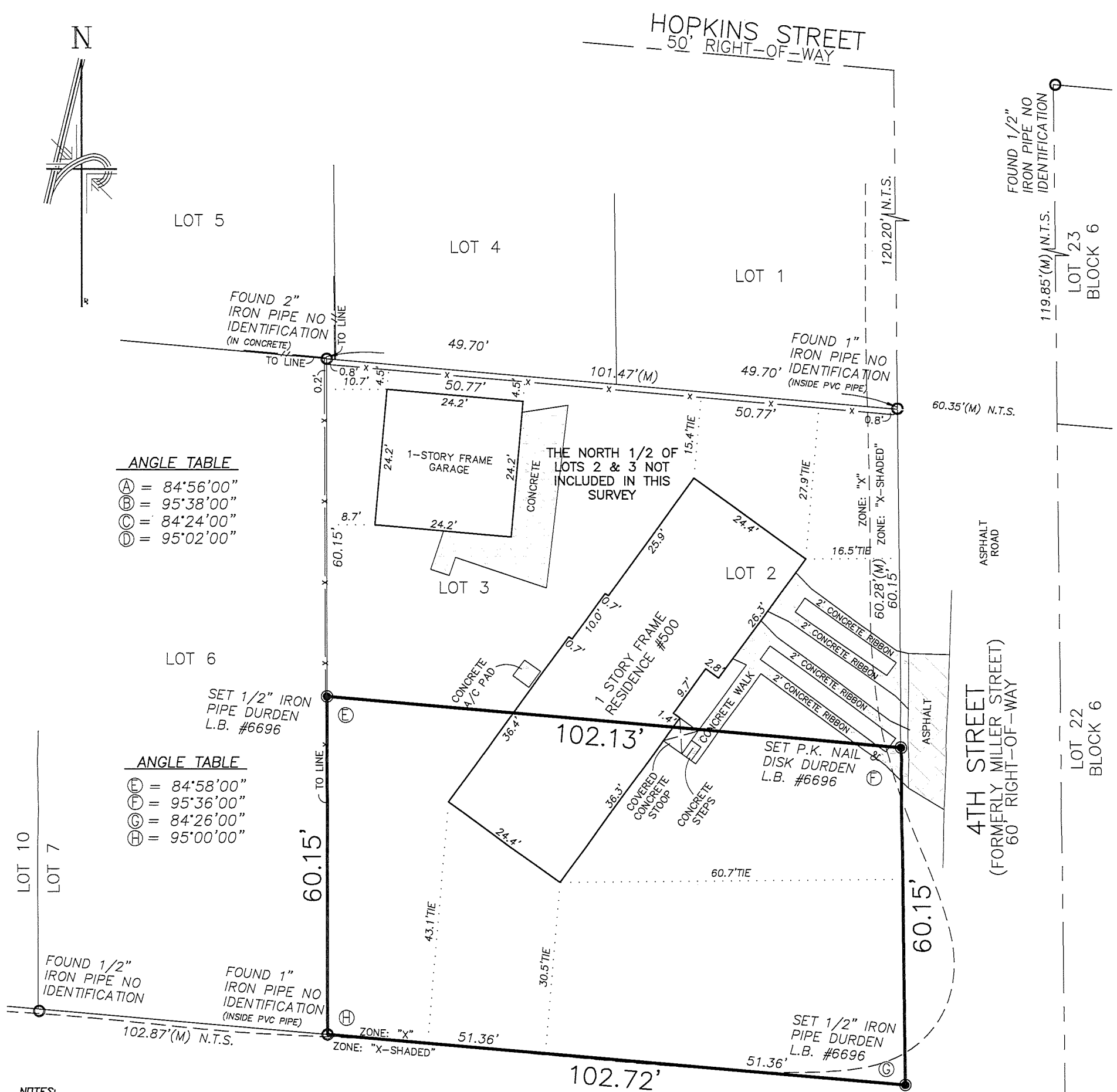
SCALE: 1" = 20'

WORK ORDER NUMBER: 24253

B-10478

MAP SHOWING BOUNDARY SURVEY OF:

THE SOUTH 1/2 OF LOT 2 & LOT 3, BLOCK 11, JACKSONVILLE BEACH PARK, AS
RECORDED IN PLAT BOOK 12, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF
DUVAL COUNTY, FLORIDA



ANGLE TABLE

(A)	=	84°56'00"
(B)	=	95°38'00"
(C)	=	84°24'00"
(D)	=	95°02'00"

ANGLE TABLE

(E)	=	84°58'00"
(F)	=	95°36'00"
(G)	=	84°26'00"
(H)	=	95°00'00"

NOTES:
THIS PROPERTY LIES IN FLOOD ZONE "X" & "X-SHADED" PER
FLOOD INSURANCE RATE MAP (FIRM), NEPTUNE BEACH, DUVAL
COUNTY, COMMUNITY No. 120079, MAP/PANEL No.
12031C-0417-J, REVISED NOVEMBER 2, 2018
ALL INTERIOR ANGLES SHOWN HEREON ARE AS FIELD
MEASURED AND POSSESSED (SEE ANGLE TABLE)
NO BUILDING RESTRICTION LINE BY PLAT
N.T.S. DENOTES NOT TO SCALE
(M) DENOTES FIELD MEASURED BEARING/DISTANCE
ALL LOTS SHOWN HEREON LIE WITHIN BLOCK 11 EXCEPT AS NOTED
—X— DENOTES 6' CHAIN LINK FENCE EXCEPT AS NOTED
—//— DENOTES 6' WOOD FENCE EXCEPT AS NOTED
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN
ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS
OF DUVAL COUNTY, FLORIDA.

SEAGATE AVENUE
(AKA 20TH AVENUE NORTH)
50' RIGHT-OF-WAY

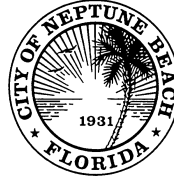
DURDEN
SURVEYING AND MAPPING, INC.
985 11TH AVENUE SOUTH
JACKSONVILLE BEACH, FLORIDA 32250
(904) 853-6822 FAX(904) 853-6825
DURDENSURVEYING@GMAIL.COM
LICENSED BUSINESS NO. 6696

SURVEYOR'S NOTE:
THE SURVEY HEREON WAS MADE WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE AND
THEREFORE THE UNDERSIGNED AND DURDEN SURVEYING AND MAPPING, INC., MAKE NO CERTIFICATIONS
REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, CLAIMS OF
EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS,
RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT OR SEARCH OF TITLE.
THIS SURVEY NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED.

I hereby certify that this survey meets the
standards of practice as set forth by
the Florida Board of Land Surveyors, pursuant to
Section 472.027 Florida Statutes and Chapter
5J17 Florida Administrative Code

H. Bruce Durden, Jr.
FLORIDA REGISTERED SURVEYOR No. 4707
H. BRUCE DURDEN, JR.

FIELD: JULY 19, 2024
CAD FILE NO. PTL-2&3.B-11(500 SEAGATE AVE).DWG
SCALE: 1" = 20'
WORK ORDER NUMBER: 24253 B-10479



MINUTES
COMMUNITY DEVELOPMENT BOARD
OCTOBER 16, 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 October 16, 2024, at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

Rene Atayan, Vice-Chair
William Hilton, Member
Corrine Bylund, Member
Rhonda Charles, Alternate Member
Lynda Padra, Alternate Member
Marc Boran, Alternate Member

The following staff members were present:

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

**Call to Order/Roll
Call**

Vice-Chair Atayan called the meeting to order at 6:00 p.m.

Pledge

Pledge of Allegiance.

Minutes

Approval of Minutes for May 8, 2024.

MOTION: **TO APPROVED THE NOVEMBER 8TH AND SEPTEMBER 11, 2024 MEETING MINUTES, AS SUBMITTED.**

Made by Bylund, seconded Boran.

Roll Call Vote:

Ayes: 6-Boran, Padra, Charles, Bylund, Hilton, Atayan
Noes: 0

MOTION APPROVED.

Swearing in

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

Councilor Rory Diamond, City of Jacksonville, addressed the board. He asked the board to discuss the addition of ADUs (accessory dwelling units) when they reviewed the nonconforming section of the code. He had introduced a bill to the City of Jacksonville that

allowed them. ADUs are meant to have elderly parents live close to their children while maintain their independence by their own space.

Replat
DP 24-06
500 Seagate
Avenue
RE#173889-
0000

Background

This a request for a subdivision plat approval as outlined in chapter 27, division 3.– “Platting Requirements” for a property currently known as 500 Seagate Avenue. The subject property is located on the northwest side of the intersection of 4th and Seagate Avenue/20th Avenue N in the R-3 zoning district. The lot is .28 acre (12,196 square feet) and contains one single family dwelling.

The applicant is requesting to subdivide the 12,196 square foot parcel into two conforming lots. The parcel is currently two north/south oriented lots, both of which front on Seagate Avenue. The applicant is replating the lots in order to reorient the lots east/west to front on 4th Avenue.

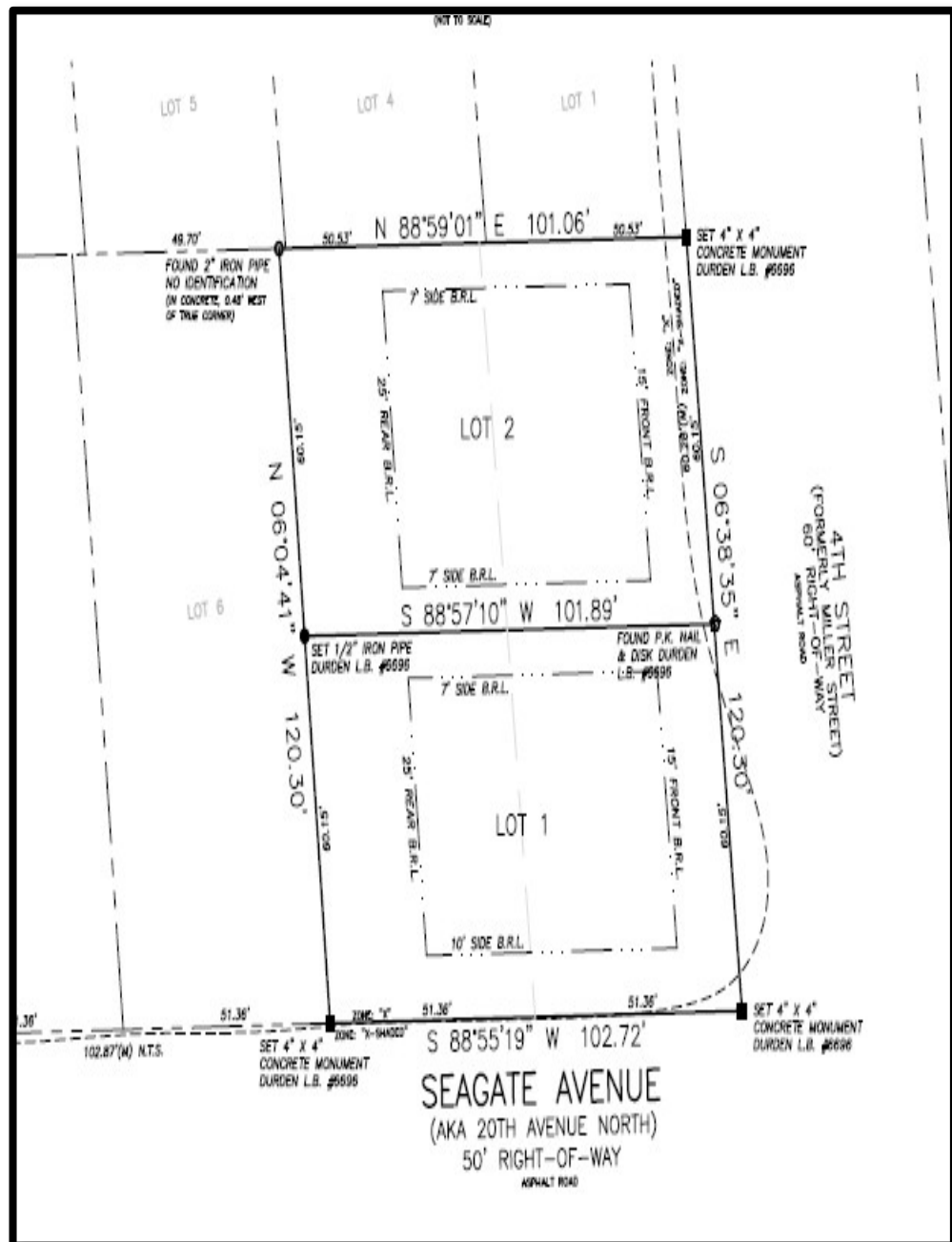


Summary

The R-3 zoning has a minimum lot size of 5,000 square feet. The front yard setback is 15 feet, the rear yard setback is 25 feet, the side interior setback is seven feet, and the side street setback is ten feet. The lot width is 50 feet.

	R-3 ZONING	PROPOSED LOTS
MINIMUM LOT SIZE	5,000 SF	6,060 SF
MINIMUM LOT WIDTH	50'	60'

The proposed replat contains two 101' x 60', 6,060 square foot lots. Each lot exceeds the 5,000 square foot minimum lot size and 50-foot minimum lot width requirement.



Staff Recommendation

Staff recommends approval of application DP24-06 replat for 500 Seagate Avenue.

