



AGENDA
Special, Workshop, and Town Hall City Council Meeting
Tuesday, January 21, 2025, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. CONSIDERATION OF APPROVAL OF CLEANING AND VIDEO INSPECTING VARIOUS STORMWATER PIPES p. 3
3. CONSIDERATION OF REQUEST TO USE SURPLUS SALE FUNDS, FINES AND FORFEITURE FUNDS FOR VEHICLE PURCHASE p. 28
4. RESOLUTION NO. 2025-05, A Resolution of the City of Neptune Beach Appointing Members to the Community Development Board p. 29
5. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. PUBLIC COMMENTS
4. PROPOSED ORDINANCES
 - A. PROPOSED ORDINANCE NO. 2025-01, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7, Beaches And Waterways by Amending Section 7-27, Relating To Sand Removal or Digging on the Beach; and by Amending Section 7-36, by Allowing Beach Fires; Providing Codification, Conflicts, Severability, And Providing An Effective Date. p. 35
5. CONTRACTS / AGREEMENTS / NONE
6. ISSUE DEVELOPMENT
 - A. Budget Summary Report – First Quarter FY2024-2025 p. 42
 - B. Land Development Code Discussion – Boats/RVs p. 63
7. PUBLIC COMMENTS
8. COUNCIL COMMENTS
9. ADJOURN

TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE ABOVE WORKSHOP

1. CALL TO ORDER / ROLL CALL
2. PUBLIC COMMENT – OPEN TOPICS
3. ADJOURN

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

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

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

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

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



**Special Meeting Agenda Item #2
Clean and Video Inspect
Stormwater Pipes**

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

AGENDA ITEM:	Clean and video inspect various stormwater pipes
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	January 14, 2025
BACKGROUND:	CONB owns and operates approximately 10 miles of stormwater pipes and related infrastructure. Data regarding year of construction is unavailable in many cases, but 4,459 feet of pipe constructed in 1980 and prior has been identified for condition assessment. The city's GIS will continue to be updated as missing data is collected. Florida Statute 403.9302 Stormwater Management Projections requires a 20-year needs analysis, amongst other requirements. Following field investigation with staff, Atlantic Pipe Services (APS) provided a proposal of \$41,063.29 to televise and clean as needed the referenced pipe. Data collected will be used to prioritize any needed repairs or rehabilitation. The proposal includes: • Light, medium or heavy cleaning of 4,459 feet of pipe of various diameters • Video inspection of 4,459 feet of pipe • Various charges for maintenance of traffic, easement conditions, and plugging during video inspection Footage and any cleaning required is an estimate based upon field investigation and GIS. As a result, staff is requesting authorization for a change order up to 15% of award. Pricing is based upon a contract awarded to APS by Village Center Community Development District. City Attorney has approved use of this contract.

BUDGET:	As of 1/09/25 there is insufficient budget in Stormwater Repair and Maintenance (441-1441-541-30-46). A budget transfer from Improvements, not Buildings (441-1441-541-60-63) would be required; current budget for that line is \$1,641,485.00. A significant amount of funds in this line will not be utilized in FY25 due to delay of a planned project.
RECOMMENDATION:	Award to Atlantic Pipe Services in the amount of \$41,063.29 with staff authorization for change orders up to 15% of award.
ATTACHMENT:	• List of pipes to be cleaned and video inspected • Proposal from Atlantic Pipe Services • City of Neptune Beach Agreement to Piggyback Services • Exhibit A to the Agreement: Atlantic Pipe Services contract with Village Center Community Development District

Stormwater Pipes - GIS Date 1980 and Prior						
Subdivisions color coded						
Sorted by Year						
Ftr ID	Location	Diameter (in)	Material	Date Lined	Year	GIS Length (ft)
224	5th St crossing north of Oak St - 1	18	RCP		1980	26
309	5th St crossing north of Oak St - 2	24	RCP		1980	44
310	5th St crossing north of Oak St - 3	24	RCP		1980	43
225	5th St north of Oak St - easement to pond	18	RCP		1980	164
188	Bal Harbor - 7th St crossing at Beaches Chapel	18			1973	24
32	Bal Harbor - Beaches Chapel ditch to Davis St ditch	42	RCP		1970	658
464	Halmet Ln E to west side of NBE field	24	RCP		1977	196
462	Hamlet Ct - crossing at Hamlet Ln N	15	RCP		1970	32
541	Hamlet Ct south end crossing	15	RCP		1970	47
542	Hamlet Ct to Hamlet Ln E	18	RCP		1977	260
463	Hamlet Ln east across cul-de-sac	18	RCP		1970	100
461	Hamlet Ln N - crossing at Hamlet Ct	15	RCP		1970	30
460	Hamlet Ln N to Florida Blvd in easement	15	RCP		1970	135
337	Indian Woods - Forest Marsh Dr - crossing at Forest Ave	12	Galv.		1970	42
510	Indian Woods - Forest Marsh Dr east to Hopkins Creek	12	RCP		1980	177
257	Indian Woods - Forest Marsh Dr south of Bucknoll Cove - 1	12	PVC or HDPE		1980	346
258	Indian Woods - Forest Marsh Dr south of Bucknoll Cove - 2	8	PVC or HDPE		1980	14
337	Indian Woods - Forest Marsh crossing at Forest Ave.	12	Galv.		1970	42
258	Indian Woods - Indian Woods Dr crossing at Forest Marsh	12	Galv.		1970	44
254	Indian Woods - crossing Forest Marsh at Bucknoll Cove	12	RCP		1980	23
466	Inlet on Forest to ditch	24	RCP		1977	103
517	Oakhurst Dr to Kings Way through easement	18	RCP		1977	194
73	Oceanwood - crossing Driftwood Rd	24	CIPP-RCP	2008	1965	36
267	Oceanwood - crossing of Oceanwood Dr at Cherry St	16	RCP		1965	123
263	Oceanwood - crossing of Oceanwood Dr N at Penman	12	RCP		1970	64
271	Oceanwood - crossing of Penman	36	RCP		1965	68
272	Oceanwood - Driftwood Rd to Penman Rd	36	RCP		1965	308
268	Oceanwood - Oceanwood Dr north of Cherry St - 1	24	RCP		1965	158
269	Oceanwood - Oceanwood Dr north of Cherry St - 2	18	RCP		1965	34
270	Oceanwood - Oceanwood Dr to Driftwood Rd	24	CIPP-RCP	2008	1965	304
3	Oceanwood - west of Penman to ditch at church - 1	36	RCP		1970	24
509	Oceanwood - west of Penman to ditch at church - 2	36	RCP		1970	25
465	West side of NBE field to Forest Ave.	24	RCP		1977	178
Totals:						4,063



FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

6342

CUSTOMER: City of Neptune Beach Public Works Dept	PHONE: 904 749 0075	DATE: 01/10/2025
STREET: 2010 Forest Avenue	JOB NAME: Neptune Beach Storm	
CITY/STATE/ZIP: Neptune Beach, FL, 32266	JOB LOCATION: Various Locations, Neptune Beach, FL,	
ATTN: Deryle Calhoun Jr.	E-MAIL: dcalhoun@nbfl.us	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Storm Standard Services				
994.00	Light Cleaning, Storm - 0-24 Inch	LF	2.25	2,236.50
1,291.00	Medium Cleaning, Storm - 0-24 Inch	LF	2.93	3,782.63
1,092.00	Heavy Cleaning, Storm - 0-24 Inch	LF	4.88	5,328.96
424.00	Heavy Cleaning, Storm - 30-36 Inch	LF	7.80	3,307.20
658.00	Heavy Cleaning, Storm - 42-48 Inch	LF	12.60	8,290.80
3,377.00	CCTV Storm - 0-30 Inch	LF	2.10	7,091.70
1,082.00	CCTV Storm - 36-60 Inch	LF	2.75	2,975.50
1.00	MOT City or County ROW	DYS	450.00	450.00
700.00	Easement Set Up and Cleaning	LF	0.62	434.00
Seq: Diving/Plugging				
1.00	Plug Rental - 24 Inch	WKS	331.00	331.00
2.00	Plug Rental - 30 Inch	WKS	710.00	1,420.00
1.00	Plug Rental - 42 Inch	WKS	815.00	815.00
1.00	Plug Set in Structure or Outfall - 0-24 Inch	EA	550.00	550.00
3.00	Plug Set in Structure or Outfall - 30-54 Inch	EA	750.00	2,250.00
1.00	Plug Removal in Structure or Outfall - 0-24 Inch	EA	300.00	300.00
3.00	Plug Removal in Structure or Outfall - 30-54 Inch	EA	500.00	1,500.00
TOTAL				41,063.29

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS



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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Work to be performed per terms of Contract #24P-007 between Atlantic Pipe Services and The Villages.

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☒ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☐ Access to secure site for equipment storage
- ☒ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		DATE	1/13/2025
SIGNATURE	Erin Hans		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **ATLANTIC PIPE SERVICES, LLC**, (“Contractor”), concerning that certain contract with **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, (“VCCDD Contract”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, VCCDD awarded a bid solicitation through Request for Proposal # 24P-007 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“VCCDD Contract”), which is attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the VCCDD Contract except as amended herein; and

WHEREAS, the VCCDD Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the VCCDD Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the VCCDD Contract are incorporated by reference herein.

2. Amendments. The VCCDD Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the VCCDD Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the VCCDD Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the VCCDD Contract contained in Exhibit “A” shall be incorporated herein. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the VCCDD, Florida and its staff and addresses, as may be required in the awarded VCCDD Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Public Records Compliance. Contractor agrees that, to the extent that it may “act on behalf” of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any

contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF NEPTUNE BEACH:

By: _____
Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By: _____
City Clerk

ATLANTIC PIPE SERVICES, LLC:

Signature: Allan Cagle

Print Name: Allan Cagle

Print Title: PRESIDENT

Attested By:  - Brandon Dusenbury
(Signature, Printed Name, Title)

Approved as to Legal Form and Content by:



Vose Law Firm, City Attorney

**AGREEMENT FOR SERVICES BETWEEN VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT AND ATLANTIC PIPE SERVICES, LLC
FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS
RFP #24P-007**

THIS AGREEMENT is made effective this 10th day of April 2024 (hereafter referred to as the "Effective Date", by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **ATLANTIC PIPE SERVICES, LLC** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspection, Cleaning & Repair Services, and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspection, Cleaning & Repair Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspection, Cleaning & Repair Services for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. SERVICES BY CONTRACTOR

- 1.1 SUPPLIER, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Storm Pipe Inspection, Cleaning & Repair Services, Request for Proposals (RFP) #24P-007, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.
- 1.3 The SUPPLIER shall promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations.
- 1.5 All SUPPLIER and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 SUPPLIER shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and rights-of-way to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the SUPPLIER.
- 1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER's employees.

- 1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, solely, will be responsible and liable for any violations and or penalties associated with such violation.

