



AGENDA
Regular City Council Meeting
Monday, March 3, 2025, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Irish American Heritage Month Proclamation p.3
 - B. Flood Awareness Week Proclamation p. 4
3. APPROVAL OF MINUTES
 - A. **February 3, 2025, Regular City Council Meeting**
February 18, 2025, Special City Council Meeting p. 5
February 18, 2025, Workshop City Council Meeting
February 18, 2025, Town Hall Meeting
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2025-01, SECOND READ AND **PUBLIC HEARING**. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7, Beaches and Waterways by Amending Section 7-36, by Banning Beach Fires, Providing Codification, Conflicts, Severability, and Providing Codification, Conflicts, Severability, and Providing and Effective Date p. 25
 - B. ORDINANCE NO. 2025-02, SECOND READ AND **PUBLIC HEARING**. 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; Providing Codification, Conflicts, Severability, And Providing An Effective Date p. 30
 - C. ORDINANCE NO. 2025-03, SECOND READ AND **PUBLIC HEARING**. An Ordinance of the City of Neptune Beach, Florida, Amending, the Operating Budget for Fiscal Year 2025, Beginning October 1, 2024, and ending September 30, 2025 p. 34
 - D. ORDINANCE NO. 2025-04, FIRST READ AND **PUBLIC HEARING**. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2. Administration, Article VII. Boards and Commissions by Creating Division 4. Finance and Auditor Selection Committee; Providing Codification, Conflicts, Severability, and Providing An Effective Date p. 39
9. OLD BUSINESS
 - A. Consideration of Approval of Senior Activity Center Water Intrusion Repair
10. NEW BUSINESS
 - A. Consideration of Approval of Beaches Town Center - Stormwater Force Main Design Services p. 47
 - B. Consideration of Approval of Settlement for FDEP Second Amended Consent Order p. 57

C. Consideration of Approval of Award for Crape Myrtle Rehabilitation Project from Tree Conservation Trust Fund p. 90

D. Flood Awareness Week – Education and Awareness p. 127

11. COUNCIL COMMENTS

12. ADJOURN

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

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

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

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

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



PROCLAMATION CITY OF NEPTUNE BEACH

WHEREAS, by 1776, nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

WHEREAS, Irish Americans helped to fashion a system of government for our young nation; and

WHEREAS, twenty-two Presidents have proudly proclaimed their Irish American heritage;

WHEREAS, the Irish first came to Spanish "*La Florida*" in the 1500s - first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators; and

WHEREAS, three of the Spanish Governors of "*La Florida*" were actually Irish military officers; and

WHEREAS, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of "*La Florida*," established the first public school in America and opened it to both boys and girls of all races; and

WHEREAS, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments;

NOW, THEREFORE, I, Corrine Bylund, Mayor and the City Council of Neptune Beach, on this 3rd day of March, 2025, do hereby proclaim March 2025, as

IRISH AMERICAN HERITAGE MONTH

In the City of Neptune Beach, Florida, in recognition of the long history of Irish contributions to the State of Florida and our Country

Corrine A. Bylund, Mayor



PROCLAMATION CITY OF NEPTUNE BEACH

WHEREAS, City of Neptune Beach, Florida has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in both coastal and riverine areas, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

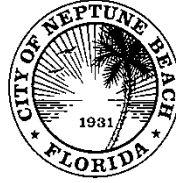
WHEREAS, City of Neptune Beach, Florida is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 3rd-9th, 2025 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, we, the City of Neptune Beach, Florida, in coordination with Duval County Emergency Preparedness Division, Florida Division of Emergency Management, Florida Floodplain Managers Association, Florida Department of Environmental Protection, Florida Statewide Office of Resilience, American Flood Coalition, and the Federal Emergency Management Agency do hereby on this 3rd day of March, 2025, proclaim **March 3rd-- 9th, 2025**, as: **FLOOD AWARENESS WEEK** in the City of Neptune Beach, Florida and further encourage the citizens of City of Neptune Beach, Florida to increase their knowledge of how to protect themselves and their property from flooding.

Corrine A. Bylund, Mayor



**MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 3, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, February 3, 2025, at 6:00 p.m. at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:

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

STAFF:

City Manager Richard Pike
City Attorney Paul Waters
Chief of Police Michael Key
Chief Financial Officer Jaime Hernandez
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
City Clerk Catherine Ponson

Call to Order/Roll
Call/Pledge

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

Swearing In
Ceremony

Mayor Bylund administered the oath of office for police officers to Officer Jared L. Geis and Officer Jason T. Walsh.

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE FOLLOWING:

January 6, 2025, Regular Council Meeting
January 21, 2025, Special City Council Meeting
January 21, 2025, Workshop City Council Meeting
January 21, 2025, Town Hall Council Meeting

Roll Call Vote:

Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund.
Noes: 0

MOTION CARRIED

PUBLIC COMMENTS

Public Comments

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke thanked Council for answering emails and for the atmosphere of the meetings. She mentioned that she hopes that no ordinances are passed that are not properly planned.

Thomas Brouillette, 333 Sunrise Circle, Neptune Beach, stated he had concerns regarding the DMV conducting driving tests in his neighborhood.

David Wicker, 427 South Street, Neptune Beach, commented on the ballpark in Jarboe Park and asked how it could be more usable. He also asked if there was a standard size for speed bumps throughout the City.

Mayor Bylund reminded everyone there would be a Town Hall meeting on Tuesday, February 18, 2025.

CITY MANAGER REPORT

City Manager Report

City Manager Richard Pike introduced the new part-time Park Ambassador Robert Hustad. Mr. Hustad's hours will be all day, Friday through Sunday. He will oversee the park and be a contact for the City and residents who use the park.

Mr. Pike reported there would be two variances on the Community Development Board meeting on Wednesday, February 12, at 6:00 p.m. Code discussion regarding boats and RVs would also be held at that meeting.

Mr. Pike announced at the next Council Workshop on February 18, 2025, the Finance Department would be presenting several scenarios for the upcoming millage rate. He also reported budget workshops for department heads would start next month.

The monthly City Manager Reports can be found on the City website at: <https://www.nbfl.gov/city-manager/pages/city-manager-reports>.

ORDINANCES

Ord. No. 2025-01, Beach Fires

Ordinance No. 2025-01, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7, Beaches and Waterways by Amending Section 7-36, by Banning Beach Fires, Providing Codification, Conflicts, Severability, and Providing Codification, Conflicts, Severability, and Providing and Effective Date

Public Hearing

Mayor Bylund opened the public hearing.

Taylor Anderson, 220 Oak Street, Neptune Beach, stated he appreciated what Atlantic Beach has done with their beach fire program which gives accountability while still allowing beach fires.

James Anderson, 218 Oak Street, Neptune Beach, stated a self-contained stove could be used and no residue would be left behind.

David Wicker, 427 South Street, Neptune Beach, pointed out that people may not know you can have a fire on the beach. He would like to see a permitting process like Atlantic Beach.

There being no further comments from the public, Mayor Bylund closed the public hearing.

Council Discussion/ Questions

Vice Mayor Livingston stated she had requested statistics and information about Atlantic Beach's beach fire regulations. They allow them from November through February and in 2023-2024, they had 600 applications. For this season, they already had 400. She thought this was alarming because of that many applications. She understands it could generate revenue but has concerns about how that would play out and safety issues.

Councilor Horvath commented that Neptune Beach would not have as many applications, and this is a good opportunity to generate revenue if done in a correct manner.

Councilor Messinger remarked that since the current language is ambiguous, he understands the logic in codifying this ordinance for the time being. He does think there is a decent opportunity to have fires. He understands not keeping it ambiguous and supports not allowing fires. He added that Atlantic Beach has a thorough mechanism to allow fires. He would not be opposed to some type of pilot program, such as the City did with the chicken coop ordinance.

Councilor Rogers expressed he is in favor of having an option for people to have fires. He would like to see an opportunity for people to get permission.

Mayor Bylund pointed out that in four different places, the Code bans fires. We will be clarifying that people will not be able to have fires of any kind. She also would like to pass this ordinance and explore another ordinance that safely permitted and contained.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE ORDINANCE NO. 2025-01, BANNING BEACH FIRES, AT FIRST READ**

Roll Call Vote:

Ayes: 5 - Messinger, Rogers, Horvath, Livingston and Bylund.

Noes: 0

MOTION CARRIED

Ord. No. 2025-02, Sand Removal or Beach Digging Ordinance No. 2025-02, First Read and Public Hearing. 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; Providing Codification, Conflicts, Severability, And Providing An Effective Date

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

Council Discussion Councilor Messinger recapped that this was brought forward due to a tragedy in South Florida. Our officers and/or lifeguards would have probable cause to approach and talk to people about how deep they are digging a hole. He is in support of language to address what would prevent another tragedy.

Mayor Bylund commented that in the first paragraph, she proposed to delete "or permit to be conducted." She also proposed to add to subsection (1), she would like to add, "to make a hole deeper than 18 inches."

Made by Livingston, seconded by Messinger.

MOTION: **TO APPROVE ORDINANCE NO. 2025-02, RELATING TO SAND REMOVAL OR BEACH DIGGING, AT FIRST READ WITH THE PROPOSED CHANGES**

Roll Call Vote:

Ayes: 4 - Horvath, Messinger, Livingston and Bylund

Noes: 1- Rogers

MOTION CARRIED

NEW BUSINESSCity Hall Interior
Renovation –
Phase I

City Hall Interior Renovation – Phase I. Mr. Pike reported that City Hall was built in the mid-90s and staff has changed. There are several makeshift offices throughout the building and the location of the council conference room was moved. He would like to move the conference room to its original location, which is adjacent to Council Chambers. This project would relocate IT to where the conference room currently is located and construct a new office for the HR Coordinator.

Mr. Pike answered Councilor Horvath's inquiry that three firms were contacted for prices, and each were given the opportunity to submit quotes. The quote from Earthwise was the lowest.

Vice Mayor Livingston commented that her concern is that it is not necessary to move the conference room if it is just a swap. Council does not normally go into that room during a meeting.

Councilor Rogers commented that he noticed there were a lot of electrical revisions being made and asked how that was evaluated to see if City needed to bring up the electrical panel or breaker. He stated that any commercial construction cost for \$20,000 is a good deal.

Councilor Messinger pointed out that furniture costs have gone up. He requested to make sure we do not buy something that needs replacing in the next year or two.

Made by Rogers, seconded by Messinger.

MOTION: **TO APPROVE THE CITY HALL INTERIOR RENOVATION – PHASE I**

Roll Call Vote:

Ayes: 5 - Horvath, Messinger, Rogers, Livingston, and Bylund.

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Council Comments

Mayor Bylund announced the Community Development Board meeting on Wednesday, February 12, 2025. This will be a workshop on the City's boat and RV ordinances. This will be an opportunity to be heard.

She also announced on February 18, 2025, at 5:00 p.m., there will be an Open House on the Penman Road project. The traffic engineers will be on hand to answer questions. This will be followed by the Council Workshop and Town Hall Meeting. The Town Hall Meeting will focus on the Penman Road project.

Mayor Bylund advised that the fire suppression issues regarding the smaller Publix green water storage tank have still not completely resolved. There is no current plan or timeline on when that water tower will be removed.

Mayor Bylund commented that she wanted to address misinformation on the speed camera contract. She stated that this is a 19-page contract. No one provision of this contract should be read in a vacuum. There is no provision that states the City will pay \$14,000 per month. That is not accurate. The payment will be made through forfeitures.

Police Chief Michael Key confirmed that if the company operates in the red, Neptune Beach will not be financially liable for any costs. If the company continues to operate in the red, there will be no penalty or assessed fee to Neptune Beach.

Adjournment

There being no further business, Mayor Bylund adjourned the meeting at 6:58 p.m.

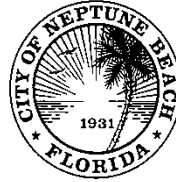
Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to: <https://www.nbfl.gov/minutes-and-agendas>, and click on the video for the meeting in question.*



MINUTES
SPECIAL CITY COUNCIL MEETING
TUESDAY, FEBRUARY 18, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 18, 2025, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers STAFF: City Manager Richard Pike City Attorney Paul Waters Chief of Police Michael Key. Chief Financial Officer Jaime Hernandez Public Works Director Deryle Calhoun Community Development Director Heather Whitmore Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
Call to Order/Roll Call/Pledge	Mayor Bylund called the Special Meeting to order at 6:00 p.m. and Vice Mayor Livingston led the Pledge of Allegiance.
Public Comments	Pat Hazouri, 207 Florida Boulevard, Neptune Beach, stated that a town meeting should be held at a place like the library for everyone to be involved.

PUBLIC WORKS

Belt Filter Press, Phase 2	<u>Water Reclamation Facility Belt Filter Press Rehabilitation -Phase 2.</u> Public Works Director Deryle Calhoun first advised Council that the sanitary sewer pipe on 3 rd Street has failed. A contractor is lined up to begin work. This is a very complicated right-of-way that is about 11 feet deep.
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Mr. Calhoun explained that the water reclamation facility treats over 650,000 gallons per day of wastewater. Biosolids produced from the treatment process of approximately 200,000 gallons per month must be dewatered in the belt filter press prior to disposal. Improvements in belt filter press performance results in drier biosolids and therefore reduced landfill costs. The press was originally installed in 1997 and prior to Phase 1 work in 2023, only marginal rehabilitation was performed. This second phase of work will result in essentially a rebuilt machine.

Alfa Laval, Inc. technicians visited the site in January 2025 and developed a quote of \$43,430.19 for Phase 2 work, which includes three days of technician on-site and two travel days, allowance of \$1,000 for airfare if needed, and required parts. Due to the technical nature of this equipment, sole source purchase of parts and labor through the manufacturer Alfa-Laval, Inc. is suggested. Code of Ordinances, Article VI, Finance, Section 2-377 (b)(5) addresses sole source.

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE AWARD TO ALFA LAVAL, INC. IN THE AMOUNT OF \$43,430.19 FOR BELT FILTER PRESS REHABILITATION PHASE 2

Roll Call Vote:

Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund.

Noes: 0

MOTION CARRIED

Stormwater
Replacement
Dump Truck

Stormwater Replacement Dump Truck. Mr. Calhoun reported the Public Works Chevrolet 3500 HD Dump Truck and the 2014 Ford F250 4X4 are experiencing issues beyond repair. Staff received a quote from Duval Ford of \$68,460.00 for a 2025 Ford F350 4x4 with dump body. This quote includes \$6,900.00 of trade-in credit for the 2003 and 2014 units discussed above. Pricing is based upon the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL32 as noted in the quote.

Made by Horvath, seconded by Messinger.

MOTION: TO AWARD TO DUVAL FORD THE PURCHASE A 2025 FORD F350 4X4 WITH DUMP BODY IN THE AMOUNT OF \$68,460.00

Roll Call Vote:

Ayes: 5 - Messinger, Rogers, Horvath, Livingston and Bylund

Noes: 0

MOTION CARRIED

Potable Well #5
Change Order

Change Order to Potable Well #5 Contract – Abandonment of Potable Wells 1 and 2. Mr. Calhoun reminded everyone that the City is currently constructing potable Well 5 to replace Wells 1 and 2 which were constructed in 1938 and 1944, respectively. Well 2 was taken out of service in 2020 due to reduced production and Well 1 was removed from service in summer of 2024 due to observed operating conditions. Abandonment of Wells 1 and 2 is required by condition of St. Johns River Water Management District (WMD) permit. Abandonment includes filling the wells with cement slurry. Wells are 852 feet and 615 feet deep.

Partridge Well Drilling Co., Inc. was awarded construction of Well 5 following a bid process. Partridge has provided a quote for abandonment of Wells 1 and 2 while mobilized in the amount of \$56,885.00. It is possible additional costs will be incurred due to obstructions requiring removal and unforeseen voids in the wells.

Made by Messinger, seconded by Livingston.

MOTION: TO AWARD CHANGE ORDER TO PARTRIDGE WELL DRILLING, INC. IN THE AMOUNT OF \$56,885.00. ANY COSTS OVERRUNS DUE TO SITE CONDITIONS ENCOUNTERED WILL BE BROUGHT TO COUNCIL PRIOR TO WORK, IF POSSIBLE

Roll Call Vote:

Ayes: 5 - Rogers, Horvath, Messinger, Livingston and Bylund

Noes: 0

MOTION CARRIED

Oceanwood Sidewalks Oceanwood Subdivision Sidewalk Improvements. Mr. Calhoun remarked that this request is to replace about 16% of the Oceanwood Subdivision sidewalks and to add six handicapped accessible ramps and adjust curbing accordingly. Staff identified an existing City of Jacksonville contract with Jax Utilities Management, Inc. and has successfully used their services. The City Attorney has approved use of this contract.

Made by Messinger, seconded by Horvath.

MOTION: **TO APPROVE THE AWARD TO JAX UTILITIES MANAGEMENT, INC. FOR OCEANWOOD SUBDIVISION SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$41,471.61**

MOTION CARRIED

SENIOR CENTER

Senior Center Water Intrusion Report Senior Center Intrusion Damage Report. Mr. Calhoun gave brief overview of the water intrusion issue at the Senior Center. He reported on the findings of the water intrusion inspection. He also presented repair options and costs. Mr. Calhoun expressed he is seeking direction from Council to move forward. There are still leaks and he would prefer some op3r at this meeting.

Chief Financial Officer Jaime Hernandez confirmed there are funds for repairs and Mayor Bylund clarified that these funds have already been set aside.

Council Discussion Council engaged in discussion concerning the Senior Center. Issues brought up were contributions from surrounding cities who utilize the facility, longevity and extent of repairs, and possible tarping of the building to prevent further damage.

Councilor Rogers proposed, before moving forward, utilizing the services of a design professional/architect to look at the elevation due to the deck being added. This would ensure there are good details to show that transition.

Mr. Calhoun agreed a design professional would provide a more complete package to bid from. He stated he would reach out to Acon Construction who built the Neptune House.

Made by Horvath, seconded by Rogers.

MOTION: **TO DEFER THE SENIOR CENTER ITEM TO THE MARCH 3, 2025, REGULAR COUNCIL MEETING**

Made by Messinger, seconded by Rogers

AMENDED MOTION: **TO AUTHORIZE THE PUBLIC WORKS DIRECTOR AND CITY MANAGER TO GET ARCHITECTURAL QUOTES ON THE BUILDING. IF THE QUOTES ARE WITHIN THE PRICING AUTHORITY OF THE CITY MANAGER, FOR THEM TO PROCEED AND TO TARP THE BUILDING APPROPRIATELY TO PREVENT ANY FURTHER DAMAGE, IF SAID DOLLAR AMOUNT IS WITHIN THE CITY MANAGER'S PURVIEW AND TO BRING BACK QUOTES AND OPTIONS BASED ON COUNCIL FEEDBACK FOR FURTHER DISCUSSION AT THE MARCH MEETING**

Roll Call Vote:

Ayes: 5 - Messinger, Rogers, Horvath, Livingston and Bylund

Noes: 0

MOTION CARRIED

Ord. No. 2025-03, FY24-25 Budget Amendment Ordinance No. 2025-03, First Read and Public Hearing. An Ordinance Amending the Operating Budget for Fiscal Year 2025, Beginning October 1, 2024, and ending September 30, 2025.