APPLICATION FOR DEVELOPMENT PLAN REVIEW

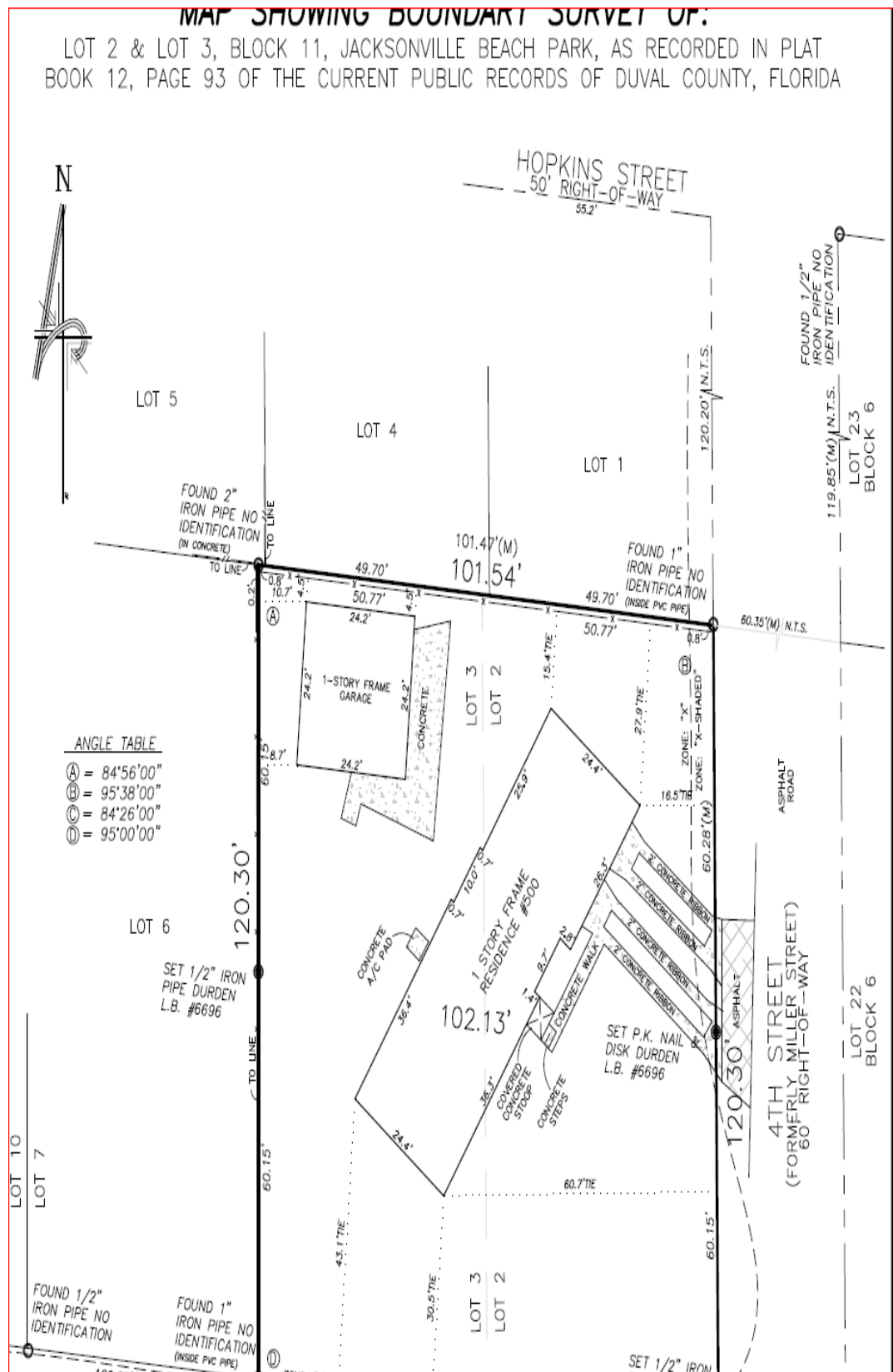


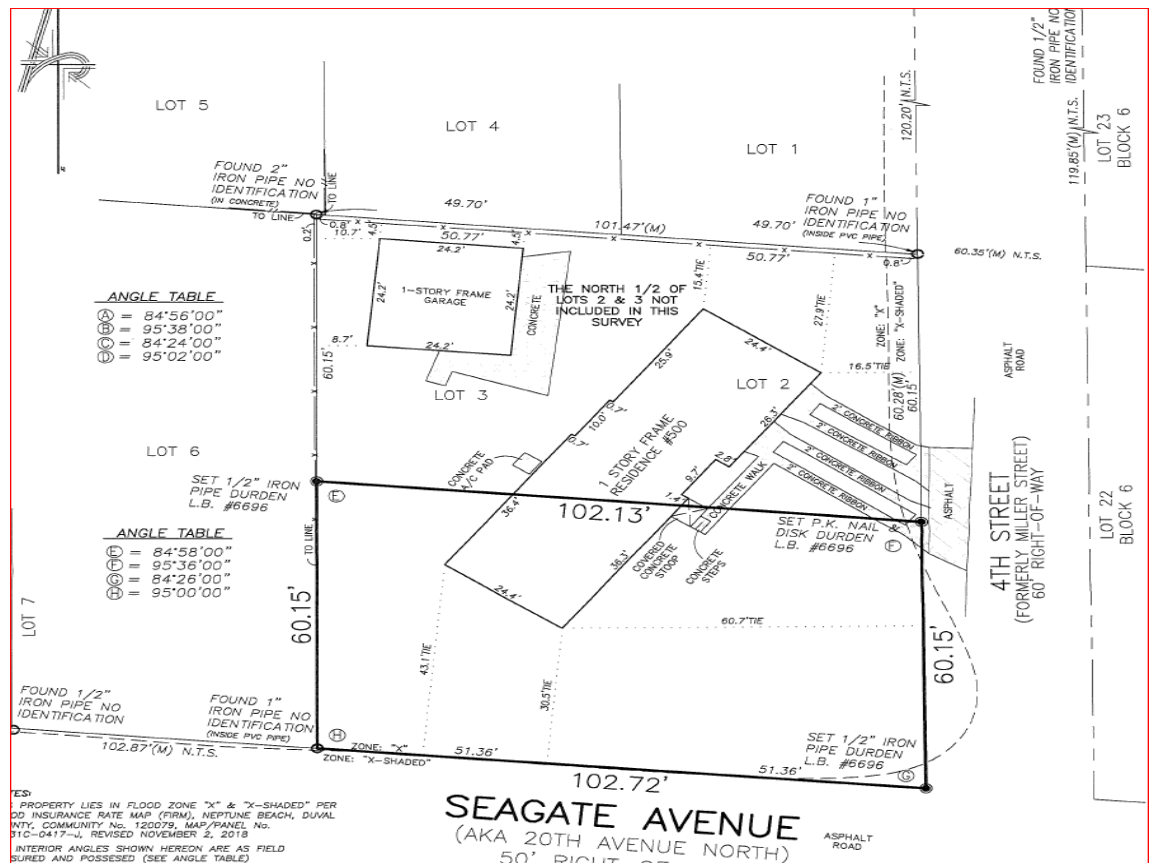
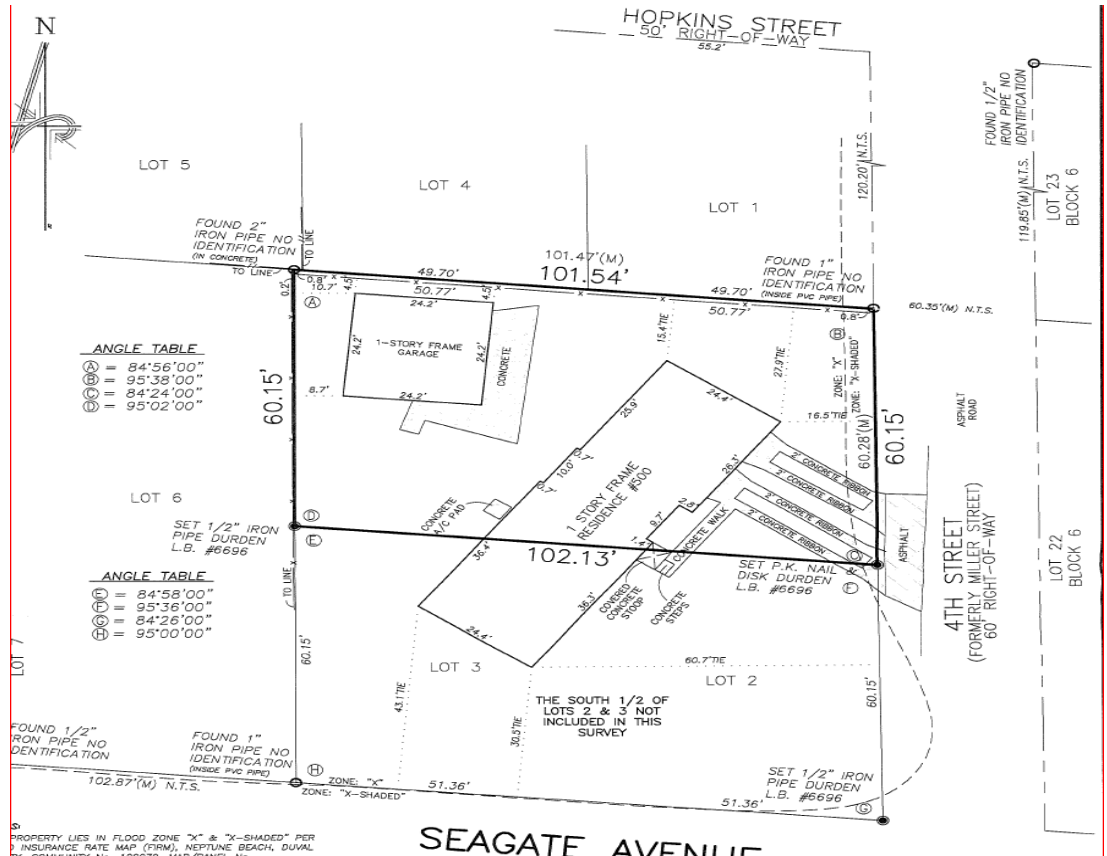
TO THE CITY OF NEPTUNE BEACH BUILDING DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 FAX: 270-2432
CDD@NBFL.US

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: 8/30/24	Name and address of the applicant requesting development review: (NOTE: If the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of 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: John Atkins P.O. Box 51262, Jacksonville, FL 32240 Contact phone # 904-965-3749 e-mail address Atkinsbuilders@hotmail.com	Property Address: 500 Seagate Ave Neptune Beach, FL 32266 Real Estate ID # 173589-0600 Lot 263 Block 11 Subdivision Jacksonville Beach Park Zoning District:	
Name and Address of Agent/Applicant: Michael Atkins 1805 Bartram Cir W, Jacksonville, FL 32207	Telephone #- 904-651-4483 Email: Matkinsconstruction@outlook.com	
Describe Request being made: This lot is already 2 combined lots. We want to split it but change the property lines so that both lots have frontage on 4th street.		







Michael Atkins, representing Atkins Builders Inc, stated that Ms. Whitmore had done a great job explaining the request and would available for questions.

Public
Comments

Vice-Chairperson Atayan opened the floor for public comments.

There being no comments, the public hearing was closed.

Made by Hilton, seconded by Bylund.

MOTION: MOVE TO RECOMMEND APPROVAL
OF DP24-06 THE REPLAT OF 500
SEAGATE AVENUE TO CITY
COUNCIL, AS SUBMITTED.

Roll Call Vote:

Ayes: 6-Boran, Padtra, Charles, Bylund, Hilton, Atayan

Noes: 0

MOTION APPROVED.

The applicants were informed that the City Council must make the final approval and they should attend the meeting on Monday November 4 2024 at 6:00 pm.

Discussion of ARTICLE XVII-Nonconforming Lots, Structures, Uses and Signs would be deferred to the next meeting.

Adjournment: Meeting was adjourned at 6:16 pm.

Rene Atayan, Vice- Chairperson

ATTEST:

Piper Turner, Board Secretary



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

AGENDA ITEM:	8A – Emergency Ordinance No. 2024-08
SUBMITTED BY:	Councilor Josh Messinger Councilor Lauren Key
DATE:	October 29, 2024
BACKGROUND:	Section 166.041 (3) (b), Florida Statutes allows the City to adopt emergency ordinances by foregoing formalities that are required of normal ordinances (such as notice provisions and the requirement of two readings). Emergency ordinances may be adopted by single reading. Certain properties within the City contain conditions or structures that are a threat to human life, health, safety, welfare and property values. An emergency ordinance is required to give the City the authority to minimize those dangers by enacting Emergency Ordinance 2024-08 which creates Section 27-127, found within Article III, Chapter 27 of the City's Code of Ordinances. This new section of the Code will allow the City to deny a development or building permit if the Fire Marshall, Chief of Police, Building Inspector or City Manager determines that a dangerous condition exists anywhere on the parcel. Said determination shall be reviewed by the City Council and approved, denied or approved / denied with conditions. In addition, Emergency Ordinance 2024-08 amends the definition of Nuisance found in Section 28-4, found within Article II, Chapter 28 of the City's Code of Ordinances. This amended section of the Code: clarifies the definition of an attractive nuisance; defines certain nuisances such as creating or allowing to exist structures, objects or collections of water that are dangerous or that impede the ingress and egress of emergency response vehicles and motorists. The amended definitions define motorists and clarify that the City's code enforcement officers and building officials are only responsible for enforcement of the nuisance code on private property. In summary, Emergency Ordinance 2024-08 helps the City to eliminate dangerous conditions on properties that pose an immediate danger to the public health safety and welfare by granting the City the authority to deny development and building permits and initiate code enforcement actions on properties where the dangerous conditions exists.
RECOMMENDATION:	Consider Adoption of Emergency Ordinance No. 2024-08
ATTACHMENT:	Emergency Ordinance No. 2024-08

**SPONSORED BY:
COUNCILOR JOSH
MESSINGER**



ORDINANCE NO. 2024-08

**CO-SPONSORED BY:
COUNCILOR LAUREN
KEY**

AN EMERGENCY BILL TO BE ENTITLED

AN EMERGENCY ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA REGARDING THE PROTECTION OF THE PUBLIC HEALTH, SAFETY, AND WELFARE BY ELIMINATING HAZARDOUS CONDITIONS, CREATING CHAPTER 27-127; ARTICLE III; SECTION 27-127, WHICH PROHIBITS APPROVAL OF CERTAIN DEVELOPMENT AND BUILDING PERMITS ON PROPERTIES WHERE CERTAIN CONDITIONS EXIST, AND AMENDING CHAPTER 28; ARTICLE II; SECTION 28-,4 BY AMENDING THE DEFINITION OF NUISANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach, established Chapter 27 of the Code of Ordinances, which creates building regulations within the City, including development and building permit requirements; and

WHEREAS, the City Council of the City of Neptune Beach, established Chapter 28 of the Code of Ordinances, which regulates nuisances within the City; and

WHEREAS, Section 166.041 (3) (b), Florida Statutes, allows the governing body of a municipality, by a two-thirds vote, to enact an emergency ordinance while foregoing certain formalities; and

WHEREAS, this Emergency Ordinance does not establish or amend the actual zoning map designation of a parcel or parcels of land or change the actual list of permitted, conditional, or prohibited uses within a zoning category; and

WHEREAS, the City Council of the City of Neptune Beach finds that these emergency revisions to the City of Neptune Beach's Code will preserve, promote, and protect the health, safety, and welfare of its citizens.

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

SECTION 1. Chapter 27; Article III, Section 27-127 of the Code of Ordinances of the City of Neptune Beach is hereby created as follows (~~strike through~~ text shall mean deletions and underlined / highlighted text shall mean additions):

Sec. 27-127. – Prohibited Approval of Development Permits.

No development permit or building permit shall be approved if the Fire Marshall, Chief of Police, Building Official or City Manager determines that a condition exists anywhere on the parcel that is a threat to human life, health, and safety, or the welfare of the public. Said determination shall be reviewed by the City Council and upheld, denied or upheld or denied with conditions by a majority vote. A development permit or building permit to correct said hazardous conditions may be approved by the Fire Marshall, Chief of Police, Building Official or City Manager without review the City Council.

SECTION 2. The definition of Nuisance in Chapter 28; Article II; Section 28-4 of the Code of Ordinances of the City of Neptune Beach is hereby amended as follows (strikethrough text shall mean deletions and underlined / highlighted text shall mean additions):

Nuisance means any one (1) or a combination of the following:

- (1) Any public nuisance known at common law or in equity, jurisprudence or as provided by statute, administrative rule or ordinance of the city, including this chapter;
- (2) Allowing to exist or constructing any attractive nuisance which may be prove detrimental a threat to health or safety human life, health and safety, or the welfare of the public;
- (3) Physical Allowing to exist or constructing any structure, object or collection of water that is a threat to human life, health and safety, welfare of the public, or property, or detrimental to the health or detrimental to property values;
- (4) Allowing to exist or constructing any conditions relating to private or public property which impede the free passage of persons on a public or private sidewalk or right of way, or that impedes the free passage of motorists or bicyclists in a commercial parking lot, or which impede ingress or egress to property or which impede the safe passage of vehicles on a public alley, or street or parking lot; [and/or];
- (5) The existence of statutorily defined hazardous materials, substances or wastes in or around any building or structure.;
- (6) Allowing to exist or constructing any structure or obstacle that impedes the ingress or egress of emergency response vehicles onto one's property, or onto a neighboring property, or that delays the response time of emergency response vehicles;
- (7) Allowing to exist or constructing any structure or obstacle that causes confusion, delay or hazardous conditions to motorists or bicyclists. Speed bumps or traffic signs installed to slow traffic are exempt from this Part.
- (8) Blocking the interconnectivity of adjoining commercial parking lots by allowing to exist or constructing any structure or obstacle that impedes the ingress or egress of any pedestrian, motorists or bicyclists.
- (9) For this part, motorists shall mean a person traveling in any motorized vehicle that requires gasoline, diesel fuel, electricity or any alternative fuel source to operate.

(10) The Building Official and the Code Enforcement Officer are responsible for the enforcement of this Chapter only on private property.

SECTION 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon reading and approval.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown

Vice Mayor Kerry Chin

Councilor Nia Livingston

Councilor Lauren Key

Councilor Josh Messinger

Passed on this 30th day of October, 2024

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

**SPONSORED BY:
COUNCILOR JOSH
MESSINGER**



ORDINANCE NO. 2024-09

**CO-SPONSORED BY:
COUNCILOR LAUREN
KEY**

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA REGARDING THE PROTECTION OF THE PUBLIC HEALTH, SAFETY, AND WELFARE BY ELIMINATING HAZARDOUS CONDITIONS, CREATING CHAPTER 27-127; ARTICLE III; SECTION 27-127, WHICH PROHIBITS APPROVAL OF CERTAIN DEVELOPMENT AND BUILDING PERMITS ON PROPERTIES WHERE CERTAIN CONDITIONS EXIST, AND AMENDING CHAPTER 28; ARTICLE II; SEC. 28-4 BY AMENDING THE DEFINITION OF NUISANCE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach, established Chapter 27 of the Code of Ordinances, which creates building regulations within the City, including building permit requirements; and

WHEREAS, the City Council of the City of Neptune Beach, established Chapter 28 of the Code of Ordinances, which regulates nuisances within the City; and

WHEREAS, Emergency Ordinance 2024-08 was previously adopted in accordance with Section 166.041 (3) (b), Florida Statutes, allows the governing body of a municipality, by a two-thirds vote, to enact an emergency ordinance while foregoing certain formalities. This Ordinance 2024-09 is identical in effect and will have a first and second reading and otherwise follow the procedures for adoption of ordinances found in Section 166.041(3)(a), Florida Statutes and Section 1-9, Chapter 1 of the City's Code of Ordinances.; and

WHEREAS, the City Council of the City of Neptune Beach finds that these revisions to the City of Neptune Beach's Code will preserve, promote, and protect the health, safety, and welfare of its citizens.

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

SECTION 1. The Code of Ordinances, City of Neptune Beach, Florida is hereby amended by adding a section to be numbered Section 27-127 of Chapter 27; Article III, which Section reads as follows (~~striketrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

Sec. 27-127. – Prohibited Approval of Development Permits.

No development permit or building permit shall be approved if the Fire Marshall, Chief of Police, Building Official or City Manager determines that a condition exists anywhere on the parcel that is a threat to human life, health, and safety, or the welfare of the public. Said determination shall be reviewed by the City Council and upheld, denied or upheld or denied with conditions by a majority vote. A development permit or building permit to correct said hazardous conditions may be approved by the Fire Marshall, Chief of Police, Building Official or City Manager without review the City Council.