2. PAYMENT

- 2.1 In consideration of the services provided by the SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org Payment by the DISTRICT will be made per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. UNUSUAL COSTS

- 3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.
- 3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between DISTRICT and SUPPLIER and which are made part hereof by this reference, consist of the following:

- 4.1 Request for Proposals
- 4.2 Instructions, Terms, and Conditions
- 4.3 Proposal Forms
- 4.4 Wildlife Habitat Management Plan (if applicable)
- 4.5 Proposer's Certification
- 4.6 Insurance Requirements
- 4.7 General Terms and Conditions
- 4.8 Scrutinized Companies
- 4.9 Drug Free Workplace Certificate
- 4.10 Anti-Collusion Statement
- 4.11 Statement of Contractor's Experience, Equipment & Personnel
- 4.12 W-9
- 4.13 E-Verify Contractor/Subcontractor Affidavit

- 4.14 Scope of Work / Specifications
- 4.15 Agreement for Services
- 4.16 Permits / Licenses
- 4.17 All PROPOSAL Addenda Issued Prior to PROPOSAL Opening Date
- 4.18 All Modifications and Change Orders Issued
- 4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be the Effective Date through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement.** Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. No increase shall exceed 5%.

6. INSURANCE

- 6.1 **General Liability.** CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. DISTRICT(s) shall be named as Additional Insured.
- 6.2 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.
- 6.3 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 6.4 **Waiver of Subrogation:** By entering into any contract as a result of this RFP, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- 6.5 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. CONTRACTOR and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.
- 6.6 **Certificate(s) shall be dated and show:**
 - 6.6.1 The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - 6.6.2 Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - 6.6.3 Subrogation of Waiver clause.
 - 6.6.4 The Village Center Community Development District and any other governmental agencies using this Agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - 6.6.5 The CONTRACTOR shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
 - 6.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

7. TERMINATION BY THE DISTRICT

- 7.1 The performance of work under this Contract may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that SUPPLIER

is in default of the terms of this Agreement. Any such termination shall be effected by delivery to SUPPLIER a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

7.2 After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall: Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

7.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.

7.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

7.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts and request the approval or ratification by the DISTRICT to the extent SUPPLIER may require, which approval or ratification shall be final for all purposes of this clause.

7.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

7.3 After receipt of a Notice of Termination, SUPPLIER shall submit to DISTRICT SUPPLIER's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by SUPPLIER to after the receipt of the Notice of Termination and SUPPLIER shall be deemed to waive any right to any further compensation.

7.4 SUPPLIER and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to SUPPLIER by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

7.5 DISTRICT may, for any reason, terminate performance under this Agreement by the SUPPLIER for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by SUPPLIER as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

8. WARRANTY

8.1 The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, Improper or Insufficient maintenance, Improper operation, or normal wear and tear and normal usage.

a. If applicable, all Installed Wallpaper Installation & Removal material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

9. SELF HELP BY DISTRICT

9.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to SUPPLIER, the

reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

- 9.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to SUPPLIER for its obligations herein.
- 9.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the SUPPLIER in default in accordance with applicable provisions of the Agreement.
- 9.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

9.5 SATISFACTORY PERFORMANCE

9.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.

9.5.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

9.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated through the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

10. ASSIGNMENT

- 10.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

11. NOTICE OF SALE OR MERGER

- 11.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

12. BREACH OF CONTRACT

- 12.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

13. OTHER MATTERS

- 13.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- 13.2 SUPPLIER shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Human Resources Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
- 13.3 The obligations of the SUPPLIERS under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 13.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 13.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the District or Circuit Court for Sumter County, Florida, and SUPPLIER does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 13.6 SUPPLIER does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 13.7 SUPPLIER shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further SUPPLIER shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- 13.8 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The SUPPLIER recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 13.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.
- 13.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 13.11 Time is of the essence in the performance of this Contract. The SUPPLIER specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the SUPPLIER.
- 13.12 Award of this project shall impose no obligation on the District to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The District specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the District's best interest.

14. SUPPLIER'S REPRESENTATIONS

- 14.1 SUPPLIER makes the following representations:
- 14.2 SUPPLIER has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 14.3 SUPPLIER declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that SUPPLIER has satisfied itself relative to the work to be performed.
- 14.4 SUPPLIER has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 14.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 14.6 SUPPLIER declares that submission of a bid for the work constitutes an incontrovertible representation that the SUPPLIER has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 14.7 Equal Opportunity: SUPPLIER assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- 14.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a SUPPLIER, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.
- 14.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:
- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org**

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **ATLANTIC PIPE SERVICES, LLC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

ATLANTIC PIPE SERVICES, LLC

By: Kelly Flores

Print Name

Print Title

Date

Attest

By: Allan Cagle

Print Name

Print Title

Date

Attest

REVISED RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs**DIVING, PLUGGING, AND DEWATERING**

ITEM #	ITEM DESCRIPTION	SIZE	UNIT	PRICE
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	\$550.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	\$750.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	\$950.00
4	Plug Rental	15 INCH	WK	\$315.00
5	Plug Rental	18 INCH	WK	\$315.00
6	Plug Rental	24 INCH	WK	\$331.00
7	Plug Rental	30 INCH	WK	\$710.00
8	Plug Rental	36 INCH	WK	\$805.00
9	Plug Rental	42 INCH	WK	\$815.00
10	Plug Rental	48 INCH	WK	\$1,100.00
11	Plug Rental	54 INCH	WK	\$1,150.00
12	Plug Rental	60 INCH	WK	\$2,430.00
13	Plug Rental	66 INCH	WK	\$2,430.00
14	Plug Rental	72 INCH	WK	\$3,500.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	\$300.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	\$500.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	\$700.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	\$185.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	\$160.00
20	Easement Access for Plug Set, Removal	N/A	EA	\$350.00
21	Underwater Dredging for Plug Set	N/A	HR	\$265.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	\$350.00
23	Dewatering	00 - 24 INCH	LF	\$0.80
24	Dewatering	30 - 36 INCH	LF	\$1.20
25	Dewatering	42 - 48 INCH	LF	\$1.80
26	Dewatering	54 - 60 INCH	LF	\$3.60
27	Easement Access for Pump Set Up and Delivery	N/A	EA	\$450.00

STORM CLEANING AND INSPECTION SERVICES

28	Light cleaning, storm	00 - 24 INCH	LF	\$2.25
29	Light cleaning, storm	30 - 36 INCH	LF	\$2.75
30	Light cleaning, storm	42 - 48 INCH	LF	\$3.65
31	Light cleaning, storm	54 - 60 INCH	LF	\$5.00
32	Light cleaning, storm	66 - 72 INCH	LF	\$9.00
33	Medium cleaning, storm	00 - 24 INCH	LF	\$2.93
34	Medium cleaning, storm	30 - 36 INCH	LF	\$4.80
35	Medium cleaning, storm	42 - 48 INCH	LF	\$8.40
36	Medium cleaning, storm	54 - 60 INCH	LF	\$12.30
37	Medium cleaning, storm	66 - 72 INCH	LF	\$16.25
38	Heavy cleaning, storm	00 - 24 INCH	LF	\$4.88
39	Heavy cleaning, storm	30 - 36 INCH	LF	\$7.80
40	Heavy cleaning, storm	42 - 48 INCH	LF	\$12.60
41	Heavy cleaning, storm	54 - 60 INCH	LF	\$16.80
42	Heavy cleaning, storm	66 - 72 INCH	LF	\$33.75
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	\$0.62
44	Structure Cleaning	N/A	EA	\$85.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	\$195.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	\$285.00
47	CCTV Storm	00 - 30 INCH	LF	\$2.10
48	CCTV Storm	36 - 60 INCH	LF	\$2.75

EXHIBIT A

49	CCTV Storm	66 - 72 INCH	LF	\$3.50
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	\$0.30
51	Structure Inspection	N/A	EA	\$65.00
PRESSURE GROUT MAINLINE				
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	\$1,280.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	\$1,980.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	\$2,650.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	\$980.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	\$1,250.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	\$2,200.00
REPAIR BANDS				
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	\$3,200.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	\$3,400.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	\$3,700.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	\$4,200.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	\$4,785.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	\$5,475.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	\$6,150.00
65	Internal Seal - Storm	18 INCH	EA	\$1,800.00
66	Internal Seal - Storm	24 INCH	EA	\$1,800.00
67	Internal Seal - Storm	30 INCH	EA	\$1,925.00
68	Internal Seal - Storm	36 INCH	EA	\$2,100.00
69	Internal Seal - Storm	42 INCH	EA	\$2,250.00
70	Internal Seal - Storm	48 INCH	EA	\$2,325.00
71	Internal Seal - Storm	54 INCH	EA	\$2,410.00
72	Internal Seal - Storm	60 INCH	EA	\$2,600.00
73	Internal Seal - Storm	66 INCH	EA	\$2,900.00
74	Internal Seal - Storm	72 INCH	EA	\$3,200.00
CIPP SECTIONAL LINER				
75	Sectional Liner - Storm	15 INCH	LF	\$1,380.00
76	Sectional Liner - Storm	18 INCH	LF	\$1,480.00
77	Sectional Liner - Storm	24 INCH	LF	\$1,480.00
78	Sectional Liner - Storm	30 INCH	LF	\$1,500.00
79	Sectional Liner - Storm	36 INCH	LF	\$1,900.00
80	Sectional Liner - Storm	42 INCH	LF	\$2,100.00
81	Sectional Liner - Storm	48 INCH	LF	\$2,400.00
CIPP MANHOLE TO MANHOLE LINING				
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	\$100.64
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	\$4.26
84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	\$146.81
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	\$4.55
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	\$205.03
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	\$6.45
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	\$313.85
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	\$7.88
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	\$361.63
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	\$9.14
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	\$471.57
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	\$12.35
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	\$495.30
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	\$18.13
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	\$622.05
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	\$18.38

EXHIBIT A

98	CIPP Manhole to Manhole Lining - Diameter: 28 5mm	60 INCH	LF	\$791.29
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	LF	\$16.32
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	\$888.69
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	\$20.10
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	\$1,044.65
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	\$21.85
CONCRETE SPINCASTING				
104	Concrete Spin cast - Storm	15 INCH	LF	\$90.00
105	Concrete Spin cast - Storm	18 INCH	LF	\$108.00
106	Concrete Spin cast - Storm	24 INCH	LF	\$144.00
107	Concrete Spin cast - Storm	30 INCH	LF	\$180.00
108	Concrete Spin cast - Storm	36 INCH	LF	\$216.00
109	Concrete Spin cast - Storm	42 INCH	LF	\$252.00
110	Concrete Spin cast - Storm	48 INCH	LF	\$288.00
111	Concrete Spin cast - Storm	54 INCH	LF	\$324.00
112	Concrete Spin cast - Storm	60 INCH	LF	\$360.00
113	Concrete Spin cast - Storm	66 INCH	LF	\$396.00
114	Concrete Spin cast - Storm	72 INCH	LF	\$432.00
INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	\$1,500.00
116	Set Up Charge for Soil Stabilization	N/A	EA	\$750.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	\$465.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	\$550.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	\$143.75
MOT/TRAFFIC CONTROL				
120	MOT City or County ROW	N/A	DAY	\$450.00
ADDITIONAL SERVICES				
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	\$1,650.00
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	EA	\$919.00
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	EA	\$1,026.09
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	\$101.12
125	Weekly rental 4" intake hoses (50ft)	4 INCH	EA	\$166.12
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	\$101.93
127	Weekly rental 6" intake hoses (50ft)	6 INCH	EA	\$205.43
128	Weekly rental Basket Screen	4 INCH	EA	\$9.03
129	Weekly rental Basket Screen	6 INCH	EA	\$18.06
130	Weekly rental 90 Degree elbow	4 INCH	EA	\$36.11
131	Weekly rental 90 Degree elbow	6 INCH	EA	\$50.56

