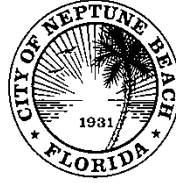




AGENDA
Regular City Council Meeting
Monday, May 5, 2025, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. HEAL Foundation Surf Camp Presentation
3. APPROVAL OF MINUTES
 - A. **April 7, 2025, Regular City Council Meeting**
April 21, 2025, Special City Council Meeting
April 21, 2025, Workshop City Council Meeting
April 21, 2025, Town Hall Meeting
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT
 - A. April 2025 Report
 - B. FY26 Budget Workshop Timeline
 - C. FY26 Millage Rate Discussion
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2025-08, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach Relating to Durational Residency Requirements for Qualification as Elector; Amending the Code of Ordinances by Amending Chapter 9, Entitled "Elections" by Amending Section 9-7. "Elector"; Providing for Legislative Findings and Intent; Providing for Amendment; Providing for Conflicts; Providing for Codification; Providing for Severability; and Providing for an Effective Date
9. OLD BUSINESS
 - A. Appointment of Members of Finance & Auditor Selection Committee
 - B. Appointment of Police Pension Board Members
 - C. Neptune Beach Senior Activity Center Finances Presentation
10. NEW BUSINESS
 - A. City of Neptune Beach v. Steins - Homeowners Request for Code Enforcement Fine Reduction

- B. Consideration of Approval of Dancin' in the Street Event - May 17, 2025
 - C. RESOLUTION NO. 2025-09, A Resolution for Assistance 2025 Under the Florida Inland Navigation District Waterways Assistance Program (Hopkins Creek Kayak Launch)
- 11. COUNCIL COMMENTS
 - 12. ADJOURN



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, APRIL 7, 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, April 7, 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
 Senior Center Director Leslie Lyne
 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 meeting to order at 6:00 p.m. and Councilor Rogers led the Pledge of Allegiance.

NBPD Officer of
 the Year

Chief of Police Michael J. Key presented the 2024 Officer of the Year Award to Sergeant Dustin J. Kamppi. Sergeant Kamppi has been with the Neptune Beach Police Department since 2002. He was recognized for his dedication, leadership, and service to the department and the community.

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

March 3, 2025, Regular Council Meeting
March 17, 2025, Special City Council Meeting
March 17, 2025, Workshop City Council Meeting
March 17, 2025, Town Hall Council Meeting

Roll Call Vote:

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

MOTION CARRIED

CITY MANAGER REPORT**City Manager
Report**

City Manager Richard Pike reported on the following:

- Mid-year budget reviews for FY24-25 have been held with department heads.
- Preparation for FY25-26 will begin and he will update Council.
- The FY25-26 millage rate will be considered and discussed soon.
- An Eagle Scout has helped with renovations at the Jarboe Park baseball field for his project and will address Council at a future meeting.
- On Saturday, April 19, 2025, Beaches Go Green Earth Day will be held at the Beaches Town Center from 9:30 a.m. to 11:30 a.m.
- On Friday, April 11, 2025, Movies with the Mayor, will be held at Jarboe Park. Food trucks open at 6:00 a.m. An Eco-egg Hunt will be at 6:30 p.m. followed by the movie, Peter Rabbit, which will start at 8:00 p.m.
- The ribbon-cutting for the Neptune Beach Elementary School newly renovated track will be held on Thursday, May 1, 2025, at 6:30 p.m.

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

Senior Center

Mr. Pike explained the Council had requested information on a reimbursement agreement between the City and the Senior Center. The reimbursement had been discussed several times but there was no formal agreement reached. Staff is recommending the City Attorney draft an agreement. Leasing the building was also discussed but an agreement was never reached on that as well. Staff is also recommending a lease agreement be drafted. Mr. Pike also stated that Senior Center Director Leslie Lyne has been utilizing a Waiver of Liability, however that also needs to be requested by Council.

Mayor Bylund reported that the letter written to the original manufacturer of the building, BOXX Modular, to see what they would do in regards to the repairs has been received. BOXX Modular stated they took the matter seriously and would be scheduling a visit Neptune Beach.

City Attorney Paul Waters stated that in addition to the reimbursement and lease agreements, the City should learn more about the nonprofit itself. He is recommending the director, just as any other department director would do, give an update of the status of the Neptune Beach Senior Activity Foundation, LLC. He expressed the importance of knowing what the nonprofit organization is and this is the way to start heading in the right direction of the Senior Center becoming self-sufficient.

Made by Livingston, seconded by Messinger.

**Reimbursement
Agreement**

MOTION: TO ENTER INTO A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF NEPTUNE BEACH AND THE NEPTUNE BEACH SENIOR ACTIVITY CENTER FOUNDATION, INC., INCLUDING REIMBURSEMENT OF ALL PRIOR, CURRENT AND FUTURE EXPENDITURES

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Lease Agreement Made by Messinger, seconded by Horvath.

MOTION: **TO DIRECT THE CITY ATTORNEY TO PREPARE A WRITTEN LEASE AGREEMENT BETWEEN THE CITY OF NEPTUNE BEACH AND THE NEPTUNE BEACH SENIOR ACTIVITY CENTER, INC., FOR THE USE OF THE SENIOR CENTER**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Waiver of Liability Made by Messinger, seconded by Horvath.

MOTION: **TO DIRECT THE CITY ATTORNEY TO PREPARE A WRITTEN WAIVER OF LIABILITY TO BE SIGNED BY ALL USERS OF THE SENIOR CENTER**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Status of 501(c)(3) Made by Horvath, seconded by Livingston.

MOTION: **TO DIRECT LESLIE LYNE, EXECUTIVE DIRECTOR OF THE SENIOR CENTER, TO MAKE A DETAILED PRESENTATION AND PROVIDE SUPPORTING DOCUMENTATION AS OUTLINED WITHIN THE NEXT 30 DAYS**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

ORDINANCES

Ord. No. 2025-05, Historical Review Board Ordinance No. 2025-05, 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 5, Historical Review Board, Providing Codification, Conflicts, Severability, and Providing an Effective Date.

Public Hearing Mayor Bylund opened the public hearing.

Peter Maloney, 1916 Oceanfront, Neptune Beach, stated he does not believe houses built before a certain date are exempt from problems for houses built after that date. His preference is a rule where everyone is the same.

Alison Ronzon, 221 South Street, Neptune Beach, stated that since 2003, 44 historical homes have been demolished. They represent the character and history of Neptune Beach. Sometimes the reason the houses are demolished is the nonconforming they sit on, will not for a modest renovation. The proposed ordinance will help homeowners be able to renovate and preserve their older home.

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

Discussion/
Questions Community Development Director Heather Whitmore, explained that Ordinance No. 2025-05 establishes Chapter 2, Article VII, Division 5, which creates a Historical Review Board. She stated that this provides a means for property owners to obtain an exception to certain requirements found in Chapter 27, the Land Development Code. She clarified that this does not establish any type of variance provision. It is an exceptionality, which is different.

Ms. Whitmore expressed that the ordinance establishes the Historical Review Board. The Board then approves requests for historical significance designation made by property owners. The Board would then have the ability to review and approve Certificates of Appropriateness for any proposed exterior improvements to the property that have the historical designation. The Board consists of five (5) members, at least three (3) of whom shall be residents of the City of Neptune Beach. All members of the Board shall be appointed by the Mayor and confirmed by the City Council.

Council discussion included standards for historic designation, lot size, negative impact on neighbors, appeal process, number of applications, and board criteria.

The ordinance failed at First Read due to lack of a motion.

Ord. No. 2025-06, E-bikes Ordinance No. 2025-06, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7. Beaches and Waterways, Article II, Beach Regulations, By Amending Section 7-29, Beach Personal Vehicle Regulations by Repealing the Ban of Electric Bicycles 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.

Chief of Police Chief of Police Michael Key stated this is about balance. E-bikes are an emerging technology and many state laws have not caught up. Denying or rejecting new technology is not always a solution. The goal is to seek legal consequences for the reckless operation of e-bikes not the operation of them, which is what is in place. The problem of reckless operation has not been solved as it is not just a police department issue to solve. It is going to take the entire community to do that. He has seen the influence of the Police Department's efforts in changing some behaviors. He suggested parents help if an e-bike is purchased. Banning e-bikes from the beach is entirely too restrictive.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE ORDINANCE NO. 2025-06, REPEALING THE BAN OF ELECTRIC BICYCLES ON THE BEACH, AT FIRST READ**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Ord. No. 2025-07, Amending FY2025 Budget Ordinance No. 2025-07, 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, Mayor Bylund closed the public hearing

Made by Livingston, seconded by Horvath.

MOTION: **TO APPROVE ORDINANCE NO. 2025-07, AMENDING FY2024-2025 BUDGET AT FIRST READ**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

NEW BUSINESS

MOU Between
CONB and US
ICE Agency

Consideration of Approval of Memorandum of Understanding (MOU) between the City of Neptune Beach and the United States Immigration and Customs Enforcement Agency. Chief Key explained this MOU allows trained law enforcement personnel, which are Neptune Beach police officers, to perform specific immigration and enforcement tasks under Immigration and Customs Enforcement Agency (ICE) supervision. This documents states Neptune Beach will participate on the national level. It is not unique to Neptune Beach. Failure to comply has the potential to label Neptune Beach as a sanctuary city and as police chief, he would recommend not doing that.

Chief Key clarified Councilor Messinger's that Duval County had recently passed something similar. The mayor did not veto or sign it and it became law.

Made by Messinger, seconded by Rogers.

MOTION: **TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEPTUNE BEACH AND THE UNITED STATES IMMIGRATION AN CUSTOMS ENFORCEMENT AGENCY**

Roll Call Vote:

Ayes: 4 - Messinger, Rogers, Horvath and Bylund

Noes: 1-Livingston

MOTION CARRIED

Paving/Milling
Roads

Approval of Milling and Paving Various Roads -FY25. Public Works Director Deryle Calhoun reported this request is to mill and pave various roads, which includes Kings Circle South - Florida Blvd to Marsh Point Road; Marsh Point Road - Kings Circle South to Bartolome Road; Bartolome Road, excluding the cul-de-sac; Rosewood Drive – Marsh Point Road to dead-end and Seawood Drive – Florida Blvd to dead-end. Mr. Calhoun stated staff had identified a paving continuing services contract between Duval County School Board and Shifting Gears, LLC., approved by the City Attorney.

Councilor Rogers questioned if the company that was the primary for the bid award, Eco Premier Coating, had been contacted as it looked like they had a better offer.

Made by Horvath, seconded by Messinger.

MOTION: **TO PROVISIONALLY AWARD TO SHIFTING GEARS, LLC., IN THE AMOUNT OF \$228,883.15, UNLESS ECO PREMIER COATING, LLC. , OFFERS A BETTER RATE WITH A COMPARABLE TIMELINE**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

3rd Street Gravity
Sewer Emergency
Repair

Emergency Repairs to 3rd Street Gravity Sewer. Mr. Calhoun explained this was for the repair of the sanitary sewer pipe crossing 3rd Street that had recently failed. Gruhn May, Inc., the city's continuing services utility contractor, was contacted and subsequently brought Jax Utilities Management, Inc. on as a subcontractor. Jax Utilities provided labor and equipment for repairs over the course of February 19 through March 3. The pipe was subsequently cleaned, video inspected and returned to service.

Made by Horvath, seconded by Livingston.

MOTION: **TO APPROVE THE GRUHN-MAY INVOICE IN THE AMOUNT OF \$325,500.00**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Public Works Roof
Project Award

Award for Public Works Roofs and Related Replacement Project. Mr. Calhoun pointed out that the public works roofs are approximately 20 years old. This project was approved by Council and two bids were received from the advertised project. TC Metal Roofing LLC - \$439,000.00 and Inland Construction & Engineering, Inc. - \$784,000.00.

Mr. Calhoun stated that he is proposing to accept the Alternate Bid items for 22 gauge standing seam as opposed to the base bid of 24 gauge which would be required for any future solar panel installation.

Made by Messinger, seconded by Livingston.

MOTION: **TO AWARD TO TC METAL ROOFING, LLC., IN THE AMOUNT OF \$553,964, WHICH INCLUDES ALTERNATIVE BID ITEMS 1 AND 2, AND A BUYER'S CONTINGENCY ALLOWANCE OF \$50,000.00**

Roll Call Vote:

Ayes: 2 – Messinger and Livingston

Noes: 3 – Rogers, Horvath and Bylund

MOTION FAILED

Made by Rogers, seconded by Messinger.

MOTION: **TO APPROVE THE BID FROM TC METAL ROOFING, LLC., AND ISSUE A CONTRACT WITH THE EXCEPTION OF BID ALTERNATE ITEM #2**

Roll Call Vote:

Ayes: 3 – Rogers, Messinger and Livingston

Noes: 2- Horvath and Bylund

MOTION CARRIED

Res. No. 2025-07,
Penman Road

Resolution No. 2025-07, A Resolution by the City of Neptune Beach, Florida, Supporting the City of Jacksonville's Proposed Conceptual Design for Improvements to the Penman

Road Corridor; Providing for Adoption of Recitals, Repeal of Prior Inconsistent Resolutions and Council Decisions, Severability, and an Effective Date.

Mr. Pike reminded everyone that Neptune Beach held an Open House on February 18, 2025, where COJ and engineers for the Penman Road Project, Peters and Yaffee, presented updated concepts for the project. There was also an Open House held on January 16, 2024, also with updates and public input.

Mr. Pike advised that COJ is ready to move forward and is seeking additional response from Neptune Beach regarding the project and will proceed with plans as designed unless they hear any additional feedback.

Mayor Bylund stated the current plans include the roundabout at the five way intersection,

Made by Horvath, seconded by Messinger.

MOTION: **TO APPROVE RESOLUTION NO. 2025-07. A RESOLUTION BY THE CITY OF NEPTUNE BEACH, FLORIDA, SUPPORTING THE CITY OF JACKSONVILLE'S PROPOSED CONCEPTUAL DESIGN FOR IMPROVEMENTS TO THE PENMAN ROAD CORRIDOR; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

City Manager
Comments

Mr. Pike praised Public Works employees for their efforts in repairing the damage at 3rd Street and Florida Boulevard.

Historical Review
Board Ordinance

Mr. Waters asked if Council wanted to set a date to workshop the Historical Review Board Ordinance. He added Council can contact staff on specific issues and make adjustments and tweaks.

Made by Rogers, seconded by Messinger.

MOTION: **TO BRING BACK ORDINANCE NO. 2025-05 TO THE APRIL 21, 2025, COUNCIL WORKSHOP**

Roll Call Vote:

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

Noes: 0

Adjournment

There being no further business, Mayor Bylund adjourned the meeting at 8:23 p.m.

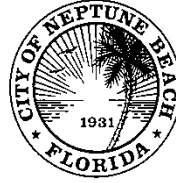
Corrine A. Bylund, Mayor

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, please go to, <https://www.nbfl.gov/minutes-and-agendas> and click on the video for the meeting in question.***



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, APRIL 21, 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 Monday, April 21, 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(<i>absent</i>) 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
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Call to Order/Roll Call/Pledge Mayor Bylund called the Special Meeting to order at 6:00 p.m.

Pledge of Allegiance Neptune Beach Boy Scout Troop 282 led the Pledge of Allegiance.

Eagle Scout Project Recognition Scouts Gabe and Luke Williams were recognized for the improvements to the Jarboe Park Baseball Field for their Eagle Scout project. Their project included constructing a new dugout and foul ball fence.

Water Conservation Month Proclamation Mayor Bylund read and presented a proclamation recognizing April as Water Conservation Month. Doug Conkey, Intergovernmental Coordinator, St. Johns River Water Management District, was present to receive the proclamation.

Mr. Conkey thanked Council and pointed out this is the 27th year for Water Conservation Month. He gave an overview of the North Florida Regional Supply Plan. This plan includes 14 counties and 8,000 square miles and ensures sustainable water supplies and protects North Florida's waterways.

PUBLIC COMMENTS

Public Comments Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding PUDs and the language of the Code, 500 Atlantic, the roundabout, and the Senior Center.

ORDINANCES

Ord. No. 2025-04, Finance Committee Ordinance No. 2025-04, Second 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.

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

Council Discussion Councilor Messinger recommended adding language to Section 2-487(b), "and confirmed by City Council," so it reads the same as Section 2-487(a).

Councilor Horvath proposed that discretionary provisions of the ordinance, unrelated to the auditor selection committee, should sunset 30 days after the one-year review.

Made by Messinger, seconded by Horvath.

MOTION: **TO PASS ORDINANCE NO. 2025-04 AT SECOND READ WITH THE AMENDMENTS TO ADD THE LANGUAGE "AND CONFIRMED BY CITY COUNCIL" TO SECTION 2-487(b) AND SUNSET SECTIONS 2-489(2) AND 2-490, 30 DAYS AFTER ONE-YEAR REVIEW.**

Roll Call Vote:

Ayes: 4 - Horvath, Messinger, Rogers, and Bylund

Noes: 0

MOTION CARRIED

Ord. No. 2025-06, E-bike Regulations Ordinance No. 2025-06, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7. Beaches and Waterways, Article II, Beach Regulations, By Amending Section 7-29, Beach Personal Vehicle Regulations by Repealing the Ban of Electric Bicycles 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.

Made by Messinger, seconded by Rogers.

MOTION: **TO ADOPT ORDINANCE NO. 2025-06, REPEALING THE BAN OF ELECTRIC VEHICLES ON THE BEACH**

Roll Call Vote:

Ayes: 4-Rogers, Messinger, Horvath, and Bylund

Noes: 0

MOTION CARRIED

Ord. No. 2025-07, Amending FY25 Budget Ordinance No. 2025-07, Second 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, Mayor Bylund closed the public hearing

Made by Messinger, seconded by Horvath.

MOTION: **TO ADOPT ORDINANCE NO. 2025-07, AMENDING FY2024-2025 BUDGET AT SECOND READ**

Roll Call Vote:

Ayes: 4 - Horvath, Messinger, Rogers, and Bylund

Noes: 0

MOTION CARRIED

RESOLUTIONS

Res. No. 2025-08, Finance Committee Appts

Resolution No. 2025-08, A Resolution of the City of Neptune Beach, Florida, Appointing Members to the Finance and Auditor Selection Committee

Mayor Bylund advised she was appointing, with Council's confirmation, Joe Cox and Lynda Padrta. Brent Rogers will be the Chair as the member from the governing body.

Council discussion included the number and qualifications of applicants, questions for the applicants and the process for appointing the members.

Made by Horvath, seconded by Rogers.

MOTION: **TO CONFIRM BRENT ROGERS, DEFER THE OTHER APPOINTMENTS, JOE COX AND LYNDIA PADRTA WILL NEED TO BE PRESENT AT THE MAY 5, 2025, COUNCIL MEETING AND ANY QUESTIONS THAT COUNCIL WANTS TO ASK NEED TO BE SUBMITTED TO CITY CLERK PRIOR TO AGENDA DEADLINE**

Roll Call Vote:

Ayes: 3- Horvath, Rogers, and Bylund

Noes: 1-Messinger

MOTION CARRIED

DEPARTMENTAL ITEMS

Rescind Public Works Roof Bid Award

Rescind Public Works Roof and Related Replacement Project Award. Public Works Director Deryle Calhoun confirmed, at the request of Council on April 7, 2025, that Duval County Schools did not renew the contract with the primary awardee, Eco Premiere Coating, LLC, for lack of performance. This was regarding the award of paving and milling of various roads in the City.

Mr. Calhoun explained that it was discovered that the Council award to TC Metal Roofing, LLC, for the Public Works Roof project on April 7, 2025, did not provide a 20-year warranty for the galvanized roofing. There are also implications for the FEMA floodplain.

Made by Messinger, seconded by Horvath.

MOTION: **TO RESCIND THE PREVIOUS AWARD TO TC METAL ROOFING, LLC**

Roll Call Vote:

Ayes: 4 - Rogers, Horvath, Messinger, and Bylund

Noes: 0

MOTION CARRIED

Florida Blvd
Pump Station
Switch

Florida Boulevard Pump Station Automatic Transfer Switch. Mr. Calhoun explained this request is for the automatic transfer switch (ATS) for the generator at Florida Boulevard. The switch transfers from utility line power to generator power in the event of utility power line fail. The existing switch is 24 years old, and this has been budgeted for FY25. Ring Power provides the maintenance for the Caterpillar generator served by the ATS. He pointed out that this generator is from 2001 and is about \$250,000 replacement. He confirmed that this ATS would work with a new generator.

Councilor Rogers asked when the generator does need replacing, will the City need to buy the same make generator for the switch?

Mr. Calhoun stated he had not asked that and Councilor Rogers added he would be cautious about buying the switch and then being locked in.

Made by Horvath, seconded by Messinger.

MOTION: **TO APPROVE AWARD TO RING POWER IN THE AMOUNT OF \$30,651.50**

Roll Call Vote:

Ayes: 0

Noes: 4 - Horvath, Messinger, Rogers, and Bylund

MOTION FAILED

Made by Messinger, seconded by Rogers

MOTION: **TO APPROVE AGENDA ITEM 6B, PROVIDED THE SWITCH IS A UNIVERSAL PIECE THAT CAN WORK WITH OTHER FUTURE EQUIPMENT**

Roll Call Vote:

Ayes: 4-Messinger, Rogers, Horvath, and Bylund

Noes: 0

MOTION CARRIED

Adjournment

There being no further business, the Special Meeting adjourned at 6:53 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 you wish to view.*



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, APRIL 21, 2025, 6:53 P.M.
IMMEDIATELY FOLLOWING SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 21, 2025, at 6:53 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

Mayor Cori Bylund
 Vice Mayor Nia Livingston(*absent*)
 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
 Community Development Director Heather Whitmore
 Public Works Director Deryle Calhoun
 Parks and Sustainability Director Colin Moore
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

Mayor Bylund called the workshop meeting to order at 6:53 p.m.

PUBLIC COMMENTS

**Public
Comments**

The following speakers spoke in favor of Ordinance No. 2025-05:

Monty Kiernan, 234 Florida Boulevard, Neptune Beach
 Michelle Baur, 920 1st Street, Neptune Beach
 Alison Ronzon, 221 South Street, Neptune Beach
 Barbara Williamson, 1412 Strand Street, Neptune Beach
 Henny Schoonover, 214 Oceanfront, Neptune Beach
 Rosemary Naughton, 516 1st Street, Neptune Beach
 Shandy Thompson, 1215 Big Tree Road, Neptune Beach
 Shellie Thole, 310 Oleander Street, Neptune Beach

PROPOSED ORDINANCE

**Proposed
Ordinance No.
2025-05,
Historical
Board Review**

Discussion of Proposed Ordinance 2025-05, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article VII, Boards and Commissions, By Creating Division 5, Historical Review Board, Providing Codification, Conflicts, Severability, and Providing an Effective Date (For Discussion)

- Discussion Councilor Horvath stated he owns a historic home. He moved to Neptune Beach three years ago and was told to tear down his home. He completely renovated it. He expressed that he is a proponent of keeping historic homes.
- Council discussion included the requirements for the historical board, the impact on the neighbors and when Council could review the application.
- Break Mayor Bylund called for a break at 8:17 p.m. Mayor Bylund reconvened the meeting at 8:21 p.m.
- Pension Board Appointments Neptune Beach Police Officers' Retirement Fund Board City Council-Appointed Positions Discussion. Mayor Bylund explained that there are two Council-appointed positions on the pension board. Ray Len has resigned, and Michael Phillips has submitted his application for reappointment. The applicants are Julio Esteban, Lorelei Lampe, Timothy Strong, Michael Phillips and Heather Bayfield Weidle.
- Mayor Bylund explained that all of the applicants would come to the May 5 Council meeting and give a two-minute introduction. Council will select Mr. Len's position and then Mr. Phillips' position.
- Adjournment There being no further business, the workshop meeting adjourned at 8:28 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING
MONDAY, APRIL 21, 2025, 8:28 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 Monday, April 21, 2025, at 8:28 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:**IN ATTENDANCE:**

Mayor Cori Bylund
Vice Mayor Nia Livingston(*absent*)
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 8:28 p.m.

**Public
Comments**

Mayor Bylund announced the first public comments would be regarding the Senior Center.

Shellie Thole, 318 Oleander Street, Neptune Beach, spoke regarding renting the Senior Center for events creating a financial stream. She stated that she does not support boats/RVs in front yards. She also asked about the live local legislation.

Mayor Bylund stated that the live local was passed to control home rule. This is not new and as passed two years ago. She encouraged everyone to stop saying PUDs will be built.

Mayor Bylund reported the boat/RV issue had been workshopped and was also the focus of a Town Hall. The Code has not been changed. When there is a new Code Enforcement Officer, the Codes will be enforced. There should be no surprises.

Ms. Whitmore announced a new Code Enforcement Officer will be starting May 12.

Mayor Bylund stated the goal of the Senior Center is to be a separate entity but be under the umbrella of the City.

Gina Klein, 220 Myra Street, Neptune Beach, stated there are amazing things that can be done at the Senior Center.

Carolyn Carter, 1809 Pelican Court, Neptune Beach, commented she can walk to the Senior Center and has not seen anyone working on it. She asked when it would be complete.

Mayor Bylund explained no one can be working at the Senior Center unless there are financially sound contracts. There can be no financially sound contracts until everything has been investigated. Every meeting there are new issues that need further investigation. The goal is to reopen as soon as possible. It is an inconvenience for everyone.

Mr. Pike reported he and Mr. Calhoun are meeting with BOXX Modular this week. This is in response to a letter that was sent.

Public
Comments-
Open Topic

George Ronzon, 221 South Street, Neptune Beach, asked about boats/RVs, the condition of the asphalt on 1st Street, the green monster, what is coming to the 500 Atlantic area and the Seahorse Inn.

Mr. Calhoun stated that all of the fire hydrants would be tested in May and would show gaps in our water distribution system. He added that the JEA model said that the City needs a larger loop around the City which would allow to spoke out and get better coverage.

Mayor Bylund reported there were no immediate plans for the green monster to go away. She reported City leaders met with JFRD and no one is in danger of their house burning down. She also explained the options for the 500 Atlantic development to have sufficient fire suppression and utilities

She reported that nothing has been proposed for the Seahorse Inn to change anything outside of our Code.

Adjournment

The Town Hall Meeting adjourned at 9:19 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.*

City Manager's Report

Departmental Recaps-4/30/2025

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

City Clerk-Catherine Ponson

- Submitted Continuing Assignments for Florida Clerk Professional Program
- Fulfill ongoing public records requests and answer questions
- Prepare Minutes and Council agenda packets
- Prepare public notices for all upcoming meetings
- Prepare and submit required public hearing notices for the second read of ordinances to the *Jacksonville Daily Record*
- Prepare and fulfill requested lien searches

Community Development-Heather Whitmore

- **Public Meetings:**
 - **City Council:**
 - Pending Workshops: Ordinance No. 2025-05 Establishing Chapter 2: Division 5. Historical Review Board
 - **Community Development Board: May 14, 2025**
 - Linda Olsen: 1409 Neptune Oaks
 - 2020 Seagate – breezeway variance
 - **Special Code Magistrate:** 1901 Forest Ave order issued 4/28/25
- **Planning and Public Engagement Initiatives**
 - Third/Atlantic Master Planning/Kmart Redevelopment/Lemon Street Unified Plan- forthcoming for review by Council Workshop
 - Hurricane and Flood Preparedness Campaign – June/July 2025 Hurricane Season
 - Comp Plan Updates - forthcoming June 2025:
 - Property Right's Element
 - Infrastructure Element: Water Supply Facilities Work Plan
- **Staff Updates:**
 - Code Enforcement Officer: May 12, 2025 start date
- **Incoming Development**
 - Pete's Bar (for review and comment) - forthcoming pending dates from the applicant
 - Dumpster Lease
 - Development Order Modification

- 1112 Third St (for review and comment) - forthcoming pending dates from the applicant
 - Development Agreement
 - Utilities Availability
 - Development Order/Special Exception/Variance
- Bakkes/Marsh Point Development- No update
- **Services/Contracts**
 - Community Development Online Permitting and Electronic Records - forthcoming 2025/2026 FY
 - JFRD Fire Plans Examination and Inspection Service Contract – forthcoming pending dates from JFRD
- **Special Projects**
 - Fee Resolution Table 2022-07 – forthcoming June/July 2025

Finance-Jaime Hernandez

- Have budget meetings with Department Heads to discuss items for the FY 2025-26 budget
- Working on the preliminary Operating Budget for FY 25-26 to determine the possibility of a Millage Rate Increase
- FY 2022-23 audit in the review process at Purvis Gray
- Filled the Staff Accountant position; the first day of work is scheduled for May 12, 2025
- Lisa Hill and Michael Owens are scheduled to attend the TYLER conference from May 11 to May 14, 2025
- Working on a request for proposal (RFP) for new auditors

Human Resources-Jillian McCann

- The Human Resources Department is excited to announce the successful hiring of Nathan York and Noah Tackett for the Laborer 1 positions in the Parks and Streets Division. They will join a fantastic team that enhances the city's beautification efforts. Our seasonal lifeguards are also returning to the beach to ensure everyone's safety.
- We are also pleased to announce that Ms. Becky Kohlhaas has been selected to fill the Staff Accountant position in the Finance Department. With over 25 years of accounting experience, she will be a valuable addition to our finance team.
- Furthermore, Mr. Todd Stevens was selected to fill the Code Enforcement position in the Community Development Department.
- Our Employee Appreciation Yard Olympics event was a great success! Several employees have shared suggestions for next year's event, and we look forward to planning another exciting gathering.

- Our department has recently begun utilizing governmentjobs.com as an additional hiring tool and will start utilizing the Knowb4 training system to implement employee training.
- Professional development is ongoing, with some team members currently enrolled in the Employment and Human Resources Law Workplace Investigations certificate program.

IT Department-Ricardo Pizarro

- **Software:** Selected permitting solution for Community Development. Conducted Cloud Implementation Plan for Government Cloud resources for general use within the city.
- **Social media:** DoIT, with the assistance of the social media manager, will be distributing a new e-newsletter to the residents of Neptune Beach. We have also installed a digital wallboard at City Hall to share information with the public.
- **Infrastructure:** Implemented Phase 3 of Cameras and Access Control for the City
- **Staff:** Began interviews for GIS Architect position.

Parks & Sustainability- Colin Moore

- FY 25 State Appropriations Request for Bay St Culvert Replacement submitted to Rep Michael and Sen Yarborough
- Partnered with Beaches Go Green on Eco-Egg Hunt at 6:30 pm on 4/11
- Partnered with Beaches Go Green on Earth Day Beach/Town Center Cleanup on 4/19/25
- Submitted request for eight new dune walkovers to Congressman Rutherford's office on 4/24
- Surface repairs to Jarboe Park courts began the week of 4/28
- Attended FDOT North Florida Transportation Planning Summit on 4/29
- Neptune Beach Elementary PTA track ribbon cutting on 5/1 at 6 pm, open to the public at 6:30 pm
- Due to water intrusion, Jarboe Park court light fixture components are being replaced under the manufacturer's warranty – work is now scheduled for May 12-16
- 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 has completed drilling, water testing, and performance testing. Pump scheduled for delivery 4/20/25 and yard piping to complete 5/25/25. **The electrical subcontractor is awaiting the delivery of panels, which are expected to coincide with the mechanical schedule.**
- Water Management District Consumptive Use Permit – A 20-year permit was successfully negotiated and issued to the City of Neptune Beach.

- Fire protection water supply gap analysis – Gap report is finalized. Fire hydrant testing contractor will flow test all hydrants in May.

Wastewater System

- Permit renewal application submitted to FDEP - **Second-amended Consent Order was executed regarding permit exceedances prior to Plant 2 returning to service. As a result, FDEP issued a draft permit for the facility. Staff has submitted comments to FDEP.**
- Redundant 3rd Street gravity pipeline – **Pre-bid meeting was held with contractors and bids are scheduled to open 4.30.25.**
- Cave-in at Florida Blvd and 3rd Street – Contractor began excavating the week of 2/17/25 and completed site rehab as of 3/03/25. The pipeline was cleaned and returned to service; additional pipe deformation was noted. Staff has developed a means to abandon this pipeline, adding it as a bid alternate to the redundant crossing project.
- Florida Blvd force main extension – Project was approved in FY25 budget. The FDEP permit has been received. A bid package is nearing completion.
- Stormwater and groundwater Inflow and Infiltration (I&I) reduction effort - Indian Woods subdivision main pipes and service laterals were cleaned and televised, followed by Oceanwood and parts of the Fletcher pump station collection system. Staff have reviewed all videos and ranked pipes for the purposes of prioritizing rehabilitation. Options for rehabilitation will be presented to the Council during the FY26 budget process.

Stormwater System

- Hopkins Creek improvements at Florida and Forest – Design is underway by a COJ engineering consultant. 30% of the design was reviewed by CONB.
- Myra, Margaret, and South stormwater improvements – Two bids were opened 4/23/25, and the low bid is approximately \$ 1.5 M. **Staff and the engineering consultant are reviewing the bid packages.**

Senior Center

- Water intrusion damage – **Site visit with building vendor scheduled for 4/24/25.**

Public Works

- **Public Works roofing project – Award was rescinded at Council 4/21/25 to address roof panel specification issue and to address buildings within the floodplain.**
- **FY25 Milling and Paving project – Milling to occur 4/24/25 and 4/25/25 followed by paving 4/28/25 and 4/29/25.**
- **Lifeguard station improvements – Awaiting quote from surveyor for Elevation Certificate.**
- **Sidewalks – Staff are grinding elevated sidewalk panels and are developing a scope of work for the replacement of panels where necessary.**

Parks

- **Resurfacing of pickleball and tennis courts - Schedule for 4/28/25 – 5/02/25**

Senior Center-Leslie Lyne

- Jacksonville Beaches Women's Club grant approval in the amount of \$1,000, which will be received May 6, 2025.
- CDBG Grant application under review- anticipate June approval for \$48,000
- FSCJ Broadway in Jacksonville production of ABBA, July 12, 2025 (25 people reserved seating)
- YTD DONATIONS/FUNDRAISERS **\$19,174.07**
- Guests/Members scheduled on fundraising tours to Croatia, Kenya & Tanzania, South Africa, 2 Alaska tours, London & Paris, California Sequoia tour, Azores tour
- HEAL Surf Camp scheduled June 10-11, 2025
- AARP Safe Driver course scheduled Saturday & Sunday, May 17 & 18, 2025
- Closed Memorial Day
- YTD programs/events delivered- 1,114
- YTD Attendees-3,710 (duplicated)
- YTD Attendees-495 (unduplicated)

City of Neptune Beach



Richard J. Pike
City Manager

MEMORANDUM

Date: April 10, 2025
From: Richard J. Pike, City Manager *RJP*
To: All Department Heads
Subject: FY26 Budget & Millage Rate Approval Timeline

Attached is the FY26 Budget & Millage Rate approval timeline I will submit at the May 5, 2025, Regular Council meeting. This is a guideline for advancing the approval process and allowing due time for consideration and revision.

Please be advised that your attendance is mandatory at these meetings to ensure that all questions and concerns regarding your departmental budgets are addressed firsthand. The budget review sessions are especially vital as you will receive real-time feedback from the Mayor and Council following your presentations. *It is imperative that you include your capital outlay requests in conjunction with your operating budget in your department's first budget review presentation.*

Should you have any questions, feel free to contact me. Thank you in advance for your cooperation and due diligence.

FY26 Budget and Millage Rate Approval Timeline
(All Meetings Open to the Public)

May 5, 2025 Regular Council Meeting	Millage Rate Discussion	A millage rate scenario will be provided for Council consideration and advised of deadline for millage rate approval.
June 2, 2025 Regular Council Meeting	Budget Workshop Meeting	Council will meet at 4:00 pm ahead of the Workshop for individual departmental budget presentations by Public Works, City Manager, Parks & Sustainability, and Finance. Question and answer period after each.
June 16, 2025 Workshop Council Meeting	Budget Workshop Meeting	Council will meet at 4:00 pm ahead of the Regular Meeting for individual departmental budget presentations by the Police Department, City Clerk/Human Resources, Community Development Department, and IT. Question and answer period after each.
August 4, 2025 Regular Council Meeting	Proposed Budget-Second Review	Council will meet at 4:00 pm ahead of the Workshop for individual departmental budget presentations by Public Works, City Manager, Parks & Sustainability, and Finance. Question and answer period after each.
August 18, 2025 Workshop Council Meeting	Proposed Budget-Second Review	Council will meet at 4:00 pm ahead of the Regular Meeting for individual departmental budget presentations by the Police Department, City Clerk/Human Resources, Community Development Department, and IT. Question and answer period after each.
September 2, 2025 Regular Council Meeting	FY26 Budget & Millage Rate	First read by Council for Final Budget and Millage Rate Approval
September 15, 2025 Special Council Meeting	FY26 Budget & Millage Rate	Second read by Council for Final Budget and Millage Rate Approval

City of Neptune Beach

Millage Rate Presentation

FY 2025-26

Preliminary Budget FY 2025-26

General Fund Only

Department	FY 2024-25	FY 2025-26	Variance (+/-)	% Variance
Mayor & Council	11,787	9,955	(1,832)	-15.54%
City Manager	116,678	93,008	(23,670)	-20.29%
Finance	256,035	248,358	(7,677)	-3.00%
Legal	37,188	33,748	(3,440)	-9.25%
City Clerk	59,036	87,238	28,202	47.77%
Non Departmental	139,894	139,166	(728)	-0.52%
	620,618	611,473	(9,145)	-1.47%
Community Development	710,517	779,801	69,284	9.75%
Public Safety	5,678,980	5,974,003	295,023	5.19%
Animal Control	102,049	117,124	15,075	14.77%
Public Works	1,338,092	1,335,656	(2,436)	-0.18%
Parks & Sustainability	301,703	329,587	27,884	9.24%
Ocean Rescue	293,611	290,861	(2,750)	-0.94%
	\$ 9,045,570	\$ 9,438,505	\$ 392,935	4.34%
Capital Outlay	\$ 1,430,992	\$ 325,000	\$ (1,105,992)	-77.29%
Total Outflows	10,476,562	\$ 9,763,505	(713,057)	-6.81%
Revenues (total inflows)	10,476,562	9,292,779	(1,183,783)	-11.30%
Variance		\$ (470,726)		

Final Millage Rate Comparison

YR 2023	FY 2023-2024 (Actual)	Property Value		\$ 1,257,519,379	3000
District	District Name	Millage	Tax Value	Percentage	
	1 School	6.4310	8,087,107	35.67%	2,695.70
	2 Government (Duval)	8.0262	10,093,102	44.51%	3,364.37
	3 Urban Svc (CONB)	3.3656	4,232,307	18.67%	1,410.77
	4 Water Mgmt.	0.1793	225,473	0.99%	75.16
	5 Inland Navigation	0.0288	36,217	0.16%	12.07
	Final Millage	18.0309	\$22,674,206	100.00%	7,558.07

YR 2024	FY 2024-2025	Property Value		\$ 1,375,141,625	
District	District Name	Millage	Tax Value	Percentage	
	1 School	6.4310	8,843,536	35.67%	2,947.85
	2 Government (Duval)	8.0262	11,037,162	44.51%	3,679.05
	3 Urban Svc (CONB)	3.3656	4,628,177	18.67%	1,542.73
	4 Water Mgmt.	0.1793	246,563	0.99%	82.19
	5 Inland Navigation	0.0288	39,604	0.16%	13.20
	Final Millage	18.0309	\$24,795,041	100.00%	8,265.01

YR 2025	FY 2025-2026	Property Value		\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage	
	1 School	6.4310	9,610,335	35.67%	3,203.45
	2 Government (Duval)	8.0262	11,994,165	44.51%	3,998.05
	3 Urban Svc (CONB)	3.3656	5,029,473	18.67%	1,676.49
	4 Water Mgmt.	0.1793	267,942	0.99%	89.31
	5 Inland Navigation	0.0288	43,038	0.16%	14.35
	Final Millage	18.0309	\$26,944,953	100.00%	8,981.65

YR 2025	FY 2025-2026	5% Increase	Property Value		\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage		
	1 School	6.4310	9,610,335	35.37%	3,203.45	
	2 Government (Duval)	8.0262	11,994,165	44.14%	3,998.05	
	3 Urban Svc (CONB)	3.5183	5,257,665	19.35%	1,752.55	
	4 Water Mgmt.	0.1793	267,942	0.99%	89.31	
	5 Inland Navigation	0.0288	43,038	0.16%	14.35	
	Final Millage	18.0309	\$27,173,144	100.00%	9,057.71	

YR 2025	FY 2025-2026	7.5% Increase	Property Value		\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage		
	1 School	6.4310	9,610,335	35.20%	3,203.45	
	2 Government (Duval)	8.0262	11,994,165	43.94%	3,998.05	
	3 Urban Svc (CONB)	3.6021	5,382,894	19.72%	1,794.30	
	4 Water Mgmt.	0.1793	267,942	0.98%	89.31	
	5 Inland Navigation	0.0288	43,038	0.16%	14.35	
	Final Millage	18.0309	\$27,298,373	100.00%	9,099.46	

YR 2025	FY 2025-2026	10% Increase	Property Value		\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage		
	1 School	6.4310	9,610,335	35.04%	3,203.45	
	2 Government (Duval)	8.0262	11,994,165	43.74%	3,998.05	
	3 Urban Svc (CONB)	3.6858	5,507,973	20.08%	1,835.99	
	4 Water Mgmt.	0.1793	267,942	0.98%	89.31	
	5 Inland Navigation	0.0288	43,038	0.16%	14.35	
	Final Millage	18.0309	\$27,423,452	100.00%	9,141.15	



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

AGENDA ITEM:	Ordinance No. 2025-08(First Reading) One Year Durational Residency Requirement
SUBMITTED BY:	Paul Waters, Esq., City Attorney on behalf of Bill's Sponsor Councilman Brent Rogers
DATE:	May 5, 2025
BACKGROUND:	Initially, it was requested that the six-month durational residency requirement in Section 9-7 be increased to three-five years. However, in Attorney General Opinion 2005-67, the Attorney General opined that in light of the Court's decision in <i>Board of County Commission of Sarasota County v. Gustafson</i>, 616 So. 2d 1165 (Fla. 2nd DCA 1993), a durational residency requirement of three years would appear to be of doubtful validity. The Attorney General opined that in a smaller community, a candidate would better be able to know the diverse characteristics of the community in a shorter time than in a larger community. In <i>Gustafson</i>, the Court found that a two-year residency requirement violated the Equal Protection Clause of the United States Constitution. The <i>Gustafson</i> court concluded that a two-year candidate residency requirement was unreasonable: "The evolution of communication and transportation that allows individuals to move easily between communities and states renders such a two-year residency requirement particularly onerous. There was no evidence that candidates would be any more familiar with county issues for having lived in the county for the preceding two years. <i>Id at 1178</i>. In Florida, the Supreme Court has upheld a durational residency requirement of one year for local elections. <i>See Nichols v. State</i>, 177 So. 2d 467 (Fla. 1965) (one-year durational residency requirement for city commission not unreasonable). And see <i>Daves v. City of Longwood</i>, 423 F.Supp. 503 (M.D. Fla., 1976) (upholding special act imposing one-year residency requirement to run for city council). Below is a survey of neighboring Municipalities'; the Vose Firm's other Clients'; and miscellaneous municipalities' durational residency requirements:

	City Council Jacksonville: 183 days Mayor Jacksonville: 1 year Jacksonville Beach: 6 months Atlantic Beach: 2 years Baldwin Mayor: 1 year Baldwin Council: 183 days City of Saint Augustine: 1 year Orange Park: 1 year Cocoa Beach: 1 year Ft. Myers Beach: 1 year St. Pete Beach: 1 year Oviedo: 1 year Brooksville: 1 year Daytona Beach Shores: 6 months Ana Maria: 2 years Indiantown: 1 year Bunnell: 1 year Miami: 1 year Key West: 1 year Tampa: 1 year Deland: just a resident and registered elector Sarasota: 1 year Destin: 1 year Pensacola: 1 year New Smyrna: 1 year Ormond Beach: 1 year Flagler Beach: 1 year St Augustine Beach: 1 year Based on the above, a durational residency requirement of greater than one year would likely be held unconstitutional if challenged. Therefore, the City Attorney recommends that the durational residency requirement in Section 9-7 be amended from six months to one year.
RECOMMENDATION:	Recommend approval of the first reading of the Ordinance.
ATTACHMENT(S):	1. Ordinance 2025-08 2. Attorney General Opinion 25-67 3. <i>Board of County Commission of Sarasota County v. Gustafson</i>, 616 So. 2d 1165 (Fla. 2nd DCA 1993).