SECTION 2. The definition of Nuisance found in that Section 28-4 of Chapter 28; Article II; of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~strike through~~ text shall mean deletions and underlined / highlighted text shall mean additions):

Nuisance means any one (1) or a combination of the following:

- (1) Any public nuisance known at common law or in equity, jurisprudence or as provided by statute, administrative rule or ordinance of the city, including this chapter;
- (2) Allowing to exist or constructing any attractive nuisance which may be prove detrimental a threat to health or safety human life, health and safety, or the welfare of the public;
- (3) ~~Physical~~ Allowing to exist or constructing any structure, object or collection of water that is a threat to human life, health and safety, welfare of the public, or property, or detrimental to the health or detrimental to property values;
- (4) Allowing to exist or constructing any conditions relating to private or public property which impede the free passage of persons on a public ~~or private~~ sidewalk or right of way, or that impedes the free passage of motorists or bicyclists in a commercial parking lot, or which impede ingress or egress to property or which impede the safe passage of vehicles on a public alley, or street or parking lot; [and/or];
- (5) The existence of statutorily defined hazardous materials, substances or wastes in or around any building or structure~~;~~;
- (6) Allowing to exist or constructing any structure or obstacle that impedes the ingress or egress of emergency response vehicles onto one's property, or onto a neighboring property, or that delays the response time of emergency response vehicles;
- (7) Allowing to exist or constructing any structure or obstacle that causes confusion, delay or hazardous conditions to motorists or bicyclists. Speed bumps or traffic signs installed to slow traffic are exempt from this Part.
- (8) Blocking the interconnectivity of adjoining commercial parking lots by allowing to exist or constructing any structure or obstacle that impedes the ingress or egress of any pedestrian, motorists or bicyclists.

- (9) For this part, motorists shall mean a person traveling in any motorized vehicle that requires gasoline, diesel fuel, electricity or any alternative fuel source to operate.
- (10) The building official and the code enforcement officer are responsible for the enforcement of this Part and the safety and maintenance of this Chapter only on private property.

SECTION 3: Codification. The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

SECTION 4. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING:

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

VOTE RESULTS OF SECOND READING:

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

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney



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

AGENDA ITEM:	Pete's Thanksgiving Day Event Approval
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	11/04/2024
BACKGROUND:	This item seeks approval by Council for the 2024 Pete's Thanksgiving Day event which will involve the closure of City streets. Slider's Seafood Grille, Southern Grounds, and Island Girl Cigar Bar will be participating again this year. The City Manager's conditional approval letter for permitting has been carefully drafted with extensive input from the Police Department and the Community Development Department.
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	Attached is the draft conditional approval letter for the 2024 Pete's Thanksgiving Day event. Supplemental documentation includes the completed Special Events Application, event map, initial request letter from Robert Tilka, NBPD operations plan, and the signed Hold Harmless Agreements from all participating establishments.

November 5, 2024

Mr. Robert Tilka
Pete's Bar
117 First Street
Neptune Beach, FL 32266

Ms. Deanna Wooten
Slider's Seafood Grille
218 First Street
Neptune Beach, FL 32266

Mr. Jay Myers
Southern Grounds & Co.
200 First Street
Neptune Beach, FL 32266

Mr. Robert Feindt
Island Girl Cigar Bar
108 First Street
Neptune Beach, FL 32266

Dear Messrs. Tilka, Myers, Feindt, and Ms. Wooten:

Thank you for seeking permission to conduct the annual Thanksgiving event on Thursday, November 28, 2024. I understand your request includes the closing of First Street between Atlantic Boulevard and Orange Street from 8:00 a.m. to 1:00 p.m.

By way of this letter, the City of Neptune Beach conditionally grants permission for this event as directed by the City Council at the November 4, 2024, Regular Meeting. Conditions are as follows:

1. must meet and adhere to all rules established by the City Manager's Office and the Police Department of the City of Neptune Beach
2. observance of all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government
3. ***each of the four (4) participating businesses must submit a liability insurance certificate for at least \$1 million naming the City of Neptune Beach as additional insured no later than Noon (12 p.m.) on Thursday, November 21, 2024 (forward certificate to Cheryl Bäck at acm@nbfl.us)***
4. ***each of the four (4) businesses participating will provide an extension of premises special event permit from the State Division of Alcoholic Beverages and Tobacco (forward State approval to Cheryl Bäck at acm@nbfl.us)***
5. a contact name and phone number of a person in a position of responsibility must be provided for the event from each of the four businesses (*on file*)
6. noise be kept to a minimal level, and no amplified sounds are allowed
7. signs are to be posted at each event entry listing prohibited items for event participants
8. outside alcohol is expressly prohibited
9. must adhere to strict identification checks at alcohol points of sale

10. the primary responsibility of event holders is to periodically have trash cans emptied to prevent overflow of garbage
11. required hiring of two (2) Neptune Beach Public Works employees for purposes of monitoring and assisting with garbage control for the duration of the event at standard rates for such employees for the date of the event (Contact NBPD Commander Liam Toal at 904-270-2413 or via email at liamtoal@nbfl.us to coordinate)
12. required hiring of Rockaway, Inc. to install protective fencing around all landscaping and associated components servicing such landscaping and financial responsibility of the participating business for any damage to same.
13. the exclusive use of unbreakable/shatterproof beverage containers by businesses
14. ensure that pets and bicycles are not in the event area
15. the area used must be free of debris once the event is completed
16. provide ten (10) portable toilets to service the crowd; portable toilets are to be placed within the event boundary lines
17. the event coordinator(s) will post "No Parking after 12 am" signs at all First Street parking spaces between Atlantic Blvd. and Orange Street on Wednesday, 11/27, at 6:00 pm
18. traffic closures will be in place on Thursday, 11/28, from 7:00 am-2:00 pm, or until conditions allow, at the following locations:
 - a. First Street at Atlantic Blvd.
 - b. Lemon Street at First Street
 - c. Lemon Street at Midway
 - d. First Street at Orange Street
 - e. Hall Place at First Street
19. must provide five (5) "Road Closed" sign barricades (may contact Bob's Barricades for rental information) at the following locations:
 - a. Atlantic Blvd & First Street
 - b. Orange Street & First Street
 - c. Lemon Street & First Street
 - d. Lemon Street & Second Street
 - e. Lemon Street & Midway
20. must provide fifty (50) traffic cones and drop them at Atlantic Blvd. & First Street next to the Seahorse Inn lot
21. private parking lots must display signage prohibiting alcohol to deter the consumption of outside alcohol in these lots
22. private parking lots must be monitored by security or the respective ownership's staff to prohibit outside alcohol from being consumed and brought into the event
23. must hire eight (8) off-duty NBPD Police Officers to provide security and traffic control for the event to be compensated at \$95.00 per hour with a four-hour minimum
24. street closure shall take place a minimum of one (1) hour prior to the event
25. Police Officers must be on duty from the time of street closure until the streets are cleared, reopened, and the crowd is dispersed
26. streets must be cleared, cleaned, and opened for regular traffic no later than 2:00 pm
27. the businesses shall be fully responsible for any private security utilized throughout the event and will ensure that ID checks are performed for every sale of an alcoholic beverage
28. must arrange for and provide a minimum of four (4) off-duty Jacksonville Fire and Rescue Department firefighters/paramedics equipped with AED and JFRD COMS (radio)

29. All exits shall have movable 50" ingress/egress in case of emergency; Fire Department access will be off of Lemon Street or Atlantic Blvd
30. the City assumes no liability for any accident or injury that may occur during the event, and your organization will indemnify and hold the City harmless should any occur
31. failure to abide by any of the conditions set forth could result in the event being shut down at any time

Please let me know if you have any questions or need further information regarding these event stipulations.

Sincerely,

Richard J. Pike
City Manager

cc: Chief Michael Key, Neptune Beach Police Department
Commander Liam Toal, Neptune Beach Police Department
Heather Whitmore, Community Development Director
Deryle Calhoun, Public Works Director



Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: Pete's Bar	Applicant Phone Number: 904 465 5280
Applicant Address: 117 1st St Neptune Beach FL 32246	Applicant Email: rctilka@gmail.com
Property Owner: Robert Tilka	Property Owner Phone Number:
Property Owner Address: 3948 3rd St. S. #313	
City: JAX	State/Zip: FL 32250
Property Owner Email: rctilka@gmail.com	
Description of Event: BLOCKING of SPORTS for POTOS Gwin 8AM - 1PM	
Address of Event: 117 1st St NB FL 32246	Date(s) of Event: 11/28/24
Event Time(s): 8AM - 1pm	Event Sponsor Name (if different from property owner) and Contact Person: Robert Tilka
Event Sponsor Address: 117 1st St NB FL 32250	
Event Sponsor Email: rctilka@gmail.com	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)

[Signature]
Signature of Applicant

9/19/24
Date

Signature of Property Owner

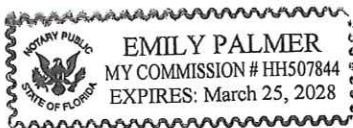
Date

State of Florida
County of Duval

(Notary Seal)

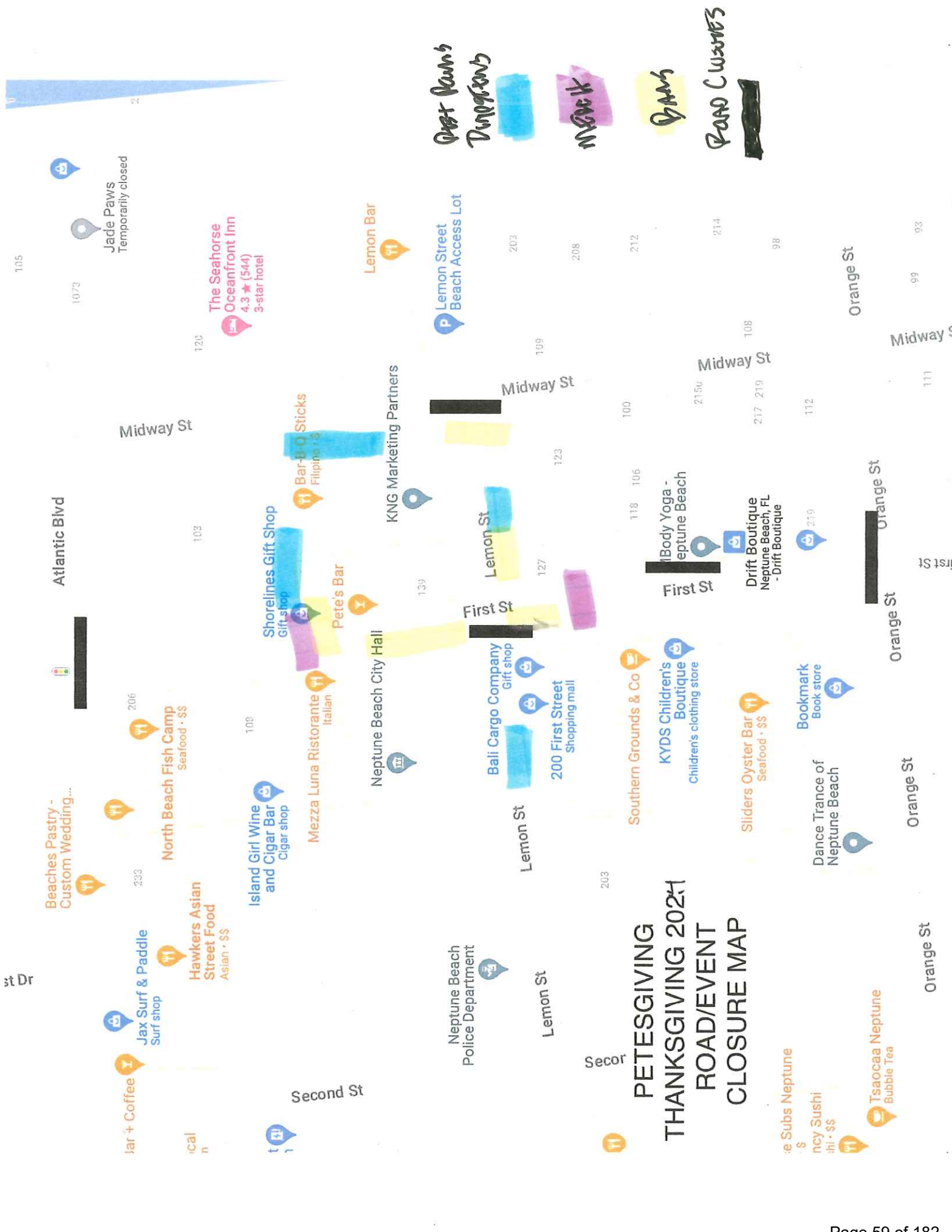
Subscribed and sworn to before me on this 19 day of Sept., 2024
Robert Tiika who is personally known to me

or has presented _____, as identification.



[Signature]
Notary Public

Official Use Only	
☐ APPROVED w/ CONDITIONS:	
☐ DENIED:	
Signature:	Date:



PETESGIVING
THANKSGIVING 2021
ROAD/EVENT
CLOSURE MAP

Pete's Bar
117 First Street
Neptune Beach, FL 32266

Richard Pike
City Manager Neptune Beach
116 First Street
Neptune Beach, FL 32266

Subject: Request Approval for Thanksgiving Day Gathering (Pete's Giving) November 28th, 2024,
Neptune Beach, Florida.

Pete's, Sliders, Island Girl, and Southern Grounds would like to accommodate once again the annual Thanksgiving Day Gathering (Pete's Giving) on Thursday November 28th, 2024, from 8am until 1pm. Any other establishments are welcome to participate. Each participating establishment will be required to adhere to the Special Events Application that is being submitted.

Our City of Neptune Beach Special Events Application is in the process of being completed and will be in the city offices no later than Friday Oct 18th, 2024.

We look forward to another safe Thanksgiving and look forward to seeing you November 28th, 2024, in the Heart of Neptune Beach.

Sincerely,

A handwritten signature in black ink, appearing to be 'RT' or 'Bob', written over a horizontal line.

Robert "Bob" Tilka
Pete's Bar



Tactical Operations Plan

Neptune Beach Police Department

Form

25

Rev.
07/23

OFFENSE/INCIDENT/OPERATION NAME: Pete's Giving								
DATE (MM-DD-YY) 11/28/2024		UNIT Patrol		OFFICER / DETECTIVE (LAST, FIRST MI) ID #			CCR	
OPERATION SUPERVISOR Cmdr. Liam A. Toal			RADIO TALK-GROUP NBPD-1		TIME INITIATED / CONCLUDED 0800 / 1400			
AGENCIES INVOLVED Neptune Beach Police Department			UNITS INVOLVED					
SUPERVISOR CONDUCTING BRIEF Cmdr. Liam A. Toal		LOCATION OF BRIEF James P. Kelly Memorial Police HQ			BRIEF TIME 0745		RESPONSE TO RESISTANCE REVIEWED (PAGE # 3) ☒ YES ☐ NO	
SITUATION								
DESCRIPTION: Annual Pete's Giving Event- The annual event is sponsored by Pete's Bar, Siders, Island Girl and Southern Grounds. This is a permitted event approved by the City Manager's Office and the Neptune Beach City Council. The event takes place on city ROW and alcohol sales are permitted per a special sales permit issued by the Florida Department Business Professional Regulation. The venue (see map) extends from north to south from Atlantic Blvd on 1st Street to Orange Street and from east to west at Lemon/ 2nd St. to Midway. The area is closed to vehicular traffic from 1 hour prior to event and 1hr post event. An Incident Action Plan will be completed prior to the event. Permit Stipulations from the Police Department require: Staff (8) NBPD off-duty police officers, and (4) JFRD medics to cover the event. Strict ID checks at Point of Sales for alcohol. Private parking lots be staffed by security personnel and perimeter fenced.								
SUBJECT / SUSPECT NAME: (IF MULTIPLE SEE PAGE # 2)		FIRST MI LAST N/A						
PHYSICAL DESCRIPTION:		DOB (MM-DD-YY)	M/F	RACE	HT	WT	EYE	HAIR
ADDRESS OR LOCATION:								
VIOLENT CRIMINAL HISTORY:		IF YES, LIST SPECIFICS ☐ YES ☐ NO						
VEHICLE INFORMATION:		YEAR	MAKE	MODEL	COLOR	TAG		
BUSINESS NAME:		Pete's Bar	BUSINESS ADDRESS:	117 1st Street				
COMMAND POST LOCATION:		James P. Kelly Memorial Police Headquarters						
NEAREST MEDICAL FACILITY:		Baptist Beaches				PHONE:		
MISSION								
IF THE OPERATION INVOLVES HIGH RISK FACTORS, SUCH AS FIREARMS, MULTIPLE SUBJECTS OR SUSPECTS WITH VIOLENT CRIMINAL HISTORIES THEN ROUTE TO THE APPROPRIATE ASSETS FROM THE TACTICAL SUPPORT SECTION TO CONDUCT THE APPREHENSION. THE USE OF SPECIALLY TRAINED PERSONNEL WILL INCREASE THE PROBABILITY OF A SAFE AND EFFECTIVE APPREHENSION.								
☐ STAKEOUT		☐ SURVEILLANCE		☐ SEARCH WARRANT		☐ ARREST WARRANT		
☐ NARCOTICS OPERATION		☐ VICE OPERATION		☐ PROTECTION DETAIL		☐ OTHER (: Special)		
OPERATIONAL OBJECTIVES (GOALS OF THE OPERATION): • Provide safe ingress and egress of those that utilize our city's roadways during event. • Provide for the safety and security of all citizens and those first responders assigned to work the event. • Assist Neptune Beach residents and their guests affected by street closures and the festivities to have as little interruption as possible while accessing their homes and property. • Conduct all law enforcement duties with professionalism, be courteous, friendly and engaging while interacting with citizens.								