NOTE(S):

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Villages Community Development Districts in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Agreement Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

EXHIBIT A

ALLAN CAGLE -
Authorized Agent Name/Title (Print)
PRESIDENT

Allan Cagle
Signature

2/7/24
Date

Name of Proposer's Firm:

ATLANTIC PIPE SERVICES, LLC

This document must be completed and returned with your Submittal

EXHIBIT A



Special Meeting Agenda Item #3 Request for Use of Funds

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Special Meeting Agenda Item #3-Request to Utilize Surplus Sale Funds, Fines and Forfeiture Funds for Vehicle Purchase
SUBMITTED BY:	Michael Key, Chief of Police
DATE:	01/15/24
BACKGROUND:	<u>Request to Utilize Surplus Sale Funds, Fines and Forfeiture Funds for Vehicle Purchase</u> A request to spend up to, but not to exceed, \$26,000 for the purpose of purchasing a Detective vehicle, as a result of an agency vehicle being deemed unfit for service resulting in an unbudgeted immediate need, pursuant to fs 932.7055. This request is to utilize the revenue earned by the sale of the surplus vehicles, with the remaining amount being funded by Fines and Forfeiture account. <u>CONB Definitions:</u> <i>Special Revenue Funds: / Forfeiture Proceeds Fund</i> - This fund accounts for revenue derived from confiscated property and cash. Proceeds are used to augment police activities. <u>Pursuant to s. 932.7055(4)(b), F.S. (1992 Supp.):</u> <i>"These funds may be expended upon request . . . by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the . . . police department by the . . . governing body of the municipality."</i> The Fines & Forfeiture Fund currently has a balance of more than \$40,000(~) A recent auction of surplus vehicles resulted in a net revenue of \$19,959. <u>Certification:</u> I, Michael J. Key Jr., Chief of Police for the Neptune Beach Police Department do hereby request Fines & Forfeiture Funds from the governing body pursuant to s. 932.7055(4)(b), F.S. (1992 Supp.), and that said funds will comply with the requirements of s. 932.7055(4), F.S. (1992 Supp.).[8]
BUDGET:	\$26,000 (Up to, but not to exceed)
RECOMMENDATION:	Approval
ATTACHMENT:	N/A



**Special Meeting Agenda Item #4
Res. No. 2025-05, CDB
Appointments**

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

AGENDA ITEM:	Special Meeting Agenda Item #4 – Resolution No. 2025-05, Appointing Members to the Community Development Board
SUBMITTED BY:	Catherine Ponson, City Clerk
DATE:	January 16, 2025
BACKGROUND:	Section 27-38(m) of the Code of Ordinances states: (m) <i>Alternate members.</i> Three (3) alternate members may be appointed by the mayor, subject to confirmation by resolution of the city council, to serve on the board in the absence of board members. Each alternate member shall be appointed for not more than one-year terms and may be reappointed for a total term limit of three (3) consecutive one-year terms. The terms of alternate members expire on February 6, 2025.
BUDGET:	N/A
RECOMMENDATION:	Consider adoption of Resolution No. 2025-05, appointing Kathy Lahr-David, Coral Messina and Hillary Weatherhead as alternate members to the CDB
ATTACHMENT:	Resolution No. 2025-05 CDB Applications



RESOLUTION NO. 2025-05

A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD (CDB)

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following CDB members:

COMMUNITY DEVELOPMENT BOARD

Member	Type	Term	Begins	Ends
Kathy Lahr-David	Alternate Member	1 st 1-year	02/06/2025	02/06/2026
Coral Messina	Alternate Member	1 st 1-year	02/06/2025	02/06/2026
Hillary Weatherhead	Alternate Member	1 st 1-year	02/06/2025	02/06/2026

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this ____ day of _____, 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Community Development Board

12/2/2021

Neptune Beach, FL

Members,

I would like apply to be a member of the CBD. I have worked with the Vision Plan, and help organize the neighbors and citizens to become involved. I have a good concept of the Vision Plan for our City, and think I would be an asset to the CBD team. I learned a lot from the process, and want to become more involved.

I am a retired Nurse whose specialty was the Operating Room/Surgical Services. I also have 12 years of IT/IS Project Management experience. I have good communication skills and like to have projects and research to work on. I am proficient in MS Office. I quilt for fun and pleasure among other things. I volunteered at the NBCS when it was open for business.

I moved here from Alton, Illinois in 1972, and lived here at beach since that time, with Neptune Beach being my home for the last 28 years. I have seen the changes in the area, and will work to incorporate the character of Neptune Beach into the future. We must remain vigilant as new businesses move into our area and new residents also. I am retired and would be available to join the team at any time.

Please consider me as a candidate for this opening.

Thank you,

Kathy Lahr David

2035 Cherokee Dr

Neptune Beach, FL 32266

Mkld65@gmail.com

904-866-5855



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Kathy Lahr-David		
Address: 2035 Cherokee Dr		
Mobile Phone:	Work Phone:	
Email address: mkld65@gmail.com		
Occupation:	Place of Employment:	
How long have you lived in the City?		
28 years in Neptune Beach		
Education BSN from UNF	Major	Did you graduate?
High School:		Yes
College:	Nursing	Yes
What are your hobbies and interests?		
Quilting,		
Fishing, gardening		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board <u>this one</u>	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I am a retired nurse whose specialty was the Operating Room/Surgical Services. I also have 12 years of		
IT/IS Project Management experience. I have good communications skills and like to have projects and		
research to work on. I am proficient in MS Office.		
Provide a brief explanation of your interest in being appointed to this board.		
I would like to apply to be a member of the CDB. I have worked with the Vision Plan, and help organize the neighbors and citizens		
to become involved. I have a good concept of the Vision Plan for our City, and I think would be an asset to the CDB team. I learned alot.		
from the process , and want to become more involved.		
Are you available one night per month?		
Yes		
Are you a registered voter? Yes		
Signature: Kathy Lahr-David	Date: 12/2/2021	



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Coral K. Messina		
Address: [REDACTED]		
Mobile Phone: [REDACTED]	Work Phone: 904-710-3213	
Email address: [REDACTED]		
Occupation: Prosecutor / Attorney	Place of Employment: State Attorney's Office, 4th Circuit	
How long have you lived in the City?		
Lifelong resident of the Beaches; Neptune Beach homeowner since 2014		
Education	Major	Did you graduate?
High School: Fletcher	n/a	c/o 2001
College: University of Florida	B.S. (Public Relations)	c/o 2005
Graduate: Juris Doctor, c/o 2008		
What are your hobbies and interests?		
Cycling, swimming, boating, travel, spending time with my children		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	Community Development Board
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I am an Assistant State Attorney serving the citizens of Clay, Duval, and Nassau County. I also have experience in civil litigation and criminal defense. I am a Neptune Beach homeowner with two small children who attend Neptune Beach Elementary.		
I am a lifetime member of the Girl Scouts with extensive leadership experience. In 2018 I was honored as a Women of Influence by the Jacksonville Business Journal.		
Provide a brief explanation of your interest in being appointed to this board.		
I am a third generation resident of the beaches with a vested interest in the long-term success of our community. Historically, Duval County development has been ad hoc with insufficient consideration given to long-term planning. Some leaders have undervalued our community which has led to undesirable growth throughout the county. I would like to join the Board to help ensure development adds meaningful value to our community. Aesthetics, economic development, safety, and culture are all important considerations.		
Are you available one night per month?		
Yes		
Are you a registered voter? Yes		
Signature: Coral K. Messina		Date: 6/19/20



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Hillary Weatherhead		
Address: 1145 Hamlet Court		
Mobile Phone: 904.445.0208	Work Phone:	
Email address: hillaryweatherhead@gmail.com		
Occupation:	Place of Employment:	
How long have you lived in the City of Neptune Beach?		
30 years		
Education	Major	Did you graduate?
High School:		yes
College:	project management	yes
What are your hobbies and interests?		
gardening, reading, spending time with family		
Which Board do you desire to serve on? (see back for description)		
x	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
Before becoming a stay at home mother of three, I worked in real estate sales (both for myself and for developers) for over 10 years.		
I have volunteered on HOA boards, and while working for a developer I was responsible for designing neighborhoods and community centers.		
Provide a brief explanation of your interest in being appointed to this board.		
I am particularly interested in serving on the Neptune Beach CDB because I am concerned about our growth and the preservation of our community's character as well as our Comprehensive Plan and the future of Neptune Beach and how our current Comp Plan is interpreted by developers.		
Are you available one night per month?		
yes		
Are you a registered voter? yes		
Signature: Hillary Weatherhead	Date: DEC 4, 2024	



**Workshop Meeting Agenda
Item #4A
Proposed Ordinance No.
2025-01, Beach Digging and
Fires**

Pt. 1-Beach Digging

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

AGENDA ITEM:	Workshop Agenda Item #4A, Proposed Ordinance No. 2025-01
SUBMITTED BY:	Michael Key, Chief of Police
DATE:	01/15/2024
BACKGROUND:	BEACH DIGGING: Our Municipal Ordinances lack specific language regarding digging holes in the sand, the depth of such holes, and a requirement to fill the hole back in afterwards. After a tragic event which buried two children, leaving one dead, last March in Lauderdale by the Sea, this is crucial to address now, prior to an incident occurring locally. Links to Lauderdale by the Sea incident: https://www.nbcmiami.com/news/local/kids-trapped-sand-lauderdale-by-the-sea-beach/3238718/ https://www.facebook.com/share/v/15rh2r45j9/?mibextid=wwXlfr Currently there are two sections within our code regarding digging, however they don't address a depth or a requirement to fill the hole back in. Chapter 7 - Beaches & Waterways, Sec. 7-27. - Removal of sand, shell, etc. (a): <i>"It shall be unlawful for any person to excavate, bulldoze or remove sand, shell, rock or earth from the beaches within the corporate limits of the city, and any of the above conduct shall be unlawful regardless of ownership of the adjacent or abutting property by such person. However, the above provisions shall not apply to incidental and minor use, digging or shoveling by children and other individuals as part of the recreational use of the beaches."</i> Benefit(s): • Prevent life-safety incidents from occurring such as the referenced links. • Presents a hazard for authorized vehicles (police, ocean rescue, & sea turtle patrol) operating on the sand. • Presents a hazard to nesting sea turtles.
BUDGET:	N/A
RECOMMENDATION:	Consider moving Proposed Ordinance No.2025-01 to First Read, created by City Attorney.
ATTACHMENT:	ORDINANCE NO. 2025-01