Public Hearing Mayor Bylund opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Livingston, seconded by Messinger.

MOTION: **TO APPROVE ORDINANCE NO. 2025-03, AMENDING THE OPERATING BUDGET FOR FY24-25 AT FIRST READ**

Roll Call Vote:

Ayes: 5 - Rogers, Horvath, Messinger, Livingston and Bylund

Noes: 0

MOTION CARRIED

Res. No. 2025-06, Speed Camera Contract Resolution No. 2025-06, Public Hearing. A Resolution of the City of Neptune Beach, Florida, Approving Photo Enforcement Services Agreement, Providing for Severability, and Providing an Effective Date.

Public Hearing Pursuant to Florida Statutes Section 317.0776(3)(c)1., Mayor Bylund opened the public hearing.

Rick Sauls, 126 Cedar Street, Neptune Beach, spoke against the speed cameras operating during the entire day.

There being no further comments from the public, Mayor Bylund closed the public hearing.

Council Discussion Vice Mayor Livingston remarked, and confirmed by Chief of Police Michael Key, that citations are issued by a Neptune Beach Police Officer. It is important to note that there is a system in place for checks and balances.

Councilor Horvath stated there is no fee to maintain or install the cameras, they operate during school hours and not in the summer, a ticket is issued for going 11 miles over the speed limit and the contract can be cancelled with no penalties.

Chief Key expressed that the program is 100% violator funded, citations are \$100 and there are no points against a driver license. He pointed out that studies have shown that the slower a vehicle is traveling, the more survivable a vehicle crash is with a pedestrian versus a vehicle. He reported that Sam Crawley, with Altumint, Inc, was present to answer any more questions.

Councilor Rogers commented that this contract has already been executed. He requested more data regarding the number of violations that occurred throughout the entire day. He added this should not be rushed. This is a significant change to outsource part of the City's policing. There has not been adequate information provided.

Mr. Crawley commented he could provide the requested data.

Vice Mayor Livingston stated that she lived in a school zone. She sees all times of the day that people are speeding. She expressed that it is not costing the City anything, so why not try it and see if it is keeping people safe.

Councilor Messinger advised that our school board representative, April Carney, has spoken in favor of this. We are not replacing our policing. This is another tool for our police force. The goal is not to make revenue for the City, but to create safety in the school zones.

Mayor Bylund expressed that her analysis of this issue today is different than it would have been when this was initially discussed. She questioned what is the public harm from leaving the cameras up for a time specified to see what kind of benefit we could have as a community. She said if people do not want a ticket, then do not speed.

Public
Comment

Tracey Parsons, 731 Camellia Terrace Ct. S., Neptune Beach, stated that 11 miles over the speed limit is not safe and the business model is concerning.

Made by Livingston, seconded by Messinger.

MOTION: ADOPT RESOLUTION NO. 2025-06, APPROVING THE PHOTO ENFORCEMENT SERVICES AGREEMENT

Roll Call Vote:

Ayes: 4-Horvath, Messinger, Livingston and Bylund

Noes: 1-Rogers

MOTION CARRIED

Adjournment

There being no further business, the Special Meeting adjourned at 7:30 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to: <https://www.nbfl.gov/minutes-and-agendas>, and click on the video for the meeting in question.*



MINUTES
WORKSHOP CITY COUNCIL MEETING
TUESDAY, FEBRUARY 18, 2025, 7:30 P.M.
IMMEDIATELY FOLLOWING THE SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 18, 2025, at 7:30 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

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

STAFF:

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

**Call to
Order/Roll Call**

Mayor Brown called the workshop meeting to order at 7: 30 p.m.

PUBLIC COMMENTS

Public Comments The following speakers spoke regarding the Penman Road project:

Dorri Kraus, 1515 Emma Lane, Neptune Beach
 Pat Hazouri, 207 Florida Boulevard, Neptune Beach
 Tracy Parsons, 731 Camellia Terrace Court S., Neptune Beach
 Ginny Thurson, 1200 7th Street, Neptune Beach
 Cora Cooper, 1527 Hopkins Creek Lane, Neptune Beach
 Mickey Willioughby, 1923 Secluded Woods Lane, Neptune Beach
 Sara Costello, 1715 Lighty Lane, Neptune Beach,

ISSUE DEVELOPMENT

**FY 25-26
Millage Rate
Discussion**

FY 25-26 Millage Rate Discussion. Chief Financial Officer Jaime Hernandez reported this is for informational purposes only.

Mayor Bylund pointed out to everyone that Council would not be voting at this meeting.

Mr. Hernandez gave an overview of possible millage rates based on an estimated property taxable value. He presented the amounts that would be determined if the millage rate stayed

the same and if it was to increase. He confirmed that Neptune Beach has not raised its millage rate since 2011. He did point out that what increases is property value determined by Duval County.

City Manager Richard Pike advised that he asked Mr. Hernandez to present different scenarios. This was not requested by Council or anyone on City staff. We do have to give scenarios of what it would look like if it was decreased, increased or kept the same. We will be discussing this in the future.

Mayor Bylund announced the millage rate discussion is starting several months in advance to give the public plenty of notice. This is February and the millage rate is voted on in September. A Finance Committee and legislative audit committee will be appointed and that will be coming before Council in March. Budget workshop meetings will begin in May. Summer is budget season due to the statutory deadlines.

Penman Road
Project
Presentation

Penman Road Complete Streets Improvement Project Presentation. Dow Peters, Russell Yaffee, Ben Combs, and Austin Chapman with Peters and Yaffee, presented an update of the Penman Road Complete Streets Project.

Mr. Peters reported that changes were made based on public meetings and submitted comments. He added that this is a complete streets project where they focused on all modes of traffic. The proposed roundabout at the five-way intersection of Penman Road, Florida Boulevard and Forest Avenue was discussed.

Council
Discussion

Council discussion included effects of the roundabout on other neighborhoods and other options.

Mayor Bylund concluded the presentation by reminding everyone that this was still in the design phase and it would be more than a year before groundbreaking.

Recess

Mayor Bylund called for a recess at 8:51 p.m.

Reconvene

Mayor Bylund reconvened the meeting at 8:57 p.m.

COUNCIL COMMENTS

Council
Comments

Mayor Bylund congratulated the Fletcher High School Basketball Team on their district title win over Oakleaf, 33-30. She recognized Ryan Bailey, of Fletcher High School on being selected Player of the Year through the Florida Athletic Coaches Association.

Mayor Bylund announced the Neptune Beach Elementary 5K Beach Run would be held Saturday, February 22, at 9:00 a.m. She also announced a Here Tomorrow concert event, Together for Tomorrow, on Saturday, February 22, at 5:00 p.m. at Atlantic Theatre, 751 Atlantic Boulevard. Mission House is holding "Paddles for a Purpose" pickleball event at TPC Sawgrass on April 26, 2025, at 11:00 a.m.

Adjournment

There being no further business, the workshop meeting adjourned at 8:59 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to: <https://neptunebeachfl.portal.civicclerk.com/> and click on the video for the meeting in question.*



**MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING WORKSHOP MEETING
TUESDAY, FEBRUARY 18, 2025, 8:59 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Town Hall Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 18, 2025, at 8:59 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief of Police Michael Key Chief Financial Officer Jaime Hernandez Public Works Director Deryle Calhoun Community Development Director Heather Whitmore Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
Call to Order/Roll Call/Pledge	Mayor Bylund called the Town Hall Meeting to order at 8:59 p.m. Mayor Bylund announced the first public comments would be regarding the Penman Road project. She also added that the time would be limited to three minutes.	
Public Comments- Penman Road	The following speakers provided comments regarding the Penman Road project: Howard McMinn, 1116 Cedar Street, Neptune Beach Miriam Cinotti, 1031 Marvone Lane, Neptune Beach Gina Kline, 220 Myra Street, Neptune Beach Items addressed included maintenance of Penman Road and future Town Hall Meetings. Mayor Bylund announced Town Hall Meetings will continue each month focusing on issues such as Code Enforcement, Budget and Millage Rate, Blue Zones, Safe Streets and Clean Water.	
Public Comments – Open Topics	Miriam Cinotti, 1031 Marvone Lane, Neptune Beach, spoke regarding the mismanagement of the Senior Center, records of donations made to the Senior Center and whether it was a nonprofit or 501(c)(3) organization. Mayor Bylund addressed Ms. Cinotti's comments and stated it is a 501(c)(3) now and donations go to that. Donations are generated by attendees of the Senior Center. There was also a major contribution by Joe Eckstein and there was a fundraiser through Patronicity.	

Councilor Messinger pointed out that the City provided, to the IRS and to the state, documentation showing that the 501(c)(3) was established on August 15, 2005.

Adjournment The Town Hall Meeting adjourned at 9:26 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to: <https://neptunebeachfl.portal.civicclerk.com/> and click on the video for the meeting in question.*

City Manager's Report

Departmental Recaps-2/26/2025

Police Department-Chief Michael Key *(See Separate February 2025 Report)*

City Clerk-Catherine Ponson

- Submitted Continuing Assignments for Florida Clerk Professional Program; attend second in-person class in Tampa, Feb. 27-28
- Fulfill ongoing public records requests and answered questions
- Prepare Minutes and Council agenda packets
- Prepare public notices for upcoming meetings, including Penman Road Open House and Town Hall meetings
- Prepare and submit required public hearing notices for second read of ordinances to Jacksonville Daily Record

Community Development-Heather Whitmore

- **Community Development Board: March 12, 2025**
 - Board Training
 - Historic Preservation Review Board
- **Draft ORDINANCE NO. 2025-04** Establishing Chapter 2: DIVISION 5. HISTORICAL REVIEW BOARD
- **Special Code Magistrate: March 25, 2025**
 - 1901 Forest Ave trees
- **Fee Resolution Table 2022-07**
 - Organize a "Fee Review Committee" to certify the accuracy of fees in the resolution
 - January Meetings-Feb 2025 City Council adoption
- **JFRD Vertex Report and Plans Examination-Inspection Contract**
- **ROW/Tap Fees Update**
- **Community Development Digital Transition to GovBuilt**
- **Bakkas/Marsh Point Development**
- **Pete's Bar**
 - Dumpster Lease
 - Development Order Modification
- **1112 Third St**
 - Development Agreement
 - Utilities Availability
 - Development Order/Special Exception/Variance

- **March 2025: Code Enforcement Policies, Procedures, and Priorities Workshop**
- **Incoming Development:**
 - Aldi
 - 7 Brew
 - 1112 Third St
 - 302 Third
 - 450 Atlantic Blvd
 - 436 Atlantic Blvd
- **Training:** Heather to get recertified as Certified Floodplain Manager (CFM) March 17-21, Tampa CFM
- **Planning Initiatives:**
 - Third/Atlantic Master Planning
 - Kmart Redevelopment
 - Adoption of Properties Right's Comp Plan Element
 - Stormwater Comp Plan updates
 - LDC Updates/Corrections - long list
 - Lemon Street Unified Plan

Finance-Jaime Hernandez

- Balances on compensated absences (PTO, Personal Leave, comp time, and personal days are available in Attendance on Demand. We request employees to audit their hours to ensure accuracy).
- Having some issues regarding converting hours worked over 8 daily hours to overtime- Currently working on the issue.
- Budget meeting for FY 2025-26, with department heads, will begin on March 4 and will continue until March 12.
- Reposted the Staff Accountant position on the FGFOA & Florida League of Cities website.
- Finance staff are planning to attend the TYLER conference in May.
- Submitted extension request to the Joint Legislative Auditing Committee (JLAC) to extend the filing to the state to March 31, 2025, with no penalty.
- A new Finance committee is to be formed once the City Council approves Ordinance 2025-03 (first hearing on 3/3/25, and second on 3/1/2025) with the following purpose:
 - Serve as an oversight body, and
 - Select a new auditing firm.
- The audit for FY 2022-23 is wrapping up; just a few more items to complete and test.

Human Resources-Jillian McCann

- Three Public Works Positions Filled

- Utility Laborer I (assigned to the Distribution & Collection Division)—two candidates hired—Mr. Connor Bonham and Mr. Angel Hernandez.
- Laborer—one candidate hired—Mr. Brian Suggs
- Two job offers extended for remaining labor vacancies.
- Professional development is ongoing; currently enrolled in the Employment & Human Resources Law Workplace Investigations certificate program.

IT Department-Ricardo Pizarro

- Access Control – Began implementation at another facility. Waiting on the fire department to sign off to activate.
- GIS Position-- Position has been funded; the job description will be posted on March 3rd to the public.
- Newsletter – Discussion on how to digitize the newsletter for greater public consumption.

Parks & Sustainability-Colin Moore

- FY 25 State Appropriations Request for Bay St Culvert Replacement submitted to Rep Michael and Sen Yarborough
- Continuing to coordinate with Neptune Beach Elementary PTA about track funding opportunities
- Due to water intrusion, Jarboe Park court light fixture components are being replaced under the manufacturer's warranty – work is scheduled for Mar 24-28
- Coordinating with COJ Arborist Jarboe Park tree replacement under warranty and additional tree planting
- Partnering with Keep Jacksonville Beautiful on Beach Cleanup scheduled for 3/15, 8 am-10 am
- Partnering with Beaches Go Green on Earth Day Beach/Town Center Cleanup planned for 4/19/25, 9:30 am-11:30 am
- Planning installation of 3 new beach showers at Lemon St, Bay St, and Florida Blvd accesses

Public Works- Deryle Calhoun

(Updates in **bold font**)

Potable Water System

- Replacement Well 5 – Well driller mobilized to site 1.7.25. Drilling is underway and proceeding as expected.
- Water Management District Consumptive Use Permit – The City of Neptune Beach and the environmental attorney successfully met with the Water Management District and reached an agreement on permit terms. **A meeting is scheduled to discuss what should be the final information requested by the Water Management District.**
- Fire protection water supply gap analysis – Report is finalized. **Requesting quote from contractor to test each hydrant in the system.**

Wastewater System

- Permit renewal application submitted to the Florida Department of Environmental Protection - Treatment capacities of both plants will be addressed during the permit renewal process. Consultant submitted proposed pilot plant study to Florida Department of Environmental Protection 11.07.24. A meeting was held with the Florida Department of Environmental Protection regarding the draft modified Consent Order for permit violations in 2022 and 2023. Response to draft consent order submitted to the Florida Department of Environmental Protection. **As of 2.13.25, the Florida Department of Environmental Protection is finalizing the amended consent order based on the CONB response.**
- Redundant 3rd Street gravity pipeline – The consulting engineer has submitted a permit application package to the Florida Department of Transportation. The Florida Department of Transportation permit is in the final stages of review, with additional information provided to the Florida Department of Transportation on 12.18.24. The Florida Department of Environmental Protection permit has been received. The Florida Department of Transportation requested additional information 1.16.25. **The project will be advertised for bid week of 2.24.25.**
- Cave-in at Florida Blvd and 3rd Street – Contractor began excavating week of 2.17.25. The City of Neptune Beach obtained a Florida Department of Transportation permit and is coordinating with all agencies.
- Florida Blvd force main extension – The project was approved in the FY25 budget. The Florida Department of Environmental Protection permit has been received. Bid specifications are being developed.
- Stormwater and groundwater Inflow and Infiltration (I&I) reduction effort - Worked with the consulting engineer to identify wastewater pipes for targeted cleaning and televising to identify any defects, including customer service laterals. Indian Woods subdivision main pipes and service laterals were cleaned and televised. Cleaning and televising Oceanwood and parts of Fletcher pump station collection system completed the week of 11.11.24. Results will be used to identify pipe rehabilitation projects. Consulting engineer developing bid package pipe-lining rehabilitation.

Stormwater System

- Hopkins Creek improvements at Florida and Forest – Design is underway by a City of Jacksonville engineering consultant. 30% design was reviewed by the City of Neptune Beach.
- Design for various small projects was approved by the Council. Design is complete. The design was presented at the Council workshop on 11.18.24. **Project communication with property owners is complete. The Florida Department of Environmental Protection permit has been received. The project is advertised, and the pre-bid meeting is scheduled for 3.5.25.**
- Erosion control pilot project on Davis Creek. **Budgeting in FY26 for another 200' of SOX product.** Another product (Geoweb) was procured for trial and was installed by Public Works staff the week of 12.09.24. **A second area of Geoweb was installed and native, salt-tolerant plants have been ordered.**

Senior Center

- A water intrusion report with mitigation recommendations was received from the consultant on 12.06.24.
- Site meet with contractor 12.18.24 to develop probable costs of options for presentation to City Council.
- **Findings and probable cost options delivered to City Council 2.18.25. Working on professional services per Council discussion.**

Senior Center-Leslie Lyne

- Jacksonville Beaches Women's Club grant submitted for \$5,000 with approval anticipated in May
- Collaborating with BEAM and UNF School of Nursing to host an event for at-risk senior adults that will include entertainment, lunch, and socializing.
- FSCJ Broadway in Jacksonville production of MJ, April 23, 2025
- Waiting for status for rehab of 2004 Forest Ave.-anticipate being reestablished in June 2025
- Guests/Members scheduled for fundraising tours to Greece, Croatia, Azores, Kenya & Tanzania, South Africa, 2 Alaska tours, London & Paris, Historical Washington, DC, Holland & Belgium cruise, California Sequoia tour, Western Canada Wine tour



**Agenda Item #8A
Ord. No. 2025-01
Banning Beach Fires**

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

AGENDA ITEM:	Agenda Item #8A, Ordinance 2025-01, Banning Beach Fires
SUBMITTED BY:	Michael Key, Chief of Police
DATE:	01/29/2025
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. The proposed ordinance was discussed at length at the January 21, 2025, Council workshop <u>Recommendation(s):</u> - Specify that a fire is strictly prohibited on the beach,
RECOMMENDATION:	Ordinance No. 2025-01 at First Read, Banning Beach Fires, created by City Attorney
ATTACHMENT:	Ordinance No. 2025-01

SPONSORED BY:

MAYOR CORRINE 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 7-36. BY BANNING 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, if unregulated, open recreational fires on the beach and the remnants thereof 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 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 7-36 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.

It shall be unlawful for any person to ignite or maintain, or participate in the maintenance of, or utilize a bonfire, campfire, charcoal grill, propane grill or other activity that results in an open flame on the beach within the corporate limits of the City of Neptune Beach. Violation of any provision of this part shall result in a civil citation and a fine of one hundred dollars (\$100.00) for a first offense; two hundred and fifty dollars (\$250.00) for a second offense and five hundred dollars (\$500) for any third and subsequent offense.

SECTION 2: 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 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

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

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

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING:

Mayor Corrine A. Bylund	YES
Vice Mayor Nia Livingston	YES
Councilor Josh Messinger	YES
Councilor Brent Rogers	YES
Councilor Tim Horvath	YES

Passed on First Reading this 3rd day of February, 2025.

VOTE RESULTS OF SECOND READING: (Date _____)

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney



Agenda Item #8B
Ord. No. 2025-02
Beach Digging

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Agenda Item #8B , Ordinance No. 2025-02, Beach Digging
SUBMITTED BY:	Michael Key, Chief of Police
DATE:	02/26/2025
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> <u>Benefit(s):</u> • 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. The proposed ordinance was discussed at length at the January 21, 2025, Council Workshop and passed at First Read on February 3, 2025.
RECOMMENDATION:	Consider Adoption of Ordinance No.2025-02
ATTACHMENT:	Ordinance No. 2025-02, Beach Digging

SPONSORED BY: MAYOR
CORRINE BYLUND



ORDINANCE NO. 2025-02

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; 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, the City Council of the City of Neptune Beach finds that regulation of beach digging 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: (~~strike through~~ 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, to make a hole deeper than 18 inches;
- (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.

Violation of any provision of this part shall result in a civil citation and a fine of one hundred dollars (\$100.00) for a first offense; two hundred and fifty dollars (\$250.00) for a second offense; and five hundred dollars (\$500) for any third and subsequent offense.

SECTION 2: 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 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

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

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

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING:

Mayor Corrine A. Bylund	YES
Vice Mayor Nia Livingston	YES
Councilor Josh Messinger	YES
Councilor Brent Rogers	NO
Councilor Tim Horvath	YES

Passed at First Reading this 3rd day of February, 2025.

VOTE RESULTS OF SECOND READING: (Date _____)

Mayor Corrine A. Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney



Agenda Item #8C
Ord. No. 2025-03
FY24-25 Budget Amendment

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Agenda Item #8C– Ordinance No. 2025-03, An Ordinance Amending the Operating Budget for Fiscal Year 2025, Beginning October 1, 2024, and ending September 30, 2025.
SUBMITTED BY:	Chief Financial Officer Jamie Hernandez
DATE:	February 26, 2025
BACKGROUND:	Each year, the City Council adopts a budget by ordinance. The Council can amend the budget in the same manner as the original budget. Ordinance No. 2025-03 outlines the requested budget amendments. Ordinance No. 2025-03 passed on First Read on February 18, 2025.
BUDGET:	See ordinance for details
RECOMMENDATION:	Consider Adoption of Ordinance No. 2025-03
ATTACHMENT:	Ordinance No. 2025-03

INTRODUCED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2025-03

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2025, BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025.

WHEREAS, the City of Neptune Beach adopted an operating budget for the Fiscal Year 2025; and

WHEREAS, the nature of budgetary systems and those day-to-day decisions affecting such budgetary systems require adjustments from time to time.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NEPTUNE BEACH, FLORIDA, that:

Section 1. The Fiscal Year 2025 Final Budget be Amended as shown on the attached Budget Amendment Request.

Section 2. The Ordinance shall become effective immediately upon its passage by the City Council

	Current Balance	Amendment	Amended Budget FY24-25
001-0000-271-00-00 Fund Balance To cover for increase on mobile equipment not part of the adopted budget FY24-25.	(5,362,499.10)	20,587.44	(5,341,911.66)
441-0000-166-30-00 Equipment To account for the transfer of a 2018 Silverado from Stormwater to Public Works.	1,012,543.43	(13,887.44)	998,655.99
001-1441-541-60-64 Machinery & Equipment To account for the transfer of a 2018 Silverado to Public Works from Stormwater.	-	13,887.44	13,887.44
001-1115-515-30-40 Travel & Per Diem	5,000.00	9,100.00	14,100.00

001-1115-515-30-54 Books, Subscriptions & Memberships	6,000.00	(3,000.00)	3,000.00
001-1115-515-30-55 Educational Courses To record appropriation of Fund Balance to increase the funding for required certifications.	1,500.00	600.00	2,100.00
109-0000-271-00-00 Fund Balance-Better Jax Requesting moving funds to the General Fund from Better Jax to fund the construction of showers facility at the beach access before the season.	(1,431,339.94)	13,993.00	(1,417,346.94)
001-0000-389-10-00 Appropriated Fund Balance To record the transfer of funds to cover various expenses not included in the adopted budget.	(1,704,703.00)	(41,174.88)	(1,745,877.88)
441-0000-271-00-00 Retained Earnings To appropriate fund to purchase a dump truck necessary for Stormwater daily operations	(3,956,270.25)	68,460.00	(3,887,810.25)
441-0000-389-00-00 Appropriated Fund Balance To record the appropriation of funds to purchase F-350 dump truck.	-	(68,460.00)	(68,460.00)
510-5100-516-10-12 Regular Salaries	139,323.00	55,416.67	194,739.67
510-5100-516-10-21 FICA	10,947.00	4,239.38	15,186.38
510-5100-516-10-16 Paid Time Off	3,780.00	4,260.08	8,040.08
510-5100-516-10-22 Retirement Contributions	7,142.00	3,879.17	11,021.17
510-5100-516-10-23 Health Insurance	8,973.00	8,973.00	17,946.00
510-5100-516-10-25 Life Insurance	1,100.00	335.42	1,435.42

510-5100-516-10-24 Worker's Comp	245.00	94.50	339.50
50-0000-341-10-00 ITServices &Charges	(479,403.00)	(77,198.21)	(556,601.21)
001-1119-519-30-41 Communications Services	230,000.00	38,376.96	268,376.96
103-1110-569-30-41 Communications Services	2,100.00	980.75	3,080.75
401-1110-569-30-41 Other Current Charges	10,000.00	20,585.00	30,585.00
430-1110-569-30-41 Communications Services	-	10,741.87	10,741.87
441-1110-569-30-41 Communications Services	1,400.00	4,635.48	6,035.48
500-1110-569-30-41 Communications Services To record appropriation of additional salaries and benefits to fund Geographical Information System Specialist position.	3,500.00	1,877.43	5,377.43

VOTE RESULTS OF FIRST READING:

Mayor Corrine A. Bylund	YES
Vice Mayor Nia Livingston	YES
Councilor Josh Messinger	YES
Councilor Tim Horvath	YES
Councilor Brent Rogers	YES

Passed on First Reading this 18th day of February, 2025.

VOTE RESULTS OF SECOND READING:

Mayor Corrine A. Bylund
Vice Mayor Nia Livingston
Councilor Josh Messinger
Councilor Tim Horvath
Councilor Brent Rogers

Passed on Second and Final Reading this ____ day of _____, 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Paul Waters, City Attorney



Agenda Item #8D
Ord. No. 2025-04
Finance Committee

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Agenda Item # 8D - Ordinance 2025-04 (First Reading) AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE VII. BOARDS AND COMMISSIONS BY CREATING DIVISION 4. FINANCE AND AUDITOR SELECTION COMMITTEE; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	March 3, 2025
BACKGROUND:	Ordinance 2025-03 creates a Finance and Auditor Selection Committee to perform statutory duties as required by Section 218.391, Florida Statutes to establish specific auditor firm selection processes and procedures. The Finance and Auditor Selection Committee will also review and make recommendations regarding non-pension investment, debt or asset management strategies; recommend guidelines regarding the City's debt, investment and other financial management policies; and, consider financial matters, including appropriations; budgets; budgetary transfers; financial reporting, bonds; fiscal and investment policies.
RECOMMENDATION:	The Council should approve and conduct the first reading of Ordinance 2025-04.
ATTACHMENT(S):	Ordinance 2025-04

SPONSORED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2025-04

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE VII. BOARDS AND COMMISSIONS BY CREATING DIVISION 4. FINANCE AND AUDITOR SELECTION COMMITTEE; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article VII of the City of Neptune Beach's Code of Ordinances establishes Boards and Commissions; and

WHEREAS, it is the Intent of this Ordinance to create a Finance and Auditor Selection Committee to perform statutory duties as required by Section 218.391, Florida Statutes to establish specific auditor firm selection processes and procedures; and

WHEREAS, it is also the Intent of this Ordinance to create a Finance and Auditor Selection Committee to review and make recommendations regarding non-pension investment, debt or asset management strategies; recommend guidelines regarding the City's debt, investment and other financial management policies; and, consider financial matters, including appropriations; budgets; budgetary transfers; financial reporting, bonds; fiscal and investment policies; and,

WHEREAS, the Finance and Audit Committee shall be a special committee formed by members appointed by the Mayor and approved by the City Council and shall be advisory in nature.

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

SECTION 1. Chapter 2., Article VII 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):

ARTICLE VII. BOARDS AND COMMISSIONS AND COMMITTEES

DIVISION 1. GENERALLY

Sec. 2-411. Boards, and commissions and committees subject to certain laws.

Each board, and commission and committee is subject to the provisions of F.S. Chs. Chapters 119, 112 and 286, Florida Statutes (the Public Records Law, Code of Ethics for

Public Officers and Employees and the Government in the Sunshine Law, respectively.). Each prospective member of a board, ~~or~~ commission or committee of the city shall be provided with a copy or summary of ~~F.S. Chs.~~ F.S. Chs. Chapters 119, 112 and 286, Florida Statutes by the city clerk prior to the prospective member's acceptance of such nomination or appointment. Furthermore, each prospective member shall acknowledge receipt of these documents and shall acknowledge an understanding of the duties and responsibilities of such membership, as imposed by said laws, prior to confirmation of the prospective member by the council. The city clerk shall be designated as custodian of the records of the board, ~~and~~ commission and committee, who shall be responsible for safekeeping and administration according to ~~F.S. Chs. Chapters~~ 119, 112 and 286, Florida Statutes. ~~F.S. Ch. 119.~~

Sec. 2-412. Presiding officer of a board, ~~or~~ commission or committee.

In the event the chair and vice chair are absent from a meeting of a board, ~~or~~ commission or committee of the city, the members present will select a temporary chair for the duration of the absence of the chair or vice chair if a quorum is present.

DIVISION 4. FINANCE AND AUDITOR SELECTION COMMITTEE

Sec. 2-486. – Established.

A Finance and Auditor Selection Committee for the City of Neptune Beach, Florida, is hereby established as a Special Committee of the City Council to serve as the Auditor Selection Committee as required by Section 218.391, Florida Statutes and to provide other advisory purposes to the City Council and City staff. The Finance and Auditor Committee may be dissolved by a majority vote of City Council at any time, for any reason and members of the Committee serve at the will of the City Council and may be removed with or without cause by a majority vote.

Sec. 2-487. Composition, qualifications and terms of office.

- (a) The Finance and Auditor Selection Committee shall consist of three (3) members, one of whom shall be a member of the governing body, who shall serve as the committee Chair, the other members will be members of the public. All members of the Finance and Audit Committee shall be appointed by the Mayor and confirmed by the City Council. The two members of the public shall have backgrounds in accounting, banking, business, and/or finance.
- (b) The terms of members of the Finance and Auditor Selection Committee shall be for two years. Members may be reappointed by the Mayor for one additional consecutive two-year term.
- (d) All members of the Finance and Auditor Selection Committee shall serve without compensation.

- (e) Whenever vacancies occur, a person qualified shall be appointed by the Mayor and approved by the City Council to fill such vacancies for the unexpired term.
- (f) An employee, a chief executive officer, or a chief financial officer of the City may not serve as a member of the Finance and Auditor Selection Committee; however, they may serve in an advisory capacity.

Sec. 2-488. Meetings.

The Finance and Auditor Selection Committee shall hold at least one meeting per month or any time otherwise deemed necessary by the Finance and Auditor Selection Committee or as directed by the City Council. Meetings of the Finance and Auditor Selection Committee shall be conducted during normal office hours (between the hours of 8:00 a.m. and 5:00 p.m.). Meetings of the Finance and Auditor Selection Committee shall be held in City Hall unless it is necessary to change locations for providing public access and previous notice is properly published. Members of the Finance and Auditor Selection Committee are expected to attend each committee meeting in person. More than three unexcused absences in a rolling twelve-month period shall be grounds for removal for cause. All meetings of the Finance and Auditor Selection Committee shall be publicly noticed and an agenda shall be published at least five days prior to the meeting. The City Clerk or their designee shall record audio of the meetings and shall prepare meeting minutes.

Sec. 2-489. Powers and Duties

1. Primary Purpose. The primary purpose of the Finance and Auditor Selection Committee is to serve as the Auditor Selection Committee as required by Section 218.391, Florida Statutes. The Finance and Auditor Selection Committee shall fully comply with the requirements of Section 281.391, Florida Statutes in addition to its other duties and responsibilities enumerated herein.

- (a) **RFP for Auditor:** In its capacity as the Auditor Selection Committee, the Finance and Auditor Selection Committee shall:
 - i. Establish factors to be used on the Request For Proposal (RFP) for the evaluation of audit services to be provided by an auditing firm.
 - ii. Publicly announce the RFP.
 - iii. Provide interested firms with the RFP.
 - iv. Evaluate proposals provided by qualified firms.
 - v. Rank and recommend in order of preference of no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. If fewer than three (3) firms respond to the RFP, the committee shall recommend such firms as it deemed to be the most qualified.

- (b) **Results of Audit.** The auditors engaging in conducting the annual financial audit shall report the results of the audit directly to the Finance and Audit Committee. The Finance and Audit Selection Committee shall present the results of the audit together with any recommendation, if applicable, to the City Council. The Committee shall:
- i. Review, evaluate, and establish internal controls and adequate management process and make recommendations, as necessary, for improvement.
 - ii. Review the Management letter that is required to be submitted as a part of the audit report.
 - iii. Develop a process for identifying and recommending what may be needed to improve the auditor's performance.
 - iv. The Finance Director and other relevant staff are responsible to implement corrective action related to audit findings, but the Finance and Auditor Selection Committee should be responsible for monitoring management's implementation.

2. Other Powers and Duties. The powers and duties of the Finance and Auditor Selection Committee beyond what are mandated by Section 218.391, Florida Statutes are advisory in nature and any recommendations are subject to final approval of the City Council. In addition to those other duties described herein, the Finance and Auditor Selection Committee may also serve other oversight purposes and the Committee shall at a minimum:

- (a) Review proposals for the issuance of debt by the City and make recommendations concerning those proposals to the City Council;
- (b) Make recommendations to the City Council concerning the appointment and compensation of bond counsel, investment advisors and underwriting firms that may be used by the City, and to oversee the work performed by these individuals and firms on behalf of the City;
- (c) Meet with and request information from City staff, independent auditors and advisors or outside counsel, as necessary to perform the duties of the Finance and Auditor Selection Committee;
- (d) Review proposals relating to the repayment of debt or other long-term financing arrangements by the City;
- (e) Review and make recommendations to the City Council regarding any proposed procurements submitted to the Finance and Auditor Selection Committee by the City's Chief Financial Officer or City Manager;
- (f) Review the effectiveness of the City's various financial policies and strategies and make recommendations as appropriate to the City Council;

- (g) Upon approval of the City Council, the Finance Committee may retain the services of outside legal counsel, Financial Advisor and an Investment Consultant to assist in the performance of its functions;
- (h) Monitor and ensure financial reporting and compliance;
- (i) Review budget amendments and submit recommendations to the City Council; and,
- (j) Prepare an annual report and recommendations to the City Council as more fully described herein.

Sec. 2-490. Annual Report and Recommendations to the City Council

The Finance and Auditor Selection Committee shall prepare an annual report for submission to the City Council at least 45 days prior to the City Council's adoption of the annual budget. The annual report shall at least contain those items listed in this Section. The City Council may request periodic reports on specific items more frequently than annually including:

- (a) A self-evaluation of its performance of its duties, including its effectiveness and compliance with its responsibilities herein;
- (b) A review and recommended changes to the City's fee schedules;
- (c) A review of the scope and terms of the City's insurance policies and liability coverage;
- (d) Recommendations concerning the level of debt and nature of debt incurred by the City;
- (e) Review the City's proposed annual operating budget as presented by the City's Chief Financial Officer or City Manager for the upcoming fiscal year;
- (f) A report on the City's compliance with its adopted budget during the fiscal year (actual verses estimated budget);
- (g) Review of the City's investments and evaluation of of assets;
- (h) Address risk management areas;
- (i) A review and recommendations regarding the financial policies and procedures of the City;
- (j) Review the financial aspects of major proposed transactions, significant expenditures, new programs and services, as well as proposals to discontinue programs or services and making action recommendations to the City Council; and

- (k) Any other financial matter related to the City that the Finance and Auditor Selection Committee deems appropriate and necessary for review and presentation to the City Council.

SECTION 2: 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 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

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

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

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING: (Date _____)

Mayor Corrine A. Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

VOTE RESULTS OF SECOND READING: (Date _____)

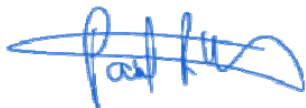
Mayor Corrine Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney



**Agenda Item #10A
BTC - Stormwater Force
Main Design**

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

AGENDA ITEM:	Beaches Town Center – Stormwater Force Main Design Services
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 24, 2025
BACKGROUND:	The pumping rate of the existing stormwater pump station in Beaches Town Center is currently limited by the gravity system to which it discharges. During heavy rains in 2024, standing stormwater overtopped curbs at Atlantic Boulevard and 1st Street. This proposal would design an extension of the pump station’s force main, moving the discharge point to the drainage ditch on the west side of 3rd Street thereby removing the current restriction in pumping rate. Further, forthcoming environmental regulatory changes make it advantageous to obtain a permit by the end of calendar 2025. Jones Edmunds, a current continuing services engineering firm for the city, has previously created stormwater models for City of Neptune Beach and City of Atlantic Beach. Tasks in this proposal include: • Modeling and route verification • Data Collection • 30% Design • 90% Design • Permitting A 90% cost estimate will be brought to Council for consideration in moving to specification development, bid phase and construction support services. Jones Edmunds has provided a scope of services fee on a time and materials basis of \$83,875.20.
BUDGET:	Budget report on 2/24/25 indicates an FY25 budget for Stormwater – Improvements Not Buildings (441-1441-541-60-63) of \$1,641,485.00 with a Budget Available of \$1,632,515.00.
RECOMMENDATION:	Award to Jones Edmunds in the amount of \$83,875.20
ATTACHMENT:	Proposal from Jones Edmunds

February 19, 2025

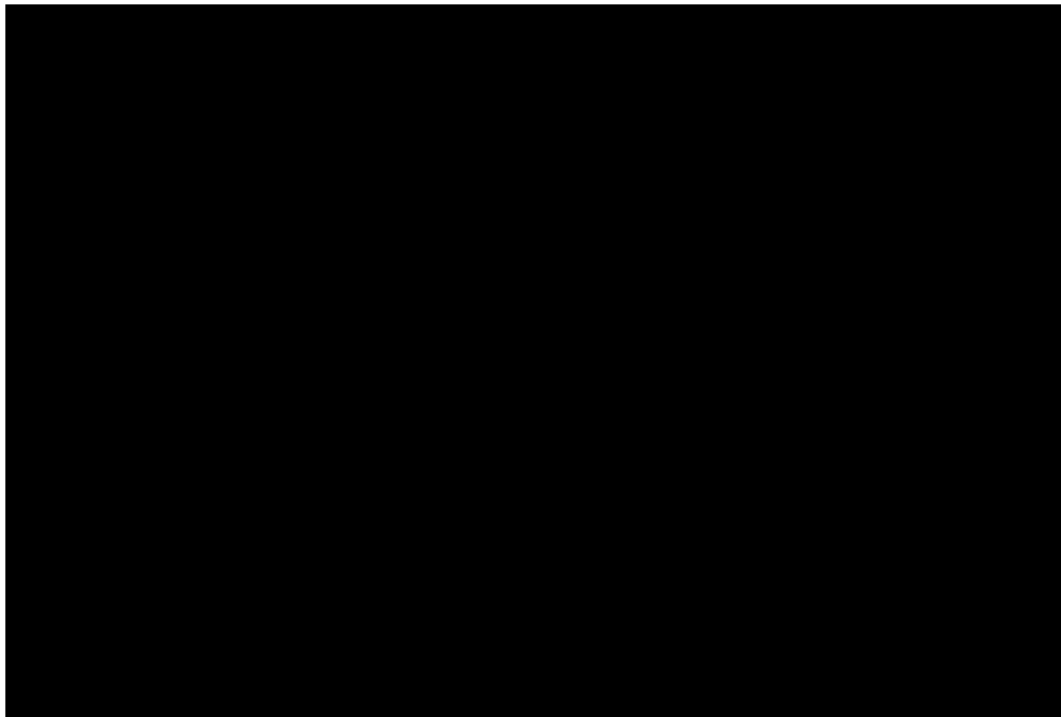
Deryle Calhoun, Jr., PE
Public Works Director
City of Neptune Beach
2010 Forest Avenue
Neptune Beach, Florida 32266

RE: City of Neptune Beach
Lemon Street Stormwater Force Main Extension – Scope of Services
Contract No.: CONB RFQ 2021-04
Jones Edmunds Opportunity No.: 95460-407-24

Dear Mr. Calhoun:

Jones Edmunds is pleased to continue serving the City of Neptune Beach with professional engineering services regarding drainage improvements in the Beaches Town Center. The project consists of a stormwater force main (FM) extension to improve discharge conditions of the stormwater pump station (PS) near Atlantic Boulevard and Midway Street. Currently, the 2-inch FM is discharging to an inlet at [REDACTED], which shuts off the PS at a high-water level. Figure 1 shows that the goal is to extend the FM approximately [REDACTED] linear feet (LF) west to a stormwater ditch to discharge through the existing headwall and reduce flow restrictions.

Figure 1 Map of Proposed Extension



This Scope of Services is based on discussions between Jones Edmunds and the City and includes the professional engineering activities associated with preparing design documents suitable for permitting the improvements.

SCOPE OF SERVICES

TASK 1 MODELING AND ROUTE VERIFICATION

Jones Edmunds will use data from the Interconnected Channel and Pond Routing (ICPR) model to hydraulically model the length and size of the FM to minimize impacts at the existing stormwater PS. The pump make, model, and impeller for the PS are assumed to be provided by the City of Atlantic Beach or Neptune Beach. The route verification will use available geographic information system (GIS) data while survey is being performed. This task includes a pre-coordination meeting with the Florida Department of Transportation (FDOT) since the proposed route crosses 3rd Street (A1A).

Jones Edmunds will perform the following to complete this task:

- Perform a site visit to evaluate the proposed route.
- Verify the hydraulic model size and location.
- Review available GIS data such as existing FM layers, City parcel data, recent high-resolution aerial imagery, and light detection and ranging (LiDAR) elevation data.
- Develop 10-percent preliminary design-level GIS figures of the proposed route indicating the recommended side of the road for the pipeline.
- Identify potential conflicts and roadway crossings requiring trenchless installation by horizontal directional drilling (HDD) or jack-and-boring.

Deliverables: Jones Edmunds will submit a draft final proposed route map in PDF format to the City for review and comment. We will address City comments and deliver a final proposed route plan layout in pdf format. Project meetings will be attended as needed.

TASK 2 DATA COLLECTION

2.1 SURVEYING

Jones Edmunds will contract with DRMP (who acquired Geomatics), the surveyor on the Jones Edmunds team for the professional services agreement dated October 28, 2021, to perform a topographic/location survey within the limits of the proposed FM route in support of the design. The survey will include a topographic survey and Subsurface Quality Level B (utility designation) at the [REDACTED] intersection where the forcemain will cross FDOT's rights-of-way. Survey data will also be collected for the proposed drill pit locations once the route and drilling plan has been established.

Deliverables: Topographic Survey – signed-and-sealed digital PDF files and AutoCAD digital files.

2.2 GEOTECHNICAL SERVICES

Jones Edmunds will contract with Meskel & Associates Engineering, PLLC (MAE) to perform geotechnical investigations along the route of the proposed FM route. The geotechnical investigation is expected to include the following:

- Advance one soil penetration test (SPT) boring 20 feet, and two SPT borings 35 feet below land surface along the FM route.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent soil fines passing the No. 200 sieve determinations, natural moisture content determinations, and corrosion series tests.

The subsurface investigation will occur once we have the approved preliminary design in place, and borings will be conducted at the selected locations along the proposed route.

Deliverables: One paper copy and one electronic PDF copy of the final geotechnical report.

TASK 3 30% DESIGN

Jones Edmunds will provide the following 30% design and engineering services prior to the collection of the topographic survey; this will include developing the detailed Design Drawings. The Drawings will use Jones Edmunds' presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our Fee Estimate. The FM plan sheets will be prepared at the following scale:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch) and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C sheets	Force Main Plans
C sheets	Force Main Profile (Trenchless Installation)
D-sheets	Civil and Utility Details
SWPPP sheets	Erosion and Sedimentation Control Plan, Notes, and Details

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting with the City to discuss and obtain the City's comments. Changes agreed to at the meeting will be incorporated into the 90% Submittal documents.

Deliverables: One electronic PDF copy of the 30% design drawings and the design review meeting minutes will be provided to the City.

TASK 4 90% DESIGN

Jones Edmunds will prepare a 90% Design Submittal to the City for review and comment. The 90% Design Submittal will present the proposed complete design pending the City's comments and will include Drawings, Maintenance of Traffic (MOT) Design, Front-End Documents, Technical Specifications, an Engineer's Opinion of Probable Construction Cost (EOPCC), and permit application packages.

The EOPCC accuracy range will be up to a Level 5 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Level 1 being the highest level of definition and Level 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting with the City to discuss and obtain the City's comments. Changes agreed to at the meeting that are required for permitting purposes will be incorporated into the Permit Submittal documents. Addressing any City's comments related to preparing Bid Documents is excluded from the scope of Services.

Deliverables: One electronic PDF copy of the 90% Drawings, draft permit application, EOPCC, and meeting minutes to the City.

TASK 5 PERMITTING

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the 90% Design Submittal.

The St. Johns River Water Management District (SJRWMD) and the Florida Department of Transportation (FDOT) need to review the project and issue exemptions/permits. The Design Team will schedule and attend a pre-application meeting with SJRWMD and FDOT to discuss the project concepts and confirm permitting requirements.

The Design Team will use the 90% Design Drawings to prepare the permit applications to SJRWMD and FDOT. We will prepare the permit documents for the City's signature and submit the permit applications.

City Responsibility: The City will sign the permit applications and reimburse the permitting fees.

Deliverables:

- SJRWMD Permit Exemption or Environmental Resource Permit general permit application package.
- FDOT Utility Permit application package.

Up to one Request for Additional Information (RAI) response to each agency submittal above is included. Permit fees are included in the Fee Estimate as an allowance on a time-and-materials basis. A SJRWMD individual permit is not included in this scope. If wetlands are impacted by project construction, a Section 404 General Permit may be required. A Section 404 General Permit is not included in this Scope and Fee based on desktop reconnaissance.

Deliverables: As required for permit submission, Jones Edmunds will provide hard copy and electronic PDF copies of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the regulatory agencies. Electronic and hardcopies of all fully executed permits, issued by the regulatory agency, will be provided to the City.

SCHEDULE

This Task Assignment shall commence upon receipt of a Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the City. Jones Edmunds will meet with the City at the beginning of the project to determine a reasonable schedule.

We expect to hold pre-application meetings with SJRWMD and FDOT before April to provide the permit submittals by August.

COMPENSATION

Based on this Scope of Services, the City will compensate Jones Edmunds on a time-and-materials basis for a total not-to-exceed fee of \$83,875.20. A detailed Fee Estimate is included in attachment A. The expected hours listed in the attached Fee Estimate are intended as documentation and justification for the total cost of the project. Fees may shift between tasks. Deviations or changes in the hours shall not be a reason for nonpayment if the total project cost has not been exceeded.

Task	Fee
Task 1 – Modeling and Route Verification	\$11,720.80
Task 2 – Data Collection	\$44,201.80
Task 3 – 30% Design	\$8,280.40
Task 4 – 90% Design	\$8,600.20
Task 5 – Permitting	\$11,072.00
TOTAL	\$83,875.20

PROPOSAL CLARIFICATIONS

The following clarifications are exclusions or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a Contract amendment. This proposal is valid for up to 60 calendar days.

- Groundwater modeling is excluded.
- Modifications or upgrades to the pump station including but not limited to pump selection are excluded.
- Ownership or easement issues including but not limited to Lemon Street shared ownership are excluded.
- Public outreach and private stakeholder coordination are excluded.
- Tree mitigation, landscape design, and irrigation are excluded.
- Modifications to the stormwater ditch including but not limited to retaining wall, regrading, or structural design are excluded.
- No new connections or impervious areas will be added to the proposed stormwater FM.
- The project schedule and fees are based on the design and permitting of the entire route. Changes to the route may require additional schedule or fee based on the project status at the time of the change.
- The project schedule and fees are based on the City bidding the project as one set of Bid Documents. If the City chooses to complete the project in segments, modifications to the schedule and additional fees may be required.
- The project will not require modifications to existing roads.
- Wetland mitigation, design, and permitting are excluded from this Scope of Services.
- Archaeological and/or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- The project includes no known areas that are contaminated by low-molecular-weight petroleum products or hazardous materials.
- Endangered species survey are excluded from this Scope of Services. We understand that the City will contract directly with a local company for these services if necessary.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- The City will complete any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- A City ordinance variance request will be handled by the City and is excluded from this Scope of Services.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- Preparing Bid Documents and Specifications, Bidding Services Construction Administration Assistance and Limited Observation Services are excluded from this Scope of Services. A separate scope and fee document can be provided for these services in the future if requested by the City.

If you have any questions or comments, please contact me at (904) 744-5401 or jhirneise@jonesedmunds.com.

Sincerely,



Jarrod Hirneise, PE
Department Manager
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256

Y:\03940-City of Neptune Beach\Opportunities\2024\95460-407-
24_StormwaterForceMainExtension\StormwaterFMExtension_RY24_SOW.docx

Attachment: Fee Estimate

Fee Estimate

JonesEdmunds Project Name: Lemon St. Stormwater Force Main Extension Client: The City of Neptune Beach Opportunity Number: 95460-407-24		Project Fee Estimate								General Engineering Continuing Contract - CONB RFQ 2021-04				
		Staffing Plan												
		Sr. Project Manager	Project Officer QA	Sr. Engineer	Engineer Intern	Construction Administrator	CADD Designer	Const Proj Coordinator	Sr. Admin. Assistant					
		\$234.60	\$255.00	\$234.60	\$105.00	\$145.60	\$109.20	\$78.00	\$98.80					
Task No.	Task Description	Hours								Labor Hours	Direct Labor	Expenses	Subconsultant Effort	Total Fee
1	Modeling and Route Verification													
	Hydraulic Modeling	2	2	6	16				4	30	\$ 4,462.00			\$ 4,462.00
	Kickoff Meeting and Site Visit	4		4	4					12	\$ 2,296.80	\$ 500.00		\$ 2,796.80
	10% Level GIS Design	4	2	4	16				4	30	\$ 4,462.00			\$ 4,462.00
	Subtotal	10	4	14	36	0	0	0	8	72	\$ 11,220.80	\$ 500.00	\$ -	\$ 11,720.80
2	Data Collection													
	Topographic and Subsurface Utility Engineering Level B	4								4	\$ 938.40		\$ 27,325.00	\$ 28,263.40
	Geotech	4								4	\$ 938.40		\$ 15,000.00	\$ 15,938.40
	Subtotal	8	0	0	0	0	0	0	0	8	\$ 1,876.80	\$ -	\$ 42,325.00	\$ 44,201.80
3	30% Design													
	Drawings	4	2	6	16		32			60	\$ 8,030.40	\$ 250.00	\$ -	\$ 8,280.40
	Subtotal	4	2	6	16	0	32	0	0	60	\$ 8,030.40	\$ 250.00	\$ -	\$ 8,280.40
4	90% Design													
	Drawings	4	2	4	12		24			46	\$ 6,267.60	\$ 250.00	\$ -	\$ 6,517.60
	EOPCC	2	1	4	4					11	\$ 2,082.60		\$ -	\$ 2,082.60
	Subtotal	6	3	8	16	0	24	0	0	57	\$ 8,350.20	\$ 250.00	\$ -	\$ 8,600.20
5	Permitting													
	SJRWMD	2		12	24				4	42	\$ 6,199.60		\$ -	\$ 6,199.60
	FDOT	2		8	8	2			4	24	\$ 3,872.40		\$ -	\$ 3,872.40
	Permit Fee Allowance									0	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
	Subtotal	4	0	20	32	2	0	0	8	66	\$ 10,072.00	\$ 1,000.00	\$ -	\$ 11,072.00
	Total	32	9	48	100	2	56	0	16	263	\$ 39,550.20	\$ 2,000.00	\$ 42,325.00	\$ 83,875.20



**Agenda Item #10B Second
Amendment Consent Order**

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

AGENDA ITEM:	Florida Department of Environmental Protection Second Amended Consent Order 20-0773
SUBMITTED BY:	City Manager Richard Pike Public Works Director Deryle Calhoun, P.E.
DATE:	February 26, 2025
BACKGROUND:	CONB has an active consent order with the Florida Department of Environmental Protection (FDEP) for violation of its water reclamation facility permit primarily with respect to Total Nitrogen (TN) and Total Phosphorus (TP). The original consent order was executed on August 11, 2020, and first amended on March 9, 2023, regarding violations from March 2020 to December 2022. This Second Amended Consent Order covers violations from September 2022 to January 2024. Following completion of extensive projects, including a return of Plant 2 to service in March 2024, the facility has returned to compliance with Consent Order interim limits for TN and TP. Permit compliance for TP was achieved in December 2024 and TP should occur in March 2025. Penalties assessed for this Consent Order include \$18,000 for civil penalties, \$5,000 for stipulated penalties required by the first amended consent order, and \$750.00 for costs and expenses incurred by the Department for a total of \$23,750.00. In lieu of making cash payment for civil and stipulated penalties (\$23,000), an in-kind penalty project, which must be approved by FDEP, may be undertaken. The value of the in-kind penalty project must be one and a half times the civil penalty. Total for this option would be \$27,000.00 plus \$750 for a total of \$27,750.00. Public Works is proposing an in-kind penalty project, such as purchase of sanitary sewer camera equipment.
BUDGET:	- As of 2.26.25 Sewer Operations 401-4335-535-30-46 Repair and Maintenance FY25 Current Budget = \$285,000.00 with Available = \$188,536.56 - If equipment is purchased, capital budget would be utilized
RECOMMENDATION:	Approval of up to \$27,750.00 to Florida Department of Environmental Protection in settlement of Second Amended Consent Order
ATTACHMENT:	Second Amended Consent Order 20-0773



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

February 25, 2025

Sent electronically to: cop@nbfl.us

Richard Pike, City Manager
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

SUBJECT: Department of Environmental Protection v. City of Neptune Beach
OGC File No. 20-0773
Facility ID No. FL0020427
Duval County

Dear Mr. Calhoun:

Enclosed is the Consent Order to resolve the issues in the subject OGC File. Please review the Consent Order and, if you find it acceptable, sign and return the original document to this office within 14 days of receipt.

If you wish to modify the Consent Order, please respond to this office in writing within 14 days, explaining your concerns including any proposed changes.

If you have any questions concerning the Consent Order, please contact Tom Kallemeyn, at (904) 256-1616, or at thomas.kallemeyn@floridadep.gov. Your continued cooperation in the matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "TG Kallemeyn".

Thomas G. Kallemeyn
Assistant Director

ec: FDEP-NED: Joni Petry, Herndon Sims, Conor Lucey, Sarah Harris
Deryl Calhoun, Dcalhoun@nbfl.us; Troy King, tking@nbfl.us

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)
OF ENVIRONMENTAL PROTECTION)

V.

CITY OF NEPTUNE BEACH

IN THE OFFICE OF THE
NORTHEAST DISTRICT

OGC FILE NO. 20-0773

SECOND AMENDED CONSENT ORDER

This Second Amended Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Neptune Beach (Respondent) to reach settlement of certain matters at issue between the Department and Respondent. The Department and Respondent originally entered into a Consent Order on August 11, 2020 (the “Original Order”). The Department and Respondent entered into an Amended Consent Order (the “First Amended Order”) on March 9, 2023. Now, this Amended Consent Order shall replace the First Amended Order.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Neptune Beach WWTF, consisting of two biological treatment plants with ability to discharge up to 1.50 MGD annual average daily flow to the St. Johns River (a Class III water) and/or 0.999 MGD annual average daily flow to slow rate public access reuse system (Facility). The Facility is operated under Wastewater Permit No. FL0020427 (Permit), which was issued on May 1, 2019, and will expire on April 30, 2024. The Facility is located at 2010 Forest Avenue, in Duval

County, Florida, 32266, in Duval County, Florida (Property). Respondent owns the Property on which the Facility is located.

4. Under the original Order executed on August 11, 2020, the Department finds that the following violation(s) occurred between February 2018 and January 2020 for Total Nitrogen (TN) as shown in Table 1, below:

Table 1: Total Nitrogen Exceedances of the Maximum

Monitoring Group	Date	Description	Result	Limit	Statistical Base
D-001	2/28/2018	Total Nitrogen	13940	13599	Annual Total
D-001	3/31/2018	Total Nitrogen	14091	13599	Annual Total
D-001	4/30/2018	Total Nitrogen	13798	13599	Annual Total
D-001	4/30/2019	Total Nitrogen	13653	13599	Annual Total
D-001	5/31/2019	Total Nitrogen	14704	13599	Annual Total
D-001	6/30/2019	Total Nitrogen	15707	13599	Annual Total
D-001	7/31/2019	Total Nitrogen	16231	13599	Annual Total
D-001	8/31/2019	Total Nitrogen	16710	13599	Annual Total
D-001	9/30/2019	Total Nitrogen	13599	13599	Annual Total
D-001	10/31/2019	Total Nitrogen	16922	13599	Annual Total
D-001	11/30/2019	Total Nitrogen	17776	13599	Annual Total
D-001	12/31/2019	Total Nitrogen	18541	13599	Annual Total
D-001	1/31/2020	Total Nitrogen	18672	13599	Annual Total
D-001	2/29/2020	Total Nitrogen	18719	13599	Annual Total

a. Respondent was ordered to submit a compliance plan (Plan) to meet final effluent limits for Total Nitrogen and all other parameters as specified in the Permit. The draft Plan of Action was submitted on March 31, 2021 and was approved.

b. In lieu of paying the administrative penalty of \$2,000, Respondent was approved for an in-kind project to construct a 750 linear foot, 6" forcemain extension. The in-kind project was completed on October 20, 2020. The total cost of the project was \$21,436.04.

c. Respondent was also required to comply with the TN interim limit as noted in Table 2, below:

Table 2: TN Interim Limit

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Nitrogen	lbs./yr	19,000	Monthly	Calculated	Annual Total

d. Stipulated penalties were assessed for the following TN interim limit violations:

Table d.1 - Date assessed: November 2, 2021; Date paid: December 2, 2021

Date	Interim Limit (lbs/yr)	Result (lbs/yr)	Penalty Amount (\$)
9/30/2021	19,000	24,020	100.00
8/31/2021	19,000	22,442	100.00
7/31/2021	19,000	21,587	100.00
6/30/2021	19,000	20,063	100.00
5/31/2021	19,000	19,167	100.00
		Total:	\$500.00

Table d.2 - Date assessed: May 27, 2022; Date paid: August 25, 2022

Date	Interim Limit (lbs/yr)	Result (lbs/yr)	Penalty Amount (\$)
4/30/2022	19,000	26,134	100.00
3/30/2022	19,000	25,079	100.00
2/28/2022	19,000	25,440	100.00
1/31/2022	19,000	23,952	100.00
12/31/2021	19,000	23,310	100.00
11/30/2021	19,000	23,686	100.00
10/31/2021	19,000	24,298	100.00

Date	Interim Limit (lbs./yr)	Result (lbs./yr)	Penalty Amount (\$)
		Total:	\$700.00

Table d.3 - Date assessed: November 11, 2022; Date paid: November 17, 2022

Date	Interim Limit (lbs./yr.)	Result (lbs./yr.)	Penalty Amount (\$)
9/30/2022	19,000	29,845	100.00
8/31/2022	19,000	30,474	100.00
7/31/2022	19,000	30,498	100.00
6/30/2022	19,000	30,241	100.00
5/31/2022	19,000	28,009	100.00
		Total:	\$500.00

Table d.4 - Date assessed: April 14, 2023; Date paid: June 15, 2023

Date	Interim Limit (lbs./yr.)	Result (lbs./yr.)	Penalty Amount (\$)
2/28/2023	19,000	29,319	100.00
1/31/2023	19,000	30,277	100.00
12/31/2022	19,000	31,083	100.00
11/30/2022	19,000	30,402	100.00
10/31/2022	19,000	29,478	100.00
		Total:	\$500.00

e. Respondent was required to complete all corrective actions under this Order by August 11, 2022.

5. The First Amended Order was executed on March 9, 2023, for violations of Total Nitrogen (TN) and Total Phosphorus (TP) permit/interim limits as noted in the tables below:

a. Between March 2020 and August 2020, permit limit exceedances occurred for Total Nitrogen as shown in Table 3, below:

Table 3: Total Nitrogen Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Statistical Base
D-001	3/31/2020	Total Nitrogen	18,033	13599	Annual Total
D-001	4/30/2020	Total Nitrogen	17,826	13599	Annual Total
D-001	5/31/2020	Total Nitrogen	16,975	13599	Annual Total
D-001	6/30/2020	Total Nitrogen	16,045	13599	Annual Total
D-001	7/31/2020	Total Nitrogen	15,267	13599	Annual Total
D-001	8/31/2020	Total Nitrogen	15,090	13599	Annual Total

b. Between May 2021 and December 2022, interim limit exceedances occurred for Total Nitrogen as shown in Table 4, below:

Table 4: Total Nitrogen Interim Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	5/31/2021	Total Nitrogen	19,167	19,000	lbs./yr	Annual Total
D-001	6/30/2021	Total Nitrogen	20,063	19,000	lbs./yr	Annual Total
D-001	7/31/2021	Total Nitrogen	21,587	19,000	lbs./yr	Annual Total
D-001	8/31/2021	Total Nitrogen	22,442	19,000	lb/yr	Annual Total
D-001	9/30/2021	Total Nitrogen	24,020	19,000	lb/yr	Annual Total
D-001	10/31/2021	Total Nitrogen	24,298	19,000	lb/yr	Annual Total
D-001	11/30/2021	Total Nitrogen	23,686	19,000	lb/yr	Annual Total
D-001	12/31/2021	Total Nitrogen	23,310	19,000	lb/yr	Annual Total
D-001	1/31/2022	Total Nitrogen	23,952	19,000	lb/yr	Annual Total
D-001	2/28/2022	Total Nitrogen	25,307	19,000	lb/yr	Annual Total

D-001	3/31/2022	Total Nitrogen	24,947	19,000	lb/yr	Annual Total
D-001	4/30/2022	Total Nitrogen	26,002	19,000	lb/yr	Annual Total
D-001	5/31/2022	Total Nitrogen	28,009	19,000	lb/yr	Annual Total
D-001	6/30/2022	Total Nitrogen	30,241	19,000	lb/yr	Annual Total
D-001	7/31/2022	Total Nitrogen	30,498	19,000	lb/yr	Annual Total
D-001	8/30/2022	Total Nitrogen	30,474	19,000	lb/yr	Annual Total
D-001	9/30/2022	Total Nitrogen	29,845	19,000	lb/yr	Annual Total
D-001	10/31/2022	Total Nitrogen	29,478	19,000	lb/yr	Annual Total
D-001	11/30/2022	Total Nitrogen	30,403	19,000	lb/yr	Annual Total
D-001	12/31/2022	Total Nitrogen	30,612	19,000	lb/yr	Annual Total

c. Between May 2022 and July 2022, permit limit exceedances occurred for Total Phosphorous as shown in Table 5, below.

Table 5: Total Phosphorous Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	5/31/2022	Total Phosphorous	4,231	4,015	lb/yr	Annual Total
D-001	6/30/2022	Total Phosphorous	4,060	4,015	lb/yr	Annual Total
D-001	7/31/2022	Total Phosphorous	4,149	4,015	lb/yr	Annual Total

d. During the period of April 17, 2021 and May 24, 2021, the facility failed to maintain a lead wastewater operator with a Class B license or higher. The wastewater operator staffing non-compliance was resolved on May 25, 2021, and the facility has since properly maintained the required wastewater operator staff.

e. Respondent was also required to comply with the following TN and TP interim limits in tables 6 and 7 below and shall be in full compliance by April 1, 2024.

Table 6: Second Interim Limit at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Nitrogen	lb/yr	36,584	Monthly	Calculated	Annual Total

Table 7: Interim Limit at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Phosphorous	lb/yr	5,147	Monthly	Calculated	Annual Total

f. Respondent also agreed to pay stipulated penalties in the amount of \$500.00 per occurrence when the facility exceeds the interim limits as shown in table 6 and 7 above.

6. This Second Amended Consent Order hereby amends and replaces the First Amended Order to address Total Nitrogen, Total Phosphorus, BOD, Carbonaceous 5 day, 20C, CBOD, % Removal, 5-day, Coliform, Fecal, Enterococci, Chlorine, Total Residual, Oxygen, Dissolved (DO), Solids, Total Suspended, Solids, Total Suspended, % Removal, Copper, Total Recoverable, Flow, and Toxicity (IC25 Statre 7day Chr Mendia and IC25 Statre 7day Chr Mysid Bahia) between September 2022 to January 2024. The Department finds that the exceedances listed in the tables below are in violation of Rules 62-4.160 and 62-600.410(1), Fla. Admin. Code.

a. Stipulated penalties were assessed for the TN violations in Table 8, below under the Original Consent Order and was paid on June 15, 2023:

Table 8: Total Nitrogen Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	1/31/2023	Total Nitrogen	30,277	19,000	lb/yr	Annual Total
D-001	2/28/2023	Total Nitrogen	29,318.5	19,000	lb/yr	Annual Total

b. Stipulated penalties shall be assessed for the TN and TP violations in Table 9 below under requirements of the First Amended Consent Order:

Table 9: TN and TP Interim Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	10/31/2023	Total Nitrogen	43,488	36,584	lb/yr	Annual Total
D-001	11/30/2023	Total Nitrogen	38,584	36,584	lb/yr	Annual Total
D-001	12/31/2023	Total Nitrogen	46,768	36,584	lb/yr	Annual Total
D-001	01/31/2024	Total Nitrogen	53,572.8	36,584	lb/yr	Annual Total
D-001	02/23/2024	Total Nitrogen	55864.5	36,584	lb/yr	Annual Total
D-001	03/31/2024	Total Nitrogen	5628.2	36,584	lb/yr	Annual Total
D-001	04/30/2024	Total Nitrogen	53434.4	36,584	lb/yr	Annual Total
D-001	05/31/2024	Total Nitrogen	49896.1	36,584	lb/yr	Annual Total
D-001	06/30/2024	Total Nitrogen	46391.6	36,584	lb/yr	Annual Total
D-001	07/31/2024	Total Nitrogen	41572.3	36,584	lb/yr	Annual Total
D-001	08/31/2024	Total Nitrogen	38370.9	36,584	lb/yr	Annual Total
D-001	12/31/2023	Total Phosphorous	5898	5,147	lb/yr	Annual Total
D-001	01/31/2024	Total Phosphorous	6231.41	5,147	lb/yr	Annual Total
D-001	02/29/2024	Total Phosphorous	6159.8	5,147	lb/yr	Annual Total
D-001	03/31/2024	Total Phosphorous	6357.9	5,147	lb/yr	Annual Total
D-001	04/30/2024	Total Phosphorous	6486.4	5,147	lb/yr	Annual Total
D-001	06/30/2024	Total Phosphorous	6387.3	5,147	lb/yr	Annual Total
D-001	07/31/2024	Total Phosphorous	5691.7	5,147	lb/yr	Annual Total
D-001	08/30/2024	Total Phosphorous	5306.5	5,147	lb/yr	Annual Total

c. Between July 2023 and December 2023, permit limit exceedances occurred for BOD, Carbonaceous 5 day, 20C and CBOD, % Removal, 5-day as shown in Table 10, below:

Table 10: BOD, Carbonaceous Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	7/31/2023	BOD, Carbonaceous 5 day, 20C	208	60	mg/L	Maximum
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	72	60	mg/L	Maximum
D-001	7/31/2023	BOD, Carbonaceous 5 day, 20C	106.5	25	mg/L	Monthly Average
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	51.5	25	mg/L	Monthly Average
D-001	12/31/2023	BOD, Carbonaceous 5 day, 20C	45	25	mg/L	Monthly Average
D-001	7/31/2023	BOD, Carbonaceous 5 day, 20C	106.5	40	mg/L	Weekly Average
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	42	40	mg/L	Weekly Average
D-001	12/31/2023	BOD, Carbonaceous 5 day, 20C	45	40	mg/L	Weekly Average
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	42	20	mg/L	Annual Average
D-001	12/31/2023	BOD, Carbonaceous 5 day, 20C	45	20	mg/L	Annual Average
D-001	7/31/23	CBOD, % Removal, 5-day	83.6	85	Percent	Mon. Avg. Min.

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	7/31/23	CBOD, % Removal, 5-day	71.64	85	Percent	Mon. Avg. Min.
D-001	7/31/23	CBOD, % Removal, 5-day	22.65	85	Percent	Mon. Avg. Min.

e. Between April 2023 and July 2024 permit limit exceedances occurred for Fecal Coliform as shown in Table 11, below:

Table 11: Fecal Coliform Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	4/30/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	8/31/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	10/31/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	11/30/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	01/31/2024	Coliform, Fecal	1683	800	#/100 ml	Maximum
D-001	7/31/2023	Coliform, Fecal	496.8	200	#/100 ml	Monthly Geometric Mean
D-001	8/31/2023	Coliform, Fecal	1516	200	#/100 ml	Monthly Geometric Mean
D-001	11/30/2023	Coliform, Fecal	800.67	200	#/100 ml	Annual Average
D-001	01/31/2024	Coliform, Fecal	605.25	200	#/100 ml	Annual Average
D-001	02/29/2024	Coliform, Fecal	351.01	200	#/100 ml	Annual Average
D-001	03/31/2024	Coliform, Fecal	311.05	200	#/100 ml	Annual Average

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	04/29/2024	Coliform, Fecal	265.15	200	#/100 ml	Annual Average
D-001	05/31/2024	Coliform, Fecal	265.17	200	#/100 ml	Annual Average
D-001	06/30/2024	Coliform, Fecal	257.86	200	#/100 ml	Annual Average
D-001	07/31/2024	Coliform, Fecal	237.5	200	#/100 ml	Annual Average

f. Between April 2023 and June 2024 permit limit exceedances occurred for Enterococci as shown in Table 12, below:

Table 12: Enterococci Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	4/30/2023	Enterococci	428.53	140	#/100 mL	90 th Percentile
D-001	7/31/2023	Enterococci	1887	140	#/100 mL	90 th Percentile
D-001	8/31/2023	Enterococci	1456	140	#/100 mL	90 th Percentile
D-001	10/31/2023	Enterococci	2400	140	#/100 mL	90 th Percentile
D-001	11/30/2024	Enterococci	2400	140	#/100 mL	90 th Percentile
D-001	12/31/2024	Enterococci	1683	140	#/100 mL	90 th Percentile
D-001	01/31/2024	Enterococci	1683	140	#/100 mL	90 th Percentile
D-001	03/30/2023	Enterococci	359	140	#/100 mL	90 th Percentile
	01/31/2024					
D-001	5/31/2021	Enterococci	163	40	#/100 mL	Monthly Geometric Mean
D-001	7/31/2023	Enterococci	208.1	35	#/100 mL	Monthly Geometric Mean
D-001	10/31/2023	Enterococci	545.74	35	#/100 mL	Monthly Geometric Mean

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	11/30/2023	Enterococci	342.893	35	#/100 mL	Monthly Geometric Mean
D-001	12/31/2023	Enterococci	39.36	35	#/100 mL	Monthly Geometric Mean
D-001	1/31/2024	Enterococci	39.4	35	#/100 mL	Monthly Geometric Mean

g. Between May 2021 and November 2024 permit limit exceedances occurred for Chlorine as shown in Table 13, below:

Table 13: Chlorine Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	5/31/2021	Chlorine, Total Residual	0.3	0.5	mg/L	Maximum
D-001	11/30/2023	Chlorine, Total Residual	14.3	0.01	mg/L	Maximum

h. Between July 2023 and January 2024 permit limit exceedances occurred for Dissolved Oxygen as shown in Table 14, below:

Table 14: Dissolved Oxygen Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	7/31/2023	Oxygen, Dissolved (DO)	1.26	4	mg/L	Minimum
D-001	8/31/2023	Oxygen, Dissolved (DO)	1.61	4	mg/L	Minimum
D-001	9/30/2023	Oxygen, Dissolved (DO)	3.82	4	mg/L	Minimum

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	11/30/2023	Oxygen, Dissolved (DO)	0.01	4	mg/L	Minimum
D-001	01/31/2024	Oxygen, Dissolved (DO)	2.3	4	mg/L	Minimum

i. Between June 2023 and September 2024 permit limit exceedances occurred for Total Suspended Solids as shown in Table 15, below:

Table 15: Total Suspended Solids Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	6/30/2023	Solids, Total Suspended	63.8	45	mg/L	Weekly Average
D-001	7/31/2023	Solids, Total Suspended	136.3	45	mg/L	Weekly Average
D-001	8/31/2023	Solids, Total Suspended	87.8	45	mg/L	Weekly Average
D-001	10/31/2023	Solids, Total Suspended	46.08	45	mg/L	Weekly Average
D-001	11/30/2023	Solids, Total Suspended	51.1	45	mg/L	Weekly Average
D-001	12/31/2023	Solids, Total Suspended	47.25	45	mg/L	Weekly Average
D-001	01/31/2024	Solids, Total Suspended	54.25	45	mg/L	Weekly Average
D-001	6/30/2023	Solids, Total Suspended	63.8	30	mg/L	Monthly Average
D-001	7/31/2023	Solids, Total Suspended	136.3	30	mg/L	Monthly Average
D-001	8/31/2023	Solids, Total Suspended	420.4	30	mg/L	Monthly Average
D-001	9/30/2023	Solids, Total Suspended	43	30	mg/L	Monthly Average
D-001	10/31/2023	Solids, Total Suspended	46.08	30	mg/L	Monthly Average
D-001	11/30/2023	Solids, Total Suspended	51.5	30	mg/L	Monthly Average
D-001	12/31/2023	Solids, Total Suspended	47.25	30	mg/L	Monthly Average

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	01/31/2024	Solids, Total Suspended	54.25	30	mg/L	Monthly Average
D-001	6/30/2023	Solids, Total Suspended	233	60	mg/L	Maximum
D-001	7/31/2023	Solids, Total Suspended	208	60	mg/L	Maximum
D-001	8/31/2023	Solids, Total Suspended	250	60	mg/L	Maximum
D-001	9/30/2023	Solids, Total Suspended	81	60	mg/L	Maximum
D-001	10/31/2023	Solids, Total Suspended	112	60	mg/L	Maximum
D-001	11/30/2023	Solids, Total Suspended	72	60	mg/L	Maximum
D-001	12/31/2023	Solids, Total Suspended	61	60	mg/L	Maximum
D-001	01/31/2024	Solids, Total Suspended	77	60	mg/L	Maximum
D-001	01/31/2024	Solids, Total Suspended	68	60	mg/L	Maximum
D-001	7/31/2023	Solids, Total Suspended	24.49	20	mg/L	Annual Average
D-001	8/31/2023	Solids, Total Suspended	59.35	20	mg/L	Annual Average
D-001	9/30/2023	Solids, Total Suspended	63.09	20	mg/L	Annual Average
D-001	10/31/2023	Solids, Total Suspended	65.31	20	mg/L	Annual Average
D-001	11/30/2023	Solids, Total Suspended	51.5	20	mg/L	Annual Average
D-001	12/31/2023	Solids, Total Suspended	47.25	20	mg/L	Annual Average
D-001	7/31/2024	Solids, Total Suspended	20.2	20	mg/L	Annual Average
D-001	8/31/2024	Solids, Total Suspended	23.51	20	mg/L	Annual Average
D-001	9/30/2024	Solids, Total Suspended	29.82	20	mg/L	Annual Average

j. Between September 2023 and January 2024 permit limit exceedances occurred for Solids, Total Suspended, % Removal as shown in Table 16, below:

Table 16: Total Suspended Solids Percent Removal Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	9/30/2023	Solids, Total Suspended, % Removal	59.92	85	mg/L	Mon. Avg. Min.
D-001	10/31/2023	Solids, Total Suspended, % Removal	75.63	85	mg/L	Mon. Avg. Min.
D-001	11/31/2023	Solids, Total Suspended, % Removal	49.09	85	mg/L	Mon. Avg. Min.
D-001	12/31/2023	Solids, Total Suspended, % Removal	75.02	85	mg/L	Mon. Avg. Min.
D-001	01/31/2024	Solids, Total Suspended, % Removal	71	85	mg/L	Mon. Avg. Min.

k. On September 2023 and January 2024 permit limit exceedances occurred for Copper, Total Recoverable and Flow as shown in Table 17, below:

Table 17: Copper and Flow Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	9/30/2023	Copper, Total Recoverable	47	16	mg/L	Maximum
D-001	01/31/2024	Flow	0.902	0.9	mg/L	Annual Average

l. Between May 2022 and July 2023 permit limit exceedances occurred for Toxicity as shown in Table 18, below.

Table 18: Toxicity Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001 (P)	9/30/2022	IC25 Statre 7day Chr Mendia	37.05	100	Percent	Minimum
D-001 (R)	7/31/2023	IC25 Statre 7day Chr Mendia	64.23	100	Percent	Minimum
D-001 (Q)	7/31/2023	IC25 Statre 7day Chr Mendia	64.23	100	Percent	Minimum
D-001 (P)	7/31/2023	IC25 Statre 7day Chr Mendia	64.23	100	Percent	Minimum
D-001 (P)	5/31/2022	IC25 Statre 7day Chr Mysid Bahia	44.47	100	Percent	Minimum
D-001 (P)	9/30/2022	IC25 Statre 7day Chr Mysid Bahia	74.17	100	Percent	Minimum
D-001 (R)	7/31/2023	IC25 Statre 7day Chr Mysid Bahia	51.26	100	Percent	Minimum
D-001 (Q)	7/31/2023	IC25 Statre 7day Chr Mysid Bahia	51.26	100	Percent	Minimum
D-001 (P)	7/31/2023	IC25 Statre 7day Chr Mysid Bahia	51.26	100	Percent	Minimum

m. Whole Effluent Toxicity (WET) has been an issue since September 2022. Facility failed toxicity in September 2022. No toxicity reports were submitted as required by permit. The Department was not notified of any failures nor were toxicity follow-up tests conducted. There was no toxicity testing conducted in the first half of 2023. In July 2023, the same issues as noted above occurred. A toxicity Plan for Correction has been submitted to the Department and was approved.

n. The facility has currently been under upgrades and improvements since 2021. The Public Works Director is routinely submitting updates on the progress of the

wastewater treatment facility (WWTF) operation. Since 2023, the WWTF is making major treatment and operation improvements to function as permitted.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

7. Respondent shall comply with the following corrective actions within the stated time periods:

a) Respondent shall continue to follow the compliance plan (Plan) schedule referenced in paragraph 4.a and 6.m. Prior to investing considerable capital in upgrading the facility, the city has pursued acquisition of its utility and will investigate a wholesale treatment agreement with neighboring utilities. The city will report on the status of these efforts in its quarterly reports to the Department required in paragraph 10.

b) The Plan shall detail the steps necessary to achieve compliance. The Plan may involve modifications to the Facility, modifications to the treatment processes, or reductions in the amounts of contaminants entering the facility. The Plan shall be prepared and sealed by a professional engineer (Engineer) registered in the State of Florida and shall include a time schedule with well defined, critical intermediate milestone dates, by which compliance shall be achieved. The Respondent must receive written notification of review and acceptance of the Plan from the Department (Notification) prior to implementation. If the Plan is deemed incomplete by the Department, or if the Department Requests Further Information (RFI), the Respondent shall provide this information in a written response within thirty (30) days of the date of the RFI. Any revisions to the currently permitted Facility or collection system, including treatment and/or modification of the Facility necessary to return the Facility to compliance, are subject to Department approval, and may be accomplished only by the Department's reopening and modifying the permit pursuant to Part IX of the Permit.

c) The Plan shall be implemented within thirty (30) days of the date of Notification, or the timeframe included within the accepted Plan.

8. Respondent is authorized under this Order to reduce operational staffing the permit renewal is issued to the following:

a) The minimum staffing requirement at the wastewater treatment facility shall be a Class C or higher operator **8 hours/day for 5 days per week and 2 hours/day on weekend day** with a condition that the reclaimed water shall not be conveyed to the slow-rate public access reuse system R-001 during weekend. *That is, during the weekend ALL reclaimed water shall be conveyed to the Outfall D-001 for surface water discharge. Under no circumstances, and at no time when an operator is not present, shall reclaimed water be conveyed to the Part III public access reuse system, R-001. Weekend means from the time the operator leaves the facility on Friday until the operator returns on Monday.* The lead operator must be a Class B operator or higher.

9. Respondent shall comply with the following interim discharge limitations in tables 19 and 20 below, and all other requirements set forth in the Facility's Permit. These interim limits are valid until July 28, 2026. If it is determined that significant capital or a wholesale utility agreement is required to meet the permit limits and the timeframe required for completion will extend past July 28, 2026, Respondent shall request an amendment to the Consent Order by April 28, 2026.

Table 19: Nutrient Loading Interim Limits at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Nitrogen	lb/yr	55,000	Monthly	Calculated	Annual Total
Total Phosphorous	lb/yr	6,200	Monthly	Calculated	Annual Total

Table 20: – Interim Limits at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Enterococci	#/100 mL	Report	Weekly	Grab	Monthly Geometric Mean
Enterococci	#/100 mL	Report	Weekly	Grab	90 th Percentile
Coliform, Fecal	#/100 mL	Report	Weekly	Grab	Maximum

Coliform, Fecal	#/100 mL	Report	Weekly	Grab	Monthly Geometric Mean
Coliform, Fecal	#/100 mL	Report	Weekly	Grab	Annual Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Annual Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Weekly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Monthly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Maximum
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Annual Average
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Weekly Average
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Monthly Average
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Maximum

a) Tests conducted pursuant to this monitoring program shall conform to 62-600, Fla. Admin. Code.

b) These monitoring requirements do not act as State of Florida Department of Environmental Protection Wastewater Permit effluent limitations, nor do they

authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act ("Act"), Part I, Chapter 403, Fla. Stat., during the pendency of this Order.

c) Respondent shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <http://www.fldepportal.com/go/>, unless the permittee has a waiver from the Department in accordance with 40 CFR 127.15. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation.

10. **Every calendar quarter after the effective date of this Amended Consent Order**, and continuing until all corrective actions have been completed, Respondent shall submit in writing to the Department a report containing information concerning the status and progress of projects being completed under this Amended Consent Order, information as to compliance or noncompliance with the applicable requirements of this Amended Consent Order including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work to be performed pursuant to this Amended Consent Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter (e.g. January 30th, April 30th, July 30th, October 30th).

11. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by Paragraphs 7 through 10 by July 28, 2026, and be in full compliance with Title 62, Fla. Admin. Code.

12. Within 60 days of the effective date of this Order, Respondent shall pay the Department \$23,750.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$18,000.00 for civil penalties, \$5,000 for stipulated penalties required by the 1st amended consent order, and \$750.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes four violations that each warrant a penalty of \$2,000.00 or more.

13. Respondent agrees to pay the Department stipulated penalties in the amount of \$500.00 per day for each and every day Respondent fails to timely comply with any of the

requirements of Paragraphs 7 through 10 of this Amended Consent Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in Paragraph 14. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Amended Consent Order.

14. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

15. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Department of Environmental Protection, Northeast District office located at 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

16. In lieu of making cash payment of \$18,000.00 in civil penalties and \$5,000 in stipulated penalties as set forth in Paragraph 12 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$27,000.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$750.00 in costs must be paid within 30 days of the effective date of the Consent Order.

17. In lieu of making cash payment for the Stipulated Penalties as set forth in Paragraph 13 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days upon receipt of the Stipulated Penalties Letter issued to the Respondent.

a) If Respondent elects to implement an in-kind project as provided in Paragraph 12 and/or Paragraph 13, then Respondent shall comply with all of the requirements and time frames in **Exhibit A** entitled "In-Kind Projects."

18. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

19. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

20. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other

agent (collectively referred to as “contractor”) to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

21. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent’s complete compliance with all of the terms of this Order.

22. This Order is a settlement of the Department’s civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

23. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

24. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

25. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

26. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

27. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

28. This Amended Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

29. Respondent shall publish the following notice in a newspaper of daily circulation in Duval County, Florida. The notice shall be published one time only within 30 days of the effective date of the Amended Consent Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF AMENDED CONSENT ORDER

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into an Amended Consent Order with CITY OF NEPTUNE BEACH pursuant to Section 120.57(4), Florida Statutes. The Amended Consent Order addresses the effluent violations of the wastewater treatment facility permit, at Neptune Beach WWTF. The Amended Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northeast District office, located at 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

Persons who are not parties to this Amended Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Amended Consent Order means that the Department’s final action may be different from the position it has taken in the Amended Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency’s file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner’s substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency’s proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency’s proposed action, including an explanation of how the

alleged facts relate to the specific rules or statutes; and

- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at [Insert District Office and Address](#). Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

30. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Richard Pike
City Manager
City of Neptune Beach

Date

DONE AND ORDERED this # day of [Month](#), 2025, in Duval, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Gregory J. Strong
District Director
Northeast District


Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk, Mail Station 35 (executed copy only)
FDEP NED: Joni Petry, Herndon Sims, Conor Lucey, Sarah Harris
FDEP DWRM: WCAPHQ@dep.state.fl.us (executed copy only)

Exhibit A

In-Kind Projects

I. Introduction

An in-kind project

- a. Within sixty (60) days of the effective date of this Consent Order, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.
- b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within fifteen (15) days of receipts of written notice.
- c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all of the matters at issue and submit, by certified mail, a new proposal within thirty (30) days of receipt of written notice. In the event that the revised proposal is not approved

by the Department, Respondent shall make cash payment of the civil penalties as set forth above, within thirty (30) days of Department notice.

d. Within 120 days of the effective date of this Consent Order, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, then Respondent shall make cash payment of the civil penalties as set forth above, within thirty (30) days of Department notice.

e. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

f. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

g. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within thirty (30) days of Department notice. If the in-kind penalty project is

terminated and Respondent timely remits the \$18,000.00 penalty, no additional penalties shall be assessed under paragraph 12 for failure to complete the requirement of this paragraph.

h. Within fifteen (15) days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

i. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all of the matters at issue and submit, by certified mail, a new notification of completion within fifteen (15) days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within thirty (30) days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$18,000.00, no additional

penalties shall be assessed under paragraph 12 for failure to complete the requirements of this paragraph.



**Agenda Item #10C
Crape Myrtle Project**

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

AGENDA ITEM:	
SUBMITTED BY:	
DATE:	
BACKGROUND:	
BUDGET:	
RECOMMENDATION:	
ATTACHMENT:	

City of Neptune Beach



Date: 20 December 2024

Bid Due Date: Wednesday, January 22, 2025, 2PM Local Time

Project Name: Crape Myrtle Rehabilitation and Replacement Project - 2025-03

Project Location: Florida Boulevard between Penman Rd. and State Rd. A1A, Neptune Beach Florida, 32266

Project Manager: Ryan Shaneyfelt

Email: pwbids@nbfl.us

Mobile: 904-749-0069

NOTICE IS HEREBY GIVEN that the City of Neptune Beach will be accepting sealed bids in triplicate for The Crape Myrtle Rehabilitation and Replacement Project located along Florida Boulevard between Penman Road and State Road A1A. The City of Neptune Beach is soliciting bids for pruning and/ or replacement of approximately one hundred and twenty (120) Crape Myrtles located along Florida Blvd. All Crape Myrtles to be replaced will be marked with red surveyor's tape. All Crape Myrtles to be pruned will be marked with green surveyor's tape. The City of Neptune Beach urges all potential bidders to perform their own due diligence and to visit the site. There will a mandatory site visit (sign in required for bid to be valid) at **9:00AM on January 6, 2025**. The selected bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for completion of the entire project. The bid sheet must be filled out in its entirety. The duration of this bid will be thirty-three (33) days. There shall be a cone of silence in place at all times during the bid period. No bidders or potential bidders shall directly contact any employee of the City of Neptune Beach regarding the bid unless otherwise specified herein. Any questions must be submitted by email to: pwbids@nbfl.us. All questions received and answers thereto shall be posted by addendum on the bid portal. The selected contractor may be required to enter into a separate contract with the City that contains statutorily required provisions. The City reserves the right to change or modify the scope of work, or any other provisions contained in the bid documents at any time during the bid process.

Public Works

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

Scope of Work

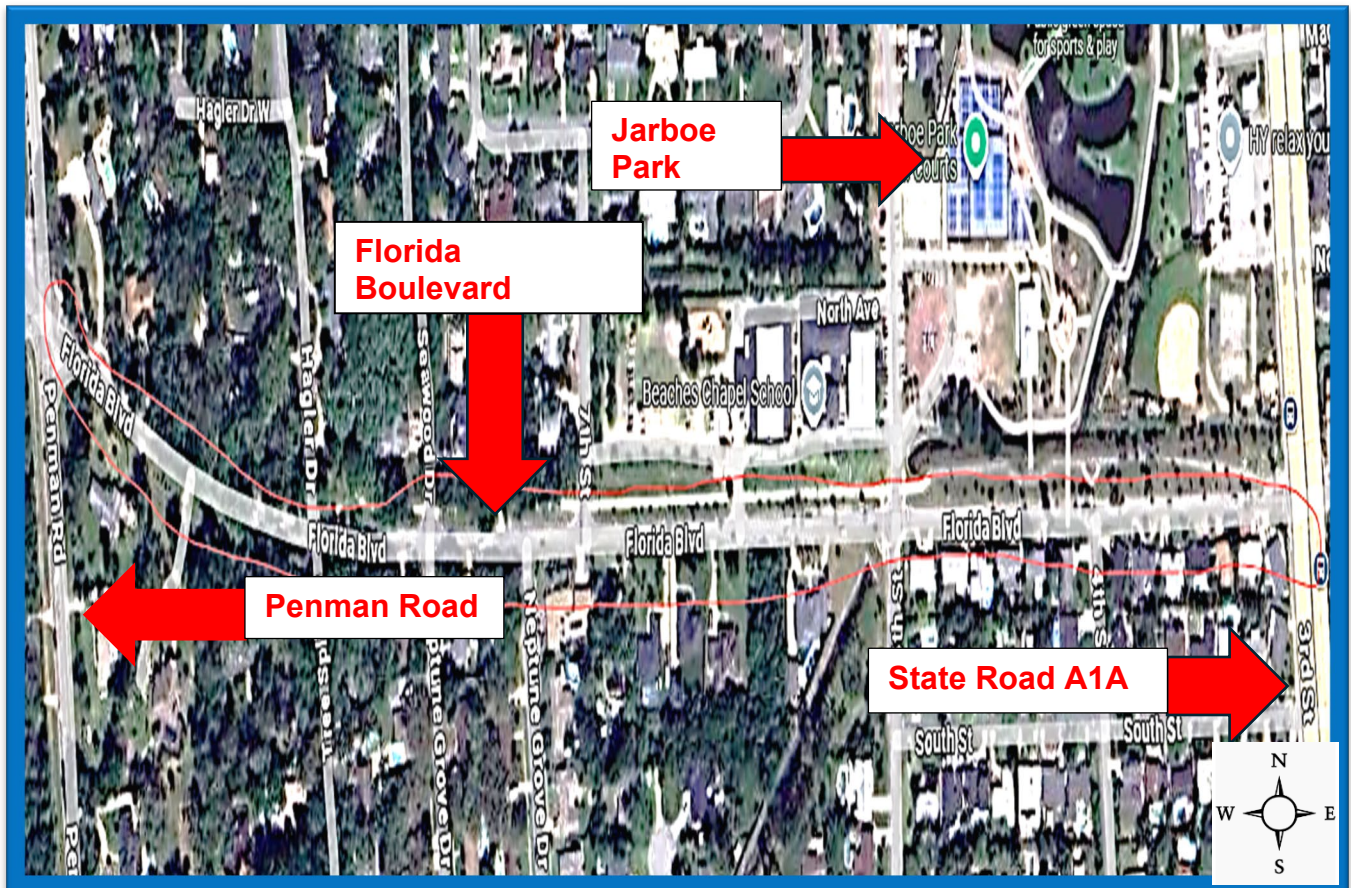
- Pruning and/or replacement of approximately one hundred and twenty (120) Crape Myrtles located along Florida Boulevard.
- Contractor will use industry accepted methods to ensure a properly prepared excavation for each planting, including size of excavation, initial fertilization, soil amendments, etc.
- Plantings and transplanted oak trees shall be warranted for a period of one (1) year.
- All Crape Myrtles to be replaced will be marked with red surveyor's tape.
- Minimum size requirements on Crape Myrtles will be approximately ten (10) feet or taller in height. New Crape Myrtles in general will have the same number of stems as surrounding Crape Myrtles.
- First initial fill of water bags.
- First initial application of fertilizer.
- Pine bark placement around all approximate 120 Crape Myrtles.
- Transplanting of four (4) heritage oak trees located under electrical power lines within the right-of-way but outside of the reach of the power lines. Coordinate with city personnel for specific locations.
- Debris removal and MOT as necessary.

Public Works

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

Work Site

The approximate work location is the north side of Florida Boulevard starting at the intersection of Florida Boulevard and State Road A1A and west to the intersection of Florida Boulevard and Penman Road. All work will be completed within the city owned Right of Way.



Key Dates

Mandatory Site Visit: 9:00AM January 6, 2025

Location of Site Visit: Jarboe Park Entrance, 510 Florida Boulevard, Neptune Beach, FL 32266

Bid Due Date: Wednesday, January 22, 2025, 2PM Local Time

Public Works

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

Bid Requirements

1. Resume of past projects of this scope to include reference list with contact information.
2. Number of years in industry.
3. Insurance and licensing information.
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease.
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00.
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. iv. Fire damage liability shall be included at \$300,000.00.
4. W9 and FEIN number
5. Sunbiz number
6. All items must have a unit price, quantity and total price for each item on bid.
7. State of Florida Arborist Certification
8. Bid Tabulation must be filled out in its entirety with at minimum items listed.

Public Works

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

All bids are final and are due no later than 2 pm on Wednesday, January 22, 2025. No electronic bids will be accepted. All bids are to be sealed, and hand delivered in triplicate prior to the date and time listed above. Bids can be delivered at Neptune Beach City Hall 116 First St. Neptune Beach Florida 32266 ATTN. City Clerk. All bids are to include all applicable licenses and insurances. The City of Neptune Beach reserves the right to reject or accept bids for any reason. Certified minority business enterprises, minority persons and local business are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. **Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation “BID ENCLOSED – CONB Bid No. 2025-03 Crape Myrtle Rehabilitation and Replacement Project to be opened at 2:00 p.m., local time, Wednesday, January 22, 2025 addressed to the City Clerk, 116 1st St., Neptune Beach, Fl. 32266, so as to guard against opening prior to the date and time set therefor.**

Public Works

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(904) 270-2423 • FAX (904) 270-2418

Bid Tabulation

All Bids must include at minimum the items below.

All blanks must be filled in.

Items	Quantity	Unit	Price/Unit	Total
Fertilization (Crepe Myrtles and Oaks)	124	Each		
Staking (Crepe Myrtles and Oaks)	18	Each		
Water Bag/s	18	Each		
Potting Soil		Cubic yards		
Pine Bark		Cubic yards		
Crape Myrtle Installed (minimum 10 foot in height)	14	Each		
Crape Myrtle Pruning	124	Each		
Oak Transplanting	4	Each		
MOT	Total			
			Bid Total	

Public Works

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

This Bid is offered by:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

Email:

Phone:

Address: _____

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Public Works

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

City of Neptune Beach
Bid No. 2025-03
Crape Myrtle Rehabilitation and Replacement

Bid Due Date

and Time: 01/22/2025, 2:00 p.m.

Bidder Name and Address:	Bid Amount
Rockaway Landscaping	\$32,405.45
A copy of the unofficial handwritten bid/proposal tabulation provided at the bid opening is subject to final verification by staff	

* The City of Neptune Beach reserves the right to accept any bid or response, reject any or all bids or responses, to waive informalities and make the award or any portion thereof that, in the City's sole and absolute judgment, will be in the best interest of the City in any manner thereof.



Rockaway

Sustainable Landscaping

Landscape Design • Installation • Maintenance • Irrigation • Lighting • Hardscapes • Outdoor Living Spaces



CITY OF NEPTUNE BEACH 116 1st ST NEPTUNE BEACH, FL 32266

JANUARY 2025
99

City of Neptune Beach



Date: 20 December 2024

Bid Due Date: Wednesday, January 22, 2025, 2PM Local Time

Project Name: Crape Myrtle Rehabilitation and Replacement Project - 2025-03

Project Location: Florida Boulevard between Penman Rd. and State Rd. A1A,
Neptune Beach Florida, 32266

Project Manager: Ryan Shaneyfelt

Email: pwbids@nbfl.us

Mobile: 904-749-0069

NOTICE IS HEREBY GIVEN that the City of Neptune Beach will be accepting sealed bids in triplicate for The Crape Myrtle Rehabilitation and Replacement Project located along Florida Boulevard between Penman Road and State Road A1A. The City of Neptune Beach is soliciting bids for pruning and/ or replacement of approximately one hundred and twenty (120) Crape Myrtles located along Florida Blvd. All Crape Myrtles to be replaced will be marked with red surveyor's tape. All Crape Myrtles to be pruned will be marked with green surveyor's tape. The City of Neptune Beach urges all potential bidders to perform their own due diligence and to visit the site. There will be a mandatory site visit (sign in required for bid to be valid) at 9:00AM on January 6, 2025. The selected bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for completion of the entire project. The bid sheet must be filled out in its entirety. The duration of this bid will be thirty-three (33) days. There shall be a cone of silence in place at all times during the bid period. No bidders or potential bidders shall directly contact any employee of the City of Neptune Beach regarding the bid unless otherwise specified herein. Any questions must be submitted by email to: pwbids@nbfl.us. All questions received and answers thereto shall be posted by addendum on the bid portal. The selected contractor may be required to enter into a separate contract with the City that contains statutorily required provisions. The City reserves the right to change or modify the scope of work, or any other provisions contained in the bid documents at any time during the bid process.

Public Works

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

Scope of Work

Pruning and/or replacement of approximately one hundred and twenty (120) Crape Myrtles located along Florida Boulevard.

Contractor will use industry accepted methods to ensure a properly prepared excavation for each planting, including size of excavation, initial fertilization, soil amendments, etc.

Plantings and transplanted oak trees shall be warrantied for a period of one (1) year.

All Crape Myrtles to be replaced will be marked with red surveyor's tape.

Minimum size requirements on Crape Myrtles will be approximately ten (10) feet or taller in height. New Crape Myrtles in general will have the same number of stems as surrounding Crape Myrtles.

First initial fill of water bags.

First initial application of fertilizer.

Pine bark placement around all approximate 120 Crape Myrtles.

Transplanting of four (4) heritage oak trees located under electrical power lines within the right-of-way but outside of the reach of the power lines.

Coordinate with city personnel for specific locations.

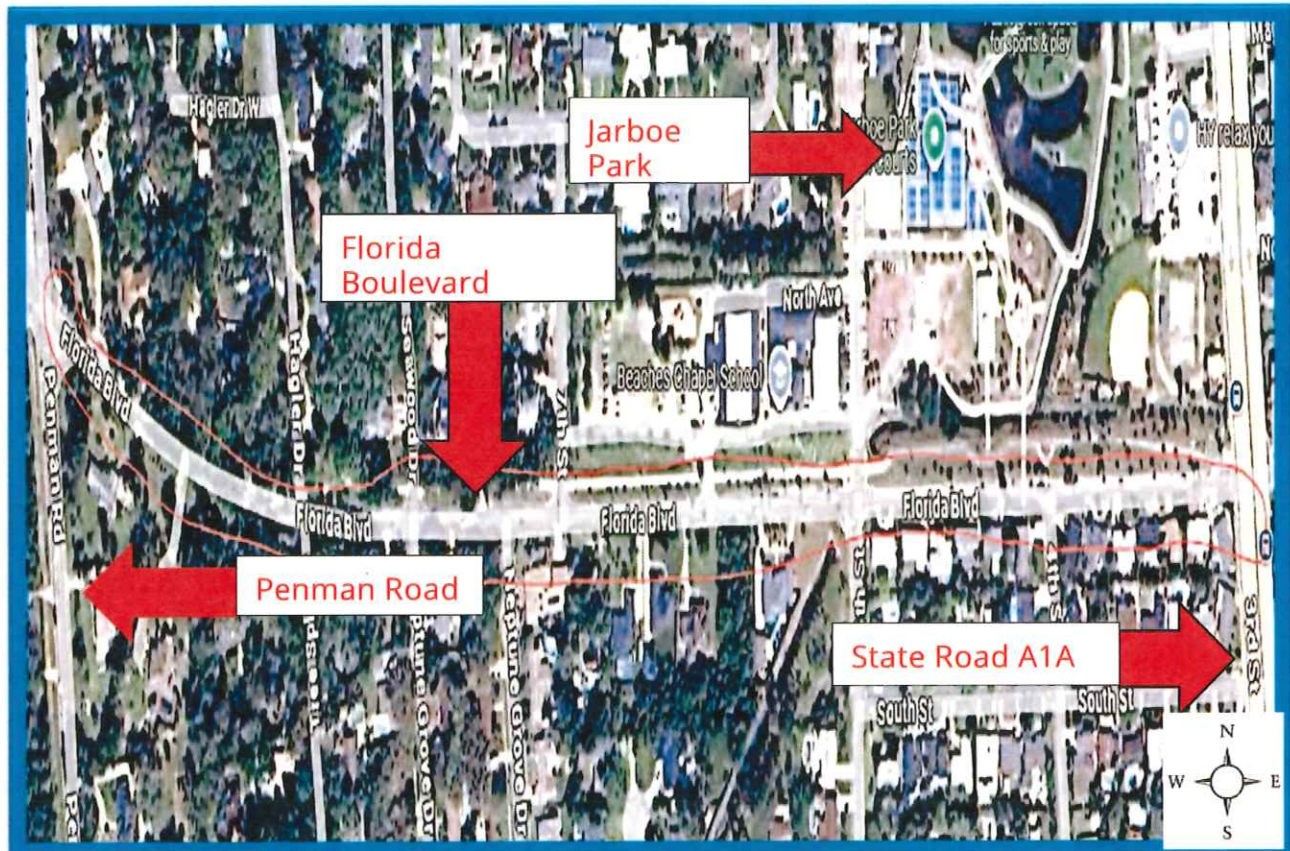
Debris removal and MOT as necessary.

Public Works

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Work Site

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Key Dates

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Neptune Beach, FL 32266

Bid Due Date: Wednesday, January 22, 2025, 2PM Local Time

Public Works

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(904)270-2423 FAX (904) 270-2418

Bid Requirements

1. Resume of past projects of this scope to include reference list with contact information.
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3. Insurance and licensing information.
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease. Commercial General Liability (CGL)
 - ii. insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and iv. Fire damage liability shall be included at \$300,000.00.
 - iii.
 - iv.
4. W9 and FEIN number
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6. All items must have a unit price, quantity and total price for each item on bid.
7. State of Florida Arborist Certification
8. Bid Tabulation must be filled out in its entirety with at minimum items listed.

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Public Works

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 100 Jacksonville FL 32256		CONTACT NAME: Jolene Bullock PHONE (A/C, No, Ext): (904) 565-1952 FAX (A/C, No): (904) 565-2440 E-MAIL ADDRESS: Jolene.Bullock@bbrown.com	
INSURED Rockaway Garden Center of N.E. Florida, Inc; Dba Rockaway, Inc 512 Stewart Street Atlantic Beach FL 32233-1980		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10190 18988	

COVERAGES**CERTIFICATE NUMBER:** 24/25 Liab**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			234622-78352848-24	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			54-352-848-01	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			54-352-848-00	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			234622-78352848-24	03/01/2024	03/01/2025	Leased/Rented Equip \$100,000 Deductible \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Neptune Beach Neptune Beach, FL 32266	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Rockaway Garden Center of NE FL, Inc.	
	2 Business name/disregarded entity name, if different from above. d/b/a Rockaway, Inc.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.) See instructions 512 Stewart Street		
6 City, state, and ZIP code Atlantic Beach, FL 32233		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
OR								
Employer identification number								
4	6	-	2	4	9	9	8	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date 12/31/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

ROCKAWAY GARDEN CENTER OF N. E. FLORIDA, INC.

Filing Information

Document Number P13000032683

FEI/EIN Number 46-2499899

Date Filed 04/10/2013

Effective Date 04/05/2013

State FL

Status ACTIVE

Principal Address

512 STEWART STREET
ATLANTIC BEACH, FL 32233

Changed: 04/30/2021

Mailing Address

512 STEWART STREET
ATLANTIC BEACH, FL 32233

Changed: 04/30/2021

Registered Agent Name & Address

BURGHARDT JR, GREGORY, PRES
736 7TH AVENUE NORTH
JACKSONVILLE BEACH, FL 32250

Name Changed: 04/29/2014

Officer/Director Detail

Name & Address

Title President

BURGHARDT JR, GREGORY
736 7TH AVENUE NORTH
JACKSONVILLE BEACH, FL 32250

Title Controller

Hernandez, Heather
512 STEWART STREET
ATLANTIC BEACH, FL 32233

Title Business Manager

Nicholas, Bonn
512 STEWART STREET
ATLANTIC BEACH, FL 32233

Annual Reports

Report Year	Filed Date
2023	02/03/2023
2023	04/20/2023
2024	01/31/2024

Document Images

01/31/2024 -- ANNUAL REPORT	View image in PDF format
04/20/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/03/2023 -- ANNUAL REPORT	View image in PDF format
03/02/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- Domestic Profit	View image in PDF format

Bid Tabulation

All Bids must include at minimum the items below.

All blanks must be filled in.

Items	Quantity	Unit	Price/Unit	Total
Fertilization (Crepe Myrtles and Oaks)	124	Each	30.04	3725
Staking (Crepe Myrtles and Oaks)	18	Each	27.05	486.90
Water Bag/s	18	Each	27.83	500.96
Potting Soil	2	Cubic yards	164.79	329.58
Pine Bark	40	Cubic yards	116.45	4658.26
Crape Myrtle Installed (minimum 10 foot in height)	14	Each	900. ⁰⁰	12,600. ⁰⁰
Crape Myrtle Pruning	124	Each	76	9424.75
Oak Transplanting	4	Each	170. ⁰⁰	680. ⁰⁰
MOT	Total	—	—	—
			Bid Total	\$32405.45

Public Works

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



TM



The International Society of Arboriculture

Hereby Announces That

David Dorsey

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council


Caitlyn Pollihan
CEO & Executive Director

26 February 2021

Issue Date

30 June 2024

Expiration Date

WE-13358A

Certification Number



#0847
ISA Certified Arborist



This Bid is offered by:

Bidder:

Rockaway Inc
(typed or printed name of organization)

By:


(individual's signature)

Date:

1/21/25
(date signed)

Name:

Greg Burghardt
(typed or printed)

Title:

President

Email:

Gregb@rockawayinc.com

Phone:

904-853-6572

Address:

512 Stewart St.
Atlantic Beach, FL 32233

(typed or printed)

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

Attest:


(individual's signature)

Title:

President

(typed or printed)

Public Works

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



Proposed Approach: Overview of Services

Rockaway, Inc

Full-service approach for sustainable and long-lasting results

Dedicated team of experienced professionals

Commitment to high-quality service

Presentation Key Points

- Company History
- Management Team
- Sample Conceptual Images
- Best Management Practices
- Sustainability
- Sample Terms/ Conditions Contract



COMPANY PROFILE

ABOUT US :



OUR STORY

Greg Jr. and Brian Burghardt's journey began as children, where their love for gardening took root while working at their family Garden Center. Their shared passion in the landscape industry that led them to pursue higher education, with Greg studying Plant Science and Brian specializing in Landscape Design at Rutgers University. Upon moving to Jacksonville in 2009, they embarked upon their professional careers, working and learning from two of the nation's largest landscape companies, Davey Tree and Valley Crest. Their education and invaluable experience allowed them to develop a unique perspective within the green industry.

In 2009, they recognized the need for an independent horticultural service provider in Jacksonville, which led to the rebirth of Rockaway Garden Center as Rockaway Inc. Their vision was to create a comprehensive, client-focused landscape company that would serve the local community.



OUR VISION

Our vision is to be a leading force in transforming landscapes into thriving, sustainable, and beautiful spaces throughout Northeast Florida. We aim to infuse our passion and knowledge into every project, leaving a lasting, positive impact on the environment and the community.



OUR MISSION

Our mission at Rockaway Inc. is to provide exceptional horticultural services that exceed our clients' expectations. We blend our lifelong love for gardening, academic training, and industry experience to deliver top-notch landscape design, installation, maintenance, and management. Our commitment is to enhance the beauty and sustainability of landscapes while fostering strong partnerships with our clients.

introduction of

OUR TEAM



Greg Burghardt
President



Brian Burghardt
Vice President



Heather Hernandez
Controller



Trey Wann
Client Relations
Manager



Efren Cruz
Maintenance Division
Quality Assurance Manager



Dan Messer
Landscape Project
Manager



Nick Bonn
Business Manager



Larry Ritter
Business Developer



Zane Chapman
Production Manager

introduction of **OUR TEAM**



Kathleen Burson
Lead Designer/ASLA
Landscape Architect



Melissa Martinez
Client Experience
Coordinator



Ryan Mobley
Agronomics
Manager



Neal McCullough
Operations Manager



Joe Ofalt
Landscape Designer



William Burns
Landscape Designer



David Dorsey
Residential Account
Manager

About Us



At Rockaway, Inc., we are dedicated to transforming outdoor spaces into stunning, functional environments. Founded on a deep-rooted passion for horticulture and landscaping, our company has evolved from a family garden center to a leading full-service landscape provider with a dedicated team of around 100 staff members. Our leadership team brings a wealth of expertise to the table, with extensive experience gained from working with top national landscape companies and an educational background that emphasizes both practical and theoretical knowledge in horticulture and landscape design.

Our President, Greg Burghardt, and Vice President, Brian Burghardt, lead our team with a shared commitment to excellence. Greg's background includes a B.S. in Plant Science from Rutgers University, focusing on business, while Brian holds a B.S. in Environmental Planning & Landscape Design, also from Rutgers. Their combined expertise underpins our company's dedication to delivering top-quality design, installation, and maintenance services.

Rockaway, Inc. takes pride in offering a comprehensive suite of services designed to enhance the beauty and functionality of your outdoor spaces. From meticulous landscape design to expert maintenance, our team employs advanced techniques and innovative solutions to meet our clients' diverse needs. We are committed to exceptional service, sustainable practices, and fostering lasting relationships with our clients, ensuring that every project not only meets but exceeds expectations.

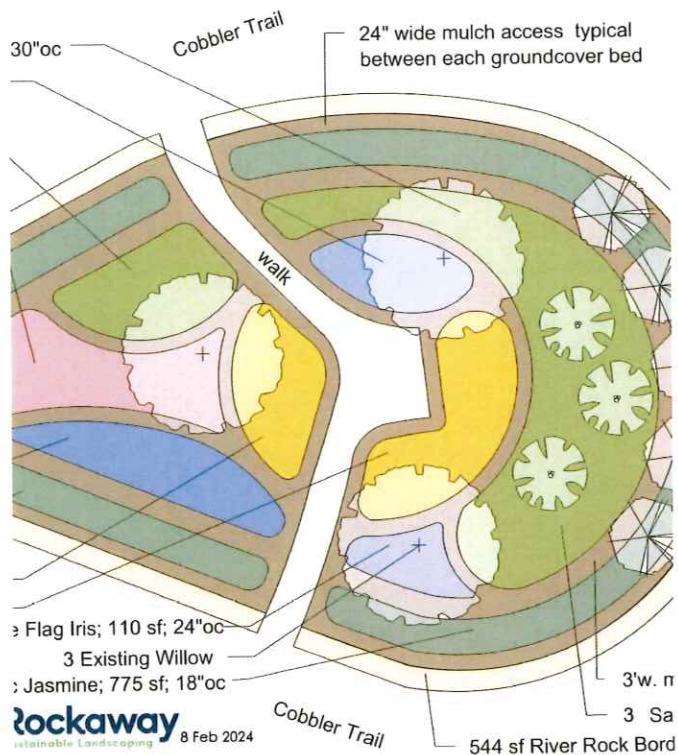
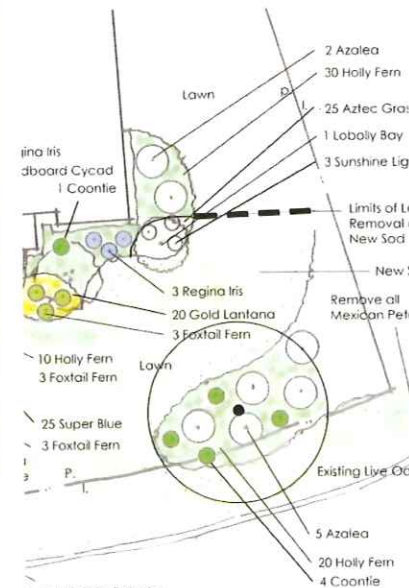


As on Side of Bldg
Maintenance Typ
MER
ve Planting w/ Sabals - Elevation
N.T.S.



Roberts Residence - Porch and Fireplace
Elevation
Not to Scale

SAMPLE LANDSCAPE DESIGNS AND INSTALLATIONS



► BEST MANAGEMENT PRACTICES

Best Management Practices (BMPs) / Fla. Dept. of Environmental Protection

The protection of water resources is enhanced through turf and landscape care practices that make the best use of technology and practical experience of professionals. These practices address specific concerns, including the protection of water resources where pesticides and fertilizers enter the ground water and surface water because of nonpoint source pollution.

University studies throughout the country, including Florida, have shown that properly managed turfgrass and landscapes do not significantly contribute to nonpoint source pollution. Pollution occurs when less than adequate management techniques are used.

Developing low-risk irrigation, fertilizer and pesticide programs and ensuring that these programs are properly administered and periodically reviewed, reduces the possibility of nutrient and pesticide movement off-site.

The goals of the FDEP Best Management Practices (BMPs) are to reduce nonpoint source pollution and promote the efficient use of water as follows:

- Reduce the off-site transport of fertilizers and pesticides through surface water or ground water.
- Use appropriate rates and methods of applying fertilizers, chemicals, and irrigation.
- Use Integrated Pest Management (IPM) to minimize pests and apply chemicals only when appropriate.

Best Management Practices (BMPs) should integrate plant and tree selection, irrigation, fertilization, and pest management in a manner that minimizes environmental impacts yet meets the client's needs and expectations.

Rockaway, Inc. takes the Best Management Practices (BMPs) seriously and implements BMPs as part of the Landscape Maintenance operational policy and culture. All employees are trained and certified in the Best Management Practices.



► SUSTAINABILITY

The life cycle and the value return from your landscape

Traditional Priority

Traditional views and priorities of landscapes have changed.

In the past, the most visible impact or first impression of a community was the flowers.

The second was turf, the squarest footage of any plant material on site, continued so on down the line.

As you will see, irrigation is the least visible to the landscape and therefore, typically the least attended to.

Ideal Priority

The below chart identifies aspects of landscape sustainability that impact cost, create value, and protect investment.

Safety is always first; an accident can impact a community for many years.

The second, is water since all living entities, including plants, require water for survival. This component has significant impact on the environment, economic cost and future cost for communities and business making their management practices critical.

The third through seventh are ranked based on replacement costs. Established trees would be the most expensive to replace if the same type and size tree is required. Shrubs, ground cover, turf and flowers follow depending on type and quantity necessary to replace.



Terms & Conditions

Estimates are good for 30 days. After 30 days the pricing may change. Due to the current volatility in material prices, an increase of 5% or more in contractor's material costs will be added the final invoice. You will be notified of any increases as soon as they become known to the contractor.

All permits and/or supplementals needed in order to complete this project will be billed at the Client's expense, these fees were included in the Design Fee Proposal. This can include any Engineered or Architectural plans and/or any permits that are needed to complete the Project. Rockaway will submit all plans needed for approval to any municipalities, counties and/or the State of Florida as necessary. Any fees that were not foreseen during the Design Fee Proposal Phase will be billed additionally either in the Project Proposal Estimate or as a Change Order as needed.

The Contractor shall perform the work and services described in this Agreement and in Drawings and Specifications issued by the Contractor and accepted in writing by the Owner (the "Work"). Once accepted by the Owner, the Drawings and Specifications are to be read into and form part of this Agreement.

Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the client and the contractor understand that all the other provisions will be valid and enforceable.

1. Copyright for the Drawings and Specifications belong to the Contractor and shall not be used on any other project. The Owner may retain copies of the Drawings and Specifications for information and reference provided the Contractor has been paid in full for services rendered under this Agreement. The order of priority of documents, from highest to lowest, shall be this Agreement, followed by the Drawings, followed by the Specifications.
2. Prior to the commencement of the Work the Owner will provide the Contractor with information as to the location of property lines and all subsurface utility and service lines, including but not limited to electrical, telephone and gas lines and water and irrigation pipes and conduits. The Contractor may rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard. The contractor shall be responsible to call for proper location of public utilities included within their scope of work. Unless otherwise provided for herein, the Contractor will be responsible for obtaining any municipal building permits required in relation to the performance of the Work. Permit fees are the responsibility of the client and will be paid by contractor and added to the final invoice total.
3. Unless otherwise specified, all building materials provided shall be new. The Contractor shall have total control of the Work and shall be solely responsible for construction means, methods, techniques, sequences, and procedures. The Contractor shall comply with all laws, rules, regulations and building and fire codes which relate to the Work including applicable health and safety legislation and shall obtain any permits or licenses necessary for its performance as at the date hereof. The Contractor will also be responsible for and shall restore at its expense all damage to the property of the Owner caused by the Contractor in the performance of the Work, unless noted herein.

4. The Contractor shall submit to the Owner, prior to its commencement, a schedule for the performance of the Work. If the Contractor is delayed in the performance of the Work by an action or omission of the Owner or by circumstances beyond the control of the Contractor, then the schedule shall be extended for such reasonable period as is required to accommodate for the delay.

5. If subsurface or otherwise concealed physical conditions at the Premises differ materially from those indicated in this Agreement or from those ordinarily found to exist in the vicinity of the Premises, including subsurface utilities, boulders, tree stumps or construction debris, then the Contract Price will be adjusted to account for any changes required to this Agreement or in the materials or method of work required to carry out the Work. A change order will be provided if work will exceed \$1,000 increase, increases less than a \$1,000 will be noted in job progress report.

6. Should the Contractor fail to comply with the requirements of the Agreement to a substantial degree, the Owner may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default within 5 business days. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Owner may correct the default and deduct the cost thereof from any payment due to the Contractor or terminate the Agreement. If the Owner terminates the Agreement, the Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination.

7. If requested to do so by the Owner, the Contractor shall provide evidence of compliance with applicable workers' compensation. The Contractor shall also maintain at its own expense Comprehensive General Liability insurance, which can also be provided at the owner's request.

8. This Agreement constitutes the whole of the agreement between the parties and supersedes all prior negotiations, representations, or agreements. Neither party shall assign any part of this Agreement without the written consent of the other. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement unless expressly agreed to in writing by the Parties.

9. The Contractor shall indemnify and hold harmless the Owner from and against any claim for damages arising from an occurrence of bodily injury or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that Contractor is given notice of the claim by the Owner within a reasonable time following the occurrence but in any event within 48 hours of the Owner first acquiring knowledge of the circumstances of the claim. The obligation of the Contractor to indemnify the Owner shall be limited to the limits of the insurance coverage described in Article 7, above. Notwithstanding anything in this Agreement, however, the Contractor will not indemnify the Owner or be responsible for damage to irrigation systems in place at the Premises prior to the commencement of the Work.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such a

change in scope was introduced, shall be attached as supporting documentation.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost. Any necessary irrigation repairs or adjustments during installation will be billed at current pricing. Pricing can be provided prior to commencement if requested by owner.
- Drainage: Should the Client's property be at the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining can be provided at an additional charge unless included in original proposal.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

Planting and Plant Warranty

An irrigation inspection is also included and necessary for warranty. If there is no existing irrigation system or the existing system is not adequate for new plantings, a proposal for a new irrigation system or adjustments to the existing system will be provided. If the proposed irrigation work needed is not accepted or not corrected by client or no irrigation system is present at time of installation, this will void plant warranty. Contractor guarantees plants will be healthy and true to proposed variety at time of installation only.

• Unless otherwise dictated by the owners provided landscape plans and details, the warranty will be as listed below. If warranty is specified on owner provided landscape plans, contractor assumes responsibility for warranty in said plans. Contractor reserves right to exclude any plants on the owner provided plans that are not reliable hardy and or suitable for designed location. In the event the contractor excludes plants, suitable alternatives will be given.

• Trees: All trees are warranted for 1 year from the date of installation, provided that the Contractor is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants. Exclusions may apply to marginal tree selections; in which case they will be warranted for 30 days post-installation.

• Shrubs and Palms are warranted for 6 months from date of installation. Certain Palms are not warranted over winter.

• Perennials and groundcovers: Perennials and groundcovers are guaranteed for the first 3 months after installation.

• Tropical Plants: Tropical plant material (meaning plants with a more southernly hardiness range than current planting zone) are warranted for 3 months. Contractor reserves the right to withhold tropical plantings until after last historical frost date.

• Annual plantings in ground or in planters are guaranteed to be healthy at time of planting, no warranty

is given for annuals/seasonal color.

- **Lawns:** All new turf areas are guaranteed for 30 days. Sod is guaranteed to be healthy at time of installation and relatively free of weeds. Should new sod be damaged due to animals (pets or wild animals, i.e., deer, raccoons, skunks) the Client will incur all costs for replacement. Untreated insect pests or diseases that cause sod to die or failure of the client to water properly (within guidelines given by contractor) will forfeit warranty.
- **Transplanted plant material:** the Contractor does not guarantee plant material that has been transplanted on site.
- **Plant Seasonality:** Various plants, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. The Contractor will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted without voiding the warranty be exchanged or planted in the next plantable season, some costs may be incurred by the Client to return to plant in plantable season.
- **Plant Availability:** In some instances, some plants, shrubs, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, the Contractor will work closely with the Client to provide approved substitution(s) – subject to availability. The Client will always reserve the right to request plants and related materials that are not locally available. Reasonable substitutions with like products may be provided without client approval if it does not change design intent, due to product availability.
- **Plant Diseases:** Should the Client recognize ill health in the plants, shrubs, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform the Contractor. The Contractor will determine the nature and source of the illness. If it is deemed that the plant was infected prior to installation, the Contractor reserves the right to first use herbicides, fertilizers and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, the Contractor reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of the Contractor. In all cases, the Contractor shall work with the Client to minimize damage to the existing Contract related plants.
- **Plant Replacement:** The Contractor is entitled to up to one (1) year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one (1) year or wait for a suitable replacement.
- **Required Maintenance:** The Contractor will provide technical specification sheets on all materials and horticulture constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Contractor warranty on items so affected. Where the Contractor recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, the Contractor will also inform the Client and recommend possible solutions. However, the Contractor is not obligated to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.
- **Water Supply:** Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on

acceptance of the work.

- **Diligence:** The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1 and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Public Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities. Private utilities (electric, gas, irrigation, lighting etc.) that have not been made known by client to contractor are not the responsibility of the contractor and client shall absorb costs to repair by contractor or outside vendor.
- **Damage to neighbors buried utilities,** on the Client's property, are the responsibility of the Client.
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Rockaway is not responsible for any damages, minor scratches, scuffs and cracks to any existing concrete. To include driveways, walkways, curblines, pool decks and/or any other hardscape surface on Client and/or neighboring property. Rockaway will make every effort to ensure that no damage is done to any hardscape surface on a Client property, however, Rockaway cannot guarantee that any or all damage can be mitigated.

Drainage: If no civil engineer drainage plan is provided or client does not wish to incur the additional fees of engineering services Rockaway inc. will use all available resources and company knowledge to design drainage systems to the best of our ability. Due to site conditions and extreme weather events Rockaway Inc. cannot guarantee that drainage systems will work for all rain, weather events.

Material Tolerances

- **Wood:** Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8-inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8-inch gaps and the entire length of the wood.
- **Wood Fences:** It is typically for custom constructed fences to have fasteners visible. If this is not desired, the client may request additional solutions to hide such indentations. This will be done at an additional cost to the client.
- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone.
- **Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after

installation.

- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore, it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if “smooth” concrete is the desired finish (due to slippage).

- **Warranty Time Period:** The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer’s specific warranties/guarantees. Planting is warranted 1 year (trees), 6 months (shrubs and palms), perennials and groundcovers (3 months), tropicals (3 months), sod (30 days) or as otherwise outlined in the planting and plant warranty section of this document if there is an approved irrigation system.

- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, untreated insect pests or diseases, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor

- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. The Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials.

- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Acceptance of Work

- The Client has inspected the landscape project. The Client has delivered to the contractor a written list of all items the buyer believes have not been properly constructed or are not in proper condition. Except as noted on this list, the client accepts the landscape as is, and acknowledges that he or she has no further claim against the contractor for any item that was not listed that could reasonably have been ascertained or observed during the client's inspection. The client has no objections as to color, appearance, type or brand of materials, dimension or size, location, or any other conditions that could reasonably have been discovered by the client during the inspection.

- The client understands that no warranties are being made by the contractor except those appearing in the contract documents. The client is not relying on any representations, promises, or warranties except

for the written limited warranty that appears in the contract documents. • The client acknowledges receipt from the contractor of all documents to which the client is entitled. **Payment** The Owner will pay the Contractor as follows: A payment plan is typical for all work. A payment plan is typically as follows but is subject to change by Contractor at their discretion: \$0-\$25,000: 50% at contract acceptance, 50% at project completion. \$25,000 and more: 30% at contract acceptance, 30% at onset of work, 30% at project completion, 10% at client acceptance of final punch list. Change orders will be billed with final invoice.

Security deposits are non-refundable.

(i) See payment schedule for all deposit and progress payments **

(ii) A Payment for the remaining portion of the bill payable when the Contractor has given provided an Invoice advising that the Work is complete, subject to construction lien legislation.

**For final billing, project will be considered completed when 95% or more of the project is completed, less than 5% of materials not installed due to material delays or weather-related delays is allowed and 3rd progress payment of 30% total will be due. Final 10% will be due upon client acceptance and punch list completed. Any Change orders will be included in 3rd progress payment and are due at that time. Any items that may not be available for longer than 30 days after completion, will be deducted from final 10% payment and will be billed separately when material is available.

1. Payment for change(s) in the Work will be made separately, following the Contractor's completion of the change and within 5 days of the Contractor providing an invoice for same. All invoices are due when rendered and will incur interest at a rate of 1.5% per month, or 18% per annum. If because of climatic or other conditions reasonably beyond the control of the Contractor the Work cannot be completed, payment in full for that portion of the Work which has been performed shall be made by the Owner and the Owner may withhold, until the remaining portion of the Work is completed such an amount sufficient and reasonable to cover the cost of performing such remaining work.

2. Should the Owner be insolvent, be adjudged bankrupt or default in any payment, the Contractor may give notice of said default to the Owner and should said default remain uncorrected for a period of (5) five days thereafter the Contractor without further notice to the Owner may stop performance of the Work or terminate this Agreement such that the Contractor's obligations hereunder will be suspended or terminated without limitation, the Owner will have the sole responsibility to monitor and manage the safety and condition of the Premises and the Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination.

3. Notices under this Agreement must be in writing and must be delivered in person or sent by registered mail postage prepaid and addressed to the Owner or to the Contractor. A notice will be considered to have been given or made on the day that it is delivered, or, if mailed, five (5) business days after the date of mailing. Either party may give notice to the other of a change in the address and if such notice is given the address specified in that notice will then apply for the purposes of giving notices under this Agreement.

All additional services or billings are due and payable upon receipt of the invoice. All credit card users will incur a 3% service charge. Should it become necessary for Rockaway, Inc. to pursue collections of outstanding invoices the Client/Owner agrees to pay attorney's fees, court costs, interest and all expenses incurred in said collections.



**Agenda Item #10D
Flood Awareness Week**

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

AGENDA ITEM:	Flood Awareness Week – Education and Prevention
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director, Floodplain Manager
DATE:	March 3, 2025
BACKGROUND:	Every year, usually the first full week of March, Flood Awareness begins. This year, it will begin on March 3, 2025. Florida Flood Awareness Week, typically held in March, aims to raise awareness about the risks of flooding in the state and to promote preparedness. The objective is to educate the public about the importance of flood safety, preparedness actions, and the need for flood insurance. The week also highlights the potential impact of floods on communities, individuals, and the environment. In 2023, the Neptune Beach community Development office completed the rigorous FEMA National Flood Insurance Program Community Rating System (or CRS) 5 year cycle visit. The CRS program benefits Neptune Beach by providing Reduced flood insurance rates, enhanced public awareness of flood hazards, improved flood mitigation standards, and eligibility for federal assistance programs. This year, staff worked aggressively to exceed CRS federal and state minimum standards to improve our current class 7 CRS rating. As a result of this hard work, staff expect an increase in Neptune Beach's CRS rating to further reduce the cost of Flood Insurance to property owners. KNOW YOUR HAZARD: Did you know that a third areas in Neptune Beach are potentially prone to some amount of flooding from excessive rainfall? Property owners need to know their flood risk. Updated Preliminary FEMA Maps will be released this summer: Go to FEMA to determine your risk. https://msc.fema.gov/portal/search#searchresultsanchor

FLOOD INSURANCE:

Flood insurance is available to everyone, regardless of whether you rent, own or have a business, and is available even if you are not in a mapped floodplain. Flood insurance is not included in your property insurance policy.

For more information visit fema.gov/national-flood-insurance-program

PROTECT YOURSELF:

Turn Around Don't Drown

Floodwaters are deceptively dangerous! Even 6" of moving water can knock people down and sweep away cars. Be proactive to stay safe! Know your risks and make a flood plan and preparation kit. Monitor alerts when bad weather comes, get to higher ground, and heed warning signs.

Know how to stay informed.

Develop a safety plan for your family and pets in case of evacuation.

PROTECT YOUR PROPERTY:

Protect your property from flood hazards. Insurance is your first level of protection. Other methods include installing flood vents where appropriate or raising electrical system components.

BUILD RESPONSIBILITY:

Build responsibly. Before you build, find out what the regulations are and what permits are required. Be aware of substantial improvement rules, which are there to correct structures built before regulations and flood mapping. These apply when a structure is below a known base flood elevation plus freeboard.

PROTECT OUR NATURAL FLOODPLAIN FUNCTIONS:

Protect our natural floodplain functions. Keep swales and drainage ditches clear of debris to ensure water flow.

FLOOD ECONOMICS:

What would it cost if you lost your home due to flooding? There are ways to help. Mitigation through insurance, retrofitting, relocation, or elevating saves a community \$6 for every \$1 spent.

For more information about federal grant programs for mitigating your structure, visit fema.gov/grants.