OFFENSE/INCIDENT/OPERATION NAME: Pete's Giving							CCR#: N/A	
SUPPORT RESOURCES								
SPECIAL INSTRUCTIONS FOR FIREARMS, MULTIPLE SUSPECTS, AND ANY ADDITIONAL HAZARDS: (2) NB Public Works Employees Duval County Division of Emergency Management								
ADDITIONAL INFORMATION SUCH AS PHOTOS OF SUSPECT AND/OR DIAGRAMMS: See Attached Event Map/Venue								
#2 Subject / Suspect name:	FIRST MI LAST							
Physical Description:	DOB	M/F	RACE	HT	WT	EYE	HAIR	
Address or Location:								
Violent Criminal History:	IF YES, LIST SPECIFICS ☐ YES ☐ NO							
Vehicle Information:	YEAR	MAKE	MODEL	COLOR	TAG			
#3 Subject / Suspect name:	FIRST MI LAST							
Physical Description:	DOB	M/F	RACE	HT	WT	EYE	HAIR	
Address or Location:								
Violent Criminal History:	IF YES, LIST SPECIFICS ☐ YES ☐ NO							
Vehicle Information:	YEAR	MAKE	MODEL	COLOR	TAG			

OFFENSE/INCIDENT/OPERATION NAME: Pete's Giving	CCR#:
Response To Resistance	
Deadly Force Policy Deadly Force – the use of deadly force is acceptable only under the following circumstances: Officers may use deadly force when the officer reasonably believes that such force is necessary to prevent imminent death or great bodily harm to themselves or another person. Officers may use deadly force to apprehend a fleeing felon only when: There is probable cause to believe the person fleeing committed a violent felony which involved the infliction or threatened infliction of great bodily harm or death, or the person fleeing escaped while being held in custody as a suspect or prisoner for a violent felony which involved the infliction or threatened infliction of great bodily harm or death; The officer reasonably believes that the use of deadly force is necessary to prevent escape; and The officer reasonably believes the failure to immediately apprehend the fleeing person will place the officer, another law enforcement officer, or any other person in imminent danger of death or great bodily harm. The officer's decision to use deadly force against a fleeing felon will be judged by the reasonableness of the officer's actions based upon the facts and circumstances available to the officer at the time the force was deployed. If feasible, prior to the use of deadly force, officers shall, give some warning of the possible use of deadly force, unless to do so would jeopardize the safety of the officer or any other person. The following additional restrictions apply to the use of deadly force: Moving Vehicles - Firearms shall <i>NOT</i> be discharged from or at a moving vehicle except under the following conditions; As a last resort when all other opportunities have been exhausted, to prevent death or great bodily harm to the officer or another person, or As a last resort to prevent the escape of a fleeing felon who poses an imminent threat of death or great bodily harm to the officer or another person, or When authorized by a Watch Commander or higher authority. The firing of warning shots is absolutely prohibited; Officers will not needlessly place themselves or remain in situations of great danger and use this as justification for the use of deadly force. If confronted by a moving vehicle, officers will move out of its path, if possible, rather than firing at the vehicle; When discharging a firearm for any reason, officers must exercise caution in order to avoid unnecessarily endangering the lives of bystanders. Unless there are extenuating circumstances, officers shall give consideration to the backdrop, bystanders, and location; The law, or mutual aid agreements when in place, allows an officer to use deadly force outside of Duval County to defend the officer or another person from what he reasonably believes is necessary to prevent imminent death or great bodily harm to himself or another person; Firearms may be drawn whenever officers have reason to fear for their safety or the safety of others (i.e., Felony take downs, building searches, unknown risk traffic stops); or When engaged in the application of deadly force involving the use of a firearm, members shall handle the firearm with strict regard to the techniques taught by certified firearms training personnel assigned to the Training Academy and Firing Range.	



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasers shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasers. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Robert Tilka

Contact Phone Numbers:

CELL 904 465 5280 WORK _____

Signature of Applicant 

Date 9/19/24



Hold Harmless Agreement for Special Events

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2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
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detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

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I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) _____

Robert Feindt

Contact Phone Numbers:

CELL _____

1-904-318-4026

WORK _____

Sant

Signature of Applicant _____

Date _____

10-20-24

Robert Feindt



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
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6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) MARK JANASIK

Contact Phone Numbers:

CELL 904 535 3006 WORK 904 535 3006

Signature of Applicant [Signature]

Date 10/22/2024

Slides



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasors shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasors. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

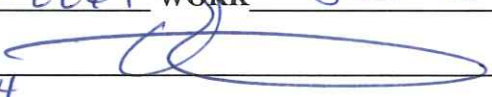
6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Deanna Wooten Sliders Oyster Bar

Contact Phone Numbers:

CELL 904-303-2264 WORK same

Signature of Applicant 

Date 9-30-2024



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

AGENDA ITEM:	Potable Well 5 Construction Award
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	October 29, 2024
BACKGROUND:	CONB is currently permitted to operate four wells which withdraw from the Floridan Aquifer at depths from 852 to 1,212 feet below surface. Two wells are currently in operation and were constructed in 1971 and 1972. Well 2, constructed in 1944, was taken out of service in 2020 due to reduced production and Well 1, constructed in 1944, was taken off-line in the summer of 2024 due to observed operating conditions. Council previously approved proceeding with design, permitting and construction of a new Well 5 to replace Wells 1 and 2. After Well 5 is placed into service, Wells 3 and 4 will be inspected and rehabilitated as necessary. On October 17, 2024, three bids were received for Instruction to Bidders (ITB) No. 2025-01 – CONB Public Supply Well 5: • Complete Services Well Drilling, Inc. • FTE Drilling USA, Inc. • Partridge Well Drilling Co., Inc. Kimley-Horn, in accordance with the requirements outlined in the ITB, specifically Article 10 – Preparation of Bid and Article 11 – Basis of Bid; Comparison of Bids, reviewed the bids for completeness. FTE Drilling USA, Inc. did not provide a schedule and is therefore considered unresponsive. Both Partridge Well Drilling and Complete Services Well Drilling provided all required documentation per the Instruction to Bidders. Based upon the bid evaluation, Partridge Well Drilling Co., Inc. has the highest score of 100 out of 100 and appears to be the lowest cost responsive bid with a base bid in the amount of \$368,000.00 and a more advantageous project schedule. Partridge provided a Bid Response of “N/A” to Bid Items 3-9. If awarded, Staff will confirm with Partridge these items will be provided. These items would not be expected to substantially change the award amount or to change status as lowest bidder.
BUDGET:	401-4336-536-60-63 Improvements – Not Buildings. FY25 Current Budget is \$1,799,439.76. As of October 28, 2024, Budget Remaining is \$1,768,500.00.
RECOMMENDATION:	Award to Partridge Well Drilling Co., Inc., in the amount of \$368,000.00. Staff will confirm with Partridge that Bid Items 3-9 will be provided.
ATTACHMENT:	• Kimley-Horn evaluation of bids memorandum • Contractor bid documents



October 24, 2024

Mr. Deryle Calhoun
City of Neptune Beach Public Works
2010 Forest Avenue
Neptune Beach, FL 32266

RE: *ITB No. 2025-01 -City of Neptune Beach Public Supply Well 5*

Dear Mr. Calhoun:

On October 17, 2024, the City of Neptune Beach (CONB) received three bids for Instruction to Bidders (ITB) No. 2025-01 – CONB Public Supply Well 5. The bids were submitted by FTE Drilling USA, Inc., Partridge Well Drilling Co., Inc., and Complete Services Well Drilling, Inc. Kimley-Horn, in accordance with the requirements outlined in the ITB specifically Article 10 – Preparation of Bid and Article 11 – Basis of Bid; Comparison of Bids, reviewed the bids for completeness. This review focused on the base bid provisions, including Unit Prices and Schedule. Each bid was carefully assessed to determine its responsiveness.

A review of the bids was performed and a summary of the three bids is provided below. Attached is a bid tabulation of the submitted bids and a bid summary is provided below:

Bidder	Base Bid Total
Complete Services Well Drilling, Inc.	\$794,910.00
FTE Drilling USA, Inc.	\$998,688.00
Partridge Well Drilling Co, Inc.	\$368,000.00

Partridge Well Drilling Co., Inc. and Complete Services Well Drilling, Inc, provided all required documentation per the Instruction to Bidders. FTE Drilling USA, Inc. did not provide a schedule and is therefore considered unresponsive. The two responsive bids were evaluated in accordance with the Evaluation Criteria. Bid Scores are presented below

Bidder	Evaluation Criteria Score
Complete Services Well Drilling, Inc.	78
Partridge Well Drilling Co, Inc.	100

It is recommended that Partridge Well Drilling Co., Inc., be awarded the Bid based upon the bid evaluation. Partridge has the highest score of 100 out of 100. They provided a more advantageous project schedule with an anticipated completion date of January 1st, 2025. Additionally, Partridge appears to be the lowest responsive bidder with a base bid in the amount of \$368,000.00. Partridge Well Drilling Co., Inc. provided a Bid Response of "N/A" to Bid Items 3-9. It is recommended that upon approval, Partridge affirm that Bid Items 3-9 will be provided at no cost to the City.

Please feel free to contact me if you have additional questions regarding the review of bids received.

Sincerely,



Kelly Blake Smith, P.E.
Senior Water Resources Project Manager

Attachment: Bid Tabulation Summary

Cc: Manas Chaturvedi

File: K:\JAX_WaterResources\045696000 - CONB CUP\Task 5. Well Site and Raw Water Main
Final Design and Permitting\Bid Admin\Well Drilling\Bid Tabs

BID TABULATION													
CITY OF NEPTUNE BEACH - PUBLIC SUPPLY WELL 5													
		Complete Services Well Drilling				Partridge Well Drilling				FTE Drilling USA			
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	\$ 123,750.00	\$ 123,750.00	LS	1	\$ 20,000.00	\$ 20,000.00	LS	1	\$ 75,000.00	\$ 75,000.00
2	BOND AND INSURANCE	LS	1	\$ 32,890.00	\$ 32,890.00	LS	1	\$ 11,000.00	\$ 11,000.00	LS	1	\$ 9,888.00	\$ 9,888.00
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 7,500.00	\$ 7,500.00	LS	1	N/A	N/A	LS	1	\$ -	\$ -
4	ENVIRONMENTAL PROTECTION	LS	1	\$ 7,500.00	\$ 7,500.00	LS	1	N/A	N/A	LS	1	\$ 15,000.00	\$ 15,000.00
5	SURVEY LAYOUT & RECORD DRAWINGS	LS	1	\$ 3,500.00	\$ 3,500.00	LS	1	N/A	N/A	LS	1	\$ 11,000.00	\$ 11,000.00
6	PROFESSIONAL SITE VIDEO TAPING (PRE & POST CONSTRUCTION)	LS	1	\$ 3,500.00	\$ 3,500.00	LS	1	N/A	N/A	LS	1	\$ 3,500.00	\$ 3,500.00
7	CLEARING AND GRUBBING	LS	1	\$ 2,500.00	\$ 2,500.00	LS	1	N/A	N/A	LS	1	\$ 7,500.00	\$ 7,500.00
8	TREE REMOVAL (GREATER THAN 10" DBH)	LS	1	\$ 5,000.00	\$ 5,000.00	LS	1	N/A	N/A	LS	1	\$ 4,500.00	\$ 4,500.00
9	RESTORATION (GENERAL)	LS	1	\$ 10,000.00	\$ 10,000.00	LS	1	N/A	N/A	LS	1	\$ 15,000.00	\$ 15,000.00
10	PUBLIC SUPPLY WELL 5	LS	1	\$ 598,770.00	\$ 598,770.00	LS	1	\$ 337,000.00	\$ 337,000.00	LS	1	\$ 857,300.00	\$ 857,300.00
BASE BID TOTAL					\$ 794,910.00	BASE BID TOTAL			\$ 368,000.00	BASE BID TOTAL			\$ 998,688.00
Grand Total amounts are to be shown in both words and figures.													
WORDS:		Seven Hundred Ninety Four Thousand, Nine Hundred and Ten dollars and 00/100.				Three Hundred Sixty Eight Thousand and 00/100.			Nine Hundred Ninety Eight Thousand Six Hundred Eighty Eight Dollars and 00/100.				

SECTION 00300 BID

FORM

CONB BID NO. 2025-01

Public Supply Well 5

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

In submitting this Bid, the Bidder represents that:

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

00300-1

10. Bidder has given the Buyer and/or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Bidder;
11. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract;
12. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the contract in full and complete it in accordance with the Procurement Documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions, Special Conditions, and contract documents.
13. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Procurement Documents, that without exception the Bid (including all Bid prices) is premised upon furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work as required by the Procurement Documents.

Bid Schedule:

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

ITEM #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION	LS	1	\$123,750	\$ 123,750
2	BONDS & INSURANCE	LS	1	\$ 32,890	\$ 32,890
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 7,500	\$ 7,500
4	ENVIRONMENTAL PROTECTION	LS	1	\$ 7,500	\$ 7,500
5	SURVEY LAYOUT & RECORD DRAWINGS	LS	1	\$ 3,500	\$ 3,500
6	PROFESSIONAL SITE VIDEOTAPING (PRE & POST CONSTRUCTION)	LS	1	\$ 3,500	\$ 3,500
7	CLEARING AND GRUBBING	LS	1	\$ 2,500	\$ 2,500
8	TREE REMOVAL (GREATER THAN 10" DBH)	LS	1	\$ 5,000	\$ 5,000
9	RESTORATION (GENERAL)	LS	1	\$ 10,000	\$ 10,000
10	PUBLIC SUPPLY WELL 5	LS	1	\$ 598,770	\$ 598,770
Total of All Unit Bid Items					\$ 794,910

Utility Sub-Contractor's No: _____
Utility Sub-Contractor's License State: _____
License Name/Organization: _____

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project: _____ %
Total local preference percent utilization on this project: _____ %
List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
1. _____	☐	☐	☐	☐	☐
2. _____	☐	☐	☐	☐	☐
3. _____	☐	☐	☐	☐	☐
4. _____	☐	☐	☐	☐	☐
5. _____	☐	☐	☐	☐	☐
6. _____	☐	☐	☐	☐	☐
7. _____	☐	☐	☐	☐	☐
8. _____	☐	☐	☐	☐	☐

Unauthorized Alien Statement:

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

List of Major Subcontractors:

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

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

The Bidder expressly agrees that:

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

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor

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

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

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

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

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

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

1. Required Bid Security
2. Section 00430 – Trench Safety Affidavit
3. Section 00420 – Sworn Statements, Acknowledgements, and Affidavits

00300-5

- a. Non-Collusion Affidavit
- b. Certification Regarding Lobbying
- c. Anti-Kickback Affidavit
- d. Sworn Statement on Public Entity Crimes
- e. Drug-Free Workplace Form

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

[Reminder of this page intentionally left blank]

This Bid is offered by:

Bidder: COMPLETE SERVICES WELL DRILLING, INC.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 10/16/24
(date signed)

Name: IRA J. MERRITT
(typed or printed)

Title: PRESIDENT
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
9785 WELLWATER RD.
JACKSONVILLE, FL 32220

Designated Representative:
Name: L. BLAKE HARE, JR.
(typed or printed)

Title: PROJECT MANAGER
(typed or printed)

Address:

Phone: 904-693-8635

Email: BLAKE@jaxwelldrilling.com

License No.: 2779

Classification: DRILLING

Limitation: NONE

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00300-8

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that we Complete Services Well Drilling, Inc

6785 Well Water Rd Jacksonville FL 32220,

(herein after called the Principal) and FCCI Insurance Company

6300 University Parkway, Sarasota FL 34240,

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated October 2nd, 2024, for:

**PUBLIC SUPPLY WELL 5
CONB BID NO. 2025-01
CITY OF NEPTUNE BEACH, FLORIDA**

NOW THEREFORE:

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

00400-1

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 26th day of September, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Complete Services Well Drilling Incorporated

Principal

By



(Seal)

FCCI Insurance Company

Surety



Ben Powell, Attorney-in-Fact

(Seal)

Countersigned

Local Resident Producing Agent for Cecil W Powell & Company

219 N Newnan St Jacksonville, FL 32202

WITNESSES:

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

WITNESSES:

PRINCIPAL: Complete Services Well Drilling Incorporated

John J. Munn
[Signature]

COMPLETE SERVICES

Name of Firm

[Signature]
Signature of Authorized (Affix Seal)

PRESIDENT

Title

9785 WELL WATER RD.

Business Address

JACKSONVILLE, FL 32220

City, State & Zip

Code

WITNESSES:

Corey Grice

Tess Labitan

[Signature]
Tess Labitan

SURETY: FCCI Insurance Company

[Signature]
Corporate Surety

Ben Powell, Attorney-in-Fact (Affix Seal)
219 N Newnan St

Business Address

Jacksonville, FL 32202

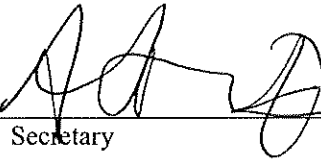
City, State & Zip Code

Cecil W Powell & Company

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

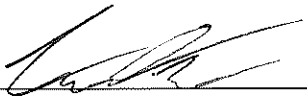

Secretary

(Corporate Seal)

STATE OF FLORIDA)
)
SS: COUNTY OF DUVAL)

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

Sworn and Subscribed to before me this 26th day of September 26, 2024



Notary Public

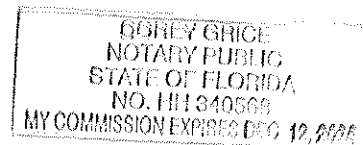
(Attach Power of Attorney
to original Bid Bond)

Corey Grice

(Printed Name)

State of Florida at Large (Seal)

My commission expires: 12/12/2026



END OF SECTION

00400-4



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ben Powell; Fitzhugh Powell, Jr.; Robert T. Theus; Susan W. Jordan

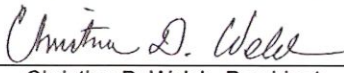
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

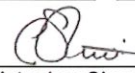
In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:



Christina D. Welch, President
FCCI Insurance Company





Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

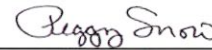
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

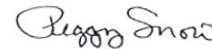
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



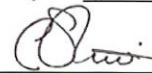
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of September, 2024



Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

IRA JUSTIN MERRITT ("Affiant"), being first duly sworn, deposes and says that:

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

By: [Signature]

Title: PRESIDENT

Subscribed and sworn before me this 15th day of October, 2024, by

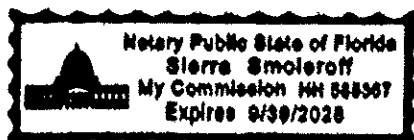
Ira Justin Merritt, III, who is personally known to me or has produced
_____ as identification.