Pt. 2-Beach Fires

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Workshop Agenda Item #4A, Proposed Ordinance 2025-01
SUBMITTED BY:	Michael Key, Chief of Police
DATE:	01/15/2024
BACKGROUND:	<u>BEACH FIRES</u> <u>Background:</u> Our Municipal Ordinances lack specific content regarding beach fires, leaving potential for an ambiguous interpretation. Within our code, fires are mentioned but no specific language enumerates that a fire on the beach is prohibited. The semi-applicable sections are as follows: • Sec. 7-36. - Use of charcoal: <i>"It shall be unlawful and a municipal offense for any person, at any time while on the ocean beach area, to use charcoal or similar material, for any purpose, punishable as provided in this Code."</i> • Sec. 14-7. - Camping prohibited (a): <i>"(2) Cooking over an open flame or fire out-of-doors except small, self-contained, commercially available heating devices not requiring any special facilities to be safely operated."</i> • Sec. 10-1. - Burning trash or underbrush. <i>"No person shall burn off or set fire to underbrush, trash or rubbish on any property within the city without first obtaining authorization from the fire marshal for such purpose."</i> • Sec. 14-8. - Prohibited activities in parks and recreational facilities owned or controlled by the city. <i>"Start, maintain, allow, or have an open fire in a park or recreational facility. This section does not prohibit fires for the purposes of food cooking in self-contained, commercially available heating devices fueled by gas and/or charcoal."</i> • Sec. 16-43. - Definitions. <i>"Public place means any property owned or controlled by the city, the school board, the state or other government entity to which the general public has access and a right to resort for business, recreation, entertainment, or other lawful purpose."</i> (Note, the above definition is specifically referring to Chapter 16, Article III, Juvenile Curfew. Sec. 14-8 may be the closest applicable ordinance however the beach is not defined as a 'city park')

	<u>Benefit(s):</u> - Regardless of the direction the City Council elects to move, this change will provide more specific direction regarding fires on our beachfront. <u>Recommendation(s):</u> - Specify that a fire is strictly prohibited on the beach, or; - Provide for a mechanism and permit process to legally have a fire on the beach, ensuring that any disturbance to the sand is corrected and all debris is cleaned up prior to departing. In the event fire debris is not properly collected, provide a penalty. Consider the establishment of a timeframe fires are authorized to prevent them from occurring in the middle of the day or conversely in the middle of the night.
BUDGET:	N/A
RECOMMENDATION:	Consider moving Ordinance No. 2025-01 to First Read, created by City Attorney, created by City Attorney
ATTACHMENT:	ORDINANCE NO. 2025-01

SPONSORED BY:

MAYOR CORI BYLUND



ORDINANCE NO. 2025-01

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 7. BEACHES AND WATERWAYS BY AMENDING SECTION 7-27 RELATING TO SAND REMOVAL OR DIGGING ON THE BEACH; AND BY AMENDING SECTION 7-36. BY ALLOWING BEACH FIRES; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 7 of the City of Neptune Beach's Code of Ordinances contains beach regulations within the corporate limits of the City; and

WHEREAS, manmade holes, trenches and depressions in the beach sand, caused by removing sand and digging to certain depths, especially if left uncovered, unattended and unfilled create a public nuisance, a hazard to emergency response vehicles and threatens the health, safety and welfare of threatened and endangered species of animals, as well as the City's citizens and visitors; and

WHEREAS, if unregulated, open recreational fires on the beach and the remnants thereof, especially if left unattended and uncleaned also create a public nuisance and threatens the health, safety and welfare of the threatened and endangered species of animals, as well as the City's citizens and visitors; and

WHEREAS, the City Council of the City of Neptune Beach finds that regulation of beach digging and beach fires is necessary and that these revisions to the City of Neptune Beach's Code will preserve, promote, and protect the health, safety, and welfare of threatened and endangered species of animals, as well as the City's citizens and visitors.

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

SECTION 1. Section 7-27 of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~strikethrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

Sec. 7-27. Removal of sand, shell, etc. Sand removal or digging on the dune or beach.

(a) ~~It shall be unlawful for any person to excavate, bulldoze or remove sand, shell, rock or earth from the beaches within the corporate limits of the city, and any of the above conduct shall be unlawful regardless of ownership of the adjacent or abutting property by such person. However, the above provisions shall not apply to incidental and minor~~

~~use, digging or shoveling by children and other individuals as part of the recreational use of the beaches.~~

It shall be unlawful and prohibited for any person to conduct, or permit to be conducted, any of the following activities upon any dune or beach, within the corporate limits of the City:

- (1) To take remove, mine, or excavate any sand, earth, or soil from any dune or beach, whether submerged or not;
- (2) To dig a hole, trench, depression or otherwise shovel or unearth the sand of a dune or beach, whether submerged or not, deeper than 18 inches; or
- (3) To depart from the area of excavation or digging without having first completely filled such area and rake such area in a way that eliminates any ruts in the sand.

SECTION 2. Section 7-36 of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~striketrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

Sec. 7-36. ~~Use of charcoal.~~ Beach Fires

~~It shall be unlawful and a municipal offense for any person, at any time while on the ocean beach area, to use charcoal or similar material, for any purpose, punishable as provided in this Code.~~

- (1) It shall be unlawful for any person to ignite or maintain, or participate in the maintenance of, a bonfire, campfire, or other activity that results in an open flame on the beach within the corporate limits of the City of Neptune Beach, without a permit as provided herein. No fires will be allowed within 200 feet of a marked turtle nest or within 50 feet of vegetation line or within 100 feet of any habitable structure or constructed beach walkway.
- (2) It shall be unlawful for a person to fail to clean up after the fire has been extinguished. No bonfire, campfire or any other activity that results in an open flame on the beach shall be allowed prior to thirty minutes before dusk. Any evidence of or remnants from fires shall be removed from the beach by 12:00 a.m. Evidence of or remnants from fires shall not be deposited in City owned or maintained beach garbage cans.
- (3) All fires must be in containers approved by the City and only combustible, non-toxic material, free of nails, glass, and other potentially dangerous items may be used in any fire.
- (4) It shall be unlawful and a violation of the ordinance for a person to use a charcoal grill on the beach. Propone gas grills may be permitted for use pursuant to this section if less than 225 square inches in size.
- (5) All persons desiring to obtain a permit for a fire described herein shall first obtain a permit for such burnings from the Fire Marshal, the Chief of Police, the City

Manager or their designee. All applications for fire permits shall set forth in detail the following:

- a. Full name, address telephone number and driver's license number including state of the applicant;
 - b. The date and time the fire is to be set;
 - c. The specific location of the fire;
 - c. The safeguards to be taken to protect the public and other property from injury; and
 - d. Such other information as may be prescribed by the City.
- (6) The fee for the issuance of the fire permit shall be set by resolution of the City Council.
- (7) Permits shall not be issued when the City has good reason to believe that the proposed fire will endanger public health, safety, welfare, or other people or property, or when the Florida Fire Service issues a no burn order.
- (8) Issuance of a permit by the City shall not excuse or relieve the applicant from any liability or responsibility for damages which may result from carelessness or neglect in setting, starting, looking after, or guarding a fire.
- (9) Violation of any provision of this part shall result in a civil citation and a fine of one hundred dollars (\$100.00) may be levied for each violation.

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: (Date _____)

Mayor Cori Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

VOTE RESULTS OF SECOND READING: (Date _____)

Mayor Cori Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Cori Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

**City of Neptune Beach, FL
Budget Summary Report
(Unaudited)**

**For the First Quarter of FY 2024-25
Ending December 31st, 2024**

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Executive Summary

This unaudited report provides a budget to actual comparison of the financial results for the first quarter (three-month period) of Fiscal Year 2024-25, ending December 31, 2024. The report provides the City Council with updates on the financial status of the City's funds by comparing budget projections for revenues and expenditures to actual receipts and expenditures.

Section 2-173 of the City Code of Ordinance requires the Chief Financial Officer to prepare and present to the Mayor and the City Council a report showing the financial condition of the City. This update financial report has been completed based on recorded revenues and expenditures through September 30, 2024, for all city funds.

Governmental Funds

Governmental funds are used to account for all financial resources not accounted for and reported in another fund. Governmental funds focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. The City maintains thirteen individual governmental funds. Information is presented separately in the statement of revenues, expenditures, and changes in fund balances for the general fund and other governmental funds.

- General Fund actual revenues and expenditures through December 31st, 2024
- Special Revenue Funds revenues and expenditures through December 31st, 2024
- Enterprise Funds revenues and expenses through December 31st, 2024

General Fund

- As of December 31st, 2024, the General Fund reflects revenues collected of \$3,960,838 or 37.81% of revenues projected for FY 2024-25. Interfund transfers and appropriated fund balance are not reflected on this report as part of revenue collected.
- General Fund expenditures as of December 31st, 2024, are \$2,554,311. This amount represents 37.81% of the total budgeted expenditure amount of \$10,476,562.
- As of December 31st, 2024, the total inflows are greater than outflows by \$1,406,527 or 35.51%.

Major General Fund Revenue Categories

The General Fund major revenue categories for FY 2024-25 are summarized in Exhibit 1.

The primary source of revenue for the City of Neptune Beach is the Ad Valorem (property) taxes, which comprises 44.98% of total budgeted revenues for the General Fund in FY 2024-25. About 75% to 85% of property taxes are received in

the first quarter (between October and December) of the fiscal year. The City collected \$3,534,923 or 75% of the forecasted revenue of \$4,713,177 for FY2024-25. The City continues to realize stable property tax-related revenue growth due to the increase in property value in the last few years. Although ad valorem tax has been at the same rate of 3.3656 per \$1,000 of property value for the last ten years (since 2013), the FY 2024-25 budget includes an increase of 13.40% in the ad valorem revenue driven by the increase in property taxes values.

Sales taxes, which includes Local Half Cent Sales Tax and 11 Cent Cig. Tax represents the second largest revenue source category for the City's General Fund. These taxes are remitted to the City from the State on an on-going basis, approximately two months in arrears. The City received revenues in the amount of \$96,790 (one month) or about 8% of the forecasted revenues for FY 2024-25.

The third major category of revenues for the General Fund is Franchise Fees. The City budgeted Franchise Fees in the amount of \$784,300 or 7.48% of the total budgeted revenue. As of December 31st, 2024, the city collected \$139,644. This amount is 17.80% of the budgeted amount.