SPONSORED BY:

**COUNCILMAN BRENT
ROGERS**



ORDINANCE NO. 2025-08

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, RELATING TO DURATIONAL RESIDENCY REQUIREMENTS FOR QUALIFICATION AS ELECTOR; AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, ENTITLED "ELECTIONS" BY AMENDING SECTION 9-7. "ELECTOR"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida and Section 166.021, Florida Statutes, authorizes the City of Neptune Beach to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the Florida Supreme Court has consistently found that the right to seek public office is not absolute and may be subjected to reasonable conditions and restraints in order to protect the integrity of political processes; and

WHEREAS, a reasonable durational residency requirement for qualification as an elector in a municipal election promotes the legitimate public objectives of ensuring that a candidate for election is a bona fide resident of the municipality they seek to represent, has lived in such municipality long enough to know the issues confronting it, and is known by the voters; and

WHEREAS, no prohibition exists as a matter of law against a municipality's imposing a reasonable durational residency requirement as qualification for municipal office; and

WHEREAS, an efficient and effective local representative government is necessary to promote the health, safety, welfare, and morals of citizens of the City of Neptune Beach; and

WHEREAS, the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Council of the City of Neptune Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA THAT:

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Neptune Beach hereby adopts the above Whereas clauses as legislative findings which shall not be codified as a part of this Ordinance.

(b). The City of Neptune Beach has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION TWO: AMENDMENT

Section 9-7, Code of Ordinances of the City of Neptune Beach is hereby amended as follows (underlined text shall mean additions and ~~strike through~~ text shall mean deletions):

Sec. 9-7. Elector.

All persons who possess the qualifications requisite to an elector at a general state election, and shall have resided in the city for ~~six (6) months~~ one (1) year preceding the election, shall be deemed a qualified elector of the city.

SECTION THREE: CONFLICTS. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

SECTION FOUR: CODIFICATION. The provisions of this Ordinance, including its recitals, 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 relettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Sections," "Article," or other appropriate word; provided, however, that Sections Three, Four, and Five shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION FIVE: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval and adoption.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING: (Date _____)

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

VOTE RESULTS OF SECOND READING: (Date _____)

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

Cori Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, RELATING TO DURATIONAL RESIDENCY REQUIREMENTS FOR QUALIFICATION AS ELECTOR; AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, ENTITLED "ELECTIONS" BY AMENDING SECTION 9-7. "ELECTOR"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends the current durational residency requirements for qualification as an elector in the City of Neptune Beach by increasing such residency requirement from six (6) months to one (1) years, to promote public objectives of ensuring a candidate for election is a bona fide resident of the municipality they seek to represent, has lived in such municipality long enough to know the issues confronting it, and is known by the voters.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct impact on private, for-profit businesses anticipated.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all individual residents, and, therefore, the proposed ordinance does not affect only businesses.

Residency requirement for city commission candidates

Number: AGO 2005-67

Date: December 30, 2005

Subject:

Residency requirement for city commission candidates

Mr. David Jove
Hallandale Beach City Attorney
400 South Federal Highway
Hallandale Beach, Florida 33009

RE: MUNICIPALITIES–PUBLIC OFFICERS–RESIDENCY–ELECTIONS–authority of municipality to impose three year residency requirement on candidates for city commission.

Dear Mr. Jove:

On behalf of the Hallandale Beach City Commission, you ask substantially the following question:

May the City of Hallandale Beach amend its city charter to require a three-year residency requirement for prospective candidates running at large for the city commission?

You state that the city commission is considering amending the city charter to change the current eight-month residency requirement for prospective candidates running at large to the city commission to three years. You are aware of the opinion of the Second District Court of Appeal in *Board of County Commissioners of Sarasota County v. Gustafson*,^[1] in which the court struck down a county's two-year residency requirement. However, you question whether the city—a small community, unlike an entire county—would also be precluded from enacting a three-year residency requirement to run for city commission.

In *Board of County Commission of Sarasota County v. Gustafson*, *supra*, the district court noted that there was some public concern within the county that, due to the transient nature of the community, voters were not able to adequately familiarize themselves with the candidates, and some candidates did not have sufficient knowledge of or commitment to Sarasota County to properly serve the county. In response, the charter review board proposed an amendment to the city charter that would impose a two-year residency requirement. A declared candidate for sheriff challenged the proposed amendment.

While acknowledging that a two-year durational residency requirement for candidates for elected office did not affect a suspect class, the court recognized that a similar two-year candidate durational residency requirement had been held by the Sixth Circuit Court of Appeals to seriously infringe on the fundamental right to travel and thus violated the protections of the equal protection clause.^[2] Since the decision was not controlling authority, however, the court felt compelled to examine the reasoning employed in the case and other cases in order to reach a

decision.

Based upon its review of those cases, the *Gustafson* court concluded that it is not the existence of the candidate durational residency requirement, by itself, that seriously infringes on a fundamental right so as to require application of strict scrutiny; but rather the length of the durational residency requirement that determines which equal protection analysis will be applied. The court held that a fundamental right is not considered seriously infringed so as to require a strict scrutiny analysis unless the candidate durational residency requirement is deemed excessive.

The court concluded that a two-year candidate residency requirement was unreasonable:

"The evolution of communication and transportation that allows individuals to move easily between communities and states renders such a two-year residency requirement particularly onerous. Appellants could identify no reason for setting the period at two years. There was no evidence that candidates would be any more familiar with county issues for having lived in the county for the preceding two years."[3]

Thus, having agreed with the trial court that the two-year term was unreasonable, the court concluded that it must necessarily apply strict scrutiny to this durational residency requirement, which could not be upheld unless it was necessary to fulfill a compelling state interest. The court concluded that such a test was not met:

"It has become an established part of public life that residency is not a requirement in those situations where government entities rely on nationwide talent searches to fill key government executive positions. Appellants have not only failed to show why two years is necessarily better than one year or even one day, they have failed to show the inadequacy of alternative or less restrictive methods that would accomplish their stated objective."[4]

In the instant inquiry, a similar argument to that considered in *Gustafson* is raised. You state that some of the commissioners believe a three-year residency requirement will ensure the candidate's intent to be a bona fide resident of the city and give the candidate the opportunity to know the diverse characteristics of the community, as well as afford the candidate's prospective constituents more time to judge whether the candidate knows and understands the issues and problems within the city. As a point of distinction between the instant inquiry and the situation in *Gustafson*, you note that the city community is small compared to a county. However, this would not appear to support a determination that *Gustafson* is not applicable.[5]

This office would note that the courts in other jurisdictions have generally viewed with skepticism durational residency requirements of longer than one year for local elections.[6] In Florida, the Supreme Court has upheld a durational residency requirement of one year for local elections.[7]

Accordingly, I am of the opinion that in light of the court's decision in *Board of County Commission of Sarasota County v. Gustafson*, *supra*, a durational residency requirement of three years would appear to be of doubtful validity.

Sincerely,

CC/tjw

[1] 616 So. 2d 1165 (Fla. 2nd DCA 1993).

[2] See *Green v. McKeon*, 468 F.2d 883, 884 (6th Cir. 1972).

[3] 616 So. 2d at 1168.

[4] *Id.*

[5] It might be argued that in a smaller community, a candidate would better be able to know the diverse characteristics of the community in a shorter time than in a larger community.

[6] See, e.g., *Peloza v. Freas*, 871 P.2d 687 (Alas. 1994); *Alexander v. Kammer*, 363 F. Supp. 324 (E.D. Mich. 1973) (charter provision requiring five-year city residency and two year residency within district to run for city commissioner invalid); *Wellford v. Battaglia*, 343 F. Supp. 143 (D. Del. 1972), *affirmed*, 485 F.2d 1151 (3rd Cir. 1973) (five-year residency requirement to run for mayor); *McKinney v. Kaminsky*, 340 F. Supp. 289 (M.D. Ala. 1972) (five years for county commissioner); *Bolanowski v. Raich*, 330 F. Supp. 724 (E.D. Mich. 1971) (three years for mayor); *Thompson v. Mellon*, 507 P.2d 628 (Cal. 1973) (two-year residency requirement for city council); *Cowan v. City of Aspen*, 509 P.2d 1269 (Colo. 1973) (three-year residency requirement for municipal offices held invalid while one-year residency requirement upheld). *But see Langmeyer v. State*, 656 P.2d 114 (Idaho 1982) (five-year requirement for county planning & zoning commission rational); *State ex rel. Brown v. Summit County Board of Elections*, 545 N.E.2d 1256 (Ohio 1989) (two-year residency requirement for city council upheld).

One-year residency requirements have generally survived. See *City of Akron v. Bell*, 660 F.2d 166 (6th Cir. 1981) (city council); *MacDonald v. City of Henderson*, 818 F. Supp. 303 (D. Nev. 1993) (city council); *Joseph v. City of Birmingham*, 510 F. Supp. 1319 (E.D. Mich 1981) (city commissioner); *Civil Service Merit Bd. of Knoxville v. Burson*, 816 S.W.2d 725 (Tenn. 1991) (municipal civil service board candidates); *White v. Manchin*, 318 S.E.2d 470 (W. Va. 1984) (state senator). *But see Bruno v. Civil Service Commission of Bridgeport*, 472 A.2d 328 (Conn. 1984) (one-year requirement for recreational supervisor candidate failed strict scrutiny test).

[7] See *Nichols v. State*, 177 So. 2d 467 (Fla. 1965) (one-year durational residency requirement for city commission not unreasonable). *And see Daves v. City of Longwood*, 423 F.Supp. 503 (M.D. Fla., 1976) (upholding special act imposing one-year residency requirement to run for city council).

User Name: Paul Waters

Date and Time: Tuesday, April 29, 2025 6:50 AM EDT

Job Number: 251566237

Document (1)

1. [Board of Comm'rs v. Gustafson](#)

Client/Matter: nb

Search Terms:

Search Type: Natural Language

Narrowed by:

Content Type

Narrowed by
-None-



Positive

As of: April 29, 2025 10:50 AM Z

Board of Comm'rs v. Gustafson

Court of Appeal of Florida, Second District

April 16, 1993, Filed

CASE NO. 92-02073

Reporter

616 So. 2d 1165 *; 1993 Fla. App. LEXIS 4238 **; 18 Fla. L. Weekly D 1001

BOARD OF COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, and JOANNE E. KOESTER, as Supervisor of Elections of Sarasota County, Appellants, v. STEPHEN B. GUSTAFSON, Appellee.

Subsequent History: [****1**] Released for Publication May 7, 1993.

Prior History: Appeal from the Circuit Court for Sarasota County; Scott M. Brownell, Judge.

Core Terms

candidate, residency requirement, durational, two-year, fundamental rights, residency, suspect class, trial court, two year, infringe

Case Summary

Procedural Posture

Appellant county officials sought review of a judgment from the Circuit Court for Sarasota County (Florida) that found that requirement that candidates for elected county office be residents of county for two years preceding the election violated equal protection clause. Appellants asserted that the requirement should have been subject to traditional equal protection analysis, not strict scrutiny.

Overview

The court affirmed a judgment that struck down a requirement that candidates for elected county office be residents of that county for two years immediately prior to qualifying for the election as violating the equal protection clause. The court did not agree with appellee, a candidate for sheriff, that the restriction required strict scrutiny due to its effect on the fundamental right to travel, nor did it agree with appellant county officials that the restriction only required traditional equal protection analysis. Instead, the court held that it was not the existence of the candidate durational residency requirement, by itself, that seriously infringed on a fundamental right so as to require application of strict scrutiny; rather, it was the length of the durational residency requirement that determined which equal protection analysis would be applied. The court found that strict scrutiny should apply when the duration, two years, was unreasonable. Applying the test, the court held that restriction was not necessary to support a compelling state interest.

Outcome

The court affirmed the judgment that found the restriction violated the equal protection clause. The court applied the strict scrutiny test because the length of the residency restriction, two years, was unreasonable. Applying the test, the court held that the restriction was not necessary to support a compelling state interest.

LexisNexis® Headnotes

Constitutional Law > Equal Protection > Judicial Review > Standards of Review

Governments > Local Governments > Administrative Boards

[HN1](#) **Judicial Review, Standards of Review**

Under the traditional equal protection approach, legislation may be upheld unless it is patently arbitrary and bears no rational relationship to a legitimate governmental interest.

Constitutional Law > Equal Protection > Judicial Review > Standards of Review

[HN2](#) **Judicial Review, Standards of Review**

Under the strict scrutiny standard, any legislation that seriously affects fundamental rights or a suspect class must be shown to be necessary to promote a compelling governmental interest in order to be upheld.

Constitutional Law > Equal Protection > Nature & Scope of Protection

[HN3](#) **Equal Protection, Nature & Scope of Protection**

A suspect class is described as discrete and insular minority.

Constitutional Law > Equal Protection > Nature & Scope of Protection

Transportation Law > Private Vehicles > Right to Travel

[HN4](#) **Equal Protection, Nature & Scope of Protection**

A suspect class is said to bear an immutable characteristic determined solely by the accident of birth.

Constitutional Law > Equal Protection > Nature & Scope of Protection

[HN5](#) **Equal Protection, Nature & Scope of Protection**

A fundamental right is not considered seriously infringed so as to require a strict scrutiny analysis unless the candidate durational residency requirement is deemed excessive.

Counsel: Jorge L. Fernandez, County Attorney, and H. Ray Allen and Maria D. Korn, Assistant County Attorneys, Sarasota, for Appellants.

Robert E. Turffs of Kanetsky, Moore & DeBoer, P.A., Venice, for Appellee.

Judges: CAMPBELL

Opinion by: CAMPBELL, SCHOONOVER, HALL

Opinion

[*1166] CAMPBELL, Acting Chief Judge.

In this case, we are asked to determine whether a county may require candidates for elected county office to be residents of that county for two years immediately prior to qualifying for the election. The trial court found that the two-year period was not shown to be necessary to the county's stated goal of ensuring an informed electorate and informed candidates, and that, consequently, the requirement violated the equal protection clause. We agree.

Apparently, there had been some public concern in Sarasota County that, due to the mobile nature of the community, not only were voters not able to adequately familiarize themselves with the candidates, but some candidates did not have sufficient knowledge of or commitment to Sarasota County to properly serve the [*2] county. In response, the Sarasota County Charter Review Board placed Ordinance 90-69, containing the two-year durational residency requirement at issue here, before the voters. Eighty-three percent of those who voted did so in favor of the amendment, which then became section 6.6 of the Sarasota County Charter. The adopted charter amendment read, in pertinent part, as follows: "Anyone who wishes to qualify for a position that does not require residency within a specific district must have been a Sarasota County resident for two (2) years immediately prior to qualification."

Appellee, a declared candidate for the office of Sheriff of Sarasota County, challenged the amendment by filing a three-count complaint, naming as defendants the appellants here and requesting declaratory and injunctive relief.

The trial court denied appellee's request for injunctive relief, but in a subsequent order, declared the ordinance unconstitutional, finding the right to run for public office "inextricably entwined" with the fundamental right to travel. The court, using an equal protection analysis, applied the rational basis test and found that although [*1167] the county had shown that the residency restriction [*3] was based on reasonable and legitimate governmental interests, the county had failed to "show the inadequacy of alternative and less restrictive methods of achieving its goal."

On appeal, appellants, the Sarasota Board of County Commissioners and the Supervisor of Elections, argue that the two-year candidate durational residency requirement did not violate the equal protection clause. It is their position that the traditional equal protection analysis should be applied to such requirements. [HN1\[↑\]](#) Under the traditional approach, the legislation may be upheld unless it is "patently arbitrary" and bears no rational relationship to a legitimate governmental interest. [Frontiero v. Richardson, 411 U.S. 677, 683, 93 S. Ct. 1764, 1768, 36 L. Ed. 2d 583, 589 \(1973\)](#). Appellants argue that the ordinance here had a legitimate legislative purpose: To protect the integrity of the political process. Appellants contend that once a residency requirement is found justified, the precise time period selected need only fall within a reasonable range. Appellee takes the opposite position, arguing that candidate durational residency provisions [*4] should be given strict scrutiny. [HN2\[↑\]](#) Under the strict scrutiny standard, any legislation that seriously affects fundamental rights or a suspect class must be shown to be necessary to promote a compelling governmental interest in order to be upheld.¹ If neither a fundamental right nor a suspect class is involved, however, the traditional analysis is applied. Appellee takes the position that candidate durational residency requirements seriously affect the fundamental right to travel. Alternatively, appellee argues that even if the traditional rational basis test is applied, the provision at issue in this case still violates the equal protection clause.

While this provision, a two-year durational residency requirement for candidates for elected office, [*5] does not affect a suspect class ([United States v. Carolene Products Co. 304 U.S. 144, 152-153, n. 4, 58 S. Ct. 778, 783-784, 82 L.Ed. 1234, 1242 \(1938\)](#) [HN3\[↑\]](#) suspect class described as "discrete and insular minority"); [Frontiero,](#)

¹ Close scrutiny is required where the restriction has "a real and appreciable impact on the exercise of the franchise." [Bullock v. Carter, 405 U.S. 134, 144, 92 S. Ct. 849, 856, 31 L.Ed. 2d 92, 100 \(1972\)](#).

[411 U.S. 677, 686, 93 S. Ct. 1764, 1770, 36 L. Ed. 2d 583, 591 \(1973\)](#) [HN4[↑]] suspect class said to bear an "immutable characteristic determined solely by the accident of birth"), a similar two-year candidate durational residency requirement has been held to seriously infringe on the fundamental right to travel and thus to violate the protections of the equal protection clause. [Green v. McKeon, 468 F.2d 883, 884 \(6th Cir. 1972\)](#). Since *Green* is not controlling authority, however, we feel compelled to examine the reasoning employed in *Green* and other cases in order to reach our decision.

Our review of those cases leads us to believe that it is not the existence of the candidate durational residency requirement, by itself, that seriously infringes on a fundamental right so as to require application of strict scrutiny; [**6] rather, it is the length of the durational residency requirement that determines which equal protection analysis will be applied. Accordingly, [HN5[↑]] a fundamental right is not considered seriously infringed so as to require a strict scrutiny analysis unless the candidate durational residency requirement is deemed excessive. [Treiman v. Malmquist, 342 So. 2d 972 \(Fla. 1977\)](#); [Marina v. Leahy, 578 So. 2d 382 \(Fla. 3d DCA 1991\)](#); [Daves v. City of Longwood, 423 F. Supp. 503 \(M.D. Fla. 1976\)](#). Conversely, a candidate durational residency requirement that is deemed reasonable is not considered to seriously infringe using the traditional equal protection analysis. While this method of considering an equal protection challenge would appear, at first blush, to be putting the cart before the horse, in actuality, it places the emphasis where it should be, on the magnitude of the legislation's effect on the fundamental right or suspect class. Only serious infringements merit resort to the compelling interest test.

[**168] Applying these principles to the instant case, we ask first whether a two-year candidate residency [**7] requirement is reasonable. We agree with the trial court that it is not. The evolution of communication and transportation that allows individuals to move easily between communities and states renders such a two-year residency requirement particularly onerous. Appellants could identify no reason for setting the period at two years. There was no evidence that candidates would be any more familiar with county issues for having lived in the county for the preceding two years. In fact, in explaining how the Charter Review Board arrived at the two-year term, as opposed to a three-year or a five-year term, one of its members testified on cross-examination that it was a "judgmental [sic] call. It's not carved in stone anywhere." As the trial court observed in its written order:

The Court finds that the County has failed to provide any proof that the residency requirement sub judice has any beneficial effect toward the stated goal of improved knowledge of the candidates by the voter and improved knowledge of the County by the candidate. No proof was adduced to demonstrate why two years was better than one, or better than six months. No proof was adduced that a two year restriction [**8] was effective at all.

Having agreed with the trial court that the two-year term is unreasonable, we necessarily must apply strict scrutiny to this durational residency requirement. Pursuant to that standard, the residency requirement cannot be upheld unless it is necessary to a compelling state interest. As set forth above, appellants clearly have failed to show that the requirement was reasonable. They certainly have not shown it to be necessary to a compelling state interest. It has become an established part of public life that residency is not a requirement in those situations where government entities rely on nationwide talent searches to fill key government executive positions. Appellants have not only failed to show why two years is necessarily better than one year or even one day, they have failed to show the inadequacy of alternative or less restrictive methods that would accomplish their stated objective.

We conclude that the trial court was correct that the two-year durational residency requirement here violates the equal protection clause and, accordingly, affirm.

SCHOONOVER and HALL, JJ., Concur.



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

AGENDA ITEM:	<u>Agenda Item #9A</u> , Finance & Auditor Selection Committee Appointments
SUBMITTED BY:	Catherine Ponson, City Clerk
DATE:	May 5, 2025
BACKGROUND:	City Council adopted Ordinance No. 2025-04 on April 21, 2025. The ordinance created the Finance & Auditor Selection Committee (FASC). There are three members, one being a member of the governing body who will be the chair. The members are appointed by the Mayor and confirmed by Council. Councilor Brent Rogers was confirmed as that the chair on April 21, 2025. At the April 21, 2025, it was decided to invite the Mayor's appointees, Lynda Padrta and Joe Cox, to attend the May 5, 2025 Council members. They will be asked previously submitted questions from Council.
RECOMMENDATION:	Appoint Members to the Finance & Auditor Selection Committee
ATTACHMENT:	Applications Submitted Questions



CITY OF NEPTUNE BEACH

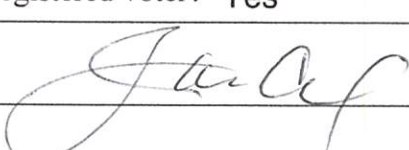
Board Membership Application

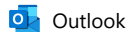
Name: Lynda Padrta		
Address: 1113 1st Street, Neptune Beach		
Mobile Phone: 904-234-7007	Work Phone:	
Email address: lpadrta.conb@gmail.com		
Occupation: retired	Place of Employment:	
How long have you lived in the City of Neptune Beach?		
I moved here on Nov 1, 1997 and I have owned my home since 1999.		
Education College	Major	Did you graduate?
High School:		Yes
College: Univ. of West Florida	BA of Acctg Info Sys	Yes
What are your hobbies and interests?		
Treasurer of the Jean Ribault Chapter of National Society of Daughters of the American Revolution, Secretary of St. Andrew's Lutheran Church council, member of church crochet group, painting, reading, assist friends with computer work		
Which Board do you desire to serve on? (see back for description)		
☒	Community Development Board	
☐	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
As a resident of Neptune Beach since 1997, I've witnessed a lot of activities and changes in our city. I participated in lengthy citizen participation hearings for Chapter 27 revisions around 1999, as well as participating as a citizen in the most recent code updates. I've attended many city council meetings, including some that lasted until 3:00 am, even as I traveled weekly as an IT consultant. In a previous career as a contracted federal financial/compliance/EDP auditor, I interpreted federal and state laws for audit purposes. I have owned and maintained my home in Neptune Beach since 1999.		
Provide a brief explanation of your interest in being appointed to this board.		
I'm aware of the importance of the board in determining how Neptune Beach will look now and in the future. My experience of living in Neptune Beach and traveling widely has made me aware of how fortunate we are to live in such a wonderful little city, and I'd like to help keep this a wonderful city to live in, with plenty room to enjoy the outdoors, as well as having plenty of local entertainment options.		
Are you available one night per month?		
Yes		
Are you a registered voter? Yes		
Signature: Lynda Padrta	Date: 12/16/2024	



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Crawford J. (Joe) Cox		
Address: 1842 Nightfall Drive, Neptune Beach, Fl 32266		
Mobile Phone: (904) 303-2045		Work Phone: (904) 854-3238
Email address: Joe.Cox@fnf.com / JCox40238@gmail.com		
Occupation: IT Project Manager		Place of Employment: FNF
How long have you lived in the City? 38 years		
Education	Major	Did you graduate?
High School: Duncan U. Fletcher	Gen Ed	Yes
College: University of North Florida	Accounting	Yes
What are your hobbies and interests?		
Music, Travel, Art, Gardening, Antique Motorcycles and Automobiles		
Which Board do you desire to serve on? (see back for description)		
	Finance Committee	
	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I have over 40 years of project management, accounting and computer technology experience.		
I currently work of Fidelity National Finance, The largest Title Insurance Company in the United States		
As a project manager for FNF, I manage large scale multi-million-dollar projects.		
This includes the oversight of resources (human, technical and material) with budget accountability.		
I believe I have a special set of skills that can benefit the City of Neptune Beach and The Finance Committee		
Provide a brief explanation of your interest in being appointed to this board.		
I have been a resident of Neptune Beach for 38 years and understand the challenges of our small city.		
Over the last several years, the city has had some accounting / audit issues that I believe I can help with.		
I have a degree in Accounting and passed the CPA exam in 1995. I have auditing and compliance experience.		
Are you available one night per month? Yes		
Are you a registered voter? Yes		
Signature: 		Date: 1/17/25



Questions

From Tim Horvath <thorvath@nbfl.us>
Date Sun 4/27/2025 8:00 AM
To Catherine Ponson <clerk@nbfl.us>

Hello Catherine,

My questions for the applicants:

- 1) What made you want to be involved with the finance committee?
- 2) Have you ever or do you currently sit on any municipality related board?
- 3) Have you ever sought, applied for, or campaigned for an elected position at any level of government — whether formally or informally?

Councilor Tim Horvath, DNP, CRNA

Neptune Beach City Council, Seat 2
City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266
(904) 577-0795
thorvath@nbfl.us





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

AGENDA ITEM:	<u>Agenda Item #9B</u> , Pension Board Member Selection
SUBMITTED BY:	Catherine Ponson, City Clerk
DATE:	May 5, 2025
BACKGROUND:	At the April 21, 2025, Council Workshop, Council decided to invite the five applicants for the two Council-appointed positions of the Police Pension Board. They will give a two-minute introduction at the meeting. The five applicants are: Juilo Esteban, Lorelei Lampe, Michael Phillips, Tim Strong and Heather Bayfield Weidle.
RECOMMENDATION:	Appoint Members to the Police Pension Board
ATTACHMENT:	Applications

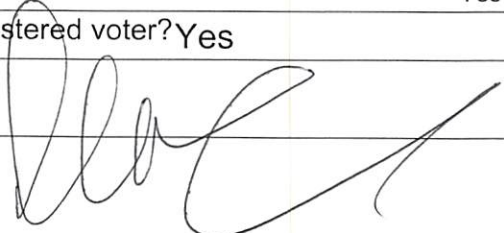


CITY OF NEPTUNE BEACH Board Membership Application

Name: Julio F. Esteban, III		
Address: 140 Sand Castle Way		
Mobile Phone: 570-499-4915	Work Phone: 570-499-4915	
Email address: jfesteban3@gmail.com		
Occupation: Director of Latin American Sales	Place of Employment: Global Equipment International	
How long have you lived in the City of Neptune Beach? 12 Years		
Education	Major	Did you graduate?
High School: Calvert Hall College Prep		Yes
College: University of Maryland College Park	Advertising	No
What are your hobbies and interests?		
Surf fishing, cooking, gardening		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
x	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
I have been a director for my company Global Equipment International for since 2022. I purchase equipment all over the world and sell equipment all over the world. I negotiate contracts for purchasing equipment, transportation, selling of equipment and engineering. I have been on the Summer Sands HOA board for the majority of time that I have lived in Neptune Beach. I have put together budgets, implemented financial reviews, balanced budgets for my community.		
Provide a brief explanation of your interest in being appointed to this board.		
Currently I am on the board of directors for Summer Home Owners Association. I love Neptune Beach. I know many of the officers and care and respect our police force. I want to give back to not only Neptune Beach, but our Neptune Beach police department by providing another set of eyes to on the oversight of the Police Retirement Fund.		
Are you available one night per month? Yes		
Are you a registered voter? Yes		
Signature: Julio F. Esteban, III		Date: 3/06/2025



CITY OF NEPTUNE BEACH Board Membership Application

Name: Lorelei Lampe		
Address: 2023 Shadow Lane, Neptune Beach, FL 32266		
Mobile Phone: 904 566 1559		Work Phone: 904 401 4818
Email address: Lorelei_Lampe@yahoo.com		
Occupation: Vice President, Talent Acquisition and Global Mobility		Place of Employment: McKesson
How long have you lived in the City of Neptune Beach? 10 years		
Education	Major	Did you graduate?
High School: Fletcher	HS Diploma	Yes
College: FSU, UNF	Political Science	Yes
What are your hobbies and interests? I'm a heavy reader and always have a book on order at The Bookmark, I enjoy patronizing local restaurants and traveling with my husband and we both enjoy spending time with our 5 young adult children and 1 Godson		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
X	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board. I'm an Executive at a Fortune 10 company where I lead recruiting, global mobility and immigration; I direct a team of over 100 individuals in the US, Canada, UK and Ireland and have full P&L responsibility for a \$24M annual budget I'm very comfortable working with teams and individuals with unique interest and motivation to drive them toward mutually acceptable results-oriented outcomes. I'm known to be a direct communicator who thrives in environments where transparency and dialogue that challenges commonly accepted processes/inefficiencies are encouraged.		
Provide a brief explanation of your interest in being appointed to this board. I'm the daughter of a LEO (JSO) who died in the line of duty in 1994, when I was a Junior in high school at Fletcher. I had the honor of watching my Mom co-found the NE Florida Chapter of Concerns of Police Survivors in 1997/1998 where I was given the opportunity to speak to the Jacksonville City Council on the impact of that experience as a child of a fallen police officer. I support the police, and believe in the power of community policing when it's at its best.		
Are you available one night per month? Yes		
Are you a registered voter? Yes		
Signature: 		Date: 3/21/2025



CITY OF NEPTUNE BEACH Board Membership Application

Name: Michael R. Phillips		
Address: 1558 Emma Lane, Neptune Beach, FL 32266		
Mobile Phone: 904-476-4126	Work Phone: 904-353-7733	
Email address: mphilips@fletcherandphillips.com		
Occupation: Attorney	Place of Employment: Law office of Fletcher and Phillips	
How long have you lived in the City of Neptune Beach? June 2021 to present		
Education Juris Doctorate - Florida Coastal School of Law	Major	Did you graduate?
High School:		Yes
College: U. of South Carolina - Bachelor of Science	Marketing and Business Management	Yes
What are your hobbies and interests? Spending time with family, Church, outdoor activities		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
YES	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
Oceanside Rotary - Past President		
Law Office of Fletcher and Phillips		
Florida Family Law American Inn of Court - Master		
Non Profit Board Member		
U. of South Carolina - Past President Carolina Alumni Association and Gamecock Club {Jacksonville Chapter}		
Provide a brief explanation of your interest in being appointed to this board.		
Service to the Community. Serve and support the men and women of law enforcement.		
Are you available one night per month?		
YES		
Are you a registered voter? YES		
Signature:	Date: 04/04/2025	



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Timothy B. Strong		
Address: 2031 Marye Brant Loop South, Neptune Beach FL 32266		
Mobile Phone: 904-705-6712		Work Phone: —
Email address: timbstrong@gmail.com		
Occupation: Attorney (retired as of 4-4-2025)		Place of Employment:
How long have you lived in the City of Neptune Beach? 37 years		
Education	Major	Did you graduate?
High School: South Dade (Homestead, FL)	—	YES
College: University of South Florida	Criminology	YES
University of Florida College of Law	Law Degree	YES
What are your hobbies and interests? golf, fitness, family time		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
X	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board. I have almost forty years of experience in practicing employment law. I previously represented the City of Neptune Beach in employment matters, including collective bargaining and negotiations with police union.		
Provide a brief explanation of your interest in being appointed to this board. I have lived in Neptune Beach for 37 years. I am about to retire after almost 40 years of practicing law and I see this as an opportunity to give back to my community.		
Are you available one night per month? Yes		
Are you a registered voter? Yes		
Signature: [Handwritten Signature]		Date: 3/31/25



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Heather Bayfield Weidle		
Address: 230 Hopkins St. Neptune Beach, FL 32266		
Mobile Phone: 904-803-3235	Work Phone: 904-473-5405	
Email address: heather@lifemanagementadvisors.com		
Occupation: Professional Fiduciary	Place of Employment: Life Management Advisors, Inc. Care Management Advisors, Inc.	
How long have you lived in the City of Neptune Beach? 24 years		
Education	Major	Did you graduate?
High School: Radson - Virginia		
College: Sweet Briar College - Virginia	BA Anthropology	yes
What are your hobbies and interests?		
Outside of work, I am a member of Atlantic Beach Country Club and play tennis there.		
I love watching Fletcher Lacrosse, SCUBA diving and snorkeling and I travel as much as possible.		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
x	Police Retirement Fund Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
I have worked as a professional fiduciary for more than 25 years. I worked as a financial advisor with Merrill, then as a trust officer with SunTrust (now Truist) until I started Life Management Advisors in 2002. As the president of Life Management Advisors, Inc, I am named as trustee, executor, and/or power of attorney for more than 50 clients. I have been responsible for the administration of personal trust accounts charitable trusts, estates, investment management accounts, IRAs, guardianships, and foundations. I graduated from Florida Graduate Trust School and earned the designation of Certified Trust and Financial Advisor in 2001		
Provide a brief explanation of your interest in being appointed to this board.		
I have lived in Neptune Beach with my husband and two children since 2001. I would like to have the opportunity to give back to this wonderful community that is our home.		
Are you available one night per month?		
Yes		
Are you a registered voter? Yes		
Signature:		Date: 03/19/2025



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

AGENDA ITEM:	<u>Agenda Item #9C</u> , Senior Center Report
SUBMITTED BY:	Senior Center Director Leslie Lyne
DATE:	May 5, 2025
BACKGROUND:	At the April 7, 2025, Council Regular City Council meeting, Council voted and approved to direct Senior Center Director Leslie Lyne to give a detailed presentation of the Senior Center finances in the next 30 days.
RECOMMENDATION:	Review Senior Center report with Director Leslie Lyne
ATTACHMENT:	Recap History of the Neptune Beach Senior Activity Center, 2001-Present

**Recap History
of the
Neptune Beach Senior Activity
Center
2001-Present**

BACKGROUND

The Neptune Beach Senior Activity Center was established in May 2001 with an annual budget of \$118,000 through the Community Development Block Grant. During the next several years, funding diminished drastically. Being proactive, the director wrote and applied to the IRS for charity non-profit status to help fund the center. The IRS approved the application.

According to the Articles of Incorporation (copy attached), dated August 16, 2005, Article III, "The purpose of this newly formed Foundation is assist the Neptune Beach Senior Activity Center a division of the City of Neptune Beach (CONB), to solicit and receive contribution and donations of funds and property, both real and personal, to be used for the benefit of the Neptune Beach Senior Activity Center, a public facility project managed and operated by the City of Neptune Beach for the welfare and assistance of the senior citizens of the Beaches areas." **As you may notice, under the filed Article of Incorporation, the Senior Center was not intended to be operated as an independent nonprofit organization affiliated with the City of Neptune Beach.**

MAJOR FUNCTION

This is administration, professional and supervisory work coordinating a comprehensive array of initiatives targeted toward creating and maintaining the Beaches community as an environment sensitive to and responsive toward the needs of older adults. Work involves supervising the staff, programs and services of the Senior Activity Center in developing, coordinating, implementing and evaluating other service intervention strategies, advocating for the issues affecting seniors, grant writing, making recommendations for efficient and effective delivery of enhanced services to seniors throughout the community. Work is performed under the direction of the Neptune Beach City Manager with considerable independence, judgement, and initiative. Work is reviewed through reports, conferences and observations of the results achieved.

ESSENTIAL AND OTHER IMPORTANT JOB DUTIES

Plans, assigns, schedules and directs the daily operations and programs of the Senior Activity Center. Serves as the Executive Director of the Neptune Beach Senior Activity Center Foundation non-profit that provides significant funding for the programs of the Neptune Beach Senior Activity Center. Plans and oversees the execution of the special programs, events and initiatives offered through the Center. Identifies initiatives and possible funding sources to enhance and expand services to the senior community. Manages all aspects of program improvement, document submission and program evaluation. Staff of instructors, assistants, contractors, coordinating volunteers. Designing dynamic programs for 3 generations. Performing the duties of procurement under the Code of Ordinances of the City. Developing partnerships with area businesses and professionals benefiting the memberships. Develops grant proposals to secure additional funding, including program designs, implementation, and scheduling. Prepares status reports monthly to the City Manager and COJ Housing & Neighborhood which oversees CDBG grant funding.

Knowledge, Abilities and Skills

Knowledge and ability to establish programs and activities to meet the needs of the elder population;
Knowledge and ability to maintain effective working relations with co-workers, volunteers, and elected officials;
Knowledge and ability to establish working relations with individuals and agencies providing similar services;
Ability to establish goals and objectives and to follow through to assure the success of the Center; Ability to develop a Public Relations Program in order to inform the public of the mission of the Center.

Other Important Duties

Oversees building maintenance and security. Attend City staff meetings. Must be available to work some evenings and weekends. Attend City Council meetings and other meetings as required. Performs related work.

**March 2001 CDBG Grant awarded to the City of Neptune Beach
in the amount of \$118,000**

**City of Neptune Beach determined CDBG Funds would be used for Senior
Programs in
design phase beginning May 2001**

**Agreement reached with the then FOP Lodge on Forest Avenue to be used as
a senior center after much needed renovations**

**Grand Opening of the Senior Activity Center at 2004 Forest Avenue
in November 2001**

NBSAC HOSTED THE HBO CASTING CALL FOR “RECOUNT”

**NBSAC WAS THE ONLY SENIOR CENTER TO HOST THE
PHILADELPHIA EAGLES DURING THE 2005 SUPER BOWL
IN JACKSONVILLE**

**EAGLE PLAYERS AND NBSAC MEMBERS PLAYED CARDS,
SHOT POOL, SOCIALIZED, HAD COFFEE, ATE DONUTS,
GOT AUTOGRAPHS, ETC.**

**Funding was decreasing yearly
and rapidly
501(c)e Not-for-Profit was
written by Director and
submitted to the IRS in
February 2006; Approval
received December 2006**

Information Copy.

Do not send to IRS.

Form 990-N

Department of the Treasury Internal Revenue Service

Electronic Notice (e-Postcard)

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

OMB No. 1545-2085

2023

Open to Public Inspection

A For the **2023** Calendar year, or tax year beginning **2023-10-01** and ending **2024-09-30**

B Check if available

☐ Terminated for Business

☒ Gross receipts are normally \$50,000 or less

C Name of Organization: **NEPTUNE BEACH SENIOR ACTIVITY CENTER FOUNDATION INC**
2004 Forest Avenue, Neptune Beach, FL, US, 32266

D Employee Identification Number **03-0579193**

E Website:

City of Neptune Beach

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 21 2006

THE NEPTUNE BEACH SENIOR ACTIVITY
CENTER FOUNDATION INC
2004 FOREST AVE
NEPTUNE BEACH, FL 32266-1557

Employer Identification Number:

03-0579193

DLN:

17053062022006

Contact Person:

RAMACHANDRAN MANOHAR

ID# 31344

Contact Telephone Number:

(877) 829 5500

Accounting Period Ending:

September 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

August 15, 2005

Contribution Deductibility:

Yes

Advance Ruling Loding Date:

September 30, 2009



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER WILTON SIMPSON

August 20, 2024

Refer To: DTN3945206 CH39054

NEPTUNE BEACH SENIOR ACTIVITY CENTER & FOUNDATION, INC.
116 1ST ST
NEPTUNE BEACH, FL 32266-6140

RE: NEPTUNE BEACH SENIOR ACTIVITY CENTER & FOUNDATION, INC.
REGISTRATION#: CH39054 EXPIRATION DATE: July 17, 2025

Dear Sir or Madam:

The Department has received your application submitted under Chapter 496, Florida Statutes, the Solicitation of Contributions Act. Effective July 1, 2013, qualified charitable organizations are exempt from the fee based registration if they meet the following criteria, but are still required to register annually using form FDACS-10110 which will be mailed to you approximately 35 days before the registration expiration date:

- * The charitable organization or sponsor has less than \$50,000 in total revenue during the preceding fiscal year.
- * The fundraising activities of the charitable organization or sponsor are carried on by volunteers, members, or officers who are not compensated and no part of the assets or income of the organization or sponsor inures to the benefit of or is paid to any officer or member of the above named charitable organization or sponsor.
- * The charitable organization or sponsor does not utilize a professional fundraising consultant, professional solicitor, or commercial co-venturer.

Based on the information provided, it appears your organization is not subject to the fee based registration and has complied with the filing requirements of s. 496.406. An annual registration is still required pursuant to s. 496.406(1)(d), Florida Statutes.

PLEASE NOTE: If you no longer meet one or more of the above listed qualifiers, you must submit a registration application using form FDACS-10100 with all required attachments and fees within 30 days of the qualifying change. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to file under s. 496.406 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

Sincerely,

Cheryl Fralick
OPS Regulatory Consultant
850-410-3771
Fax: 850-410-3804
E-mail: cheryl.fralick@fdacs.gov

State of Florida

Department of State

I certify from the records of this office that THE NEPTUNE BEACH SENIOR ACTIVITY CENTER FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 15, 2005.

The document number of this corporation is N05000008341.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 15, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of April, 2025*




Secretary of State

Tracking Number: 6850844659CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8016771959C-2	06/29/2025	06/30/2030	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

his certifies that

THE NEPTUNE BEACH SENIOR ACTIVITY CENTER
FOUNDATION INC
116 1ST ST
NEPTUNE BEACH FL 32266-6140

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

A copy of the official registration (CH 39054) and financial information may be obtained from the Division of Consumer Services by calling 800-435-7352 within the State of Florida. Registration does not imply endorsement, approval, or recommendation by the State of Florida. No goods or services in exchange for this donation. 100% of your donation is received by this organization. IRS number 03-0579193.

**Governor Charlie Crist offered a
Memorandum of Understanding in 2008 & 2009
to existing senior centers.**

**NBSAC was the only Senior Center in the State of Florida to be awarded
these MOU's both years.**

**The Neptune Beach Senior Activity Center was awarded these grants for 2
consecutive years in the amount of approximately \$118,000;
State of Florida Secretary Of Elder Affairs, Doug Beach, came to visit the newly
upgraded Senior Center and reported back to the Governor how worthwhile these
grant awards worked for the facilities and the moral of seniors.**

Movies with the Mayor
Star Wars Episode IV:
A New Hope
11.12.2022 | 5 PM
Jarboe Park

Christmas in the Park
12.2.2022 | 5 - 10 PM
Jarboe Park

Christmas Tree Lighting
12.3.2022 | 5 - 9 PM
Beaches Town Center

Beaches Town Center Holiday
Cleanup
w/ Beaches Go Green
12.4.2022 | 4 - 6 PM
Atlantic Blvd. Beach Access

First Street Christmas Parade
12.10.2022 | TBA

Santa's Ride Through Neptune Beach
12.17.2022 | 9AM – 3PM

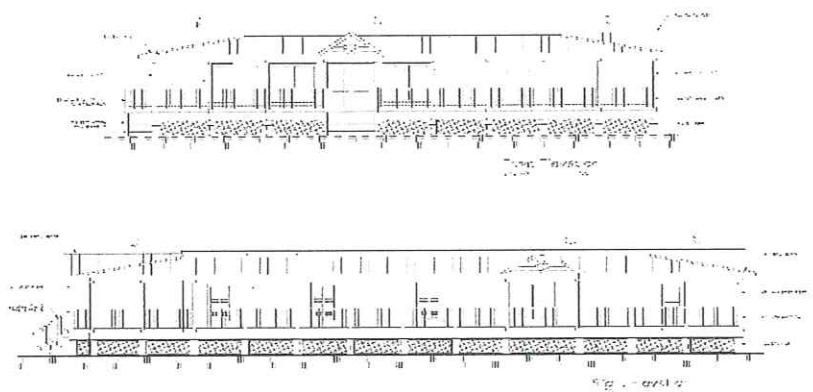
CONB BID No. 2022-03 NBSAC Porch & Exterior Finishes has been rebid. One non-conforming bid was received during the last bidding, and since it was received, but was non-conforming, an addendum could not be issued. Instead, the City automatically rejected the non-conforming bid and re-bid the project.