My Commission expires: 9/30/28

(Affix Seal)

[Signature]
Notary Public

Sierra Smolenoff
Print Name



2. Certification Regarding Lobbying

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

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

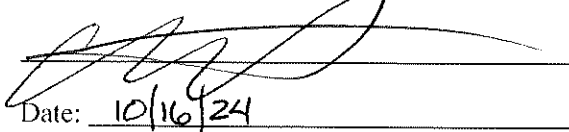
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official


Date: 10/16/24

IRA MERRITT - PRESIDENT

3. Anti-Kickback Affidavit

State of Florida

County of Duval

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

By: [Signature]
Title: PRESIDENT

Subscribed and sworn before me this 15th day of October 2024, 2021, by
Ira Justin Merritt, III, who is personally known to me or has produced
_____ as identification. [Signature]

My Commission expires: 9/30/28

(Affix Seal)

Notary Public

Sierra Smoleroff
Print Name



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

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

This sworn statement is submitted to the City of Neptune Beach

by: IRA J. MERRITT - PRESIDENT
(Print Name and Title)

for: COMPLETE SERVICES
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

9785 WELWATER RD.
JACKSONVILLE, FL 32220

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-0406923
DUNS: 096996721

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

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

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

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

- a. A predecessor or a successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

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

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

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

STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED
IN THIS FORM.

By: [Signature]

Title: PRESIDENT

Subscribed and sworn before me this 15th day of October, 2024, 2024, by

Ira Justin Merritt, III, who is personally known to me or has produced

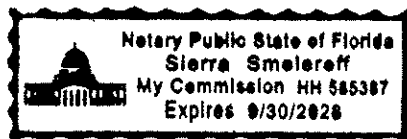
[Signature] as identification.

My Commission expires: 9/30/24

(Affix Seal)

Notary Public

Sierra Smolereff
Print Name



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5. Drug-Free Workplace Form

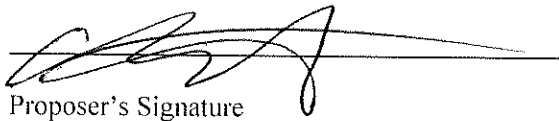
The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

COMPLETE SERVICES WELL DRIVING, INC. does:

(Name of Business)

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

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


Proposer's Signature

10/16/24
Date

END OF SECTION 00420

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit Quantity	Unit Cost	Extended Cost
1. <u>N/A</u>	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
Total \$ _____				

Failure to complete the above may result in the Bid being declared non-responsive.

Dated 10/16/24 Bidder CSWD

By 

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SECTION 00440

BONDING CAPACITY CERTIFICATION LETTER

OWNER:

City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266
904-270-2400

BIDDER:

Firm Name: Complete Services

Address: 9785 Well Water Road

City, State, Zip: Jacksonville, FL 32220

Phone: 904-693-8635

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Public Supply Well 5. The present limits on bonding for the referenced Bidder are as follows:

\$ 5,000,000 each occurrence

\$ 7,000,000 aggregate

Percentage of bonding capacity expended with inclusion of this Bid 18 %

Bidder's Bonding Rate 2 %

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

\$ 0

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

A.M. Best Rating: A

Financial Size Category: 15

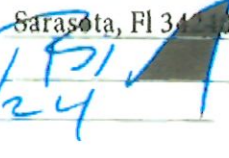
Notes: This is the only acceptable format for the Surety's Bonding Capacity Certification Letter. This statement must be notarized (on an original document with an embossed stamp). Power of Attorney form must be attached.

SURETY COMPANY

Surety Company Name: FCCI Insurance Company

Address: 6300 University Parkway

City, State, Zip Code: Sarasota, FL 34230

Authorized Signature: 

Date: 10/4/24

STATE OF FLORIDA COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who after first
being sworn by me, affixed his/her _____
signature in the space provided above on this 4TH day of OCTOBER, 2024. (name of individual signing)

My commission expires: 12/12/2026 [Signature]
NOTARY PUBLIC

DOUBT & CHANCE
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 12, 2026

END OF SECTION 00440



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ben Powell; Fitzhugh Powell, Jr.; Robert T. Theus; Susan W. Jordan

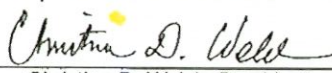
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

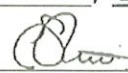
In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:



Christina D. Welch, President
FCCI Insurance Company





Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

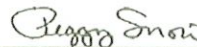
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 126535
Expires February 27, 2027



Notary Public

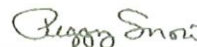
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 126535
Expires February 27, 2027



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 10th day of October, 2024



Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Complete Services Well Drilling Incorporated

9785 Well Water Road

Jacksonville, Florida 32233



Complete Services Well Drilling Incorporated, is a Well Drilling Company located in Jacksonville, FL. Incorporated in 2007, Complete Services clients include Municipal, Commercial, and Residential Customers. These Customers range in size (i.e. Tallahassee/Jacksonville to Hampton) and type (i.e. Water Production to Geothermal Injection). A full range of Commercial Services is provided in the attached line card.

Complete Services was founded by Ira Merritt (Rusty) in 1978 as a sole proprietorship. The Company provided Commercial Water, Wastewater and Residential Services with a client base focused in Northeast Florida. Rusty's long working relationship with Larry Floyd facilitated a transfer of information and drilling equipment to enable commercial growth. Rusty's legacy of vast experience and knowledge continues in the next phase of Complete Services.

Ownership of the business transferred to his son, Justin Merritt (Ira J. Merritt III) in 2007. The company became a S-Corp in July of 2007 and continues today. Justin was exposed to the business at an early age with hands on experience in Well Drilling, Pump Repair and Well Rehabilitation. Under Justin's Leadership, Complete Services provides Commercial and Residential Well Drilling, Pump Repair/Sales, and Well Rehabilitation by way of a Slow Rate Acidization (Patent Pending). Justin has and continues to invest in equipment and quality employees to responsibly grow his business. This is exemplified by acquiring additional drilling rigs and cranes and a 75% increase in employees during the last five years. This includes hiring Blake Hare 4-1/2 years ago who has over 25 years of experience.

Our commitment to excellence shows by Complete Services being the primary contractor to the JEA Well Services Contract since its inception and the recent award of a Services Contract with the City of Tallahassee. Complete Services prides itself on quality and meeting the customer's needs. Our ability to schedule and complete quality work continues to shine such as completing 10 well rehab acidization projects in less than 12 months while maintaining all the other aspects of the business. Our current drilling work load includes two 16" x 700' deep wells for JEA while finishing up a 20" x 1,300' well. We currently have 5 drilling rigs capable of drilling in excess of 1,000' deep and are committed to meeting expectations.

We thank you for the opportunity to compete for your business and look forward to working with you.

L. Blake Hare, Jr.

8138 Ocala Ave.
Jacksonville, FL 32220
(912) 659-9087

EDUCATION

Auburn University, Auburn, AL
BS Civil Engineering, December 1996
Minor in Business Management

EXPERIENCE

3/20 to Present

Complete Services Well Drilling, Inc, Jacksonville, FL
Project Manager

- Negotiate terms and costs of projects
- Prepare, estimate and submit documentation for bid jobs
- Design and assist construction of municipal and industrial Production Wells, ASR Wells, Screened Wells, and Open Hole Wells
- Lead or Assist pump pulls/installations, acid and other well rehab techniques, well and pump testing, logging, video surveys, etc.
- Design deep well and short-coupled line-shaft and submersible pumps
- Design and build of High Service Pumps
- Design and manage well rehab and well abandonment projects
- Troubleshoot technical problems and engineer the solutions such as electrical controls and VFD's

8/07 to 3/20

Rowe Drilling Co., Inc, Savannah, GA
District Manager/ Sales Manager

- Manage all operations and personnel for a seven-state region
- Responsible for P&L for multiple locations
- Review and manage monthly reporting, income statements, work in progress reports, BPR's, etc. to ensure meeting financial goals
- Prepare budgets for CAPEX and personnel each year
- Hired, trained, and supervised PM's, admin, and field personnel
- Negotiate terms and costs of projects
- Prepare, estimate and submit documentation for bid jobs
- Responsible for making sales calls and presentations individually along with assisting the Sales PM's and WSC's
- Design and construct municipal and industrial Injection Wells, ASR Wells, Screened Wells, and Open Hole Wells
- Design deep well and short-coupled line-shaft and submersible pumps
- Design and implement well rehabilitation projects

3/05 to 8/07

Insituform Technologies, Birmingham, AL

District Manager/Project Manager

- Manage all operations and personnel (75 employees)
- Responsible for P&L (over \$15 Million per year)
- Prepare budgets for the upcoming fiscal year
- Hired, trained, and supervised PM's, admin, and field personnel
- Design and manage projects for sewer lining up to 60"
- Design and manage projects for sewer replacement

1/97 to 3/05

Layne Christensen Co. Savannah, GA

Manager/Sales Engineer

- Manage all operations and personnel for a three-state region
- Design and construct municipal and industrial water supply wells
- Design deep well and short-coupled line-shaft and submersible pumps
- Design and implement well rehabilitation projects
- Troubleshoot technical problems and engineer the solutions

PROFFESIONAL EXPERTISE

I have 25 years of experience in the well drilling and pump industry. Work areas include Florida, Georgia (Driller License # 601), Alabama (License # 730), South Carolina (License # A 2312), North Carolina (License # 4483-A), Tennessee (License # 1055). I have managed financial plans, budgets, etc. for over 25 years. I have attended AND presented various training seminars for well design and pump design to maximize efficiency and longevity. I have managed and worked in the field on new well construction ranging from 6" to 26" final casings and depths to 3,200'. Well rehabilitation experience includes the use of pre-packed screens, screen replacements, casing liners, casing patches, acidization, CO2 technology, percussion technology, etc.

REPRESENTATIVE PROJECT EXPERIENCE

- CCUA Governor's Park Project – 2 EA – 20" x 1,200' Production Wells
Estimator, Project Manager, Field work (drilling, casing installation, 48 HR Testing)
- CCUA Saratoga Springs Project – 2 EA – 16" x 12" x 1,000' and 1 EA 12" x 8" x 1,000'
Estimator, Project Manager, Field work (drilling, casing installation, video survey, Removal of debris and fishing operations.)
- JEA – 6 EA – 20" x ≈1300' production wells 2015 – 2020
Estimator and Project Manager
- JEA – 5 EA – 16"-20" x 500'-700' production wells since June 2021
Estimator, Project Manager, and Field work
- WestRock – 2 EA – 20" x 900' production wells
Negotiated Project and Project Manager
- Waynesboro, GA – 18" x 930' screened production well
Helped engineer with design and testing plan, estimator and Project Manager
- Sandersville, GA – 14" x 900' screened production well
Helped engineer with well and pump design, estimator and Project Manager
- Hilton Head, SC – 4 EA – 24" ASR wells
Estimator and Project Manager
- See attached for additional project references

Carl Scarborough

Drilling Supervisor

Contact

9785 Well Water Rd
Jacksonville FL, 32220
904-887-6094
Carl@jaxwelldrilling.com

Education

Ridgeview Highschool
• OSHA 10
OSHA 30
NCCCO Certified Crane
Operator
MSHA
Oklahoma Well Drilling License
Texas Well Drilling License

Key Skills

Safety Oriented
Complex problem Solving
Communication
Leadership
Critical Thinking
Teamwork

Objective

As a Drilling Supervisor my objective first and foremost is to generate a safe work environment for myself and everyone else associated with the project. As well as collecting accurate data for Complete Services and our customers. At the end of the day, it all boils down to building a well that will provide clean useable water for many years to come.

Experience

2022 – Present

Complete Services Water Well Drilling

Driller/Drilling Supervisor

Completed 20" x 1,200' well, logging, step test, and 48 HR Test within 4 months. Completed a 12" well in 4 weeks. Also have acted as pump technician on several projects.

2020 – 2022

Layne Christensen, Fort Myers

Operations Superintendent

Managed several drilling projects including a 9 well project, 3 well project for an industrial customer, and a 2 well project over 3 different states.

2018 – 2019

Complete Services

Driller

Drilled several wells including two geothermal wells for Mayo.

2018 – 2020

Scarborough Drilling, LLC

Drilling Consultant

2014 – 2018

Layne Christensen, Oklahoma/Texas

Driller

Completed a 2,600' well in Texas, 14 - 8" test wells in 6 months, drilled several 1,500' wells in west Texas for Conoco Phillips, and drilled 3 – 16" wells in Oklahoma City.

2014 – Present
Fast Lane Express Delivery
CO Founder/Vice President

Safety

In the Drilling world, safety must be taken with the upmost respect. As a team lead on a drilling site, I take everyone's health and wellbeing personal.

Leadership

Successfully lead crews in 3 different states to complete jobs on time and under budget.

Project Experience

See attached list of projects completed while with Complete Services Well Drilling, Inc.

PROJECT REFERENCE LIST

Listed below are projects of similar construction completed by our company and employees.

Project Name: JEA – Rivertown Water Treatment Plant
Owner: JEA
Details: Drilling and testing 3 EA – 20" Production Wells
Amount: \$1,300,000.00
Contact: Micky Willoughby
E-mail: mwilloughby@jea.com
Engineer: Jacobs Engineering
Contact: Dustin Dykes

Completion Date: October 2022
Phone No.: 904 665-4243
Phone No.: 904-813-1274
E-Mail: dustin.dykes@jacobs.com

Project Name: Governor's Park WTP Production Wells
Owner: CCUA
Details: 2 EA – 20" x 1,200' Production Wells
Amount: \$1,100,000.00
Contact: Darrell Damrow
E-Mail: ddamrow@clayutility.org
Engineer: Dewberry
Contact: Mike Simmons

Completion Date: August 2023
Phone No.: 904-213-2426
Phone No.: 321-354-9641
E-Mail: msimmons@dewberry.com

Project Name: St. Johns Forest Well # 5
Owner: JEA – Jacksonville Electric Authority
Details: 1 EA – 20" Production Well and Pump
Amount: \$400,000.00
Contact: Allan Boree
E-Mail: BoreAD@jea.com
Engineer: Jacobs Engineering
Contact: Dustin Dykes

Completion Date: October 2021
Phone No.: (904) 665-4243
Phone No.: 904-813-1274
E-Mail: dustin.dykes@jacobs.com

Project Name: Saratoga Springs
Owner: CCUA
Details: 3 EA – 16" and 12" x 1,000' Deep Production Wells
Amount: \$900,000.00
Contact: Chris Nazworth
E-Mail: cnazworth@clayutility.org
Engineer: CDM Smith
Contact: Jason Mills

Completion Date: April 2022
Phone No.: 904-213-2426
Phone No.: 407-660-6357
E-Mail: MillsJM@cdmsmith.com

PROJECT REFERENCE LIST

Listed below are projects of similar construction completed by our company and employees.