Budgeted transfer-In from other funds to the General Fund FY 2024-25 of \$635,000 and \$1,704,703. Are not included in the total received revenue amounts.

Special Revenue Funds (Non-Major Governmental Funds)

The Special Revenue Funds accounts for the proceeds of a specific revenue source that are restricted or committed to expenditure for a specific purpose. FY2024-25 revenues as of December 31, 2024, were \$113,540, or 8.00% of the annual budget.

Proprietary or Enterprise Funds (Business Type of Activities)

The City maintains four proprietary or enterprise funds. Enterprise funds are used to report the same function presented as business-type of activities. The Enterprise Fund group consists of the City's Water & Sewer Fund, Sanitation Fund, Stormwaters Fund, and Paid Parking Fund. Proprietary fund balance includes cash, reserves, fixed assets, and related long-term debt. The fund balances as of December 31st, 2023, for the Enterprise Funds are:

- Water & Sewer Fund was \$13,960,479.
- Sanitation Fund was -\$170,862.
- Stormwaters Fund was \$4,228,185.
- Paid Parking was \$664,429.

Revenues & Expenses Summary
Proprietary Funds
As of December 31, 2024

	Water & Sewer	Sanitation	Stormwater	Paid Parking	Total
Operating Revenues					
Charges for Services	\$ 1,160,503	\$ 629,193	\$ 309,163	\$ 187,295	\$ 2,286,154
Operating Expenses	618,663	551,921	142,636	85,551	1,398,771
Operating Income	541,840	77,272	166,527	101,744	887,383
CIP	139,771	-	-	-	139,771
Income Before Transfers	\$ 402,069.00	\$ 77,272.00	\$ 166,527.00	\$ 101,744.00	\$ 747,612.00

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the City (e.g. pension beneficiaries). The Police Pension Fund is the only Fiduciary Fund and it is not reflected on the financial statements because the resources of the pension fund are not available to support City's own programs.

Debt Service (15 yrs. Sewer Line Loan)

We are servicing one loan that was used for the repair/construction of sewer lines (fund 401). As of December 31st, 2024, the loan's balance is \$1,250,000. Our next interest payment is due on April 1st, 2025, in the amount of \$20,937 and a principal plus interest payment of \$341,875 is due October 1st, 2025. This debt is scheduled to be paid off October 1st, 2028.

Cash Deposits and Investments

Cash and Cash Equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash an original maturity of three month or less.

As of December 31st, 2023, the cash deposits and investments included the following:

Investment Controlled by the City:	
SBA Investment Pool	\$ 20,145
Certificate of Deposit	<u>120,986</u>
Total Investment Controlled by the City	<u>141,131</u>
Cash:	
Cash in Bank (CIB)	15,360,384
CIB Restricted (Estimated)	623,825
Cash on Hand	<u>2,500</u>
Total Cash	<u>15,986,709</u>
Total Cash and Investments	<u>\$ 16,127,840</u>

All City's deposits are insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized in accordance with the *Florida Security for Public Deposit Act*.

The City has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415(17) of the Florida Statutes. The City may invest any surplus public funds in the following manner:

- Florida PRIME - operated by the State Board of Administration Local Government Surplus Trust Funds (SBA Investment Pool),
- Any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act.
- The Security and Exchange Commission (SEC) registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

SBA = State Board of Administration Local Government Surplus Trust Funds

ATTACHMENTS

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
GENERAL FUND					
Revenues					
Ad Valorem Tax	\$ 4,713,177	\$ 3,534,923	\$ 1,178,254	75.00%	25.00%
Sales Taxes	1,210,450	96,790	1,113,660	8.00%	92.00%
Franchise Fees	784,300	139,644	644,656	17.80%	82.20%
Intergovernmental Revenue	374,700	-	374,700	0.00%	100.00%
Building Permits and Fees	373,800	97,347	276,453	26.04%	73.96%
Others	144,275	13,571	130,704	9.41%	90.59%
Miscellaneous	225,000	71,967	153,033	31.99%	68.01%
Interest	230,000	-	230,000	0.00%	100.00%
Rentals	81,157	6,596	74,561	8.13%	91.87%
Interfund Transfer-In	635,000	-	635,000	0.00%	100.00%
Appropriated Fund Balance	1,704,703	-	1,704,703	0.00%	100.00%
Total General Fund Revenues	\$ 10,476,562	\$ 3,960,838	\$ 6,515,724	37.81%	62.19%
Expenditures					
Mayor & City Council	\$ 11,787	\$ 2,670	9,117	22.65%	77.35%
City Manager	116,678	23,671	93,007	20.29%	79.71%
Finance	256,035	61,434	194,601	23.99%	76.01%
Legal	37,188	13,492	23,696	36.28%	63.72%
Community Development	710,519	144,890	565,629	20.39%	79.61%
Non-Departmental	139,894	28,714	111,180	20.53%	79.47%
City Clerk	59,035	14,316	44,719	24.25%	75.75%
Public Safety-Police Department	5,678,980	1,400,358	4,278,622	24.66%	75.34%
Animal Control	102,049	28,284	73,765	27.72%	72.28%
Public Works	2,446,730	695,544	1,751,186	28.43%	71.57%
Parks & Sustainability	589,831	116,725	473,106	19.79%	80.21%
Ocean Rescue	327,836	24,161	303,675	7.37%	92.63%
Total Expenditures	\$ 10,476,562	\$ 2,554,260	\$ 7,922,302	24.38%	75.62%
General Fund Surplus/Deficit	\$ -	\$ 1,406,578	\$ (1,406,578)	13.43%	86.57%

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
ENTERPRISE FUNDS					
Water & Sewer Fund					
Revenues					
Water Tap	\$ 16,500	\$ 1,892	\$ 14,608	11.47%	88.53%
Water Base Charge	750,000	182,859	567,141	24.38%	75.62%
Water Volume Charge	980,000	222,543	757,457	22.71%	77.29%
Sewer Taps	19,685	4,301	15,384	21.85%	0.00%
Sewer Base Charge	1,185,000	272,968	912,032	23.04%	76.96%
Sewer Volume Charge	1,873,400	454,449	1,418,951	24.26%	75.74%
Set-Up Fees	8,400	1,134	7,266	13.50%	86.50%
Reconnect Fees	4,000	575	3,425	14.38%	85.63%
Delinquent Fees	55,000	19,152	35,848	34.82%	65.18%
Bad Debt Recovery	1,900	630	1,270	33.16%	66.84%
Interest on Investments	2,500	-	2,500	0.00%	100.00%
Credit Card Fees	16,000	-	16,000	0.00%	100.00%
ARPA Funds	3,100,000	-	3,100,000	0.00%	100.00%
Appropriated Fund Balance	1,819,130	-	1,819,130	0.00%	100.00%
W&S Total Revenue	\$ 9,831,515	\$ 1,160,503	\$ 8,671,012	11.80%	88.20%
W&S Administration	536,502	5,709	530,793	1.06%	98.94%
Sewer-Operations	2,531,959	405,122	2,126,837	16.00%	84.00%
Sewer CIP	2,984,112	103,883	2,880,229	3.48%	96.52%
Sewer-Debt Service	340,586	-	340,586	0.00%	100.00%
Water-Operations	1,613,308	207,832	1,405,476	12.88%	87.12%
Water-CIP	1,804,388	35,888	1,768,500	1.99%	98.01%
W&S Total Expenses	\$ 9,810,855	\$ 758,434	\$ 9,052,421	7.73%	92.27%
Net Income/Loss	\$ 20,660	\$ 402,069	\$ (381,410)	1946.16%	-1846.16%
STORMWATERS					
Revenues					
Stormwater Utility Fees	\$ 1,275,000	\$ 309,163	\$ 965,837	24.25%	75.75%
Transfer from Fund 107	757,015	-	757,015	0.00%	100.00%
Appropriated Fund Balance	667,253	-	667,253	0.00%	100.00%
Total Revenues	\$ 2,699,268	\$ 309,163	\$ 2,390,105	11.45%	88.55%
Expenses					
Operations	\$ 1,054,239	\$ 142,636	\$ 911,603	13.53%	86.47%
CIP	1,640,015	-	1,640,015	0.00%	100.00%
Total Expenses	2,694,254	142,636	2,551,618	5.29%	94.71%
Net Income/Loss	\$ 5,014	\$ 166,527	\$ (161,513)	6.18%	87.68%

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
ENTERPRISE FUNDS-CONTINUATION					
SANITATION					
Revenues					
Garbage Pickup	\$ 2,437,380	\$ 618,683	\$ 1,818,697	25.38%	74.62%
Recycling Fees	-	200	(200)		
Tipping Fees	30,000	10,310	19,690	34.37%	65.63%
Total Revenues	\$ 2,467,380	\$ 629,193	\$ 1,838,187	25.50%	74.50%
Expenses					
Operations	\$ 1,970,960	\$ 551,859	\$ 1,419,101	28.00%	72.00%
Transfer Out	-	-	-	#DIV/0!	#DIV/0!
Total Expenses	1,970,960	551,859	1,419,101	28.00%	72.00%
Net Income/Loss	\$ 496,420	\$ 77,334	\$ 419,086	3.92%	
MOBILITY					
Revenues					
EV Charging Fees	\$ 8,000	\$ -	\$ 8,000	0.00%	100.00%
Parking Fees	970,000	178,772	791,228	18.43%	81.57%
Parking Citations	10,000	554	9,446	5.54%	94.46%
Interest Income	-	7,969	(7,969)	0.00%	0.00%
Total Revenues	\$ 988,000	\$ 187,295	\$ 800,705	18.96%	81.04%
Expenses					
Operations	\$ 426,980	\$ 85,551	\$ 341,429	20.04%	79.96%
Transfer Out	285,000	-	285,000	0.00%	100.00%
	\$ 711,980	\$ 85,551	\$ 626,429	12.02%	87.98%
Capital Outlay					
Machinery & Equipment	\$ 7,000	\$ -	\$ 7,000	0.00%	100.00%
	\$ 7,000	\$ -	\$ 7,000	0.00%	100.00%
Total Expenses	718,980	85,551	633,429	11.90%	88.10%
Net Income/Loss	\$ 269,020	\$ 101,744	\$ 167,276	14.15%	62.18%

	Current Budget		YTD Activity		Variance (=/-)	Percent Received	Percent Remaining	
INTERNAL SERVICE FUNDS								
Internal Service Funds								
Information Technologies								
Revenues								
Service Charges	\$	597,762	\$	124,126	\$	473,636	20.77%	79.23%
Total Revenues	\$	597,762	\$	124,126	\$	473,636	20.77%	79.23%
Expenses								
Operations	\$	477,762	\$	124,126	\$	353,636	25.98%	74.02%
		477,762		124,126		353,636	25.98%	74.02%
Capital Outlay								
Equipment	\$	120,000	\$	-	\$	120,000	0.00%	100.00%
	\$	120,000	\$	-	\$	120,000	0.00%	100.00%
Total Expenses		597,762		124,126		473,636	20.77%	79.23%
Net Income/Loss	\$	-	\$	-	\$	-	0.00%	

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
SPECIAL REVENUE FUNDS					
101-Police Education Fund					
Revenues					
Court Fines	2,800	2,577	223	92.03%	
Donations	-	-	-	0.00%	
Total Revenues	\$ 2,800	\$ 2,577	\$ 223	92.03%	
Educational Courses	2,800	-	2,800	0.00%	
Total Expenses	2,800	-	2,800		
Surplus/Deficit	\$ -	\$ 2,577	\$ (2,577)	92.03%	
103-CDBG Fund					
Revenues					
Grant	48,000	1,022	46,978	2.13%	
Charge for Services-Class	20,000	1,120	18,880	5.60%	
Travel Fees	20,000	7,297	12,703	36.48%	
Donations	84,000	5,157	78,843	6.14%	
Appropriated Fund Balance	51,051	51,051	-	100.00%	
Total Revenues	\$ 223,051	\$ 65,647	\$ 157,404	29.43%	
Operations	223,051	32,205	190,846	14.44%	
Total Expenses	223,051	32,205	190,846	14.44%	
Improvements					
Surplus/Deficit	\$ -	\$ 33,442	\$ (33,442)	14.99%	
105-Convention Development Tax					
Revenues					
Local Option Tourist Tax	15,000	-	15,000	0.00%	
Total Revenues	\$ 15,000	\$ -	\$ 15,000	0.00%	
Operations-Other Contractual Svcs	15,000	46	14,954	0.31%	
Total Expenses	15,000	46	14,954		
Surplus/Deficit	\$ -	\$ (46)	\$ 46	-0.31%	
106-Fines & Forfeiture					
Revenues					
Confiscated Property	1,198	414	784	34.56%	
Total Revenues	\$ 1,198	\$ 414	\$ 784	34.56%	
Operations	1,198	-	1,198	0.00%	
Total Expenses	1,198	-	1,198		
Surplus/Deficit	\$ -	\$ 414	\$ (414)	34.56%	
SPECIAL REVENUE FUND-CONTINUATION					

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
107-Local Option Gas Tax					
Revenues					
Gas Tax	400,000	34,344	365,656	8.59%	23.81%
Total Revenues	\$ 400,000	\$ 34,344	\$ 365,656	8.59%	23.81%
Other Operating Expenses	-	11,982	(11,982)	0.00%	-20.02%
Transfer to Other Funds	400,000	-	400,000	0.00%	0.00%
					42.85%
Total Expenses	400,000	11,982	400,000	0.00%	
Surplus/Deficit	\$ -	\$ 22,362	\$ (34,344)	5.59%	#DIV/0!
108-Radio Communication Trust Fund					
Revenues					
Communication	13,000	1,305	11,695	10.04%	0.00%
Total Revenues	\$ 13,000	\$ 1,305	\$ 11,695	10.04%	0.00%
Operating Supplies	13,000	-	13,000	0.00%	0.00%
Total Expenses	13,000	-	13,000		0.00%
Surplus/Deficit	\$ -	\$ 1,305	\$ (1,305)	10.04%	0.00%
109-Better Jax 1/2 Cent Tax					
Revenues					
Better Jax Tax	650,000	-	650,000	0.00%	
Total Revenues	\$ 650,000	\$ -	\$ 650,000	0.00%	
Transfer to Other Funds	350,000	-	350,000	0.00%	
Transfer Out-Capital Improvement	300,000				
Total Expenses	\$ 650,000	\$ -	\$ 350,000	0%	
Surplus/Deficit	\$ -	\$ -	\$ 300,000	0.00%	
SPECIAL REVENUE FUND-CONTINUATION					
110-Holiday & Special Events Fund					
Revenues					
Donations	8,000	8,000	-	100.00%	
Movie with the Mayor	2,500	-	2,500	0.00%	
Shared Expenses	-	-	-	0.00%	
Total Revenues	\$ 10,500	\$ 8,000	\$ 2,500	76.19%	0.00%
Expenses					
Promotional Activities	5,000	6,001	(1,001)	120.02%	0.00%
Movie with the Major Expenses	5,500	-	5,500	0.00%	0.00%
Total Expenses	10,500	6,001	4,499	57.15%	0.00%
Surplus/Deficit	\$ -	\$ 1,999	\$ (1,999)	19.04%	0.00%

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
111-Street Improvement Fund (302)					
Revenues					
8th Cent Gas Tax	85,000	31,890	53,110	0.00%	0.00%
Total Revenues	\$ 85,000	\$ 31,890	\$ 53,110	0.00%	0.00%
Expenses					
Repair & Maintenance	-	6,210	(6,210)	0.00%	0.00%
Town Center Expenses	-	-	-	0.00%	0.00%
Total Expenses	-	6,210	(6,210)	0.00%	0.00%
Surplus/Deficit	\$ 85,000	\$ 25,680	\$ 59,320	0.00%	0.00%

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
GENERAL FUND					
Revenues					
Ad Valorem Tax	\$ 4,713,177	\$ 3,534,923	\$ 1,178,254	75.00%	25.00%
Sales Taxes	1,210,450	96,790	1,113,660	8.00%	92.00%
Franchise Fees	784,300	139,644	644,656	17.80%	82.20%
Intergovernmental Revenue	374,700	-	374,700	0.00%	100.00%
Building Permits and Fees	373,800	97,347	276,453	26.04%	73.96%
Others	144,275	13,571	130,704	9.41%	90.59%
Miscellaneous	225,000	71,967	153,033	31.99%	68.01%
Interest	230,000	-	230,000	0.00%	100.00%
Rentals	81,157	6,596	74,561	8.13%	91.87%
Interfund Transfer-In	635,000	-	635,000	0.00%	100.00%
Appropriated Fund Balance	1,704,703	-	1,704,703	0.00%	100.00%
Total General Fund Revenues	\$ 10,476,562	\$ 3,960,838	\$ 6,515,724	37.81%	62.19%
Expenditures					
Mayor & City Council	\$ 11,787	\$ 2,670	9,117	22.65%	77.35%
City Manager	116,678	23,671	93,007	20.29%	79.71%
Finance	256,035	61,434	194,601	23.99%	76.01%
Legal	37,188	13,492	23,696	36.28%	63.72%
Community Development	710,519	144,890	565,629	20.39%	79.61%
Non-Departmental	139,894	28,714	111,180	20.53%	79.47%
City Clerk	59,035	14,316	44,719	24.25%	75.75%
Public Safety-Police Department	5,678,980	1,400,358	4,278,622	24.66%	75.34%
Animal Control	102,049	28,284	73,765	27.72%	72.28%
Public Works	2,446,730	695,544	1,751,186	28.43%	71.57%
Parks & Sustainability	589,831	116,725	473,106	19.79%	80.21%
Ocean Rescue	327,836	24,161	303,675	7.37%	92.63%
Total Expenditures	\$ 10,476,562	\$ 2,554,260	\$ 7,922,302	24.38%	75.62%
General Fund Surplus/Deficit	\$ -	\$ 1,406,578	\$ (1,406,578)	13.43%	86.57%

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
ENTERPRISE FUNDS					
Water & Sewer Fund					
Revenues					
Water Tap	\$ 16,500	\$ 1,892	\$ 14,608	11.47%	88.53%
Water Base Charge	750,000	182,859	567,141	24.38%	75.62%
Water Volume Charge	980,000	222,543	757,457	22.71%	77.29%
Sewer Taps	19,685	4,301	15,384	21.85%	0.00%
Sewer Base Charge	1,185,000	272,968	912,032	23.04%	76.96%
Sewer Volume Charge	1,873,400	454,449	1,418,951	24.26%	75.74%
Set-Up Fees	8,400	1,134	7,266	13.50%	86.50%
Reconnect Fees	4,000	575	3,425	14.38%	85.63%
Delinquent Fees	55,000	19,152	35,848	34.82%	65.18%
Bad Debt Recovery	1,900	630	1,270	33.16%	66.84%
Interest on Investments	2,500	-	2,500	0.00%	100.00%
Credit Card Fees	16,000	-	16,000	0.00%	100.00%
ARPA Funds	3,100,000	-	3,100,000	0.00%	100.00%
Appropriated Fund Balance	1,819,130	-	1,819,130	0.00%	100.00%
W&S Total Revenue	\$ 9,831,515	\$ 1,160,503	\$ 8,671,012	11.80%	88.20%
W&S Administration	536,502	5,709	530,793	1.06%	98.94%
Sewer-Operations	2,531,959	405,122	2,126,837	16.00%	84.00%
Sewer CIP	2,984,112	103,883	2,880,229	3.48%	96.52%
Sewer-Debt Service	340,586	-	340,586	0.00%	100.00%
Water-Operations	1,613,308	207,832	1,405,476	12.88%	87.12%
Water-CIP	1,804,388	35,888	1,768,500	1.99%	98.01%
W&S Total Expenses	\$ 9,810,855	\$ 758,434	\$ 9,052,421	7.73%	92.27%
Net Income/Loss	\$ 20,660	\$ 402,069	\$ (381,410)	1946.16%	-1846.16%
STORMWATERS					
Revenues					
Stormwater Utility Fees	\$ 1,275,000	\$ 309,163	\$ 965,837	24.25%	75.75%
Transfer from Fund 107	757,015	-	757,015	0.00%	100.00%
Appropriated Fund Balance	667,253	-	667,253	0.00%	100.00%
Total Revenues	\$ 2,699,268	\$ 309,163	\$ 2,390,105	11.45%	88.55%
Expenses					
Operations	\$ 1,054,239	\$ 142,636	\$ 911,603	13.53%	86.47%
CIP	1,640,015	-	1,640,015	0.00%	100.00%
Total Expenses	2,694,254	142,636	2,551,618	5.29%	94.71%
Net Income/Loss	\$ 5,014	\$ 166,527	\$ (161,513)	6.18%	87.68%

	Current Budget	YTD Activity	Variance {=/-}	Percent Received	Percent Remaining
ENTERPRISE FUNDS-CONTINUATION					
SANITATION					
Revenues					
Garbage Pickup	\$ 2,437,380	\$ 618,683	\$ 1,818,697	25.38%	74.62%
Recycling Fees	-	200	(200)		
Tipping Fees	30,000	10,310	19,690	34.37%	65.63%
Total Revenues	\$ 2,467,380	\$ 629,193	\$ 1,838,187	25.50%	74.50%
Expenses					
Operations	\$ 1,970,960	\$ 551,859	\$ 1,419,101	28.00%	72.00%
Transfer Out	-	-	-	#DIV/0!	#DIV/0!
Total Expenses	1,970,960	551,859	1,419,101	28.00%	72.00%
Net Income/Loss	\$ 496,420	\$ 77,334	\$ 419,086	3.92%	
MOBILITY					
Revenues					
EV Charging Fees	\$ 8,000	\$ -	\$ 8,000	0.00%	100.00%
Parking Fees	970,000	178,772	791,228	18.43%	81.57%
Parking Citations	10,000	554	9,446	5.54%	94.46%
Interest Income	-	7,969	(7,969)	0.00%	0.00%
Total Revenues	\$ 988,000	\$ 187,295	\$ 800,705	18.96%	81.04%
Expenses					
Operations	\$ 426,980	\$ 85,551	\$ 341,429	20.04%	79.96%
Transfer Out	285,000	-	285,000	0.00%	100.00%
	\$ 711,980	\$ 85,551	\$ 626,429	12.02%	87.98%
Capital Outlay					
Machinery & Equipment	\$ 7,000	\$ -	\$ 7,000	0.00%	100.00%
	\$ 7,000	\$ -	\$ 7,000	0.00%	100.00%
Total Expenses	718,980	85,551	633,429	11.90%	88.10%
Net Income/Loss	\$ 269,020	\$ 101,744	\$ 167,276	14.15%	62.18%

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
INTERNAL SERVICE FUNDS					
Internal Service Funds					
Information Technologies					
Revenues					
Service Charges	\$ 597,762	\$ 124,126	\$ 473,636	20.77%	79.23%
Total Revenues	\$ 597,762	\$ 124,126	\$ 473,636	20.77%	79.23%
Expenses					
Operations	\$ 477,762	\$ 124,126	\$ 353,636	25.98%	74.02%
	477,762	124,126	353,636	25.98%	74.02%
Capital Outlay					
Equipment	\$ 120,000	\$ -	\$ 120,000	0.00%	100.00%
	\$ 120,000	\$ -	\$ 120,000	0.00%	100.00%
Total Expenses	597,762	124,126	473,636	20.77%	79.23%
Net Income/Loss	\$ -	\$ -	\$ -	0.00%	

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
SPECIAL REVENUE FUNDS					
101-Police Education Fund					
Revenues					
Court Fines	2,800	2,577	223	92.03%	
Donations	-	-	-	0.00%	
Total Revenues	\$ 2,800	\$ 2,577	\$ 223	92.03%	
Educational Courses	2,800	-	2,800	0.00%	
Total Expenses	2,800	-	2,800		
Surplus/Deficit	\$ -	\$ 2,577	\$ (2,577)	92.03%	
103-CDBG Fund					
Revenues					
Grant	48,000	1,022	46,978	2.13%	
Charge for Services-Class	20,000	1,120	18,880	5.60%	
Travel Fees	20,000	7,297	12,703	36.48%	
Donations	84,000	5,157	78,843	6.14%	
Appropriated Fund Balance	51,051	51,051	-	100.00%	
Total Revenues	\$ 223,051	\$ 65,647	\$ 157,404	29.43%	
Operations	223,051	32,205	190,846	14.44%	
Total Expenses	223,051	32,205	190,846	14.44%	
Improvements					
Surplus/Deficit	\$ -	\$ 33,442	\$ (33,442)	14.99%	
105-Convention Development Tax					
Revenues					
Local Option Tourist Tax	15,000	-	15,000	0.00%	
Total Revenues	\$ 15,000	\$ -	\$ 15,000	0.00%	
Operations-Other Contractual Svcs	15,000	46	14,954	0.31%	
Total Expenses	15,000	46	14,954		
Surplus/Deficit	\$ -	\$ (46)	\$ 46	-0.31%	
106-Fines & Forfeiture					
Revenues					
Confiscated Property	1,198	414	784	34.56%	
Total Revenues	\$ 1,198	\$ 414	\$ 784	34.56%	
Operations	1,198	-	1,198	0.00%	
Total Expenses	1,198	-	1,198		
Surplus/Deficit	\$ -	\$ 414	\$ (414)	34.56%	
SPECIAL REVENUE FUND-CONTINUATION					

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
107-Local Option Gas Tax					
Revenues					
Gas Tax	400,000	34,344	365,656	8.59%	23.81%
Total Revenues	\$ 400,000	\$ 34,344	\$ 365,656	8.59%	23.81%
Other Operating Expenses	-	11,982	(11,982)	0.00%	-20.02%
Transfer to Other Funds	400,000	-	400,000	0.00%	0.00%
					42.85%
Total Expenses	400,000	11,982	400,000	0.00%	
Surplus/Deficit	\$ -	\$ 22,362	\$ (34,344)	5.59%	#DIV/0!
108-Radio Communication Trust Fund					
Revenues					
Communication	13,000	1,305	11,695	10.04%	0.00%
Total Revenues	\$ 13,000	\$ 1,305	\$ 11,695	10.04%	0.00%
Operating Supplies	13,000	-	13,000	0.00%	0.00%
Total Expenses	13,000	-	13,000		0.00%
Surplus/Deficit	\$ -	\$ 1,305	\$ (1,305)	10.04%	0.00%
109-Better Jax 1/2 Cent Tax					
Revenues					
Better Jax Tax	650,000	-	650,000	0.00%	
Total Revenues	\$ 650,000	\$ -	\$ 650,000	0.00%	
Transfer to Other Funds	350,000	-	350,000	0.00%	
Transfer Out-Capital Improvement	300,000				
Total Expenses	\$ 650,000	\$ -	\$ 350,000	0%	
Surplus/Deficit	\$ -	\$ -	\$ 300,000	0.00%	
SPECIAL REVENUE FUND-CONTINUATION					
110-Holiday & Special Events Fund					
Revenues					
Donations	8,000	8,000	-	100.00%	
Movie with the Mayor	2,500	-	2,500	0.00%	
Shared Expenses	-	-	-	0.00%	
Total Revenues	\$ 10,500	\$ 8,000	\$ 2,500	76.19%	0.00%
Expenses					
Promotional Activities	5,000	6,001	(1,001)	120.02%	0.00%
Movie with the Major Expenses	5,500	-	5,500	0.00%	0.00%
Total Expenses	10,500	6,001	4,499	57.15%	0.00%
Surplus/Deficit	\$ -	\$ 1,999	\$ (1,999)	19.04%	0.00%

	Current Budget	YTD Activity	Variance (=/-)	Percent Received	Percent Remaining
111-Street Improvement Fund (302)					
Revenues					
8th Cent Gas Tax	85,000	31,890	53,110	0.00%	0.00%
Total Revenues	\$ 85,000	\$ 31,890	\$ 53,110	0.00%	0.00%
Expenses					
Repair & Maintenance	-	6,210	(6,210)	0.00%	0.00%
Town Center Expenses	-	-	-	0.00%	0.00%
Total Expenses	-	6,210	(6,210)	0.00%	0.00%
Surplus/Deficit	\$ 85,000	\$ 25,680	\$ 59,320	0.00%	0.00%



**Workshop Agenda Item #6B
LDC Discussion - Boats/
RVs**

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

AGENDA ITEM:	LDC Update Workshop
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	January 21, 2025
BACKGROUND:	Land Development Code discussion to bring before council based on community and Community Development Board feedback. The Land Development Code regarding (Boats/RVs in Yards): <u>Sec. 27-335- "Parking, Storage or Use Of Major Recreational Equipment"</u> standards have recently been a code of concern to property owners in the Neptune Beach community. <u>Sec. 27-335- "Parking, Storage or Use Of Major Recreational Equipment"</u> prohibits the parking of Boats/RVs in all front yards. Recent Code Enforcement actions to enforce the code have resulted in frustration from citizens. The purpose of this discussion is to review the code and take direction from Council to proceed with any needed revisions. Staff has discussed the code with property owners and the Community Development Board at the November 13, 2024 and January 15, 2025 CDB meeting. During these discussions concerned citizens have requested that the City repeal the code to permit Boats/RVs in front yards, whereas the CDB has not recommended an amendment to the code. The attached report compares CONB's code to six neighboring communities, all of which prohibit the parking of Boats/RVs in all front yards. Based on staff analysis, CONB's code is consistent with most cities in Florida. Below is a matrix comparing CONB's land development code to six cities, as well as a copy of those codes.
BUDGET:	NA

RECOMMENDATION:	Make recommendation to staff to constitute to enforce Sec. 27-335- “Parking, Storage or Use of Major Recreational Equipment” as written, or recommend specific code changes.
ATTACHMENT:	1.Matrix comparing six community codes “Parking, storage or use of major recreational equipment” 2. References codes: Neptune Beach. Jax Beach, Atlantic Beach, Jacksonville, St Johns County/Ponta Vedra Beach, St Augustine

CODE COMPARISON

Parking, storage or use of major recreational equipment

CITY	Permitted in Residential	Permitted in Front Yard Setback	Permitted in Front Corner Yard Setback	Exclusively Permitted in Side/Rear Yard	Size limitation
NEPTUNE BEACH	Yes	No	No	Yes (3' setback)	Boats/RV may not exceed 28'
JAX BEACH	Yes	No	No	Yes	Boats less than 20' not regulated/All RVs regulated
ATLANTIC BEACH	Yes	No (15' front setback)	No	Yes	NA
JACKSONVILLE	Yes	No	No	Yes	NA
FERNANDINA BEACH	Yes	No	No	Yes	NA
ST JOHNS COUNTY/PONTA VEDRA BEACH	Yes (Not in Ponte Vedra)	No	No	Yes	NA
ST AUGUSTINE	Yes	No	No	Yes (5' setback)	NA

NEPTUNE BEACH

Definition: Major recreational equipment means any large motorized or non-motorized vehicle used for recreational purposes, such as motorhomes, trailers, campers and camper shells, boats, and trailers, converted buses and trucks, dune buggies and sand rails, and trailers, cases or boxes on wheels used to transport and/or store equipment, as well as any vehicle required to carry an "RV" tag or not licensed for legal street use.

Sec. 27-335. - Parking, storage or use of major recreational equipment.

(a) No major recreational equipment, as defined herein, shall be used for living, sleeping or housekeeping purposes when parked or stored in a residentially zoned lot or in any other location not approved for such use. **Major recreational equipment may be parked or stored in a required rear or side yard but not in the front or corner side yard and not within three (3) feet of any property line;** provided, however, that such equipment may be parked anywhere on residential premises for a period not to exceed twenty-four (24) hours during loading and unloading. For purposes of this section, the term major recreational equipment shall be as listed in article I, to include sand dune buggies, cases or boxes on wheels for transporting recreational equipment and other similar trucks or equipment.

(b) Major recreational equipment shall also **be limited to two (2) total on a property.** Each piece of equipment shall **not exceed twenty-eight (28) feet** in length.

JAX BEACH

Sec. 34-402. - Parking of heavy vehicles in RS-1, RS-2, RS-3, RM-1, and RM-2 zoning districts, or residential uses in RD or PUD zoning districts.