The City direct-solicited contractors on Thursday, November 3rd, with the Rebid package. Bids are due on November 16, 2022, at 2PM, and there is a Pre-Bid Meeting scheduled for November 9, 2022 at 2PM at the Senior Activity Center. Staff will evaluate bids on November 16th and have a recommendation to the Council for a Special Council Meeting before the 11/21/2022 Council Workshop.

The bid package can be found on the City's website at: www.nbfl.gov/home/pages/procurement.

The February 2022 City Manager's report listed a probable cost of construction as provided by the City's design consultant. The estimated cost was given using material costs from early 2022.

On September 23, 2022, the City's design consultant sent the City the permit from Saint Johns River Water Management District approving the construction of the porch and exterior finishes.



Neptune Beach Senior Activity Center - Donation Surplus (UNAUDITED)						
Account Number	Description	2018	2019	2020	2021	2022
REVENUE						
103-0000-337-30-00	Physical Environment	\$ (44,895.00)	\$ (44,895.00)	\$ (31,977.00)	\$ (32,476.22)	\$ (83,607.34)
103-0000-341-75-00	Class Fees/Travel Fees	\$ (11,514.30)	\$ (25,125.79)	\$ (16,827.00)	\$ -	\$ (100.00)
103-0000-381-00-00	Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -
103-0000-381-10-00	Transfer from General Fund	\$ (20,000.00)	\$ (20,000.00)	\$ (40,201.00)	\$ -	\$ -
103-0000-383-00-00	Donations	\$ (63,635.48)	\$ (59,720.18)	\$ (117,225.68)	\$ (75,685.16)	\$ (106,415.50)
103-0000-383-10-00	TAP Donations	\$ (53.35)	\$ (1,148.15)	\$ (760.00)	\$ -	\$ -
	Revenue Totals	\$ (138,080.13)	\$ (148,870.12)	\$ (204,970.68)	\$ (106,140.38)	\$ (188,100.84)
PERSONNEL EXPENSES						
103-1110-565-10-12	Regular Salaries	\$ 68,143.70	\$ 76,083.36	\$ 69,903.86	\$ 77,992.06	\$ 59,968.92
103-1110-565-10-16	PTO Liability	\$ -	\$ -	\$ -	\$ -	\$ -
103-1110-565-10-21	FICA	\$ 4,164.81	\$ 4,634.86	\$ 4,212.77	\$ 4,247.20	\$ 3,941.26
103-1110-565-10-22	Retirement Contributions	\$ 4,827.27	\$ 6,725.50	\$ 6,471.22	\$ 7,121.62	\$ 6,628.02
103-1110-565-10-23	Life & Health Insurance	\$ 10,043.66	\$ 10,135.32	\$ 10,156.38	\$ 8,801.06	\$ 10,229.16
103-1110-565-10-24	Workers Compensation	\$ 270.20	\$ 270.05	\$ 858.77	\$ 560.70	\$ 24.54
103-1110-565-10-25	Medicare	\$ 974.02	\$ 1,083.97	\$ 985.23	\$ 993.30	\$ 921.74
	Personnel Expenditures Totals	\$ 88,423.66	\$ 98,933.06	\$ 97,588.21	\$ 99,715.94	\$ 81,713.64
OPERATING EXPENSES						
103-1110-569-30-31	Professional Services	\$ 7,509.00	\$ 22,212.15	\$ 15,359.30	\$ -	\$ 80.00
103-1110-569-30-34	Other Contractual Services	\$ -	\$ 45.00	\$ -	\$ -	\$ 480.00
103-1110-569-30-40	Travel and Per Diem	\$ 422.42	\$ 458.18	\$ 240.36	\$ 710.37	\$ 616.91
103-1110-569-30-41	Communication Services	\$ 2,096.53	\$ 2,476.61	\$ 2,109.27	\$ 1,033.14	\$ 547.83
103-1110-569-30-43	Utility Services	\$ 8,670.25	\$ 8,480.30	\$ 3,393.78	\$ 436.53	\$ 710.09
103-1110-569-30-45	Insurance	\$ 3,135.00	\$ 3,285.00	\$ 11,769.26	\$ 1,842.46	\$ 97.55
103-1110-569-30-46	Repairs & Maintenance	\$ 7,190.13	\$ -	\$ -	\$ 62.66	\$ -
103-1110-569-30-48	Promotional & Advertising	\$ -	\$ -	\$ -	\$ 297.35	\$ 125.20
103-1110-569-30-49	Other Current Charges	\$ 4,518.41	\$ 1,093.60	\$ 644.20	\$ 708.62	\$ -
103-1110-569-30-51	Office Supplies	\$ 158.90	\$ 306.83	\$ 160.44	\$ 67.99	\$ -
103-1110-569-30-52	Operating Supplies	\$ 1,843.19	\$ 750.94	\$ 790.79	\$ -	\$ -
	Operating Expenses Totals	\$ 35,543.83	\$ 39,108.61	\$ 34,467.40	\$ 5,159.12	\$ 2,657.58
	REVENUE TOTAL	\$ (138,080.13)	\$ (148,870.12)	\$ (204,970.68)	\$ (106,140.38)	\$ (188,100.84)
	EXPENSE TOTAL	\$ 123,967.49	\$ 138,041.67	\$ 127,055.63	\$ 104,875.06	\$ 84,371.22
	(SURPLUS)/DEFICIT	\$ (14,112.64)	\$ (10,828.45)	\$ (77,915.05)	\$ (1,265.32)	\$ (103,729.62)
FUNDS AVAILABLE FROM ANNUAL SURPLUS SINCE 2018:						
		\$		(207,851.08)		
DONATIONS & CONTRIBUTIONS RECEIVED IN FY-2023:		\$		(78,000.00)	COF Reimbursement & OASB Donation	
	TOTAL	\$		(285,851.08)		

Director's comments regarding payback to ½ cent sales tax used in construction of the Senior Activity Center:

Originally exposed HVAC equipment on the building was not acceptable to the Council. The Council moved forward with the action in the minutes cited below:

Minutes-Special Council Meeting-March 15, 2021.

a. Request approval of HVAC, Plumbing, and Electrical work at the Neptune Beach Senior Activity Center.

b. The City Council approved the following:

i. HVAC work: \$30,108.00

ii. Electrical work: \$31,369.80

iii. Plumbing work: \$ 3,925.00

TOTALING \$65,402.80

In addition, the next action taken by the City Council was:

4. Minutes-Regular Council Meeting-December 5, 2022.

a. CONB 2022-03, Neptune Beach Activity Center porch and exterior finishes:

i. The CFO projected the cost to be \$362,907.993

ii. Mr. Wynn, City Manager, commented that it is probably closer to \$402,000.

ADDITIONALLY:

7. Minutes-Regular Council Meeting-May 1, 2023.

a. CFO stated that the amount needed to complete the Senior Center is approximately \$149,630, after using all the funding available.

b. Councilor Key requested the City Council to consider, in a compromise, the Senior Center 501(c)(3) to be a stand alone, pay and funded by itself.

c. Councilor Messinger commented that he's always been around that the Senior Center would be self-sufficient and pay back what the City lent to the Senior Center. He agrees to potentially transition the Senior Center to a more independent body. He

also remarked that over the next 12 months, look at transitioning the Senior Center into a viable entity.

d. Vice Mayor Chin agrees to discuss a new way of operating for the Senior Center. He agreed to move forward with the \$149,630 to have an aesthetically pleasing building for the area.

e. Councilor Key stated that Ms. Lyne made a pledge to pay back \$100,000 from the Better Jax Half-Cent when the building was purchased. She asked if the payment had been made.

f. Ms. Lyne stated that the \$100,000 has not been paid back and she does intent to do that.

g. Ms. Lyne remarked that she would be committed to paying back \$100,000 of the original \$406,000 cost of the building, plus the remaining \$149,630.

h. The City Council moved to approve the motion to award the low bid contract, with an additional not to exceed amount of \$35,000 for the fire suppression system, in addition to a future workshop to discuss the Senior Center becoming independent from the City of Neptune Beach.

Upon review, a total of \$249,630 was committed to reimbursing the city which is an amount already held in the city's financial system.

Any monies required to repair the existing building is the responsibility of the city owned building, not the Senior Activity Center. Our responsibility has been realized.

In addition to the above forementioned information, the Neptune Beach Senior Activity Center has paid for the following equipment, supplies, materials, repairs, etc.:

YEAR 2024: \$18,209

YEAR 2023: \$11,305

YEAR 2022: \$ 3,869

YEAR 2021: \$ 1,307

TOTAL \$34,690

Community Development Block Grant Fund				
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental Revenue	\$ -	\$ -	\$ 83,607	\$ 83,607
Charges for Services	-	-	4,311	4,311
Miscellaneous	32,495	32,495	106,418	73,923
Total Revenues	<u>32,495</u>	<u>32,495</u>	<u>194,336</u>	<u>161,841</u>
Expenditures				
Current:				
Culture and Recreation	116,100	116,100	96,433	19,667
(Total Expenditures)	<u>(116,100)</u>	<u>(116,100)</u>	<u>(96,433)</u>	<u>19,667</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(83,605)</u>	<u>(83,605)</u>	<u>97,903</u>	<u>181,508</u>
Other Financing Sources (Uses)				
Transfers In	83,605	83,605	-	(83,605)
Total Other Financing Sources (Uses)	<u>83,605</u>	<u>83,605</u>	<u>-</u>	<u>(83,605)</u>
Net Change in Fund Balance	-	-	97,903	97,903
Fund Balances, Beginning of Year	-	-	69,340	69,340
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 167,243</u>	<u>\$ 167,243</u>

Community Development Block Grant Fund				
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental Revenue	\$ 44,895	\$ 44,895	\$ 18,970	\$ (25,925)
Charges for Services	72,949	72,949	5,035	(67,914)
Miscellaneous	59,149	59,149	75,685	16,536
Total Revenues	<u>176,993</u>	<u>176,993</u>	<u>99,690</u>	<u>(77,303)</u>
Expenditures				
Current:				
Culture and Recreation	196,993	196,993	108,574	88,419
(Total Expenditures)	<u>(196,993)</u>	<u>(196,993)</u>	<u>(108,574)</u>	<u>88,419</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(20,000)</u>	<u>(20,000)</u>	<u>(8,884)</u>	<u>11,116</u>
Other Financing Sources (Uses)				
Transfers In	20,000	20,000	-	(20,000)
Transfers (Out)	-	-	-	-
Total Other Financing Sources (Uses)	<u>20,000</u>	<u>20,000</u>	<u>-</u>	<u>(20,000)</u>
Net Change in Fund Balance	-	-	(8,884)	(8,884)
Fund Balances (Deficits), Beginning of Year	-	-	78,224	78,224
Fund Balances (Deficits), End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 69,340</u>	<u>\$ 69,340</u>

Community Development Block Grant Fund				
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental Revenue	\$ 44,895	\$ 33,062	\$ 33,062	\$ -
Charges for Services	72,949	32,720	32,721	1
Miscellaneous	59,149	75,000	117,986	42,986
Total Revenues	<u>176,993</u>	<u>140,782</u>	<u>183,769</u>	<u>42,987</u>
Expenditures				
Current:				
Culture and Recreation	196,993	160,983	136,413	24,570
(Total Expenditures)	<u>(196,993)</u>	<u>(160,983)</u>	<u>(136,413)</u>	<u>24,570</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(20,000)</u>	<u>(20,201)</u>	<u>47,356</u>	<u>67,557</u>
Other Financing Sources (Uses)				
Transfers In	20,000	40,201	40,201	-
Transfers (Out)	-	(20,000)	(20,000)	-
Total Other Financing Sources (Uses)	<u>20,000</u>	<u>20,201</u>	<u>20,201</u>	<u>-</u>
Net Change in Fund Balance	-	-	67,557	67,557
Fund Balances (Deficits), Beginning of Year	-	-	10,667	10,667
Fund Balances (Deficits), End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 78,224</u>	<u>\$ 78,224</u>

	2020-21	2021-22	2022-23	2023-24	YTD 2024-25	Total		
Income								
Intergovernmental COJ-CDBG)	18,970.00	83,607.00	39,053.16	59,464.66	25,022.38	226,117.20		
Charges for Fees	5,035.00	4,311.00	23,609.00	36,445.00	15,601.60	85,001.60		
Others	-	-	-	-	17,026.75			
Miscellaneous (Fund Raising/Donations)	75,685.00	106,418.00	183,564.36	100,263.35	10,590.57	476,521.28		
Total Income	\$ 99,690.00	\$ 194,336.00	\$ 246,226.52	\$ 196,173.01	\$ 68,241.30	\$ 804,666.83		
Expenditures								
Culture & Recreation	105,545.00	96,433.00	139,004.76	168,632.51	39,355.61	548,970.88		
CIP	3,029.00	-	-	-	-	3,029.00		
Total Expenditure	\$ 108,574.00	\$ 96,433.00	\$ 139,004.76	\$ 168,632.51	\$ 39,355.61	\$ 551,999.88		
Surplus/Deficit	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69	252,666.95		
Beg Fund Bal	78,224.00	69,340.00	167,243.00	274,464.76	302,005.26	78,224.00		
Ending Fund Balance	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95	330,890.95		
	2020-21	2021-22	2022-23	2023-24	YTD 2024-25			
Assets								
Equity in Pooled Cash	\$ 68,683.00	\$ 169,642.00	\$ 287,050.11	\$ 328,534.26	\$ 339,259.76			
Due from Other Governments	1,085.00	1,085.00	1,110.99	1,110.99	1,110.99			
Due from Other Funds	-	-	-	-	-			
Total Assets	\$ 69,768.00	\$ 170,727.00	\$ 288,161.10	\$ 329,645.25	\$ 340,370.75			
Liabilities								
AP and Other Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81			
Due to Other Funds	-	-	-	-	-			
Total Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81			
Total Revenues	99,690.00	194,336.00	246,226.52	196,173.01	68,241.30			
Total Expenditures	108,574.00	96,433.00	139,004.76	168,632.51	39,355.61			
Surplus/(Deficit)	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69			
Equity and Current Surplus	\$ 78,224.00	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26			
Fund Balance-End of Year	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95			
Tuesday, September 8, 2020	Minutes:	Funding for Sr Center in the amount of \$400,000 from Fund 109-Better Jax.						
		Moved item to the September 10th Special Meeting						
Monday, November 2, 2020	Minutes:	Request to construct a new Sr Center in the R-1 zoning district. Motion Carried:						
Monday, May 1, 2023	Motion:	Award the low bid contract, of \$149,630, including an additional \$35,000 for the fire suppression system. In addition to a future workshop to discuss the Senior Center becoming independent from the City of Neptune Beach.						
No payment has been made to reimburse any amount to the General Fund.								
Fund 109-Better Jax 1/2 Cent Tax.	Funds are used for projects that benefit all residents with respect to growth management, road improvements and constrcnction, envirnmental protection and preservation, and public facilities.							

FUNDRAISING

Since the inception of the center, donations have been requested of and given by members/participates attending the center. The Neptune Beach Senior Activity Center has sponsored a 5k run, partnered with UNF School of Nursing, UNF OLLIE program, area senior services providers/businesses, corporate travel companies (Collette, Premier World Discovery, Grand Circle Travel, and Overseas Adventure Travels), partnerships with Silver Sneakers and Optum Fitness (Renewal Active); submitted grant requests from the Eckstein Family Trust, Schwartz Charitable Trust, Delores Barr Weaver Legacy Fund, Kiwanis Club, Community Development Block Grants, Jacksonville Beach Woman's Club, HEAL, City of Atlantic Beach, Oceanside Rotary, PLAYERS Birdies for Charity. These activities and partnerships will continue with additional sources to be added.

BOARD OF DIRECTORS NBSAC FOUNDATION

Sharon T. Wilburn, PhD, LMHC, NCC, CRC-MAC, CCM, BCC, RCHES, ABDA

Certified Family Mediator

Home Address: 2034 Cherokee Drive

Neptune Beach, Florida 32266

University of North Florida, Professor Emerita

Public Health (MPH) and Clinical Mental Health Counseling Program Director

Health-Tech Consultants, Inc.

Founder and Senior Evaluation Specialist

Office: 904-247-0020; Cell: 904-866-0431

Fax: 904-247-0104; E-mail: stwwilburn@comcast.net

Website: <http://www.healthtechconsultants.com/>

Kathy Lahr-David

2035 Cherokee Drive

Neptune Beach, Florida 32266

Phone: 904-866-5855

I am from Alton, IL, and I moved to the Beaches in 1972, and never planned to live anywhere else.

I practiced Nursing for 45 years in this area. I was in management at Baptist Downtown, and Memorial Hospital, and Director of Surgical Services at Baptist Beaches. I was Project Manager for the implementation of the electronic health record for the Beaches/Nassau hospitals.

During that time, I was aware of the Senior Centers in town and did clinicals on site and volunteered at times. I took care of my mother, and she enlightened me as to the need for transportation, and activities in the area. I went with her to the I Lab (for the blind), and Cummer Museum (Women of Vision), and to the NBSAC. I became involved with the NBSAC with the Coastal Quilters Guild, and as a Board Member I saw the benefit of the Center to the senior population. I volunteered at the NBSAC after I retired and saw first-hand what a lifeline and benefit this was to our community. People from all walks of life came through those doors and enjoyed friendship and engagement with others who were floundering. Studies show that the more active your seniors are the healthier your community will be.

I was a community activist first in Jax Beach when they first limited the height restriction, and to remove the bridge tolls.

I have been a supporter of the Vision Plan for Neptune Beach and a member of Neptune Strong.

I supported the rebuilding of the Senior Center and can't wait to see it up and running.

I would be honored to be on BoD!

Kathleen Cobb

125 Yucca Place

Neptune Beach, Florida 32266

Phone: 904-910-5108

B.S. Elementary Education, 1968

Jacksonville University

Jacksonville, FL

M. Ed. In Counseling, 1972

Georgia Southern College

Statesboro, GA

Certified Violence Prevention Facilitator through Harvard School of Public Health 1997 - 2003

Duval County Public Schools 1968 - 2010

Teacher, Counselor, Drug and Violence counselor for high-risk students

Coordinator of Substance Use prevention Counseling Education Program from 1988 - 2023

(After "official" retirement, employed part-time for Duval County Public Schools from 2010 - 2023)

THE INFORMATION YOU PROVIDE IS NECESSARY TO SECURE GRANT FUNDING & INSURANCE					
<i>PLEASE PRINT</i>					
FIRST NAME _____		LAST NAME _____			
NICKNAME _____					
DATE OF BIRTH _____					
PHONE _____					
EMAIL _____					
ADDRESS _____					
CITY _____		STATE _____		ZIP _____	
SILVER SNEAKERS NUMBER _____					
OPTUM FITNESS NUMBER _____					
ETHNIC	WHITE	BLACK/AFRICAN/AMERICAN	ASIAN	HISPANIC	
AMERICAN INDIAN/ALASKAN NATIVE			HAWAIIAN		
ASIAN/WHITE	AFRICAN AMERICAN/WHITE		OTHER/MULTI-RACIAL		
EMERGENCY CONTACT: NAME _____					
PHONE _____					
RELATIONSHIP _____					
YOUR SUPPORT GIVES YOU OWNERSHIP IN YOUR CENTER-PLEASE DONATE :					
TAX DEDUCTABLE DONATIONS CASH/CHECK/MC/VISA/ DISCOVER					
SUGGESTED NB RESIDENTS \$40/\$60 COUPLE NON-RESIDENT \$50/\$80 COUPLE					
SUPER SHELL LEVELS	\$100 FRIENDS	\$250 BRONZE	\$500 SILVER	\$1,000	GOLD
	\$2,500 PLATINUM	\$5,000 DIAMOND	\$10,000 TUNGSTEN	\$20,000	TITANIUM
EVERYONE THANKS YOU AND APPRECIATES YOUR DONATION! A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING 800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. REGISTRATION # CH39054.					
I WILL BE PARTICIPATING IN VARIOUS ACTIVITIES OFFERED AT NBSAC INCLUDING BUT NOT LIMITED TO THE MONTHLY EVENTS/TRIPS/LIFE-LONG LEARNING CLASSES, ETC.					
I AM AWARE THAT SOME OF THESE ACTIVITIES/CLASSES ARE FEE BASED. IN CONSIDERATION OF THE ACCEPTANCE OF MY REGISTRATION, I, MY HEIRS, EXECUTORS, OR ADMINISTRATORS RELEASE AND FOREVER DISCHARGE THE CITY OF NEPTUNE BEACH, THE NEPTUNE BEACH SENIOR ACTIVITY CENTER & FOUNDATION, ITS AGENTS/ EMPLOYEES, AND AUTHORIZED REPRESENTATIVES FROM ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS, OR EXPENSES WHICH I MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE EVENT REFERENCES ABOVE, INCLUDING ANY INJURIES WHICH MAY BE SUFFERED BY ME BEFORE, DURING, OR AFTER AN EVENT. I UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS BASED ON NEGLIGENCE, ACTION OR INACTION, BY ANY OF THE ABOVE PARTIES RELATING TO MY PARTICIPATION IN ACTIVITIES OFFERED BY NBSAC.					
SIGNATURE _____ DATE _____					

APRIL**2025**

Neptune Beach Senior Activity Center

NEPTUNE HOUSE IN JARBOE PARK

1101 Fifth Street

Neptune Beach, Florida 32266

904-749-0068

Email dsc@nbfl.us<https://www.ci.neptune-beach.fl.us/senior-center>

MONDAY	9:15AM-11AM	MAH JONG WITH LINDA
	NOON-3:15PM	OPEN PLAY GAMES-BRING YOUR FRIENDS
	3:30PM-5PM	YOGA WITH JULIE ANDERSON
TUESDAY	9:00AM-9:45AM	*TAI CHI FOR HEALTH & WELLNESS WITH MARSHA
	10AM-10:45AM	*STRENGTH & BALANCE WITH ART JONES
	11AM-11:45AM	*CHAIR YOGA WITH TINA
	NOON-12:45P	LINE DANCING WITH SHIRLEY
	1PM-1:45PM	*TOTAL BODY WORKOUT WITH SHIRLEY
WEDNESDAY	9:15AM-NOON	HANDWORK WITH FRIENDS
	9:00AM-1PM	OPEN PLAY CARDS/ MAH JONG
	2:00PM-4:30PM	MIDWEEK MATINEE AT THE MOVIES-MOVIES LISTED BELOW
THURSDAY	9:00AM-9:45AM	*TAI CHI FOR HEALTH & WELLNESS WITH MARSHA
	10AM-10:45AM	*STRENGTH & BALANCE WITH ART JONES
	11AM-11:45AM	*CHAIR YOGA WITH TINA
	NOON-12:45P	LINE DANCING WITH SHIRLEY
	1PM-1:45PM	*TOTAL BODY WORKOUT WITH SHIRLEY
	3:30PM-5PM	CROCHETING WITH DIA
FRIDAY	9:15AM-10:15AM	*GENTLE YOGA WITH MARY BETH
	10:30AM-2PM	QUILTING; SIT & SEW
SATURDAY	9AM-2PM	QUILTERS WORKSHOP-APRIL 12 ONLY

APRIL MOVIE SCHEDULE: POPCORN, CANDY, & SOFT DRINK \$5
APRIL 2 "WHITE BIRD;" APRIL 9 "MOVING ON;" APRIL 16 "THE COMEBACK TRAIL;"
NO MOVIE APRIL 23; APRIL 30 "BONHOEFFER: PASTOR.SPY.ASSASSIN"

JBWC & NEW AGE HIPPIE UPCYCLE FASHION SHOW @ PLAYERS BY THE SEA

APRIL 12, 2025 1PM-4PM

TICKETS AVAILABLE HERE! SUPPORT COMMUNITY THEATER & HAVE FUN TOO!

MJ THE MUSICAL-BROADWAY IN JACKSONVILLE-RSVP REQUIRED

APRIL 23, 2023 @ 5:30P.M.

PRETHEATER GATHERING, CHARTER TRANSPORTATION, GREAT SEATS
MEET UP AT 2004 FOREST AVENUE

- **Silver Sneakers & Renew Active accepted with valid member number**



MAY 2025

Neptune Beach Senior Activity Center
NEPTUNE HOUSE IN JARBOE PARK

1101 Fifth Street

Neptune Beach, Florida 32266

904-749-0068

Email dsc@nbfl.us

<https://www.ci.neptune-beach.fl.us/senior-center>

MONDAY	9:15AM-11AM	MAH JONG WITH LINDA
	NOON-12:45PM	LINE DANCING WITH SHIRLEY-NEW DAY & TIME
	12:45-3:00PM	OPEN PLAY GAMES-BRING YOUR FRIENDS
	3:30PM-5PM	YOGA WITH JULIE ANDERSON
TUESDAY	9:00AM-9:45AM	*TAI CHI FOR HEALTH & WELLNESS WITH MARSHA
	10AM-10:45AM	*STRENGTH & BALANCE WITH ART JONES
	11AM-11:45AM	*CHAIR YOGA WITH TINA
	NOON-12:45PM	*TOTAL BODY WORKOUT WITH SHIRLEY NEW TIME
WEDNESDAY	9:15AM-NOON	HANDWORK WITH FRIENDS
	9:00AM-1PM	OPEN PLAY CARDS/ MAH JONG
	NOON-12:45PM	LINE DANCING WITH SHIRLEY-NO CLASS MAY 28 NEW DAY/TIME
	2:00PM-4:30PM	MIDWEEK MATINEE AT THE MOVIES-MOVIES LISTED BELOW
THURSDAY	9:00AM-9:45AM	*TAI CHI FOR HEALTH & WELLNESS WITH MARSHA
	10AM-10:45AM	*STRENGTH & BALANCE WITH ART JONES
	11AM-11:45AM	*CHAIR YOGA WITH TINA
	NOON-12:45PM	*TOTAL BODY WORKOUT WITH SHIRLEY-NO CLASS MAY 29
FRIDAY	3:30PM-5PM	CROCHETING WITH DIA
	9:15AM-10:15AM	*GENTLE YOGA WITH MARY BETH
SATURDAY	10:30AM-2PM	QUILTING; SIT & SEW
	9AM-2PM	QUILTERS WORKSHOP-MAY 24 ONLY

MAY MOVIE SCHEDULE: POPCORN, CANDY, & SOFT DRINK \$5

MAY 7 "MY PENGUIN FRIEND PG;" MAY14 "I'M STILL HERE PG13;"

MAY 21 "THE ROOM NEXT DOOR PG13;" MAY 28 "EX-HUSBANDS PG16"

JBWC & NEW AGE HIPPIE UPCYCLE FASHION SHOW @

BEACHES HISTORICAL CHAPEL

SATURDAY, MAY 17, 2025 1PM-4PM

TICKETS AVAILABLE HERE! SUPPORT COMMUNITY THEATER & HAVE FUN TOO!

AARP SAFE DRIVER CLASS, SATURDAY & SUNDAY

MAY 17 9AM-NOON; MAY 18 1PM-4PM

RESERVATIONS NEEDED

- **Silver Sneakers & Renew Active accepted with valid member number**

**CLOSED MONDAY, MAY 26, 2025 IN OBSERVANCE OF
 MEMORIAL DAY**



MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. 666628-24
Report No. 12
Project No. 005941

Recipient: City of Neptune Beach

Project/Program Name: Senior Activity Center

Report Period: September 1 to September 30, 2024 Date Submitted: SEPTEMBER 20, 2024

Person Completing Report: Leslie Lyne

PROGRESS REPORT: Describe progress to-date:

1. Maintaining documentation that ensures eligibility and compliance with the national objective of the Community Development Block grant program, and submit on the form provided by the City, a monthly report on the unduplicated number of persons being served by the program (See **Exhibit 1**). Recipient will create a suitable living environment for senior adults by providing access to diverse programming in a clean, safe, and easily accessible facility to foster, encourage, and promote a healthy lifestyle.
2. Assistance for up to **one thousand three hundred (1,300) seniors** with healthy aging activities living in the surrounding areas of Neptune Beach, Jacksonville Beach, and Atlantic Beach, Florida.

Number of Seniors Served	
Current Month	Year-to-Date
5	1287*

***The YTD data submitted above includes guests 60+ years who have come into the center to visit or to receive information. This is 99% of the total estimated to have been served. Due to unforeseen events with our new center (roof failure), major repairs required the center to be closed to all activities, events, programming, etc. from September 9-September 30, 2024.**

3. Enhance the quality of life for seniors by providing programming such as tap dancing, bridge lessons, fitness classes, card playing, newly released movies, travel club, symphony, football/baseball games, Broadway shows, AARP Tax Wise, AARP Safe Driver training, and lunch and learn seminars. ***Include sign in/sign-out sheets with this report.***

Activity	Current Month	Year-to-Date
SOCIAL-Most Activities Daily	3	201
CULTURAL		12
ARTS & CRAFTS	14	185
FITNESS/EXERCISE	23	636
HEALTH & SCREENING		1
LIFELONG LEARNING	1	117
RECREATION	9	197
INFORMATION SHARING	8	429

4. Providing a self-evaluation tool for improving public services for low and moderate-income persons. Include quantitative and qualitative measurements of success. Include copies of meeting notes, brochures, programs, promotional materials, or other information pertinent to the Contract. SEE ATTACHED.

Monthly Status Report

[continued,

HOW FUNDS WERE SPENT:

Copies of all canceled checks and bank statements during that report period must be attached to the monthly report to verify the payment of previously submitted invoices and billings. Account for all checks, including any voided checks. (Exempt from COJ Auditor General Office)

SUPPLEMENTARY SUPPORT:

Please describe matching and in-kind contributions received during this report period: \$99,649.13 has been realized to date through donations, grants, and fund raisers. Included in this figure are grants received from the Jacksonville Beaches Woman's Club, Coastal Quilters of NE Florida, and the Ray & Kay Eckstein Charitable Trust.

ADDITIONAL COMMENTS: The month of September 2024 did not lend itself to a normal month. Maintenance on the building mandated the center be closed to all activities. Planning for future day trips and great opportunities are in the works-Jacksonville Symphony Holiday Pops, Lunch at Sweet Pete's, St. Augustine Night of Lights and dinner, Travel opportunities, Broadway in Jacksonville production of "MJ," fashion show, etc. The Activity Center will be open for the new fiscal year October 1, 2024.

I certify that to the best of my knowledge the data reported herein is true and correct.

Signed Leslie Lyne

Date: September 20, 2024

Title: Program Director



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

AGENDA ITEM:	City of Neptune Beach v. Steins Homeowners' Request for Code Enforcement Fine Reduction
SUBMITTED BY:	Paul Waters, Esq., City Attorney
DATE:	May 5, 2025
BACKGROUND:	This case was heard on the 25th day of March, 2025 by the Code Enforcement Special Magistrate of the City of Neptune Beach. The Steins were cited for cutting and removing 10 trees without a permit. The Special Magistrate ordered the Steins to pay the City a fine of \$25,000 (reduced from the City's recommended penalty of \$50,000), citing a mitigating factor that the Steins planted 19 replacement trees. The Steins, through their attorney, have requested a hearing before the Council to further reduce the fine imposed by the Special Magistrate. Although not a party, the attorney for the tree company will also attend the hearing. It must be noted that this hearing is limited to the fine reduction. The Council is not positioned to re-litigate the findings of fact or conclusions of law. That is reserved for the Circuit Court, who will have jurisdiction if the Special Magistrate's order is appealed within 30-days.
RECOMMENDATION:	The decision to reduce the fine is at the discretion of the Council.
ATTACHMENT(S):	1. Special Magistrate Order 2. Request(s) for Fine Reduction 3. Special Magistrate Hearing- Agenda Materials

**CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF NEPTUNE BEACH, FLORIDA**

CITY OF NEPTUNE BEACH, FLORIDA,
a municipal corporation,

Petitioner,

vs.

CASE NO.: 2024004

KURT W. STEIN AND STEPHANIE TUFTS STEIN,

Respondents.

_____/

**ORDER REGARDING CODE VIOLATION AND
DESIGNATING FINDINGS OF FACT AND LAW**

This cause was heard on the 25th day of March, 2025 by the Code Enforcement Special Magistrate of the City of Neptune Beach after due notice to Respondents, and the Code Enforcement Special Magistrate, having heard testimony and argument thereon, and being otherwise duly advised in the premises, makes the following FINDINGS OF FACT:

1. Respondents, Kurt W. Stein and Stephanie Tufts Stein (“Respondents”), are the owners of the property located at 1901 Forest Avenue, Neptune Beach, Florida 32266 with Duval County Parcel ID #1776370000 (the “Subject Property”).
2. On April 3, 2024, the City of Neptune Beach (“City”) properly served a Notice of Violation on Respondents (“Notice”) citing Respondents with a violation of Sec. 27-445 and Sec. 27-448 of the Code of Ordinances of the Neptune Beach City Codes, Land Development Code, Article IX: Tree Protection and Landscaping.
3. The Notice provided that Respondents are responsible for the unauthorized cutting and removal of eleven (11) trees upon the Subject Property (“Subject Trees”), including five regulated Heritage Trees, without a permit.
4. Specifically, the Notice provided that Respondents authorized, without prior local government permit and approval, the cutting and removal by Sanford tree service of the following trees:

- a. 26 inch Water Oak
- b. 26 inch Hickory
- c. 14 inch Live Oak
- d. 22 inch Hickory
- e. 24 inch Hickory
- f. 31 inch Hickory Heritage Tree
- g. 31 inch Live Oak Heritage Tree
- h. 31 inch inch Hickory Heritage Tree
- i. 47 inch Live Oak Heritage Tree
- j. 26 inch Hickory
- k. 31 inch Hickory Heritage Tree

The Steins are legally responsible for the actions of Sanford tree service.

- 5. On March 25, 2025, a hearing took place at which competent substantial evidence was entered into the record that the Respondents were in violation of Sec. 27-445 and Sec. 27-448 of the Code of Ordinances as pertaining to the removal of Subject Trees (a) – (j).
- 6. The City withdrew its contention of violation as pertaining to Subject Tree (k), which is a duplicate of Subject Tree (h).
- 7. Respondents do not dispute and the court finds that Subject Trees (a) – (j) were removed without issuance of a permit in violation of Sec. 27-445 and Sec. 27-448. Respondents rely on Section 163.045(1), Fla. Stat. to excuse this violation, which authorizes residential property owners to remove trees from their property without a local government permit only *“if the owners obtain documentation, from an International Society of Arboriculture (ISA)-certified arborist or Florida-licensed landscape architect, indicating that the trees present a danger to persons or property.”*
- 8. Respondents did not obtain documentation pursuant to Section 163.045(1), Fla. Stat. prior to authorizing and effectuating removal of the Subject Trees from their property.
- 9. Documentation pursuant to Section 163.045(1), Fla. Stat. (“Retroactive Documentation”) was not prepared on behalf of Respondents until *after the Subject Trees had already been removed*, rendering such documentation speculative and conjectural. The City of Neptune Beach had no opportunity to inspect the trees before they were cut down and removed.

10. Respondents' reliance on Section 163.045(1), Fla. Stat. is unpersuasive. A plain reading of the requirements of Section 163.045(1), Fla. Stat. unambiguously provides that criteria-compliant documentation must indicate that the trees are *present*—meaning currently, at the time of assessment—a verifiable danger to persons or property. Furthermore, Section 163.045 (2), Fla. Stat. clearly states that the arborist's documentation must demonstrate that the tree “poses” a risk. Clearly the legislative intent was that the tree is present at the time of the arborist's assessment. Otherwise, the statute would have utilized the past tense term “posed”.
11. Respondents' Retroactive Documentation is null and without effect because it was not created at the time Respondents assert the Subject Trees purportedly presented a danger to persons or property.
12. Respondents' reliance upon the case of *Vickery v. City of Pensacola*, 342 So.3d 249 (Fla. 1st DCA 2022), standing for the proposition that a government may not override an ISA-certified arborist's determination that a tree or trees present a danger to persons or property, is likewise inapposite. The *Vickery* holding applies uniquely to circumstances where a government contests an arborist's determination *prior* to tree removal. In the present matter, the City's position is predicated on Respondents' procedural, rather than substantive, failings, which are not curable or contestable via Retroactive Documentation.
13. Because no relevant testing or assessment was completed until after the Subject Trees already had been removed, Respondents have not presented evidence sufficient to meet the standards of 163.045(1), Fla. Stat., and Respondents' violation of Chapters 27 and 11 of the Code of Ordinances of the City of Neptune Beach is not defensible.
14. The maximum fine permissible would be in the amount of \$5,000.00 per violation (tree), or a total amount of \$50,000.00.
15. Respondents' violations are impacted by relevant mitigating factors, because the Steins have planted seven new live oaks and a total of 19 new trees in mitigation. Florida Statutes section 162.09 indicates that a magistrate has discretion in determining the fine.
16. The City of Neptune Beach has specifically stated that it is not seeking the recovery of costs in this action.

CONCLUSION OF LAW:

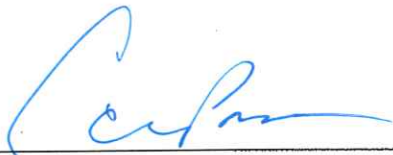
17. Respondents are in violation of Chapters 27 and 11 of the Code of Ordinances of the City of Neptune Beach by the unauthorized removal of the Subject Trees identified as (a) – (j) in paragraph 4 above. The eleventh Subject Tree (k) is a duplicate of Subject Tree (h) and is accordingly excluded from all findings and conclusions pertaining to violation and penalty otherwise represented herein. Respondents' violations have not been and may not be cured by retroactive attempted compliance with Section 163.045(1), Fla. Statutes. Respondents' violations are irreparable and irreversible in nature.

BASED ON THE FOREGOING IT IS ORDERED that:

18. The Special Magistrate certifies that a fine in the amount of \$5,000.00 per violation, or a total amount of \$50,000.00 is appropriate, reduced by the mitigating factors of the Steins' planting 19 trees including seven (7) Live Oak trees upon their property and the genuine remorse and desire to be a good citizens expressed by the Respondents by one-half resulting in a total fine of \$25,000 which shall be assessed against Respondents. Owner shall remit full payment to this Order to the City within fifteen (15) days of the date of this Order.

19. This Order may be recorded in the public records of Duval County and if so recorded shall constitute a lien against the Property and any other real or personal property that Respondent owns in Duval County or other county in the State of Florida.

DONE AND ORDERED at City of Neptune Beach Town Hall, 116 First Street, Neptune Beach, FL 32266 on 28th of April 2025.



Catherine Ponson, City Clerk


John McE. Miller, Special Magistrate

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of the City of Neptune Beach to the Duval County Circuit Court. The appeal shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

PAYMENT OF ADMINISTRATIVE COSTS AND FINES: Checks should be made payable to "City of Neptune Beach," include the case number and mailed to:

City of Neptune Beach
Attention: Code Enforcement
116 First Street
Neptune Beach, FL 32266

Copies furnished to:

Vose Law Firm, LLP
Paul Waters, Esq.
324 W. Morse Boulevard
Winter Park, FL 32789
Attorney for City of Neptune Beach, FL

Campione Law, P.A.
Stephen R. Smith, Esq.
501 W. Bay Street
Jacksonville, FL 32202
Attorney for Respondent

REQUEST FOR REDUCTION OF MUNICIPAL FINE

CASE NO.: 2024-004

CITY OF NEPTUNE BEACH,

v.

KURT & STEPHANIE STEIN,

RE: 1901 FOREST AVE, NEPTUNE BEACH, FLORIDA, 32266

Violation of Sec. 27-445 of the City of Neptune Beach Florida, Code of Ordinances
Failure To Obtain Permit Required For Tree Removal

KURT & STEPHANIE STEIN'S REQUEST FOR REDUCTION OF FINE

Kurt and Stephanie Stein ("Mr. and Mrs. Stein" or "the Steins") respectfully file this Request For Reduction Of Fine related to the Violation of Sec. 27-445 of the City of Neptune Beach Florida Code of Ordinances for the unpermitted removal of ten (10) trees on their property located at 1901 Forest Ave, Neptune Beach, Florida, and in support thereof state as follows:

STATEMENT

Dear members of the commission, for the reasons stated below, the Steins believe that imposition of this massive fine against them is unwarranted, and respectfully request a reduction in the amount of the fine.

Kurt and Stephanie Stein are small business owners who employ numerous individuals in Neptune Beach and Northeast Florida and are actively involved in local leadership programs and other community related endeavors. They have no criminal background or previous history of code enforcement violations. In 2023, to accommodate their growing family and their desire to relocate to a beautiful family-oriented community, they purchased the property located at 1901 Forest Avenue, Neptune Beach, FL. When Mr. and Mrs. Stein purchased the property, it was overgrown, with several dead or dying trees located on the property which were both "eyesores" and

potentially dangerous to person and property. In June and July of 2023, the Steins consulted with at least five different tree services to evaluate the trees on their property. Of those companies, Sanford Tree Services (hereinafter “Sanford”) was the only company that sent an ISA Certified Arborist to perform the evaluation, which made Mr. & Mrs. Stein feel very confident that they would be well taken care of by Sanford. Thus, the Steins hired Sanford to remove various trees from their property, based largely on Sanford’s professional presentation. The Steins believed they were in good hands with Sanford, and were under the impression that Sanford would make all necessary arrangements needed to complete the work. Sanford performed the removal of four (4) trees from the Subject Property in August of 2023, and removed six (6) additional trees in January 2024.

Thus, it came as a total surprise when in April of 2024, long after the trees had been removed, the Steins were given notice from the City that there was an issue with permits, which Sanford had neglected to obtain. For their part, Mr. and Mrs. Stein have attempted to do everything they can to cooperate with Code Enforcement to get this situation resolved. While the Steins understand the removal of these trees occurred on their property and at their direction, imposing such an unprecedented fine¹ against the Steins seems like it will do little to address the problem of unpermitted tree removal in the city. Further, the Steins have always intended on replanting additional trees on their property but were advised by the city to await the outcome of this process to insure they received proper “credit” for their efforts. Thus, as members of the community with intentions of being here for a long time, the Steins would be more than willing to participate with the city in some type of community outreach and education plan, and would further agree to fund

¹ With the exception of one fine levied against a large commercial property located at 310 Third Street, which is not comparable as it is a commercial property, this fine is almost 3.5x as much as the next largest fine imposed by Neptune Beach against any property owner over the last 5 years. See attachment.

the planting of five (5) new Live Oak trees at Jarboe Park (or some other location the city desires), or other creative solutions to help the city in their efforts to prevent unpermitted removal of trees, should these fines be reduced.

It was never the Steins' intention to have the trees removed improperly and believed that Sanford would handle everything necessary to ensure the removal was done properly. In having the trees removed, it was the Steins goal to make their property safer and more beautiful, not only for their own benefit, but for the benefit of the community at large. The Steins remain committed to this community and would welcome the opportunity to work with the city to educate local residents regarding the issue of unpermitted tree removal, and/or other mitigation efforts in lieu of this unprecedented fine. We kindly ask that these facts be taken into consideration when a final determination is made.

On behalf of Kurt and Stephanie Stein

CAMPIONE LAW, P.A.

/s/ Stephen R. Smith

STEPHEN R. SMITH, ESQ.

Florida Bar No.: **1031735**

501 West Bay Street, #100

Jacksonville, FL 32202

Telephone: (904) 990-8400

Facsimile: (904) 990-8411

Email: [ss@ campionelawpa.com](mailto:ss@campionelawpa.com)



TREE REMOVAL WITH CODE ENFORCEMENT CASES

4/1/2018 - 1/06/2025

Case #	Description of Violation	Fee Name	Fee Amount	Main Status	Date Completed	Parcel Address
2024004	cut 11 trees without permit	TREE MITIGATION FUND	55,000.00	Open		1901 FOREST AVE
2020225	TREE CUTTING	TREE MITIGATION FUND	2,800.00	Open		1540 Penman Road
2022054	SYCAMORE TREE IS BEING REMOVED WITHOUT PERMIT OR ARBORIST LETTER.		0.00	CASE CLOSED	4/14/2022 ARBORIST LETTER	1108 HAGLER DR
2022094	Cutting Tree without a permit		0.00	CASE CLOSED	07/14/2022 ARBORIST LETTER	1406 Tree Split Lane
2024159	Permit required for tree removal or relocation. Fee paid with building permit for new construction at 2110 4th St.	TREE MITIGATION FUND	5,000.00	PAID/CASE CLOSED	1/3/2025	
			62,800.00			

TREE MITIGATION FEES PAID WITH ISSUANCE OF BUILDING PERMIT (NO CODE ENFORCEMENT ACTION REQUIRED).

Permit #	Permit Date	Fee Name	Fee Amount	Payment Date	Payment Amount	Parcel Address
202401107	12/23/2024	TREE MITIGATION	7,215.00	1/3/2025	\$7,215.00	1820 HAMLET LANE N
202401092	12/18/2024	TREE MITIGATION	5,000.00	1/3/2025	\$5,000.00	2110 FOURTH STREET
202201134	9/14/2022	TREE MITIGATION	3,700.00	10/11/2022	\$3,700.00	211 WALNUT STREET
202200527	4/28/2022	TREE MITIGATION	4,884.00	11/16/2022	\$4,884.00	1924 SEAGATE AVENUE
202100893	8/15/2021	TREE MITIGATION	5,624.00	9/27/2022	\$5,624.00	1516 EMMA LANE
202100800	7/16/2021	TREE MITIGATION	56,980.00	8/9/2022	\$56,980.00	310 THIRD STREET
			83,403.00		\$83,403.00	







REQUEST FOR REDUCTION OF MUNICIPAL FINE

CITY OF NEPTUNE BEACH,

Case Number: 2024-004

Plaintiff

v.

KURT STEIN and
STEPHANIE STEIN,

Defendants.

_____/

In re: Violation of Sec. 27-445 of the City of Neptune Beach Municipal Code of Ordinances
(Failure to Obtain Permit for Tree Removal)

SANFORD TREE SERVICES'S REQUEST FOR REDUCTION OF FINE

Sanford Tree Services ("Sanford"), respectfully offers its own Request for Reduction of Fine in support of Kurt and Stephanie Stein's (the "Steins") plea to this Council for relief from an unreasonably punitive fine imposed for the removal of dead, dying, or dangerous trees from their home at 1901 Forest Avenue in Neptune Beach.

STATEMENT

The Magistrate imposed an unreasonably large fine (\$25,000) based, in part, on alleged paperwork errors that have no logical connection to the protection of Neptune's trees. Two batches of trees are at-issue: 4 trees cut in August, 2023, and 6 trees cut in January, 2024. This Request focuses just on the four trees removed in August, 2023.

In August, 2023, four trees were removed from the Stein's property. ***Before removal***, David Martin (Sanford's arborist) did a full inspection of the four trees. *Affidavit of David Martin* at ¶ 7-9. Two were mostly dead. All were very dangerous to Mr. Stein's home. The

present health condition and present danger of each tree qualified each of them for removal without a permit under Florida law. The City presented no evidence that cast doubt on the work that David Martin did on August 7, 2023. In fact, Mr. Martin prepared written reports dated August 7, 2023, the day of removal, that document each tree's removal and the technical reasons for it under Florida law. *See Exhibit "C" to Martin's Affidavit.*

However, the Magistrate interpreted this area of Florida law (Fla. Stat. 163.045) to require that Arborist Martin put every finished written report in the Steins' hands before any tree is touched. It all came down to timing. In the Magistrate's words, *"the City's position is predicated on Respondents' procedural, rather than substantive, failings."*

The substance of this case shows that the trees cut in August, 2023, had to go for urgent, credible reasons. Mr. Stein went the extra mile and replaced them with big, beautiful trees that enrich Neptune Beach's community. The Magistrate imposed a fine of \$2,500 per tree (\$10,000) for trees that had no reason to stay on the property.

Bottom Line: **Sanford asks this Council to zero out 4 of the 10 fines** related to trees that had no good reason (i.e., health, danger, etc.) to stay in Neptune Beach.

LINDELL & ZEBOUNI, P.A

By:



Connor Larkin, Esq.
Florida Bar No. 1000483
12276 San Jose Boulevard, Suite 126
Jacksonville, FL 32223-8630
clarkin@lindellfarson.com
904-880-4000
904-880-4013 (fax)
Attorneys for Sanford Tree Services

SWORN AFFIDAVIT OF DAVID MARTIN

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, the undersigned notary public, appeared David Martin ("Martin"), who first being duly sworn, states as follows:

1. I am over the age of 18 years. I reside in the State of Florida and I am competent to testify because I have personal knowledge of the matters addressed in this Affidavit given my personal involvement in the relevant events.

2. Upon satisfactory completion of rigorous educational, experiential, and training requirements, I earned the credential "ISA Certified Arborist" from the International Society of Arborists on April 13, 2023, certification no. FL-9959A, and have continuously held this credential in good standing since my credentialing date.

3. A fair and accurate copy of the official educational, experiential, and training standards to become an ISA Certified Arborist are attached as Exhibit "A".

4. A fair and accurate copy of my ISA Certified Arborist credential is attached as Exhibit "B".

5. I have been employed as an Arborist at ArborStar Tree Management Consulting, where a significant portion of my job duties include analyzing trees pursuant to Section 163.045, Florida Statutes, to determine whether they pose unacceptable risks to persons or property.

6. During my career as an Arborist, I have become familiar with the learned treatise, Best Management Practices - Tree Risk Assessment, Second Edition (2017), and routinely apply its standards in the course of my work described in ¶ 5 herein.

7. Specifically, I am the contract arborist for Sanford Tree Services, through Arbor Star Tree Management Consulting, who performed an onsite assessment (the "Assessment") at 1901 Forrest Avenue in Neptune Beach, Florida (the "Property"), on August 7, 2023, in accordance with the standards described in Best Management Practices - Tree Risk Assessment, Second Edition (2017) (the "Standards").

8. The Assessment revealed four trees ("August Trees") on the Property posed an immediate "unacceptable risk to persons or property" because their removal was "the only means of practically mitigating their risk below moderate, as determined by [the Standards.]" The August Trees are identified by species, diameter at breast height ("DBH"), risk level, and Tree No., for reference in this Affidavit:

- a. Pignut Hickory - 26" DBH - "critical" [Tree 1]
- b. Pignut Hickory - 31" DBH - "critical" [Tree 2]
- c. Live Oak - 31" DBH - "moderate" [Tree 3]
- d. Live Oak - 47" DBH - "priority" [Tree 4]

9. The August Trees were removed on August 7, 2023, and Mr. Stein was provided with four documents, each entitled Tree Removal Report, that describe the circumstances justifying their removal. (Exhibit "C" contains fair and accurate copies of each Tree Removal Report that I drafted for the August Trees.)

10. My Assessment confirmed the August Trees were dead, declining, and hazardous. **Tree 1, Tree 2, and Tree 4** all ranked either "critical" or "priority" risk level on a scale of "low", "medium", "critical", and "priority".

- a. **Tree 1 and Tree 2** were mostly dead, posing a "critical" risk to the safety of the Property's home given their proximity.
- b. **Tree 3** posed a risk between "moderate" and "critical" due to a combination of significant decay, a greater than 30-degree lean, and proximity to the home.
- c. **Tree 4** had a large co-dominant section that was dead and hanging over the Property's home, posing a "priority" risk. As with all the August Trees, removal was the only practical means of reducing Tree 4 to a risk to below "moderate."

11. I reviewed the Neptune Beach's response to the Records Request of Sanford Tree's counsel, Connor Larkin, and found an error in the PDF file "20072586-2nd arborist report..." (A fair and accurate copy of that file is attached as Exhibit "**D**").

12. Specifically, Neptune Beach duplicated my Tree Removal Report for **Tree 2** (the "subject Report").

13. Neptune Beach duplicated data from the subject Report again in a PDF file "20082148-1901 Forest Tree Mitigation", produced in Neptune Beach's response to the Records Request of Sanford Tree's counsel, Connor Larkin, listing an itemized

ledger of fines on Mr. Stein. (A fair and accurate copy of the file is attached as Exhibit "E").

14. Therefore, Mr. Stein was wrongly fined \$5,000 because my eyewitness and expert knowledge confirms there was only one Pignut Hickory with a 31" DBH, 47" height, and 36" spread on the Property at all times relevant to this case.

15. On or about January 26, 2024, a representative of Sanford Tree Services visited the Property and quoted Mr. Stein an estimate for the removal of six trees ("January Trees") from the Property. Four of the January Trees are listed by species, diameter at breast height ("DBH"), risk level, and [Affidavit Tree No.], for reference:

- a. Pignut Hickory - 26" DBH - "critical" [Tree 5]
- b. Live Oak - 14" DBH - "medium" [Tree 6]
- c. Pignut Hickory - 24" DBH - "medium" [Tree 7]
- d. Pignut Hickory - 31" DBH - "medium" [Tree 8]

16. The January Trees were removed on January 29, 2024 at the direction of Mr. Robert Brkic, Sanford Tree's Manager, upon his on-site confirmation of root plate lifting at Trees 6-8.

17. For Tree 5, critical risks caused by advanced degeneration necessitated its removal for the safety of persons and the Property. By January, 2024, Tree 5 had large, evidently dead limbs overhanging a power line on the Property and it had a huge cavity covering over a third of its diameter.

18. I supplemented the Assessment with a detailed follow up investigation, regarding the Property's trees that were removed in January, 2024, and are also the subject of Neptune Beach Code Violation Case Number 2024-004.

19. During my post-removal investigation, I conducted eyewitness interviews and a stump analysis of **Tree 5** in compliance with the arboreal industry's best practices. Based on the stump analysis, I confirmed that **Tree 5** suffered from severe internal decay when it was removed. The decay consumed greater than 33% of **Tree 5's** diameter and, in my expert opinion, this posed an evident, critical risk on the day it was removed. All my conversations with eyewitnesses to the January Trees aligned with the findings in my on-site arboreal analyses at the Property.

20. During my stump analysis in my post-removal investigation, I noted **Tree 7** and **Tree 8** showed root plate lifting that posed an increased risk to the Property compared to August, 2023.

21. Mr. Stein was provided with documentation, entitled Tree Removal Report, that describes the circumstances justifying the removal of **Trees 5-8**. He was also provided with a narrative report that added context. (Exhibit "**F**" contains an accurate copy of each Tree Removal Report that I drafted for the January Trees with a "moderate" risk or higher.) The documents in Exhibit "**F**" were prepared post-tree removal based only on my stump analyses.

22. I wrote a narrative report for the January Trees as a courtesy to Mr. Stein and to inform the City of Neptune Beach about the reasons for tree removal. (Exhibit "G" contains fair and accurate copies of my two narrative reports).

23. Copies of all relevant reports were provided to the City of Neptune Beach and Mr. Stein over a year in advance of Mr. Stein's March, 2025, hearing.

24. I hope that we are able to reach a friendly resolution to this unfortunate misunderstanding.

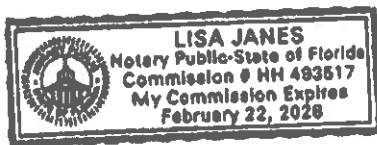
FURTHER AFFIANT SAYETH NOT.

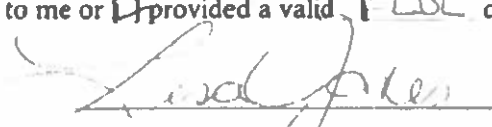
Dated this 13th day of March, 2025.



David Martin, ISA Certified Arborist

Sworn to or affirmed and signed before me on this 13th day of March, 2025, by David Martin, who is ☐ personally known to me or ☒ provided a valid FLDL driver's license. *Wpens*




Notary Public State of _____

Printed Name: _____

My Commission Expires: _____

EXHIBIT “C”



ArborStar

Tree Management Consulting

Tree Removal Report

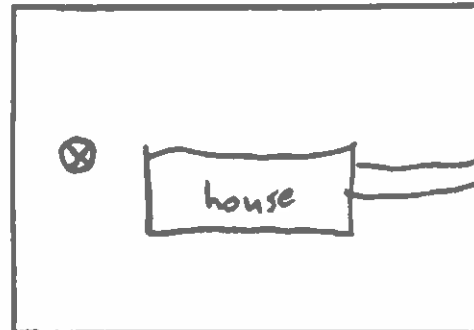
Name kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory

DBH 26" Height 49' Spread 52'

Risk Level low medium critical Priority



Reason for Removal

• greater than 60% Necrotic

David Martin

Arborist # FL-9959A

[Signature]



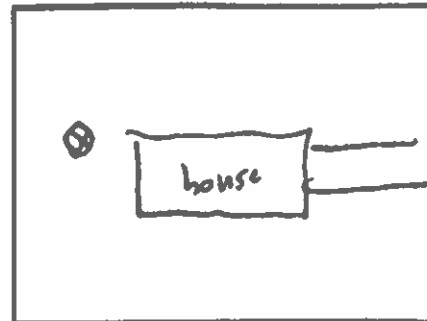
ArborStar
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32746 Date 8/7/23

MAP

Species Pignut Hickory
DBH 31" Height 47' Spread 36'
Risk Level low medium critical Priority



Reason for Removal

greater than 60% Necrotic

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

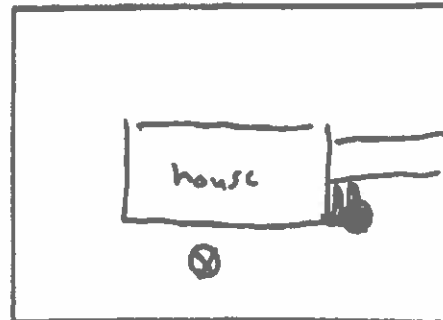
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Quercus virginiana

DBH 31" Height 61' Spread 46'

Risk Level low medium critical Priority



Reason for Removal

- Co-dominant with included bark
- limb dieback
- large bark indicating decay
- root plate lifting

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

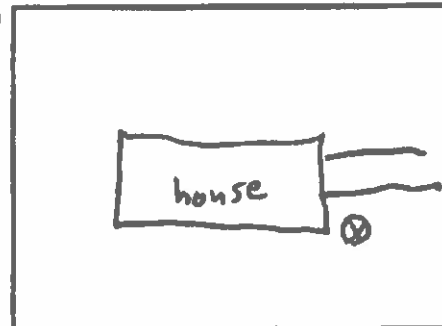
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 22266 Date 8/7/23

MAP

Species Live Oak (Quercus virginiana)

DBH 47" Height 62' Spread 51'

Risk Level low medium critical Priority



Reason for Removal

- Heavy dieback throughout crown
- Large decay pockets
- Bark peel
- Limb failure > 8" and more than 3 breaks

David Martin

Arborist # FL-9959A

REQUEST FOR REDUCTION OF MUNICIPAL FINE

Case No: 2024-004

City of Neptune Beach vs. Kurt & Stephanie Stein

Re: 1901 Forest Ave, Neptune Beach, FL 32266; Violation of Sec. 27-445 of the City of Neptune Beach Florida, Code of Ordinances – Failure to Obtain Permit Required for Tree Removal

Dear Mayor Byland and Honorable City Council Members,

I hope this letter finds each of you well, and I sincerely appreciate your time and attention in reading what I know is a lengthy message. I am writing primarily to request a reduction in the fine associated with a violation of Section 27-445 of the City of Neptune Beach Code of Ordinances, concerning the unpermitted removal of ten (10) trees from our property at 1901 Forest Avenue, Neptune Beach, Florida. However, I also feel compelled to share my account of the events that have transpired over the past two years without the filter from an Attorney, to ask for your understanding and leniency, and to begin a dialogue that might lead to positive change and improvement in the place we all call home - Neptune Beach. While my attorney advised that our submission focus solely on “mitigation efforts,” the last year of our lives has been living hell with unmeasurable stress and financial pressures, and I believe the broader context, circumstances, and happenings of this case deserve to be shared and fully understood.

Who We Are

First, I'd like to introduce myself and my wife, Stephanie. We are both small business owners—I'm the owner and operator of the largest and highest-rated home inspection company in Northeast Florida, employing residents of Neptune Beach and across Jacksonville, while my wife works in real estate. I am part of the 2025 Class of Leadership Jacksonville and organize a workout every Monday evening on the beach just behind City Hall. We are active members of the community with no criminal history and no prior Code Enforcement violations.

After the birth of our daughter in March 2023, we decided to move back to the beach to be closer to family and friends who could help us with childcare. In the summer of 2023, we purchased our home at 1901 Forest Avenue, having previously lived in various parts of Jacksonville. We knew this house was the right place to plant roots, grow our family, and become long-term, engaged members of the Neptune Beach community. That said, the home and especially the yard and exterior were in very poor condition when we purchased it.

Hazardous Trees

We knew there were several trees that didn't look healthy, in our unprofessional opinion - some with large limbs overhanging our home, others leaning, some totally chopped off halfway up and dead, and some with large cavities in their trunks. As new parents, our top priority was the safety of our family. The very first thing we wanted to do after purchasing the home was to have tree companies come out and assess the trees. We had numerous tree companies visit, all of whom agreed that many trees on our property posed a threat. We identified the four most dangerous ones, those that posed the greatest risk to our home, to be removed initially in the summer of 2023, before hurricane season approached and to avoid the danger of another large limb coming through the roof, as had happened several years earlier to the previous homeowners.

Interviewing Tree Companies

As we met with tree companies, a friend of ours informed us that Neptune Beach takes tree protection seriously and suggested we ensure that an arborist was involved before any tree work was performed. The very next company that came out sent an ISA Certified Arborist to conduct the assessment and provide a quote. He was significantly more professional than the others we had met, represented a much larger company, and provided his certification, proof of insurance, and a quote directly on-site. We immediately felt comfortable hiring them, even though the cost was substantial. We felt we were in good hands, knowing that an ISA Certified Arborist had performed the evaluation. At that time, my understanding of Arborists were that they were conservations and so when we were told that the best thing to do would be to remove these trees, we trusted that judgement.

First Round of Tree Removals

Before the work was performed several weeks later, we asked the tree company if there was anything further we needed to do. We were told in words to the effect, though not quoted exactly, that we didn't need to do anything and were "good to go." The tree company did not obtain permits themselves nor did they ask us to present or provide them ahead of the work. In August, the tree company arrived with extremely large equipment, including a crane, and carried out the work. If you're unfamiliar with our property, we're located on the most visible corner of Kings Road and Forest Avenue. The work was performed during the week, in broad daylight, and in full view of neighbors, code enforcement officers, and the many city public works employees who pass by our home daily. Not a single person asked us before, during, or after the work was performed whether permits had been obtained, nor did anyone raise any concerns with us or to the city for the remainder of the year. Because we never heard anything, a reasonable assumption for anybody would be that the tree company had followed all proper procedures and had no reason to believe that we were misled and not properly informed or that any mistakes were made or corners cut. We were happy with their work.

Exterior Renovations

Once we finally sold our previous home, we moved into 1901 Forest at the end of 2023. Several months later, given that our yard and exterior were still in complete disrepair and unsafe for our baby, dog, and visitors, we began discussing and working on plans to renovate the exterior of the property. Our goals were to let more natural light into the home (as the interior remained very dark), clean up and improve the backyard, remove the remaining hazardous trees the previous tree companies had identified as hazardous, completely rebuild the fence, and reconstruct the shed, which had been severely neglected over the years and had sustained multiple roof leaks and areas of limb damage. Ultimately, we wanted to create the outdoor space of our dreams - something safe and enjoyable for our children, friends, neighbors, and guests to enjoy. After much planning, the full project would exceed \$100,000, which represented a significant portion of our savings and a very large investment into our property.

No Mention of Tree Permit Requirements during In-Person Meetings with City

Due to the scale of the project, our desire to do things properly, and our unfamiliarity with city procedures as new residents, I physically went to City Hall on three separate occasions to discuss our exterior plans with staff from the City of Neptune Beach. My first two meetings were with Mr. John Ruley, who is no longer employed by the city. I didn't feel confident in the information he provided as it seemed contradictory and incomplete, so I returned once more and requested a more formal meeting to clarify the process. This time, I met with Ms. Heather Whitmore, who, admittedly, seemed rushed and mentioned the department was understaffed. We had a brief discussion about the renovation plans, and she handed me a site application permit and a fence permit. She did not ask whether any trees would be

affected or need to be removed in connection with the extensive work we discussed, and neither permit contained any reference to tree removal or additional permitting requirements. Had those forms had a simple checkbox asking whether tree removal would be involved and provided guidance on additional necessary permits, this situation could have been avoided. I'd like to formally propose that a checkbox, question, or informational note be added to the Site Application Permit specifically asking whether any trees will be affected by the proposed work. We believe this simple addition could help prevent future instances of unpermitted tree removal.

As you can see, although we did not ultimately obtain tree permits for the next round of removals, I made what I believed were sincere and thorough efforts to do the right thing by meeting with city staff on three separate occasions to better understand the process. After my meeting with Ms. Whitmore, I felt confident that I had been properly advised and was proceeding appropriately.

2nd Round of Tree Removals

One of the first things that needed to be done was the removal of the remaining trees on the property that we had previously been informed were hazardous, before any other exterior work could begin. We called Sanford Tree Services again; they came out, evaluated the trees, explained the hazards again, and said they would return the following week to complete the work. I again asked if there was anything I needed to do beforehand, and I was once again reassured that we were in good hands and that they would handle everything. They did not obtain permits themselves nor ask us to provide them ahead of time.

Escalation

After the trees were removed, everything changed. The neighborhood and city we had fallen in love with and were so excited to build a future quickly became an illusion. On the day of the removals, John Ruley came to our door and informed us that numerous complaints had been submitted. Later that day we were shown a photo of city staff trespassing on our neighbor's property peeking through the fence into our backyard. My wife, a new mother who often breastfed our daughter on the back patio, was deeply shaken by what felt like a violation of our family's privacy. Neighbors we had spoken to dozens of times in our first few months in the home no longer looked our way or waved, and we began hearing all kinds of false rumors. We were told by individuals with ties to the city staff that they intended to make an example out of us and that we could be facing substantial fines - potentially six figures. We immediately contacted the tree company to find out why this was all happening, and they immediately sent a letter to the city showing the tree assessments along with an apology letter, admitting fault and asking not to fine us. They've since stood by their position that no permits were required due to the hazardous condition of the trees, but they did suggest we hire an attorney. We began reaching out to the city right away to try to schedule a meeting, gain clarity, and explain what had occurred, but city staff were unwilling to meet or discuss the matter. All of this weighed on us tremendously.

It wasn't until several months later that we received an official violation notice with a proposed fine of \$55,000. We responded and once again requested meetings in hopes of finding a fair resolution for all parties, but it was clear the city staff again was not interested. With the looming fines and no clear resolution, we felt like we couldn't move forward with our previous plans due to the potential financial burden we were facing. Our property sat in ruins for months as we waited for direction from the city on how to proceed. After several more months, we felt the condition of our property was unsightly, and the lack of responsiveness and urgency from the city left us in limbo.

Property Improvements

Not wanting to put our lives on hold indefinitely, we ultimately made the decision to move forward with our exterior projects and hope that common sense would prevail in having these fines lowered or removed. We planted 19 new trees on our property, including 7 live oak trees. We installed a brand-new fence around the entirety of the backyard, redesigned all of the landscaping and garden beds, installed a new irrigation system, completely rebuilt the shed, installed landscape lighting throughout the yard to highlight the oak trees, added artificial turf to most of the backyard, and began treating and improving the health of the front lawn which was largely weeds originally.

The property has truly become what we envisioned from the beginning. Nearly every person who has visited has complimented us on our home and backyard, with many saying it's one of the best they've ever seen. One day, a city employee even stopped us in our driveway after leaving the Public Works building to say he always slows down passing our home at dusk because he loves how it's lit up and that it's his favorite house in the entire neighborhood. While our exterior is still a work in progress for our standards, I invite any council member to drive past our home and judge for themselves whether the changes have been positive or negative and worthy of such harsh penalties. I believe you'll find that our home not only doesn't look any different than any other home in the neighborhood (with many other homes having far fewer or no trees), but it's now more livable, enjoyable, and unquestionably safer and more beautiful.

Special Magistrate Order

Our case recently went before the Special Magistrate, who reduced the fines to \$25,000 in recognition of our mitigation efforts. While we're grateful for that consideration, we still believe the fines remain excessively punitive, disproportionately large, and unfairly directed at us. It's clear there is a dispute between the City of Neptune Beach and the tree company and arborist involved, yet instead of addressing that conflict directly, the city has entangled us, the homeowner, in a year-long legal battle. The magistrate even asked during the hearing something along the lines of whether or not the fines could be split or transferred to the tree company, in which the city responded that they weren't pursuing the tree company, again, despite having a written apology from the Arborist acknowledging their oversight. We believe both the City Council and the broader community would agree that the intent of the ordinance, and what most would consider fair, is that responsibility for the unpermitted removal of trees should begin with the party who actually performed the physical work. In nearly all cases, that is a licensed tree company that understands the relevant regulations or a overly ambitious homeowner, not a homeowner who reasonably relies upon and places their trust in a licensed contractor. Targeting homeowners, especially those who acted in good faith, undermines the purpose of the ordinance and runs counter to basic principles of fairness and common sense. Penalizing those who aren't the ones that physically cut down the trees will do little to deter these instances from happening in the future. The last thing I'll add is that the Arborist fully evaluated the first 4 trees that were removed in the summer of 2023. Each tree had a high risk according to the Arborist and the only safe option to mitigate that risk was removal, and the law states that a permit is not required in these instances. I'm not sure why the Special Magistrate didn't remove these 4 instances from consideration, which would have resulted in a reduction of \$10,000 to the remaining fine.

Inconsistent Enforcement

Within the last month or two, another Neptune Beach resident clear-cut nearly their entire backyard and removed as many or more trees than we did, without a permit and without hiring a licensed tree company or certified arborist and they don't occupy the home. Though their intentions were likely similar to ours (to improve safety, usability, and property value), they also were ignorant of permit requirements, but it's unlikely they'll face any consequences. Having had dozens of conversations with

Neptune Beach Residents over the last year, I am now aware of many instances of trees that have been removed without permits, yet most never face any consequences. After analyzing data from a public records request of all of the tree fund fees collected in Neptune Beach, there's been only 8 documented instances paying into the tree fund with the residential cases averaging under \$4889 per case. Our fines are over 5x larger and are nearly 3.5x bigger than the largest recorded existing residential fee paid. While our house is extremely visible and we were publicly scrutinized and targeted by dozens of neighbors, it's obvious that there have been many more instances of unpermitted tree removals over the years yet most occur without penalties.

Conclusion & Request to Lower Fines

This year-long ordeal has placed a significant emotional and financial strain on our family. We've spent literally hundreds of hours navigating this issue including mainly sleepless nights and have already incurred nearly \$15,000 in legal expenses - costs that continue to climb. Throughout this process, we've made every effort to act in good faith. We've planted new trees, improved the safety and appearance of our property, and sought to make things right at every turn. Despite these efforts, we continue to feel unfairly singled out, especially when others who have committed similar violations face little to no consequences.

We respectfully request that the fines be dropped entirely or at the very least, reduced to a fair and reasonable amount that reflects both the circumstances and our sincere intent to comply. We're a young family who believed we were acting responsibly, and we're now left carrying a disproportionate penalty for a mistake we deeply regret and where the company we hired that admitted wrongdoing faces no consequence. The original trees are gone and cannot be replaced, but we believe this moment offers a chance to focus on constructive outcomes, rather than punishment of us, which will do little to deter similar instances from happening in the future.

To that end, I'd love to give back in a tangible way such as planting 5 new live oak trees, at my expense, in an agreed upon area such as Jarboe Park or partnering with a local elementary school to have the kids plant saplings that they can help nurture and watch grow over the years. Also, since many of the residents I've spoken with have been ignorant, like us, around the tree removal permitting requirements, I think that our resident population could benefit from an effort to spread awareness around tree ordinances and permitting requirements. I'd be happy to assist, lead, or cover the expenses of such an effort, and think that it could help protect many trees in the future from being cut down unlawfully. If there is a creative effort that the City Council thinks can be impactful, I'd love to help!

In conclusion, we fully acknowledge that we made a mistake by failing to obtain the required permits before removing the trees on our property. We gravely regret our choice of contractor and feel like we were misled. This past year has been humbling and stressful, but also filled with valuable lessons, and we now have a much clearer understanding of the permitting process and its importance. We're committed to using our experience to raise awareness and help others avoid the same missteps. All we ask is for fairness, understanding, and a resolution that reflects both accountability and a sincere desire to make things right and better for the entire community.

Sincerely,

Kurt Stein & Stephanie Stein

1901 Forest Avenue

Neptune Beach, FL 32266



City of Neptune Beach

**AGENDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
MEETING
March 25, 2025
9:00 AM, City Hall
116 1st Street, Neptune Beach, FL 32266**

Notice is hereby given to all interested parties that if a person should decide to appeal any decision made at the aforementioned meeting of the Code Enforcement Special Magistrate, such person will need a recording of the proceedings conducted at such meeting, and for such purpose or she may need to ensure that a verbatim record of the proceedings was made; such record to include testimony and evidence upon which any appeal shall be based.

NOTE: individuals covered by the American with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the Office of the City Clerk at the City Hall or by telephone at 904-270-2400

1. CALL TO ORDER

- A. Opening Statements by Special Magistrate Miller
- B. Swearing in Witnesses

2. HEARINGS

- A. Property Owners: Kurt W & Stephanie Tufts Stein
Violation Address: 1901 Forest Avenue, Neptune Beach,
Florida 32266
Code Enforcement Case #: 2024004
Tax Parcel ID #: 177637 0000

3. SPECIAL MAGISTRATE COMMENTS

4. ADJOURNMENT



CODE ENFORCEMENT CASE SUMMARY

March 25, 2025 AGENDA

TO: The Code Enforcement Special Magistrate

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

PREPARED BY: Heather Whitmore, AICP, Director, Community Development Department

SUBJECT:

Property Owners: Kurt W & Stephanie Tufts Stein
Violation Address: 1901 Forest Avenue, Neptune Beach, Florida 32266
Code Enforcement Case #: 2024004
Tax Parcel ID #: 177637 0000

CODE(S) CITED:

The Code of Ordinances of the Neptune Beach City Codes, Land Development Code; ARTICLE IX. - TREE PROTECTION AND LANDSCAPING

Sec. 27-445. 27-448. (a) (b) 27-452.

VIOLATION(S) FOUND:

Violation a) Permit required for tree removal or relocation. Champion and heritage trees. Unauthorized removal of regulated trees.

After an investigation of the property and it has been found and determined that conditions exist thereon to constitute a violation of Chapters 27 and 11 of the Code of Ordinances of the City of Neptune Beach.

Violation reported January 29, 2024 and confirmed: Cutting and removal of eleven (11) trees, including five Heritage Trees, from the property without a permit.

Specifically:

- 1) 26 inch Water Oak
- 2) 26 inch Hickory

- 3) 14 inch Live Oak
- 4) 22 inch Hickory
- 5) 24 inch Hickory
- 6) 31 inch Hickory Heritage Tree
- 7) 31 inch Live Oak Heritage Tree
- 8) 31 inch Hickory Heritage Tree
- 9) 47 inch Live Oak Heritage Tree
- 10) 26 inch Hickory
- 11) 31 inch Hickory Heritage Tree

Hickory, Water and Live Oak trees,

Sec. 27-445. - Permit required for tree removal or relocation.

No person shall directly or indirectly cut down, destroy, remove, move, or effectively destroy through damaging, or authorize the cutting down, destroying, removing, moving, or damaging of any and all living trees greater than six (6) inches or more in caliper or two (2) feet in circumference, whichever dimension is lesser, at a point four and one-half (4½) feet above ground level, without a tree permit. Trees which require such permit for removal or relocation shall hereinafter be called "regulated trees."

Sec. 27-448. - Champion and heritage trees.

- (a) *Champion trees* are those trees that have been identified by the state division of forestry as being the largest of their species within the state or by the American Forestry Association as the largest of their species in the U.S. The current list of champion trees in the city and the county which have been identified is on file in the department of planning and development.
- (b) *Heritage trees*. The following species are heritage trees:
 - (1) Bald cypress (*Taxodium distichum*) twenty (20) inches in diameter or greater.
 - (2) Cedar (*Juniperus silicicola*) (Southern red cedar), *J. virginiana* (Eastern red cedar) twenty (20) inches in diameter or greater.
 - (3) Elm (*Ulmus alata*) (winged elm), *Ulmus American floridana* (Florida elm) thirty (30) inches in diameter or greater.
 - (4) Heritage oaks (*Quercus alba* (white oak), *Q. austrina* (bluff oak), *Q. geminata* (sand live oak), *Q. prinus* (swamp chestnut or basket oak), *Q. virginiana* (live oak)) thirty (30) inches in diameter or greater.
 - (5) Hickory (*Carya illinoensis*) (pecan), *C. tomentosa* (mockernut), *C. glabra* (pignut hickory) thirty (30) inches in diameter or greater.
 - (6) Loblolly bay (*Gordonia lasianthus*) twenty (20) inches in diameter or greater.
 - (7) Magnolia (*Magnolia grandiflora*) (Southern magnolia), *Magnolia virginiana* (sweetbay magnolia) twenty (20) inches in diameter or greater.
 - (8) Maples (*Acer rubrum*) (red maple), *A. barbatum* (Florida maple) twenty (20) inches in diameter or greater.
 - (9) Tupelo (*Nyssa sylvatica*) thirty (30) inches in diameter or greater.
 - (10) White ash (*Fraxinus americana*) thirty (30) inches in diameter or greater.
- (c) Champion and heritage trees shall be considered regulated trees in all areas of the city, and their removal shall be strongly discouraged.
- (d) Prior to removal of any tree, the owner shall give the city first right of refusal to relocate any/all heritage or champion trees, otherwise designated for removal by the applicant.
- (e) Any permission given for the removal of any heritage or champion tree that is healthy and that is not causing structural damage, whether this permission is through an approved development plan or through the issuance of a tree permit, will require replacement on a two-inch for one-inch (2:1) basis, measured per specifications of [section 27-445](#). Trees may be planted on-site or off-site or given to the city for planting on public property.
- (f) The removal, relocation or replacement of any champion or heritage trees shall be by community development board approval. The city council will approve the removal, relocation or replacement of any

heritage or champion tree when such removal, relocation or replacement is proposed as part of the subdivision approval process.

Sec. 27-452. - Unauthorized removal of or damage to regulated trees.

- (a) If a regulated tree, to include heritage or champion trees as defined in section 27-448, is removed without permit, or is altered or damaged such that the likelihood for disease or premature death is increased, the tree removal contractor and/or property owner shall pay a fine of one hundred dollars (\$100.00) per diameter inch of the trunk, measured at four and one-half (4½) feet above the ground. In the event that a tree has been completely removed from the site, the measurement will be taken as the diameter of the remaining stump. In the event that no portion of a stump remains, documents such as a tree survey, building plans, etc. may be used to determine the size of the regulated tree removed. All violations of section 27-452 shall be referred to the code enforcement board for disposition.
- (c) All fines imposed by the code enforcement board (special magistrate) for unauthorized removal or damage of regulated trees shall be paid to the City of Neptune Beach.

REQUESTED ORDER(S):

In Violation w/ fines
Pay Tree Mitigation Fee (\$55,000)

SUPPLEMENTARY INFORMATION:

Please see supplementary document packet to include exhibits:

- Ex A)** The Code of Ordinances of the Neptune Beach City Codes, Land Development Code; ARTICLE IX. TREE PROTECTION AND LANDSCAPING
- Ex B)** January 29, 2024 email from David Martin, including Arbor Star arborist report for six trees removed by ArborStar
- Ex C)** Arbor Star Arborist Report, Signed David Martin, ISA Certified Arborist
- Ex D)** February 2, 2024 email from Kurt Stein, including August 7, 2023 ArborStar arborist report for five trees
- Ex E)** March 13, 2024 email from Early Piety, Specialty Tree Surgeons, including Arborist Report regarding assessment of 1901 Forest Ave arborists reports from David Martin and ArborStar
- Ex F)** Specialty Tree Surgeons, including Arborist Report regarding assessment of 1901 Forest Ave arborists reports from David Martin and ArborStar, signed by Early Piety, ISA Certified Arborist
- Ex G)** April 3, 2024 City of Neptune Beach Code Enforcement Notice of Violation to Kurt W & Stephanie Tufts Stein, 1901 Forest Avenue, Neptune Beach, Florida 32266
- Ex H)** 1901 Forest Tree Mitigation Fee Table
- Ex I)** March 5, 2025 Paul Waters email re: 1901 Forest Case 2024004 NOTICE TO APPEAR AT SPECIAL MAGISTRATE HEARING
- Ex J)** 1901 Forest Case 2024004 NOTICE TO APPEAR AT SPECIAL MAGISTRATE HEARING, Signed Heather Whitmore, Director, Community Development Department
- Ex K)** March 5, 2025 Stephen R Smith Received email re: 1901 Forest Case 2024004 NOTICE TO APPEAR AT SPECIAL MAGISTRATE HEARING

Footnotes:

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Editor's note— Ordinance No. 2004-10, § 1, adopted October 4, 2004, amended article IX in its entirety to read as herein set out. Former article IX, §§ 27-441—27-457, pertained to similar provisions, and derived from Ord. No. 91-1-5, § 2, 5-6-91.

Sec. 27-441. - Reserved.

Sec. 27-442. - Purpose and intent.

The purpose of this article is to preserve and protect trees within the city; to provide minimum landscaping criteria; to ensure preservation of the existing native landscape; and to ensure quality landscape design, installation, and maintenance of new landscaping that will enhance the city's natural landscape. To this end, the subsequent sections are provided to achieve the following goals:

- (1) Improve the appearance of commercial, governmental, industrial and residential areas through incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment;
- (2) Preserve existing natural trees and vegetation. Discourage removal of any healthy, noninvasive trees and clear-cutting of wooded land;
- (3) Incorporate native plants, plant communities and ecosystems into landscape design where possible;
- (4) Maintain the existing natural character of the city through preservation of existing trees and vegetation;
- (5) Balance the existing landscape with new landscape additions that are complementary;
- (6) Provide landscape buffers to enhance transportation corridors, abate noise, minimize adverse impacts of adjacent differing land uses, and reduce surface heat of impervious surfaces;
- (7) Promote water and energy conservation through Xeriscape principles;
- (8) Reduce maintenance costs through preservation of existing landscape, and through appropriate and proper use of plant materials; and
- (9) Promote and support city-wide tree planting to enhance the city's designation as a Tree City U.S.A., by upholding the program's four (4) overarching standards:
 - Maintaining a tree board or department;
 - Having a community tree ordinance;
 - Spending at least two dollars (\$2.00) per capita on urban forestry; and

- Celebrating Arbor Day.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-443. - Applicability.

The terms and provisions of this article shall apply to all land uses within the city. Special provisions for single-family or two-family (duplex) lots are addressed in section 27-457 of this article.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-444. - Definitions.

Refer to article I for definitions.

(Ord. No. 2004-10, § 1, 10-4-04)

Sec. 27-445. - Permit required for tree removal or relocation.

No person shall directly or indirectly cut down, destroy, remove, move, or effectively destroy through damaging, or authorize the cutting down, destroying, removing, moving, or damaging of any and all living trees greater than six (6) inches or more in caliper or two (2) feet in circumference, whichever dimension is lesser, at a point four and one-half (4½) feet above ground level, without a tree permit. Trees which require such permit for removal or relocation shall hereinafter be called "regulated trees."

(1) Exceptions are as follows:

- a. No heritage or champion tree as defined in this article may be removed or relocated except as noted in section 27-448.
- b. Hazard trees which have been identified by an ISA certified arborist or Florida licensed landscape architect with up-to-date tree risk assessment qualification and which have been inspected and documented per ISA standards may be removed, relocated, replaced, trimmed, or pruned, without a tree permit or replacement trees. Removal or replacement shall only be permitted in this instance if the risk assessment documentation does not indicate any other practical mitigation alternatives, such as pruning, topping, bracing, or removal of the target. The city manager or designee shall review all risk assessment documentation to verify the conditions for removal prior to any action.
- c. Removal or relocation of regulated trees subject to development plan approval shall not require a separate tree permit in conjunction with the development plan. Plans for tree removal or relocation will be considered and either approved or denied as part of the development review process. After a certificate of occupancy has been issued for a

development, any tree removal shall require either a tree permit or an approved plan amendment. Failure to obtain a permit before removing or relocating a regulated tree shall be subject to the measures in section 27-452.

- d. Any tree that poses a danger to life safety, city infrastructure, or property, as verified by an ISA certified arborist or Florida licensed landscape architect with up-to-date tree risk assessment qualification, may be removed by order of the city manager or designee.
- e. Any tree species identified by an ISA certified arborist or Florida licensed landscape architect as a Category I or Category II invasive by the Florida Exotic Pest Plant Council shall be identified and removed from the property. No tree permit or replacement trees are needed for their removal.
- f. Replacement trees from the city's tree list, located in section 27-450 shall be required for any trees removed per section 27-447.

- (2) Removal of trees located in a buildable area or yard area where a structure or improvement is to be placed and for which a tree permit application has been filed may be approved by the city manager or designee, so long as it has been demonstrated by the property owner that the tree or trees unreasonably restrict the permitted use of the property and that no other building footprint and/or site configurations are possible without removal of said trees. Trees located in the front yard setback shall not be considered to be located within the buildable area or yard. Ingress and egress to the garages are not considered the buildable area or yard. Trees on the public right-of-way shall not be considered for removal as a result of restrictions to ingress or egress to garages or parking on the site, except if demonstrated that there is no other reasonable access to and from the property from the public right-of-way. An application for a tree permit must be filed, per the requirements of section 27-446. Replacement trees may be required for any trees removed.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2004-19, § I, 1-3-05; Ord. No. 2006-02, § 1, 3-6-06; Ord. No. 2006-12, § I, 7-10-06; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-446. - Permit application procedures.

The following procedures shall be followed and shall govern the granting of tree permits pursuant to this section:

- (1) *Application*. Permits for removal, relocation or alteration of trees shall be obtained by making application in a form prescribed by the city council to the following appropriate public bodies:
 - a. For removal or relocation of regulated trees not associated with a site plan approval of the community development board, an application shall be filed with the city manager's office, as described below.
 - b.

For pruning of six-inch or larger diameter limbs on regulated trees, a tree permit will be required. This provision relates to pruning or alteration only, and applies to any development.

- (2) *Submittals.* No permit fee shall be charged for authorized tree removal within the city. Each application for a tree permit to alter, remove, relocate, or replace trees covered herein shall be accompanied by a written statement indicating the reasons for the requested action, at least one (1) photograph for each tree designated for removal showing its current overall condition, and two (2) copies of a legible site plan drawn to the largest practical scale indicating the following:
- a. Location, species and size of all existing trees on the site, assigned with a unique identification number, and a proposed outcome (e.g., donated, retained, removed, or relocated).
 - b. Trees designated for on-site relocation shall clearly illustrate both the existing and proposed locations and shall identify likely means of access and method of relocation.
 - c. Champion and heritage trees, as defined in section 27-448, shall be identified as such on all submittals and any associated removal or replacement calculations shall be separate from all other trees and considered on a tree-by-tree basis. Size of tree shall be measured per section 27-445.
 - d. Location of all existing or proposed structures, improvements, and site uses, properly dimensioned in reference to property lines, setback and yard requirements in spatial relationship.
 - e. Location and dimension of all required landscape buffers or screening areas.
 - f. Proposed changes, if any, in site elevations, grades and major contours.
 - g. Location of existing or proposed utility service.
 - h. Applications involving developed properties may be based on drawings showing only that portion of the site directly involved and adjacent structures and vegetation.
 - i. For trees that are to be retained, each application should contain the extents of all tree protection boundaries on-site per section 27-449 and a statement of how these tree areas are to be protected during construction and landscape operations.
 - j. A statement that identifies replacement trees for any trees removed. Any regulated tree being removed that requires a tree permit, per section 27-445, shall be replaced with trees per the requirements of section 27-447.
 - k. Application review and permit issue. Upon receipt of proper application, the city manager or designee shall review the application, and may request more documentation before making a determination to either approve, approve with conditions, or deny the permit

within ten (10) working days of filing. This may include a field check of the site and referral of the application for recommendations to other appropriate administrative departments or agencies.