Project Name:	JEA – Deerwood Well 2R	
Owner:	JEA	
Details:	Drilling 1 EA – 16" Production Well	
Amount:	\$550,000.00	Completion Date: June 2024
Contact:	Allan Boree	Phone No.: 904 665-4243
E-mail:	BoreAD@jea.com	
Engineer:	CDM Smith	Phone No.: 407-660-6357
Contact:	Jason Mills	E-Mail: MillsJM@cdmsmith.com
Project Name:	JEA - Westlake Well # 4	
Owner:	JEA – Jacksonville Electric Authority	
Details:	1 EA – 20" x 1,200' Deep Production Well	
Amount:	\$750,000.00	Completion Date: October 2024
Contact:	Allan Boree	Phone No.: (904) 665-4243
E-Mail:	BoreAD@jea.com	
Engineer:	Jacobs Engineering	Phone No.: 904-813-1274
Contact:	Dustin Dykes	E-Mail: dustin.dykes@jacobs.com



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

July 18, 2023

Ira Merritt
Complete Services Well Drilling Inc
9785 Well Water Rd
Jacksonville, FL 32220-1384

SUBJECT: Water Well Contractor's License No.2779

Please find enclosed your water well contractor's license as issued by the St. Johns River Water Management District on July 18, 2023. You will need to cut out the license card and maintain it in a safe place for future use.

Please contact me if you have any questions.

Sincerely,

Wesley Curtis, Hydrologist IV
Division of Water Supply Planning and Assessment
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 937-0600

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bournique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST AUGUSTINE

Cole Oliver
MERRITT ISLAND

Ron Howse, TREASURER
COCOA

Janet Price
FERNANDINA BEACH



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to
Ira Merritt

By
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
License: **2779** Expires: **July 31, 2025**

Wesley A. Curtis



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2024

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Regina Gately	
	PHONE (A/C, No, Ext): (904) 353-3181	FAX (A/C, No): (904) 353-5722
INSURED Complete Services Well Drilling Inc 9785-1 Well Water Rd Jacksonville, FL 32220	E-MAIL ADDRESS: rgately@cwppowellins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Southern Owners Ins Co	
	INSURER B: Auto Owners Insurance Company	
	INSURER C: American Interstate Ins	
	INSURER D: Certain Underwriters at Lloyds, London	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	78497648	8/20/2024	8/20/2025	EACH OCCURRENCE \$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/PROP AGG \$ 2,000,000	
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	5549764800	8/20/2024	8/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							PIP \$ 10,000	
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			5549764801	8/20/2024	8/20/2025	EACH OCCURRENCE \$ 5,000,000	
							AGGREGATE \$ 5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	AVWCFL3300072024	8/20/2024	8/20/2025	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000	
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Installation Floater			78497648	8/20/2024	8/20/2025	Installation 200,000	
D	Pollution Liability			CPL00476001	8/20/2024	8/20/2025	\$5,000,000 Per Occ 5,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan Jordan

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Complete Services Well Drilling, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 9785 Well Water Road	Requester's name and address (optional)
6 City, state, and ZIP code Jacksonville, FL 32220		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									
			-						
or									
Employer identification number									
2	6	-	0	4	0	6	9	2	3

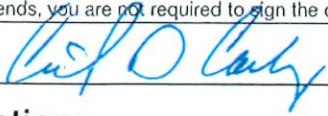
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 
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Date **8/6/2024**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

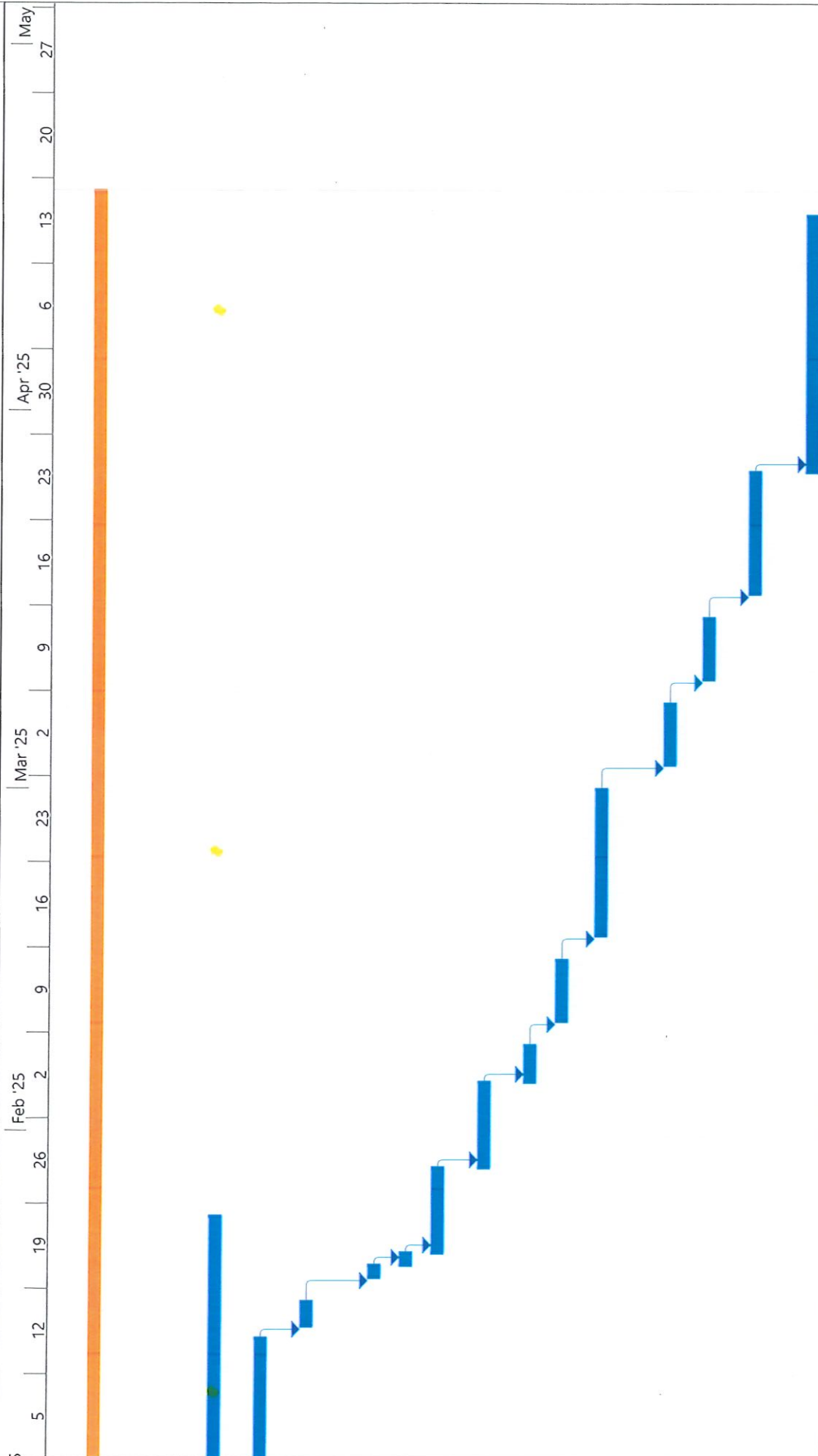
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Neptune Beach Well # 5

ID	Task Name	Duration	13	20	27	Nov '24	3	10	17	24	Dec '24	1	8	15	22	29	Jan '25	5
1																		
2	Project Timeline	90 days																
3	Neptune Well 5																	
4	Review, approval, award of contract, sign contract, and send NTP.	57 days																
5	Submittals and construction permit	30 days																
6	Holidays, Mobilize drill rig, equipment, etc. and set up	17 days																
7	Drill pilot (12-1/4") to 80' to find suitable formation to install the casing	2 days																
8	Ream hole to 29" to 80'	1 day																
9	Install and cement 24" casin	1 day																
10	Drill 12-1/4" pilot hole to top of the limestone, approx.	5 days																
11	Ream hole to 23" to approx. 370'	5 days																
12	Install and cement 16" casin	3 days																
13	Haul mud and cuttings, cut plug and Swap to reverse	5 days																
14	Drill 15" hole to approx. 850', take samples every rod, and development with air	10 days																
15	Perform static and dynamic Geophysical and video	5 days																
16	Perform 72 HR constant rate test	5 days																
17	Conduct step drawdown test, collect field and lab water samples.	8 days																
18	Demobilize, clean up, etc.	15 days																

Neptune Beach Well # 5



SECTION 00300 BID

FORM

CONB BID NO. 2025-01

Public Supply Well 5

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

In submitting this Bid, the Bidder represents that:

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

00300-1

10. Bidder has given the Buyer and/or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Bidder;
11. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract;
12. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the contract in full and complete it in accordance with the Procurement Documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions, Special Conditions, and contract documents.
13. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Procurement Documents, that without exception the Bid (including all Bid prices) is premised upon furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work as required by the Procurement Documents.

Bid Schedule:

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

ITEM #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION	LS	1	\$ 20,000	\$ 20,000
2	BONDS & INSURANCE	LS	1	\$ 11,000	\$ 11,000
3	MAINTENANCE OF TRAFFIC	LS	1	\$ N/A	\$ N/A
4	ENVIRONMENTAL PROTECTION	LS	1	\$ N/A	\$ N/A
5	SURVEY LAYOUT & RECORD DRAWINGS	LS	1	\$ N/A	\$ N/A
6	PROFESSIONAL SITE VIDEOTAPING (PRE & POST CONSTRUCTION)	LS	1	\$ N/A	\$ N/A
7	CLEARING AND GRUBBING	LS	1	\$ N/A	\$ N/A
8	TREE REMOVAL (GREATER THAN 10" DBH)	LS	1	\$ N/A	\$ N/A
9	RESTORATION (GENERAL)	LS	1	\$ N/A	\$ N/A
10	PUBLIC SUPPLY WELL 5	LS	1	\$ 337,000	\$ 337,000
Total of All Unit Bid Items					\$ 368,000

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

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

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
1	09/27/2024		
2	10/04/2024		
3	10/07/2024		

Bidder's License Type: Water Well Contractor
 Bidder's License Category (if any): _____
 Bidder's License Special Qualification (if any): _____
 Bidder's License No: 1005
 Bidder's License State: Florida
 License Name/Organization: Donal M. Partridge III

PARTRIDGE

WELL DRILLING CO., INC.

(904) 269-1333



4744 COLLINS ROAD

JACKSONVILLE, FLORIDA 32244

ESTABLISHED 1892

Partridge Well Drilling Co., Inc. proposes an anticipated completion date of **January 1st, 2025**. This date is subject to fluctuation dependent upon availability of materials.

Start	End	Duration	Label
11/4/2024	11/5/2024	2	Mobilization
11/6/2024	11/7/2024	2	Drill 30" BH to 65'
11/8/2024	11/8/2024	1	Set 24" Surf. Casing
11/9/2024	11/10/2024	2	Grout 24" Surf. Casing
11/11/2024	11/17/2024	7	Drill 24" BH to 368'
11/18/2024	11/19/2024	2	Set 16" Casing to 368'
11/20/2024	11/21/2024	2	Grout 16" Casing
11/22/2024	12/1/2024	10	Drill 16" BH to 837'
12/2/2024	12/7/2024	6	Develop Well
12/8/2024	12/8/2024	1	Plumb. / Align. Test
12/9/2024	12/10/2024	2	Aquifer Perf. Test
12/11/2024	12/13/2024	3	72 hr Const. Rate Test
12/14/2024	12/15/2024	2	Geophys. Logging
12/16/2024	12/16/2024	1	Disinfection
12/17/2024	12/26/2024	10	Water Sampling



PARTRIDGE

WELL DRILLING CO., INC.

Since 1892



YEARS OF EXPERIENCE

20 Years with Partridge Well
20 Years in Industry



EDUCATION

Geology
Bachelor of Science
University of South Florida
2014



REGISTRATIONS/ CERTIFICATIONS

Licensed Florida Water Well
Contractor #7402

40 hr OSHA 29 CFR
1910.120

Florida Groundwater
Association (Board of
Directors)

National Groundwater
Association Member

Lance Partridge

Vice President of Partridge Well Drilling Co., Inc.

Lance is a sixth generation well driller and his family has been drilling water wells in Northeast Florida for over 130 years. Lance started working for the family business at a very young age and developed a love for the groundwater industry. Knowing early on that he wanted to contribute to the future of the company, Lance enrolled at the University of South Florida where he obtained a Bachelor of Science Degree in Geology. Over the past 20 years Lance has been involved in projects all over Florida that cover just about every aspect of groundwater and drilling.



RELEVANT EXPERIENCE

St. Johns County Production Wells, St Augustine, FL., PM:

- NW-7: 20-inch diameter casing, 2,500 gpm, 368' total depth
- TR-43: 18-inch diameter casing, 1,800 gpm, 700' total depth
- TR-50: 24-inch diameter casing, 1,300 gpm, 450' total depth

Jacksonville University Well #3, Jacksonville, FL., PM:

- JU Well #3: 12-inch diameter casing, 750 gpm, 1000' total depth

Long Point Golf Club, Amelia Island, FL., PM:

- LPG Well: 12-inch diameter casing, 2,000 gpm, 660' total depth

SJRWMD Abandonments, Nassau to Brevard County, FL., PM:

- Abandoned over 130 artesian wells throughout the SJRWMD area

Vulcan Materials, Grandin, FL., Well Drilling Super Intendent:

- Prdctn Well: 18-inch diameter casing, 3,000 gpm, 1251' total depth
- Monitor Well: 3-inch diameter casing, 75 gpm, 860' total depth

Mac Papers, Jacksonville, FL., Well Drilling Superintendent:

- Supply Well #1: 6-inch diameter casing, 400 gpm, 620' total depth
- Supply Well #2: 6-inch diameter casing, 400 gpm, 620' total depth
- Return Well: 8-inch diameter casing, 950 gpm, 1000' total depth

Lance Partridge

Vice President of Partridge Well Drilling Co., Inc.



RELEVANT EXPERIENCE (CONTINUED)

- Mastered drilling techniques such as mud rotary, reverse air, air hammer, direct push, hollow stem augers
- Construction of rock wells and gravel-pack wells
- Construction of artesian water wells
- Assisting completion of municipal supply wells exceeding 1500 feet and 30" casing for JEA, SJRWMD, SJCUD, & CCUA
- Installing geothermal wells both open and closed loop; commercial and residential; including a system consisting of 30 bore holes for the FL Air National Guard
- Mastered and trained others to successfully fuse geothermal pipe and install headers
- Completing rehabilitation of environmental monitoring wells, municipal supply wells, and residential supply wells
- Installation of monitoring wells; direct push & hollow stem augers
- Mastering soil sampling; split spoons & direct push
- Overseeing abandonments of multiple wells exceeding 900 feet throughout Florida
- Managing up to 8 drilling rigs and crew on a day-to-day basis



Randy Baker

Water Well Drilling Super Intendent

PARTRIDGE

WELL DRILLING CO., INC.