For the dual purpose of preserving attractive residential areas within the city and promoting safe, unimpeded traffic circulation throughout such areas, the following supplemental parking restrictions shall apply:

(1) *Within a street right-of-way.* The following vehicles shall not be parked or stored on any public street right-of-way or approved private street easement contiguous to a residentially zoned property or residentially used property in an RD or PUD district:

- a. Any boat or boat trailer.
- b. Any hauling trailer.
- c. Any of the following recreational vehicles: Travel trailers, motor homes and camping trailer.
- d. Any semi-trailer truck or cab.
- e. Any commercial vehicle which measures in excess of twenty (20) feet in total body length, seven (7) feet in total width or seven (7) feet in total height, including appurtenances, equipment or cargo.

(2) *Within the setback area from a street right-of-way.* **The following vehicles shall not be parked or stored, in whole or part, within the required setback area from a street right-of-way or approved private street easement on residentially zoned property or residentially used property in an RD or PUD district:**

- a. **Any boat which measures in excess of twenty (20) feet in length.**
- b. Any hauling trailer (except trailers mounted with boats twenty (20) feet or less in length.
- c. **Any of the following recreational vehicles: Travel trailers, motor homes and camping trailers.**
- d. Any semi-trailer truck or cab.
- e. Any commercial vehicle which measures in excess of twenty (20) feet in total body length, seven (7) feet in total width or seven (7) feet in total height, including appurtenances, equipment or cargo.

(3) *On any residentially zoned property or residentially used property in an RD or PUD district.* No garbage truck, pump-out truck, chemical truck, gasoline truck, fuel oil truck or similar vehicle designed to transport wastes or hazardous or noxious materials shall be parked or stored in any residentially zoned property or residentially used property in an RD or PUD district.

(4) *Occupation.* The trailer or camper shall not be occupied, except for the purpose of repair or maintenance, at any time during the parking or storage, except by permit which has been issued in accordance with [section 34-402\(6\)](#). The term "occupied" for the purpose of this division shall include but not be limited to electrical connections (permanent or drop cord), water and sewer connections (flexible or permanent hose), telephone connections (permanent or extension) or personal occupancy of any kind (day or night).

(5) *Removal of wheels.* The wheels of the trailer shall not be removed, except for repair or maintenance, at any time during such storage or parking, but the body of a truck type camper may be removed from the truck or other vehicle.

(6) *Permit required for temporary occupancy of travel trailer, motor home or camping trailer.* Any owner desiring to temporarily occupy any travel trailer, motor home or camping trailer which has been or is to be stored or parked as permitted in [section 34-402\(2\)](#) must apply to the code enforcement inspector for a city permit for temporary occupancy. No such permit for temporary occupancy shall be issued for a period in excess of thirty (30) consecutive calendar days and in no event shall such permit be issued for a total in excess of thirty (30) calendar days during any calendar year for the same property. Permits for temporary occupancy shall be issued only for trailers or campers stored or parked on unoccupied property which is owned by the owner of the trailer or camper being stored or parked. Such permit shall be valid only for the term stated on the permit.

(7) *Enforcement.* The preceding parking restrictions shall be enforced in accordance with the terms of Article XIII and the following:

- a. The parking restrictions shall not apply to commercial vehicles during the actual performance of a service at the premises where it is parked.
- b. The parking restrictions shall not apply to the loading, unloading or cleaning of vehicles provided such act is fully completed in twenty-four (24) hours.
- c. The parking of vehicles, boats and trailers in residentially zoned property or residentially used property in an RD or PUD district shall be subject to these parking restrictions regardless of the date such parking commenced, and shall not be deemed an allowable nonconforming use within the meaning of [section 34-522](#) of this LDC.

ATLANTIC BEACH

Sec. 24-163. - Storage and parking of commercial vehicles and recreational vehicles and equipment and repair of vehicles in residential zoning districts.

(a)The storage and parking of commercial vehicles greater than twelve thousand five hundred (12,500) pounds gross vehicle weight and dual rear wheel vehicles shall be prohibited in all residential zoning districts.

(b)Commercial vehicles of less than twelve thousand five hundred (12,500) pounds gross vehicle weight, shall not be parked or stored on any lot occupied by a dwelling or on any lot in any residential zoning district, except in accordance with the following requirements:

(1)No more than one (1) commercial vehicle of less than twelve thousand five hundred (12,500) pounds shall be permitted on any residential lot, and such commercial vehicle shall be parked a minimum of twenty (20) feet from the front lot line. Such commercial vehicle shall be used in association with the occupation of the resident.

(2)In no case shall a commercial vehicle used for hauling explosives, gasoline or liquefied petroleum products or other hazardous materials be permitted to be parked or stored either temporarily or permanently in any residential zoning district.

(3)Commercial construction equipment or trailers containing construction equipment shall not be parked or stored on any residential lot except in conjunction with properly permitted, ongoing construction occurring on that lot.

(c)**Recreational vehicles, boats, and trailers of all types, including travel, boat, camping and hauling, shall not be parked or stored on any lot occupied by a dwelling or on any lot in any residential zoning district**, except in accordance with the following requirements:

(1)Not more than one (1) recreational vehicle, boat or boat trailer, or other type of trailer shall be stored or parked on any residential lot which is five thousand (5,000) square feet in lot area or less. Minimum lot area of ten thousand (10,000) square feet is required for storage or parking of any second recreational vehicle, boat or boat trailer, or other type of trailer. **In no case may more than a total of two (2) such vehicles** and trailers be parked on any residential lot.

(2)**Recreational vehicles, boats or boat trailers, or other type of trailer shall not be parked or stored closer than fifteen (15) feet from the front lot line** and shall be parked in a manner that is generally perpendicular to the front property line such that length is not aligned in a manner that extends across the front of the lot, it being the intent that recreational vehicles, boats and trailers that are parked forward of the residence should not excessively dominate the front of the lot.

(3)Recreational vehicles shall not be inhabited or occupied, either temporarily or permanently, while parked or stored in any area except in a trailer park designated for such use as authorized within this chapter.

(4)Recreational vehicles parked or stored on any residential lot for a period exceeding twenty-four (24) hours shall be owned by the occupant of said lot.

(d) Mechanical or other automotive repair work on any motor vehicle shall not be performed out-of-doors within any residential zoning district, except for minor maintenance or emergency repair lasting less than eight (8) hours and performed on a vehicle owned by the occupant of the residential property.

(e) No materials, supplies, appliances or equipment used or designed for use in commercial or industrial operations shall be stored in residential zoning districts, nor shall any home appliances or interior home furnishings be stored outdoors in any residential zoning district.

(f) The provisions of this section shall not apply to the storage or parking, on a temporary basis, of vehicles, materials, equipment or appliances to be used for or in connection with the construction of a building on the property, which has been approved in accordance with the terms of this chapter or to commercial or recreational vehicles, boats or trailers parked within completely enclosed buildings.

JACKSONVILLE

Sec. 656.409. - Parking, storage or use of recreational vehicles and boats.

No recreational vehicles shall be used for living, sleeping or housekeeping purposes when parked or stored on a residentially-zoned lot or in another location not approved for this use. **Boats, boat trailers, horse trailers or any other trailer and recreational vehicles may be parked or stored in a required rear or side yard but not in required front yards**, provided however, that these vehicles may be parked anywhere on residential premises not to exceed 24 hours during loading and unloading.

FERNANDINA BEACH

7.01.05 Specific Parking Restrictions for Commercial Vehicles, Recreational Vehicles, Boats, and Trailers

A. Prohibitions

Any commercial motor vehicle which has a gross vehicle weight of 8,000 pounds or more shall not be parked in any residential, commercial, wetland protection, or recreational district or area, except as otherwise provided in Section 7.01.05(B).

B. Exceptions

The prohibition in Section 7.01.05(A) shall not apply to parking of such vehicles in the specified districts or areas:

1. For the time required for normal loading and unloading of such vehicles; or
2. For the time required to perform the legally permitted service provided by such vehicles.

C. **Mobile homes, travel trailers, travel campers, recreational vehicles, and similar vehicles** regularly or periodically utilized for dwelling purposes shall not be parked overnight in any zoning district except in an area specifically designated by this LDC for that purpose. Mobile homes, travel trailers, travel campers, recreational vehicles, and similar vehicles, when unoccupied, **may be parked or stored in a completely enclosed building, a carport attached to a principal building, or in a side or rear yard.**

D. **Boats, boat trailers, utility trailers, and similar vehicles** shall not be parked overnight in any zoning district except in an area specifically designated by this LDC for that purpose. **Such vehicles, when unoccupied, may be parked or stored in a completely enclosed building, a carport attached to a principal building, or in a side or rear yard.**

ST JOHNS COUNTY/PONTA VEDRA BEACH

Sec. 2.03.42 Recreational Vehicle/Boat Storage

All recreational vehicles, boats and utility trailers must be parked or stored in a required rear or side yard. (Exception: some Planned Unit Developments may have more or less restrictive requirements and within the Ponte Vedra Zoning District, recreational vehicles cannot be seen on property). No recreational equipment shall be used for living, sleeping or housekeeping purposes when parked or stored in a residential zoned lot or any other area not approved for such use.

ST AUGUSTINE

Major recreational equipment means any large motorized or nonmotorized vehicle used for recreational purposes, such as motor homes, trailers, campers and camper shells, boats and trailers, converted buses and trucks, dune buggies and sand rails, and trailers, cases or boxes on wheels used to transport and/or store equipment, as well as any vehicle required to carry an "RV" tag or not licensed for legal street use.

Sec. 28-337. - Parking, storage or use of major recreational equipment.

No major recreational equipment shall be used for living, sleeping or housekeeping purposes when parked or stored in a residentially zoned lot or in any other location not approved for such use. **Major recreational equipment may be parked or stored in a required rear or side yard, but not in required front yards and not within five (5) feet of any property line;** provided, however, that such equipment may be parked anywhere on residential premises for not to exceed twenty-four (24) hours during loading and unloading. For purposes of this section the term "major recreational equipment" shall be as listed in [section 28-2](#), to include sand dune buggies, cases or boxes on wheels for transporting recreational equipment, and other similar type trucks or equipment.

Recreational vehicles and travel trailers may be used as temporary emergency residential units on private property or designated areas within the city based on a declared emergency and recovery order issued by the appropriate governmental agency; such as, the City of St. Augustine, St. Johns County, the State of Florida and the federal government in the event of a catastrophic event. This is for temporary emergency purposes only, during recovery and reconstruction phases per an emergency order for a declared emergency. Recreational vehicles and travel trailers on private property can only be used by the property owner as housing after a city building permit has been issued for the repair or (re)construction of the homeowner's storm damaged residence, subsequently the recreational vehicle or travel trailer must be removed upon the issuance of a certificate of completion to repair storm damage or the expiration of the building permit to repair the storm damage to the private property which contains the recreational vehicle or travel trailer or similar vehicle. Tent camping is not permitted as an emergency residential unit.