- (3) *Permit form.* Permits shall be issued by the city manager and may set forth in detail the conditions upon which the permit is granted. One (1) permit may cover several trees or groups of trees for one (1) parcel of land, or for multiple, contiguous parcels.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2006-02, § 2, 3-6-06; Ord. No. 2010-14, § 41, 9-7-10; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

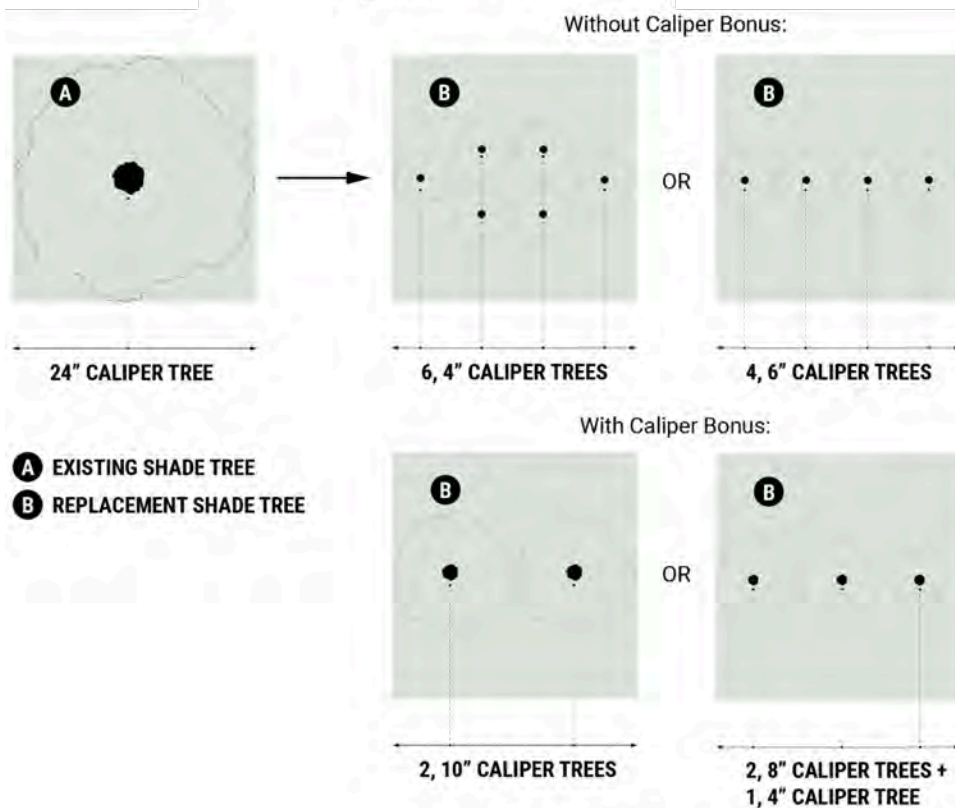
Sec. 27-447. - Standards for replacement or relocation.

(a) *Replacement or relocation.*

- (1) *Replacement.* In all cases wherein this Code shall require replacement of any tree removed, the replacement shall be made as defined in this section. In determining the required replacement of trees, the city manager or designee shall consider the intended use of the property, with an evaluation of the following:

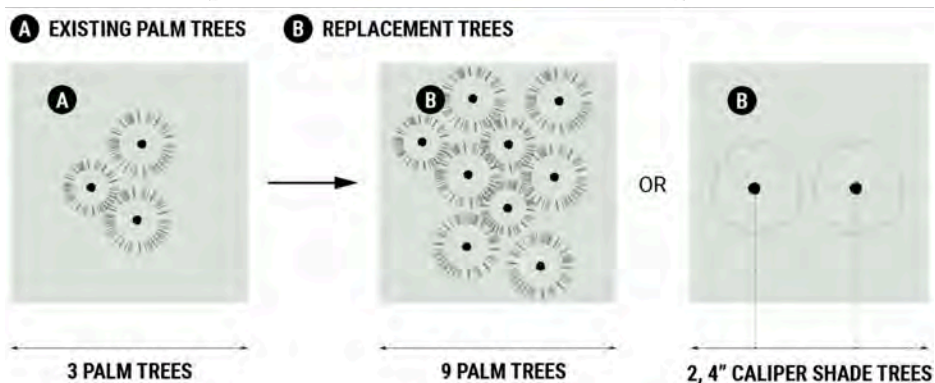
- a. *Size.* Replacement trees shall be a minimum of four-inch caliper with a height of at least ten (10) feet for shade trees, or eight (8) feet for ornamental and understory trees. All replacement trees shall be Florida Nursery Grade Number 1 or better. The property owner shall guarantee survival of replacement trees for one (1) year from the date of planting, barring any force majeure events.
- b. *Caliper bonus.* The use of larger diameter trees to accommodate the required replacement is strongly encouraged. Each additional inch of size provided, including and above eight-inch caliper shall be counted with a two-inch bonus (e.g., a ten-inch caliper replacement tree may be counted as a twelve-inch caliper replacement tree). The caliper bonus shall not apply to the replacement of heritage or champion trees.
- c. *Shade trees,* as defined by the city's approved tree list located in section 27-540, which are designated for removal, shall be replaced on an inch-for-inch (1:1) diameter basis with one (1) or more trees from the same shade tree portion of the city's tree list. The sum total of the calipers of the replacement trees must equal or surpass that of the removed tree or trees (e.g., a twenty-four-inch caliper oak designated for removal may be replaced by six (6), four-inch caliper shade trees or four (4), six-inch caliper shade trees, or utilizing the caliper bonus defined in this section, two (2), ten-inch caliper shade trees or two (2), eight-inch caliper and one (1), four-inch caliper shade trees). Caliper measurement shall be rounded up to the nearest inch.

Figure 27-447-1



- d. *Palm trees* of any species designated for removal may be replaced on a one-to-three (1:3) basis with palm species from the city's approved tree list located in [section 27-450](#) (e.g., three (3) palms designated for removal shall be replaced by a minimum of nine (9) palm trees). Palm trees designated for removal may also be replaced on a two-to-one (2:1) basis, rounding up to the next even number, with tree species from the shade tree portion of the city's approved tree list (e.g., five (5) palm trees designated for removal shall be rounded to six (6), requiring a minimum of three (3), four-inch caliper shade trees as replacement, or utilizing the caliper bonus defined in this section, one (1), ten-inch caliper shade tree).

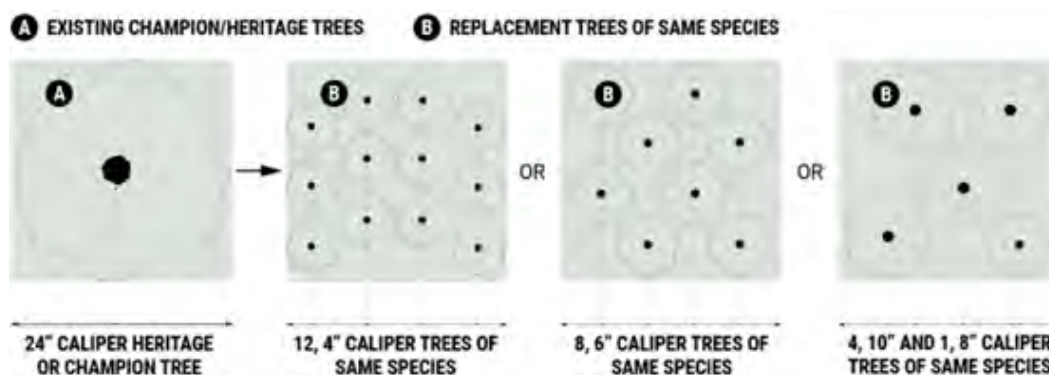
Figure 27-447-2



- e.

Understory and ornamental trees, as defined by the city's approved tree list, located in section 27-450, designated for removal, shall be replaced on an inch-to-inch (1:1) diameter basis, or equivalent measure, with tree species from the shade tree or understory and ornamental tree portions of the city's tree list. As with shade tree replacement (see Figure 27-447-1), the sum total of the calipers of the replacement trees must equal or surpass that of the removed understory/ornamental tree or trees (e.g., a twelve-inch caliper ornamental tree designated for removal shall require a minimum of three (3), four-inch caliper trees or two (2), six-inch caliper trees as replacement, or utilizing the caliper bonus defined in this section, one (1), ten-inch caliper tree). Caliper measurement shall be rounded up to the nearest inch.

- f. *Heritage or champion trees*, as defined in section 27-448, designated for removal shall be replaced on a one-inch for two-inch (1:2) diameter basis, with a tree or trees of the same species. The sum total of the calipers of the replacement trees must at least double that of the removed heritage or champion tree (e.g., a twenty-four-inch caliper bald cypress designated for removal shall require replacement bald cypress trees of a combined forty-eight-inch caliper, such as twelve (12), four-inch caliper trees; eight (8), six-inch caliper trees; six (6), eight-inch caliper trees; or four (4), twelve-inch caliper trees). Caliper measurement shall be rounded up to the nearest inch. The caliper bonus may not be used for the replacement of heritage or champion trees.



- g. Replacement may not be required for diseased trees being removed. Documentation of diseased trees shall accommodate all submittals as described in section 27-446.
- h. *Maintenance of replacement trees*. Replacement trees shall be maintained through appropriate watering, nutrients, and pruning to guarantee their survival and growth. The city manager or designee shall require any replacement trees that die within five (5) years of planting shall be replaced to meet the original requirements.
- (2) *Relocation*. Trees relocated within the site, shall be placed as close as possible to the original tree location, and shall not be relocated to interfere with the root systems or canopy of any champion or heritage tree. The relocation of palm trees into clusters of the same species is encouraged. All relocated trees shall be warrantied for a period of five (5) years and kept in good health. Replacement of relocated trees, should they not survive the warranty period, shall be replaced at a one-to-one (1:1) ratio.

- (b) *Alternatives to on-site replacement.* If upon evaluation of these conditions, it is determined by the city manager or his designee that the applicant's site may not best be suited for the location of some or all of the required replacement trees, the city manager may allow the applicant to contribute to the city's tree fund per section 27-458.
- (c) *Off-site tree replacement locations.* Staff will evaluate locations for tree replacement out of the tree fund, section 27-458, based on location and type of tree to be planted.
- (d) *Credit for existing trees.* Existing vegetation may be credited for landscape materials required by this section. Such vegetation shall meet the minimum specifications for new landscape material and be located within the area for which credit is requested.
 - (1) Credit for trees shall be granted at an inch-for-inch basis. No credit shall be granted where existing vegetation does not satisfy screening purposes, serve necessary functions or meet minimum planting standards, as defined in this Code.
 - (2) The city may grant credit for existing trees which are defined as heritage or champion trees in this Code at a two-inch for one-inch (2:1) basis. This provision shall be reviewed on a case-by-case basis depending on surrounding existing vegetation, and the age, health, type, size and location of the specimen tree. If the tree dies, the developer or property owner shall be required to install a replacement tree as required in this section.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-448. - Champion and heritage trees.

- (a) *Champion trees* are those trees that have been identified by the state division of forestry as being the largest of their species within the state or by the American Forestry Association as the largest of their species in the U.S. The current list of champion trees in the city and the county which have been identified is on file in the department of planning and development.
- (b) *Heritage trees.* The following species are heritage trees:
 - (1) Bald cypress (*Taxodium distichum*) twenty (20) inches in diameter or greater.
 - (2) Cedar (*Juniperus silicicola*) (Southern red cedar), *J. virginiana* (Eastern red cedar) twenty (20) inches in diameter or greater.
 - (3) Elm (*Ulmus alata*) (winged elm), *Ulmus american floridana* (Florida elm) thirty (30) inches in diameter or greater.
 - (4) Heritage oaks (*Quercus alba* (white oak), *Q. austrina* (bluff oak), *Q. geminata* (sand live oak), *Q. prinus* (swamp chestnut or basket oak), *Q. virginiana* (live oak)) thirty (30) inches in diameter or greater.
 - (5) Hickory (*Carya illinoensis*) (pecan), *C. tomentosa* (mockernut), *C. glabra* (pignut hickory) thirty (30) inches in diameter or greater.
 - (6) Loblolly bay (*Gordonia lasianthus*) twenty (20) inches in diameter or greater.

- (7) Magnolia (*Magnolia grandiflora*) (Southern magnolia), *Magnolia virginiana* (sweetbay magnolia) twenty (20) inches in diameter or greater.
- (8) Maples (*Acer rubrum*) (red maple), *A. barbatum* (Florida maple) twenty (20) inches in diameter or greater.
- (9) Tupelo (*Nyssa sylvatica*) thirty (30) inches in diameter or greater.
- (10) White ash (*Fraxinus americana*) thirty (30) inches in diameter or greater.
- (c) Champion and heritage trees shall be considered regulated trees in all areas of the city, and their removal shall be strongly discouraged.
- (d) Prior to removal of any tree, the owner shall give the city first right of refusal to relocate any/all heritage or champion trees, otherwise designated for removal by the applicant.
- (e) Any permission given for the removal of any heritage or champion tree that is healthy and that is not causing structural damage, whether this permission is through an approved development plan or through the issuance of a tree permit, will require replacement on a two-inch for one-inch (2:1) basis, measured per specifications of section 27-445. Trees may be planted on-site or off-site or given to the city for planting on public property.
- (f) The removal, relocation or replacement of any champion or heritage trees shall be by community development board approval. The city council will approve the removal, relocation or replacement of any heritage or champion tree when such removal, relocation or replacement is proposed as part of the subdivision approval process.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2006-02, § 3, 3-6-06; Ord. No. 2010-14, § 42, 9-7-10; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-449. - Tree preservation during development and construction.

- (a) *Barriers required.* During construction, protective barriers shall be placed, as necessary, to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be replaced before issuance of a certificate of occupancy or use, if such certificate is required, unless approval for their removal has been granted under permit. The city manager or designee shall determine what trees, if any, require protection or replacement.
- (b) *Barriers.* All regulated trees not designated for removal shall be required by the terms of the permit to be protected by barriers erected prior to construction of any structures, road, utility service or other improvements.
- (c) *[Encroachment prevention.]* Such barriers shall be plainly visible and shall create a continuous boundary in order to prevent encroachment by machinery, vehicles or the storage of materials. Protective posts of nominal two (2) inches by four (4) inches or larger wooden posts, two (2)

inches outer diameter or larger pipe, or other post material of equivalent size and strength shall be implanted deep enough in the ground to be stable with at least three (3) feet of the post visible above the ground.

- (d) *Drip line.* Barriers shall be placed at the drip line, though never less than ten (10) feet from the trunk of a protected tree unless approved by an arborist and the city manager or designee, for all trees determined to remain and for relocated trees, both before and after relocation. Barriers for champion and heritage trees shall extend to one and one-half (1.5) times the extents of the drip line.
- (1) In cases where complying with the above placement of barriers is found to unduly restrict development of the property, the city manager or designee may approve alternative methods of protection.
- (2) No grade changes shall be made within the protective barrier zones without prior approval of the city manager or designee. Where roots greater than one (1) inch in diameter are damaged or exposed, they shall be cut cleanly and recovered with soil.
- (3) Protective barriers shall remain in place and intact until such time as landscape operations begin or construction needs dictate a temporary removal that will not harm the tree.
- (4) Landscape preparation in the protected area shall be limited to shallow discing of the area. Discing shall be limited to a depth of two (2) inches unless specifically approved otherwise by the city manager or designee, the community development board the city council as applicable.
- (5) No building materials, machinery or harmful chemicals shall be placed within protective barriers, except short-duration placements of fill soil that will not harm the tree. Such short-duration placements shall not exceed thirty (30) days.
- (6) The standards established in the American National Standard for Tree Care Operations (ANSI A300), Part 5, "Management of Trees and Shrubs During Site Planning, Site Development, and Construction," as published by the Tree Care Industry Association, the standards of the National Arborist Association, or other nationally recognized arboricultural standards approved by the city manager or designee shall be used as guidelines for tree protection, planting, pruning and care.
- (7) Attachments to trees prohibited. No attachments or wires other than those of a protective and nondamaging nature shall be attached to any tree.
- (8) Any/all measures shall be taken to avoid soil compaction impacting protected trees for the duration of construction. In cases where the temporary removal of a barrier may be necessary, a sufficient layer of mulch or similar materials shall be placed so as to prevent soil compaction.
- (9)

Inspections. The city manager or designee shall conduct periodic inspections of the site before work begins and/or during clearing, construction and/or post-construction phases of development in order to ensure compliance with these regulations and the intent of this section.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 43, 9-7-10; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-450. - Approved tree list.

- (a) *City tree list.* Replacement trees, as required per section 27-447 shall be selected from the following list. This list was generated based on species hardiness, disease- and pest-resistance, availability and size variance. It is not the intent to unreasonably limit the selection of replacements. Therefore, replacement trees not included on the city's tree list but suggested by the applicant may be considered, and approved or denied, during the tree permit application process.

Table 27-449.1. City of Neptune Beach Approved Tree List

SHADE TREES	
Common Name	Botanical Name
Ash, Green	Fraxinus pennsylvanica
Ash, Water	Fraxinus caroliniana
Birch River	Betula nigra
Bay, Loblolly	Gordonia lasianthus
Cedar Red	Juniperus virginiana
Cypress, Bald	Taxodium distichum
Cypress, Leyland	Cypressocyparis leylandii
Dogwood Flowering	Cornus Florida
Eastern Redbud	Cercis canadensis
Elm, Florida	Ulmus americana

Fringetree	<i>Chionanthus virginicus</i>
Gumbo-Limbo	<i>Bursera simaruba</i>
Hickory, Pecan	<i>Carya</i> spp
Holly	<i>Ilex opaca</i>
Holly, Yaupon	<i>Ilex vomitoria</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
Maple, Red	<i>Acer rubrum</i>
Maple, Florida	<i>Acer saccharum</i> subsp. <i>floridanum</i>
Oak, Laurel	<i>Quercus laurifolia</i>
Oak, Live	<i>Quercus virginiana</i>
Oak, Shumard Red	<i>Quercus shumardii</i>
Oak, Turkey	<i>Quercus laevis</i>
Pine, Loblolly	<i>Pinus taeda</i>
Pine, Long-leaf	<i>Pinus palustris</i>
Pine, Pond	<i>Pinus serotina</i>
Pine, Slash	<i>Pinus elliottii</i>
Pine, Sand	<i>Pinus clausa</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
Sweetbay Magnolia	<i>Magnolia virginiana</i>

Sweetgum	Liquidambar styraciflua
Sparkleberry	Vaccinium arboreum
Sycamore	Platanus occidentalis

PALM TREES	
Common Name	Botanical Name
Palm, Cabbage	Sabal palmetto
Palm, Canary Island Date	Phoenix canariensis
Palm, European Fan	Chamerops humilis
Palm, Pindo	Butia capitata
Palm, Washington	Washingtonia robusta
Palm, Windmill	Trachycarpus fortunei

UNDERSTORY OR ORNAMENTAL TREES	
Common Name	Botanical Name
Cedar, Red	Juniperus virginiana
Crape Myrtle	Lagerstroemia indica
Elm, Winged	Ulmus alata
Flatwoods Plum	Prunus umbellata

Hickory, Pecan	Carya spp.
Holly, American	Ilex opaca
Holly, Dahoon	Ilex cassine
Holly, East Palatka	Ilex attenuata
Holly, Yaupon	Ilex vomitoria
Jerusalem Thorn	Parkinsonia aculeata
Loquat, Japanese Plum	Eriobotrya japonica
Oak, Myrtle	Quercus myrtifolia
Oak, Sand Live	Quercus geminata
Oleander	Nerium oleander
Olive	Olea europaea
Pawpaw	Asimina spp.
Podocarpus, Yew	Podocarpus macrophyllus
Privet, Glossy	Ligustrum lucidum
Privet, Japanese	Ligustrum japonicum
Redbud	Cercis canadensis
Wax Myrtle	Myrica cerifera

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-451. - Regulations pertaining to utility companies.

- (a) In the event any electric, water, telephone, or other public utility firm or corporation plans to extend, maintain, or relocate service such that any tree on any unimproved lot or tract will be removed, said utility shall make application for a tree permit as described in section 27-446. Any public utility wishing to prune trees on a right-of-way shall notify the city manager in writing one (1) week in advance of the time and place these pruning activities will take place. The city manager or designee shall supervise these activities as necessary and shall have the authority to regulate or halt such pruning when these actions are deemed detrimental to the trees or beyond that needed to insure continued utility service.
- (b) A utility company shall not remove or alter any trees at a distance greater than five (5) feet from the utility pole, structure or conductor within the city without a permit having first been obtained.
- (c) The city shall observe the requirements of this section.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-452. - Unauthorized removal of or damage to regulated trees.

- (a) If a regulated tree, to include heritage or champion trees as defined in section 27-448, is removed without permit, or is altered or damaged such that the likelihood for disease or premature death is increased, the tree removal contractor and/or property owner shall pay a fine of twice the tree fund fee, as established in section 27-458, per diameter inch of the trunk, measured at four and one-half (4½) feet above the ground. In the event that a tree has been completely removed from the site, the measurement will be taken as the diameter of the remaining stump. In the event that no portion of a stump remains, documents such as a tree survey, building plans, etc., may be used to determine the size of the regulated tree removed. All violations of section 27-452 shall be referred to the code enforcement board for disposition.
- (b) Clear-cutting of land is prohibited. If any parcel of land is clear cut without a tree removal permit, the tree removal contractor and/or property owner shall be subject to enforcement in accordance with article VII of chapter 2 of this Code and fined a minimum of five thousand dollars (\$5,000.00).
- (c) All fines imposed through the code enforcement process in article VII of chapter 2 for unauthorized removal or damage of regulated trees shall be paid to the City of Neptune Beach. All fines collected shall be deposited into the city's tree mitigation fund.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2006-02, § 4, 3-6-06; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-453. - Procedure for appeal.

- (a) Any denial of a tree permit by the city staff of this article may be appealed within thirty (30) days of said decision to the community development board for final disposition as specified in section 27-133. The community development board through competent testimony may, in their

discretion, affirm, overturn, or modify any decision made in the administration of this article.

(b) Appeals of the enforcement of this article shall be made as provided for in section 27-445.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2006-02, § 5, 3-6-06; Ord. No. 2010-14, § 44, 9-7-10; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-454. - Violation; denial of permits, certificates.

No building permits shall be issued on lands where violations of this article are determined to exist, including payment of all fines levied for violations, or appropriate remedial action as agreed to by the city manager or designee and completed by the owner of the land. A certificate of occupancy shall not be issued for any construction until all applicable remedies have been accomplished.

(Ord. No. 2004-10, § 1, 10-4-04)

Sec. 27-455. - Minimum landscape requirements.

- (a) *Requirements* of these sections do not exempt property owners from compliance with any other section of this article.
- (b) *Minimum percentage of developed area devoted to landscaping.* Property shall be designed, constructed and used so that the total of the areas devoted to landscape materials of any site is at least twenty (20) percent of the gross area of each parcel.
- (c) For property within the central business district, all portions of a site that are not otherwise covered by structures or pavement shall be landscaped. Because the landscaped areas are minimal within the CBD, the use of more dense plant materials is required. Landscape materials for sites within the CBD shall include trees, shrubs, vines and groundcovers. Therefore, sod shall not be used as a landscape material in the CBD.
- (d) Landscape and/or planting plans for all nonresidential developments shall be prepared by a landscape architect registered in the State of Florida.
- (e) *Minimum requirements for landscaped areas.* All development except individual, single-family and two-family (duplex) residential lots shall meet the requirements of these sections. See section 27-457 for specific requirements for individual, single-family and duplex residential lots. However, all other development shall comply with the following:
 - (1)

An automatic irrigation system shall be supplied for all newly landscaped areas. System shall include a pressure vacuum breaker-type backflow preventer, rain sensor, electric timer and valves, and sprinkler heads, and all pipe and materials necessary for a fully functioning system. The design of the irrigation system shall promote water conservation through methods such as efficient zoning of heads and/or micro-irrigation. The irrigation system shall be designed and located to minimize the watering of impervious surfaces. Irrigation shall not be required for existing natural vegetation areas.

- (2) Plants shall be sized such that, within three (3) years of the time of planting, at least half of the required landscaped development shall be devoted to living plants. Remaining landscape areas shall be mulched with organic materials.
 - (3) When a landscaped area is adjacent to or within a vehicular use area, curbing shall be used to protect landscaped areas from encroachment. Parking spaces shall be designed to provide pervious surface for the vehicle overhang area.
 - (4) Shrubs and trees shall be placed away from the wheel stop, so that they will not be encroached upon by vehicles. In lieu of curbing, the alternative means of preventing encroachment shall be shown on the site plan.
 - (5) All required trees shall be selected from the shade tree section of the city tree list in section 27-450. In order to encourage plant diversity, no more than fifty (50) percent of the selected trees for one (1) plan shall be from the same genus.
 - (6) Any landscaped area adjacent to an intersection or driveway shall conform to the requirements for the vision triangle, as defined in article I.
 - (7) Where gravel is used as landscaping groundcover, a concrete, stone paver, or similar barrier must be used to contain the gravel and keep it from entering streets, drains, culverts, and any other transportation and stormwater system.
- (f) *Ocean-front lots.* Oceanfront lots of any type shall be landscaped with salt-tolerant plant material only.
- (g) *Exemptions.*
- (1) All parking garages shall be exempt from this section, pertaining to landscaping requirements for vehicular use areas; however, vehicles shall be screened from adjacent properties and public rights-of-way through the use of opaque materials at ground level.
 - (2) Parking lots under lease. The area of any lot under lease which contains required parking spaces for any use shall comply with the provisions of this section as a precondition to the issuance of any development order issued in connection with such lot for such use.
- (h) *Minimum submittal criteria.*
- (1) All planting plans shall be drawn to scale and have a north arrow, and shall accurately depict all buildings, pavement, on-site facilities, utilities and lighting systems. The landscape drawing or accompanying development plan must give the permitted use of adjacent parcels and the

total square footage of all pavement on-site.

- (2) A plant schedule shall be provided showing the botanical name, size, spacing and number of all required plant materials. During construction, any tree or shrub may be substituted for the identified plant, provided that the shrub is adaptable to the amount of sun/shade, wet/dry and size conditions where it will be planted, and insofar as the provisions for diversity described in this article and all required tree replacement calculations are met. The use of additional plant material beyond the minimum required is strongly encouraged. However, plant materials shown that are additional to the required materials shall not be subject to inspection, and should be identified on the planting plans as "supplementary."
- (3) A tree table shall be provided showing the calculated requirements for trees to be planted, including all information as required for submittals per section 27-446.
- (i) *Design principles and standards.* All landscaped areas required by this article shall conform to the following general guidelines:
 - (1) The preservation of native trees and shrubs is strongly encouraged to maintain healthy, varied and energy-efficient vegetation throughout the city, and to maintain habitat for native wildlife species.
 - (2) The planting plans should integrate the elements of the proposed development with existing topography, hydrology and soils in order to prevent adverse impacts such as sedimentation of surface waters, erosion and dust.
 - (3) The functional elements of the development plan, particularly the drainage systems and internal circulation systems for vehicles and pedestrians, should be integrated into the planting plan. The landscaped areas should be integrated, to promote the continuity of on-site and off-site open space and greenway systems, and to enhance environmental features.
 - (4) The selection and placement of landscaping materials should maximize the conservation of energy through shading of buildings, streets, pedestrian ways, bikeways and parking areas. The use of wind for ventilation and the effect on existing or future solar access shall be considered.
 - (5) Landscaping design should consider the aesthetic and functional aspects of vegetation, both when initially installed and when the vegetation has reached maturity. Newly installed plants should be placed at intervals appropriate to the size of the plant at maturity, and the design should use short-term and long-term elements to satisfy the general design principles of this section over time.
 - (6) The natural and visual environment should be enhanced through the use of materials which achieve a variety with respect to seasonal changes, species of living material selected, textures, colors and size at maturity.
 - (7)

The placement of trees around buildings should permit access to the building by emergency vehicles.

- (j) The installation of invasive nonnative Category 1 and Category 2 species as defined by the Florida Department of Agriculture and Consumer Services (FDACS) and Florida Exotic Pest Plan Council (FLEPPC) is prohibited.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2006-02, § 6, 3-6-06; Ord. No. 2011-19, § 1, 10-10-11; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-456. - Landscaping buffers.

- (a) *Generally.* This section provides landscaping methods which are intended to set minimum requirements for the landscaping of vehicular use areas and certain perimeter areas abutting public rights-of-way within commercial zoning districts and between zoning classifications. Vehicular use areas and retention ponds may not be located within landscape buffers, though swales may be permitted within landscape buffers on a case-by-case basis. These requirements are illustrated in Figures 27-456-1 and 27-456-2 and are described herein as follows.
- (b) *Size.* Measurement of all landscape buffers shall be from the property line and shall extend along the entire length of the property line abutting the right-of-way.
 - (1) Vehicular use areas shall be separated by a landscaped buffer area, a minimum of ten (10) feet in width, from any boundary of the property on which the vehicular use area is located.
 - (2) Vehicular use areas abutting residential-zoned property shall be separated by a landscape buffer area of fifteen (15) feet in width.
- (c) *Intrusions.* Landscape buffer areas may only be altered or intruded upon for the following purposes and any such alterations or intrusions shall be in compliance with an approved development site plan:
 - (1) Ingress and egress to vehicular use areas, drive aisles, and loading areas, per lot standards and allowable curb cuts defined in sections 27-235 and 27-243;
 - (2) Pedestrian walkways or access to buildings and structures as necessary;
 - (3) Bicycle and/or other transportation infrastructure;
 - (4) Installation of stormwater, drainage, or utility improvements as necessary;
 - (5) Grading or retention as necessary;
 - (6) Selective clearing for visibility of freestanding signs;
 - (7) The regular pruning of trees to provide clear trunk and visibility as required by the Florida Department of Transportation;
 - (8) The installation of tree protection barriers as defined in this section;
 - (9) The regular removal of dead materials and debris;
 - (10) The installation of additional landscape materials required by this Code; or

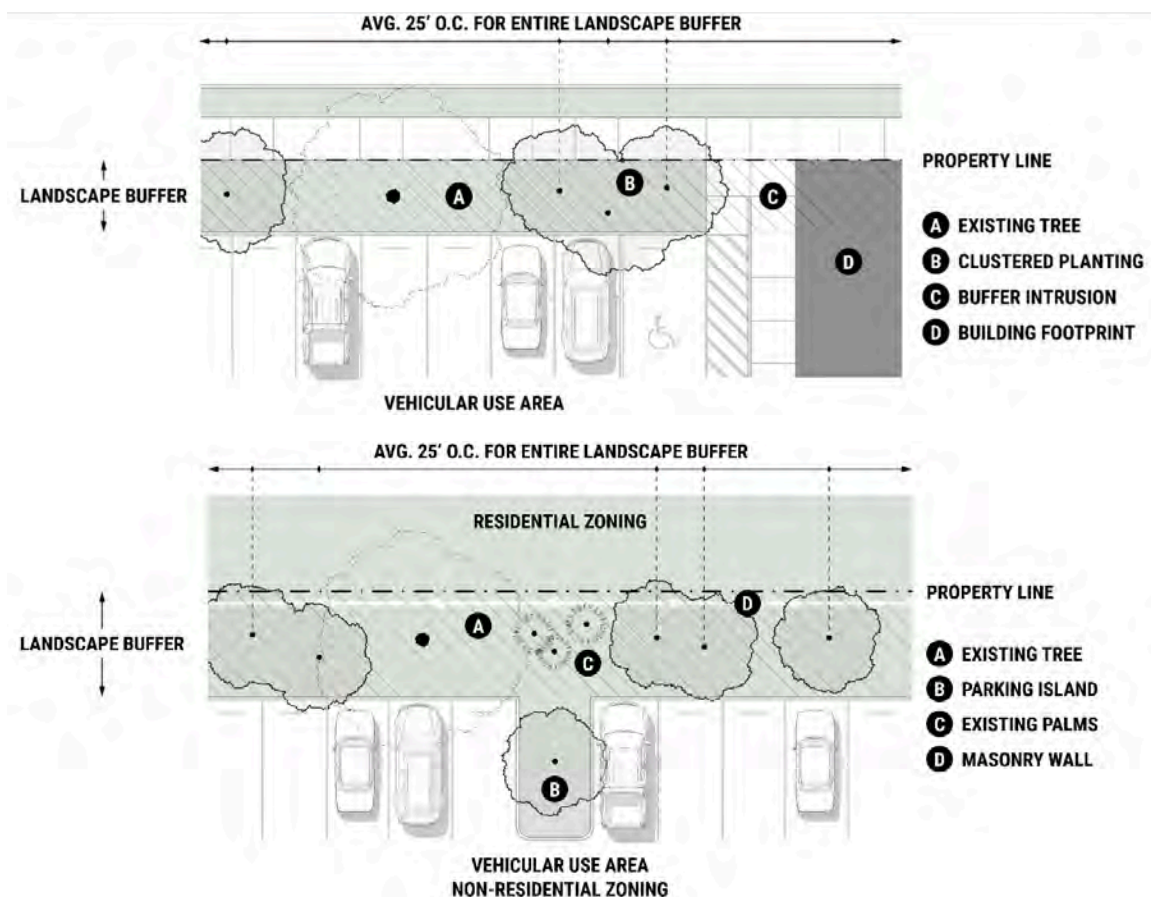
- (11) A clear path of three (3) feet through vegetative buffers shall be maintained to allow for a fire department connection.
- (d) *Exceptions.* A landscape buffer area is not required:
- (1) For property located within the city's central business district (CBD);
 - (2) For front and side setbacks less than or equal to ten (10) feet. In these cases, only rear lot lines shall adhere to any requirements defined in this section;
 - (3) For side lot lines wherein, a residential lot is adjoined to another residential lot;
 - (4) When the paved ground surface area is completely screened from adjacent properties or public rights-of-way by intervening buildings or structures;
 - (5) When an agreement to operate abutting properties as essentially one (1) contiguous parking facility is in force. The agreement shall be executed by the owners of the abutting properties, and shall bind their successors, heirs, and assigns. Prior to the issuance of any building permit for any site having such a contiguous parking facility, the agreement shall be recorded in the public records of the county; or
 - (6) When the required landscape buffer area would conflict with utility installations, and such conflicts cannot be resolved, such areas may be planted with shrubs and such understory trees as may be acceptable to the utility.
- (e) *Modification of requirements.* The community development board or staff, when only staff review is required, may determine that:
- (1) Screening is better achieved by relocation of the landscape buffer area;
 - (2) There is an unresolvable conflict between other element(s) of the development plan and the location, width or height of the landscape buffer area, and that the public interest is therefore best served by relocation of the landscape buffer area, lowering the height of required material or the substitution of a solid fence or wall in conjunction with a reduction in width; or
 - (3) That the screening would only serve to emphasize a long driveway that would otherwise be unobtrusive.
- (f) *Planting.* A landscape buffer area shall contain:
- (1) *Trees.* Landscape buffer areas shall include a calculated average of one (1) shade tree, as defined in the city's approved tree list, located in section 27-450, and sized as defined in section 27-447, for every fifteen (15) linear feet of frontage. The average spacing for proposed tree plantings shall be measured sequentially from tree-to-tree and the following conditions shall be considered while measuring:
 - a. Clusters of no less than three (3) shade trees shall occur at all intrusions, as defined in this section, into the landscape buffer.
 - b.

Existing trees retained within the landscape buffer area, including champion and heritage trees shall be exempt from this calculation.

- c. Palms, understory, and ornamental trees of any species, as defined in the city's approved tree list, located in section 27-540 shall be exempt from this calculation except for when the use of shade trees is prohibited under overhead utilities.
 - d. Trees proposed within landscape buffer areas may be counted towards the required tree replacement total as defined in section 27-447.
 - e. Ornamental shrubs, native privacy plants, or other non-invasive landscape hedging shall be used between the required tree plantings, except that a five-foot gap may be permitted for intrusions.
- (2) *Visibility*. In addition to trees, a landscape buffer area shall contain an opaque screen composed of either plant materials, or a combination of plant materials and masonry walls.
- a. For the screening of vehicular use areas, landscape buffers shall be comprised of landscape materials, including hedges, shrubs, and groundcover plantings and shall be arranged to provide a visual screen of seventy-five (75) percent opacity and achieve a height of at least three (3) feet within three (3) years.
 - b. For the screening of vehicular use areas from residential zoned property, landscape buffers shall be comprised of landscape materials, including hedges, shrubs, and groundcover plantings and shall be a visual screen of seventy-five (75) percent opacity and achieve a height of at least six (6) feet within twenty-four (24) months of planting.
 - c. A six-foot masonry wall may be used as a buffer. However, trees, ornamental shrubs, or other plantings shall be used to minimize the harsh aesthetic of the wall.
 - d. The community development board, during development plan review, may determine that natural vegetation is sufficient to screen adjacent properties and rights-of-way. In such instance the existing vegetation, including understory plants and bushes, is protected from pruning and removal, except that diseased plant material and invasive nonnative species may be replaced in accordance with this section. Where encroachments are made for utility connections, replacement plants appropriate to the ecosystem shall be required.
- (3) *Interior requirements*. Interior areas required to be landscaped include terminal parking islands, interior islands, divider medians, and islands at T-intersections.
- a. The placement of landscaped areas throughout the interior of the paved area shall be one (1) interior landscaped island for each ten (10) parking spaces, with a terminal island at each end of five (5) or more contiguous parking spaces. At no time shall a row of parking have landscape areas greater than one hundred thirty-five (135) feet apart or closer than thirty-five (35) feet. Standards for minimum landscape islands are included in article IV.

- b. *Terminal islands:* One (1) shade tree per three hundred (300) square feet of interior landscape area, minimum one (1) shade tree per terminal island area. Shrubs or groundcovers shall be planted to cover thirty-five (35) percent of terminal islands, with a two-foot strip of mulch or sod adjacent to parking spaces, and a three-foot strip of mulch or sod adjacent to access drives.
- c. *Interior islands:* One (1) shade tree per three hundred (300) square feet of interior landscape area, minimum one (1) shade tree per interior island area.
- d. *Divider medians:* One (1) shade tree per thirty (30) linear feet of divider median, or fraction thereof. A continuous shrub hedge shall be planted in all divider medians that separate parking from access drives.
- e. The community development board, or city council and city manager or designee, through development plan review, may allow the relocation of such landscape areas to preserve existing trees, or where it is determined, upon review and recommendation of the city manager's designee, that the relocation is necessary for the safe maneuvering of vehicles or pedestrians.

Figure 27-456-1 – Landscape buffer example diagrams



(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 45, 9-7-10; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Editor's note— Ord. No. 2022-03, § 1(Exh. A), adopted Aug. 1, 2022, deleted former § 27-456 entitled "Credit for existing vegetation," which derived from Ord. No. 2004-10, § 1, adopted Oct. 4, 2004, and further amended the Code by renumbering existing §§ 27-457 and 27-458 as §§ 27-456 and 27-457 as herein set out.

Sec. 27-457. - Residential landscape requirements.

- (a) One (1) shade tree shall be planted or preserved for every three thousand (3,000) square feet of a residential lot or fraction thereof. No more than ten (10) new trees shall be required to be planted on any residential lot that is to be developed for one (1) single-family dwelling or one (1) two-family (duplex) residential structure as a result of this provision.
- (b) One (1) street tree from the shade tree portion of the city's approved tree list, located in section 27-450, shall be planted within five (5) feet of the public right-of-way for every forty-five (45) linear feet of street. In residential subdivisions, where property on one (1) side of the right-of-way is not owned by the subdivider, such street trees shall be planted alternately on either side of the street. Street trees planted or preserved per this requirement shall not count towards the overall shade tree requirement.
- (c) All required trees shall be selected from the city tree list in section 27-450.
- (d) Landscaping of the City of Neptune Beach street ends terminating at the Atlantic Ocean and at the intracoastal waterway that, by its location or characteristics of growth, creates the image of private property or has the effect of appropriating public property for private use shall be prohibited. Except at beach access points, voluntary care of the street ends rights-of-way to include a minimum level of landscaping and beautification for the public benefit may be approved by the city manager upon submission of a right-of-way permit application. Landscaping shall be limited to a maximum of three (3) feet.
- (e) Where gravel is used as landscaping groundcover, a concrete, stone paver, or similar barrier must be used to contain the gravel and keep it from entering streets, drains, culverts, and any other transportation and stormwater system.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2005-06, § 1, 5-2-05; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Sec. 27-458. - Tree conservation and trust fund.

- (a) *Establishment of trust fund.* The city council hereby recognizes the establishment of the tree conservation trust fund ("tree fund") for the purposes of accepting and disbursing monies paid to the city as part of tree mitigation and any other funds deposited with the city for the purpose of tree and vegetation conservation and protection. This fund shall be used solely for the planting of trees, the protection and conservation of existing trees where appropriate, or the re-

establishment of vegetative resources in the city and any other ancillary costs associated with such activities, provided that such ancillary costs shall not exceed twenty (20) percent of the cost of the particular project.

(b) *Terms of existence.* The tree fund shall be self-perpetuating from year to year unless specifically terminated by the city council.

(c) *Tree fund assets.* All funds received shall be placed in trust for and inure to the public use and environmental benefit of the city.

(d) *Tree fund administration.*

(1) Trust funds shall be used only for the purposes designated by the city in accordance with the intent of this chapter.

(2) All mitigation funds collected pursuant to this chapter shall be deposited in the tree fund, which shall be a separate account established and maintained apart from the general revenue fund of the city.

(3) The city manager will bring plans for the use of the tree fund expenditures to council for approval.

(e) *Disbursal of tree conservation trust fund assets.*

(1) Expenditures for projects funded by the tree conservation trust fund shall be made in accordance with the established purchasing procedures of the city.

(2) Priority shall be given to the use of funds for projects that plant or replace trees or vegetation along public rights-of-way or on properties and lands in public use that will provide needed shade, aesthetic enhancement or the re-establishment of tree canopy in neighborhoods and along public roadways.

(f) *Triggers and controlling provisions of the Code.*

(1) For purposes of triggering any fund payment pursuant to this section, subsections 27-447(b) and 27-448(d) shall be controlling.

(2) The applicant shall have the option of either:

a. Replacing the removed tree pursuant to subsections 27-447(b) and 27-448(d);

b. Paying the entire balance owed to the trust fund pursuant to subsection (3) below.

(3) The applicant shall pay a sum equal to one hundred eighty-five dollars (\$185.00) per caliper inch of trees(s) removed to offset or mitigate the removal of a qualifying tree or when replacement trees are deemed unsuitable for the site per subsection 27-447(b). The one hundred eighty-five-dollar (\$185.00) rate shall be reviewed annually by city staff to determine that it is a sufficient amount to fully account and mitigate for the removal of qualifying trees.

(4)

The applicant shall pay a sum equal to one hundred eighty-five dollars (\$185.00) per caliper inch of tree(s) when replacement trees are determined not to be suited for the location of the site per subsection 27-447(b).

(Ord. No. 2016-05, § 1, 6-6-16; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

Editor's note— Ord. No. 2022-03, § 1(Exh. A), adopted Aug. 1, 2022, deleted former § 27-459 entitled "Landscape buffers," which derived from Ord. No. 2004-10, § 1, adopted Oct. 4, 2004, and further amended the Code by renumbering existing § 27-460 as § 27-458 as herein set out above.

Secs. 27-459—27-470. - Reserved.

From: [Piper Turner](#)
To: [David Martin](#)
Cc: [John Ruley](#); [Heather Whitmore](#)
Subject: RE: Arborist Report
Date: Tuesday, January 30, 2024 10:12:05 AM
Attachments: [CamScanner 01-29-2024 19.38.pdf](#)

Mr. Martin,

Thank you for letting me know what happened. I will follow up with the Code Enforcement Officer concerning your request to replant two live oak trees on the property in lieu of any fines being assessed. Once a determination has been made, I will reach out to you again. Piper

From: David Martin <arborstarjax@gmail.com>
Sent: Monday, January 29, 2024 7:46 PM
To: Piper Turner <piperturner@nbfl.us>
Subject: Arborist Report

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

Hello Mrs Piper, I have recently taken 3 weeks off when I found out this afternoon that United Land Services, one of the companies I consult, for cut down some trees at a NB residence without proper permitting.

I have prepared an arborist report and I am hoping we can have any fines lifted. I have talked with the new sales person and he understands the bylaws now and agrees to contact me to go through proper channels before they cut trees down in your jurisdiction. I have also been in contact with the homeowner who is going to be doing some replanting.

Thank you,

- David Martin



ArborStar

Tree Management Consulting

To Whom it May Concern,

I am writing this letter to bring to your attention the unauthorized removal of six trees located at 1901 Forest Ave in Neptune Beach. I understand that the removal of these trees was carried out without obtaining the necessary permit from the city.

I have received information from the homeowner, the salesperson and the crew involved in the tree removal, and based on their reports, the decision to remove these trees was justified due to various reasons. However, I fully acknowledge that the removal should have been preceded by obtaining the required permit and conducting a formal arborist report, for which I sincerely apologize.

Below, I present a brief summary of the reasons cited as well as visual inspections from the stumps and roots for the removal of each tree:

1. Pignut Hickory (*Carya glabra*) - 26" DBH:

- Large cavity encompassing over 35% of the root crown
- Heavy tip dieback
- Large limbs encroaching on power lines and house drop

2. Water Oak (*Quercus nigra*) - 26" DBH:

- Heavy tip dieback
- Large limbs encroaching on power lines and house drop

- Previous limb failure greater than 6" in diameter

3. Live Oak (*Quercus virginiana*) - 14" DBH:

- Limb dieback
- Root plate beginning to lift the pavers in the firepit area

4. Pignut Hickory (*Carya glabra*) - 22" DBH:

- Heavy root plate lifting, roots and limbs encroaching on lanai/pool enclosure

5. Pignut Hickory (*Carya glabra*) - 24" DBH:

- Heavy root plate lifting, roots and limbs encroaching on lanai/pool enclosure
- Previous limb failure greater than 8" in diameter

6. Pignut Hickory (*Carya glabra*) - 31" DBH:

- Large cavity in the upper canopy greater than 8"
- Multiple co-dominant leads with included bark

I, personally, was not present during the tree removal or the initial consultation with the homeowner as I was out of town at the time. However, I have advised the homeowner on the importance of replanting two live oaks to contribute to the future tree canopy in Neptune Beach. I understand the gravity of not conducting an arborist report prior to the removal, and I would like to assure you that this will not happen again in the future.

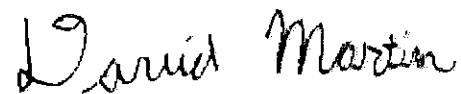
In light of the circumstances, I kindly request that any fines that may be imposed due to the unauthorized removal of these trees be

lifted. I assure you that I will take the necessary steps to ensure such an oversight does not occur in the future.

Thank you for your understanding and cooperation in this matter. Please feel free to contact me if you require any further information or if there are any additional steps I need to take to rectify this situation.
904-776-2710

Yours sincerely,

David Martin
ArborStar Tree Care Solutions
Arborist #FL-9959A

A handwritten signature in black ink that reads "David Martin". The signature is written in a cursive, flowing style.

Trees Count - Stein



● Critical ● Priority ● Routine/None

January 29, 2024



ArborStar

Tree Management Consulting

Tree Removal Report

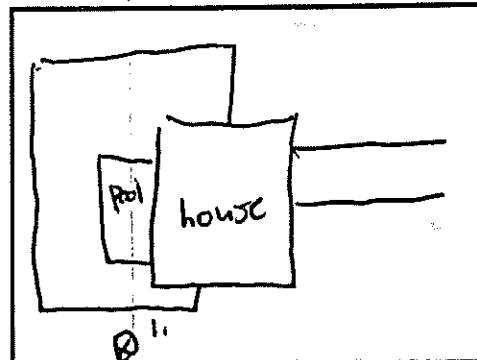
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date ~~3/27/26~~ 1/24/24

MAP

Species Quercus nigra (Water oak)

DBH 26" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Heavy tip dieback
- Encroaching house drop (power line)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

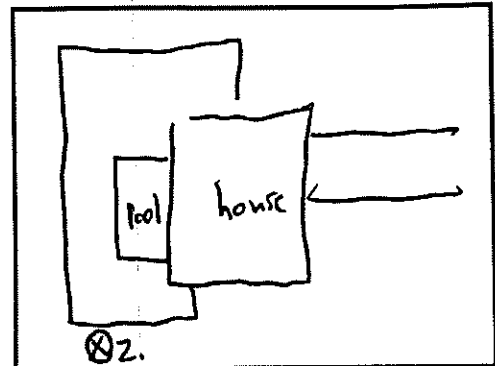
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

MAP

Species Carya glabra (Hickory)

DBH 26" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Large Cavity > 35%
- Overhead Power
- Limb dieback

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

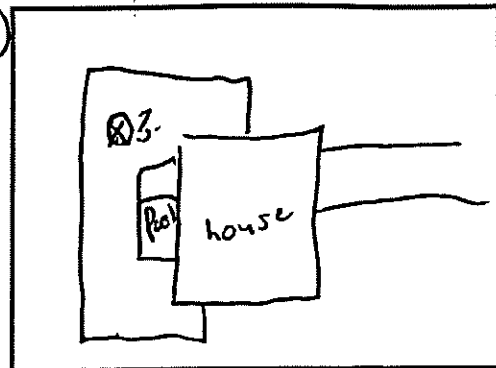
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 37266 Date 1/29/24

MAP

Species Live Oak (Quercus virginiana)

DBH N/A Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

' Limb die back
' Root plate lifting (pavers)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

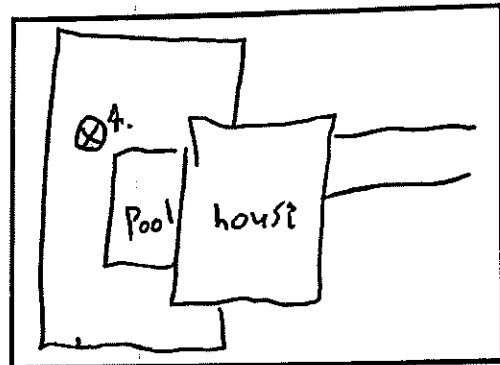
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

MAP

Species Carya glabra (Hickory)

DBH ____ Height ____ Spread ____

Risk Level low medium critical Priority



Reason for Removal

- Root plate lifting
- 14mm < 10'
- Construction damage (compaction)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

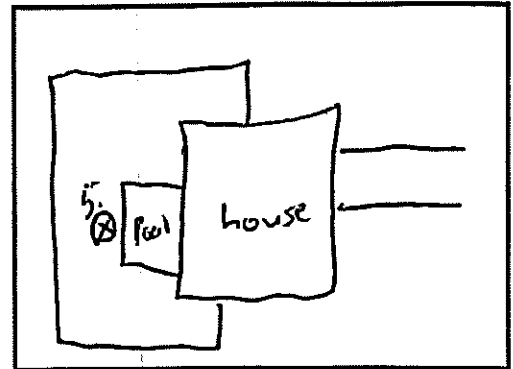
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

MAP

Species Carya glabra

DBH 24" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Root plate lifting
- Limb 5' 10'
- Roots cut / compaction

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

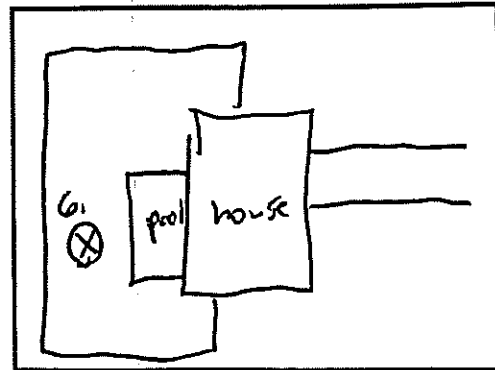
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32766 Date 1/29/23

MAP

Species Carya glabra

DBH 31" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Root plate lifting
- Lean > 10'
- Lean > 8°
- Compaction / roots cut

David Martin

Arborist # FL-9959A

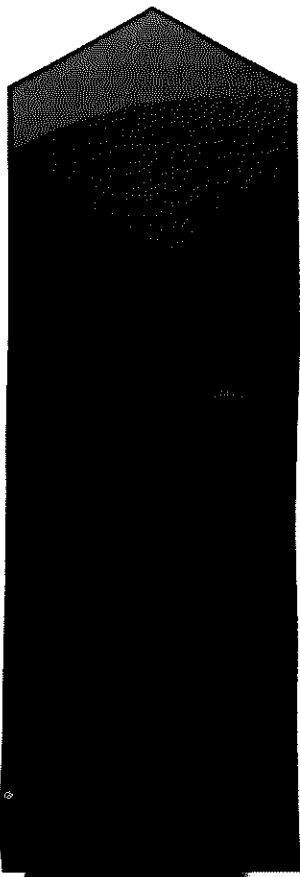
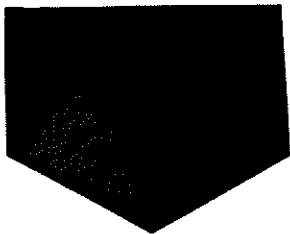


Trees Count - Stein

All Trees - sequential order

Tree Id	Latitude	Land Use	DBH	Scientific Name	Condition	Maintenance	Sidewalk
Collection Date	Longitude	Site		Common Name	Public/Private	Task	Overhead/Wire
ud277	30.3143727	Residential	26"	<i>Quercus nigra</i>	Fair (60% live crown)	Priority	No Conflict
1/29/24 4:50 PM	-81.4176356	Front Yard		Water oak	Public	Remove	Present & Conflicting
Crew	Residential			Other Conflicts	House drop		
Inventory	Stein			Comments			
ud278	30.3143454	Residential	36"	<i>Carya glabra</i>	Poor (35% live crown)	Priority	No Conflict
1/29/24 4:51 PM	-81.4176414	Front Yard		Pignut hickory	Public	Remove	Present & Conflicting
Crew	Residential			Other Conflicts	Power Drop		
Inventory	Stein			Comments			
ud279	30.3143375	Residential	24"	<i>Carya glabra</i>	Fair (60% live crown)	Priority	No Conflict
1/29/24 4:55 PM	-81.4178912	Backyard		Pignut hickory	Public	Remove	None
Crew	Residential			Other Conflicts			
Inventory	Stein			Comments			
ud280	30.3143456	Residential	14"	<i>Quercus virginiana</i>	Fair (60% live crown)	Priority	No Conflict
1/29/24 5:57 PM	-81.4179537	Backyard		Live oak	Public	Remove	None
Crew	Residential			Other Conflicts			
Inventory	Stein			Comments			
ud281	30.3143348	Residential	22"	<i>Carya glabra</i>	Good (85% live crown)	Priority	No Conflict
1/29/24 4:59 PM	-81.4178319	Backyard		Pignut hickory	Public	Remove	None
Crew	Residential			Other Conflicts			
Inventory	Stein			Comments			
ud282	30.3143888	Residential	31"	<i>Carya glabra</i>	Fair (60% live crown)	Priority	No Conflict
1/29/24 5:00 PM	-81.4178194	Backyard		Pignut hickory	Public	Remove	None
Crew	Residential			Other Conflicts			
Inventory	Stein			Comments			

Count = 6



The International Society of Arboriculture

Hereby Announces That

David Martin

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

13 April 2023

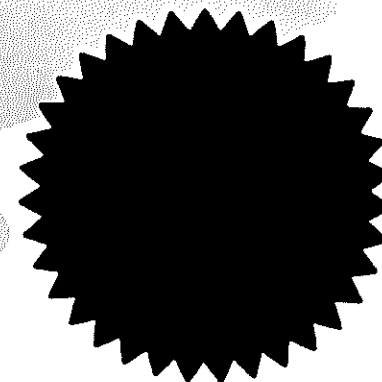
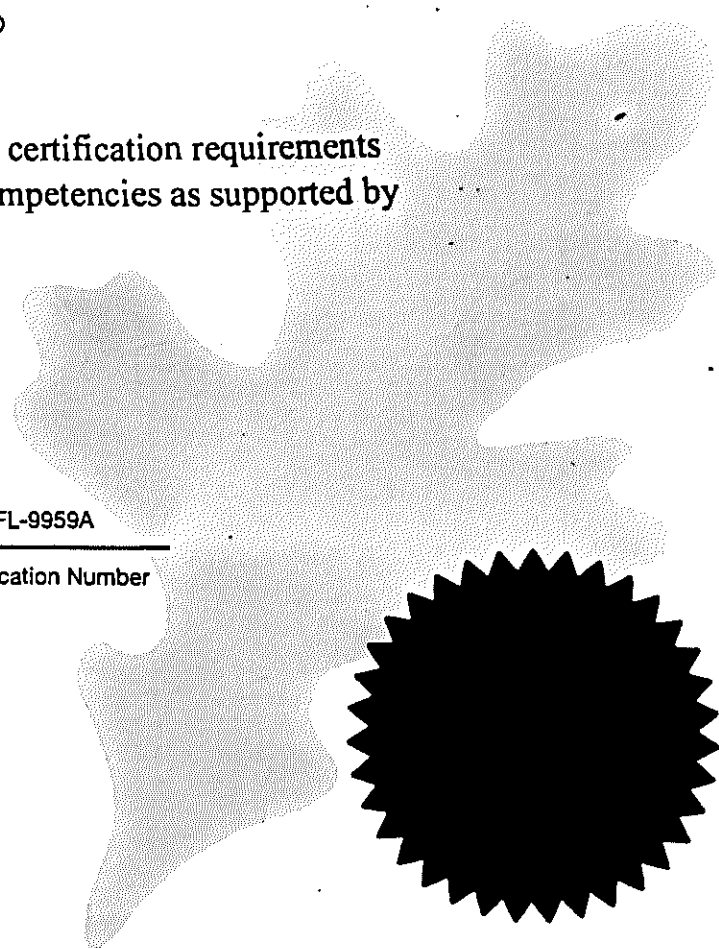
Issue Date

30 June 2026

Expiration Date

FL-9959A

Certification Number



From: [Kurt Stein](#)
To: [Heather Whitmore](#)
Cc: [Stephanie Tufts](#)
Subject: 1901 Forest Ave Arborist Reports
Date: Friday, February 2, 2024 12:37:25 PM

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

Hey Heather, here are the arborist tree removal reports that Sanford's Tree Service sent me for the trees that were removed in 2023. I believe you have the letter and documentation he sent for the trees that were removed on Monday of this week. I apologize for the delay in obtaining these, and also wanted to reiterate my most sincere apology for this entire mess in the first place. My wife and I are committed to making things right and getting back in good standing with the city and our neighbors. Please let us know when we can meet with the city to discuss in more depth the tree mitigation and our desired site plans of a pickleball/basketball court, fencing, and landscaping.

Thank you!



ArborStar

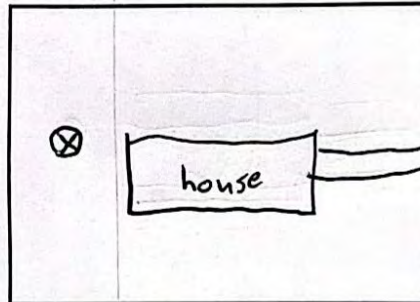
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

Species Pignut Hickory
DBH 26" Height 49' Spread 52'
Risk Level low medium critical Priority

MAP



Reason for Removal

• greater than 60% Necrotic

David Martin

Arborist # FL-9959A



ArborStar

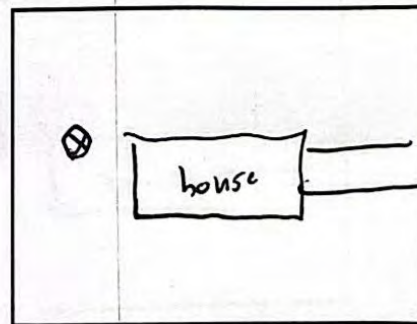
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory
DBH 31" Height 47' Spread 36'
Risk Level low medium critical Priority



Reason for Removal
greater than 60% Necrotic

David Martin

Arborist # FL-9959A

A handwritten signature in black ink, consisting of a stylized 'D' followed by a wavy line.



ArborStar

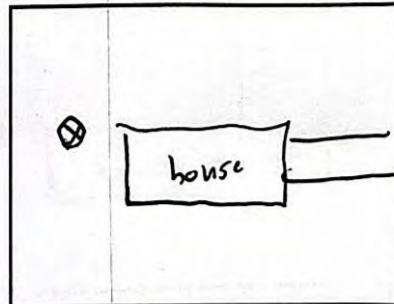
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory
DBH 31" Height 47' Spread 36'
Risk Level low medium critical Priority



Reason for Removal
greater than 60% Necrotic

David Martin
Arborist # FL-9959A

A handwritten signature in black ink, consisting of a stylized 'D' followed by a wavy line.



ArborStar

Tree Management Consulting

Tree Removal Report

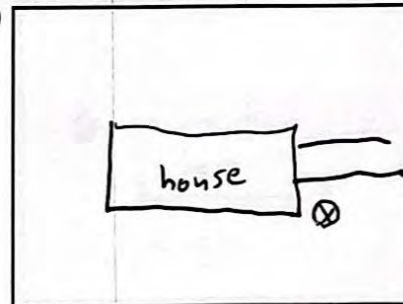
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Live Oak (Quercus virginiana)

DBH 47" Height 62' Spread 51'

Risk Level low medium critical Priority



Reason for Removal

- Heavy dieback throughout crown
- Large decay pockets
- Bark peel
- Limb failure > 8" and more than 3 breaks

David Martin

Arborist # FL-9959A



ArborStar

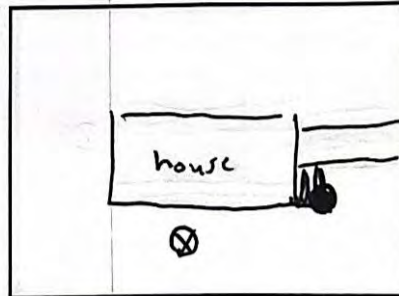
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Quercus virginiana
DBH 31" Height 61' Spread 46'
Risk Level low medium critical Priority



Reason for Removal

- Co-dominant with included bark
- limb die back
- Large burl indicating decay
- foot plate lifting

David Martin
Arborist # FL-9959A

Kurt Stein
Owner / Home Inspector

HouseScan Inspections
Cell: 412.651.3232
Website: www.housescanfl.com

From: [Bob Andersen](#)
To: [Heather Whitmore](#); [Early Piety](#)
Subject: Revised Specialty Tree Arborist Report
Date: Wednesday, March 13, 2024 9:43:35 AM
Attachments: [Specialty_Tree_Arborist_Letter_Heather_Whitmore_City_Of_Neptune_Beach_1901_Forest_Oaks_031124.pdf](#)

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

Ms. Whitmore,

Attached please find the Revised Specialty Tree Arborist Report you requested.

Please let us know that you received it. A hard copy will arrive by mail.

If you have any questions feel free to contact us.

Thanks

Bob Andersen
FOR EARLY PIETY

--

Bob Andersen
Specialty Tree Surgeons
(904) 733-4455
Specialtytreesrus@gmail.com
www.specialtytree.info

Early Piety
CERTIFIED ARBORIST



ARBORIST REPORT

March 11, 2024

Heather Whitmore, AICP, PTP
City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266

Phone: (904) 270-2400 x34
Email: cdd@nbfl.us

Ms. Whitmore,

This Assessment cannot be performed in accordance with the International Society of Arboriculture's Best Management Practices (BMP) - Tree Risk Assessment, Second Edition (2017) due to the fact that the trees have been removed prior to inspection.

At your request, I have read your email from David Martin of Arborist Tree Care Solutions. I have reviewed the letter and reports for the eleven trees that were removed without proper permits. This letter states that Mr. Martin did not inspect the trees prior to removal due to his being out of town. Writing a report of this detail after the fact that the trees had been removed and no evidence was left of them seems to me to be very hard to reconstruct. Speaking with the homeowner and the tree removal company does not add any validity to the report. Although these trees might have been

"Specializing In Diagnosing Tree Disease"
5960 Philips Highway • Jacksonville, Florida 32216 • (904) 733-4455

Email: treerxus@att.net • www.specialtytreeinfo.com

in questionable health there is no way to conclusively prove this. By the same token these trees might have been healthy and not requiring removal due to endangerment of the property. If the trees had been inspected prior to removal then this report would be valid, however, these reports were written after the fact and in my opinion, I see no way to substantiate this evidence.

Should you have any further questions please call.



Early Piety, President
ISA Certified Arborist #SO-0584A
Specialty Tree Surgeons, Inc.



Original Notice sent to Addressee via Certified Mail Return Receipt Requested, Certificate No 7022-2410-0001-8882-8999; Photocopy of same sent to same address to the same addressee via U.S. Mail

April 3, 2024

Kurt W. Stein
Stephanie Tufts Stein
1901 Forest Avenue
Neptune Beach, FL 32266

Dear Mr. and Mrs. Stein:

According to the Property Appraiser's records you are the owners of the following property located in the City of Neptune Beach, Florida.

1901 Forest Avenue RE:177637-0000 Castro Y Ferrer Grant

After an investigation of the property, it has been found and determined that conditions exist thereon to constitute a violation of Chapters 27 and 11 of the Code of Ordinances of the City of Neptune Beach.

Sec. 27-445. - Permit required for tree removal or relocation.

No person shall directly or indirectly cut down, destroy, remove, move, or effectively destroy through damaging, or authorize the cutting down, destroying, removing, moving, or damaging of any and all living trees greater than six (6) inches or more in caliper or two (2) feet in circumference, whichever dimension is lesser, at a point four and one-half (4½) feet above ground level, without a tree permit. Trees which require such permit for removal or relocation shall hereinafter be called "regulated trees."

Sec. 27-448. - Champion and heritage trees.

- (a) *Champion trees* are those trees that have been identified by the state division of forestry as being the largest of their species within the state or by the American Forestry Association as the largest of their species in the U.S. The current list of champion trees in the city and the county which have been identified is on file in the department of planning and development.
- (b) *Heritage trees.* The following species are heritage trees:
 - (1) Bald cypress (*Taxodium distichum*) twenty (20) inches in diameter or greater.
 - (2) Cedar (*Juniperus silicicola*) (Southern red cedar), *J. virginiana* (Eastern red cedar) twenty (20) inches in diameter or greater.
 - (3) Elm (*Ulmus alata*) (winged elm), *Ulmus American floridana* (Florida elm) thirty (30) inches in diameter or greater.
 - (4) Heritage oaks (*Quercus alba* (white oak), *Q. austrina* (bluff oak), *Q. geminata* (sand live oak), *Q. prinus* (swamp chestnut or basket oak), *Q. virginiana* (live oak)) thirty (30) inches in diameter or greater.
 - (5) Hickory (*Carya illinoensis*) (pecan), *C. tomentosa* (mockernut), *C. glabra* (pignut hickory) thirty (30) inches in diameter or greater.
 - (6) Loblolly bay (*Gordonia lasianthus*) twenty (20) inches in diameter or greater.
 - (7) Magnolia (*Magnolia grandiflora*) (Southern magnolia), *Magnolia virginiana* (sweetbay magnolia) twenty (20) inches in diameter or greater.
 - (8) Maples (*Acer rubrum*) (red maple), *A. barbatum* (Florida maple) twenty (20) inches in diameter or greater.
 - (9) Tupelo (*Nyssa sylvatica*) thirty (30) inches in diameter or greater.
 - (10) White ash (*Fraxinus americana*) thirty (30) inches in diameter or greater.
- (c) Champion and heritage trees shall be considered regulated trees in all areas of the city, and their removal shall be strongly discouraged.
- (d) Prior to removal of any tree, the owner shall give the city first right of refusal to relocate any/all heritage or champion trees, otherwise designated for removal by the applicant.
- (e) Any permission given for the removal of any heritage or champion tree that is healthy and that is not causing structural damage, whether this permission is through an approved development plan or through the issuance of a tree permit, will require replacement on a two-inch for one-inch (2:1) basis, measured per specifications of section 27-445. Trees may be planted on-site or off-site or given to the city for planting on public property.

- (f) The removal, relocation or replacement of any champion or heritage trees shall be by community development board approval. The city council will approve the removal, relocation or replacement of any heritage or champion tree when such removal, relocation or replacement is proposed as part of the subdivision approval process.

Sec. 27-452. - Unauthorized removal of or damage to regulated trees.

- (a) If a regulated tree, to include heritage or champion trees as defined in section 27-448, is removed without permit, or is altered or damaged such that the likelihood for disease or premature death is increased, the tree removal contractor and/or property owner shall pay a fine of one hundred dollars (\$100.00) per diameter inch of the trunk, measured at four and one-half (4½) feet above the ground. In the event that a tree has been completely removed from the site, the measurement will be taken as the diameter of the remaining stump. In the event that no portion of a stump remains, documents such as a tree survey, building plans, etc. may be used to determine the size of the regulated tree removed. All violations of section 27-452 shall be referred to the code enforcement board for disposition.
- (c) All fines imposed by the code enforcement board (special magistrate) for unauthorized removal or damage of regulated trees shall be paid to the City of Neptune Beach.

These sections refer to the cutting and removal of eleven (11) trees from the property without a permit. These trees include various Hickory, Water and Live Oak trees. **Please respond to the Community Development Director within (10) ten days of receipt of this letter.**

Should your property be found in violation, the Code Enforcement Special Magistrate has the power by Florida State Statute (FS 162.09(2)(a) to levy fines of up to \$5000 per violation for any violation they find to be irreparable or irreversible in nature. The Magistrate may choose to have this case appear before them, even if compliance is obtained within the allotted time.

If you have any questions, please contact Heather Whitmore at 270-2400 ext. 34 or by email at CCD@nbfl.us during regular business hours.

Sincerely,



Piper Turner
Code Compliance Supervisor

C: Tree Mitigation Inventory dated 3/27/2024

1901 Forest
Tree Mitigation Outstanding
3/27/2024

	Type	Heritage Trees	Size Removed (Caliper in Inches)	Fee Per Inch	Base Fee	Unauthorized Removal Fee	Planting Mitigation (per Caliper in Inches)	Total Planting Mitigation Required	Maximum Fee
1	Water Oak	-	26	\$ 185	\$ 4,810	\$ 9,620	2	52	\$ 5,000
2	Hickory	-	26	\$ 185	\$ 4,810	\$ 9,620	2	52	\$ 5,000
3	Live Oak	-	14	\$ 185	\$ 2,590	\$ 5,180	2	28	\$ 5,000
4	Hickory	-	22	\$ 185	\$ 4,070	\$ 8,140	2	44	\$ 5,000
5	Hickory	-	24	\$ 185	\$ 4,440	\$ 8,880	2	48	\$ 5,000
6	Hickory	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
7	Live Oak	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
8	Hickory	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
9	Live Oak	Heritage Tree	47	\$ 185	\$ 8,695	\$ 17,390	2	94	\$ 5,000
10	Hickory	-	26	\$ 185	\$ 4,810	\$ 9,620	2	52	\$ 5,000
11	Hickory	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
<u>Total Outstanding Mitigation</u>			<u>309</u>		<u>\$ 57,165</u>	<u>\$ 114,330</u>		<u>618</u>	<u>\$ 55,000</u>

ARTICLE IX. - TREE PROTECTION AND LANDSCAPING

Sec. 27-452. - Unauthorized removal of or damage to regulated trees.

(a) If a regulated tree, to include heritage or champion trees as defined in section 27-448, is removed without permit, or is altered or damaged such that the likelihood for disease or premature death is increased, the tree removal contractor and/or property owner shall pay a fine of twice the tree fund fee, as established in section 27-458 per diameter inch of the trunk, measured at four and one-half (4½) feet above the ground.

FS. 162.09 (2)(a) Administrative fines; costs of repair; liens. —(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

1901 Forest
Tree Mitigation Outstanding
3/27/2024

	Type	Heritage Trees	Size Removed (Caliper in Inches)	Fee Per Inch	Base Fee	Unauthorized Removal Fee	Planting Mitigation (per Caliper in Inches)	Total Planting Mitigation Required	Maximum Fee
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<u>Total Outstanding Mitigation</u>	<u>309</u>	<u>\$ 57,165</u>	<u>\$ 114,330</u>	<u>618</u>	<u>\$ 55,000</u>
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From: [Paul Waters](#)
To: [Stephen Smith](#)
Cc: [Heather Whitmore](#); [Catherine Ponson](#); [Piper Turner](#)
Subject: Fwd: 1901 Forest Case 2024004 NOTICE TO APPEAR AT SPECIAL MAGISTRATE HEARING
Date: Wednesday, March 5, 2025 3:15:39 PM
Attachments: [1901 Forest Case 2024004 Notice of Special Magistrate Hearing- Attorney Acceptance.pdf](#)

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Stephen,

Thank you for taking my call this morning. As discussed, attached is the notice for the code enforcement special magistrate hearing on March 25, 2025 at 9:00 a.m. at the Neptune Beach City Hall in the Council Chambers. **Please acknowledge that you have recieved and accept service on behalf of your clients.** Please provide written materials that you would like to be included in the agenda materials by Wednesday, March 19th.

Thank you and I look forward to seeing you on the 25th.

--

Paul Waters, Esq.

Partner

Vose Law Firm LLP

324 W. Morse Boulevard

Winter Park, Florida 32789

Phone: 407-645-3735

Cell: (904) 495-1054 (Preferred contact number)

Fax: 407-628-5670

email: paul@voselaw.com

web: www.voselaw.com



COUNSEL TO EXTRAORDINARY GOVERNMENTS, BUSINESSES & LEADERS THROUGHOUT FLORIDA SINCE 1973

LOCAL GOVERNMENT REPRESENTATION | COMMERCIAL REAL ESTATE TRANSACTIONS | REAL ESTATE DEVELOPMENT
& LAND USE

BUSINESS & REAL ESTATE LITIGATION | LENDER REPRESENTATION | GOVERNMENT RELATIONS | CAMPAIGN & ELECTION LAW

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NOTICE TO APPEAR AT SPECIAL MAGISTRATE HEARING

March 25, 2025

CASE NUMBER: 2024004

TO: Kurt W & Stephanie Tufts Stein
1901 Forest Avenue
Neptune Beach, Florida 32266
C/O Stephen R. Smith | Campione Law, P.A.
Associate Attorney
501 W. Bay St. Ste. 100
Jacksonville, FL 32202
ss@campionelawpa.com

VIA: Electronic Service to Counsel of Record. Return receipt and Acknowledgment Accepted.

Street Address: 1901 FOREST AVENUE, NEPTUNE BEACH, FLORIDA 32266
Legal Description:

Parcel: 177637 0000

B DE CASTRO Y FERRER GRANT PT RECD O/R 8042 -1465

IN ACCORDANCE WITH SECTION 162.06(4) AND CITY OF NEPTUNE BEACH CODE OF ORDINANCES, NOTICE HAS BEEN PROVIDED TO YOU THAT A VIOLATION OF CASE NUMBER 2024004 ON PROPERTY OWNED BY YOU AND LOCATED AT 1901 FOREST AVENUE, NEPTUNE BEACH, FLORIDA 32266, (PARCEL ID NUMBER: 177637 0000), TO WIT: (SEC. 27-445. – FAILURE TO OBTAIN PERMIT REQUIRED FOR TREE REMOVAL OR RELOCATION.).

Neptune Beach Code of Ordinances Sec. 27-445_.

Unpermitted removal of 11 protected trees

THE VIOLATION IS BASED ON INVESTIGATION BY THE CITY OF NEPTUNE BEACH CODE, A REPRESENTATIVE OF WHICH IS AVAILABLE TO RESPOND TO ANY QUESTIONS YOU MAY HAVE.

YOU ARE HEREBY NOTIFIED THE VIOLATION SHALL BE REVIEWED BY THE CITY OF NEPTUNE BEACH CODE ENFORCEMENT SPECIAL MAGISTRATE ON **March 25, 2025**, AT 9 A.M. OR SOON THEREAFTER AT THE NEPTUNE BEACH CITY HALL, AT WHICH TIME CODE ENFORCEMENT SPECIAL MAGISTRATE MAY FIND A VIOLATION OCCURRED AS NOTICED AND IMPOSE A FINE UP TO \$250 FOR THE FIRST VIOLATION OF THE CODE SECTION AND UP TO \$500 FOR A REPEAT VIOLATION WITHIN 5 YEARS. IF THE CODE ENFORCEMENT SPECIAL MAGISTRATE DETERMINES THE VIOLATION PRESENTED A SERIOUS THREAT TO THE PUBLIC HEALTH, SAFETY AND WELFARE OR IF THE VIOLATION IS IRREPARABLE OR IRREVERSIBLE IN NATURE, IT MAY NOTIFY THE CITY OF NEPTUNE BEACH FOR ABATEMENT OF THE VIOLATION OR IT MAY IMPOSE A FINE NOT TO EXCEED \$5,000 PER VIOLATION. IF A FINE IS NOT PAID, THE CITY MAY RECORD A COPY OF THE CODE ENFORCEMENT SPECIAL MAGISTRATE ORDER. THE UNPAID FINE SHALL CONSTITUTE A LIEN AGAINST THE LAND ON WHICH THE VIOLATION OCCURRED AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR(S). IF THE LIEN IS NOT SATISFIED, THE CODE ENFORCEMENT SPECIAL MAGISTRATE MAY AUTHORIZE THE FORECLOSURE OF THE LIEN OR THE CITY MAY SEEK PAYMENT BY OTHER LAWFUL MEANS.

YOU ARE ADVISED TO CHECK THE CITY WEBSITE FOR UP-TO-DATE INFORMATION ON ANY CHANGES IN THE MANNER IN WHICH THE HEARING WILL BE HELD AND ITS LOCATION.

AS REQUIRED BY SECTION 286.0105 FLORIDA STATUTES, IF YOU DECIDES TO APPEAL ANY DECISION MADE BY THE CODE ENFORCEMENT SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT THE HEARING, YOU WILL NEED A RECORD OF THE PROCEEDINGS, AND YOU NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH AN APPEAL IS TO BE BASED. IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THE PUBLIC HEARING, PLEASE CONTACT THE CITY OF NEPTUNE BEACH CLERK AT (904) 270-2400 PRIOR TO THE HEARING.



Signature

Printed Name: Heather Whitmore, AICP

Title: Community Development Director

City of Neptune Beach

116 First Street

Neptune Beach, Florida 32266

(904) 270-2400

From: [Stephen Smith](#)
To: [Paul Waters](#)
Cc: [Heather Whitmore](#); [Catherine Ponson](#); [Piper Turner](#)
Subject: RE: 1901 Forest Case 2024004 NOTICE TO APPEAR AT SPECIAL MAGISTRATE HEARING
Date: Wednesday, March 5, 2025 3:23:39 PM

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Received, and service accepted on behalf of Kurt and Stephanie Stein

Stephen R. Smith | Campione Law, P.A.

Associate Attorney

501 W. Bay St. Ste. 100
 Jacksonville, FL 32202
 Telephone: 904-990-8400
 Facsimile: 904-990-8411
ss@campionelawpa.com

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From: Paul Waters <paul@voselaw.com>
Sent: Wednesday, March 5, 2025 3:15 PM
To: Stephen Smith <SS@campionelawpa.com>
Cc: Heather Whitmore <cdd@nbfl.us>; Catherine Ponson <clerk@nbfl.us>; Piper Turner <piperturner@nbfl.us>
Subject: Fwd: 1901 Forest Case 2024004 NOTICE TO APPEAR AT SPECIAL MAGISTRATE HEARING

Stephen,

Thank you for taking my call this morning. As discussed, attached is the notice for the code enforcement special magistrate hearing on March 25, 2025 at 9:00 a.m. at the Neptune Beach City Hall in the Council Chambers. **Please acknowledge that you have recieved and accept service on behalf of your clients.** Please provide written materials that you would like to be included in the agenda materials by Wednesday, March 19th.

Thank you and I look forward to seeing you on the 25th.

--

Paul Waters, Esq.

Partner

Vose Law Firm LLP

324 W. Morse Boulevard

Winter Park, Florida 32789

Phone: 407-645-3735

Cell: (904) 495-1054 (Preferred contact number)

Fax: 407-628-5670

email: paul@[voselaw.com](mailto:paul@voselaw.com)

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**COUNSEL TO EXTRAORDINARY GOVERNMENTS, BUSINESSES
& LEADERS THROUGHOUT FLORIDA SINCE 1973**

LOCAL GOVERNMENT REPRESENTATION | COMMERCIAL REAL ESTATE TRANSACTIONS | REAL ESTATE DEVELOPMENT
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BUSINESS & REAL ESTATE LITIGATION | LENDER REPRESENTATION | GOVERNMENT RELATIONS | CAMPAIGN & ELECTION LAW

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Lindell & Zebouni, P.A.

Attorneys and Counselors at Law
12276 San Jose Boulevard, Suite 126
Jacksonville, FL 32223-8630
Telephone: (904) 880-4000
Fax: (904) 880-4013

J. Michael Lindell
Board Certified by the Florida Bar in:
Civil Trial and Business Litigation Law
mlindell@lindellfarson.com

Loree L. French
Of Counsel
lfrench@lindellfarson.com

March 18, 2025

Anthony B. Zebouni
Certified Arbitrator-American Arbitration Association
azebouni@lindellfarson.com

Connor M. Larkin
clarkin@lindellfarson.com

Code Case No.: **2024-004**
Property: **1901 Forrest Avenue, Neptune Beach, Florida 32266**
Resident: **Kurt Stein**

Magistrate Miller:

Please accept this correspondence as my client, United Land Service's, *amicus* memorandum in support of Mr. Stein at his March 25, 2025 hearing on the City of Neptune Beach's ("Neptune") code enforcement action alleging the fineable removal of eleven (11) protected trees from his property. Enclosed is a Sworn Affidavit from David Martin, an ISA Certified Arborist, in support of this memorandum.

In short, the evidence shows that:

1. My client removed 10 trees, not 11. Neptune **levied a duplicative \$5,000 fine** on Mr. Stein for the illusory "removal" of a Pignut Hickory, 31" at DBH ("diameter at breast height", a customary tree measurement).
2. Neptune is **preempted from seeking fines** by Section 163.045, Florida Statutes, for the trees removed in August, 2023. (4 of the 10 trees)

3. Neptune is **barred from disputing** Mr. Martin's Tree Removal Reports regarding the trees removed in August, 2023, by *Vickery v. City of Pensacola*, 342 So. 3d 249 (Fla. 1st DCA 2022).
4. Neptune's fines for the 6 trees removed in January, 2024, are too punitive. For each tree, Neptune imposed the maximum fine for a code violation under Florida law without accounting for any mitigating facts. Under the governing statute, 162.09, the Magistrate may reduce fines based on mitigating factors, see Fla. Stat. 162.09(b)(1)-(3). The evidence shows that the January Trees posed credible safety risks and/or had major health issues that mitigated their removal. This Court should substantially lower the fines for the trees removed in January, 2024, using its authority granted under Fla. Stat. 162.09(2)(c).
5. Regarding the technical "base fines" for the trees removed in January, 2024, Neptune cannot prove the "Caliper in Inches" measurement that Sec. 27-458 of Neptune's Code requires as the standard for any "Base Fee." Therefore, this Court should use its broad equitable powers to set fines for the January, 2024, trees that account for the substantial mitigating facts.

United Land Services believes a fair resolution to this matter should result in:

- Dismissal of one (1) violation as duplicative.
- Dismissal of four (4) violations that are preempted by Florida statute.
- Reduction of six (6) violations to fines of \$100.00 each (total: \$600.00), given the compelling equitable factors under Fla. Stat. 162.09(b)(1)-(3) relating to the trees' danger and Neptune's inability to prove their "caliper in inches" measurement.

In consideration of the foregoing solution to Code Case No. 2024-004, ULS would be prepared to contribute up to **\$5,000** to Neptune Beach Elementary School’s “Green Team”, an organization of environmentally conscious students, to support their efforts to plant trees or otherwise promote sustainability in the Neptune Beach community.

SUMMARY OF FACTS

August 2023 Tree Removals

On July 26, 2023, a salesman for Sanford Tree Services (“Sanford”), a subsidiary of United Land Services, provided an estimate to Mr. Stein for a variety of arboreal services to his Property, including tree removal. Mr. Stein and Sanford contracted to remove four trees from his Property on August 7, 2023. Those four trees were subject to Neptune Beach’s Tree Protection and Landscaping Code, under Article IX, Section 27 of the City’s code, to wit:

1. Pignut Hickory – 26” DBH
2. Pignut Hickory – 31” DBH
3. Live Oak – 31” DBH
4. Live Oak – 31” DBH

On August 7, 2023, David Martin, an ISA-certified Arborist, conducted a site visit to the Property and assessed each of the above-listed trees *in situ*. He performed an onsite assessment of the Property’s trees in accordance with the tree risk assessment procedures outlined in Best Management Practices – Tree Risk Assessment, Second Edition (2017). Each of the above-listed trees posed an immediately “unacceptable risk to persons or property,” as that term-of-art is defined in Section 163.045, Florida Statutes, and prepared Tree Removal Reports articulating his reasoning for each tree. Each of the reports was given to Mr. Stein and Neptune Beach’s Code Enforcement Department over a year before this Hearing. Notably, even Neptune’s own Arborist Report, dated March 11, 2024, concedes that David

Martin's reports would be "valid" "[i]f the trees had been inspected prior to removal." The evidence shows that the August Trees were inspected prior to removal.

Neptune erroneously used a duplicative report for Tree 2 to fine Mr. Stein \$5,000, as confirmed in the Sworn Affidavit of David Martin.

January 2024 Tree Removals

On or about January 26, 2024, another representative of Sanford visited the Property and quoted Mr. Stein for the removal of six (6) additional trees ("January Trees").

5. Pignut Hickory – 26" DBH
6. Live Oak – 14" DBH
7. Pignut Hickory – 24" DBH
8. Pignut Hickory – 31" DBH
9. Water Oak – 26" DBH
10. Pignut Hickory – 22" DBH

He prepared Tree Removal Reports documenting how Trees No. 5-10 posed a host of risks to the Property that justified their removal, and transmitted those reports to both Mr. Stein and Neptune by February of 2024. His opinions are based on his inspection of the stumps post-removal and collection of eyewitness testimony about the January Trees' condition at the time of removal.

MEMORANDUM OF LAW

United Land Services ("ULS") contests the legality of five (5) code violations against Mr. Stein. The Court will recall that 1 of the 5 violations (the duplicate fine for "**Tree 2**") was for a tree that didn't exist. Regarding the other 4 violations, consider the following:

Section 163.045, Florida Statutes, preempted Neptune from imposing fines on Mr. Stein at the point he came to possess "Documentation." *Vickery* preempts Neptune from challenging an ISA Certified Arborist report or creating a procedure that sets up a "battle of the experts."

Section 163.045, Florida Statutes, reads, in pertinent part:

“A local government may not require a...fee, or mitigation...if the property owner *possesses* documentation from an arborist certified by the ISA...”

(emphasis supplied)

ULS takes the position that once Mr. Stein came into possession of the requisite documentation, Neptune lost the ability to fine or require mitigation for those trees. The statute does not put any burden on Mr. Stein to “have possessed” documentation before trees are removed. Rather, the Legislature used the present-tense “possesses”, indicating that documentation may be obtained after-the-fact. This makes sense given the statute was enacted to address exigent circumstances when a tree puts humans or their property in danger.

To undersigned counsel’s knowledge, *Vickery* is the only appellate case that comprehensively interprets the subject statute. It contains many findings that are helpful to Mr. Stein, including:

- “The statute prohibits local governments from “requir[ing] a notice, application, approval, permit, fee, or mitigation...for the removal of a tree” once an ISA-certified arborist...has provided a residential property owner with documentation – written evidence – indicating that the tree presents a danger – a risk of harm.” *Vickery*, 342 So. 3d at 253.
- “[S]ection 163.045(1) does not empower a local government to challenge the sufficiency of the documentation *either before or after tree removal*.” *Vickery*, 342 So. 3d at 254.
- “the statute explicitly burdens local governments – not arborists...” *Id.*

ULS contests the amount of Neptune's fines in the six (6) remaining code violations allegedly related to the January Trees. Neptune erroneously transposed Mr. Martin's "DBH" measurements for each January Tree as the mathematical basis of each fine. Under City Code, Neptune is required to use a "Caliper in Inches" measurement to calculate Mr. Stein's base fine. *See* Sec. 27-458. Given Neptune cannot prove a caliper in inches for any tree, this Court should proceed to consider only the fines levied pursuant to Florida Statute 162.09 for the six trees taken out in January, 2024.

This Court has the authority under Section 162.09(2)(c) to reduce Mr. Stein's fines based on the equitable factors listed in 2(b). Mr. Martin's reports about the January Trees prove that they posed substantial risks to Mr. Stein's Property. And yet Neptune chose to impose the maximum allowable fine for a code violation allowed under Florida law for a municipality of its size. Therefore, these violations have no gravity under Florida law to justify the imposition of such punitive fines.

CONCLUSION

ULS prepared this memorandum to stand by its customer, not cause any conflict with the City of Neptune Beach. ULS and its subsidiary, Sanford Tree Services, have a long history of working cooperatively with Neptune, including pulling tree permits. Their earnest wish is to continue doing so. We hope this memorandum and the accompanying Affidavit aid your understanding of this matter.

Sincerely,

/s/ Connor Larkin, Esq.

Connor Larkin, Esq.
Attorney for ULS

SWORN AFFIDAVIT OF DAVID MARTIN

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, the undersigned notary public, appeared David Martin ("Martin"), who first being duly sworn, states as follows:

1. I am over the age of 18 years. I reside in the State of Florida and I am competent to testify because I have personal knowledge of the matters addressed in this Affidavit given my personal involvement in the relevant events.

2. Upon satisfactory completion of rigorous educational, experiential, and training requirements, I earned the credential "ISA Certified Arborist" from the International Society of Arborists on April 13, 2023, certification no. FL-9959A, and have continuously held this credential in good standing since my credentialing date.

3. A fair and accurate copy of the official educational, experiential, and training standards to become an ISA Certified Arborist are attached as Exhibit "*A*".

4. A fair and accurate copy of my ISA Certified Arborist credential is attached as Exhibit "*B*".

5. I have been employed as an Arborist at ArborStar Tree Management Consulting, where a significant portion of my job duties include analyzing trees pursuant to Section 163.045, Florida Statutes, to determine whether they pose unacceptable risks to persons or property.

6. During my career as an Arborist, I have become familiar with the learned treatise, Best Management Practices - Tree Risk Assessment, Second Edition (2017), and routinely apply its standards in the course of my work described in ¶ 5 herein.

7. Specifically, I am the contract arborist for Sanford Tree Services, through Arbor Star Tree Management Consulting, who performed an onsite assessment (the “Assessment”) at 1901 Forrest Avenue in Neptune Beach, Florida (the “Property”), on August 7, 2023, in accordance with the standards described in Best Management Practices – Tree Risk Assessment, Second Edition (2017) (the “Standards”).

8. The Assessment revealed four trees (“August Trees”) on the Property posed an immediate “unacceptable risk to persons or property” because their removal was “the only means of practically mitigating their risk below moderate, as determined by [the Standards.]” The August Trees are identified by species, diameter at breast height (“DBH”), risk level, and Tree No., for reference in this Affidavit:

- a. Pignut Hickory – 26” DBH – “critical” [Tree 1]
- b. Pignut Hickory – 31” DBH – “critical” [Tree 2]
- c. Live Oak – 31” DBH – “moderate” [Tree 3]
- d. Live Oak – 47” DBH – “priority” [Tree 4]

9. The August Trees were removed on August 7, 2023, and Mr. Stein was provided with four documents, each entitled Tree Removal Report, that describe the circumstances justifying their removal. (Exhibit “C” contains fair and accurate copies of each Tree Removal Report that I drafted for the August Trees.)

10. My Assessment confirmed the August Trees were dead, declining, and hazardous. **Tree 1**, **Tree 2**, and **Tree 4** all ranked either “critical” or “priority” risk level on a scale of “low”, “medium”, “critical”, and “priority”.

- a. **Tree 1** and **Tree 2** were mostly dead, posing a “critical” risk to the safety of the Property’s home given their proximity.
- b. **Tree 3** posed a risk between “moderate” and “critical” due to a combination of significant decay, a greater than 30-degree lean, and proximity to the home.
- c. **Tree 4** had a large co-dominant section that was dead and hanging over the Property’s home, posing a “priority” risk. As with all the August Trees, removal was the only practical means of reducing **Tree 4** to a risk to below “moderate.”

11. I reviewed the Neptune Beach’s response to the Records Request of Sanford Tree’s counsel, Connor Larkin, and found an error in the PDF file “20072586-2nd arborist report...” (A fair and accurate copy of that file is attached as Exhibit “*D*”).

12. Specifically, Neptune Beach duplicated my Tree Removal Report for **Tree 2** (the “subject Report”).

13. Neptune Beach duplicated data from the subject Report again in a PDF file “20082148-1901 Forest Tree Mitigation”, produced in Neptune Beach’s response to the Records Request of Sanford Tree’s counsel, Connor Larkin, listing an itemized

ledger of fines on Mr. Stein. (A fair and accurate copy of the file is attached as Exhibit “E”).

14. Therefore, Mr. Stein was wrongly fined \$5,000 because my eyewitness and expert knowledge confirms there was only one Pignut Hickory with a 31” DBH, 47” height, and 36” spread on the Property at all times relevant to this case.

15. On or about January 26, 2024, a representative of Sanford Tree Services visited the Property and quoted Mr. Stein an estimate for the removal of six trees (“January Trees”) from the Property. Four of the January Trees are listed by species, diameter at breast height (“DBH”), risk level, and [Affidavit Tree No.], for reference:

- a. Pignut Hickory – 26” DBH – “critical” [**Tree 5**]
- b. Live Oak – 14” DBH – “medium” [**Tree 6**]
- c. Pignut Hickory – 24” DBH – “medium” [**Tree 7**]
- d. Pignut Hickory – 31” DBH – “medium” [**Tree 8**]

16. The January Trees were removed on January 29, 2024 at the direction of Mr. Robert Brkic, Sanford Tree’s Manager, upon his on-site confirmation of root plate lifting at **Trees 6-8**.

17. For **Tree 5**, critical risks caused by advanced degeneration necessitated its removal for the safety of persons and the Property. By January, 2024, **Tree 5** had large, evidently dead limbs overhanging a power line on the Property and it had a huge cavity covering over a third of its diameter.

18. I supplemented the Assessment with a detailed follow up investigation, regarding the Property's trees that were removed in January, 2024, and are also the subject of Neptune Beach Code Violation Case Number 2024-004.

19. During my post-removal investigation, I conducted eyewitness interviews and a stump analysis of **Tree 5** in compliance with the arboreal industry's best practices. Based on the stump analysis, I confirmed that **Tree 5** suffered from severe internal decay when it was removed. The decay consumed greater than 33% of **Tree 5**'s diameter and, in my expert opinion, this posed an evident, critical risk on the day it was removed. All my conversations with eyewitnesses to the January Trees aligned with the findings in my on-site arboreal analyses at the Property.

20. During my stump analysis in my post-removal investigation, I noted **Tree 7** and **Tree 8** showed root plate lifting that posed an increased risk to the Property compared to August, 2023.

21. Mr. Stein was provided with documentation, entitled Tree Removal Report, that describes the circumstances justifying the removal of **Trees 5-8**. He was also provided with a narrative report that added context. (Exhibit "**F**" contains an accurate copy of each Tree Removal Report that I drafted for the January Trees with a "moderate" risk or higher.) The documents in Exhibit "**F**" were prepared post-tree removal based only on my stump analyses.

22. I wrote a narrative report for the January Trees as a courtesy to Mr. Stein and to inform the City of Neptune Beach about the reasons for tree removal. (Exhibit "G" contains fair and accurate copies of my two narrative reports).

23. Copies of all relevant reports were provided to the City of Neptune Beach and Mr. Stein over a year in advance of Mr. Stein's March, 2025, hearing.

24. I hope that we are able to reach a friendly resolution to this unfortunate misunderstanding.

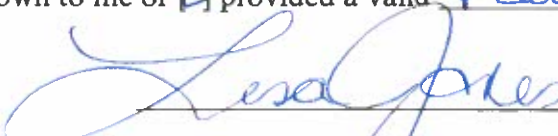
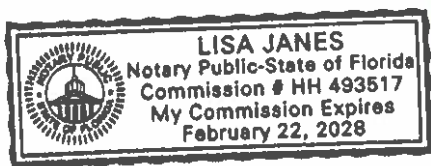
FURTHER AFFIANT SAYETH NOT.

Dated this 13th day of March, 2025.



David Martin, ISA Certified Arborist

Sworn to or affirmed and signed before me on this 13th day of March, 2025, by David Martin, who is [] personally known to me or [X] provided a valid FLDL driver's license. W pers



Notary Public—State of _____

Printed Name: _____

My Commission Expires: _____

EXHIBIT “A”



ANSI National Accreditation Board
ACCREDITED

ISO/IEC 17024

PERSONNEL CERTIFICATION
BODY

#0847

ISA Certified Arborist

ISA Certified Arborist® Application Guide



Revised December 2022

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The following ISA chapters and associate organizations accept the ISA Certified Arborist* exam applications directly:

- * Quebec (exams requested in French Canadian)
- * Taiwan and Hong Kong (exams requested in Traditional Chinese)
- * Brazil (exams requested in Portuguese)
- * Malaysia and Singapore (all exam requests)

Please refer to the website links on the back page of this guide to request and submit the above exam applications.

What is the Value in Becoming an ISA Certified Arborist?

ISA Certification is a voluntary program that tests and certifies your achievement of a professional level of knowledge and skill in the field of arboriculture. When you become an ISA Certified Arborist®, you are recognized by your peers and the public as a tree care professional who has attained a generally-accepted level of knowledge in areas such as tree biology, diagnosis, maintenance practices, safety, and other subject and practice areas within the tree care profession as identified through periodic job task analyses. Hiring a Certified Arborist provides tree owners and government decision makers the opportunity to become better informed about proper tree care and their selection of services based on the expertise represented by your credential.

Achieving ISA Certification also builds your self-image. By studying for and passing the certification exam, you demonstrate a dedication to your own professional development and the advancement of proper tree care practices. The process of becoming ISA Certified and maintaining the designation provides you with personal incentive to continue your arboricultural education and training. Presenting your ISA credential to potential employers makes you more competitive in the job market, and for employers, encouraging ISA Certification is a tool to assist in training their existing tree care personnel.

Which Areas of Knowledge Will the Certified Arborist Exam Cover?

The certification examination is developed by a panel of industry experts representing all aspects of arboriculture. Questions are derived from a job task analysis survey filled out by arborists from around the world. Questions are continually analyzed by the ISA Certification Test Committee using the latest test statistics, and new questions are always being developed and tested for satisfactory performance. Updated examinations are created on a regular basis.

The written exam content is divided into 10 areas of knowledge, and the percentage next to each area below reflects the percentage of questions associated with that area. These are subject to change when a new job task analysis is completed for the exam.

1. Tree Biology—11%
2. Tree Identification and Selection—9%
3. Soil Management—7%
4. Installation and Establishment—9%
5. Pruning—14%
6. Diagnosis and Treatment—9%
7. Trees and Construction—9%
8. Tree Risk—11%
9. Safe Work Practices—15%
10. Urban Forestry—6%

What Are the Objectives of the ISA Certification Program?

ISA's objectives for offering professional credentials are to:

- Advance the knowledge and application of safe work practices in all arboricultural operations;
- Improve technical competency of personnel in the tree care industry;
- Create incentives for individuals to continue their professional development;
- Provide the public and those in government with a means to identify professionals who have demonstrated by passing a professionally-developed exam that they have thorough knowledge and skill in tree care practices.

Who Is Eligible to Apply for the ISA Certified Arborist® Exam?

The ISA Credentialing Council requires a candidate to have a minimum of three years of full-time experience in arboriculture or a combination of education and practical arboricultural experience. One year of full-time experience is equal to approximately 1,795 hours of work.

Acceptable experience includes the practical use of knowledge regarding pruning, fertilization, installation and establishment, diagnosis and treatment of tree problems, cabling and bracing, climbing, or other services that directly relate to arboriculture. Examples of experience sources include, but are not limited to:

- Tree care companies
- Nurseries
- Landscape companies
- Municipalities
- State forestry agencies
- Utility companies
- Academic arboriculture/horticulture departments (for instructors)
- Horticulture/extension programs (for advisors)
- Consultancies
- Pest control providers (for advisors and applicators)

Documentation of work experience is required with submittal of application. Letter(s) of reference from your current or previous employer(s) is acceptable. Applicable volunteer work may count towards eligibility if it is supervised and documentation detailing the responsibilities and the hours worked can be supplied.

You may meet the eligibility requirement utilizing a combination of education and practical arboricultural experience through one of the following options:

Completed College/University Accredited Degree Programs

Two-year associate degree with a minimum of two courses directly related to arboriculture plus two years of practical full-time experience in arboriculture.

Four-year bachelor degree with a minimum of four courses directly related to arboriculture plus one year of practical full-time experience in arboriculture.

Assessment-Based Certificate Programs (Diplomas, Certificates)

900 hours of assessed training with a minimum focus of 90 hours directly related to arboriculture plus two years of practical full-time experience in arboriculture.

1,800 hours of assessed training with a minimum focus of 180 hours directly related to arboriculture plus one year of practical fulltime experience in arboriculture.

Registered Apprenticeship Programs (RAPs)

Registered Apprenticeship Programs (RAPs), Industry Recognized Apprenticeship Programs (IRAPs), and other formal training and accreditation programs that have been reviewed and approved by federal/national and state governmental agencies and/or are an accredited and/or recognized program as part of a national qualifications framework with formal assessment-based education and work experience may be considered for eligibility equivalency within the scope specified here for eligibility. Qualified third-party entities responsible for these programs may contact ISA for more information.

Eligibility Documentation

Multiple college/university degree programs cannot be utilized to equal requirements for longer programs. Assessment-based certificate programs can be combined to meet the hourly eligibility requirement. Educational experience must be a completed college/university degree program or assessment-based certificate program. A transcript indicating course/training title and the number of credit hours or hours of completed, assessed training must be submitted with the application.

If you are self-employed or own your own company, you will be required to submit three letters of reference with your application. References may be in the form of copies of invoices, contracts, and/or business licenses. The documentation provided must include the practical experience and outline the dates of work required for eligibility. Please contact ISA for other possible forms of verification.

By submitting your application, you authorize ISA to contact the practical experience reference(s) named on your application to substantiate your eligibility.

What Is the Process to Apply for the Exam?

Exam Dates and Locations

ISA Certified Arborist® exams are sponsored by an ISA chapter or associate organization or offered through a Pearson VUE testing center. For information on dates and locations of certification exams in your area sponsored by ISA chapters or associate organizations, contact ISA or visit the ISA Events Calendar. To find out if a Pearson VUE testing center is close to you, visit <https://www.pearsonvue.com/isa/locate/>.

Fees

Candidates who are members of ISA and an ISA chapter or associate organization receive an exam discount. If the exam is sponsored by an ISA chapter or associate organization, the fee is \$170 USD for members and \$280 USD for nonmembers. For those who elect the computer-based testing option, there is a computer-based testing administrative fee of \$125 USD in

addition to the exam fee. The administrative fee applies each time a computer-based exam is scheduled.

To be eligible for the discounted rate, a candidate must be a current member of ISA and a current member of an ISA chapter or associate organization. In the event that a local chapter or associate organization does not exist where you reside, you may receive member pricing by being a current member of ISA only. ISA certification fees are separate and distinct from ISA membership dues and from ISA chapter or associate organization dues.

ISA Certified Arborist® Code of Ethics and the Certification Agreement and Release Authorization

All applicants are required to review and accept the ISA Certified Arborist® Code of Ethics as well as the Certification Agreement and Release Authorization.

Please review the ISA Certified Arborist® Code of Ethics and the Certification Agreement and Release Authorization found at the end of the exam application. Your signature confirming review and acceptance of both documents is required for certification.

Application Submission

Becoming a candidate for an ISA certification is a two-step process through your online MyISA Dashboard.

1. First, apply online or submit a completed application.
2. When you receive notice that your application is approved, you may then enroll through your website account to take an exam.

If you do not have an ISA website account you may create one at the MyISA Sign-In page.

A completed application must be submitted by going to MyISA Apply for an ISA Certification and then by selecting **Create Application**. Once your completed application has been reviewed, you will be notified by ISA of your application approval or denial by email. You may **Review Application Status** at any time to determine your status or **Review Old Applications**. If denied, you will not be able to enroll into an exam until you provide additional documentation demonstrating that you meet the eligibility criteria.

Only once your application has been approved, you are eligible to enroll for a computer-based or paper-based exam. Paper-based exams are offered through ISA chapter or associate organization sponsored exam events, the deadline for EXAM ENROLLMENT in these events is twelve (12) US business days prior to the exam event scheduled date. You may enroll into the exam by selecting either the enrollment link within the approval email or go to the **Enroll to Take Exam** web page. Enrollment will include the processing of applicable exam fees. Enrollment and payment must be received on or before the deadline date. **ISA does not provide refunds for exam enrollments. There are no exceptions to this policy.**

Due to the complexity of the application process, onsite registration is not available for ISA exams.

ISA has the right to contact any person or organization as part of the review of your application. By applying, you authorize the release of any information requested by ISA for the purpose of reviewing your application. ISA has the right to notify appropriate organizations if your application contains false information.

Enrollment Confirmation

You will be notified when your enrollment has been processed. After you have been successfully enrolled, you will receive a confirmation packet with a letter containing the location, date, time of the exam, and the name of the appropriate contact person. For computer-based exams held through Pearson VUE, you will receive instructions via email on how to schedule a date and time with the computer-based testing vendor. The vendor will then send you a confirmation including the location, date, and time of the exam. You are provided a 90-day authorization period to schedule and take the exam.

Rescheduling Exam or Additional 90-Day Authorization Period Requests

If circumstances change after you have applied for the examination, you may be able to reschedule your exam or request an additional 90-day, computer-based authorization period. If your request is approved by ISA, a fee of \$50 USD will apply to make the change. If you are requesting to reschedule a computer-based exam within your current 90-day authorization period, you will not be subject to the fee.

Requests to reschedule exams sponsored by ISA chapters or associate organizations must be received prior to the 12-business-day deadline. Additional 90-day, computer-based authorization requests must be received within the candidate's current 90-day authorization period. If the request is not received by ISA before the ISA chapter's or associate organization's exam deadline date, or is beyond the 90-day authorization period, or the candidate fails to schedule an exam within the 90-day authorization period, the candidate will be considered a no-show and all exam fees will be forfeited. If the scheduled date that was missed was your free retake, your free retake will be forfeited.

If you need to reschedule an exam date within your current 90-day authorization period with the computer-based testing

vendor, you may do so by contacting Pearson VUE via phone or through the [Pearson VUE website](#). If rescheduling during the weekend, you must do so directly through the website. Requests must be received no later than one business day prior to the scheduled exam date. If contact is less than one business day, you will be considered a no-show and all exam fees will be forfeited. Registrations are not transferrable to another person.

Failure to Attend Examination or Schedule within a 90-Day Authorization Period

No refunds or discounts will be issued if you do not attend or complete the examination. There are no exceptions. If you do not reschedule your appointment or request an additional 90-day authorization period, and you do not show up to take the exam at your scheduled time and location, you will be considered a no-show and the exam taken. This will result in forfeiting any exam fees or computer-based administrative fees associated with the exam you missed. If this happens, you will have to re-enroll along with paying the required retake fees and, if elected, the computer-based administrative fee of \$125 USD.

You will have only one year from the first scheduled exam date to retake the exam at the retake fee of \$75 USD or utilize your free retake. Once you have exceeded the one year, you will be required to pay the full exam fee, along with the \$125 USD computer-based administrative fee if you elected the computer-based option.

ISA Reserves the Right to Cancel a Paper-Based Exam

ISA reserves the right to cancel any paper-based examination event that does not meet the minimum enrollment requirement or for other reasons. If your paper-based exam is cancelled by ISA, you will be notified by email and your enrollment will be moved to pending status. You may elect to have your pending exam enrollment status moved to any other paper-based examination event available for no charge or you may request to enroll in a computer-based exam by paying the computer-based administrative fee. While your registration is in a pending status you will not be able to enroll for another examination. Please contact our team at isa@isa-arbor.com to request a change for an available examination location and date.

How Should I Prepare for the Exam?

ISA's *Arborists' Certification Study Guide* is intended to serve as a recommended program of study. Each chapter in the study guide lists additional references that should be considered for review, such as the most current ANSI Z133 *Standard – Safety Requirements for Arboricultural Operations*, ISA's *Best Management Practices* (BMPs), ISA online courses, and other resources, most of which are also available through the ISA web store.

Note: The *Arborists' Certification Study Guide*, published by ISA, should NOT be considered the sole source of information for the certification examination. The *Arborists' Certification Study Guide* and the ISA Certified Arborist® exam are written by separate entities. The exam tests a body of knowledge rather than knowledge obtained solely from a specific resource.

The publications referenced above can be purchased from ISA in the ISA web store, by calling +1.678.367.0981, or by emailing isa@isa-arbor.com. You may also purchase these resources through your local ISA chapter or associate organization.

What Is the Format of the ISA Certified Arborist® Exam?

The examination is made up of 200 multiple-choice questions. Each question has four possible answers listed, only one of which is correct. You will have 3.5 hours (210 minutes) to complete the written exam. You must pass the exam to obtain the certification.

Pretesting of Exam Questions

Within the written exam, there will be 20 new questions that have not been used on previous exams. Responses to these questions are not used in determining individual exam scores. These 20 questions are not identified and are scattered throughout the exam so that candidates will answer them with the same care as the questions that make up the scored portion of the exam. This methodology assures candidates that their scores are the result of sound measurement practices and that scored questions reflect current practice.

What Are the Onsite Rules and Conduct Expectations During the Exam?

Admission

- Arrive at the testing site 30 minutes before the start time of the exam and have your identity confirmed by providing two forms of valid identification—a valid photo identification card and an identification card displaying your signature. (See your exam confirmation packet for exact time, date, and location of the exam.)
- The exam host will check your photo ID. If you do not have a photo ID with you at the check-in time of the exam, you will not be allowed to sit for the exam and will be considered a no-show.
- There will be audio and video taping at the testing centers. If you are not prepared to be taped, you will not be allowed to test at the facility.

Site Rules

- Dress appropriately. While every attempt is made to provide a comfortable classroom atmosphere, indoor temperatures and outdoor weather conditions may vary.
- Visitors are not permitted in the exam area.
- Books, papers, and other reference material will not be allowed in the testing area.
- No cell phones or other mobile devices will be allowed in the testing area.
- No food or beverages may be taken into the exam.
- No smoking will be allowed in the testing area.
- You will be permitted to take restroom breaks on an individual basis. Time spent on breaks will be considered part of the time permitted for completing the exam.
- Writing on the test booklet is not allowed during the exam.
- If you are caught looking at another individual's exam or talking during the exam, your score may be invalidated or exam materials confiscated.
- Applicants who are impaired by the use of alcoholic beverages or illegal drugs, or use them at the examination site, will immediately be disqualified from taking the exam.
- It is of utmost importance that you carefully follow all directions and regulations. Listen carefully to all instructions given by the exam administrator and follow the directions completely.

Inappropriate Application and Examination Conduct

ISA intends that participation in its certification programs will be a professionally relevant, informative, and rewarding experience for all candidates. All participants in ISA certification exams are expected to conduct themselves in an appropriate and professional manner and to refrain from any objectionable, improper, or unprofessional conduct. To ensure fairness in an examination environment, the following policy and rules apply:

- When an ISA or ISA-designated representative finds that a candidate has engaged in inappropriate conduct or behavior, ISA reserves the right to respond with actions including, but not limited to:
 - Rejecting an application for certification

- Preventing or precluding a person from participating in an examination, including removing a person from the testing site
- Invalidating or nullifying examination results
- Issuing and enforcing any other lesser response or action determined to be appropriate or necessary
- Inappropriate conduct or behavior includes, but is not limited to, misrepresentation; failure to disclose requested information; cheating; unauthorized possession, use, or distribution of copyrighted or legally-protected material; verbal or physical disturbances of the examination; failure to pay fees in a timely manner; and any other objectionable, improper, or unprofessional actions by a person participating in the ISA certification process.
- By submitting an application for certification, each participant acknowledges that he/she understands and agrees to the terms of this policy.

What is the Process for Attaining Certification?

Completion Requirements

To obtain ISA certification, you must achieve the required passing score for the examination. The current passing score is 76 percent. Please note that when a job task analysis of the exam is performed, the overall passing score is subject to change.

When you receive your exam results, please remember that the domains are weighted, and the average of the domains will not be equal to the overall score. If you do not achieve an overall passing score, you must retake the exam until an overall passing score is achieved.

Once certified, you will receive the designation of ISA Certified Arborist®. Your certification is personal to you and may not be transferred or assigned to any other individual, organization, or entity. When publicizing your credential, you must comply with the requirements of the ISA Branding and Style Guide.

Exam Scoring

The computer-based exams are graded by Pearson VUE, the testing vendor. Written exams sponsored by ISA chapters or associate organizations are graded at ISA Headquarters. ISA will notify you of your results in detail. You may access a brief overview of your exam results by logging into MyISA on the ISA website and selecting My CEUs.

Examination Results and Notification of Certification

Computer-based exams provide result notification immediately upon completion of the exam. Your formal results will be sent approximately six weeks after your exam date. You will be notified of your pass/fail result; percentage scores will be provided for each domain for your information. Those who pass will receive a congratulatory letter, score sheet, certificate, identification card, hard-hat decal, and patch. Your results are confidential.

If you have questions concerning your exam results, direct them in writing to the ISA Credentialing Department at isa@isa-arbor.com. Because of the need to maintain test security, exam questions and answers cannot be made available for review, and the ISA Credentialing Department does not provide a list of questions that were answered correctly or incorrectly.

The only information available regarding your performance on the exam is provided on your score report.

Request for Regrading Exam

If you believe that an error was made in the grading of your exam, you may request to have your exam regraded. A fee of \$35 USD applies for each hand-graded score report. Requests for regrading may take up to six weeks for completion. If you request to have your exam regraded, you may not schedule another exam until after you receive the regrading results. If you wish to have your exam regraded after receiving your initial score report, please contact isa@isa-arbor.com.

Retaking the Examination

If you do not pass the exam, you will receive a failure notification and details for retaking the exam. You may re-enroll by logging into MyISA on the ISA website and returning to the Enroll to Take Exam web page. You are allowed one free retake and then will be charged a \$75 USD fee per retake up to one year from the original date that you took the exam. If you do not attain a passing score within one year of the original exam date, you will be required to pay the full fee amount. Each time a computer-based exam is selected, the \$125 USD administrative fee applies.

Additional Information About ISA Certification

What Does ISA Certification Represent and Require?

By passing the exam, holders of ISA certifications have demonstrated a broad knowledge base in the area in which they are certified. No other conclusions may be drawn concerning certification holders. ISA certifications do not represent licensure, registration, or other authorization to practice or to conduct business activities for a fee or otherwise.

The ISA Certified Arborist® credential is subject to ongoing requirements, such as participation in continuing education activities and abiding by the ISA Certified Arborist® Code of Ethics and terms of the Certification Agreement and Release Authorization.

Expiration and Recertification

ISA Certified Arborist® certification is valid for three years. To retain certification after each three-year period, an ISA Certified Arborist® must recertify. Notify ISA promptly if your contact information changes. We are not responsible for undeliverable recertification notices.

The ISA Certification Program offers two methods of recertification. The first method is to retake and pass the certification exam again. The second option is to accumulate at least 30 continuing education units (CEUs) over the three-year certification period that are related to the 10 tested domains on the exam and pay the recertification fee. Candidates who are members of both ISA and their local chapter or associate organization receive a discount on their recertification fees. The non-member recertification fee is \$230 USD. For members, the recertification fee is \$120 USD. Your signed ISA Certified Arborist® Code of Ethics and the Certification Agreement and Release Authorization must be on file in the ISA office prior to your recertification fee being accepted.

Additionally, a condition of recertification is to report any unethical conduct as it relates to the ISA Certified Arborist® Code of Ethics.

You have the option of tracking the CEUs you have earned online via the ISA website. To obtain a username and password to access to your CEU report, please email ISA at isa@isa-arbor.com.

CEUs and proper payment must be received in the ISA office in a timely manner. Allow four to six weeks for processing and posting to your account. Please visit the ISA website for detailed information on maintaining your credential. You may contact ISA at isa@isa-arbor.com if you need further clarification.

Denial, Revocation, and Decertification

Your certification may be denied or revoked for any of the following reasons:

- Falsification of application
- Violation of testing procedures
- Misrepresentation of your identity or other information

In the event that your ISA certification is denied or revoked or you otherwise become decertified, you must immediately stop using and/or displaying the ISA certification mark, credential, and any other designation indicating an affiliation with the ISA Certification Program. You must comply with any additional directives of the ISA Certification Program.

Impartiality and Conflict of Interest

ISA commits itself to impartiality in its certification activities and understands how critical impartiality is to carrying out its certification activities. ISA manages conflict of interest and ensures the objectivity of all certification activities. All persons involved in certification activities, including ISA Headquarters staff and member volunteers, accomplish this through compliance with ISA's structure, policies, and procedures related to certification activities.

Nondiscrimination

The ISA Certification Program does not discriminate in determining eligibility on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Special Accommodations

It is the intent of ISA to provide accessibility to ISA exams to any qualified participant with a documented disability or condition upon reasonable notice and without requiring ISA to take action which would result in a fundamental alteration in the nature of the exam or an undue financial burden to ISA.

If you have a special need and require an accommodation for an exam, please complete the Special Accommodations Request Form and submit it with each enrollment request. Your request will be reviewed, and you will be notified of a determination. Approved accommodations are provided through our computer-based vendor at no additional charge to you.

Appeals and Complaints

Appeals and complaints are accepted and resolved in accordance with the ISA Credentialing Appeals and Complaints policy.

Privacy

By applying for an ISA certification, you authorize ISA to make your contact information available to your local chapter or associate organization and our professional affiliates so they can share information with you about educational seminars and other events. ISA shares your contact information, pass/fail exam result, expiration date, and other relevant details with your ISA chapter or associate organization so that they may monitor your credential status and administer credential-related services. Your name, city location, and credential will be available to members of the public on the ISA and TreesAreGood™ websites.

Some credential holders do not wish their names to be distributed to the public or to other interested parties (vendors, potential

employers, etc.). If you do not wish to have your name included on the ISA and TreesAreGood™ websites or on distribution lists, contact the ISA Credentialing Department at isa@isa-arbor.com. ISA maintains the right and responsibility to verify a credential holder's certification status to the public or to other interested parties.

You will be notified of whether or not you passed the certification examination, but your score will not be disclosed to any third party except as noted above. Your status as a certification holder, past or present, and dates of certification may be disclosed to third parties.

Reference Links:

ISA Events Calendar <https://www.isa-arbor.com/certification/becomeCertified/examDatesAndLocations?mode=exams>

ISA Certified Arborist® Code of Ethics <https://www.isa-arbor.com/code-of-ethics>

Certification Agreement and Release Authorization <https://www.isa-arbor.com/Portals/0/Assets/PDF/Certification/CA-Certification-Agrmnt-and-Release-Auth.pdf>

Apply for an ISA Certification <https://www.isa-arbor.com/myaccount/myprofile/CAPS>

MyISA Sign-In/Dashboard <https://www.isa-arbor.com/myAccount/login>

Review application Status <https://www.isa-arbor.com/Credentials/Apply-Now/Review-Application-Status>

Enroll to take an Exam <https://www.isa-arbor.com/Credentials/Apply-Now/Enroll-to-Take-Exam>

ISA Web Store <https://www.isa-arbor.com/store>

ISA Branding and Style Guide <https://www.isa-arbor.com/BrandingGuide>

Maintaining Your Credentials <https://www.isa-arbor.com/Credentials/Maintaining-Credentials>

Special Accommodations Request Form <https://www.isa-arbor.com/Accommodations>

ISA Credentialing Appeals and Complaints <https://www.isa-arbor.com/Credential-Appeals>

Paper Application <https://www.isa-arbor.com/Portals/0/Assets/PDF/Certification-Applications/cert-Application-CertifiedArborist-F.pdf>

For exams requested in these languages:

* **French Canadian** (Quebec Chapter) https://www.isa-arbor.com/Portals/0/Assets/PDF/Certification-Applications/Quebec_CA_Handbook_Application.pdf

* **Traditional Chinese** (Taiwan Arboriculture Society) <http://www.twas.org.tw/>

* **Traditional Chinese** (ISA Hong Kong) <http://www.isahongkong.org/>

* **Portuguese** (Sociedade Brasileira de Arborizacao Urbana) <https://www.sbau.org.br/>

For exam requests for these countries:

* **Malaysia** <http://malaysianarboriculture.blogspot.com/>

* **Singapore** <https://www.nparks.gov.sg/cuge/programmes-and-schemes/programmes/professional-programmes/>

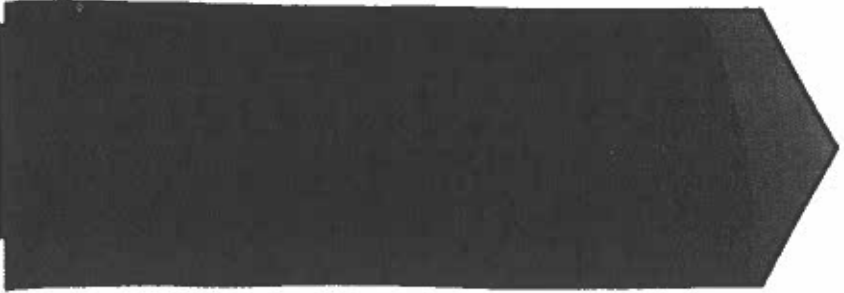
Learn more about educational opportunities at www.isa-arbor.com

 **International Society of Arboriculture**
www.isa-arbor.com • p. +1 678.367.0981 • isa@isa-arbor.com

EXHIBIT “B”



TM



The International Society of Arboriculture

Hereby Announces That

David Martin

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 Pollinan

Caitlyn Pollinan
CEO & Executive Director

13 April 2023	30 June 2026	FL-9959A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
PERSONNEL CERTIFICATION
BODY
#02417 ISA Certified Arborist®

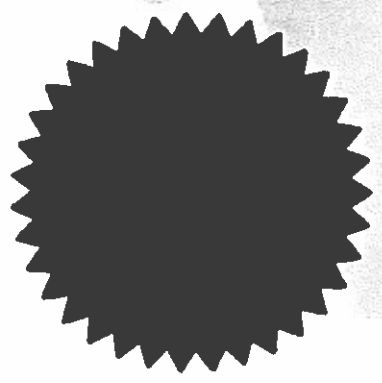


EXHIBIT “C”



ArborStar

Tree Management Consulting

Tree Removal Report

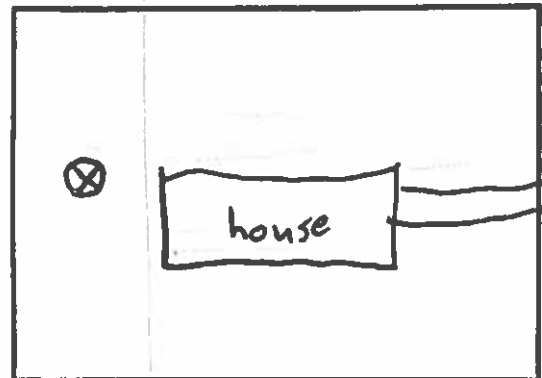
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory

DBH 26" Height 49' Spread 52'

Risk Level low medium critical Priority



Reason for Removal

• greater than 60% Necrotic

David Martin

Arborist # FL-9959A

[Signature]



ArborStar

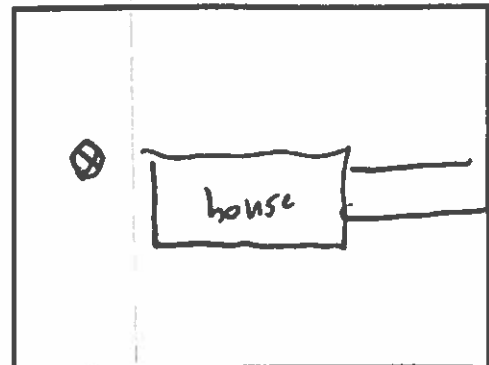
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory
DBH 31" Height 47' Spread 36'
Risk Level low medium critical Priority



Reason for Removal

greater than 60% Necrotic

David Martin

Arborist # FL-9959A

A handwritten signature in black ink, consisting of a stylized 'D' followed by a wavy line, positioned above a horizontal line.



ArborStar

Tree Management Consulting

Tree Removal Report

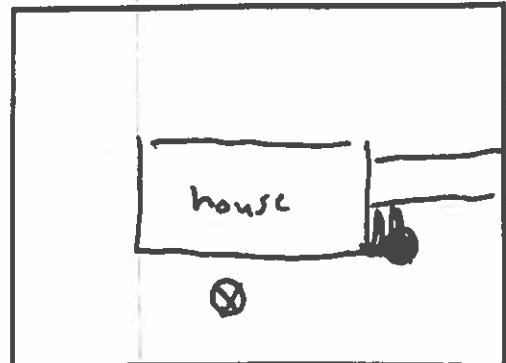
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Quercus virginiana

DBH 31" Height 61' Spread 46'

Risk Level low medium critical Priority



Reason for Removal

- Co-dominant with included bark
- limb die back
- Large burl indicating decay
- foot plate lifting

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

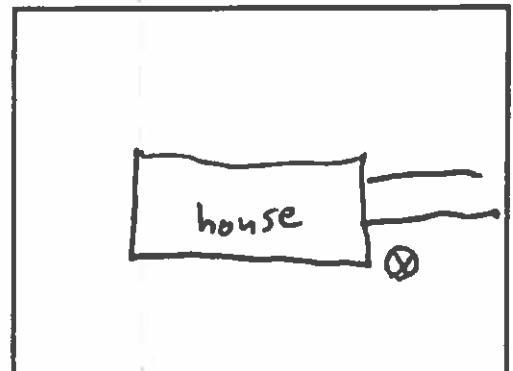
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Live Oak (Quercus virginiana)

DBH 47" Height 62' Spread 51'

Risk Level low medium critical Priority



Reason for Removal

- Heavy dieback throughout crown
- Large decay pockets
- Bark peel
- Limb failure > 8" and more than 3 breaks

David Martin

Arborist # FL-9959A

EXHIBIT “D”



ArborStar

Tree Management Consulting

Tree Removal Report

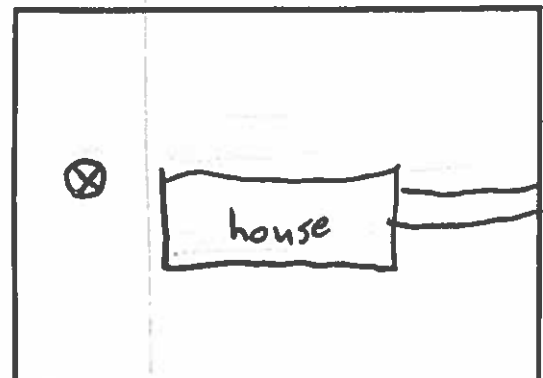
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory

DBH 26" Height 49' Spread 52'

Risk Level low medium critical Priority



Reason for Removal

• greater than 60% Necrotic

David Martin

Arborist # FL-9959A



ArborStar

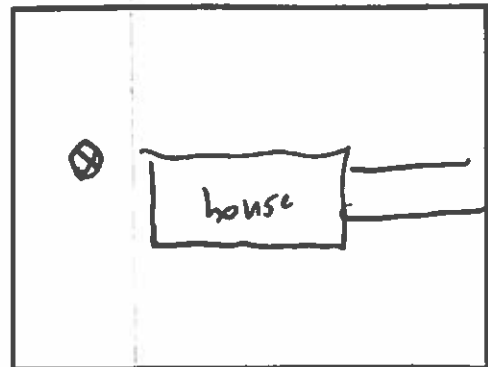
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory
DBH 31" Height 47' Spread 36'
Risk Level low medium critical Priority



Reason for Removal

greater than 60% Necrotic

David Martin

Arborist # FL-9959A

A handwritten signature in black ink, consisting of a stylized 'D' followed by a wavy line.



ArborStar

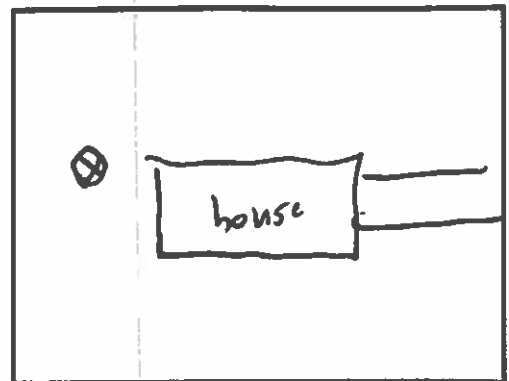
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Pignut Hickory
DBH 31" Height 47' Spread 36'
Risk Level low medium critical Priority



Reason for Removal

greater than 60% Necrotic

David Martin

Arborist # FL-9959A

A long, flowing handwritten signature that starts with a vertical line and ends with a horizontal line.



ArborStar

Tree Management Consulting

Tree Removal Report

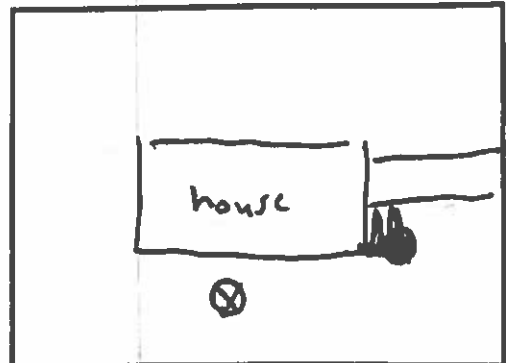
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Quercus virginiana

DBH 31" Height 61' Spread 46'

Risk Level low medium critical Priority



Reason for Removal

- Co-dominant with included bark
- limb die back
- Large burl indicating decay
- foot plate lifting

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

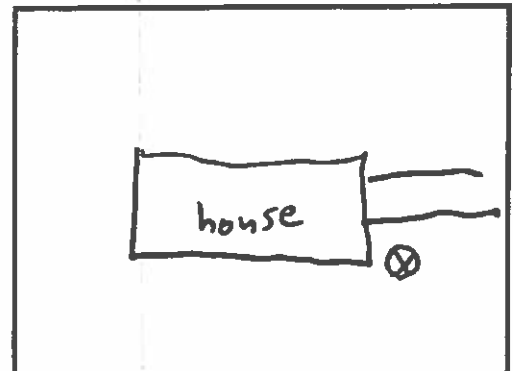
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 8/7/23

MAP

Species Live Oak (Quercus virginiana)

DBH 47" Height 62' Spread 51'

Risk Level low medium critical Priority



Reason for Removal

- Heavy dieback throughout crown
- Large decay pockets
- Bark peel
- Limb failure > 8" and more than 3 breaks

David Martin

Arborist # FL-9959A

EXHIBIT “E”

1901 Forest
Tree Mitigation Outstanding
3/27/2024

	Type	Heritage Trees	Size Removed (Caliper in Inches)	Fee Per Inch	Base Fee	Unauthorized Removal Fee	Planting Mitigation (per Caliper in Inches)	Total Planting Mitigation Required	Maximum Fee
1	Water Oak	-	26	\$ 185	\$ 4,810	\$ 9,620	2	52	\$ 5,000
2	Hickory	-	26	\$ 185	\$ 4,810	\$ 9,620	2	52	\$ 5,000
3	Live Oak	-	14	\$ 185	\$ 2,590	\$ 5,180	2	28	\$ 5,000
4	Hickory	-	22	\$ 185	\$ 4,070	\$ 8,140	2	44	\$ 5,000
5	Hickory	-	24	\$ 185	\$ 4,440	\$ 8,880	2	48	\$ 5,000
6	Hickory	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
7	Live Oak	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
8	Hickory	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
9	Live Oak	Heritage Tree	47	\$ 185	\$ 8,695	\$ 17,390	2	94	\$ 5,000
10	Hickory	-	26	\$ 185	\$ 4,810	\$ 9,620	2	52	\$ 5,000
11	Hickory	Heritage Tree	31	\$ 185	\$ 5,735	\$ 11,470	2	62	\$ 5,000
Total Outstanding Mitigation			309	\$	57,165	\$ 114,330		618	\$ 55,000

ARTICLE IX - TREE PROTECTION AND LANDSCAPING

Sec. 27-452 - Unauthorized removal of or damage to regulated trees.

(a) If a regulated tree, to include heritage or champion trees as defined in section 27-448, is removed without permit, or is altered or damaged such that the likelihood for disease or premature death is increased, the tree removal contractor and/or property owner shall pay a fine of twice the tree fund fee, as established in section 27-458 per diameter inch of the trunk, measured at four and one-half (4½) feet above the ground.

FS 162.09 (2)(a) Administrative fines, costs of repair, liens. —(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

EXHIBIT “F”



ArborStar

Tree Management Consulting

Tree Removal Report

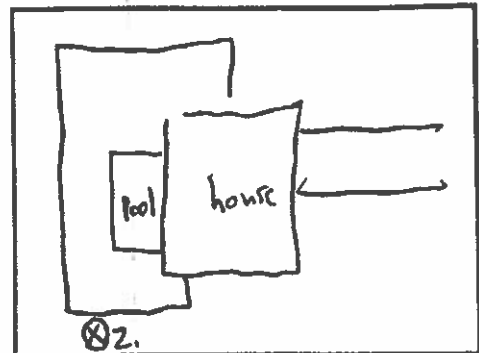
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

MAP

Species Carya glabra (Hickory)

DBH 26" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Large Cavity > 35%
- Overhead Power
- Limb dieback

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

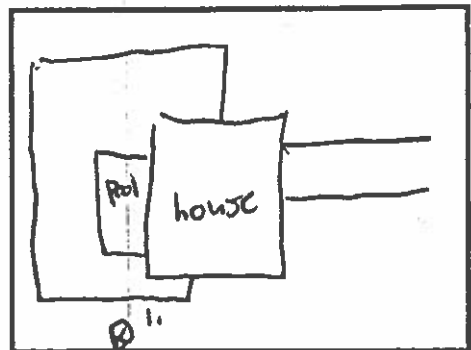
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date ~~3/27/26~~ 1/29/24

MAP

Species Quercus nigra (water oak)

DBH 26" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Heavy tip dieback
- Encroaching house drop (power line)

David Martin

Arborist # FL-9959A



ArborStar

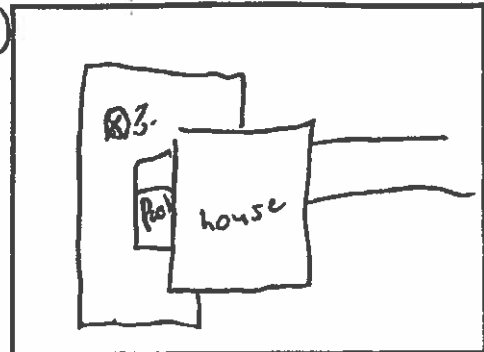
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 37266 Date 1/29/24

MAP

Species Live oak (Quercus virginiana)
DBH 14" Height N/A Spread N/A
Risk Level low medium critical Priority



Reason for Removal

• Limb die back
• Root plate lifting (pavers)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

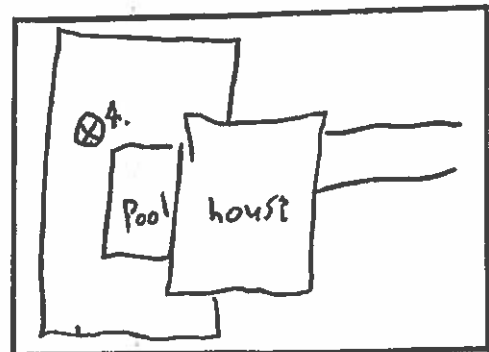
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

Species Carya glabra (Hickory)

DBH Height Spread

Risk Level low medium critical Priority

MAP



Reason for Removal

- Root plate lifting
- 1mm < 10'
- Construction damage (compaction)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

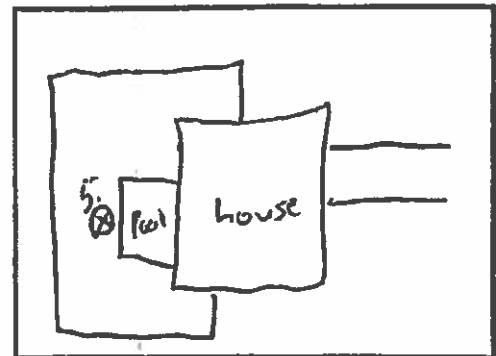
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

MAP

Species Carya glabra

DBH 24" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Root plate lifting
- Limb < 10'
- Roots cut / compaction

David Martin

Arborist # FL-9959A



ArborStar

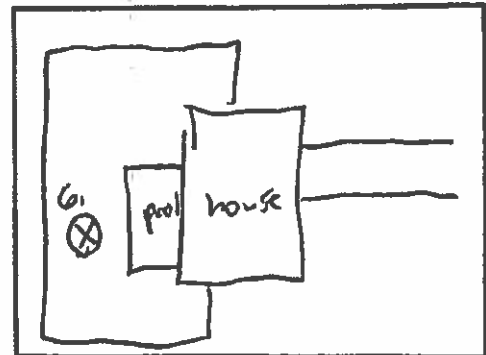
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32766 Date 1/29/23

MAP

Species Carya glabra
DBH 31" Height N/A Spread N/A
Risk Level low medium critical Priority



Reason for Removal

- Root plate lifting
- Lean > 10'
- Lean > 8°
- Compaction / roots cut

David Martin

Arborist # FL-9959A

EXHIBIT “G”



ArborStar

Tree Management Consulting

To Whom it May Concern,

I am writing this letter to bring to your attention the unauthorized removal of six trees located at 1901 Forest Ave in Neptune Beach. I understand that the removal of these trees was carried out without obtaining the necessary permit from the city.

I have received information from the homeowner, the salesperson and the crew involved in the tree removal, and based on their reports, the decision to remove these trees was justified due to various reasons. However, I fully acknowledge that the removal should have been preceded by obtaining the required permit and conducting a formal arborist report, for which I sincerely apologize.

Below, I present a brief summary of the reasons cited as well as visual inspections from the stumps and roots for the removal of each tree:

1. Pignut Hickory (*Carya glabra*) - 26" DBH:

- Large cavity encompassing over 35% of the root crown
- Heavy tip dieback
- Large limbs encroaching on power lines and house drop

2. Water Oak (*Quercus nigra*) - 26" DBH:

- Heavy tip dieback
- Large limbs encroaching on power lines and house drop

- Previous limb failure greater than 6" in diameter

3. Live Oak (*Quercus virginiana*) - 14" DBH:

- Limb dieback
- Root plate beginning to lift the pavers in the firepit area

4. Pignut Hickory (*Carya glabra*) - 22" DBH:

- Heavy root plate lifting, roots and limbs encroaching on lanai/pool enclosure

5. Pignut Hickory (*Carya glabra*) - 24" DBH:

- Heavy root plate lifting, roots and limbs encroaching on lanai/pool enclosure
- Previous limb failure greater than 8" in diameter

6. Pignut Hickory (*Carya glabra*) - 31" DBH:

- Large cavity in the upper canopy greater than 8"
- Multiple co-dominant leads with included bark

I, personally, was not present during the tree removal or the initial consultation with the homeowner as I was out of town at the time. However, I have advised the homeowner on the importance of replanting two live oaks to contribute to the future tree canopy in Neptune Beach. I understand the gravity of not conducting an arborist report prior to the removal, and I would like to assure you that this will not happen again in the future.

In light of the circumstances, I kindly request that any fines that may be imposed due to the unauthorized removal of these trees be

lifted. I assure you that I will take the necessary steps to ensure such an oversight does not occur in the future.

Thank you for your understanding and cooperation in this matter. Please feel free to contact me if you require any further information or if there are any additional steps I need to take to rectify this situation.
904-776-2710

Yours sincerely,

David Martin
ArborStar Tree Care Solutions
Arborist #FL-9959A

A handwritten signature in black ink that reads "David Martin". The script is cursive and fluid, with the first name "David" and last name "Martin" clearly distinguishable.

Trees Count - Stein



Trees Count developed by Texas A&M Forest Service

Powered by Esri. Basemaps provided by ArcGIS Online.

● Critical ● Priority ○ Routine/None

January 29, 2024



ArborStar

Tree Management Consulting

Tree Removal Report

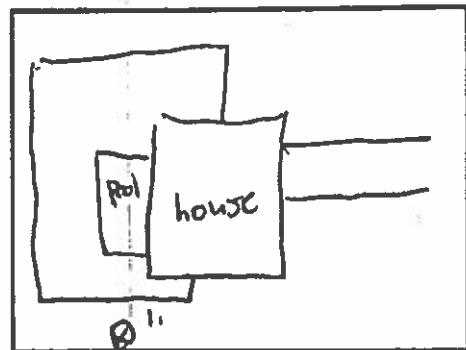
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date ~~3/24/24~~ 1/24/24

MAP

Species Quercus nigra (water oak)

DBH 26" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Heavy tip dieback
- Encroaching house drop (power line)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

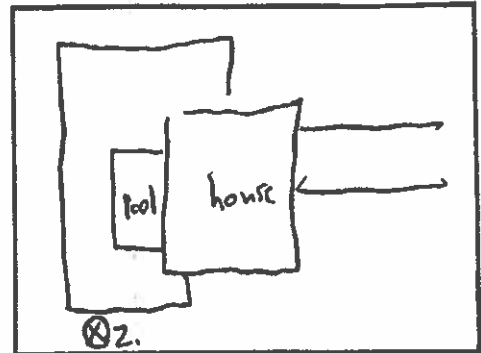
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

MAP

Species Carya glabra (Hickory)

DBH 26" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Large Cavity > 35%
- Overhead Power
- Limb dieback

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

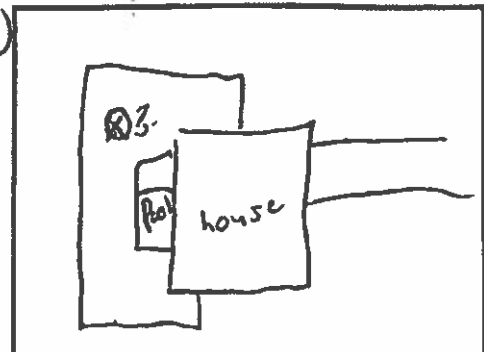
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 37266 Date 1/29/24

MAP

Species Live oak (Quercus virginiana)

DBH 14" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

' Limb die back

' Root plate lifting (pavers)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

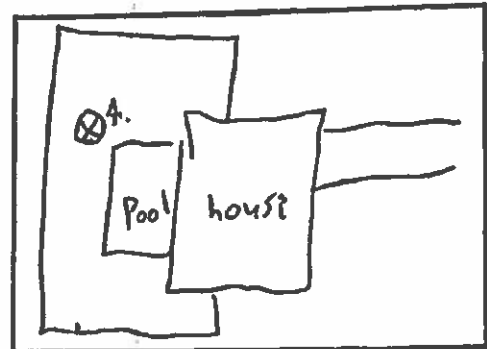
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

Species Carya glabra (Hickory)

DBH Height Spread

Risk Level low medium critical Priority

MAP



Reason for Removal

- Root plate lifting
- 19mm < 10'
- Construction damage (compaction)

David Martin

Arborist # FL-9959A



ArborStar

Tree Management Consulting

Tree Removal Report

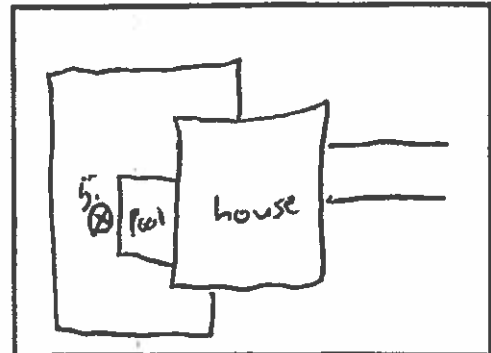
Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32266 Date 1/29/24

MAP

Species Carya glabra

DBH 24" Height N/A Spread N/A

Risk Level low medium critical Priority



Reason for Removal

- Root plate lifting
- Limb < 10'
- Roots cut / compaction

David Martin

Arborist # FL-9959A



ArborStar

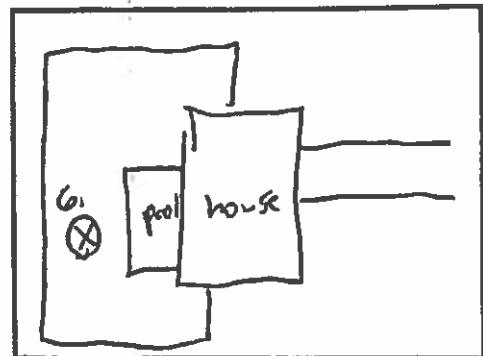
Tree Management Consulting

Tree Removal Report

Name Kurt Stein Address 1901 Forest Ave
Jurisdiction NB Zip Code 32766 Date 1/29/23

MAP

Species Carya glabra
DBH 31" Height N/A Spread N/A
Risk Level low medium critical Priority



Reason for Removal

- Root plate lifting
- Lean > 10'
- Lean > 8°
- Compaction / roots cut

David Martin

Arborist # FL-9959A



Trees Count - Stein

All Trees - sequential order

Tree Id	Collection Date	Latitude	Longitude	Land Use	DBH	Scientific Name	Common Name	Condition	Maintenance Task	Sidewalk
				Site				Public/Private		Overhead/Wire
ud277	1/29/24 4:50 PM	30.3143727	-81.4176356	Residential	26"	<i>Quercus nigra</i>	Water oak	Fair (60% live crown)	Priority Remove	No Conflict
				Front Yard				Public		Present & Conflicting
				Stein				House drop		
ud278	1/29/24 4:51 PM	30.3143454	-81.4176414	Residential	36"	<i>Carya glabra</i>	Pignut hickory	Poor (35% live crown)	Priority Remove	No Conflict
				Front Yard				Public		Present & Conflicting
				Stein				Power Drop		
ud279	1/29/24 4:55 PM	30.3143375	-81.4178912	Residential	24"	<i>Carya glabra</i>	Pignut hickory	Fair (60% live crown)	Priority Remove	No Conflict
				Backyard				Public		None
				Stein						
ud280	1/29/24 5:57 PM	30.3143456	-81.4179537	Residential	14"	<i>Quercus virginiana</i>	Live oak	Fair (60% live crown)	Priority Remove	No Conflict
				Backyard				Public		None
				Stein						
ud281	1/29/24 4:59 PM	30.3143348	-81.4178319	Residential	22"	<i>Carya glabra</i>	Pignut hickory	Good (85% live crown)	Priority Remove	No Conflict
				Backyard				Public		None
				Stein						
ud282	1/29/24 5:00 PM	30.3143888	-81.4178194	Residential	31"	<i>Carya glabra</i>	Pignut hickory	Fair (60% live crown)	Priority Remove	No Conflict
				Backyard				Public		None
				Stein						

Count = 6

The International Society of Arboriculture

Hereby Announces That

David Martin

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



TM

Caitlyn Pollhan
Caitlyn Pollhan
CEO & Executive Director

13 April 2023

30 June 2026

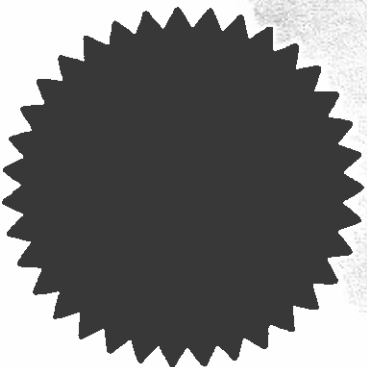
FL-9959A

Issue Date

Expiration Date

Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
PERSONNEL CERTIFICATION
BODY
9941 ISA Certified Arborist®





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

AGENDA ITEM:	Dancin' in the Street Annual Event
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	05/05/2025
BACKGROUND:	This item seeks approval by Council for the 2025 Dancin' in the Street Town Center event which will involve the closure of City streets and a one-day waiver of the City's open container ordinance. The event will be held on Saturday, May 17, 2025, from 11:00 am until 9:30 pm. Pete's Bar and The Local will be participating in this year's event and will obtain Extension of Premises permits for outdoor alcohol sales. The attached conditional approval letter has been carefully drafted with extensive input from the Neptune Beach Police Department regarding security stipulations.
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	Attached is the draft conditional approval letter for the 2025 Dancin' in the Street event. Supplemental documentation includes participant Special Events Applications, signed Hold Harmless Agreements and event site maps.

May 6, 2025

Ms. Patsy Bishop
Town Center Agency, Inc.
109 First Street
Neptune Beach, FL 32266

Mr. Ted Stein
The Local
301 Atlantic Blvd.
Neptune Beach, FL 32266

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

Dear Ms. Bishop, Messrs. Stein and Tilka:

Thank you for seeking permission to conduct the annual Dancin' in the Street event on Saturday, May 17, 2025, from 11:00 am to 9:30 pm. I understand your request includes closing the streets that perimeter the Town Center on May 17th from 5:00 am to 11:00 pm. These streets include Atlantic Blvd. from Second Street to the roundabout and First Street from Atlantic Blvd. to Orange Street. Additionally, you are asking for the closure of the 100 block of Atlantic Blvd. from May 16th to May 18th at Noon for stage setup and breakdown, as well as portalet and tent deliveries.

Further, as requested, you may use the Neptune Beach City Hall Chambers on May 17th for banking purposes. Alcohol is strictly prohibited within the City Hall building and may not be consumed on the premises.

Lastly, your request also includes waiving the open container ordinance for the day to allow alcohol sales by the Beaches Town Center Agency, Inc. within the event's boundaries. Participating establishments, The Local, 301 Atlantic Blvd, Neptune Beach, and Pete's Bar, 117 First Street, Neptune Beach, must secure temporary extension of premises permits from the ABT Licensing District Office to allow for outdoor alcohol sales.

By way of this letter, the City of Neptune Beach is conditionally granting permission for this event. Conditions are as follows:

- 1) Must meet and adhere to all rules established by the City Manager's Office of the City of Neptune Beach
- 2) **Proof of liability for at least \$1 million naming the City of Neptune Beach as additional insured must be provided no later than 72 hours prior to the event**
- 3) A contact name and number of a person in a position of responsibility must be provided for the event (*on file*).

- 4) Must adhere to all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government, except the open container ordinance within the festival perimeter.
- 5) Noise, such as microphones, bullhorns, amplified music, etc., must be kept to a minimal level and shall not be used before 9:00 am or after 9:30 pm.
- 6) Participants are prohibited from bringing coolers, backpacks, or alcoholic beverages into the event area.
- 7) Signage must be posted notating prohibited items that are visible before entry points and in the outer Town Center vicinity.
- 8) The event perimeter shall be secured utilizing break-away/crowd control fencing.
- 9) Bicycle racks must be provided on 1st Street between Cherry Street and Orange Street. (Bike Rack Fencing)
- 10) No bicycles, skateboards, or pets/animals are permitted within the event perimeter.
- 11) Promoter must hire TWENTY (20) Off-Duty Police Officers at \$75.00 per hour.
- 12) Town Center Staff must be actively available from the time of street closures until the streets reopen and all personnel have been compensated as agreed. The Town Center must provide a volunteer or staff member at each entrance gate.
- 13) The Town Center Agency must hire at least FOUR (4) off-duty Florida-licensed paramedics. In addition to standard medical equipment, paramedics must be equipped with JFRD med coms and AEDs.
- 14) The Promoter must provide traffic control devices determined necessary to close streets and control area traffic, inclusive of the following:
 - i. **Cones**
 - ii. **Local Traffic Signs**
 - iii. **Road Closed signs**
 - iv. **Bike Racks**
 - v. **Break-away perimeter fencing**
 - vi. **Parking Areas security policy signage**
- 15) Promoter must coordinate with partner businesses to use colored armbands consistent with those being used at the event's points of sale for alcoholic beverages
- 16) The Promoter must contract with a State of Florida-licensed security company to provide a minimum of two (2) uniformed security officers at each entry/exit gate. A security company representative must complete a venue walk-through with the police department one week prior to the event.
- 17) The Security Officer's duties shall include, but are not limited to:
 - i. **Access Control at all entry gates- Bag Searches**
 - ii. **Must have a "Metal Detection Wand" at each access gate for mandatory searches of all patrons entering the event**
 - iii. **I.D. checks for over 21 at token/wristband locations.**
 - iv. **Security Officers must be equipped with a 2-way radio.**

- 18) The Beaches Town Center Agency shall provide staff to regularly bag and remove debris and refuse during the event. The Beaches Town Center Agency shall also be required to provide trash bags and temporary trash receptacles placed throughout the venue.
- 19) Town Center vendors, volunteers, and event staff shall not consume alcoholic beverages.
- 20) Event vendors and coordinators must adhere to the following event fire code requirements:
- a. Generators and other internal combustion power sources shall be separated from temporary membrane structures and tents by a minimum of 5 feet and shall be protected from contact by fencing, enclosure, or other approved means.
 - b. Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when not in use.
 - c. A minimum of one portable fire extinguisher with a rating of not less than 2-A:10-B: C shall be provided. (BORA requires a 40-B: C extinguisher, see below)
 - d. All tent fabric shall meet the flame propagation performance criteria contained in Test Method 2 of NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.
 - e. Adjacent tents shall be spaced to provide an area to be used as a means of emergency egress.
 - f. Smoking shall not be permitted in any tent unless approved by the authority having jurisdiction.
 - g. Mobile or temporary cooking operations shall be separated from buildings or structures, combustible materials, vehicles, and other cooking operations by a minimum of 10 ft.
 - h. Mobile or temporary cooking shall not take place within tents occupied by the public.
 - i. Seating for the public shall not be located within any mobile or temporary cooking vehicle.
 - j. Mobile or temporary cooking operations shall not block fire department access roads, fire lanes, fire hydrants, or other fire protection devices and equipment.
- 21) Areas used must be free of debris when the event is completed.
- 22) No mechanical, motorized, or electric fair/carnival rides are permitted.
- 23) The use of THREE (3) stages shall be used only at designated areas:
- i. 100 blk of Lemon Street, Southside of the roadway 20'x16**
 - ii. "The Local" Parking Lot/301 Atlantic Blvd 20'x16'**
 - iii. Atlantic Blvd Endzone 38'x16'**
- 24) The City assumes no liability for any accident or injury that may occur during the event, and your organization will hold the City harmless should any occur.
- 25) Failure to abide by any of the conditions set forth could result in the event being shut down at any time.

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

Sincerely,

Richard J. Pike
City Manager

cc: Michael J. Key, Jr., Chief of Police, Neptune Beach Police Department
Liam Toal, Commander, Neptune Beach Police Department
Gary Stucki, Commander, Neptune Beach Police Department
Dustin Kamppi, Sergeant, Neptune Beach Police Department
Heather Whitmore, Community Development Director, City of Neptune Beach
Deryle Calhoun, Public Works Director, City of Neptune Beach

MAR12'25 RCVD



Mr. Richard Pike
116 First Street
Neptune Beach, FL
32266

March 11, 2025

Dear Mr. Pike

The Beaches Town Center Agency annual event "Dancin' in the Street" is planned for Saturday, May 17, 2025. The festival hours are 11:00 AM to 9:30 PM. I am asking permission to close the streets that perimeter Beaches Town Center on May 17 from 5:00AM to 11:00 PM. These streets include Atlantic Blvd starting at Second Street to the roundabout and First Street from Atlantic Blvd to Orange Street. I am also requesting the 100 block of Atlantic Blvd to close on May 16 to May 17 at noon for the crew to do stage setup and breakdown. I would appreciate the use of the City Council chambers on May 17 for banking purposes.

I am asking for the City of Neptune Beach to waive the open container ordinance for the day to allow alcohol sales by the Beaches Town Center Agency Inc.

We will be employing private security along with the Neptune Beach Police and Atlantic Beach Police Departments to ensure a safe environment for the festival. I will meet with City Officials & Police Representatives again in March.

I am employing Atlantic Beach Public Work Employees for clean up & I am requesting use of city garbage cans and a large dumpster.

I look forward to the 38th annual Dancin' in the Street with the music, art show, food booths and kid's zone. Thank you for your help and support. Please call with any questions at 246-9133.

Sincerely,

109 First Street Neptune Beach, FL. 32266



Hold Harmless Agreement for Special Events

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

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

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

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

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

Applicant Name (Print) Patsy Bishop

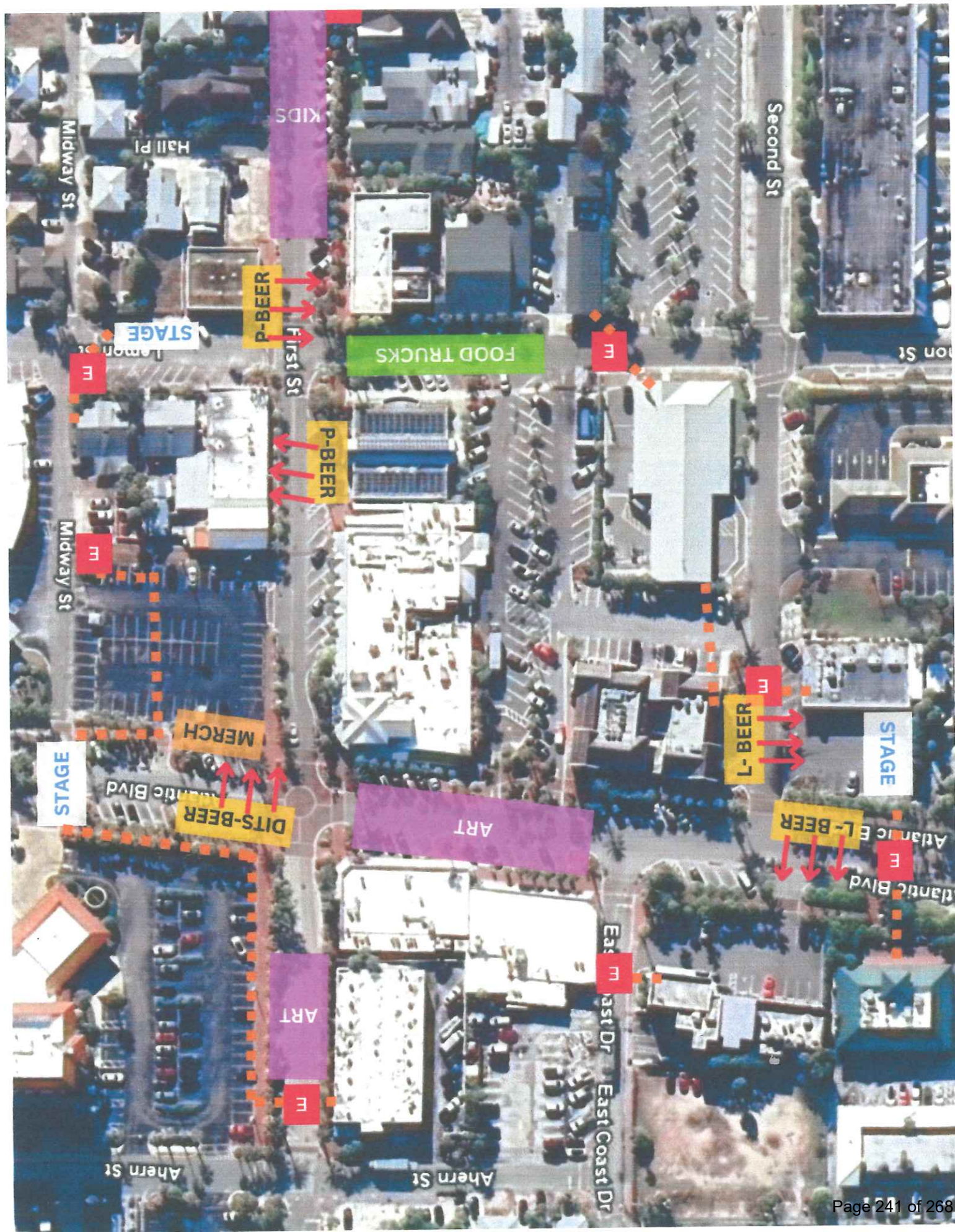
Contact Phone Numbers:

CELL 904-485-0188 WORK 904-246-9137

Signature of Applicant

Date 3/16/2025

Patsy Bishop





#2025-00260

Food Truck/Mobile Vendor/Special Events Application

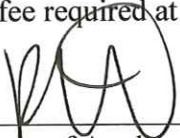
Please attach the following information with your application (subject to change):

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

Applicant Name: <u>Peter Bar</u>	Applicant Phone Number: <u>904-465-5200</u>
Applicant Address: <u>117 1st St Neptune FL 32206</u>	Applicant Email: <u>rcfika@gmail.com</u>
Property Owner: <u>Robert Tika</u>	Property Owner Phone Number: <u>904-465-5200</u>
Property Owner Address: <u>3948 3rd St. S. #373</u>	
City: <u>Jacksonville Beach</u>	State/Zip: <u>FL 32250</u>
Property Owner Email: <u>rcfika@gmail.com</u>	
Description of Event: <u>Dancing in the streets</u>	
Address of Event: <u>117 1st St Neptune Bch FL 32206</u>	Date(s) of Event: <u>5/17/25</u>
Event Time(s): <u>11:00 AM - 1:45 PM</u>	Event Sponsor Name (if different from property owner) and Contact Person: <u>Beach Town Center</u>
Event Sponsor Address: <u>3948 3rd St. S. #373 Jax Bch FL 32250</u>	
Event Sponsor Email: <u>rcfika@gmail.com</u>	

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

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

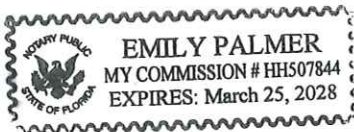
 3/27/25
Signature of Applicant Date

 3/27/25
Signature of Property Owner Date

State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 27 day of March, 2025
Robert TILKA who is personally known to me



or has presented _____, as identification.


Notary Public

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



Hold Harmless Agreement for Special Events

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

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

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

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

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

Applicant Name (Print) ROBERT TILKA

Contact Phone Numbers:

CELL 904 465 5280

WORK N/A

Signature of Applicant [Signature]

Date 2/27/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2025

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 500 Jacksonville FL 32256		CONTACT NAME: Jolene Bullock PHONE (A/C, No, Ext): (904) 565-1952 E-MAIL ADDRESS: Jolene.Bullock@bbrown.com FAX (A/C, No): (904) 565-2440	
INSURED Pierre's, LLC, DBA: Pete's Bar 3948 S. 3rd Street #373 Jacksonville Beach FL 32250		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25895	

COVERAGES

CERTIFICATE NUMBER: 25 Dancin' in the Street

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		SE1148699	05/17/2025	05/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ *
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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	Liquor Liability	Y		SE1148699	05/17/2025	05/19/2025	Liquor Aggregate Limit \$2,000,000 Each Common Cause \$1,000,000

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

City of Neptune Beach is included as additional insured on the General Liability and Liquor Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Neptune Beach 116 First Street 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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Pierre's, LLC, DBA: Pete's Bar
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

*Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products



#2025-00260
(a)

Food Truck/Mobile Vendor/Special Events Application

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

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

Applicant Name: Ted Stein	Applicant Phone Number: 904-510-6016
Applicant Address: 301 n Atlantic Blvd Jacksonville Fl. 32266	Applicant Email: bnewell@roostrg.com
Property Owner: Huron Sophia LLC	Property Owner Phone Number: 904-733-1202
Property Owner Address: 3733 w university blvd suite 204	
City: Jacksonville	State/Zip: Fl. 32217
Property Owner Email: hdh325@bellsouth.net	
Description of Event: Dancing in the Streets we are participating as a food and spirits vendor.	
Address of Event: 301 n atlantic blvd Neptune Beach Fl. 32266	Date(s) of Event: 05/17/25
Event Time(s): 10am to 10pm	Event Sponsor Name (if different from property owner) and Contact Person:
Event Sponsor Address:	
Event Sponsor Email:	

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

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

Signature of Applicant

Huron Sophia LLC

BY: Harold D. Helwig
Signature of Property Owner

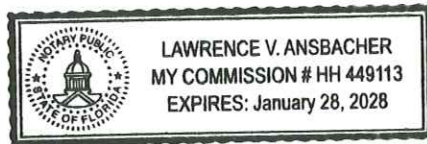
Date

4/7/25

Date

4/7/25

State of Florida
County of Duval



(Notary Seal)

Subscribed and sworn to before me on this 7th day of April, 2025

by Ted Spencer and Helen Helwig who is personally known to me
for managers of Huron Sophia LLC

or has presented Michael Dreiss, as identification.

[Signature]
Notary Public

Official Use Only

☐ APPROVED w/ CONDITIONS:

☐ DENIED:

Signature:

Date:



Hold Harmless Agreement for Special Events

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

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

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

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

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

Applicant Name (Print) Robert Newell Jr.

Contact Phone Numbers:

CELL 904-510-6016

WORK

904-510-6016

Signature of Applicant 

Date

4/7/25



5/17/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2025

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 Wellhouse Company, LLC 1 Independent Drive Suite 3125 Jacksonville FL 32202		CONTACT NAME: Kerrie Kenna, PIAM, CPIW PHONE (A/C, No, Ext): (904) 256-9481 FAX (A/C, No): (904) 372-1860 E-MAIL ADDRESS: kkenna@wellhousecompany.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Southern-Owners Insurance Company	
		INSURER B: Zenith Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24/25B **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			78868702	06/13/2024	06/13/2025	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			78868702	06/13/2024	06/13/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB			52868708	06/13/2024	06/13/2025	EACH OCCURRENCE	\$ 1,000,000
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE	\$ 1,000,000
	☐ CLAIMS-MADE							\$
	DED ☒ RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z137917504	09/11/2024	09/11/2025	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Liquor Liability			78868702	06/13/2024	06/13/2025	Each Common Cause	\$ 1,000,000
							Aggregate	\$ 2,000,000

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

RE: Date - 5/17/25, Event - Dancing In The Streets Festival

CERTIFICATE HOLDER**CANCELLATION**

City of Neptune Beach 116 First Street 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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**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Resolution No. 2025-09 , Resolution for Assistance under the Florida Inland Navigation District Waterways Assistance Program – Hopkins Creek Kayak Launch
SUBMITTED BY:	Colin Moore, Parks and Sustainability Director
DATE:	4/30/25
BACKGROUND:	As part of the City of Jacksonville Hopkins Creek Regional Stormwater Improvement project, the COJ design team identified sufficient right of way on Forest Avenue to add a kayak launch facility. Currently, the City of Neptune Beach has no public water access to the Intracoastal Waterway (ICW). A kayak launch facility was one of the most desirable items that residents mentioned during the public workshop process of the Neptune Beach Community Vision Plan. This project would add a shoreline launch to a scenic and calm stretch of Hopkins Creek that connects to the ICW. Actual construction is estimated to be completed in Spring 2027. As the kayak launch was not originally in the construction scope of the stormwater project, the COJ Waterfront Project Manager suggested CONB apply to the Florida Inland Navigation (FIND) Waterways Assistance Program (WAP) which provides a 50% cost share for waterway improvement projects. As part of the grant application package, an Official Resolution from the Agency Governing Board is required.
BUDGET:	Up to \$55,000 (to be included in proposed Parks and Sustainability FY 25-26 Capital Improvement Budget)
RECOMMENDATION:	Adopt Resolution authorizing application to FIND for \$55,000 of the total estimated project cost of \$110,000
ATTACHMENTS:	• Resolution for Assistance • Hopkins Creek Kayak Launch FIND WAP Application Package

RESOLUTION NO. 2025-09

ATTACHMENT E-5

RESOLUTION FOR ASSISTANCE 2025 UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of Neptune Beach is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of City of Neptune Beach
and the State of Florida:

Project Title Hopkins Creek Kayak Launch

Total Estimated Cost \$ \$110,000.00

Brief Description of Project: Construct a new launch facility

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of Neptune Beach
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of Neptune Beach
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50 % of the
actual cost of the project in behalf of said City of Neptune Beach
(Name of Agency)

AND, be it further resolved by the City of Neptune Beach
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

(1)

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____

City of Neptune Beach_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the **City of Neptune Beach**_____ at a legal meeting
(Agency Governing Board)
held on this _____ day of _____ 20____.

Attest

Signature

Title

Title

(2)

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	Hopkins Creek Kayak Launch
Applicant:	City of Neptune Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)		_____
2. Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)	☒	☐
3. Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)	☒	☐
4. Project Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) (Must be on District form)	☒	☐
5. Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	☒	☐
6. County/City Location Map	☒	☐
7. Project Boundary Map	☒	☐
8. Clear and Detailed Site Development Plan Map	☒	☐

Continued on Next Page

- | | <u>YES</u> | <u>NO</u> |
|--|-----------------------|----------------------------------|
| 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6) | ☐ | ☒ |
| 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page) | ☐ | ☒ |
| 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects) | ☐ | ☒ |

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Colin Moore

Parks and Sustainability Director

Print Liaison Name

Title

3/28/25

Liaison Signature

Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of Neptune Beach	Department: Parks and Sustainability
Project Title: Hopkins Creek Kayak Launch	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Colin Moore	Email: cmoore@nbfl.us
Grant Liaison: (If Different from Director)	Email:
Mailing Address: 116 First St	
City: Neptune Beach FL	Zip Code: 32266
Phone Number: 904-749-0067	
Project Address: Forest Avenue @ Hopkins Creek, Neptune Beach FL 32266	
Requested FIND Funding:	\$55,000.00
Eligible Matching Funds Amount:	\$55,000.000
Match Percentage:	50%
Total Project Costs:	\$110,000.00
Applicant's Funding Source:	The City will match from FY 25-26 Capital Improvement Budget

Colin Moore

Applicant Signature Certifying the Above Information

Print Name

Project Summary: Maximum 200 Words

As part of a culvert replacement project, the design team identified sufficient right of way on Forest Avenue to add a kayak launch facility. Currently the City of Neptune Beach has no public water access to the Intracoastal Waterway (ICW). This project would add a shoreline launch to a scenic and calm stretch of Hopkins Creek that connects to the ICW.

1. Priority Category:

- a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

7. Development of public boat ramps and launching facilities

- b) Explain how the project fits into this priority category

This project involves a new kayak launch facility for public use.

- c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

This project would increase access to the District's waterways. Hopkins Creek connects directly to the ICW. There are currently not any recreational facilities on Hopkins Creek or the stretch of the ICW adjacent to the City of Neptune Beach.

2. Ownership of Project Site:

Own ☒ Leased ☐ Other ☐

If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site?

Yes ☐ No ☒

4. If yes, please list the project name, number and funding amount received:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

0 boat ramps, 0 boat slips, 0 parking spaces, 0 linear feet of boardwalk

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

This project would add one launch to Hopkins Creek. Estimate would be 8 users/weekday and 16 on weekends.

7. Public Usage & Benefits:

- a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

Currently there is no public access to the District's waterways from the City of Neptune Beach. Duval County has a Waterway Activation Initiative that encourages development of water access facilities. This project would provide access in the middle of a 3-mile stretch of the ICW between similar facilities in Atlantic Beach to the north and Jacksonville Beach to the south.

- b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

Lack of public access to the Intracoastal waterways for kayaking and fishing was a key issue identified in a recent Neptune Beach Community Vision Plan. A kayak launch facility was one of the most desirable items that residents mentioned during the public workshop process for that Vision Plan.

- c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project provides another public access launch for the Duval County Waterway Activation Initiative. It also adds another launch point to the area of the ICW covered in the Jacksonville Intracoastal Salt Marsh Paddling Guide.

- d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

No

8. Fees & Maintenance:

Are there any fees associated with the use of this facility?

Yes ☐

No ☒

If answered Yes:

a) List or provide a fee schedule.

N/A

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

N/A

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

N/A

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

Kayak launch and surrounding area will be maintained by the City of Neptune Beach Public Works department

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District	Y		
Dept of Environmental Protection			
USACE	Y		

10. a) Construction

This question is to be answered only if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

This project will involve a stabilized shoreline area for launching kayaks. The footprint areas will be cleared and new permeable surfacing installed. The goal is to keep the area as natural as possible while protecting the shoreline from erosion. Permitting will be applied for at the same time as the associated culvert replacement project. The design life of the project and proposed materials is 25+ years. Beacuse the surfacing is permeable surge and hurricane impacts should be minimal.

ATTACHMENT E-3

Waterway Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Hopkins Creek Kayak Launch
Applicant:	City of Neptune Beach

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
Mobilization, site prep & clearing	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00
Shoreline stabilization & enhancements	\$ 70,000.00	\$ 35,000.00	\$ 35,000.00

**TOTALS =	\$ 110,000.00	\$ 55,000.00	\$ 55,000.00
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ATTACHMENT E-4
Waterways Assistance Program FY2025
PROJECT TIMELINE

Project Title:	Hopkins Creek Kayak Launch
Applicant:	City of Neptune Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Grant Received October 2025

Grant Executed January 2026

Bid and Award Contract June 2026

Contract Execution July 2026

Construction Start September 2026

Project Completed March 2027

Grant Close Out May 2027

6. County/City Location Map



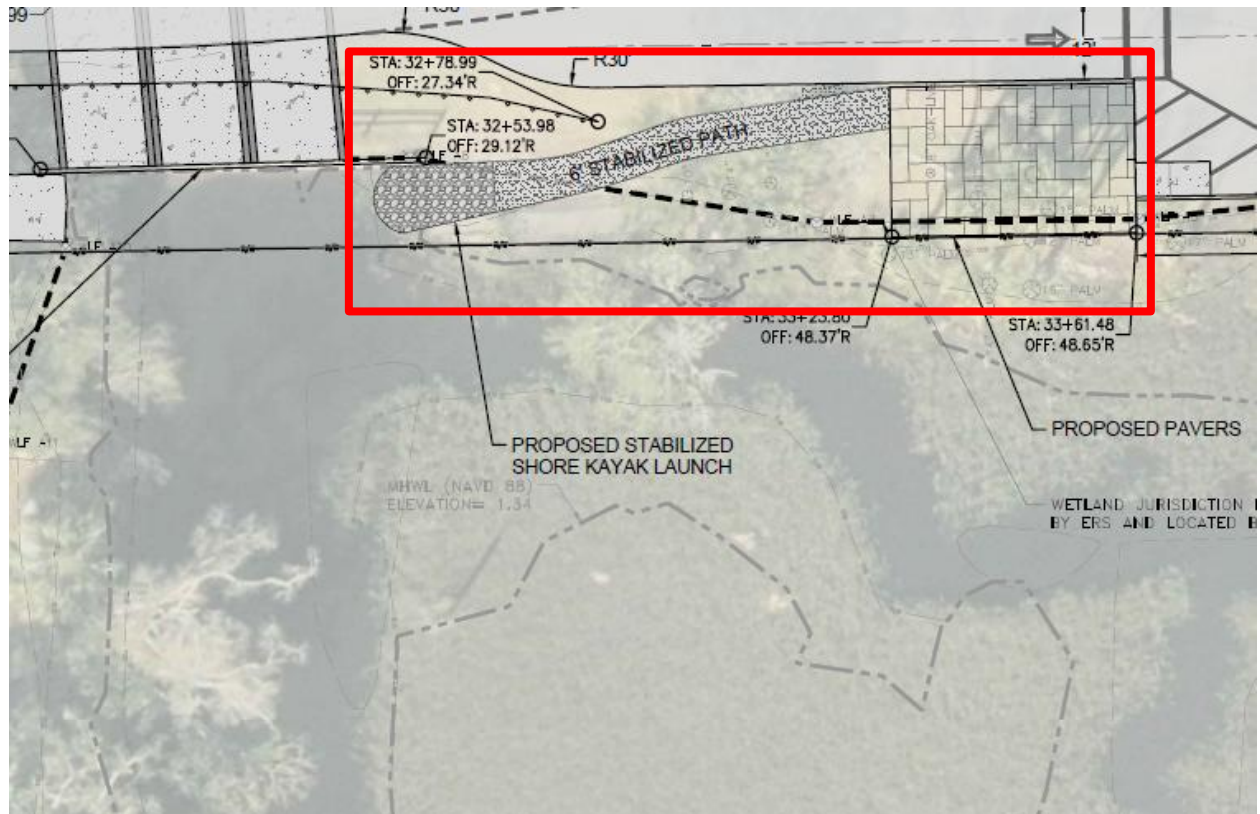
★ Hopkins Creek Kayak Launch

7. Project Boundary Map



★ Hopkins Creek kayak Launch

8. Site Development Plan



Hopkins Creek Kayak Launch