Since 1892



YEARS OF EXPERIENCE

36 Years with Partridge Well
36 Years in Industry



REGISTRATIONS/ CERTIFICATIONS

40 hr OSHA 29 CFR
1910.120

MSHA Part 46 New Miner
Training

JEA Leadership of
Supervisors

CPR- First Aid



RELEVANT EXPERIENCE

St. Johns County Production Wells, St Augustine, FL., Superintendent:

- NW-5: 20-inch diameter casing, 2,500 gpm, 375' total depth
- NW-6: 20-inch diameter casing, 2,500 gpm, 368' total depth
- NW-7: 20-inch diameter casing, 2,500 gpm, 368' total depth
- TR-43: 18-inch diameter casing, 1,800 gpm, 700' total depth
- TR-50: 24-inch diameter casing, 1,300 gpm, 450' total depth

Jacksonville University Well #3, Jacksonville, FL., Superintendent:

- JU Well #3: 12-inch diameter casing, 750 gpm, 1000' total depth

Long Point Golf Club, Amelia Island, FL., Superintendent:

- LPG Well: 12-inch diameter casing, 2,000 gpm, 660' total depth

Vulcan Materials, Grandin, FL., Well Drilling Superintendent:

- Prdctn Well: 18-inch diameter casing, 3,000 gpm, 1251' total depth
- Monitor Well: 3-inch diameter casing, 75 gpm, 860' total depth

Mac Papers, Jacksonville, FL., Superintendent:

- Supply Well #1: 6-inch diameter casing, 400 gpm, 620' total depth
- Supply Well #2: 6-inch diameter casing, 400 gpm, 620' total depth
- Return Well: 8-inch diameter casing, 950 gpm, 1000' total depth

City of Atlantic Beach, Atlantic Beach, FL., Superintendent:

- Well 3W: 16-inch diameter casing, 1950 gpm, 700' total depth

WestRock, Fernandina Beach, FL., Superintendent:

- WR-6B: 20-inch diameter casing, 2,000 gpm, 1500' total depth

Kleinfelder/ Trail Ridge, Starke, FL., Superintendent:

- Well: 10-inch diameter casing, 400 gpm, 806' total depth

Fire Sation No. 47, Jacksonville, FL., Superintendent:

- FR #47: 12-inch diameter casing, 500 gpm, 620' total depth

Kemcho/ SJRWMD, Deland, FL., Superintendent:

- V1252: 12-inch diameter casing, 500 gpm, 1200' total depth
- V1253: 12-inch diameter casing, 500 gpm, 822' total depth

Randy Baker

Water Well Drilling Super Intendent



RELEVANT EXPERIENCE (CONTINUED)

- Mastered drilling techniques such as mud rotary, reverse air, air hammer, direct push, hollow stem augers
- Construction of rock wells and gravel-pack wells
- Construction of artesian water wells
- Assisting completion of municipal supply wells exceeding 1500 feet and 30" casing for JEA, SJRWMD, SJCUD, & CCUA
- Completing rehabilitation of environmental monitoring wells, municipal supply wells, and residential supply wells
- Installation of monitoring wells; direct push & hollow stem augers
- Mastering soil sampling; split spoons & direct push
- Overseeing abandonments of multiple wells exceeding 900 feet throughout Florida

Project Name	Agency that owns the well	Location	Date Completed	Well Dia.	Surf. Casing	Casing	Open Borehole Depth	Contract Amount	Owner Contact Info
Well 3W	City of Atlantic Beach	Atlantic Beach	3/26/2024	16"	24"	16"	700'	\$302,930.00	Troy Stephens (904) 247-5875
Fire Station No. 47	City of Jax	Jacksonville	10/3/2023	12"	N/A	8"	620'	\$183,722.00	Steven Floyd (904) 200-6028
Geotherm. for Condos	Vist Del Mar	Jax Beach	3/2/2023	10"	N/A	6"	600'	\$271,520.00	Steve Taylor (832) 606-5725
Geotherm. for Condos	Vist Del Mar	Jax Beach	3/23/2023	8"	N/A	4"	565'	Same as above	Steve Taylor (832) 606-5725
TR-50	SJCUD	St Augustine	5/25/2022	17.4"	24"	17.4"	450'	\$500,434.00	Scott Trigg strigg@sjcfl.us (904) 209-2622
NW-7	SJCUD	St Augustine	6/22/2022	20"	30"	20"	368'	\$313,256.00	Scott Trigg strigg@sjcfl.us (904) 209-2622
Trail Ridge	Kleinfelder, Inc.	Starke	3/1/2022	10"	16"	6"	806'	\$276,936.00	Elliott Mallard emallard@kleinfelder.com (904) 452-5747
PGA	PGA Tour	Ponte Vedra	10/19/2022	10"	N/A	6"	500'	\$154,822.00	Josh White joshwhite@pgatourhq.com (917) 715-4431
WR 6B	WestRock	Fernandina	11/19/2021	20"	N/A	12"	1500'	\$1,378,857.00	Michael Woodworth michael.woodworth@westrock.com (904) 277-5700

PARTRIDGE

WELL DRILLING CO., INC.

(904) 269-1333



As of September 25, 2024, Partridge Well Drilling has over 50 commercial and residential contracts that have been awarded to us and dozens more pending. All of these projects are running on schedule and will be completed in the order in which they were received. Our current lead time is 10 weeks. This means that we will confidently complete 50 or more contracts over the span of the next 3 months.

Lance and Randy are currently helping to complete the current workload. However, once the CONB PS Well 5 project begins, both Lance and Randy will be 100% committed to that project.

Utility Sub-Contractor's No: Not Applicable
 Utility Sub-Contractor's License State: Not Applicable
 License Name/Organization: Not Applicable

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project: N/A %
 Total local preference percent utilization on this project: N/A %
 List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
1. <u>Not Applicable</u>	☐	☐	☐	☐	☐
2. _____	☐	☐	☐	☐	☐
3. _____	☐	☐	☐	☐	☐
4. _____	☐	☐	☐	☐	☐
5. _____	☐	☐	☐	☐	☐
6. _____	☐	☐	☐	☐	☐
7. _____	☐	☐	☐	☐	☐
8. _____	☐	☐	☐	☐	☐

Unauthorized Alien Statement:

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

List of Major Subcontractors:

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

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

The Bidder expressly agrees that:

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

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
Not Applicable		

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

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

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

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

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

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

1. Required Bid Security
2. Section 00430 – Trench Safety Affidavit
3. Section 00420 – Sworn Statements, Acknowledgements, and Affidavits

00300-5

- a. Non-Collusion Affidavit
- b. Certification Regarding Lobbying
- c. Anti-Kickback Affidavit
- d. Sworn Statement on Public Entity Crimes
- e. Drug-Free Workplace Form

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

[Reminder of this page intentionally left blank]

This Bid is offered by:

Bidder: Partridge Well Drilling Company, Inc.

(typed or printed name of organization)

By: Donal M. Partridge III

(individual's signature)

Date: 10/7/2024

(date signed)

Name: Donal M. Partridge III

(typed or printed)

Title: President

(typed or printed)

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

Attest: [Signature]

(individual's signature)

Title: Vice President

(typed or printed)

Address for giving notices:

Partridge Well Drilling Co Inc
4744 Collins Rd
Jacksonville, FL 32244

Designated Representative:

Name: DONAL M PARTRIDGE III

(typed or printed)

Title: PRESIDENT

(typed or printed)

Address:

4744 COLLINS RD
JACKSONVILLE FL 32244

Phone: (904) 269-1333

Email: merritt@pwwdfl.com

License No.: 1005

Classification: _____

Limitation: _____

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Donal M. Partridge III ("Affiant"), being first duly sworn, deposes and says that:

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

By: Donal M. Partridge III

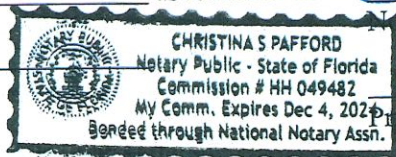
Title: PRESIDENT

Subscribed and sworn before me this 7th day of October, 2021 by

Donal M. Partridge III, who is personally known to me or has produced
as identification. Christina S. Pafford

My Commission expires: _____

(Affix Seal)



Notary Public

Print Name

2. Certification Regarding Lobbying

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

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

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

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

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

Signature of Contractor's Authorized Official

Donal M. Partridge III

Name and Title of Contractor's Authorized Official

Donal M. Partridge III, President

Date:

10/7/24

3. Anti-Kickback Affidavit

State of Florida

County of Duval

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

By: Dan M Partridge III

Title: President

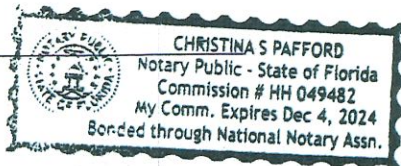
Subscribed and sworn before me this 7th day of October, 2024, by

Dan M Partridge III, who is personally known to me or has produced
as identification.

Christina S Pafford
Notary Public

My Commission expires: _____

(Affix Seal)



Print Name _____

SPACE INTENTIONALLY LEFT BLANK

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

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

This sworn statement is submitted to the City of Neptune Beach

by: Donal M. Partridge III, President
(Print Name and Title)

for: Partridge Well Drilling Company, Inc.
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

4744 Collins Road
Jacksonville, FL 32244

and (if applicable) its Federal Employer Identification Number (FEIN) is: .

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

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

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

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

- a. A predecessor or a successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

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

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

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

STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED
IN THIS FORM.

By: Donal M Partridge III

Title: President

Subscribed and sworn before me this 7th day of October, 2024, by

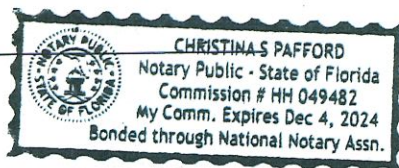
Donal M Partridge III, who is personally known to me or has produced

_____ as identification.

Christina S Pafford
Notary Public

My Commission expires: _____

(Affix Seal)



Print Name

SPACE INTENTIONALLY LEFT BLANK

5. Drug-Free Workplace Form

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

Partridge Well Drilling Company, Inc. does:

(Name of Business)

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

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

Darl M. Hunt

Proposer's Signature

10/7/2024

Date

END OF SECTION 00420

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit Quantity	Unit Cost	Extended Cost
1. <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

Total \$ N/A

Failure to complete the above may result in the Bid being declared non-responsive.

Dated 10/7/2024

Bidder Partridge Well Drilling Co., Inc.

By Dan M. [Signature]

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that we Partridge Well Drilling Company, Inc.

4744 Collins Road, Jacksonville, FL 32244,

(herein after called the Principal) and Harco National Insurance Company

4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609,

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated October 2, 2024, for:

**PUBLIC SUPPLY WELL 5
CONB BID NO. 2025-01
CITY OF NEPTUNE BEACH, FLORIDA**

NOW THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect

- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

00400-1

Page 139 of 182

WITNESSES:

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

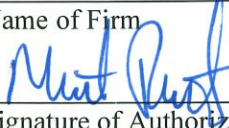
WITNESSES:

PRINCIPAL:




Partridge Well Drilling Company, Inc.

Name of Firm


Signature of Authorized (Affix Seal)

PRESIDENT
Title

4744 Collins Road

Business Address

Jacksonville, FL 32244

City, State & Zip

Code

WITNESSES:




SURETY:

Harco National Insurance Company

Corporate Surety


Attorney-in-Fact

(Affix Kevin Wojtowicz, Attorney-in-Fact

4380 St Johns Pkwy, Suite 110

Seal) Business Address

Sanford, FL 32771

City, State & Zip Code

Acrisure, LLC

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Linda P Alderson

Secretary

(Corporate Seal)

STATE OF FLORIDA)

SS: COUNTY OF DUVAL)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Kevin Wojtowicz, to be well known, who being by me first duly sworn

upon oath, says that he is the Attorney-in-Fact, for the Harco National Insurance Company

and that he has been authorized by Harco National Insurance Company to execute the foregoing bond

on behalf of the Contractor named therein in favor of the Owner, the City of Neptune Beach

Sworn and Subscribed to before me this 2nd day of October, 2024,

Cindy L. Mirisola
Notary Public

Cindy L. Mirisola
(Printed Name)

State of Florida at Large (Seal)



(Attach Power of Attorney
to original Bid Bond)

My commission expires: 11/17/2026

END OF SECTION

00400-4

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # BID BOND

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

EDWARD M. CLARK, DAVID R. HOOVER, LAURA D. MOSHOLDER, BRETT ROSENHAUS, DON BRAMLAGE, KEVIN WOJTOWICZ

Sanford, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

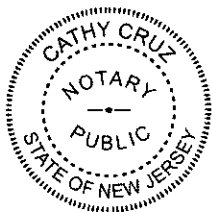
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 02, 2024

Irene Martins, Assistant Secretary

A00145

SECTION 00440

BONDING CAPACITY CERTIFICATION LETTER

OWNER:

City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266
904-270-2400

BIDDER:

Firm Name: Partridge Well Drilling Company, Inc.
Address: 4744 Collins Road
City, State, Zip: Jacksonville, FL 32244
Phone: 904-219-4364

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Public Supply Well 5
The present limits on bonding for the referenced Bidder are as follows:

\$ 3,000,000.00 each occurrence

\$ 6,000,000.00 aggregate

Percentage of bonding capacity expended with inclusion of this Bid 6.5 %

Bidder's Bonding Rate 2 %

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

\$ \$796,000.00

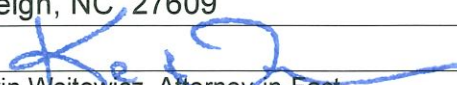
(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.) Issuance and approval of any bond shall be predicated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

A.M. Best Rating: A-

Financial Size Category: XI

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

SURETY COMPANY

Surety Company Name: Harco National Insurance Company
Address: 4200 Six Forks Rd, Suite 1400
City, State, Zip Code: Raleigh, NC 27609
Authorized Signature: 
Date: 10/2/2024 Kevin Wojtowicz, Attorney-in-Fact

STATE OF Florida

COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority Kevin Wojtowicz who
being sworn by me, affixed his/her (name of individual signor)
signature in the space provided above on this 2nd day of October, 2024.

My commission expires: 11/17/2026

Cindy L. Mirisola
NOTARY PUBLIC



END OF SECTION 00440

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # BID BOND

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

EDWARD M. CLARK, DAVID R. HOOVER, LAURA D. MOSHOLDER, BRETT ROSENHAUS, DON BRAMLAGE,
KEVIN WOJTOWICZ

Sanford, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

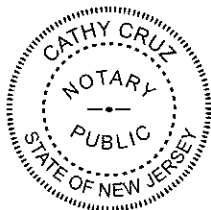
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 02, 2024

A00145

Irene Martins, Assistant Secretary

 **COPY**

SECTION 00300 BID

FORM

CONB BID NO. 2025-01
Public Supply Well 5

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

In submitting this Bid, the Bidder represents that:

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

00300-1

10. Bidder has given the Buyer and/or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Bidder;
11. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract;
12. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the contract in full and complete it in accordance with the Procurement Documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions, Special Conditions, and contract documents.
13. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Procurement Documents, that without exception the Bid (including all Bid prices) is premised upon furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work as required by the Procurement Documents.

Bid Schedule:

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

ITEM #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION	LS	1	\$ 75 000.00	\$ 75 000.00
2	BONDS & INSURANCE	LS	1	\$ 9888.00	\$ 9888.00
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 0.00	\$ 0.00
4	ENVIRONMENTAL PROTECTION	LS	1	\$ 15 000.00	\$ 15 000.00
5	SURVEY LAYOUT & RECORD DRAWINGS	LS	1	\$ 11 000.00	\$ 11 000.00
6	PROFESSIONAL SITE VIDEOTAPING (PRE & POST CONSTRUCTION)	LS	1	\$ 3 500.00	\$ 3 500.00
7	CLEARING AND GRUBBING	LS	1	\$ 7 500.00	\$ 7 500.00
8	TREE REMOVAL (GREATER THAN 10" DBH)	LS	1	\$ 4 500.00	\$ 4 500.00
9	RESTORATION (GENERAL)	LS	1	\$ 15 000.00	\$ 15 000.00
10	PUBLIC SUPPLY WELL 5	LS	1	\$ 857 300.00	\$ 857 300.00
Total of All Unit Bid Items					\$ 998 688.00

"This price does not include for provision of monitoring wells as they are not clearly defined or specified in the tender documents"

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

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

Total Bid Price: [Insert amount]

Addendum Receipt:

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

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
<u>1</u>	<u>September 27th 2024</u>	<u> </u>	<u> </u>
<u>2</u>	<u>October 4, 2024</u>	<u> </u>	<u> </u>
<u>3</u>	<u>October 7, 2024</u>	<u> </u>	<u> </u>

Bidder's DUNS Number: 118921169

Bidder's FEIN Number: 38-4130596

Bidder's License Information:

Bidder's License Type: Drillers Licence
Bidder's License Category (if any):
Bidder's License Special Qualification (if any):
Bidder's License No: 11404
Bidder's License State: Florida
License Name/Organization: Kyle Fetterly - FTE Drilling USA Inc.

Bidder's Utility Sub-Contractor License Information:

Utility Sub-Contractor's License Type: n/a
Utility Sub-Contractor's License Category (if any):
Utility Sub-Contractor's License Special Qualification (if any):

00300-3

Utility Sub-Contractor's No: _____
 Utility Sub-Contractor's License State: _____
 License Name/Organization: _____

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project: unknown %
 Total local preference percent utilization on this project: 100 %
 List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
1. TBD Excavation / Remediation / Sediment Control	☐	☒	☐	☐	☒
2. _____	☐	☐	☐	☐	☐
3. _____	☐	☐	☐	☐	☐
4. _____	☐	☐	☐	☐	☐
5. _____	☐	☐	☐	☐	☐
6. _____	☐	☐	☐	☐	☐
7. _____	☐	☐	☐	☐	☐
8. _____	☐	☐	☐	☐	☐

Unauthorized Alien Statement:

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

List of Major Subcontractors:

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

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

The Bidder expressly agrees that:

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

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
Excavation / Sediment Control	TBD	TBD

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

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

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

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

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

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

1. Required Bid Security
2. Section 00430 – Trench Safety Affidavit
3. Section 00420 – Sworn Statements, Acknowledgements, and Affidavits

00300-5

- a. Non-Collusion Affidavit
- b. Certification Regarding Lobbying
- c. Anti-Kickback Affidavit
- d. Sworn Statement on Public Entity Crimes
- e. Drug-Free Workplace Form

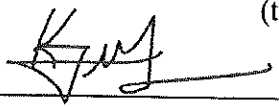
Refer to Section 00200, Instructions to Bidders, for items required to be submitted post-Bid by the three apparent lowest bidders.

[Reminder of this page intentionally left blank]

This Bid is offered by:

Bidder: FTE Drilling USA Inc.

(typed or printed name of organization)

By: 

(individual's signature)

Date: 10-1-2024

(date signed)

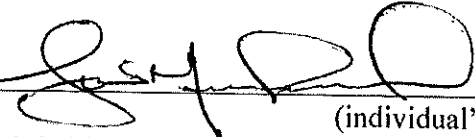
Name: Kyle Fetterly

(typed or printed)

Title: Technical Director - Water and Structural

(typed or printed)

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

Attest: 

(individual's signature)

Title: Technical Sales Director (USA and Latin America)

(typed or printed)

Address for giving notices:

1293 professional Drive, Unit D, Suite 209

Myrtle Beach SC 29067

Designated Representative:

Name: Kyle Fetterly

(typed or printed)

Title: Technical Director - Water and Structural

(typed or printed)

Address:

1293 Professional Drive Unit D Suite 209

Myrtle Beach SC 29067

Phone: 902 478 0417

Email: kfetterly@ftedrilling.com

License No.: 11404

Classification: Drillers Licence

Limitation: None

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00300-8

**SECTION 00400
BID BOND**

NO. BDTO-114001-24-009

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that we FTE Drilling USA Inc.

(herein after called the Principal) and Liberty Mutual Insurance Company

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated October 9, 2024, for:

**PUBLIC SUPPLY WELL 5
CONB BID NO. 2025-01
CITY OF NEPTUNE BEACH, FLORIDA**

NOW THEREFORE:

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

00400-1

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 3rd day of October, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

FTE DRILLING USA INC.

Principal

By

(Seal)



LIBERTY MUTUAL INSURANCE COMPANY

Surety

Andrew P. Thome, Attorney-in-Fact

(Seal)



Countersigned

Dana A. Johnessee, Witness

Seal No. 4854

Local Resident Producing Agent for Marsh & McLennan Agency LLC

WITNESSES:

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

WITNESSES:

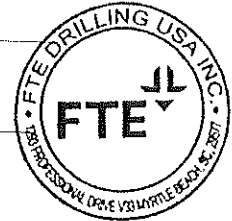
Marie-Josée Gervais
Marie-Josée Gervais

PRINCIPAL:

FTE DRILLING USA INC.

Name of Firm

Signature of Authorized (Affix Seal)



PRESIDENT

Title

1293 Professional Dr
Business Address

Myrtle Beach, SC 29577
City, State & Zip

Code

WITNESSES:

Dana A. Johnessee

Dana A. Johnessee, Witness

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

Corporate Surety

Andrew P. Thome, Attorney-in-Fact

Attorney-in-Fact (Affix

175 Berkeley Street

Seal) Business Address

Boston, MA 02116

City, State & Zip Code

Marsh & McLennan Agency LLC

Name of Local Insurance Agency



Seal No. 4854

00400-3

State of Missouri
County of St. Louis

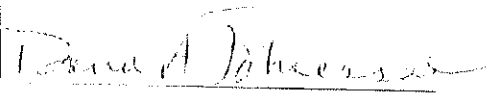
ss:

On **OCTOBER 3, 2024** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **LIBERTY MUTUAL INSURANCE COMPANY** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires _____

DANA A. JOHNESSEE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sep. 20, 2025
Commission # 13516439


DANA A. JOHNESSEE
Notary Public

360212-6-66



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208740-989032

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda L. Williams; Andrea McCarthy; Andrew P. Thome; Ashley Miller; Blake A. Messer; Christina A. Culotta; Dana A. Johnessee; Donna Robson; Michael D. Wiedemeier; Peter J. Mohs

all of the city of Chesterfield state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3RD day of OCTOBER, 2024.



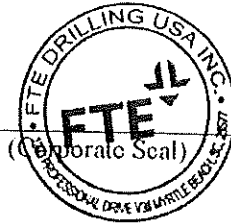
By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 L&C OCIC WAIC Mtd Co 02/21

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Josee Parenteau
Secretary



STATE OF FLORIDA)

SS: COUNTY OF DUVAL)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Josee Parenteau, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the FTE Drilling USA Inc. and that he has been authorized by Yanic Bernier to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the Company.
Sworn and Subscribed to before me this 4 day of October, 2024

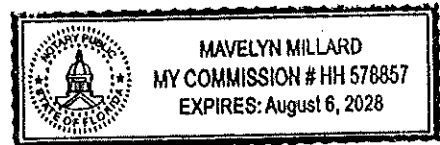
M. Millard
Notary Public

M. Millard
(Printed Name)

(Attach Power of Attorney
to original Bid Bond)

State of Florida at Large (Seal)

My commission expires: 8/6/2028



END OF SECTION

00400-4

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Kyle Fetterly

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

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

By: Kyle Fetterly

Title: Technical Director - Water and Structural

Subscribed and sworn before me this 11 day of October, 2024, by

Kyle Fetterly

, who is personally known to me or has produced

Drivers Licence

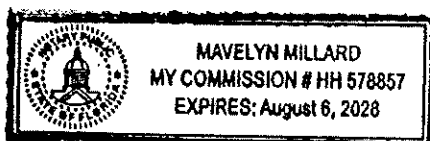
as identification.

My Commission expires: 8/6/2028

(Affix Seal)

Maveyn Millard
Notary Public

Maveyn Millard
Print Name



2. **Certification Regarding Lobbying**

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

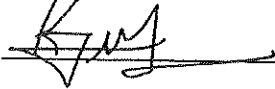
The undersigned (Contractor) certifies, to the best of his or her knowledge and belief that:

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

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

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

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Kyle Fetterly

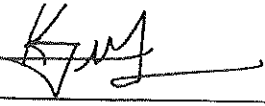
Date: 10-1-2024

3. **Anti-Kickback Affidavit**

State of Florida

County of Duval

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

By: 

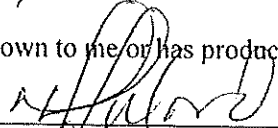
Title: Technical Director - Water and Structural

Subscribed and sworn before me this 11 day of October, 2024, 2021, by
Kyle Fetterly, who is personally known to me or has produced

Drivers Licence as identification.

My Commission expires: 8/6/2028

(Affix Seal)


Notary Public

Mavelyn Millard
Print Name



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

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

This sworn statement is submitted to the City of Neptune Beach

by: Kyle Fetterly - Technical Director Water and Structural

(Print Name and Title)

for: FTE Drilling USA Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business address is:

1293 Professional Drive Unit D Suite 209

Myrtle Beach SC 29067

and (if applicable) its Federal Employer Identification Number (FEIN) is: 38-4130596

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

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

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

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

- a. A predecessor or a successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

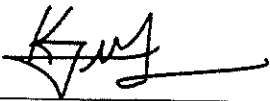
 kef Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent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

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

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

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

STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED
IN THIS FORM.

By: 

Title: Technical Director - Water and Structural

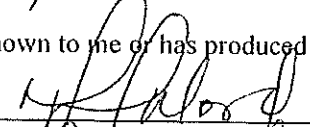
Subscribed and sworn before me this 11 day of October, 2024, 2024, by

Kyle Fetterly, who is personally known to me or has produced

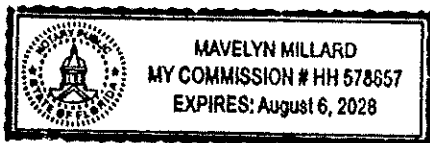
Driver License as identification.

My Commission expires: 8/6/2028

(Affix Seal)


Notary Public

Maveyn Millard
Print Name



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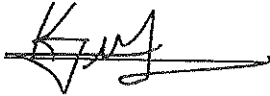
5. Drug-Free Workplace Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
FTE Drilling USA Inc. does:

(Name of Business)

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

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



Proposer's Signature

10-1-2024

Date

END OF SECTION 00420

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

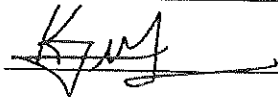
Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit Quantity	Unit Cost	Extended Cost
1. <u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
Total \$ <u>0.00</u>				

Failure to complete the above may result in the Bid being declared non-responsive.

Dated 10-1-2024

Bidder FTE Drilling USA Inc

By 

Kyle Fetterly

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SECTION 00440
BONDING CAPACITY CERTIFICATION LETTER

OWNER:

City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266
904-270-2400

BIDDER:

Firm Name: FTE Drilling USA Inc.
Address: 1293 Professional Dr.
City, State, Zip: Myrtle Beach, SC 29577
Phone: 1-800-565-0531

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Public Supply Well 5
The present limits on bonding for the referenced Bidder are as follows:

\$ 6,000,000.00 CAD each occurrence

\$ 10,000,000.00 CAD aggregate

Percentage of bonding capacity expended with inclusion of this Bid 10 %

Bidder's Bonding Rate 1 %

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

\$ 3,441,187.00 CAD

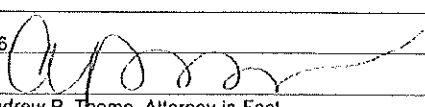
(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.) Issuance and approval of any bond shall be predicated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

A.M. Best Rating: A

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

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

SURETY COMPANY

Surety Company Name: Liberly Mutual Insurance Company
Address: 175 Berkeley Street
City, State, Zip Code: Boston, MA 02116
Authorized Signature: 
Date: October 3, 2024
Andrew P. Thome, Attorney-in-Fact



Seal No. 4854

STATE OF Missouri

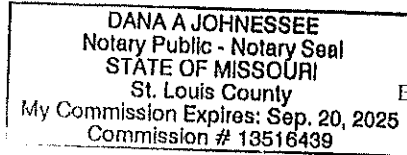
COUNTY OF St. Louis

PERSONALLY APPEARED BEFORE ME, the undersigned authority Andrew P. Thome who after first
being sworn by me, affixed his/her (name of individual signing)
signature in the space provided above on this 3rd day of October, 2024.

My commission expires:

Dana A. Johnessee

NOTARY PUBLIC
Dana A. Johnessee



END OF SECTION 00440

State of Missouri
County of St. Louis

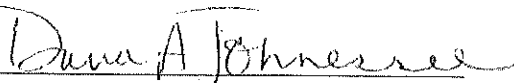
ss:

On **OCTOBER 3, 2024** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **LIBERTY MUTUAL INSURANCE COMPANY** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

DANA A. JOHNESSEE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sep. 20, 2025
Commission # 13516439

My Commission Expires _____



DANA A. JOHNESSEE
Notary Public

360212-6-66



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208740-969032

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda L. Williams; Andrea McCarthy; Andrew P. Thome; Ashley Miller; Blake A. Messer; Christina A. Culotta; Dana A. Johnessee; Donna Robson; Michael D. Wiedemeier; Peter J. Mohs

all of the city of Chesterfield state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1125044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3RD day of OCTOBER, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

FTE DRILLING USA INC.
(a Delaware Corporation)

**UNANIMOUS WRITTEN CONSENT OF THE SOLE DIRECTOR
IN LIEU OF MEETING**

March [8], 2024

The undersigned, being the sole director (the "Director") of FTE Drilling USA Inc., a Delaware corporation (the "Corporation"), does hereby adopt the following resolutions, pursuant to Section 141(f) of the Delaware General Corporation Law, by unanimous written consent without a meeting, with full force and effect as if adopted at a duly constituted meeting:

WHEREAS, the Director deems it desirable and in the best interests of the Corporation to grant signing and authority over certain Corporation matters to Kyle Fetterly (the "Authorized Representative") to (i) enter into and execute with any party, person or relevant authority as may be required, all such contracts and agreements of any nature or type as may be necessary or requisite for the limited purpose of the submission of public and private tender offers in connection with water supply drilling, piling, or geothermal projects on behalf of the Corporation (the "Purpose"); and (ii) act as the Corporation's representative before any local or governmental authorities in connection with the Purpose.

NOW THEREFORE, LET IT BE:

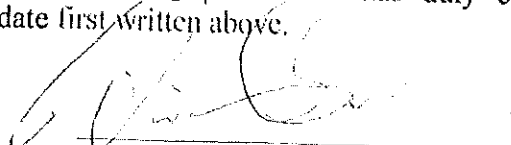
RESOLVED, that the Director is hereby authorized and approved to authorize and empower Kyle Fetterly to make, execute, endorse, and deliver in the name of and on behalf of the Corporation, any and all written instruments, agreements, documents, powers of attorney, contracts, certificates and other instruments of whatever nature entered into by this Corporation in connection with the Purpose;

RESOLVED, that the Authorized Representative be and hereby is authorized to represent the Corporation before any federal, state or local governmental authorities or local statutory bodies, as and when called upon by any such authorities, in connection with the Purpose;

RESOLVED, that all actions taken and documents executed by the officers of the Corporation, or any person or persons designated and authorized to act by any of them, prior to the adoption of these resolutions in connection with the transactions described above, are hereby ratified, confirmed, approved and adopted in all respects; and

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to take all such further action, as any such officer may deem necessary, proper, convenient or desirable in order to carry out each of the foregoing resolution and fully to effectuate the purposes and intents thereof, and that all actions taken by the officers of the Corporation to date, in connection with the foregoing resolution, or otherwise, are hereby in all respects confirmed, ratified and approved.

IN WITNESS WHEREOF, the undersigned director has duly executed this Unanimous Written Consent as of the date first written above.


Yanic Bernier

SECTION 00440

BONDING CAPACITY CERTIFICATION LETTER

OWNER:

City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266
904-270-2400

BIDDER:

Firm Name: FTE Drilling USA inc.
Address: 1293 Professional Dr,
City, State, Zip: Myrtle Beach, SC 29577
Phone: 1-800-565-0531

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Public Supply Well 5

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

\$ 6,000,000.00 CAD each occurrence

\$ 10,000,000.00 CAD aggregate

Percentage of bonding capacity expended with inclusion of this Bid 10 %

Bidder's Bonding Rate 1 %

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

\$ 3,441,187.00 CAD

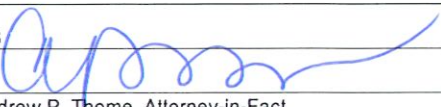
(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.,) Issuance and approval of any bond shall be predicated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

A.M. Best Rating: A

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

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

SURETY COMPANY

Surety Company Name: Liberty Mutual Insurance Company
Address: 175 Berkeley Street
City, State, Zip Code: Boston, MA 02116
Authorized Signature: 
Date: October 3, 2024
Andrew P. Thome, Attorney-in-Fact



Seal No. 4854

STATE OF Missouri

COUNTY OF St. Louis

PERSONALLY APPEARED BEFORE ME, the undersigned authority Andrew P. Thome who after first
being sworn by me, affixed his/her (name of individual signing)
signature in the space provided above on this 3rd day of October, 2024.

My commission expires:

Dana A. Johnessee

NOTARY PUBLIC
Dana A. Johnessee

DANA A. JOHNESSEE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sep. 20, 2025
Commission # 13516439

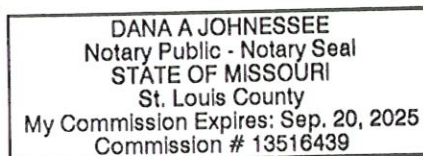
END OF SECTION 00440

State of Missouri
County of St. Louis

SS:

On **OCTOBER 3, 2024** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **LIBERTY MUTUAL INSURANCE COMPANY** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



My Commission Expires _____

A handwritten signature in blue ink that reads "Dana A Johnessee".

DANA A JOHNESSEE
Notary Public

360212-6-66



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208740-969032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda L. Williams; Andrea McCarthy; Andrew P. Thome; Ashley Miller; Blake A. Messer; Christina A. Culotta; Dana A. Johnessee; Donna Robson; Michael D. Wiedemeier; Peter J. Mohs

all of the city of Chesterfield state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3RD day of OCTOBER, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

NO. BDTO-114001-24-009

KNOW ALL MEN BY THESE PRESENTS, that we FTE Drilling USA Inc.

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

**PUBLIC SUPPLY WELL 5
CONB BID NO. 2025-01
CITY OF NEPTUNE BEACH, FLORIDA**

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

Page 178 of 182

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 3rd day of October, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

FTE DRILLING USA INC.

Principal

By

(Seal)



LIBERTY MUTUAL INSURANCE COMPANY

Surety

Andrew P. Thome, Attorney-in-Fact

(Seal)



Countersigned

Dana A. Johnessee, Witness

Seal No. 4854

Local Resident Producing Agent for Marsh & McLennan Agency LLC

WITNESSES:

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

WITNESSES:

Marie-Josée Gervais
Marie-Josée Gervais

PRINCIPAL:

FTE DRILLING USA INC.
Name of Firm
[Signature]
Signature of Authorized (Affix Seal)



President
Title

1293 Professional Dr
Business Address

Myrtle Beach, SC 29577
City, State & Zip

Code

WITNESSES:

Dana A. Johnessee
Dana A. Johnessee, Witness

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

Corporate Surety
Andrew P. Thome, Attorney-in-Fact
Attorney-in-Fact (Affix
175 Berkeley Street
Seal) Business Address
Boston, MA 02116
City, State & Zip Code
Marsh & McLennan Agency LLC
Name of Local Insurance Agency



Seal No. 4854

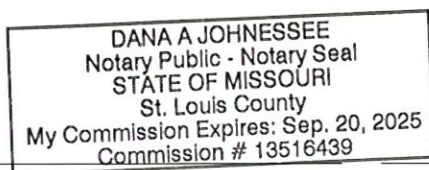
State of Missouri
County of St. Louis

ss:

On **OCTOBER 3, 2024** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **LIBERTY MUTUAL INSURANCE COMPANY** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires _____



A handwritten signature in blue ink that reads "Dana A. Johnessee".

DANA A JOHNESSEE
Notary Public

360212-6-66



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The Ohio Casualty Insurance Company
West American Insurance Company

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The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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Teresa Pastella, Notary Public
Montgomery County
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Commission number 1126044
Member, Pennsylvania Association of Notaries

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3RD day of OCTOBER, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary