



AGENDA
Special & Regular City Council Meeting
Wednesday, September 3, 2025, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
- PH 2. ORDINANCE NO. 2025-12, ADOPTING A TENTATIVE MILLAGE RATE, FIRST READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Adopting a Tentative Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; Providing an Effective Date p. 4
- PH 3. ORDINANCE NO. 2025-13, ADOPTING A PROPOSED BUDGET, FIRST READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Adopting a Proposed Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026; Providing an Effective Date p. 7
4. ADJOURN

REGULAR CITY COUNCIL MEETING IMMEDIATELY FOLLOWING THE ABOVE BUDGET MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES:
 - August 4, 2025, Budget Workshop
 - August 4, 2025, Regular City Council Meeting
 - August 18, 2025, Budget Workshop
 - August 18, 2025, Special City Council Meeting
 - August 18, 2025, Workshop City Council Meeting
 - August 18, 2025, Town Hall Council Meetingp. 55
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT p. 71
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. **V25-05**: Application for variance as outlined in Chapter 27, Article III, Division 8 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for property 1102 and 1112 Third Street, Neptune Beach, Florida (RE: Parcels 172851-0000 and 172852-0000). The applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150-foot front yard maximum setback in lieu of the required 25-foot yard maximum setback. The property is in the C-1 zoning district. p. 77

- B. **SE25-01**: Application for Special Exception as outlined in Chapter 27 Article III Division 9 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicants are requesting a special exception for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking for an office. The property is in the C-1 zoning district.
- C. **DP25-01**: Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a Development Plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the C-1 zoning district.

8. ORDINANCES

- PH* A. ORDINANCE NO. 2025-15, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration By Enacting Section 2-256, by Allowing for Creation of Non-Profit Business Entities; Providing Codification, Conflicts, Severability, and Providing An Effective Date p. 198

- PH* B. ORDINANCE NO. 2025-16, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending And Revising Chapter 27; By Revising Article XIII, Parking And Loading, Section 27-541, Payment In-Lieu of Providing Off-Street Parking in the Central Business District; and by Creating Section 27-481, Establishing Procedures For Entering Into Leases with Businesses for Utilizing City Parking Spaces for Dumpsters and Other Uses; Providing Severability; Providing for Repeal of Laws In Conflict; and Providing for an Effective Date p. 213

9. OLD BUSINESS / NONE

10. NEW BUSINESS

- A. RESOLUTION NO. 2025-17, A Resolution of the City Council of the City of Neptune Beach, Florida, Establishing Payment In-Lieu of Providing Off-Street Parking in the Central Business District and Providing An Effective Date p. 223
- B. Consideration of Approval of Memorandum of Understanding between the City of Neptune Beach and Northeast Florida Public Employees Local 630 p. 225
- C. Consideration of Approval of Employment Agreement between the City of Neptune Beach and City Clerk p. 295

11. COUNCIL COMMENTS

12. ADJOURN

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

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

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

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

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

**Special Meeting
Agenda Item #2
FY26 Tentative Millage Rate**



INTRODUCED BY:

ORDINANCE NO. 2025-12

MAYOR CORI BYLUND, VICE MAYOR NIA LIVINGSTON, COUNCILOR TIM HORVATH, COUNCILOR BRENT ROGERS, COUNCILOR JOSH MESSINGER

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING TENTATIVE MILLAGE RATE AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; SETTING FORTH CERTAIN INFORMATION REGARDING "ROLLED-BACK RATE"; DIRECTING THE CITY MANAGER TO ADJUST THE ADOPTED MILLAGE RATE IN THE EVENT OF CHANGES IN THE ASSESSMENT ROLL AND TAXABLE VALUE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach will hold a public hearing on the tentative budget and proposed millage rate for the 2025-2026 fiscal year, and will adopted a tentative budget and proposed millage rate necessary to fund the tentative budget; and

WHEREAS, the City of Neptune Beach proposed by separate ordinance to finally adopt a budget and make appropriations for various funds for the City of Neptune Beach for fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, the budget as proposed will require revenues be raised and collected by ad valorem tax levy.

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

SECTION 1. Revenues shall be raised and collected for the City of Neptune Beach by ad valorem taxes for fiscal year beginning October 1, 2025, and ending September 30, 2025, as follows:

- A. There is hereby levied on all nonexempt property within the City of Neptune Beach an ad valorem tax of 3.3656 mills for operational purposes, and an ad valorem tax of 0.0000 mills for debt service, making a total of 3.3656 mills.

- B. Such millage shall be levied upon the dollar amount of the assessed valuation of all nonexempt taxable property in the City of Neptune Beach as returned by the Duval County Property Appraiser as shown in the 2025 assessment roll for the City, allowing homestead and other lawful exemptions. All such taxes so specified and levied are ordered extended upon the assessment roll to show the tax attributable to all taxable property, and shall be collected by the Duval County Tax Collector as provided by law.

SECTION 2. The ad valorem taxes hereby levied are for the purpose of raising funds, revenues and monies to be used, set aside, and exempted for the functions and purposes of the municipal government of the City of Neptune Beach pursuant to the provisions of the City Charter and the laws of the State of Florida.

SECTION 3. The following information is set forth as required by Section 200.065(2)(d), Florida Statutes;

- A. As to the entire City of Neptune Beach, the millage rate levied herein is 5.39 percent more than the "rolled-back rate," 3.1934, which represented the "percentage increase in property taxes" according to the characterization ascribed to said percentage by Florida law.

SECTION 4. Pursuant to Section 200.065(6), Florida Statutes, the City Manager is hereby authorized to adjust the adopted millage rate set forth herein if the taxable value within the jurisdiction of the City of Neptune Beach as certified by the property appraiser is at variance by more than one percent with the taxable value shown on the assessment roll to be extended, such that the taxes are computed by applying the adopted rate against the certified taxable value are equal to the taxes computed by applying the adjusted adopted rate to the taxable value on the roll extended, except that no adjustment shall be made to levies required by law to be a specific millage amount. The City Manager shall certify to the property appraiser of the aggregate change in the assessment roll and taxable value, if any, from that certified.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption by the City Council.

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

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

Passed on First Reading this ____ day of _____, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved as to form and contents:

Paul Waters, City Attorney

**Special Meeting Agenda
Item #3
FY26 Proposed Budget**

INTRODUCED BY:



ORDINANCE NO. 2025-13

MAYOR CORI BYLUND, VICE MAYOR NIA LIVINGSTON, COUNCILOR TIM HORVATH, COUNCILOR JOSH MESSINGER, COUNCILOR BRENT ROGERS

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A PROPOSED BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach will hold a public hearing on its proposed millage rate and its tentative budget for the 2025-2026 fiscal year, and adopt a tentative budget and proposed millage rate necessary to fund the tentative budget; and

WHEREAS, a further public hearing will be held to adopt a final millage rate and to adopt a final budget.

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

SECTION 1. The budget for the City of Neptune Beach as attached, marked Exhibit "A", is hereby adopted as the proposed budget for fiscal year beginning October 1, 2025, and ending September 30, 2026.

SECTION 2. Funds are hereby appropriated in accordance with the City Charter as set forth in the proposed budget adopted above.

SECTION 3. The City Council may amend this budget in order to make any appropriations, transfers, authorizations, or adjustments by adoption of a Resolution.

SECTION 4. All funds appropriated for the 2024-2025 fiscal year which are encumbered, but unexpended as of the last day of the fiscal year, shall be deemed re-appropriated for the same purpose for the 2025-2026 fiscal year.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption, but the budget adopted hereby shall take effect as of October 1, 2025.

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

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

Passed on First Reading this ____ day of _____, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved as to form and contents:

Paul Waters, City Attorney

EXHIBIT A

City of Neptune Beach, Florida

**PROPOSED BUDGET
FISCAL YEAR 2025-2026**

City of Neptune Beach, Florida

Elected Officials

Cori Bylund – Mayor

Nia Livingston – Vice Mayor

Tim Horvath – Councilor

Brent Rogers – Councilor

Josh Messinger – Councilor

Appointed Officials

City Manager – Richard J. Pike

City Attorney – Paul Waters

City Clerk – Catherine B. Ponson, C.M.C.

Appointed by City Manager/Confirmed by City Council

Chief of Police – Michael J Key, Jr.

Chief Financial Officer – Jaime F. Hernandez

Chief Information Officer – Ricardo Pizarro

Public Works Director – Deryle Calhoun, Jr., P.E.

Community Development Director – Heather Whitmore, AICP, PTP

Senior Center Director – Leslie Lyne

Parks and Sustainability Director – Colin Moore

Background

The City of Neptune Beach was organized under Section 6 of Chapter 15356 Laws of Florida, 1931 and is currently governed as a municipal corporation under the Home Rule Charter of the City of Neptune Beach, Florida adopted by Laws of Florida Chapter 88-481, effective October 1, 1988.

Since 1989, the City has operated under an elected Mayor-Council form of government. The City Council is responsible for enacting the ordinances and resolutions that govern the City. The Mayor presides over public meetings and ceremonial events. The Council appoints the City Manager as the Chief Executive Officer; the City Manager is charged with the enforcement of all ordinances and resolutions passed by the Council. Department heads for Public Safety, Public Works and Finance are recruited by the City Manager. By special referendum the City Clerk became an appointed position in October 1999. The City Clerk is appointed by the City Council and serves as Clerk to the Council and is charged with the custody of all public records.

The City of Neptune Beach is located on Duval County's barrier island, adjacent to the Atlantic Ocean. The structure of government with the consolidated City of Jacksonville (Duval County) makes an uncommon relationship between the City of Neptune Beach and its county government. As an entity, the City of Neptune Beach exists as approximately 2.25 square miles bounded on the east by the Atlantic Ocean, the west by the Intra-Coastal Waterway, the north by Atlantic Beach and the south by Jacksonville Beach.

Since its inception in 1931, the City of Neptune Beach has grown to have a population of approximately 7,500. That growth is nearing its maximum capacity due to build-out of all available land. Less than 5% of the City's area is non-residential. A portion of that 5% includes two schools and six churches within the City limits.

Lacking industrial development, the limited commercial district is primarily retail, with restaurants occupying a considerable percentage of the commercial base. Neptune Beach is primarily a residential community. Tourism is minimal due to the residential character of the city and limited hotel accommodation. Town Center, the central business district joining Atlantic Beach and Neptune Beach at Atlantic Boulevard and the ocean, was completed in fiscal year 2001 transforming parking, lighting, landscaping, and brick-laid walkways.

The overall economic outlook for the City of Neptune Beach continues to mirror the economy of Florida.

General Budgetary Principles

The annual budget is the primary financial planning tool for the City. It sets forth management's estimate of available resources and describes the way in which those resources will be expended. Like any plan, the budget is carefully monitored throughout the year to identify and address material variances. Since no plan can accurately predict all future events, management must have sufficient flexibility to adjust during the year without altering the general intent of the City Council as reflected in the adopted budget. The rules set forth below are intended to provide that control and flexibility.

- Formal budgetary integration is employed as a management control device during the year for the General Fund and the Special Revenue Funds. Formal budgetary integration is not employed by Debt Service or Enterprise Funds.
- The City maintains the legal level of budgetary control at the fund level in the General Fund and for all other governmental funds. Total expenditures for each fund may not exceed appropriations without approval by Council.
- The City Manager is authorized to transfer budgeted amounts between accounts within a fund at any time during the year. The City Manager may transfer unencumbered appropriate balances among line items within one department, or between departments within the same fund, provided that such transfer does not exceed the total appropriation for that fund.
- If uncontrollable circumstances cause deviations from budget in an amount greater than that which can be remediated through line-item transfer, flexibility and relief are provided by budget amendment procedures established by Florida Statutes. These statutes give the City Council the authority to adopt a budget and modify it as necessary during the fiscal year.
- The city also maintains an encumbrance accounting system to assist in budgetary control. At year-end, outstanding encumbrances are recorded as reservations of fund balance.

FUNDS

A fund is a fiscal and accounting entity with a self-balancing set of related accounts recording cash and other financial resources, related liabilities, residual equity or fund balance, and any changes therein, that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses the fund accounting system to make it possible for the City of Neptune Beach to both:

- Presents fairly and with full disclosure the funds and activities in conformity with generally accepted accounting principles (GAAP), and
- Determine and demonstrate compliance with finance-related legal and contractual requirements.

There are three broad categories of funds: governmental funds, proprietary funds, and fiduciary funds. Within each of the three categories, the individual funds are further categorized by fund type. The City uses all the categories of funds just described.

GASB Statement No. 54, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments, sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise funds combined for the determination of major funds. Governmental and enterprise funds, which do not meet the criteria for reporting as major funds, are designated as nonmajor.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains twelve individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and the better Jacksonville half-

cent tax fund, which are major funds. Data from the other ten governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for all funds. Budgetary comparison schedules have been provided for all governmental funds to demonstrate compliance with the budget.

Mayor Governmental Funds:

General Fund: The General Fund is used to account for the resources devoted to financing the general services the City performs for its citizens, such as police, building and zoning, maintenance of streets and roads, and other services. Property taxes, sales taxes, franchise fees, fines and other sources of revenue used to finance the fundamental operations of the City are included in the General Fund. The General Fund is also charged with all the costs of operating for the government for which a separate fund has not been established. The financial resources of the General Fund are expended on current operations. Debt service and large capital projects are recorded in the Debt Service Fund and Capital Projects Fund respectively.

Better Jacksonville Half-Cent Tax Fund: The Better Jacksonville Half-Cent Tax Fund is the Duval County Gas Tax revenues to be used to support capital outlay projects and maintenance of local roads and drainage systems. This includes public transportation, maintenance of roadways, rights-of-ways, drainage systems, street lighting, bridge maintenance, traffic engineering, signs, pavement markings, equipment, structures for the storage of equipment, supporting personnel costs for maintenance of city streets and rights of way, and debt service on projects related to the above programs.

Non-Mayor Governments Funds:

The city combines all non-major governmental funds into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report. Police Education Fund, CDBG Fund, Convention Development Fund, Local Option Gas Tax, Radio Communication Trust Fund, Better Jax ½ Cent Tax, Holiday Decoration Fund, Street Improvement Fund, and Capital Improvement Funds.

Special Revenue Funds: As previously mentioned, the city maintains ten (10) small governmental funds. These funds are categorized as Special Revenue Funds. A special revenue fund is a fund that is used by government entities to accumulate proceeds from certain revenue sources whose use is restricted to specific purposes or activities. The primary reason for establishing such a fund is to demonstrate [accountability](#) and transparency when tracking cash inflows and outflows for special purposes. Through a special revenue fund, the government ensures it maintains the accountability of specially allocated funds.

Under GASBS 54, restricted or committed resources should continually comprise a large part of the reported inflows in the special revenue fund. The government may also report other proceeds, such as earnings from investments or transfers from other funds, provided the proceeds are expended in accordance with their purpose.

If a significant portion of the inflows are not expected to come from the committed revenue sources, the government is obliged to stop reporting a special revenue fund. Rather, the fund's remaining proceeds should be reported to the general fund.

Proprietary Funds:

The second category of funds is the enterprise fund. The City maintains five enterprise funds and three internal service funds. Proprietary funds are used to report activities that are like business-type enterprises in the government-wide financial statements.

Enterprise funds: The City uses enterprise funds to account for its water and sewer funds, the sanitation fund, stormwater fund, and the paid parking fund. These funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer fund, the sanitation fund, and the stormwater fund, which are considered major funds of the City. The paid parking fund is reported as a non-major fund.

Internal Service Funds: Internal service funds provide services to other city departments and charge a fee to provide such services. The City uses three Internal service funds to account for the operations of Information Technologies, Central Purchasing, and Payroll services. Revenues and expenses are of the same value. Budgeted revenues have equal

budgeted expenses in other operating funds, which is basically budget neutral and does not represent a change in fund balance.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the City (e.g., pension beneficiaries). Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Pension Fund: The city has one pension fund that accounts for the defined pension plan for the police. The fund balance is restricted to making payments for current and future retirees.

Appropriation and Encumbrances

In all funds, encumbrances outstanding at year-end are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent year. Encumbered appropriations are carried forward into the subsequent year's budget without being re-budgeted. All unencumbered appropriations, except project budgets, lapse at the end of each fiscal year. Unencumbered project budgets are carried forward for the life of the project.

An encumbrance is an estimated open amount of expenditure commitment to a transaction created in the General Ledger, such as purchase order (PO), contract, or any other expected expenditure chargeable to an appropriation. An encumbrance is used for budgetary purposes and is not considered an actual expense and is not included in the actual expense balance.

Appropriation is a decision made by the City Council representing the maximum amount of expenditure that allows the city to incur in obligations and to make payments for a specific purpose with a specific sum of money (*fund*), or indefinite sum of money for a long-term commitment.

Fiscal Year 2025-2026

Budget Summary

	General Fund	Special Revenue Funds	Enterprise Funds	Total	Percentage
REVENUES					
Taxes	\$ 5,016,194	\$ 1,005,000	\$ -	\$ 6,021,194	22.21%
Franchise Fees	824,300	-	-	824,300	3.04%
Licenses & Permits	436,520	-	-	436,520	1.61%
Intergovernmental Revenues	2,199,375	93,000	-	2,292,375	8.45%
Charges for Services	44,125	71,328	10,274,178	10,389,631	38.32%
Fines & Forfeiture	71,596	44,995	-	116,591	0.43%
Investment Income	210,000	-	-	210,000	0.77%
Rents & Royalties	30,657	-	-	30,657	0.11%
Disposition of Surplus Property	30,000	-	-	30,000	0.11%
Miscellaneous Revenues	194,665	-	-	194,665	0.72%
Donations	-	99,062	-	99,062	0.37%
Transfer In from Other Funds	1,882,479	(2,332,479)	450,000	-	0.00%
Appropriated Fund Balance	792,072	2,332,479	3,345,296	6,469,847	23.86%
	\$ 11,731,983	\$ 1,313,385	\$ 14,069,474	\$ 27,114,842	100.00%
EXPENDITURE BY DEPARTMENT					
General Government	\$ 978,470	\$ 910,000	\$ -	\$ 1,888,470	9.49%
Public Safety	5,940,482	-	-	5,940,482	29.84%
Public Works	1,519,601	85,000	-	1,604,601	8.06%
Culture/Recreation	632,549	215,750	-	848,299	4.26%
Physical Environmental	-	-	215,750	215,750	1.08%
Other Uses	-	102,635	-	102,635	0.52%
Water & Sewer	-	-	4,365,530	4,365,530	21.93%
Sanitation	-	-	2,611,042	2,611,042	13.12%
Stormwaters	-	-	1,009,040	1,009,040	5.07%
Parking	-	-	674,767	674,767	3.39%
Information Technologies	-	-	644,300	644,300	3.24%
	\$ 9,071,102	\$ 1,313,385	\$ 9,520,429	\$ 19,904,916	100.00%
Non Operational Revenues/Expenses					
Debt Service	\$ -	\$ -	\$ 340,586	\$ 340,586	100.00%
	\$ -	\$ -	\$ 340,586	\$ 340,586	100.00%
Capital Outlays					
Building Improvements	\$ 818,072	\$ -	\$ -	\$ 818,072	0.00%
Infrastructure-Other than Buildings	1,393,000	-	3,685,215	5,078,215	0.00%
Machinery & Equipment	449,809	-	480,000	929,809	0.00%
	\$ 2,660,881	\$ -	\$ 4,165,215	\$ 6,826,096	0.00%
EXPENDITURES BY CATEGORY					
Personnel	\$ 6,757,971	\$ -	\$ 2,277,654	\$ 9,035,625	33.71%
Operational	2,313,131	1,313,385	4,791,028	8,417,544	31.41%
Capital Outlay	2,660,881	-	4,165,215	6,826,096	25.47%
Others	-	-	2,522,238	2,522,238	9.41%
	\$ 11,731,983	\$ 1,313,385	\$ 13,756,135	\$ 26,801,504	100.00%
Surplus/Deficit	\$ -	\$ -	\$ 313,339	\$ 313,339	1.16%

General Fund

DESCRIPTION	AMOUNT	PERCENTAGE OF REVENUE
REVENUES		
Property Taxes	\$ 5,016,194	42.76%
Franchise Fees	824,300	7.03%
Licenses & Permits	436,520	3.72%
Intergovernmental Revenues	2,199,375	18.75%
Charges for Services	44,125	0.38%
Fines & Forfeiture	71,596	0.61%
Investment Income	210,000	1.79%
Rents & Royalties	30,657	0.26%
Disposition of Surplus Property	30,000	0.26%
Miscellaneous Revenues	194,665	1.66%
Transfer In from Other Funds	1,882,479	16.05%
Appropriated Fund Balance	792,072	6.75%
	\$ 11,731,983	100.00%
EXPENDITURES BY CATEGORY		
Personnel	\$ 6,757,970	57.60%
Operational	2,313,131	19.72%
Capital Outlay	2,660,881	22.68%
	\$ 11,731,982	100.00%
EXPENDITURE BY DEPARTMENT		
Mayor & City Council	\$ 4,796	0.05%
City Manager	37,239	0.41%
Finance	100,820	1.11%
Legal	15,870	0.17%
Non-Departmental	65,100	0.72%
City Clerk	32,432	0.36%
Community Development	722,213	7.96%
Police Department/Public Safety	5,832,479	64.30%
Animal Control	108,002	1.19%
Public Works	1,519,602	16.75%
Ocean Rescue	326,018	3.59%
Park & Sustainability	306,530	3.38%
TOTAL EXPENDITURES BY DEPARTMENT	\$ 9,071,101	100.00%
Capital Outlay		
Buildings	\$ 818,072	30.74%
Infrastructure	1,393,000	52.35%
Machinery & Equipment	449,809	16.90%
TOTAL CAPITAL OUTLAY	\$ 2,660,881	100.00%
TOTAL GENERAL FUND BUDGET	\$ 11,731,982	

GENERAL FUND REVENUE DETAIL

Account	Description	Adopted Budget FY2023-24	Adopted Budget FY2024-25	Proposed Budget FY2025-26
001-0000-311-10-10	REAL PROPERTY TAXES	\$ 4,156,073	\$ 4,534,453	\$ 4,837,181
001-0000-311-10-20	PERSONAL PROPERTY TAXES	76,234	93,724	94,013
001-0000-311-20-10	DELINQUENT REAL PROPERTY	-	85,000	85,000
	Subgroup : [311] Taxes	\$ 4,232,307	\$ 4,713,177	\$ 5,016,194
001-0000-313-10-00	JAX BEACH ELEC. FRANCHISE	\$ 210,000	\$ 250,000	\$ 285,000
001-0000-313-40-00	GAS FRANCHISE	1,400	2,500	2,500
001-0000-313-60-00	SANITATION FRANCHISE	125,500	246,800	246,800
001-0000-314-20-00	TELECOMMUNICATIONS TAX	270,000	285,000	290,000
	Subgroup : [323] Franchise Fees	\$ 606,900	\$ 784,300	\$ 824,300
001-0000-321-10-00	PROFESSIONAL/OCCUPATIONAL. LICENSES	\$ 15,000	\$ 30,000	\$ 35,000
001-0000-322-10-00	BUILDING PERMITS	205,000	220,000	285,000
001-0000-322-20-00	PLAN REVIEW FEES	75,000	80,000	108,000
001-0000-322-20-10	Fire Plan Review Fees	-	4,800	7,920
001-0000-322-30-00	Building Department Credit Card Fees	-	-	-
001-0000-329-10-00	INSPECTION FEES	1,500	250	600
	Subgroup : [322] Licenses and Permits	\$ 296,500	\$ 335,050	\$ 436,520
001-0000-331-20-00	Federal Grant - Public Safety	\$ 48,000	\$ 48,000	\$ 62,000
001-0000-331-00-00	Other Grants-PD	-	-	126,360
001-0000-334-40-10	REIMBURSABLE GRANTS	-	-	380,000
001-0000-335-11-20	11 CENT CIG. TAX/REV. SHARING	222,336	245,000	250,000
001-0000-335-15-00	ALCOHOLIC BEVERAGE. LICENSES	8,800	-	8,500
001-0000-335-18-00	LOCAL HALF CENT SALES TAX	953,450	965,000	950,000
001-0000-335-19-00	MOTOR FUEL TAX REBATE	2,400	450	900
001-0000-337-20-12	FDOT GRANT	37,500	37,500	44,500
001-0000-337-20-30	911 USER FEES	119,799	90,000	85,000
001-0000-337-30-20	FLORIDA BLVD. MAINTENANCE	37,500	37,500	37,500
001-0000-337-70-10	LIFEGUARD/BEACH CLEAN-UP	240,000	247,200	254,615
	Subtotal [330] Intergovernmental Revenue	\$ 1,669,785	\$ 1,670,650	\$ 2,199,375
001-0000-341-20-10	BOARD OF APPEALS FEES	\$ 1,500	\$ 2,500	\$ 1,250
001-0000-341-20-20	PLANNING REVIEW BOARD FEE	3,500	20,000	30,000
001-0000-341-20-30	SALE OF MAPS/PUBLICATIONS	-	-	-
001-0000-341-20-40	LIEN LETTERS	5,500	5,500	7,500
001-0000-341-20-45	NOTARY FEES	-	-	-
001-0000-341-20-50	COPIES	500	250	1,000
001-0000-341-20-60	ID & FINGERPRINT CHARGES	50	-	-
001-0000-341-20-90	ZONING VERIFICATION CHARGES	100	-	4,250
001-0000-341-55-00	ELECTION QUALIFYING FEES	-	-	-
001-0000-342-90-20	INCIDENT REPORTS	250	250	125
	Subgroup : [341] Charges for Services	\$ 11,400	\$ 28,500	\$ 44,125
001-0000-351-10-00	COURT FINES	\$ 15,000	\$ 15,000	\$ -
001-0000-354-10-00	PARKING TICKETS	8,200	12,500	10,250
001-0000-354-10-10	Red Light Camera Tickets	-	-	49,000
001-0000-354-20-00	ALARM VIOLATIONS	25	25	-
001-0000-354-30-00	ANIMAL CONTROL VIOLATIONS	3,003	1,000	-
001-0000-354-40-00	CODE ENFORCEMENT VIOLATIONS.	12,750	10,500	12,346
	Subgroup : [354] Fines and Forfeitures	\$ 38,978	\$ 39,025	\$ 71,596
001-0000-361-10-00	INTEREST ON INVESTMENTS	\$ 200.00	\$ 230,000	\$ 210,000

Account	Description	Adopted Budget FY2023-24	Adopted Budget FY2024-25	Proposed Budget FY2025-26
001-0000-361-20-00	STATE BOARD ADMIN INTEREST	-	\$ -	\$ -
	Subgroup : [361] Investment Income	\$ 200.00	\$ 230,000	\$ 210,000
001-0000-362-10-00	CELLULAR TOWER RENTALS	\$ 50,000	\$ 51,500	\$ -
001-0000-362-20-00	FOP LODGE RENTAL (Not in Use)	-	-	-
001-0000-362-35-00	BREWHOUND RIGHT-OF-WAY LEASE	2,400	2,400	2,400
001-0000-362-40-00	FISH CAMP SIDEWALK RENTAL	4,934	4,934	4,934
001-0000-362-43-00	HAWKERS NEPTUNE BEACH SIDEWALK LEASE	2,923	2,923	2,923
001-0000-362-45-00	JAX SURF & PADDLE AND FLYING IGUANA LEASES	6,000	6,000	6,000
001-0000-362-47-00	SOUTHCOAST BEACHES SIDEWALK RENT	2,400	2,400	2,400
001-0000-362-50-00	GARDEN LEASE	-	-	-
001-0000-362-52-00	THE LOCAL DUMPSTER PAD RENTAL	6,000	6,000	6,000
001-0000-362-60-00	GREEN MARKET LEASE PAYMENT	-	-	-
001-0000-362-75-00	NEPTUNE HOUSE RENTALS	6,500	5,000	6,000
	Subgroup : [362] Rents and Royalties	\$ 81,157	\$ 81,157	\$ 30,657
001-0000-364-10-00	SURPLUS EQUIPMENT SALES	\$ 15,000	\$ 30,000	\$ 30,000
001-0000-364-20-00	INSURANCE PROCEEDS	-	-	-
	[364] Sales - Disposition of Fixed Assets	15,000	30,000	30,000
001-0000-369-00-00	OTHER MISC. REVENUES	30,000	225,000	194,665
	Subgroup : [369] Miscellaneous Revenue	\$ 30,000	\$ 225,000	\$ 194,665
001-0000-381-00-00	Interfund Transfers	\$ 598,000	\$ -	\$ 225,000
001-0000-382-00-05	CONTRIB. FROM OTHER FUND-500	214,753	635,000	295,000
001-0000-382-10-00	CONTRIB. FROM OTHER FUNDS 102	150,000	-	200,000
001-0000-382-10-00	CONTRIB. FROM OTHER FUNDS 108			52,979
001-0000-382-10-00	CONTRIB. FROM OTHER FUNDS 106			115,000
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-107	300,000	-	435,000
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-105	-	-	83,000
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-109	-	-	446,500
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-620			30,000
001-0000-389-10-00	APPROPRIATED FUND BALANCE	992,273	1,704,703	792,072
	Subgroup : [380] Other Financing Sources	\$ 2,255,026	\$ 2,339,703	\$ 2,674,551
	TOTAL GENERAL FUND REVENUES	\$ 9,237,253	\$ 10,476,562	\$ 11,731,983

MAYOR & COUNCIL

ACCOUNT	DESCRIPTION	Final Budget FY 2022-23	Final Budget FY 2023-24	Adopted Budget FY 2024-25	Proposed Budget FY 2025-26
001-1111-511-10-11	EXECUTIVE SALARIES	\$ 27,000	\$ 27,810	\$ 28,783	\$ 29,791
001-1111-511-10-21	FICA	1,900	2,127	2,202	2,279
001-1111-511-10-24	WORKER'S COMPENSATION	400	47	4,263	37
001-1111-511-10-25	MEDICARE	500	-	-	-
	Subgroup : [10] Personnel Services	\$ 29,800	\$ 29,985	\$ 35,248	\$ 32,107
001-1111-511-30-40	TRAVEL & PER DIEM	\$ 1,500	\$ 1,500	\$ 1,200	\$ 4,200
001-1111-511-30-41	COMMUNICATIONS SERVICES	1,570	1,570	4,500	4,500
001-1111-511-30-45	INSURANCE	1,450	1,494	6,180	1,000
001-1111-511-30-48	PROMOTIONAL & ADVERTISING	3,000	3,200	3,200	3,200
001-1111-511-30-51	OFFICE SUPPLIES	1,000	500	200	200
001-1111-511-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	1,500	1,500	1,500	1,550
001-1111-511-30-55	EDUCATIONAL COURSES	1,200	500	-	1,200
	Subgroup : [30] Operating Expenditures	\$ 11,220	\$ 10,264	\$ 16,780	\$ 15,850
	TOTAL OPERATING EXPENDITURES	41,020	40,248	52,028	47,957
	TRANSFER-OUT-G&A COST ALLOCATION	-	-	(40,241)	(43,161)
	TOTAL:	\$ 41,020	\$ 40,248	\$ 11,787	\$ 4,796
001-1111-511-60-62	BUILDING IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -
001-1111-511-60-64	MACHINERY & EQUIPMENT	-	-	-	-
	Subgroup : [60] CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -
	TOTAL:	\$ 41,020	\$ 40,248	\$ 11,787	\$ 4,796

CITY MANAGER

ACCOUNT	DESCRIPTION RESOURCE ALLOCATION	FINAL BUDGET FY 2022-23	ADOPTED BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1112-512-10-12	REGULAR SALARIES	\$ 122,350	\$ 81,658	\$ 224,645	\$ 232,508
001-1112-512-10-14	OVERTIME	-	-	-	-
001-1112-512-10-15	SPECIAL PAY	500	500	1,200	1,200
001-1112-512-10-16	PTO EXPENSE	7,875	4,388	8,640	18,420
001-1112-512-10-18	COMP TIME	-	-	-	-
001-1112-512-10-21	FICA	7,750	6,882	18,581	17,879
001-1112-512-10-22	RETIREMENT CONTRIBUTIONS	8,500	6,053	15,137	18,697
001-1112-512-10-23	HEALTH INSURANCE	27,500	14,509	39,913	50,700
001-1112-512-10-24	WORKER'S COMPENSATION	250	150	413	366
001-1112-512-10-25	LIFE INSURANCE	-	-	2,351	3,591
001-1112-512-10-29	VEHICLE ALLOWANCE	1,800	3,500	8,400	-
	Subgroup : [10] Personnel Services	\$ 176,525.00	\$ 117,640	\$ 319,280	\$ 343,361
001-1112-512-30-31	PROFESSIONAL SERVICES	\$ -	\$ -	\$ -	\$ -
001-1112-512-30-34	OTHER CONTRACTUAL SERVICES	1,500	3,000	3,000	3,000
001-1112-512-30-40	TRAVEL & PER DIEM	4,000	7,000	7,000	7,000
001-1112-512-30-45	INSURANCE	7,575	17,534	17,750	7,075
001-1112-512-30-46	REPAIR & MAINTENANCE	2,900	-	-	-
001-1112-512-30-48	PROMOTIONAL & ADVERTISING	1,500	-	1,000	1,000
001-1112-512-30-51	OFFICE SUPPLIES	5,000	4,000	4,000	4,000
001-1112-512-30-52	OPERATING SUPPLIES	2,800	-	-	-
001-1112-512-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	6,200	2,500	2,500	2,500
001-1112-512-30-55	EDUCATIONAL COURSES	9,400	3,000	3,000	3,200
001-1112-512-30-57	VEHICLE REPAIR & MAINTENANCE	1,500	-	1,500	500
001-1112-512-30-58	GAS, OIL & LUBRICANTS	1,500	-	1,500	750
	VEHICLE ALLOWANCE	-	-	-	-
	Subgroup : [30] Operating Expenditures	\$ 43,875	\$ 37,034	\$ 41,250	\$ 29,025
	TOTAL OPERATING EXPENDITURE	\$ 220,400	\$ 154,674	\$ 360,530	\$ 372,386
	TRANSFER OUT-G&A COST ALLOCATION			(278,852)	(335,147)
	TOTAL:	\$ 220,400	\$ 154,674	\$ 81,678	\$ 37,239
001-1112-512-60-62	BUILDING IMPROVEMENTS	\$ -	-	\$ -	\$ -
001-1112-512-60-64	MACHINERY & EQUIPMENT	-	-	35,000	-
	Subgroup : [60] CAPITAL OUTLAY	\$ -	-	\$ 35,000	\$ -
	TOTAL:	\$ 220,400	\$ 154,674	\$ 116,678	\$ 37,239

FINANCE

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1113-513-10-12	REGULAR SALARIES	\$ 126,750	\$ 215,322	\$ 653,863	\$ 695,748
001-1113-513-10-14	OVERTIME	2,700	437	3,000	3,000
001-1113-513-10-15	SPECIAL PAY	600	945	2,400	1,800
001-1113-513-10-16	PTO	7,500	8,282	25,149	54,245
001-1113-513-10-18	COMP TIME	-	-	-	7,100
001-1113-513-10-21	FICA	9,000	17,206	52,358	54,872
001-1113-513-10-22	RETIREMENT CONTRIBUTIONS	9,100	15,073	45,770	40,535
001-1113-513-10-23	HEALTH INSURANCE	19,750	-	70,616	69,415
001-1113-513-10-24	WORKER'S COMPENSATION	225	940	2,752	1,322
001-1113-513-10-25	MEDICARE	2,100	-	-	-
001-1113-513-10-25	LIFE INSURANCE	-	-	6,331	7,741
001-1113-513-10-26	CAR ALLOWANCE	-	-	-	-
	Subgroup : [10] Personnel Services	\$ 177,725	\$ 258,204	\$ 862,239	\$ 935,778
001-1113-513-30-32	ACCOUNTING & AUDIT	\$ 14,000	\$ -	\$ -	\$ -
001-1113-513-30-34	OTHER CONTRACTUAL SERVICES	4,600	4,600	5,000	30,000
001-1113-513-30-40	TRAVEL & PER DIEM	5,500	5,500	6,000	7,000
001-1113-513-30-41	COMMUNICATION SERVICES	1,500	1,500	2,500	2,500
001-1113-513-30-42	POSTAGE (INC. FED EX)	100	100	-	-
001-1113-513-30-45	INSURANCE	8,800	8,800	9,000	15,423
001-1113-513-30-46	REPAIR & MAINTENANCE	4,900	4,900	1,000	-
001-1113-513-30-47	PRINTING & BINDING	500	500	-	-
001-1113-513-30-51	OFFICE SUPPLIES	4,200	4,200	5,000	5,000
001-1113-513-30-52	OPERATING SUPPLIES	3,600	3,600	-	-
001-1113-513-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	3,000	3,000	3,000	3,000
001-1113-513-30-55	EDUCATIONAL COURSES	2,500	2,500	5,000	6,000
001-1113-513-30-57	VEHICLE REPAIR & MAINTENANCE	-	-	3,500	500
001-1113-513-30-58	GAS, OIL & LUBRICANTS	-	-	5,000	3,000
	Subgroup : [30] Operating Expenditures	\$ 53,200	\$ 39,200	\$ 45,000	\$ 72,423
	TOTAL OPERATING EXPENDITURES	230,925	297,404	907,239	1,008,201
	TRANSFER OUT-G&A COST ALLOCATION	-	-	(699,841)	(907,381)
	TOTAL:	\$ 230,925	\$ 297,404	\$ 207,398	\$ 100,820
001-1113-513-60-62	BUILDING IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -
001-1113-513-60-64	MACHINERY & EQUIPMENT	5,000	-	50,500	-
	Subgroup : [60] CAPITAL OUTLAY	\$ 5,000	\$ -	\$ 50,500	\$ -
	TOTAL:	\$ 235,925	\$ 297,404	\$ 257,898	\$ 100,820

LEGAL

DESCRIPTION	FINAL BUDGET	ADOPTED BUDGET	PROPOSED BUDGET	PROPOSED BUDGET
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Professional Services	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
COMMUNICATION SERVICES	-	-	5,400	5,400
INSURANCE	-	-	8,500	3,000
Books, Subscriptions & Memberships	150	150	250	300
Subgroup : [30] Operating Expenditures	\$ 150,150	\$ 150,150	\$ 164,150	\$ 158,700
TRANSFER OUT-G&A COST ALLOCATION			(126,962)	(142,830)
	\$ 150,150	\$ 150,150	\$ 37,188	\$ 15,870
TOTAL:	\$ 150,150	\$ 150,150	\$ 37,188	\$ 15,870

CITY CLERK

ACCOUNT	DESCRIPTION	FINAL BUDGET	ADOPTED BUDGET	PROPOSED BUDGET	PROPOSED BUDGET
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
001-1117-517-10-12	REGULAR SALARIES	\$ 140,000	\$ 147,320	\$ 173,285	\$ 210,386
	OTHER SALARIES & WAGES	\$ -	\$ -	\$ -	\$ 7,500
001-1117-517-10-14	OVERTIME	-	-	-	-
001-1117-517-10-15	SPECIAL PAY	300	300	300	300
001-1117-517-10-16	PTO LIABILITY	2,850	5,666	6,665	16,860
	COMP TIME	-	-	-	1,000
001-1117-517-10-21	FICA	8,700	11,726	13,314	17,410
001-1117-517-10-22	RETIREMENT CONTRIBUTIONS	10,250	10,312	\$ 11,711	\$ 5,158
001-1117-517-10-23	HEALTH INSURANCE	25,000	10,311	8,944	8,944
001-1117-517-10-24	WORKER'S COMPENSATION	250	155	296	228
	ALLOWANCE	-	-	-	8,400
001-1117-517-10-25	LIFE INSURANCE	2,100	-	1,368	3,188
	Subgroup : [10] Personnel Services	\$ 189,450	\$ 185,790	\$ 215,883	\$ 279,374
001-1117-517-30-34	OTHER CONTRACTUAL SERVICES	\$ 5,500	\$ 10,000	\$ 10,000	\$ 10,000
001-1117-517-30-40	TRAVEL & PER DIEM	3,000	5,000	5,000	5,000
001-1117-517-30-41	COMMUNICATIONS SERVICES	1,200	5,000	5,000	5,000
001-1117-517-30-45	INSURANCE	4,400	7,000	7,000	7,245
001-1117-517-30-46	REPAIR & MAINTENANCE	1,000	1,000	1,000	1,000
001-1117-517-30-47	PRINTING & BINDING	4,500	4,500	4,500	4,500
001-1117-517-30-48	PROMOTIONAL & ADVERTISING	2,250	5,000	5,000	5,000
001-1117-517-30-51	OFFICE SUPPLIES	750	1,200	1,200	1,200
001-1117-517-30-52	OPERATING SUPPLIES	-	-	-	-
001-1117-517-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	4,500	1,500	1,500	1,500
001-1117-517-30-55	EDUCATIONAL COURSES	2,000	4,500	4,500	4,500
	Subgroup : [30] Operating Expenditures	\$ 29,100	\$ 44,700	\$ 44,700	\$ 44,945
	TOTAL OPERATING EXPENDITURES	\$ 218,550	\$ 230,490	\$ 260,583	\$ 324,319
	TRANSFER OUT-G&A ALLOCATION	-	-	(201,548)	(291,887)
		\$ 218,550	\$ 230,490	\$ 59,035	\$ 32,432
001-1117-517-60-62	BUILDING IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -
001-1117-517-60-64	MACHINERY & EQUIPMENT	6,500	-	-	-
	Subgroup : [60] CAPITAL OUTLAY	\$ 6,500	\$ -	\$ -	\$ -
TOTAL:		\$ 225,050	\$ 230,490	\$ 59,035	\$ 32,432

NON-DEPARTMENTAL

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	ADOPTED BUDGET FY 2023-24	PROPOSED BUDGET FY 2024-25	PROPOSED BUDGET FY 2024-25
001-1119-519-10-12	REGULAR SALARIES	\$ 72,000	\$ -	\$ -	\$ -
001-1119-519-10-14	OVERTIME	6,500	-	-	-
001-1119-519-10-15	SPECIAL PAY	300	-	-	-
001-1119-519-10-16	PTO LIABILITY	4,940	-	-	-
001-1119-519-10-21	FICA	4,900	-	-	-
001-1119-519-10-22	RETIREMENT CONTRIBUTIONS	5,500	-	-	-
001-1119-519-10-23	LIFE & HEALTH INSURANCE	12,750	-	-	-
001-1119-519-10-24	WORKER'S COMPENSATION	2,500	-	-	-
001-1119-519-10-25	MEDICARE	1,200	-	-	-
	Subgroup : [10] Personnel Services	\$ 110,590	\$ -	\$ -	\$ -
001-1119-519-30-31	LOBBYIST FEES	\$ -	\$ 42,000	\$ 42,000	\$ 43,500
001-1119-519-30-32	AUDITING & ACCOUNTING FEES	-	50,000	65,000	120,000
001-1119-519-30-34	OTHER CONTRACTUAL SERVICES	119,718	-	35,000	45,000
001-1119-519-30-41	COMMUNICATIONS SERVICES	55,000	330,690	230,000	250,000
001-1119-519-30-42	POSTAGE & SHIPPING	-	-	7,000	2,250
001-1119-519-30-43	UTILITY SERVICES	25,000	-	22,000	2,500
001-1119-519-30-44	RENTAL & LEASES	-	26,858	16,000	16,000
001-1119-519-30-45	INSURANCE	32,000	-	50,000	11,251
001-1119-519-30-46	REPAIR & MAINTENANCE	50,000	-	25,000	25,000
001-1119-519-30-47	PRINTING & BINDING	-	100,000	-	-
001-1119-519-30-48	PROMOTIONAL & ADVERTISING	2,500	40,000	3,500	25,000
001-1119-519-30-51	OFFICE SUPPLIES	15,000	-	22,000	10,500
001-1119-519-30-52	OPERATING SUPPLIES	500	-	-	-
001-1119-519-30-58	GAS, OIL & LUBRICANTS	2,200	-	-	-
001-1119-519-30-59	UNIFORMS	300	-	-	-
001-1119-519-30-90	MISCELLANEOUS EXPENDITURES	1,200	-	-	-
	HOLIDAY EXPENDITURES	-	-	-	-
	HURRACAINE EXPENSES	-	-	-	-
	VIRUS EXPENDITURES	-	-	-	-
	CONTINGENCIES & EMERGENCIES	-	-	100,000	100,000
	TRANSFERS	-	-	-	-
		-	-	-	-
	Subgroup : [30] Operating Expenditures	\$ 303,418	\$ 589,548	\$ 617,500	\$ 651,001
	TRANSFERS OUT-G&A COST ALLOCATION	-	-	(477,606)	(585,901)
	TOTAL:	\$ 303,418	\$ 589,548	\$ 139,894	\$ 65,100
001-1119-519-60-62	BUILDING IMPROVEMENTS	\$ 175,000	\$ -	\$ -	\$ 390,000
001-1119-519-60-64	MACHINERY & EQUIPMENT	\$ 15,000	\$ -	\$ -	\$ 21,500
	Subgroup : [60] CAPITAL OUTLAY	\$ 190,000	\$ -	\$ -	\$ 411,500
	TOTAL:	\$ 604,008	\$ 589,548	\$ 139,894	\$ 476,600

COMMUNITY DEVELOPMENT

ACCOUNT	DESCRIPTION	FINAL BUDGET	ADOPTED BUDGET	PROPOSED BUDGET	PROPOSED BUDGET
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
001-1115-515-10-12	REGULAR SALARIES	\$ 285,000	270,902	\$ 335,977	\$ 347,556
				\$ -	\$ -
001-1115-515-10-14	OVERTIME	-	-	3,000	3,000
001-1115-515-10-15	SPECIAL PAY	1,800	2,100	2,100	2,100
001-1115-515-10-16	PTO LIABILITY	10,500	10,420	12,787	26,735
001-1115-515-10-18	COMP TIME	-	-	-	2,000
001-1115-515-10-21	FICA	18,000	-	27,071	27,284
001-1115-515-10-22	RETIREMENT CONTRIBUTIONS	22,000	21,682	24,770	13,500
001-1115-515-10-23	LIFE & HEALTH INSURANCE	40,750	18,963	41,121	35,780
001-1115-515-10-24	WORKER'S COMPENSATION	2,000	41,121	2,351	1,196
001-1115-515-10-25	Liffe Insurance	4,250	2,351	2,320	2,320
	Subgroup : [10] Personnel Services	\$ 384,300	\$ 367,539	\$ 451,497	\$ 461,471
001-1115-515-30-31	PROFESSIONAL SERVICES	\$ 85,000	90,000	\$ 90,000	\$ 90,000
001-1115-515-30-34	OTHER CONTRACTUAL SERVICES	10,000	12,000	10,000	25,000
001-1115-515-30-40	TRAVEL & PER DIEM	5,000	5,000	5,000	7,500
001-1115-515-30-41	COMMUNICATIONS SERVICES	2,000	2,000	4,000	8,000
001-1115-515-30-45	INSURANCE	18,750	15,805	28,000	11,450
001-1115-515-30-46	REPAIR & MAINTENANCE	2,000	-	2,000	2,000
001-1115-515-30-47	PRINTING & BINDING	500	500	500	500
001-1115-515-30-48	PROMOTIONAL & ADVERTISING	1,500	1,000	1,500	1,500
001-1115-515-30-51	OFFICE SUPPLIES	1,400	2,500	2,500	8,000
001-1115-515-30-52	OPERATING SUPPLIES	3,600	-	-	-
001-1115-515-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	12,000	6,000	6,000	6,000
001-1115-515-30-55	EDUCATIONAL COURSES	3,000	3,000	1,500	6,000
002-1115-515-30-56	RADIO REPAIR AND MAINTENANCE	-	-	-	-
001-1115-515-30-57	VEHICLE REPAIR & MAINTENANCE	1,500	1,000	1,000	500
001-1115-515-30-58	GAS, OIL & LUBRICANTS	2,500	1,500	1,500	600
	Subgroup : [30] Operating Expenditures	\$ 148,750	\$ 140,305	\$ 153,500	\$ 167,050
			-	-	-
	TOTAL OPERATING EXPENDITURES:	\$ 535,050	\$ 508,044	\$ 604,997	\$ 628,521
	TRANSFER IN-G&A COST ALLOCATION			70,522	93,692
		\$ 535,050	\$ 508,044	\$ 675,519	\$ 722,213
001-1115-515-60-62	BUILDING IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -
001-1115-515-60-64	MACHINERY & EQUIPMENT	2,000	-	35,000	-
001-1115-515-80-84	MUNICIPAL BOARDS	-	200	-	-
	Subgroup : [60] CAPITAL OUTLAY	\$ 2,000	\$ 200	\$ 35,000	\$ -
		\$ 537,050	\$ 508,244	\$ 710,519	\$ 722,213

POLICE DEPARTMENT

ACCOUNT	DESCRIPTION	FINAL BUDGET	ADOPTED BUDGET	PROPOSED BUDGET	PROPOSED BUDGET
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25
001-1221-521-10-12	REGULAR SALARIES	\$ 2,125,500	\$ 2,499,440	\$ 2,660,120	\$ 2,696,224
001-1221-521-10-13	OTHER SALARIES AND WAGES				57,000
001-1221-521-10-14	OVERTIME	195,000	210,000	245,798	250,000
001-1221-521-10-15	SPECIAL PAY	45,000	45,000	45,000	45,000
001-1221-521-10-16	PTO	166,500	89,922	95,885	207,402
	COMPENSATORY	-	-	30,000	30,000
001-1221-521-10-21	FICA	146,000	222,264	222,264	251,350
001-1221-521-10-22	RETIREMENT CONTRIBUTIONS	390,000	395,889	395,889	441,398
001-1221-521-10-23	HEALTH INSURANCE	335,000	364,420	364,420	364,420
001-1221-521-10-24	WORKER'S COMPENSATION	72,250	61,000	82,014	82,014
001-1221-521-10-25	MEDICARE	35,000	-	-	-
001-1221-521-10-25	LIFE INSURANCE	-	-	24,262	24,262
	UNIFORM ALLOWANCE	-	-	7,360	-
	CAR ALLOWANCE	-	-	-	15,760
	Subgroup : [10] Personnel Services	\$ 3,510,250	\$ 3,887,935	\$ 4,173,012	\$ 4,464,830
001-1221-521-30-31	PROFESSIONAL SERVICES	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,070
001-1221-521-30-34	OTHER CONTRACTUAL SERVICES	37,550	37,550	20,500	22,770
001-1221-521-30-35	INVESTIGATIONS	1,200	1,200	1,250	1,294
001-1221-521-30-40	TRAVEL & PER DIEM	5,500	5,500	12,000	12,420
001-1221-521-30-41	COMMUNICATIONS SERVICES	80,480	80,480	90,000	93,150
001-1221-521-30-43	UTILITY SERVICES	300	300	9,150	9,470
001-1221-521-30-45	INSURANCE	129,400	66,463	190,000	91,385
001-1221-521-30-46	REPAIR & MAINTENANCE	40,850	40,850	42,300	42,500
001-1221-521-30-48	PROMOTIONAL & ADVERTISING	3,000	3,000	5,000	5,175
001-1222-522-30-49	OTHER CURRENT CHARGES	-	-	-	-
001-1221-521-30-51	OFFICE SUPPLIES	10,000	10,000	14,500	15,008
001-1221-521-30-52	OPERATING SUPPLIES	39,000	40,000	40,000	41,400
001-1221-521-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	20,200	20,200	10,000	10,350
001-1221-521-30-55	EDUCATIONAL COURSES	14,500	14,500	16,500	17,078
001-1221-521-30-56	RADIO REPAIR & MAINTENANCE	-	-	5,000	5,175
001-1221-521-30-57	VEHICLE REPAIR & MAINTENANCE	35,000	35,000	40,000	65,000
001-1221-521-30-58	GAS, OIL & LUBRICANTS	75,500	75,500	87,975	91,054
001-1221-521-30-59	UNIFORMS	30,800	40,800	42,228	23,706
001-1221-521-30-90	MISCELLANEOUS EXPENDITURES	-	30,000	30,000	-
001-1221-521-80-17	JAG C GRANT	35,000	-	62,000	62,000
	Subgroup : [30] Operating Expenditures	\$ 559,780	\$ 502,843	\$ 720,403	\$ 611,004
	TOTAL OPERATING COST (Objects 10 & 30)	\$ 4,070,030	\$ 4,390,778	\$ 4,893,415	\$ 5,075,834
	TRANSFER IN-G&A COST ALLOCATION	-	-	570,068	756,645
	TOTAL OPERATING BUDGET	\$ 4,070,030	\$ 4,390,778	\$ 5,463,483	\$ 5,832,479
Capital Outlay					
001-1221-521-60-62	BUILDING IMPROVEMENTS	\$ 5,000	\$ 32,400	\$ 13,400	\$ -
					\$ 115,000
001-1221-521-60-64	MACHINERY & EQUIPMENT	131,113	135,000	205,000	273,309
	Subgroup : [60] CAPITAL OUTLAY	\$ 136,113	\$ 167,400	\$ 218,400	\$ 388,309
Total Budget:		\$ 4,206,143	\$ 4,558,178	\$ 5,681,883	\$ 6,220,788

ANIMAL CONTROL

DESCRIPTION	BUDGET FY 2023-24	BUDGET FY 2024-25	BUDGET FY 2025-26
Salaries	48,265	63,300	65,516
Overtime	5,000	5,000	5,000
Special Pay	600	600	600
PTO	1,856	2,435	5,040
Comp Time	-	-	-
FICA	4,263	5,457	5,440
Retirement Contribution	3,901	4,993	4,900
Health Insurance	9,315	-	-
Worker's Comp	95	2,946	2,946
Life Insurance		\$ 414	\$ 414
Total Object 10:	\$ 73,294	\$ 85,146	\$ 89,856
Expenditures			
Professional Services	-	-	-
Other Contractual Svcs	-	1,500	1,000
Investigation	-	-	-
Tavel & Per Diem	-	-	-
Communication	-	-	-
Rentals & Leases	-	-	-
Utility Service	-	-	-
Insurance	5,650	3,450	1,635
Repair & Maintenance	-	-	-
Promotional & Advertisements	-	-	-
Maintenance	-	-	-
Office Supplies	-	-	-
Operating Supplies	-	-	-
Books, Subscriptions & Membership	-	-	-
Education Courses	-	-	-
Radio Repair & Maintenance	-	-	-
Vehicle Repair & Maintenance	500	500	500
Gas, Oil, Lubricants	1,500	2,300	1,000
Uniforms	-	-	-
Miscellaneous	-	-	-
Total Object 30:	\$ 7,650	\$ 7,750	\$ 4,135
TOTAL OPERATING COST	\$ 80,944	\$ 92,896	\$ 93,991
TRANSFER IN-G&A COST ALLOCATION	-	10,654	14,011
Total Animal Control	\$ 80,944	\$ 103,550	\$ 108,002

PUBLIC WORKS

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	ADOPTED BUDGET FY 2023-24	PROPOSED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1441-541-10-12	REGULAR SALARIES	\$ 215,000	\$ 225,246	\$ 1,074,487	\$ 1,112,094
001-1441-541-10-14	OVERTIME	8,500	2,531	2,700	40,000
001-1441-541-10-15	SPECIAL PAY	2,500	810	6,825	6,825
001-1441-541-10-16	PTO LIABILITY	26,021	8,670	38,340	82,250
	COMP TIME			2,000	38,261
	UNIFORM ALLOWANCE			2,132	2,132
001-1441-541-10-21	FICA	14,500	18,150	86,176	87,323
001-1441-541-10-22	RETIREMENT CONTRIBUTIONS	16,000	16,608	70,161	77,177
001-1441-541-10-23	HEALTH INSURANCE	34,500	13,500	144,314	117,385
001-1441-541-10-24	WORKER'S COMPENSATION	9,900	6,247	43,621	30,510
001-1441-541-10-25	LIFE INSURANCE	3,500	1,350	15,877	15,200
	Subgroup : [10] Personnel Services	\$ 330,421	\$ 293,112	\$ 1,486,633	\$ 1,609,157
001-1441-541-30-31	PROFESSIONAL SERVICES	\$ 15,000	\$ 85,000	\$ 15,000	\$ 42,152
001-1441-541-30-34	OTHER CONTRACTUAL SERVICES	25,000	25,000	45,000	59,301
001-1441-541-30-40	TRAVEL & PER DIEM	2,500	1,000	1,000	1,035
001-1441-541-30-41	COMMUNICATIONS SERVICES	5,500	5,500	8,500	12,298
	BANK FEES	-	-	-	-
001-1441-541-30-43	UTILITY SERVICES	75,000	50,000	130,000	115,000
001-1441-541-30-44	RENTALS & LEASES	11,000	12,000	2,000	1,000
001-1441-541-30-45	INSURANCE	22,500	41,500	41,500	58,359
001-1441-541-30-46	REPAIR & MAINTENANCE	43,000	41,500	41,500	42,953
001-1441-541-30-48	PROMOTIONAL & ADVERTISING	20,000	20,000	21,000	21,735
001-1441-541-30-51	OFFICE SUPPLIES	1,200	2,500	2,500	2,500
001-1441-541-30-52	OPERATING SUPPLIES	29,000	15,000	25,000	26,000
001-1441-541-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	17,600	5,000	3,000	3,000
001-1441-541-30-55	EDUCATIONAL COURSES	6,000	2,500	2,500	2,500
001-1441-541-30-57	VEHICLE REPAIR & MAINTENANCE	15,000	16,000	37,500	27,500
001-1441-541-30-58	GAS, OIL & LUBRICANTS	14,000	12,500	21,500	21,500
001-1441-541-30-59	UNIFORMS	1,200	1,500	1,500	1,500
001-1441-541-80-20	A1A LANDSCAPING	1,000	2,500	-	-
	Subgroup : [30] Operating Expenditures	\$ 304,500	\$ 339,000	\$ 399,000	\$ 438,333
	TOTAL OPERATION COST	\$ 634,921	\$ 632,112	\$ 1,885,633	\$ 2,047,490
	TRANSFER IN-G&A COST ALLOCATION			\$ 225,380	\$ 304,667
	TRANSFER OUT-OVH COST ALLOCATION			(811,192)	(832,555)
		\$ 634,921	\$ 632,112	\$ 1,299,821	\$ 1,519,602
	Capital Outlay				
001-1441-541-60-62	BUILDING IMPROVEMENTS	\$ 25,000	\$ 800,000	\$ 746,660	\$ 428,072
001-1441-541-60-63	IMPROVEMENTS NOT BUILDINGS	40,000	210,000	350,000	65,000
001-1441-541-60-64	MACHINERY & EQUIPMENT	30,000	65,000	-	155,000
	Subgroup : [60] CAPITAL OUTLAY	\$ 95,000	\$ 1,075,000	\$ 1,096,660	\$ 648,072
TOTAL:		\$ 729,921	\$ 1,707,112	\$ 2,396,481	\$ 2,167,674

PARK & SUSTAINABILITY

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1772-572-10-12	REGULAR SALARIES	\$ 161,890	\$ 100,064	\$ 103,566
001-1772-572-10-13	OTHER SALARIES & WAGES	-	-	2,500
001-1772-572-10-14	OVERTIME	8,000	-	-
001-1772-572-10-15	SPECIAL PAY	1,395	-	-
001-1772-572-10-16	PTO LIABILITY	5,858	3,547	7,967
001-1772-572-10-21	FICA	13,551	7,946	8,114
001-1772-572-10-22	RETIREMENT CONTRIBUTIONS	12,399	7,005	7,250
001-1772-572-10-23	HEALTH INSURANCE	28,516	8,944	19,253
001-1772-572-10-24	WORKER'S COMPENSATION	18,015	10,564	8,944
001-1772-572-10-25	LIFE INSURANCE	-	561	1,340
	Subgroup : [10] Personnel Services	\$ 249,624	\$ 138,631	\$ 158,934
001-1772-572-30-31	PROFESSIONAL SERVICES	\$ -	\$ 10,000	\$ 10,350
001-1772-572-30-34	OTHER CONTRACTUAL SERVICES	-	5,500	5,500
001-1772-572-30-40	TRAVEL & PER DIEM	-	-	2,500
001-1772-572-30-41	COMMUNICATIONS SERVICES	2,000	3,000	3,105
001-1772-572-30-43	UTILITY SERVICES	-	-	-
001-1772-572-30-44	RENTALS & LEASES	5,000	5,000	-
001-1772-572-30-45	INSURANCE	19,286	19,500	19,500
001-1772-572-30-46	REPAIR & MAINTENANCE	-	-	-
001-1772-572-30-47	MAINTENANCE	50,000	64,872	40,000
001-1772-572-30-48	PROMOTIONAL & ADVERTISING	-	-	-
001-1772-572-30-51	OFFICE SUPPLIES	500	500	-
001-1772-572-30-52	OPERATING SUPPLIES	25,000	20,000	25,875
001-1772-572-30-57	VEHICLE REPAIR & MAINTENANCE	1,500	1,500	500
001-1772-572-30-58	GAS, OIL & LUBRICANTS	1,500	1,500	500
001-1772-572-30-59	UNIFORMS	300	300	-
	Subgroup : [30] Operating Expenditures	\$ 105,086	\$ 131,672	\$ 107,830
	TOTAL OPERATING EXPENDITURES	\$ 354,710	\$ 270,303	\$ 266,764
	TRANSFER IN-G&A COST ALLOCATION		28,900	39,766
	TOTAL OPERATING EXPENDITURES	\$ 354,710	\$ 299,203	\$ 306,530
001-1772-572-60-62	BUILDING IMPROVEMENTS	\$ -	\$ -	\$ -
001-1772-572-60-63	IMPROVEMENTS NOT BUILDINGS	-	280,000	1,213,000
001-1772-572-60-64	MACHINERY & EQUIPMENT	-	33,000	-
	Subgroup : [60] CAPITAL OUTLAY	\$ -	\$ 313,000	\$ 1,213,000
	TOTAL	\$ 354,710	\$ 612,203	\$ 1,519,530

OCEAN RESCUE/ BEACH CLEANUP

ACCOUNT	DESCRIPTION	FINAL BUDGET		FINAL BUDGET		ADOPTED BUDGET		PROPOSED BUDGET	
		FY 2022-23		FY 2023-24		FY 2024-25		FY 2025-26	
001-1775-575-10-12	REGULAR SALARIES	\$	230,450	\$	219,535	\$	227,219	\$	235,171
001-1775-575-10-14	OVERTIME		9,750		9,750		9,750		10,000
001-1775-575-10-15	SPECIAL PAY		125		-		-		-
001-1775-575-10-21	FICA		15,000		16,794		18,128		18,756
001-1775-575-10-22	RETIREMENT CONTRIBUTIONS		1,000		2,822		2,920		-
001-1775-575-10-23	HEALTH INSURANCE		2,750		2,750		-		-
001-1775-575-10-24	WORKER'S COMPENSATION		9,750		9,750		9,786		6,048
001-1775-575-10-25	MEDICARE		3,500		3,500		-		-
001-1775-575-10-25	LIFE ISURANCE						698		-
Subgroup : [10] Personnel Services		\$	272,325	\$	264,901	\$	268,501	\$	269,975
001-1775-575-30-34	OTHER CONTRACTUAL SERVICES		1,000		1,000		1,000		1,000
001-1775-575-30-41	COMMUNICATIONS SERVICES		1,000		1,000		1,000		1,000
001-1775-575-30-43	UTILITY SERVICES		500		500		500		500
001-1775-575-30-45	INSURANCE		9,600		9,807		9,810		6,047
001-1775-575-30-46	REPAIR & MAINTENANCE		2,500		2,500		35,187		2,500
001-1775-575-30-48	PROMOTIONAL & ADVERTISING		-		-		-		-
001-1775-575-30-49	OTHER CURRENT CHARGES		-		-		-		-
001-1775-575-30-51	OFFICE SUPPLIES		1,000		1,000		1,000		500
001-1775-575-30-52	OPERATING SUPPLIES		3,500		3,500		2,000		3,500
001-1775-575-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS		-		-		-		-
001-1775-575-30-55	EDUCATIONAL COURSES		600		600		-		-
001-1775-575-30-56	RADIO REPAIR & MAINTENANCE		-		-		-		-
001-1775-575-30-57	VEHICLE REPAIR & MAINTENANCE		500		500		2,000		500
001-1775-575-30-58	GAS, OIL & LUBRICANTS		1,500		1,500		1,500		1,500
001-1775-575-30-59	UNIFORMS		3,200		3,200		3,200		3,200
001-1775-575-30-90	MISCELLANEOUS EXPENDITURES		-		-		-		-
Subgroup : [30] Operating Expenditures		\$	24,900	\$	25,107	\$	57,197	\$	20,247
Total Operating Expenditure		\$	297,225	\$	290,008	\$	325,698	\$	290,222
TRANSFER IN-G&A COST ALLOCATION							34,225		35,796
		\$	297,225	\$	290,008	\$	359,923	\$	326,018
001-1775-575-60-62	BUILDING IMPROVEMENTS	\$	-	\$	-	\$	-	\$	-
001-1775-575-60-64	MACHINERY & EQUIPMENT		-		-		-		-
Subgroup : [60] CAPITAL OUTLAY		\$	-	\$	-	\$	-	\$	-
TOTAL		\$	297,225	\$	290,008	\$	359,923	\$	326,018

Special Revenue Funds

101 POLICE EDUCATION FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
COURT COST	2,800	2,800	9,000
INTEREST ON INVESTMENTS	-	-	-
[300] Total Revenues	\$ 2,800	\$ 2,800	\$ 9,000
[30] Operating Expenses			
OTHER CURRENT CHARGES	-	-	-
OPERATING SUPPLIES	2,800	2,800	2,800
EDUCATIONAL COURSES	-	-	6,200
[30] Operating Expenses	\$ 2,800	\$ 2,800	\$ 9,000
TOTAL OPERATING COST	\$ 2,800	\$ 2,800	\$ 9,000
TRANSFER IN-G&A COST ALLOCATION	-	-	-
TRANSFER IN-OVH COST ALLOCATION			
TOTAL INDIRECT COST ALLOCATION	\$ 2,800	\$ 2,800	\$ 9,000
NET (INCOME) LOSS	\$ -	\$ -	\$ -

102 - JARBOE PARK

DESCRIPTION	FINAL BUDGET	ADOPTED BUDGET	PROPOSED BUDGET
	FY 2023-24	FY 2024-25	FY 2025-26
Revenues			
APPROPRIATED FUND BALANCE	-	-	200,000
	-	-	-
[300] Total Revenues	\$ -	\$ -	\$ 200,000
[30] Operating Expenses			
OTHER CURRENT CHARGES			
OPERATING SUPPLIES	-	-	-
	-	-	-
[30] Operating Expenses	-	-	-
TOTAL OPERATING COST	\$ -	\$ -	\$ -
CIP-TRANSFER TO FUND 301-JARBOE PARK	\$ -	\$ -	\$ -
	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
NET (INCOME) LOSS	\$ -	\$ -	\$ 200,000.00

103 - COMMUNITY DEVELOPMENT BLOCK GRANT

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues	-	-	-
	-	-	-
[300] Total Revenues	\$ -	\$ -	\$ -
[30] Operating Expenses			
OTHER CURRENT CHARGES			
OPERATING SUPPLIES	-	-	-
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	-	-	-
	\$ -	\$ -	\$ -
TOTAL OPERATING COST			
TRANSFER IN-G&A COST ALLOCATION	\$ -	\$ -	\$ -
TRANSFER IN-OVH COST ALLOCATION	-	-	-
TOTAL INDIRECT COST ALLOCATION		-	-
	\$ -	\$ -	\$ -
NET (INCOME) LOSS	\$ -	\$ -	\$ -

105 - CONVENTION DEVELOPMENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
LOCAL OPTION TOURIST TAX FUND	12,500	10,000	10,000
Appropriated Fund Balance	-	-	83,000
[300] Total Revenues	\$ 12,500	\$ 10,000	\$ 93,000
[30] Operating Expenses			
CIP - DOWNTOWN DEVELOPMENT	12,500	10,000	83,000
OPERATING SUPPLIES	-	-	10,000
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	\$ 12,500	\$ 10,000	\$ 93,000
TRANSFER IN-G&A COST ALLOCATION	-	-	-
TRANSFER IN-OVH COST ALLOCATION	-	-	-
TOTAL INDIRECT COST ALLOCATION	\$ -	\$ -	\$ -
NET (INCOME) LOSS	\$ -	\$ -	\$ -

106-FINES & FORFEITURES

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
CONFISCATED PROPERTY	1,200	15,000	40,000
APPROPRIATED FUND BALANCE	(2)	-	75,000
[300] Total Revenues	\$ 1,198	\$ 15,000	\$ 115,000
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	-
CAPITAL OUTLAY - PD	1,198	15,000	115,000
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	\$ 1,198	\$ 15,000	\$ 115,000
TOTAL OPERATING COST	\$ 1,198	\$ 15,000	\$ 115,000
TRANSFER IN-G&A COST ALLOCATION	-	-	-
TRANSFER IN-OVH COST ALLOCATION	-	-	-
TOTAL INDIRECT COST ALLOCATION	\$ 1,198	\$ 15,000	\$ 115,000
NET (INCOME) LOSS	\$ -	\$ -	\$ -

107-LOCAL OPTION GAS TAX

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
LOCAL OPTION GAS TAX	400,000	400,000	380,000
APPROPRIATED FUND BALANCE	-	-	660,000
[300] Total Revenues	\$ 400,000	\$ 400,000	\$ 1,040,000
[30] Operating Expenses			
	-	-	-
OPERATING SUPPLIES	-	-	-
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	\$ -	\$ -	\$ -
CAPITA OUTLAY	\$ -	\$ -	\$ 500,000
TRANSFER OUT-STORMWATERS	200,000	200,000	-
TRANSFER OUT-GENERAL FUND (Street & Drainage Maint)	200,000	200,000	250,000
TOTAL OPERATING EXPENDITURES	\$ 400,000	\$ 400,000	\$ 750,000
NET (INCOME) LOSS	\$ -	\$ -	\$ 290,000

108 RADIO COMMUNICATION TRUST FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
RADIO COMMUNICATION	15,000	10,000	10,000
APPROPRIATED FUND BALANCE	-	-	42,979
[300] Total Revenues	\$ 15,000	\$ 10,000	\$ 52,979
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	-
OPERATING SUPPLIES	15,000	10,000	-
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	\$ 15,000	\$ 10,000	\$ -
TOTAL OPERATING COST	\$ 15,000	\$ 10,000	\$ -
CAPITAL OUTLAY	-	-	53,000
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL 108	\$ 15,000	\$ 10,000	\$ 53,000
NET (INCOME) LOSS	\$ -	\$ -	\$ (21)

109 BETTER JAX 1/2 CENT TAX

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
BETTER JAX TAX RECEIPTTS	\$675,000	650,000	655,000
APPROPRIATED FUND BALALNCE	-	-	896,500
[300] Total Revenues	-	-	-
	\$ 675,000	\$ 650,000	\$ 1,551,500
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES			655,000
OPERATING SUPPLIES	-	-	-
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	-	-	-
	\$ -	\$ -	\$ 655,000
TOTAL OPERATING COST	\$ -	\$ -	\$ 655,000
TRANSFER OUT-TO GENERAL FUND	375,000	350,000	-
TRANSFER OUT- CAPITAL INVESTMENT	300,000	300,000	896,500
TOTAL OPERATING EXPENDITURES	\$ 675,000	\$ 650,000	\$ 1,551,500
NET (INCOME) LOSS	\$ -	\$ -	\$ -

110 HOLIDAY/SPECIAL EVENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
DONATION	8,000	8,000	8,000
MOVIE WITH THE MAYOR	200	200	200
INTERFUND TRANSFER			11,800
APPROPRIATED FUND BALANCE	14,500	-	-
[300] Total Revenues	\$ 22,700	\$ 8,200	\$ 20,000
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	18,000
PROMOTIONAL ACTIVITIES	5,000	10,000	1,000
MOVIE WITH THE MAYOR	-	1,000	1,000
[30] Operating Expenses	\$ 5,000	\$ 11,000	\$ 20,000
TOTAL OPERATING COST	\$ 5,000	\$ 11,000	\$ 20,000
TRANSFER OUT-TO OTHER FUNDS	-	-	-
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL OPERATING EXPENDITURES	\$ 5,000	\$ 11,000	\$ 20,000
NET (INCOME) LOSS	\$ 17,700	\$ (2,800)	\$ -

111-STREET IMPROVEMENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
8TH CENT GAS TAX	85,000	85,000	75,000
APPROPRIATED FUND BALANCE	-	-	-
[300] Total Revenues	\$ 85,000	\$ 85,000	\$ 75,000
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	-
UTILITY SERVICE	-	-	-
TOWN CENTER EXPENDITURE	-	-	-
MAYPORT FLYOVER EXPENDITURES	-	-	-
ROAD MATERIAL & SUPPLIES	-	-	-
[30] Operating Expenses	\$ -	\$ -	\$ -
TOTAL OPERATING COST	\$ -	\$ -	\$ -
TRANSFER OUT-TO STREET IMPROVEMENT FUND (300)	85,000	85,000	75,000
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL OPERATING EXPENDITURES	\$ 85,000	\$ 85,000	\$ 75,000
NET (INCOME) LOSS	\$ -	\$ -	\$ -

112-OPIOID SETTLEMENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
OPIOID SETTLEMENT REVENUES		45,000	45,000
APPROPRIATED FUND BALANCE	-	-	-
[300] Total Revenues	\$ -	\$ 45,000	\$ 45,000
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	45,000
UTILITY SERVICE	-	-	-
TOWN CENTER EXPENDITURE	-	-	-
MAYPORT FLYOVER EXPENDITURES	-	-	-
ROAD MATERIAL & SUPPLIES	-	-	-
[30] Operating Expenses	\$ -	\$ 45,000	\$ 45,000
TOTAL OPERATING COST	\$ -	\$ 45,000	\$ 45,000
TRANSFER OUT-TO STREET IMPROVEMENT FUND (300)	-	-	-
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL OPERATING EXPENDITURES	\$ -	\$ 45,000	\$ 45,000
NET (INCOME) LOSS	\$ -	\$ -	\$ -

Enterprise Funds

Enterprise Funds Summary

DESCRIPTION	AMOUNT	PERCENTAGE
Revenues by Fund		
Water & Sewer	4,621,315	44.98%
Sanitation	2,534,814	24.67%
Stormwaters	1,275,000	12.41%
Parking	983,000	9.57%
Information Technologies	644,300	6.27%
SR Center	215,750	2.10%
Total Operating Revenues	\$ 10,274,178	100.00%
Expenses by Fund		
Water & Sewer	4,365,530	45.85%
Sanitation	2,611,042	27.43%
Stormwaters	1,009,040	10.60%
Parking	674,767	7.09%
Information Technologies	644,300	6.77%
SR Center	215,750	2.27%
Total Operating Expenses	\$ 9,520,429	100.00%
Net Operating Income/(loss)	\$ 753,750	7.34%
Other Non-Operating Income		
Appropriated Fund Balance-W&S	\$ 1,724,856	45.45%
Appropriated Fund Balance-Stormwaters	1,620,440	42.70%
Contribution from Other Funds	450,000	11.86%
Total Non-Operating Income	\$ 3,795,296	100.00%
Other-Non Operating Expenses		
Interest Expense	\$ 60,980	17.90%
Debt Service-Principal	279,606	82.10%
Total Other-Non Operating Expenses	\$ 340,586	100.00%
Capital Outlay		
Building Improvements		
Infrastructure-Other than Buildings	1,764,215	42.36%
Infrastructure-Other than Buildings	1,921,000	46.12%
Infrastructure-Information Technology	450,000	10.80%
Machinery & Equipment	30,000	0.72%
Total Capital Outlay	\$ 4,165,215	100.00%
Expenses by Category		
Personnel	2,277,654	16.56%
Operational	4,791,028	34.83%
Indirect Cost Allocation	1,048,968	7.63%
Overhead Allocation	837,685	6.09%
Contribution to Other Fund-001	295,000	2.14%
Debt Service	340,586	2.48%
Capital Outlay	4,165,215	30.28%
Total Expenses	\$ 13,756,135	100.00%
Total Revenues	14,069,474	
	313,339	2.23%

WATER & SEWER-FUND	4331-531	4335-535	4336-536	Fund 401
Budget Category	Gen Admin	W&S - Sewer	W&S Water	Totals
WATER TAPS	-	-	15,200	15,200
WATER BASE CHARGE	-	-	750,750	750,750
WATER VOLUME CHARGE	-	-	890,000	890,000
SEWER TAP	-	20,000	-	20,000
SEWER BASE CHARGE	-	1,091,590	-	1,091,590
SEWER VOLUME CHARGE	-	1,785,475	-	1,785,475
SET-UP FEES	5,000	-	-	5,000
RECONNECT FEES	4,000	-	-	4,000
DELINQUENT FEES	55,000	-	-	55,000
BAD DEBT RECOVERY	1,800	-	-	1,800
INTEREST ON INVESTMENT	2,500	-	-	2,500
Total Operating Revenue	\$ 68,300	\$ 2,897,065	\$ 1,655,950	\$ 4,621,315
OTHER MISCELLANEOUS REVENUES	-	-	-	-
APPROPRIATED FUND BALANCE	-	1,351,695	373,161	1,724,856
Other Non-Operating Revenue	\$ -	\$ 1,342,055	\$ 373,161	\$ 1,724,856
Total Revenue	\$ 68,300	\$ 4,239,120	\$ 2,029,111	\$ 6,346,171
Budget Category	W&S Gen Admin	W&S - Sewer	W&S- Water	W&S Total Costs
Expenses				
Salaries	214,245	456,479	278,520	949,244
Overtime	-	22,600	30,000	52,600
Special Pay	600	13,000	10,000	23,600
Vehicle Allowance	-	-	-	-
PTO	16,480	33,575	19,117	69,172
Comp Time	-	-	-	-
FICA	16,390	37,393	24,367	78,150
Retirement Contribution	10,040	19,460	17,489	46,989
Health Insurance	18,500	84,538	47,320	150,358
Worker's Comp	6,630	15,931	14,137	36,698
Life Insurance	1,200	5,990	4,767	11,957
Uniform Allowance	-	-	-	-
Total Object 10:	284,085	688,966	445,717	1,418,768
-	-	-	-	-
Professional Services	15,000	335,000	360,000	710,000
Lobbyist Fees	-	-	-	-
Accounting & Auditing	-	-	-	-
Other Contractual Svcs	-	103,500	50,000	153,500
Investigations	-	-	-	-
Courtyard	-	-	-	-
Tavel & Per Diem	-	1,200	1,200	2,400
Communication	150,660	3,000	12,000	165,660
Rental & Leases	-	20,000	12,000	32,000
Postage	-	-	-	-
Bank Fees	25,000	-	-	25,000
Utilities	-	37,500	7,500	45,000
Insurance	7,650	49,781	56,248	113,679
Repair & Maintenance	-	285,000	100,000	385,000
Printing & Binding	-	-	-	-
Promotional & Advertisements	-	-	-	-
Other Current Charges	-	-	-	-

Maintenance	-	-	-	-
Office Supplies	3,000	-	-	3,000
Operating Supplies	-	260,600	15,400	276,000
Books, Subscriptions & Membership	2,000	6,000	2,500	10,500
Education Courses	2,000	2,500	15,000	19,500
Radio Repair & Maintenance	-	-	-	-
Vehicle Repair & Maintenance	1,000	15,000	15,000	31,000
Gas, Oil, Lubricants	500	12,500	11,000	24,000
Uniforms	600	2,250	-	2,850
Miscellaneous	-	-	-	-
A1A Landscaping	-	-	-	-
Atlantic Beach Shared Revenue	-	-	-	-
Total Object 30:	207,410	1,133,831	657,848	1,999,089
Total Cost (Objects 10 & 30)	491,495	1,822,797	1,103,565	3,417,857
	14.38%	53.33%	32.29%	
Indirect Cost Allocations:				
Indirect Cost Allocation:	54,758	271,721	164,506	490,985
OVH Costs Allocation:	50,933	252,740	153,015	456,688
Total Indirect Cost Allocation	105,691	524,461	317,521	947,673
Total Operating Budget	597,186	2,347,258	1,421,086	4,365,530
Finance Leases	279,606	-	-	279,606
Interest Expenses	60,980	-	-	60,980
Total Object: 70	340,586	-	-	340,586
	937,772	2,347,258	1,421,086	4,706,116
Exclusion				
Building Improvement	-	-	-	-
Improvement-Not Buildings	115,000	1,342,055	307,160	1,764,215
Machinery & Equipment	-	-	-	-
Total Object: 60	115,000	1,342,055	307,160	1,764,215
Grant Expenses	-	-	-	-
Total Object: 80	-	-	-	-
Total Budget-Including Capital Outlay	\$ 1,052,772	\$ 3,689,313	\$ 1,728,246	\$ 6,470,331
Net Income/(loss)	(984,472)	549,807	300,865	(124,160)

SANITATION

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	ADOPTED BUDGET FY 2023-24	PROPOSED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
SANITATION FUND					
430-0000-343-41-42	GARBAGE PICKUP	1,340,000	1,360,000	2,437,380	2,498,314
430-0000-343-41-45	TIPPING FEES	(25,200)	24,000	30,000	36,500
430-0000-361-10-00	INTEREST ON INVESTMENTS	-	-	-	-
430-0000-381-41-00	Transfer from Water Sewer to Sanitation	-	-	-	-
	[300] Total Revenues	\$ 1,314,800	\$ 1,384,000	\$ 2,467,380	\$ 2,534,814
[10] Personnel Services					
430-4334-534-10-12	REGULAR SALARIES	82,000	-	-	-
430-4334-534-10-14	OVERTIME	1,000	-	-	-
430-4334-534-10-15	SPECIAL PAY	750	-	-	-
430-4334-534-10-21	FICA	5,200	-	-	-
430-4334-534-10-22	RETIREMENT CONTRIBUTIONS	6,000	-	-	-
430-4334-534-10-23	LIFE & HEALTH INSURANCE	6,500	-	-	-
430-4334-534-10-24	WORKERS' COMPENSATION	2,200	-	-	-
430-4334-534-10-25	MEDICARE	1,500	-	-	-
430-4334-534-20-00	OTHER POST EMPLOYMENT BENEFIT EXPENSE	-	-	-	-
	[10] Personnel Services	\$ 105,150	\$ -	\$ -	\$ -
[30] Operating Expenses					
430-4334-534-30-32	ACCOUNTING & AUDIT	4,700	-	-	-
430-4334-534-30-33	WASTE HAULING FEE - TIPPING	-	-	-	-
430-4334-534-30-34	OTHER CONTRACTUAL SERVICES.	1,200,000	1,150,000	1,946,160	1,995,140
430-4334-534-30-41	COMMUNICATIONS SERVICES	-	-	-	89,579
430-4334-534-30-42	POSTAGE (INC. FED EX)	5,000	-	-	-
430-4334-534-30-45	INSURANCE	5,600	8,800	10,800	10,800
430-4334-534-30-46	REPAIR AND MAINTENANCE	15,000	7,500	7,500	-
430-4334-534-30-49	OTHER CURRENT CHARGES	4,200	-	-	-
430-4334-534-30-52	OPERATING SUPPLIES	7,500	6,500	6,500	4,000
430-4334-534-30-59	UNIFORMS	150	-	-	-
	[30] Operating Expenses	\$ 1,242,150	\$ 1,172,800	\$ 1,970,960	\$ 2,099,519
	TOTAL OPERATING COST	\$ 1,347,300	\$ 1,172,800	\$ 1,970,960	\$ 2,099,519
	TRANSFER IN-G&A COST ALLOCATION	-	-	229,747	299,618
	TRANSFER IN-OVH COST ALLOCATION	-	-	242,296	211,905
	TOTAL INDIRECT COST ALLOCATION	\$ 1,347,300	\$ 1,172,800	\$ 2,443,003	\$ 2,611,042
	NET (INCOME) LOSS - SANITATION FUND	\$ (32,500.00)	\$ 211,200	\$ 24,377	\$ (76,228)

STORMWATER

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	ADOPTED BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
441-0000-343-71-10	STORMWATER UTILITY FEES	1,090,500	1,275,000	1,275,000	1,275,000
441-0000-361-10-00	Interest Income	-	-	-	-
430-0000-381-41-00	Transfer from Fund 107-Local Option Gas Tax	-	200,000	757,015	-
	Appropriated Fund Balance			667,253	1,620,440
	[300] Total Revenues	\$ 1,090,500	\$ 1,475,000	\$ 2,699,268	\$ 2,895,440
[10] Personnel Services					
430-4334-534-10-12	Salaries	335,000	388,488	359,640	175,000
430-4334-534-10-14	Overtime	2,000	-	-	20,000
430-4334-534-10-15	Special Pay	5,200	3,000	3,000	2,000
	Compensatory Time		-	-	12,862
	PTO		14,942	13,832	12,900
	Comp Time		-	-	-
430-4334-534-10-21	FICA	21,250	31,092	28,800	16,054
430-4334-534-10-22	Retirement Contribution	24,000	27,195	25,174	15,013
430-4334-534-10-23	Health Insurance	66,500	56,824	96,234	43,754
430-4334-534-10-24	Worker's Comp	9,000	26,152	26,538	1,141
430-4334-534-10-25	Life Insurance	5,000	-	5,418	5,418
430-4334-534-20-00	Uniform Allowance	-	-	-	-
	[30] Operating Expenses	\$ 467,950	\$ 547,692	\$ 558,636	\$ 304,142
441-1441-541-30-31	PROFESSIONAL SERVICES	375,000	150,000	207,281	204,000
441-1441-541-30-31	ACCOUNTING & AUDIT	5,000	5,000	-	-
441-1441-541-30-32	OTHER CONTRACTUAL SERVICES.	38,000	45,000	45,000	10,000
441-1441-541-30-34	TRAVEL & PER DIEM	-	-	-	-
441-1441-541-30-40	COMMUNICATIONS SERVICES	1,200	1,400	1,400	36,000
441-1441-541-30-41	INSURANCE	18,000	19,200	19,200	48,260
				-	400
441-1441-541-30-45	REPAIR AND MAINTENANCE	25,000	18,000	18,000	100,000
441-1441-541-30-46	OTHER CURRENT CHARGES	500	10,000	10,000	-
441-1441-541-30-49	OPERATING SUPPLIES	6,500	6,500	6,500	15,000
441-1441-541-30-52	EDUCATIONAL COURSES	4,000	1,000	1,000	1,000
441-1441-541-30-55	VEHICLE REPAIR & MAINTENANCE	50,000	25,000	25,000	9,100
441-1441-541-30-57	GAS, OIL & LUBRICANTS	15,000	13,000	13,000	10,200
441-1441-541-30-58	UNIFORMS	650	1,500	1,500	1,500
	Total [30] Operating Expenses	\$ 538,850	\$ 295,600	\$ 347,881	\$ 435,460
	Total Operating Expenses	\$ 1,006,800	\$ 843,292	\$ 906,517	\$ 739,602
	TRANSFER IN-G&A ALLOCATION	-	-	114,507	100,346
	TRANSFER IN-OVH ALLOCATION	-	-	96,647	169,092
	TRANSFER IN-IT EXPENSES	-	-	-	-
		\$ 1,006,800	\$ 843,292	\$ 1,117,671	\$ 1,009,040
[60] Capital Outlay					
441-1441-541-60-62	BUILDING IMPROVEMENTS	-	1,500	-	-
441-1441-541-60-63	IMPROVEMENTS, NOT BUILDINGS	-	300,000	1,641,485	1,921,000
441-1441-541-60-64	MACHINERY & EQUIPMENT	-	180,000	-	-
	[60] Capital Outlay	\$ -	\$ 481,500	\$ 1,641,485	\$ 1,921,000
	CONTRIBUTION TO GENERAL FUND		150,000	-	-
		\$ -	\$ 150,000	\$ -	\$ -
	Surplus / (Deficit)	\$ 83,700	\$ 208	\$ (59,888)	\$ (34,600)

PAID PARKING

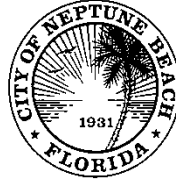
ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025.26
500-0000-343-40-50	PAID PARKING - EV CHARGING STATION FEES	3,500	4,500	8,000	8,000
500-0000-343-41-40	PAID PARKING - PARKING FEES	720,000	725,000	970,000	910,000
500-0000-359-00-00	PAID PARKING CITATIONS	75,000	75,000	10,000	10,000
500-0000-361-10-00	INTEREST INCOME	-	-	-	55,000
500-0000-369-00-00	MISCELLANEOUS REVENUE	-	-	-	-
500-0000-381-10-00	PAID PARKING TRANSFERS FROM OTHER FUNDS	-	-	-	-
500-0000-382-00-00	PAID PARKING TRANSFER FROM OTHER FUNDS	-	-	-	-
500-1550-359-00-00	METERED PARKING FINES	-	-	-	-
Subgroup : [500] Revenue		\$ 798,500.00	\$ 804,500.00	\$ 988,000	\$ 983,000
500-1550-541-10-12	REGULAR SALARIES	\$ 228,000	\$ 90,295	\$ 118,850	\$ 99,195
500-1550-541-10-14	OVERTIME	-	-	-	-
500-1550-541-10-15	SPECIAL PAY	75	-	-	-
500-1550-541-10-16	PTO LIABILITY	8,405	-	-	-
500-1550-541-10-21	FICA	14,150	6,785	\$ 9,092	\$ 7,588
500-1550-541-10-22	RETIREMENT CONTRIBUTIONS	10,150	-	2,000	-
500-1550-541-10-23	LIFE & HEALTH INSURANCE	23,200	-	2,578	-
500-1550-541-10-24	WORKER'S COMPENSATION	3,700	3,883	3,885	3,885
500-1550-541-10-25	MEDICARE	3,300	-	-	-
Subgroup : [10] Personnel Services		\$ 290,980	\$ 100,963	\$ 136,405	\$ 110,668
500-1550-541-30-31	PROFESSIONAL SERVICES	\$ 25,000	\$ 10,000	\$ 8,500	\$ 5,000
500-1550-541-30-34	OTHER CONTRACTUAL SERVICES	48,867	55,000	35,000	36,500
500-1550-541-30-36	PAID PARKING - COURTYARD REV. SHARE	12,000	13,000	13,500	-
500-1550-541-30-40	TRAVEL & PER DIEM	2,500	1,500	-	-
500-1550-541-30-41	COMMUNICATIONS SERVICES	8,000	1,000	3,500	23,396
500-1550-541-30-43	UTILITY SERVICES	2,000	2,500	3,500	3,500
500-1550-541-30-45	INSURANCE	25,000	8,800	30,500	12,063
500-1550-541-30-46	REPAIR & MAINTENANCE	29,000	29,000	10,500	10,500
500-1550-541-30-51	OFFICE SUPPLIES	3,550	3,550	-	-
500-1550-541-30-52	OPERATING SUPPLIES	14,500	5,500	10,000	1,500
500-1550-541-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	44,500	44,500	1,000	-
500-1550-541-30-55	EDUCATIONAL COURSES	3,800	3,800	3,000	-
500-1550-541-30-57	VEHICLE REPAIR & MAINTENANCE	4,000	4,000	5,000	15,000
500-1550-541-30-58	GAS, OIL & LUBRICANTS	-	-	-	-
500-1550-541-30-59	UNIFORMS	2,000	2,000	2,000	2,000
500-1550-541-30-60	PAID PARKING - ATLANTIC BEACH REV. SHARE	120,000	120,000	120,000	112,500
500-1550-541-30-90	PAID PARKING - MISCELLANEOUS	-	-	-	-
Subgroup : [30] Operating Expenditures		\$ 344,717	\$ 304,150	\$ 246,000	\$ 221,959
TOTAL OPERATING COST		\$ 635,697	\$ 405,113	\$ 382,405	\$ 332,627
500-1550-541-90-10	TRANSFER OUT-GENERAL FUND	105,000	214,750	285,000	295,000
	TRANSFER IN-G&A COST ALLOCATION			44,575	47,140
		\$ 740,697	\$ 619,863	\$ 711,980	\$ 674,767
Capital Outlay					
500-1550-541-60-62	BUILDING IMPROVEMENTS	-	-	-	-
500-1550-541-60-63	IMPROVEMENTS NOT BUILDINGS	50,000	-	-	-
500-1550-541-60-64	MACHINERY & EQUIPMENT	7,000	7,000	7,000	30,000
Subgroup : [60] CAPITAL OUTLAY		\$ 57,000	\$ 7,000	\$ 7,000	\$ 30,000
		\$ 797,697	\$ 626,863	\$ 718,980	\$ 704,767
TOTAL (SURPLUS)/DEFICIT:		\$ 803	\$ 177,637	\$ 269,020	\$ 278,233

PAID PARKING

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025.26
500-0000-343-40-50	PAID PARKING - EV CHARGING STATION FEES	3,500	4,500	8,000	8,000
500-0000-343-41-40	PAID PARKING - PARKING FEES	720,000	725,000	970,000	910,000
500-0000-359-00-00	PAID PARKING CITATIONS	75,000	75,000	10,000	10,000
500-0000-361-10-00	INTEREST INCOME	-	-	-	55,000
500-0000-369-00-00	MISCELLANEOUS REVENUE	-	-	-	-
500-0000-381-10-00	PAID PARKING TRANSFERS FROM OTHER FUNDS	-	-	-	-
500-0000-382-00-00	PAID PARKING TRANSFER FROM OTHER FUNDS	-	-	-	-
500-1550-359-00-00	METERED PARKING FINES	-	-	-	-
Subgroup : [500] Revenue		\$ 798,500.00	\$ 804,500.00	\$ 988,000	\$ 983,000
500-1550-541-10-12	REGULAR SALARIES	\$ 228,000	\$ 90,295	\$ 118,850	\$ 99,195
500-1550-541-10-14	OVERTIME	-	-	-	-
500-1550-541-10-15	SPECIAL PAY	75	-	-	-
500-1550-541-10-16	PTO LIABILITY	8,405	-	-	-
500-1550-541-10-21	FICA	14,150	6,785	9,092	7,588
500-1550-541-10-22	RETIREMENT CONTRIBUTIONS	10,150	-	2,000	-
500-1550-541-10-23	LIFE & HEALTH INSURANCE	23,200	-	2,578	-
500-1550-541-10-24	WORKER'S COMPENSATION	3,700	3,883	3,885	3,885
500-1550-541-10-25	MEDICARE	3,300	-	-	-
Subgroup : [10] Personnel Services		\$ 290,980	\$ 100,963	\$ 136,405	\$ 110,668
500-1550-541-30-31	PROFESSIONAL SERVICES	\$ 25,000	\$ 10,000	\$ 8,500	\$ 5,000
500-1550-541-30-34	OTHER CONTRACTUAL SERVICES	48,867	55,000	35,000	36,500
500-1550-541-30-36	PAID PARKING - COURTYARD REV. SHARE	12,000	13,000	13,500	-
500-1550-541-30-40	TRAVEL & PER DIEM	2,500	1,500	-	-
500-1550-541-30-41	COMMUNICATIONS SERVICES	8,000	1,000	3,500	23,396
500-1550-541-30-43	UTILITY SERVICES	2,000	2,500	3,500	3,500
500-1550-541-30-45	INSURANCE	25,000	8,800	30,500	12,063
500-1550-541-30-46	REPAIR & MAINTENANCE	29,000	29,000	10,500	10,500
500-1550-541-30-51	OFFICE SUPPLIES	3,550	3,550	-	-
500-1550-541-30-52	OPERATING SUPPLIES	14,500	5,500	10,000	1,500
500-1550-541-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	44,500	44,500	1,000	-
500-1550-541-30-55	EDUCATIONAL COURSES	3,800	3,800	3,000	-
500-1550-541-30-57	VEHICLE REPAIR & MAINTENANCE	4,000	4,000	5,000	15,000
500-1550-541-30-58	GAS, OIL & LUBRICANTS	-	-	-	-
500-1550-541-30-59	UNIFORMS	2,000	2,000	2,000	2,000
500-1550-541-30-60	PAID PARKING - ATLANTIC BEACH REV. SHARE	120,000	120,000	120,000	112,500
500-1550-541-30-90	PAID PARKING - MISCELLANEOUS	-	-	-	-
Subgroup : [30] Operating Expenditures		\$ 344,717	\$ 304,150	\$ 246,000	\$ 221,959
TOTAL OPERATING COST		\$ 635,697	\$ 405,113	\$ 382,405	\$ 332,627
500-1550-541-90-10	TRANSFER OUT-GENERAL FUND	105,000	214,750	285,000	295,000
	TRANSFER IN-G&A COST ALLOCATION			44,575	47,140
		\$ 740,697	\$ 619,863	\$ 711,980	\$ 674,767
Capital Outlay					
500-1550-541-60-62	BUILDING IMPROVEMENTS	-	-	-	-
500-1550-541-60-63	IMPROVEMENTS NOT BUILDINGS	50,000	-	-	-
500-1550-541-60-64	MACHINERY & EQUIPMENT	7,000	7,000	7,000	30,000
Subgroup : [60] CAPITAL OUTLAY		\$ 57,000	\$ 7,000	\$ 7,000	\$ 30,000
		\$ 797,697	\$ 626,863	\$ 718,980	\$ 704,767
TOTAL (SURPLUS)/DEFICIT:		\$ 803	\$ 177,637	\$ 269,020	\$ 278,233
TRANSFER OUT-GENERAL FUND					
	Allocation to Police Department	\$ 165,000			
	General Fund-Town Center	50,000			
	General Fund-Others	80,000			
Total Transfer Out		\$ 295,000			

SENIOR CENTER

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	ADOPTED BUDGET FY 2023-24	PROPOSED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues:					
103-0000-381-00-00	CDBG GRANT	\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000
103-0000-381-10-00	TRANSFER FROM GENERAL FUND	65,000	24,735	-	-
103-0000-383-10-00	DONATIONS	11,500	80,492	84,000	85,360
103-0000-383-10-01	DONATION INKIND		43,766	-	11,062
103-0000-341-70-00	CLASS FEES	39,911	12,000	20,000	35,000
103-0000-341-70-00	TRAVEL FEES	32,749	12,000	20,000	36,328
103-0000-389-10-00	APPROPRIATED FUND BALANCE	-	-	51,051	
Total Revenues		\$ 197,160	\$ 220,993	\$ 223,051	\$ 215,750
Expenses					
001-1110-565-10-12	REGULAR SALARIES	\$ 89,500	\$ 81,892	\$ 84,760	\$ 87,727
001-1110-565-10-14	OVERTIME	-	-	-	-
001-1110-565-10-15	SPECIAL PAY	-	-	-	-
001-1110-565-10-16	PTO LIABILITY	-	7,640	3,260	6,748
001-1110-565-10-21	FICA	5,750	6,849	6,734	6,711
001-1110-565-10-22	RETIREMENT CONTRIBUTIONS	6,875	6,267	6,161	6,161
001-1110-565-10-23	HEALTH INSURANCE	10,975	10,975	-	-
001-1110-565-10-24	WORKER'S COMPENSATION	750	750	1,895	113
001-1110-565-10-25	MEDICARE	1,500	-	-	-
001-1110-565-10-25	LIFE INSURANCE	-	-	855	855
Subgroup : [10] Personnel Services		\$ 115,350	\$ 114,374	\$ 103,665	\$ 108,315
OPERATING EXPENSES					
001-1110-565-30-31	PROFESSIONAL SERVICES	\$ 41,570	\$ 41,570	\$ 40,000	\$ 40,000
001-1110-565-30-34	OTHER CONTRACTUAL SERVICES	-	-	-	-
001-1110-565-30-40	TRAVEL & PER DIEM	1,000	1,000	1,000	1,000
001-1110-565-30-41	COMMUNICATIONS SERVICES	2,100	2,100	2,100	7,460
001-1110-565-30-43	UTILITY SERVICES	8,000	8,000	8,000	8,000
001-1110-565-30-44	RENTALS & LEASES	-	-	-	-
001-1110-565-30-45	INSURANCE	4,500	25,028	25,000	3,681
001-1110-565-30-46	REPAIR & MAINTENANCE	1,500	1,500	1,500	1,500
001-1110-565-30-47	MAINTENANCE	-	-	-	-
001-1110-565-30-48	PROMOTIONAL & ADVERTISING	1,000	1,000	3,000	3,000
001-1110-565-30-49	OTHER CURRENT CHARGES	4,500	4,500	5,500	5,500
001-1110-565-30-51	OFFICE SUPPLIES	5,000	5,000	5,000	1,000
001-1110-565-30-52	OPERATING SUPPLIES	5,000	5,000	5,000	9,000
001-1110-565-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	-	-	-	-
Subgroup : [30] Operating Expenditures		\$ 74,170	\$ 94,698	\$ 96,100	\$ 80,141
OPERATING COST (GROUP 10 & 30)		\$ 189,520	\$ 209,072	\$ 199,765	\$ 188,456
TRANSFER IN-G&A COST ALLOCATION		-	-	23,286	27,294
Total Operating Costs		\$ 189,520	\$ 209,072	\$ 223,051	\$ 215,750
001-1110-565-60-62	BUILDING IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -
001-1110-565-60-64	MACHINERY & EQUIPMENT	-	-	-	-
Subgroup : [60] CAPITAL OUTLAY		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES:		\$ 189,520	\$ 209,072	\$ 223,051	\$ 215,750
Surplus / (Deficit)		\$ 7,640	\$ 11,921	\$ 0	\$ 0



**Regular Meeting
Agenda Item #3A
August Minutes**

**MINUTES
BUDGET WORKSHOP MEETING
MONDAY, AUGUST 4, 2025, 4:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Budget Workshop of the City Council of the City of Neptune Beach was held on Monday, August 4, 2025, at 4:00 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 Financial Officer Jaime Hernandez
Senior Center Director Leslie Lyne
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
HR Coordinator Jillian McCann
City Clerk Catherine Ponson

Call to Order/Roll Call	Mayor Bylund called the Budget Workshop meeting to order at 4:00 p.m.
Public Works	Public Works Director Deryle Calhoun updated Council on the current FY25 Budget. Mr. Calhoun gave an update of the proposed FY26 Budget, which includes Streets, Public Works, Stormwater, Water and Sewer Utility, Water and Wastewater. He stated he had prioritized projects in each of his funds.
City Manager	City Manager Richard Pike reminded Council that this is the second round of budget reviews. These reviews will be completed on August 18. Council will receive a proposed budget as soon as it is completed after the workshops. He added that the day-to-day operations have changed minimally in his department other than the 3.5% increase for employees.
Finance	Chief Financial Officer Jamie Hernandez reported his finance budget now includes an additional \$45,000 for the second audit, which will be completed in FY2026.
Adjournment	There being no further business, Mayor Bylund adjourned the Budget Workshop at 4:59 p.m.

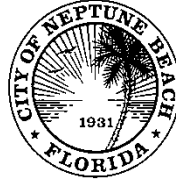
Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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



**MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, AUGUST 4, 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, August 4, 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 Financial Officer Jaime Hernandez
Commander Liam Toal
Senior Center Director Leslie Lyne
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
City Clerk Catherine Ponson

Call to Order/Roll
Call/Pledge

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

APPROVAL OF MINUTES

Minutes

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

July 7, 2025, Regular City Council Meeting
July 21, 2025, Budget Workshop Meeting
July 21, 2025, Special City Council Meeting
July 21, 2025, Workshop City Council Meeting
July 21, 2025, Town Hall Council Meeting

Roll Call Vote:

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

MOTION CARRIED

PUBLIC COMMENTS

Public Comments

Shellie Thole, 310 Oleander Street, Neptune Beach, thanked the Building Department for the smooth process she experienced in obtaining a permit for a construction project. She also spoke regarding the Senior Center and the COLA increase for police retirees.

CITY MANAGER

City Manager Report City Manager Richard Pike reported all departments are actively engaged with a full workload, managing ongoing projects and daily operations.

City Manager reports can be located on the City of Neptune Beach website at: <https://www.nbfl.gov/city-manager/pages/city-manager-reports>.

FY26 Millage Rate Mayor Bylund explained Chief Financial Officer would be presenting numbers to show what it would look like if the millage rate was “rolled-back.” This is for discussion only. This is the dollar amount the City would have to do without if the millage rate was rolled back and did not leave it the same.

Councilor Messinger stated that maintaining the millage rate at 3.3656 is the prudent thing to do as we dig out from a lot of deferred maintenance. Staff has done an excellent job with a lean budget.

Mayor Bylund recognized the hard work of all the departments. She commented lowering the millage rate could be the difference between a critical infrastructure project being completed. No one has mentioned raising the millage rate.

CONSENT AGENDA

Consent Agenda – Approval of Renewal and Amendment of Professional Services Agreements.
Continuing
Services
Contracts

Made by Messinger, seconded by Horvath.

MOTION:

Roll Call Vote:

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

Noes: 0

MOTION CARRIED**VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS**

1112 Third Street, LLC Second of Two Public Hearings - Development Agreement between the City of Neptune Beach and 1112 Third Street, LLC, for the property located at 1102 and 1112 Third Street, Neptune Beach, Florida (RE # 172851-0000 and 172850-0000.

Ex Parte Communications There were no ex parte communications disclosed.

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 Livingston.

MOTION: **TO APPROVE THE DEVELOPMENT AGREEMENT CONDITIONAL UPON APPROVAL OF TRANSACTIONS CONTEMPLATED IN THE AGREEMENT**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

ORDINANCES

Ord. No. 2025-11, Amending FY25 Budget Ordinance No. 2025-11, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending the Operating Budget for the City of Neptune Beach, Florida for Fiscal Year 2025, Beginning October 1, 2024, and Ending September 30, 2025 (Senior Center Water Intrusion Repairs)

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 Livingston.

MOTION: **TO APPROVE ORDINANCE NO. 2025-11 AT FIRST READING**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

OLD BUSINESS

Police Officers' Retiree COLA Discussion Police Officers' Retirement System COLA Discussion. Mayor Bylund expressed that this is for discussion and information only. There is no ordinance attached.

Sergeant Dustin Kamppi, Chairman, Neptune Beach Police Officers' Retirement Fund Board. He stated that he is there to answer any questions and to provide accuracy for the data that had been previously discussed. He confirmed that the Pension Board is made up of two active members of the Retirement System, two residents of the City of Neptune Beach, and a fifth member chosen by the other four trustees.

Pedro Herrera, Pension Board Attorney, Sugarman Susskind Braswell & Herrera, answered Mayor Bylund's inquiry that each of the trustees and service providers have a fiduciary responsibility to the pension fund itself and not the City. The pension fund is a separate legal entity that can be sued and can sue all on its own.

Douglas Lozen, Actuary, Foster and Foster, Pension Plan Administrator, stated they have been the actuary for the Pension Board since the 1990s. They are also the plan administrators. He is familiar with the COLA increase history. He added that the projection analysis presented tonight and in 2024 is based on 3% out of the gate. This is closest to what passed, which is 1% at first graduating to 3%.

Discussion included using the \$735,000 prepaid contribution by the City, the one-time adjustment for retirees who retired prior to October 1, 2020, and the projection analysis table from 2024.

Mayor Bylund requested a table that shows the cost of living raise that was actually awarded.

Mr. Lozen confirmed Mayor Bylund's statement that based on her calculations that she ran over the next 15 years, the increase will cost the City \$6,640,673.00. He also commented that the COLA is always under discussion for all of their clients at an increasing rate.

Mark Leone, Labor Representative, Fraternal Order of Police, stated it his position that this is a subject to be bargained for and not to be imposed.

Councilor Messinger reminded everyone that Police Officers increased their contributions from 8% to 9%. He stated that the COLA increase has been discussed for years. Being a police officer is a hard job and the starting salary is not the greatest. One of the benefits is some stability in retirement and he does not want that to get lost in the conversations.

NEW BUSINESS

Auditor Selection Independent Financial Auditor Selection. Councilor Rogers explained that at the July 28, 2025, the Committee reviewed the responses to the Auditing Services RFP. Two responses were received, Mauldin & Jenkins and James Moore. The recommendation is to select James Moore.

Made by Livingston, seconded by Rogers.

MOTION: **TO ENTER INTO A CONTRACT WITH JAMES MOORE TO PROVIDE AUDITING SERVICES FOR A PERIOD OF THREE YEARS STARTING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2025**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Public Works Roof Project Public Works Roof and Related Replacement Project. Public Works Director Deryle Calhoun explained the original award was rescinded by Council after learning the roof material specified would not meet the 20-year warranty requirement. Roof specifications were corrected, and an asphalt shingle alternate was included prior to readvertising. Four bids were received and reviewed. They are listed below:

- Alpha House - \$509,000.00 (did not include Buyer's Contingency); 0.04-inch all eight buildings; bid package was not submitted
- Frazier Contracting LLC - \$209,652.30 (includes Buyer's Contingency of \$50,000); significant bid package items were not submitted
- Inland Construction and Engineering - \$884,918.00 (did not include Buyer's Contingency); Alt 4 deduct of \$334,423.00 results in \$550,495.00; significant bid package items were not submitted
- K&G Construction Co., Inc. - \$530,856.00 for Alt 2 and \$247,472.00 for Alt 4, including Buyer's Contingency of \$50,000; bid package submittals are complete.

Made by Messinger, seconded by Horvath.

MOTION: **TO DEFER TO THE NEXT MEETING TO ALLOW STAFF TO GET GREATER CLARITY ON SHINGLES FOR THE OUTBUILDING AND THE ALPHA HOUSE BID BEING NOT TO EXCEED**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

United Rental
Sourcewell
Contract

United Rental Sourcewell Contract – Piggyback.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE THE USE OF UNITED RENTAL SOURCEWELL CONTRACT**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Equipment Load
Mat Rental

Potable Well 5 Construction -Equipment Load Mat Rental.

Made by Messinger, second by Rogers.

MOTION: **TO APPROVE PAYMENTS TO UNITED RENTALS IN THE AMOUNT \$30,135.00**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

3rd Street Gravity
Sanitary Sewer
Reconstruction

3rd Street Gravity Sanitary Sewer Reconstruction. Mr. Calhoun explained Jax Utilities Management, Inc. (JUM) was recently awarded a contract to construct a second pipeline crossing of 3rd Street. During Council discussion of options to ensure a reliable second crossing, reconstruction of the existing pipeline was presented as an option if a Beaches Energy utility pole could be relocated. Staff, JUM and Beaches Energy met on-site and agreed on a reconstruction path forward, including relocation of the utility pole. JUM has provided an estimate of \$360,000 for the reconstruction. This cost and effort of construction compare favorably to the alternate route bid of \$790,869.07.

Made by Messinger, seconded by Livingston.

MOTION: **TO AWARD TO JAX UTILITIES MANAGEMENT, INC. IN THE AMOUNT OF \$360,000.00**

Roll Call Vote:

Ayes: 4- Horvath, Messinger, Livingston and Bylund

Noes: 1- Rogers

MOTION CARRIED

COUNCIL COMMENTS

Councilor Rogers suggested that with issues like the Beaches Energy utility pole, we should get answers up front.

Mayor Bylund announced a community workshop at Atlantic Beach City Hall on Wednesday, August 6, 2025, at 6:00 p.m. The purpose is to discuss the City of Neptune Beach request for fire suppression service for 500 and 572 Atlantic Boulevard.

Mayor Bylund thanked everyone who participated in the Fletcher High School Swimming Pool Clean Up on Saturday, August 2, 2025.

Adjournment There being no further business, Mayor Bylund adjourned the meeting at 7:46 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
BUDGET WORKSHOP MEETING
MONDAY, AUGUST 18, 2025, 4:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Budget Workshop of the City Council of the City of Neptune Beach was held on Monday, August 18, 2025, at 4:00 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 (*absent*)
 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
 Parks and Sustainability Director Colin Moore
 Chief Information Officer Ricardo Pizarro
 HR Coordinator Jillian McCann
 City Clerk Catherine Ponson

Call to Order/Roll Call/	Mayor Bylund called the Budget Workshop meeting to order at 4:00 p.m.
City Manager	City Manager Richard Pike announced this is the final budget workshop for Council. He reported that the first approval of the FY25-26 Budget cannot take place sooner than 65 days after the certification of value from the Property Appraiser. This will result in the first hearing for the proposed budget will be held on Wednesday, September 3, 2025. He is recommending also moving the Regular Council meeting to this day. The second and final budget hearing will be on Monday, September 15, 2025, at 6:00 p.m. Mayor Bylund announced that both the first public hearing and Regular City Council Meeting will be held on Wednesday, September 3, 2025, at 6:00 p.m.
Police Department	Chief of Police Michael Key reported he had one revision from the first budget workshop. This change is in the request for in-car radios from \$6,000 to \$15,000. A change was made to the encryption from COJ resulting in need for three new radios. This will come from the Radio Communication Trust Fund.
City Clerk	City Clerk Catherine Ponson stated there were no changes in the City Clerk budget from the June 16, 2025, presentation.
Human Resources	HR Coordinator Jillian McCann advised the HR budget had not changed. Discussion included the City paying 100% benefits for employees and dependents. The City previously paid 100% for employees and 50% for dependents. He implemented this in order to attract new and retain employees and to fill positions.

Community Development	Community Development Director Heather Whitmore indicated the FY26 Community Development budget had not changed from the presentation on June 16, 2025.
Senior Center	Senior Center Director Leslie Lyne reported the Senior Budget had not changed.
IT (Information Technology)	IT Director Ricardo Pizarro advised there were no additions or revisions to the IT FY26 Budget from the first presentation on June 16, 2025.
Adjournment	There being no further business, Mayor Bylund adjourned the Budget Workshop at 4:41 p.m.

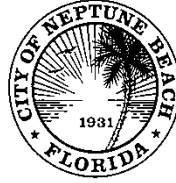
Corrine A. Bylund, Mayor

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, AUGUST 18, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

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

Attendance:	IN ATTENDANCE: Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief of Police Michael Key Chief Financial Officer Jaime Hernandez Public Works Director Deryle Calhoun Community Development Director Heather Whitmore Parks and Sustainability Director Colin Moore Senior Center Director Leslie Lyne 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. and led the Pledge of Allegiance.
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ORDINANCES/RESOLUTIONS

Ord. No. 2025-11, Amending FY25 Budget	<u>Ordinance No. 2025-11, Second Read and Public Hearing.</u> An Ordinance of the City of Neptune Beach, Florida, Amending the Operating Budget for the City of Neptune Beach, Florida for Fiscal Year 2025, Beginning October 1, 2024, and Ending September 30, 2025 (Senior Center Water Intrusion Repairs)
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Public Hearing	Mayor Bylund opened the public hearing. There being no comments from the public, Mayor Bylund closed the public hearing.
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Made by Messinger, seconded by Livingston.

MOTION: TO ADOPT ORDINANCE NO. 2025-11 ON SECOND READ

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Ord. No. 2025-12, Non-Profit Business Entities Ordinance No. 2025-12, Creation of Non-Profit Business Entities - Deferred

Res. No. 2025-15, Duval Local Hazard Mitigation Resolution No. 2025-15, A Resolution of the City of Neptune Beach City Council Accepting and Adopting the Updated Duval County Local Hazard Mitigation Strategy Document. Parks and Sustainability Director Colin Moore explained as required by law, Duval County has updated its county Local Mitigation Strategy (LMS) Plan. This plan is required to be updated every five years, and the amendments are made with input from other governmental agencies as well as the private sector. The Local Mitigation Strategy provides the basis for mitigation planning and the associated grant funding for all of Duval County. A Resolution adopting the county plan is a requirement for Neptune Beach projects to be eligible for mitigation grant funding.

Made by Messinger, seconded by Horvath.

MOTION: **TO ADOPT RESOLUTION NO. 2025-15**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Res. No. 2025-16, Admin. Authority Resolution No. 2025-16, A Resolution of the City Council of the City of Neptune Beach, Florida, Designating an Administrative Authority to Receive, Review, and Process Plat and Replat Submittals and an Administrative Official Responsible for Approving, Approving with Conditions, or Denying Proposed Plats and Replats, as Specified in Section 177.071, Florida Statutes; and Providing for an Effective Date

Made by Livingston, seconded by Messinger.

MOTION: **TO ADOPT RESOLUTION NO. 2025-16**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

DEPARTMENTAL ITEMS

Public Works Roof Public Works Roofs and Related Replacement Project. Public Works Director Deryle Calhoun stated that at the August 4, 2025, Council meeting, more clarification was requested on the bids received. Requests were sent to the four bidders, Alpha House Construction, Frazier Contracting, Inland Construction and Engineering and K&G Construction.

Made by Rogers, seconded by Livingston.

MOTION: **TO AWARD TO K&G CONSTRUCTION CO., LLC IN THE AMOUNT OF \$197,472.00 WITH A BUYER'S CONTINGENCY OF \$50,000.00 FOR A TOTAL OF \$247,472.00**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Adjournment

There being no further business, the Special Meeting adjourned at 6:40 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, AUGUST 18, 2025, 6:41 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, August 18, 2025, at 6:41 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance	IN ATTENDANCE: Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief Financial Officer Jaime Hernandez Chief of Police Michael Key Public Works Director Deryle Calhoun Parks and Sustainability Director Colin Moore Senior Center Director Leslie Lyne City Clerk Catherine Ponson
Call to Order/Roll Call	Mayor Bylund called the workshop meeting to order at 6:40 p.m.	
FY26 Budget	<u>FY26 Budget.</u> Chief Financial Officer Jaime Hernandez gave an overall review of the FY26 Budget. He presented the FY25-26 Operating Budget Summary, General Fund and Enterprise Funds.	
Senior Center 501(c)(3)	<u>Neptune Senior Activity Center Foundation Discussion.</u> Mayor Bylund explained this is to discuss the status of the Senior Center Foundation 501(c)(3). Discussion centered on the organizational structure of the Senior Center, evaluating whether it should operate as a City department or as an independent non-profit. Also included in the discussion was the Senior Center remaining part of the City to ensure transparency and control. Understanding grant implications if the Senior Center becomes a separate entity was also highlighted. Councilor Rogers agreed as Finance Committee Chair to address this for further exploration and discussion of the organizational structure.	
Adjournment	There being no further business, the workshop meeting adjourned at 7:37 p.m.	

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING
MONDAY, AUGUST 18, 2025, 7:37 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, August 18, 2025, at 7:37 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief Financial Officer Jaime Hernandez Chief of Police Michael Key Public Works Director Deryle Calhoun Parks and Sustainability Director Colin Moore Senior Center Director Leslie Lyne City Clerk Catherine Ponson
Call to Order/Roll Call/Pledge	Mayor Bylund called the Town Hall Meeting to order at 7:37 p.m.	
Public Comments – Open Topics	Mayor Bylund opened public comments on open topics. There were no requests to speak at the Town Hall meeting.	
Adjournment	The Town Hall Meeting adjourned at 7:37 p.m.	

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager's Report

Departmental Recaps-8/27/2025

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

City Clerk-Catherine Ponson

- Submitted Continuing Assignments for Florida Clerk Professional Program
- Finalize Capstone Paper for Florida Clerk Professional Program
- Fulfill ongoing public records requests
- Prepare Minutes and Council agenda packets
- Prepare public notices for all upcoming meetings
- Prepare and submit required public hearing notices

Community Development-Heather Whitmore

1. Public Meetings:

a. City Council

i. September 3, 2025

1. 1112 Third
 - a. Development Order
 - b. Special Exception
 - c. Variance
2. Downtown Parking Fee in Lieu and Leases Resolution and Ordinance

ii. September 17, 2025

1. Partial Easement Vacation: 1621 5th St
2. Workshop: Emergency Preparedness and Permitting Operations (FL Senate Bill 180)

b. Community Development Board:

i. September 10, 2025

1. Side yard setback variance: 1621 5th St
2. Emergency Preparedness and Permitting Operations/FL Senate Bill 180

2. Current Projects

- a. City-Wide Revenue Study
- b. Hurricane and Flood Preparedness Campaign
- c. Parking Lease Study

- d. Community Development Online Permitting and Electronic Records
- e. Historic Preservation Board established – accepting applications for board members
- f. Special Magistrate RFP – Use Division of Administrative Hearings and Readvertise
- g. Comp Plan Updates - forthcoming June/July 2025:
 - i. Property Right’s Element
 - ii. Infrastructure Element: Water Supply Facilities Work Plan

3. Important Legislative:

- a. **State Legislation SB 784- Effective July 1, 2025**
 - i. Requiring administrative approval of all plats.
- b. **State Legislation SB 180 - Effective July 1, 2025**
 - i. Creates requirements for municipal post-storm permitting, training, and operations.
- c. **State Legislation SB 683 - Effective July 1, 2025**
 - i. Reduces the time period for a building department to review residential and trade building permit applications to *five days*.

4. Planning and Public Engagement Initiatives

- a. SAFE AND CLEAN: Code Enforcement Campaign for hurricane preparedness
- b. Third/Atlantic Master Planning/Kmart Redevelopment/Lemon Street Unified Plan- forthcoming for review by Council Workshop

5. Incoming Development

- a. 1112 Third St (for review and comment)
 - i. Development Agreement
 - ii. Development Order/Special Exception/Variance
- b. Bakkes/Marsh Point Development- Purchase extension

6. Services/Contracts

- a. Community Development Online Permitting (2026 Debut)
 - i. All permits online
 - ii. Inspection requests
 - iii. Plan review
- b. Community Development Online Electronic Records (2026 Debut)
 - i. Scanning all paper records
 - ii. Online access to all permitting records
- c. *JFRD Fire Plans Examination and Inspection Service Contract – forthcoming, pending dates from JFRD*

7. Monthly Revenue:

Building Activity 10/1/24-10/1/25	
Month	Cash Receipts
Oct-24	\$24,781.74
Nov-24	\$22,912.39
Dec-24	\$30,572.52
Jan-25	\$42,657.66
Feb-25	\$13,974.35
Mar-25	\$33,700.11
Apr-25	\$29,562.53
May-25	\$15,853.00
Jun-25	\$18,906.85
Jul-25	\$36,803.93
Aug-25	\$40,350.00
Sep-25	
Totals	\$310,075.08

Finance-Jaime Hernandez

- Having budget meetings with Department Heads to discuss items for the FY 2025-26 budget.
- Working on the preliminary Operating for the FY 25-26 budget 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 and Michael are scheduled to attend the TYLER conference from May 11 to May 14.
- Working on a request for proposal (RFP) for new auditors.

Human Resources-Jillian McCann

- Human Resources is actively recruiting for a GIS Architect to enhance our City's data management and ensure the City's strategic goals are met.
- We welcome Mr. Blake West as Project Manager in the Parks and Sustainability Department and Mr. Shawn Ashe in the Public Works Department.
- The Safety Committee recently attended an accident investigation training session to strengthen our workplace safety initiatives and enhance incident response capabilities.
- Mandatory compliance training will be implemented for all employees to ensure adherence to federal, state, and local laws and regulations.
- Professional development is ongoing.

IT Department-Ricardo Pizarro

- Replacing ERP notification system for upcoming citizen and vendor enhancements.
- Added two new employees to welcome aboard.
 - IT Support Specialist
 - Social Media Specialist
- Preparing for Storm and Disaster Recovery Testing

Parks & Sustainability- Colin Moore

- FY 25 State Appropriations Request (\$500,000) for Bay St Culvert Replacement approved in State Budget and authorized by Governor
- Planning installation of new beach showers at Lemon St and Florida Blvd accesses (Florida Blvd shower installed June 13)
- Coordinating potential traffic calming improvements on South St and Bay St with FDOT (Installation at Fifth St and South St scheduled for week of 8/25)
- Presentation on School Zone Speed Enforcement Cameras given to the Jacksonville Bicycle Pedestrian Advisory Committee on July 10
- COJ Tree Commission approved new trees for Cleary Park on July 16 (planting scheduled for week of 8/25)
- Coordinating with Jacksonville Beach and DCPS on the crosswalk for the intersection of Fourth St and Seagate Ave

Public Works- Deryle Calhoun

(Updates in underline font)

Potable Water System

- Replacement Well 5 – Well driller has completed drilling and performance testing. Final pipe tie-in is complete. Electrical is complete, including pump test. Operations control programming to complete the week of 8/25/25, and bacteriological sampling continues. Following FDEP approval, Well 5 will be in service until abandonment of Wells 1 and 2 begins.

Wastewater System

- Redundant 3rd Street gravity pipeline – Construction well underway. Council approved reconstruction of approximately 70' of pipe that previously failed. FDOT has approved this additional work. The current schedule has all pipe work complete as of 9/19/25, with paving to be completed by 10/03/25.
- Cave-in on existing pipe at 3rd and Florida—Contractor provided a quote, which is under review. This work will occur at night because the intersection will be

blocked.

Stormwater System

- Hopkins Creek improvements at Florida and Forest – COJ engineering consultant at 60% design in April. Final design and permitting expected by the end of the calendar year and released for bid early 2026. Construction would begin mid-2026.
- Myra, Margaret, and South stormwater improvements – Bonds have been filed, and the contract is with the contractor for execution. Door flyers will be distributed prior to the contractor's mobilization.

Senior Center

- Water intrusion damage repairs – A fully executed contract should be finalized by the end of week 8/25/25.

Public Works

- Public Works roofing project – Council awarded to contractor at its 8/18/25 meeting.
- Lifeguard station intermediate improvements – PO to contractor was mutually rescinded. Staff are awaiting multiple quotes from contractors.

Parks

- Cleary Park improvements – COJ tree commission request for trees was approved. Work around new sign of lighting and landscape improvements was delayed. PO has been issued to the contractor.

Senior Center-Leslie Lyne

- YTD DONATIONS/FUNDRAISERS **\$31,691.37**
- Guests/Members scheduled fundraising tours to California Sequoia tour, Costa Rico, Holland, Belgium Tulip tour, Paris & Normandy tour; Christmas Markets, Black Hills & Badlands, National Parks, Italy, America's Music Cities, and more developing
- COJ mandatory meeting for CDBG 2025-2026 Financial year of reporting September 3, 2025 @ Jacksonville Main Library
- NEW AI class for seniors scheduled in September
- Travel Presentation September 16, 2025
- September 17, 2016, New Rules in Medicare presentation, Lunch & Learn with Senior Savings Network
- September 22 Last Days of Summer celebrated with Salsa & Latin Dancing and Lunch with Conviva
- Grant application submitted to City of Atlantic Beach for \$5,000-application is going to the final presentation to the City of Atlantic Beach ARCC for final approval on August 27
- AARP Safe Driving Class October 4-5, 2025
- October 29, 2025, birthday party for everyone, sponsored by Conviva
- Christmas concert in St. Augustine Basilica scheduled for Sunday, December 21, 2025

- YTD programs/events delivered- 1,195
- YTD Attendees-7,932 (duplicated participation)
- YTD Attendees-701 (unduplicated)

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: August 13, 2025
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: V25-05/SE25-01/DP25-01

TO: Community Development Board

FROM: Heather Whitmore, AICP, Community Development Director

DATE: August 6, 2025

SUBJECT: V25-05/SE25-01/DP25-01– 1112 Third Street Parkside Office Complex

V25-05: Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback. The property is in the C-1 zoning district.

SE25-01: Application for Special Exception as outlined in Chapter 27 Article III Division 9 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicants are requesting a special exception for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking for an office. The property is in the C-1 zoning district.

DP25-01: Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a Development Plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the C-1 zoning district.

I. BACKGROUND:

The applicant requests a development plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the Commercial-1 (C-1) zoning district and has a Walkable Commercial Corridor comprehensive plan future land use designation.

DP25-01 requires a concurrent review of associated variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback, as well as a concurrent review of associated special exception SE25-01 for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

II. DISCUSSION:

The “developers” 1112 Third Street LLC request approval of the attached development plan, variance, and special exception for Parkside Office Complex located at 1102 and 1112 Third Street, Neptune Beach, Florida. The developers propose to construct a two-story, 24 foot high, 27,346 SF office building with associated 54 onsite parking spaces and landscaping, as well as seven publicly shared parking spaces in the Magnolia Street right-of-way along the site’s northern boundary, and 13 shared parking spaces in the North Street right-of-way along the site’s southern boundary and Jarboe Park.

The property is shown in attached vicinity maps and is located adjacent to Jarboe Park, lying northwest of the intersection of Third Street and Florida Boulevard. The one acre lot now contains two single story office buildings, and an older single family home. The site’s current impervious lot coverage is 70%, composed largely of concrete parking.

The site is bound to the north by multi family, to the south by Jarboe basketball/baseball and single family homes along Florida Blvd, to east by Third Street and single family homes, and to the west by Jarboe Park and single family homes along Florida Blvd.



Figure 1: 1102 and 1112 Third Street, Neptune Beach, FL

The proposed office building will be in a modern architectural style, with large glass panes and cantilevered balconies (as indicated in attached elevation renderings). The architectural style will be consistent with other offices recently developed along Third Street. The proposed office site is oriented with the parking area on the east side of the lot abutting Third Street, with the building on the west side of the lot adjacent to the park and single family homes along Florida Boulevard.

Site building orientation and lighting are designed to minimize glare and prevent light intrusion on single family homes to the south and west (see attached lighting plan).

The office building requires a minimum of 69 parking spaces; however, the developer has committed to providing 74 parking spaces and four bicycle parking spaces. As stated, the site is served by a total of 74 parking spaces, with 54 onsite parking spaces, seven publicly shared parking spaces (including handicap) in the Magnolia Street right-of-way along the site's northern boundary, and 13 shared parking spaces in North Street right-of-way along the site's southern boundary and Jarbore Park.

The parking lot will be densely landscaped with a grass and palm hedge and a variety of palm, live oak, and magnolia trees (as indicated in attached landscape plans). The proposed parking area will replace the site's existing concrete with pervious pavers to

improve stormwater management conditions. The site's post-development impervious lot coverage will be reduced 69%.

The project has been issued a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 141 net new trips per day. Both Florida Boulevard and Third Street have adequate available traffic capacity to permit 141 new trips without a reduction in level of service.

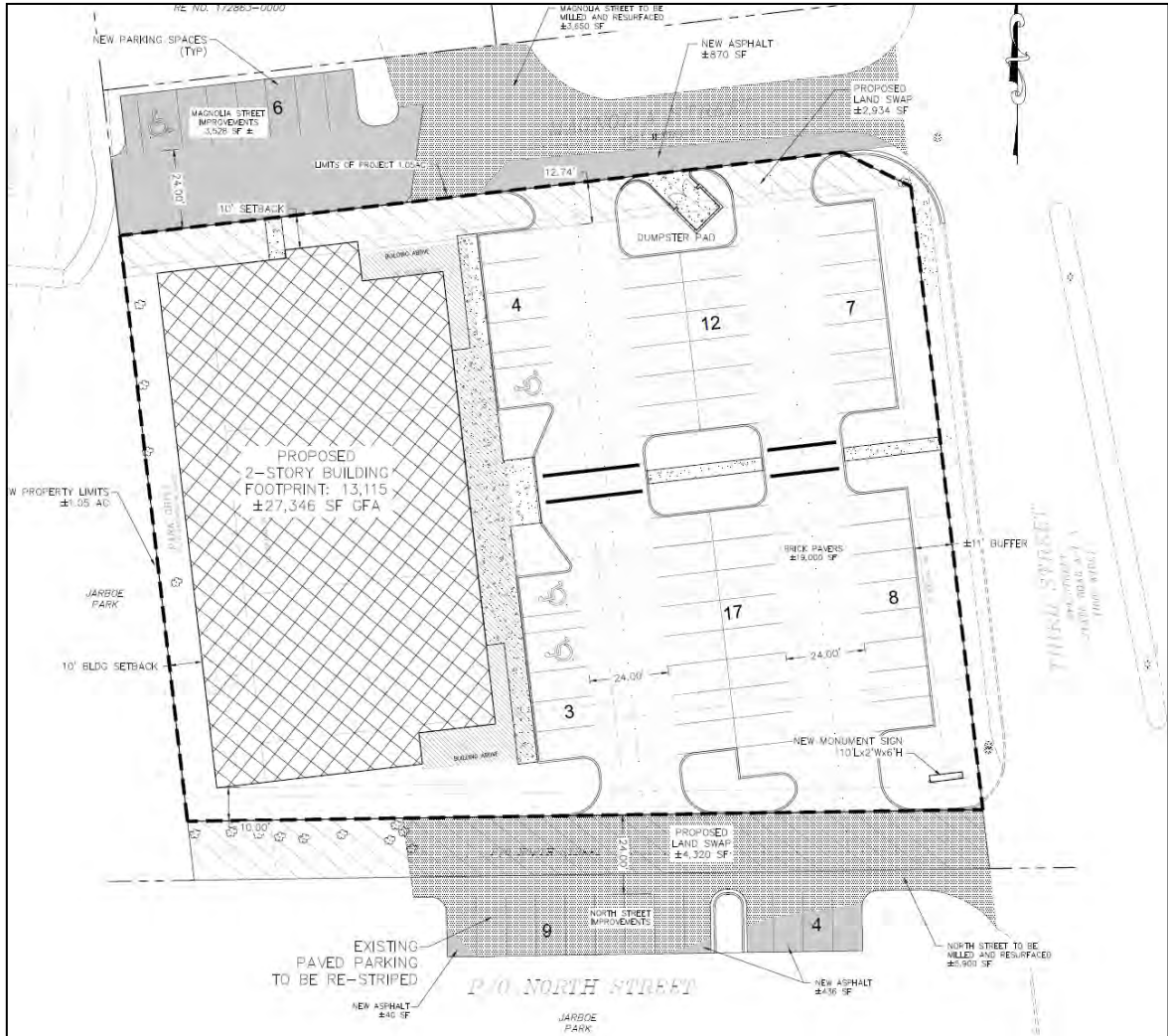


Figure 2: 1112 Third Street Parkside Office Complex Master Plan

On July 21, 2025 the Neptune Beach City Council approved a development agreement (attached) for Parkside Office Complex to permit 1) a land exchange of public right-of-way, 2) 20 public parking spaces and paving improvements in public rights-of-way, 3) a shared parking agreement for developer improved parking spaces in the right-of-way, and 4) abandonment of a public utility easement.

The City Council agreed to a land swap by vacating a 2,936 SF portion of Magnolia Street to be provided to the developer in exchange for the developer giving the City a 4,318 SF portion of private property to be dedicated to the North Street right-of-way.

The developer commits to repave the Magnolia Street right-of-way and provide seven (one handicap) publicly shared parking spaces adjacent to Jarboe park, as well as repave the North Street right-of-way and provide 13 publicly shared parking spaces adjacent to the ball fields.

The City granted the developer a shared parking agreement to utilize the 20 newly improved public parking spaces as off-site parking to serve the office during regular business hours.

Following the City Council's authorization of this development agreement, the developer will return to the City Council to obtain a development order approval and associated off-site parking special exception and setback variance. Furthermore, the developer will return to the City Council to request formal execution of the land swap and utility easement termination.

Variance 25-05

As stated, the applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback. Table 27-239 requires that new development in the C-1 corridor along Third Street place parking in the rear of the building to allow the building placement setback no more than 25 feet from Third Street.

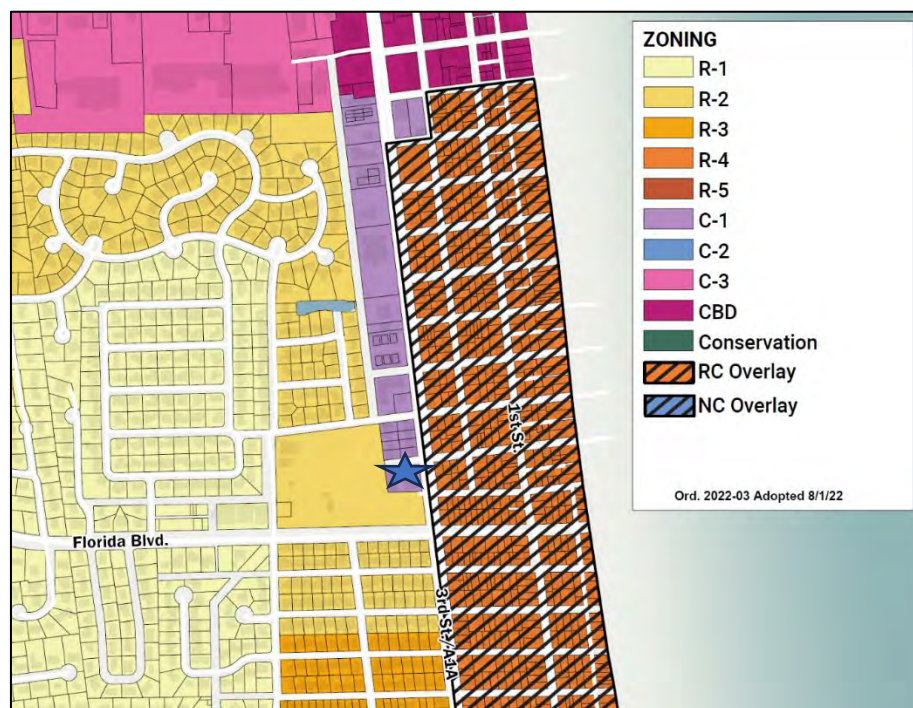


Figure 3: Zoning Map of 1112 Third Street Parkside Office Complex and surrounding area

The purpose of the variance is to allow a site and building orientation that minimizes light, sound, and aesthetic impacts that a parking area adjacent to a residential corridor may present. The building orientation is designed to abate light and noise intrusion for the single family homes to the south and west.

SE25-01

27-540 “*Parking Requirements*” requires one parking space per 400 square feet of office gross floor area. The proposed office building requires a minimum of 69 parking spaces; however, the developer has committed to providing 74 parking spaces with 54 onsite parking spaces and 20 publicly shared parking spaces in the Magnolia Street right-of-way and North Street right-of-way.

The City granted the developer a shared parking agreement to utilize those 20 newly improved public parking spaces as off-site parking to serve the office during regular business hours. The shared parking spaces are an asset that improve the accessibility to Jarboe Park and City ball fields.

The applicant is now requesting a Special Exception SE25-01 for off-site parking in accordance with 27-540 (e) “*Parking Requirements*” “*Off-site parking*” to permit twenty (20) off-site parking spaces. Section 27-540 (e) “*off-site parking*” outlines the conditions under which an off-site parking special exception may be approved. The proposed twenty (20) off-site parking spaces comply with the standards outlined in 27-540 (e), specifically:

1. *The site has practical difficulty preventing the placement of the required parking spaces on the same lot as the premises they are intended to serve.*
2. *The off-site parking spaces are located within four hundred (400) feet of the premises they are intended to serve.*
3. *The off-site parking spaces are located within the same zoning district classification as the premises which the parking spaces will serve, or a classification allowing business or commercial activities.*
4. *The off-site parking spaces are not located in any residential district.*
5. *The location of the off-site parking spaces will adequately serve the use for which it is intended.*
6. *The location of the off-site parking spaces will not create unreasonable:*
 - i. *Hazards to pedestrians*
 - ii. *Hazards to vehicular traffic.*
 - iii. *Traffic congestion*
 - iv. *Interference with access to other parking spaces in the vicinity*
 - v. *Detriment to any nearby use.*
 - vi. *The developer has supplied a written agreement, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.*

III. V25-05 FINDINGS:

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

- a. **Applicant Response:** The property exhibits unique and peculiar circumstances due to its immediate adjacency to the City's park amenities on the western boundary while being bounded by 3rd Street to the east. Unlike other parcels in the same zoning district, the rear yard's proximity to the park creates a significant constraint, as placing parking in the rear would disrupt the park's aesthetic and functional value, potentially encroaching on public recreational space. This creates an exceptional hardship, as strict adherence to the 25-foot front yard setback would force parking into the rear, negatively impacting the adjacent public amenity in a way not shared by other properties in the zoning district.
- b. **Staff Response:** The site is uniquely situated on a corner abutting single family residential to the south and west. The building orientation is designed to abate light and noise intrusion for the single family homes to the south and west.

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

- a. **Applicant Response:** The proposed variance to exceed the 25-foot front yard setback is the minimum necessary to allow reasonable use of the parcel. By relocating parking to the front yard, the development maintains adequate parking to support the commercial use while preserving the rear yard to avoid conflicts with the adjacent park. The extent of the setback exceedance is limited to what is required to accommodate the necessary parking spaces, ensuring compliance with the City's parking requirements without excessive deviation from the setback standard.
- b. **Staff Response:** The parcel can reasonably be used today under the current use. The requested setback variance is not the minimum necessary to permit use of the parcel or building. However, the building orientation is situated to abate parking lot light and noise nuisances for residents.

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

- a. **Applicant Response:** The proposed variance will not adversely affect adjacent or nearby properties or the public. The front yard parking area will be designed

with appropriate landscaping, screening, and buffering to minimize visual impacts on neighboring properties and the streetscape. Pedestrian and vehicular access will be managed to ensure safety, and the preservation of the rear yard protects the adjacent park's functionality and public enjoyment, thereby benefiting the community as a whole.

- b. **Staff Response:** The variance will not adversely impact adjacent and nearby properties. The variance is requested to abate adverse effects on adjacent and nearby properties resulting from the parking and drive area.
- 4. **The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.**
 - a. **Applicant Response:** The variance will not substantially diminish property values or alter the essential character of the surrounding area. The variance will allow for a substantial improvement to both the subject property and by extension, the surrounding parking and park amenities. The front yard parking will be designed to blend with the commercial district's aesthetic, incorporating high-quality landscaping, low-impact lighting, and compliance with City design standards. By preserving the rear yard's open space adjacent to the park, the development maintains the area's recreational and aesthetic character, supporting property values and community identity.
 - b. **Staff Response:** The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site. The variance intent is to protect the character of the area.
- 5. **The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.**
 - a. **Applicant Response:** The proposed variance is in harmony with the general intent of the City's LDC to promote orderly, safe, and aesthetically pleasing development while supporting the specific intent of the commercial zoning district to facilitate viable commercial uses. Allowing front yard parking ensures the property can be developed for its intended commercial purpose while protecting the adjacent park, aligning with the City's goals of balancing development with community welfare and public space preservation.
 - b. **Staff Response:** The variance request from the required maximum setback of 25 feet is in harmony with the general intent of the LDC.

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

- a. **Applicant Response:** The need for the variance arises from the property's unique physical constraints, specifically its adjacency to the City's park amenities to the west, and how the site is bounded by a well-trafficked 3rd Street to the east; additionally it is bounded by Magnolia Street to the North and North Street to the south (where it plans to implement upgraded parking improvements). Thus, this is a function of the site's configuration and circumstances, and not from actions or disregard by the property owner or developer. The proximity of the park to the rear of the building (to the west) inherently limits the feasible placement of parking, and the variance request is a direct response to this site-specific condition rather than a self-imposed hardship or intentional deviation from the City's LDC requirements.
- b. **Staff Response:** The proposed variance request from the required maximum setback of 25 feet is not created through the actions of the property owner. Staff recommended the building orientation to protect neighbors.

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

- a. **Applicant Response:** Granting the variance will not confer special privileges denied to other properties in the same zoning district. The variance is necessitated by the property's unique configuration and adjacency to the City's park system to the west and to the south, a condition not shared by other parcels. Other properties in the zoning district without similar constraints can comply with the standard setback and parking requirements, and the variance is tailored solely to address the site-specific hardship without providing an undue advantage to the applicant.
- b. **Staff Response:** Granting the variance request from the required maximum setback of 25 feet would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

IV. SE25-01 FINDINGS:

1. The proposed use is consistent with the comprehensive plan.

- a. **Applicant Response:** The proposed offsite shared parking arrangement aligns with the comprehensive plan's goals of promoting efficient land use and sustainable development. By utilizing shared parking facilities, the project optimizes space, reduces the need for excessive parking lot construction, and supports the plan's objectives of fostering walkable, mixed-use communities while minimizing urban sprawl.
- b. **Staff Response:** The proposed office building and off-site parking are consistent with Comprehensive Plan *Walkable Commercial Corridor* Land Use which states:

These areas shall include offices, professional services, and retail sales which promote and advance walkability, service the routine and daily needs of residents, and are compatible with and have no measurable or noticeable adverse impacts upon surrounding residential uses.

2. The proposed use would be compatible with the general character of the area, considering the population density; the design; density; scale; location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

- a. **Applicant Response:** The offsite shared parking facility is compatible with the area's character, as it integrates with the existing population density, design, and scale of nearby structures. The parking facility is strategically located near similar commercial or mixed-use developments, ensuring it blends with permissible uses and maintains property values. Its design respects the aesthetic and functional orientation of surrounding buildings, contributing to a cohesive urban environment. It will be a mutually beneficial parking arrangement for users of the nearby City park amenities and invitees of the business on the subject property.

- b. **Staff Response:** The proposed office is compatible with the general area.

3. The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

- a. **Applicant Response:** The shared parking arrangement minimizes environmental impact by reducing the footprint of new parking infrastructure, preserving green spaces and limiting impervious surface runoff. The facility complies with stormwater management regulations and incorporates modern-day design practices, ensuring no adverse effects on the community's health, safety, or welfare. All development will meet federal, state and local requirements. This is a beneficial community upgrade to 2 parking areas on 2

City streets that will enhance the overall community spaces in that area of the City.

- b. **Staff Response:** There are no environmental impacts generated by the off-site parking. There are no hazardous materials used for this type of use. The use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.
- 4. **The proposed use would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.**
 - a. **Applicant Response:** The shared parking plan has been designed so as to minimize any disruption to that general area, and in fact to enhance existing City infrastructure. It will not exacerbate vehicular congestion or disrupt pedestrian movement. The parking facility is located just adjacent to the subject development to the north and to the south, while also adjacent and abutting the City's premier park amenities providing better improved access for the general public in that community, with safe pedestrian pathways and crosswalks. Shared parking optimizes space by leveraging complementary parking demands (e.g., daytime commercial or office uses while complementing general public access and park usage), ensuring adequate parking availability without compromising community safety or welfare.
 - b. **Staff Response:** The parking will not have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community. The developer is improving the public right-of-way and providing public parking spaces. The City granted the developer a shared parking agreement to utilize the newly improved public parking spaces as off-site parking because the shared parking spaces are an asset that improve the accessibility of Jarboe Park and City ball fields.
- 5. **The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.**
 - a. **Applicant Response:** The offsite shared parking arrangement supports the comprehensive plan's vision for future development by maximizing land use efficiency and preserving space for higher-value uses, such as commercial development and public access. The shared parking model encourages coordinated development patterns, ensuring that future growth in the area remains consistent with planned zoning and land use designations.
 - b. **Staff Response:** The proposed use is consistent with other uses in the Walkable Commercial Corridor District. The office and shared parking are consistent with area and would not have a detrimental effect on the future development as allowed in the comprehensive plan.

6. The proposed use would not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.

- a. **Applicant Response:** The offsite shared parking facility is designed to minimize disturbances, incorporating features such as shielded lighting to prevent glare, noise-reducing development, and proper ventilation. The development is designed and will be constructed and maintained according to modern-day improved commercial, retail, office standards. The product will be a total upgrade to the site both in terms of function and aesthetics. The facility's operations align with existing and permissible uses in the area, ensuring no excessive noise, vibration, odors, dust, or physical activities that would disrupt the community.
- b. **Staff Response:** The office and shared parking will not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area. The office and shared parking spaces are an asset that improve the area and accessibility to Jarboe Park and City ball fields.

7. The proposed use would not overburden existing public services and facilities.

- a. **Applicant Response:** The shared parking arrangement does not place undue strain on public services or facilities, such as water, sewer, or emergency services. By consolidating parking needs, the project actually reduces the demand for new infrastructure, allowing existing public services to adequately support the development without requiring costly expansions or upgrades and is a valuable amenity to the City without costing the taxpayer.
- b. **Staff Response:** The developer is improving existing public services and facilities and providing public parking spaces. The City granted the developer a shared parking agreement to utilize the newly improved public parking spaces as off-site parking because the shared parking spaces are an asset that improve the accessibility of Jarboe Park and City ball fields

8. The proposed use meets all other requirements as provided for elsewhere in this Code.

- a. **Applicant Response:** The proposed offsite shared parking plan adheres to all relevant provisions of the city's land development code, including zoning regulations, parking standards, and design guidelines. The project has undergone a thorough review to ensure compliance with setback requirements, accessibility standards, and any additional conditions outlined in the code, as well as any necessary agreements for shared parking management.
- b. **Staff Response:** All provisions of this code are met by the proposed office development plan and proposed parking agreement.

V. DP25-01 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders state the community development board shall conduct a quasijudicial public hearing and shall consider the following factors when issuing a development order:

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

Staff Response: The proposed development plan is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses to the north. Residentially zoned property borders the site to the south, east, and west.

The proposed office building will be in a modern architectural style, with large glass panes and cantilevered balconies (as indicated in attached elevation renderings). The architectural style will be consistent with other offices recently developed along Third Street.

The office site will be densely landscaped to seamlessly integrate into Jarboe Park. The parking lot will be densely landscaped with a grass and palm hedge and a variety of palm, live oak, and magnolia trees (as indicated in attached landscape plans). The site's building orientation and lighting minimizes glare and prevents light intrusion on single family homes to the south and west (see attached lighting plan).

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

Staff Response:

Traffic: The project has been issued a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 141 net new trips per day. Both Florida Boulevard and Third Street have adequate available traffic capacity to permit 141 new trips without a reduction in level of service.

Water/Sewer: This project has been issued a water and sewer letter of availability from City of Neptune Public Works.

School: Not applicable

Drainage: A new on-site parking area will be constructed using "permeable" pavers to reduce the stormwater runoff leaving the site. A portion of the existing asphalt pavement on Magnolia Avenue will be removed as part of this construction. Stormwater runoff from the new property will flow into the city-owned ditch system by means of a piped collection system. A smaller portion of the runoff from the site

will continue to flow into the Third Street FDOT system and into the same collection system as the remainder of the site. As shown in the attached calculations the impervious surface ratio for the proposed development is 69 percent, which is less than the existing conditions. Therefore, no additional stormwater treatment or retention system is proposed for this development. St. Johns River Water Management District has issued an Environmental Resource Permit Exemption Letter (attached).

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

Staff Response: The proposed development plan is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

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

Staff Response: The office site plan and building are consistent with comprehensive plan Walkable Commercial Corridor land use which states:

These areas shall include offices, professional services, and retail sales which promote and advance walkability, service the routine and daily needs of residents, and are compatible with and have no measurable or noticeable adverse impacts upon surrounding residential uses.

The proposed development plan for DP25-01 “1112 Third Street Parkside Office Complex”, as presented, requires a concurrent review of associated variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback, as well as a concurrent review of associated special exception SE25-01 for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

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

Staff Response: The proposed development plan is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

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

Staff Response: The development order request was noticed as required to property owners within 300 feet. A sign was posted on the property according to requirements. Staff has not received any comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: The proposed development is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, public utility, parking, and traffic circulation standards.

VI. STAFF RECOMMENDATION

Staff recommends approval of variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback as requested.

Staff recommends approval of special exception SE25-01 for 20 off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

Staff recommends approval of the application for development plan DP25-01 “1112 Third Street Parkside Office Complex” to permit a 27,346 SF office building with associated parking and landscaping, as presented.

The developer shall submit a final development plan for review by the City Council. The final development plan shall be consistent with the preliminary development Plan shall contain no land uses different than those approved in the preliminary development plan.

VII. RECOMMENDED MOTION:

V25-05

- a. I recommend approval of V25-05

OR

- b. I recommend denial of V25-05

SE25-01

- a. I recommend approval of SE25-01

OR

- b. I recommend denial of SE25-01

DP25-01

- a. I recommend approval of DP25-01

OR

- b. I recommend denial of DP25-01

VIII. Exhibits:

- A. Variance, Special Exception, and Development Order Application
- B. Development Plan
- C. Vicinity Maps
- D. Elevation/Building Renderings
- E. Landscape Plan
- F. Lighting Plan
- G. Certificate of Concurrency and Traffic Analysis
- H. Water and Sewer Service Availability Letter
- I. St. Johns River Water Management District Environmental Resource Permit Exemption Letter
- J. Signed Development Agreement with City of Neptune Beach (including shared parking agreement)

**Ex A) VARIANCE, SPECIAL EXCEPTION, AND
DEVELOPMENT ORDER APPLICATION**

APPLICATION FOR DEVELOPMENT PLAN REVIEW

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



APPLICATION FEE: Residential Developments (not including SFD) - \$200.00/ unit (plus cost of any outside review or other departmental reviews)

Commercial Development - \$2,000.00

Replat Plan Review-\$400.00

Date Filed:		Name and address of the applicant requesting development review: (NOTE: If the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporation ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows.	
Name & Mailing address of Owner of Record: 1112 Third Street, LLC – Marc Hassan 9803 Old St. Augustine, Rd Suite 1 Jacksonville, FL 32257 Contact phone # 904-389-7311 e-mail address: mhassan@spectrumrealtyco.com		Property Address: 1112 Third Street Neptune Beach, FL 32266 Real Estate ID # 172852-0000, 172851-0000 Lot 1-8 Block 1 Subdivision: Neptune Gardens Zoning District: C-1	
Name and Address of Agent/Applicant Means Engineering, Inc – Tripp Means 1414 Kingsley Ave, Suite 3 Orange Park, FL 32073		Telephone # 904-264-9902 Email: TMeans@meansengr.com	
Describe request being made:			
1112 Third Street, LLC is proposing to construct a 2-story commercial office building and associated parking at 1112 Third Street. The gross floor area for the proposed building is 27,346 square feet.			
<u>PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.</u>			

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

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Means Engineering, Inc _____ is hereby authorized TO ACT ON BEHALF OF
1112 Third Street, LLC _____, the owner(s) of those lands described within the attached
application, and as described in the attached deed or other such proof of ownership as may be
required, in applying to Neptune Beach, Florida, for an application related to a development review:

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

BY



Signature of Owner

Marc Hassan for 1112 Third Street, LLC

Print Name

Signature of Owner

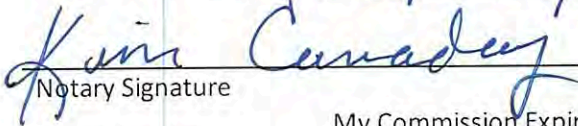
Print Name

Signed and sworn before me on this 15TH day of July, 2025

BY:

Marc Hassan

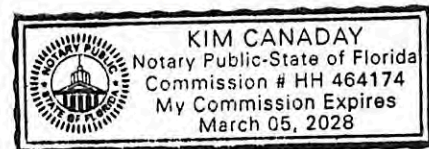
Identification Verified: ✓ personally known Oath Sworn: ✓ Yes No



Notary Signature

My Commission Expires

3-5-2028



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

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

Commonly required items needed for development reviews.

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

DISCLAIMER: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only.

APPLICATION FOR ZONING VARIANCE

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



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

Date Filed: 07-15-2025	Zoning District: C-1	Real Estate Parcel Number: 172852-0000, 172851-0000
Name & Address of Owner of Record: 1112 Third Street LLC – Marc Hassan 9803 Old St. Augustine Road, Suite 1 Jacksonville, FL 32257 Contact phone number# 904-389-7311 e-mail address: mhassan@spectrumrealtyco.com Name & Address of Agent: Jason Gabriel, Esq. & M. Scott Thomas, Esq. Burr Forman 50 N. Laura Street, Suite 3000 Jacksonville, Florida 32202 e-mail address: jgabriel@burr.com & mstomas@burr.com		Property Address: 1112 Third Street Neptune Beach, FL 32266 Number of units on property: 1 (Lots 1-8) Have any previous applications for variance been filed concerning this property? No, not that are known to applicant. If Yes, Give Date: n/a
Section 27-15 of the Unified Land Development Code (ULDC) defines a variance as follows: <i>Grant of relief authorized by the board of appeals, or the city council upon recommendation by the planning and development review board, that relaxes specified provisions of the Code which will not be contrary to the public interest and that meets the requirements set forth in article III, division 8 of this Code.</i>		
1. Explain the proposed relief being sought from the code(s): Owner is proposing to construct a 2-story commercial office building and associated parking on the subject site. The variance request is to allow the owner/applicant/developer to exceed the standard building setback of 25 foot on the subject property's eastern boundary (the front yard setback) in the C-1 District.		
2. Explain the purpose of the variance (if granted)? The purpose of seeking relief from the max front yard setback is to alleviate the need to place parking on the westerly side of the building proximate to the City's premier park amenities optimizing both function and aesthetics in the design and implementation of the new improved development. The unique placement of the subject site in between the City's established park system to the west and the well-traveled 3rd Street road system to the east justifies the proposed configuration.		
3. Based on the required findings needed to issue a variance in Section 27-147 explain the following (attach additional sheets as necessary):		

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

The property exhibits unique and peculiar circumstances due to its immediate adjacency to the City's park amenities on the western boundary while being bounded by 3rd Street to the east. Unlike other parcels in the same zoning district, the rear yard's proximity to the park creates a significant constraint, as placing parking in the rear would disrupt the park's aesthetic and functional value, potentially encroaching on public recreational space. This creates an exceptional hardship, as strict adherence to the 25-foot front yard setback would force parking into the rear, negatively impacting the adjacent public amenity in a way not shared by other properties in the zoning district.

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

The proposed variance to exceed the 25-foot front yard setback is the minimum necessary to allow reasonable use of the parcel. By relocating parking to the front yard, the development maintains adequate parking to support the commercial use while preserving the rear yard to avoid conflicts with the adjacent park. The extent of the setback exceedance is limited to what is required to accommodate the necessary parking spaces, ensuring compliance with the City's parking requirements without excessive deviation from the setback standard.

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

The proposed variance will not adversely affect adjacent or nearby properties or the public. The front yard parking area will be designed with appropriate landscaping, screening, and buffering to minimize visual impacts on neighboring properties and the streetscape. Pedestrian and vehicular access will be managed to ensure safety, and the preservation of the rear yard protects the adjacent park's functionality and public enjoyment, thereby benefiting the community as a whole.

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

The variance will not substantially diminish property values or alter the essential character of the surrounding area. The variance will allow for a substantial improvement to both the subject property and by extension, the surrounding parking and park amenities. The front yard parking will be designed to blend with the commercial district's aesthetic, incorporating high-quality landscaping, low-impact lighting, and compliance with City design standards. By preserving the rear yard's open space adjacent to the park, the development maintains the area's recreational and aesthetic character, supporting property values and community identity.

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

The proposed variance is in harmony with the general intent of the City's LDC to promote orderly, safe, and aesthetically pleasing development while supporting the specific intent of the commercial zoning district to facilitate viable commercial uses. Allowing front yard parking ensures the property can be developed for its intended commercial purpose while protecting the adjacent park, aligning with the City's goals of balancing development with community welfare and public space preservation.

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

The need for the variance arises from the property's unique physical constraints, specifically its adjacency to the City's park amenities to the west, and how the site is bounded by a well-trafficked 3rd Street to the east; additionally it is bounded by Magnolia Street to the North and North Street to the south (where it plans to implement upgraded parking improvements). Thus, this is a function of the site's configuration and circumstances, and not from actions or disregard by the property owner or developer. The proximity of the park to the rear of the building (to the west) inherently limits the feasible placement of parking, and the variance request is a direct response to this site-specific condition rather than a self-imposed hardship or intentional deviation from the City's LDC requirements.

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

Granting the variance will not confer special privileges denied to other properties in the same zoning district. The variance is necessitated by the property's unique configuration and adjacency to the City's park system to the west and to the south, a condition not shared by other parcels. Other properties in the zoning district without similar constraints can comply with the standard setback and parking requirements, and the variance is tailored solely to address the site-specific hardship without providing an undue advantage to the applicant.

4. **Required Attachments**-Applicant must include the following: **(INCOMPLETE PACKAGES WILL BE RETURNED)**

A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines.
WHICH HAS NOT BEEN REDUCED.

B. Survey of the property certified by licensed surveyor and **dated within one year of application date.**
SURVEY MUST BE ORIGINAL SIZE AND CAN NOT BEEN REDUCED.

C. Copy of Deed

D. Pictures of the property as it currently exists

5. Letter of authorization for agent to make application (Required only if not made by owner)

6. **NON-REFUNDABLE FEE:**

\$300.00 (Residentially zoning property) / \$1,000.00 (Commercially Zoned Property)

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

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

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

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

NAME (S) OF PROPERTY OWNER (S)

1112 Third Street, LLC

ADDRESS OF PROPERTY OWNER
9803 Old St. Augustine Rd, Suite 1
Jacksonville, FL 32257

NAME OF AUTHORIZED AGENT

Jason Gabriel, Esq. & M. Scott Thomas, Esq.

ADDRESS OF AUTHORIZED AGENT
50 N. Laura Street, Suite 3000
Jacksonville, FL 32202

SIGNATURE OF OWNER OR AUTHORIZED AGENT:

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Jason Gabriel, Esq. or M. Scott Thomas, Esq. are hereby authorized TO ACT ON BEHALF OF 1112 Third Street LLC, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to a variance:

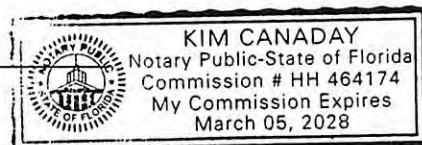
BY:

Signature of Owner

Marc Hassan For 1112 Third Street, LLC

Print Name

Signature of Owner



Print Name

Daytime Telephone Number 904.389.7311

State of Florida

County of Duval

Signed and sworn before me on this 15th day July of 2024.

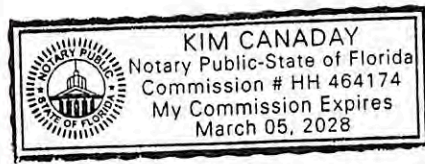
By Marc Hassan

Identification verified: personally known Oath sworn: ☒ Yes ☐ No

Kim Canaday

Notary Signature

My Commission expires: 2-5-28



APPLICATION FOR SPECIAL EXCEPTION

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



Application Fee: \$300 Residential / \$800 Commercial

Date Filed:

Name & Address of Property Owner:	Email: mhasan@spectrumrealtyco.com
1112 Third Street, LLC – Marc Hassan	Telephone: 904-389-7311
9803 Old St. Augustine Rd, Suite 1, Jacksonville, FL 32257	Real Estate #: 172852-0000, 172851-0000
Property Address (if different from mailing):	Lot 1-8Block: 1
1112 Third Street	Subdivision: Neptune Gardens
Neptune Beach, FL 32266	Zoning District: C-1

Name and Address of Agent:	Telephone: 904-232-7200
Jason Gabriel, Esq. & M. Scott Thomas, Esq., Burr & Forman LLP	E-Mail: JGabriel@burr.com and mstthomas@burr.com
50 N. Laura St., Suite 3000, Jacksonville, FL 32202	
Describe Special Exception Request:	
Requesting Special Exception for offsite parking (shared parking of 13 spaces on or near North Street & 7 spaces on or near Magnolia Street)	

The Unified Land Development Code (ULDC) requires that the Community Development Board may not approve any special exceptions unless it makes a positive finding of fact, based on substantial competent evidence, outlined in Section 27-160
Required findings needed to issue a special exception in Section 27-160: (attach additional sheets as necessary):
1. How the proposed use consistent with the comprehensive plan? The proposed offsite shared parking arrangement aligns with the comprehensive plan's goals of promoting efficient land use and sustainable development. By utilizing shared parking facilities, the project optimizes space, reduces the need for excessive parking lot construction, and supports the plan's objectives of fostering walkable, mixed-use communities while minimizing urban sprawl.

2. Indicate how the proposed special expectation (use) would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses:

The offsite shared parking facility is compatible with the area's character, as it integrates with the existing population density, design, and scale of nearby structures. The parking facility is strategically located near similar commercial or mixed-use developments, ensuring it blends with permissible uses and maintains property values. Its design respects the aesthetic and functional orientation of surrounding buildings, contributing to a cohesive urban environment. It will be a mutually beneficial parking arrangement for users of the nearby City park amenities and invitees of the business on the subject property.

3. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety, and welfare of the community:

The shared parking arrangement minimizes environmental impact by reducing the footprint of new parking infrastructure, preserving green spaces and limiting impervious surface runoff. The facility complies with stormwater management regulations and incorporates modern-day design practices, ensuring no adverse effects on the community's health, safety, or welfare. All development will meet federal, state and local requirements. This is a beneficial community upgrade to 2 parking areas on 2 City streets that will enhance the overall community spaces in that area of the City.

4. Explain how the proposed special exception (use) would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety, and welfare of the community:

The shared parking plan has been designed so as to minimize any disruption to that general area, and in fact to enhance existing City infrastructure. It will not exacerbate vehicular congestion or disrupt pedestrian movement. The parking facility is located just adjacent to the subject development to the north and to the south, while also adjacent and abutting the City's premier park amenities providing better improved access for the general public in that community, with safe pedestrian pathways and crosswalks. Shared parking optimizes space by leveraging complementary parking demands (e.g., daytime commercial or office uses while complimenting general public access and park usage), ensuring adequate parking availability without compromising community safety or welfare.

5. Explain how the proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan:

The offsite shared parking arrangement supports the comprehensive plan's vision for future development by maximizing land use efficiency and preserving space for higher-value uses, such as commercial development and public access. The shared parking model encourages coordinated development patterns, ensuring that future growth in the area remains consistent with planned zoning and land use designations.

6. Explain how the proposed use would not result in the creation of objectionable or excessive noise, light vibration, fumes, odors, dust, or physical activities inconsistent with the existing or permissible uses in the area:

The offsite shared parking facility is designed to minimize disturbances, incorporating features such as shielded lighting to prevent glare, noise-reducing development, and proper ventilation. The development is designed and will be constructed and maintained according to modern-day improved commercial, retail, office standards. The product will be a total upgrade to the site both in terms of function and aesthetics. The facility's operations align with existing and permissible uses in the area, ensuring no excessive noise, vibration, odors, dust, or physical activities that would disrupt the community.

7. Indicate how the proposed use would not overburden existing public services and facilities.

The shared parking arrangement does not place undue strain on public services or facilities, such as water, sewer, or emergency services. By consolidating parking needs, the project actually reduces the demand for new infrastructure, allowing existing public services to adequately support the development without requiring costly expansions or upgrades and is a valuable amenity to the City without costing the taxpayer.

8. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.

The proposed offsite shared parking plan adheres to all relevant provisions of the city's land development code, including zoning regulations, parking standards, and design guidelines. The project has undergone a thorough review to ensure compliance with setback requirements, accessibility standards, and any additional conditions outlined in the code, as well as any necessary agreements for shared parking management.

THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETINGS.

Per 27-163, If a special exception is granted the use or construction, must be commenced within twelve (12) months following the date the special exception is rendered or the special exception shall expire and be of no further force, validity, or effect.

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

NAME (S) OF PROPERTY OWNER (S)
1112 Third Street, LLC

Signature

NAME OF AUTHORIZED AGENT
Jason Gabriel, Esq. / M. Scott Thomas, Esq.

Signature

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Jason Gabriel, Esq. or M. Scott Thomas, Esq. are hereby authorized TO ACT ON BEHALF OF

1112 Third Street LLC, the owner(s) of those lands described within the attached Special Exception application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Special Exception or other action pursuant to a:

BY:



Signature of Owner

Marc Hassan for 1112 Third Street, LLC

Print Name

Signature of Owner

Print Name

904.389.7311

Daytime Telephone Number

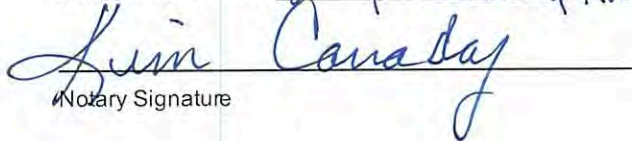
State of Florida

County of Duval

Signed and sworn before me on this 15th day of July, 2025

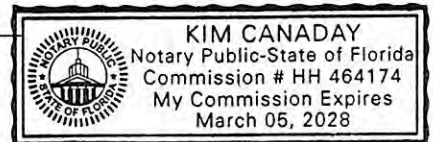
By Marc Hassan

Identification verified: personally know Oath sworn: X Yes No



Notary Signature

My Commission expires: 3-5-28



Ex B) DEVELOPMENT PLAN

1112 THIRD STREET COMMERCIAL DEVELOPMENT

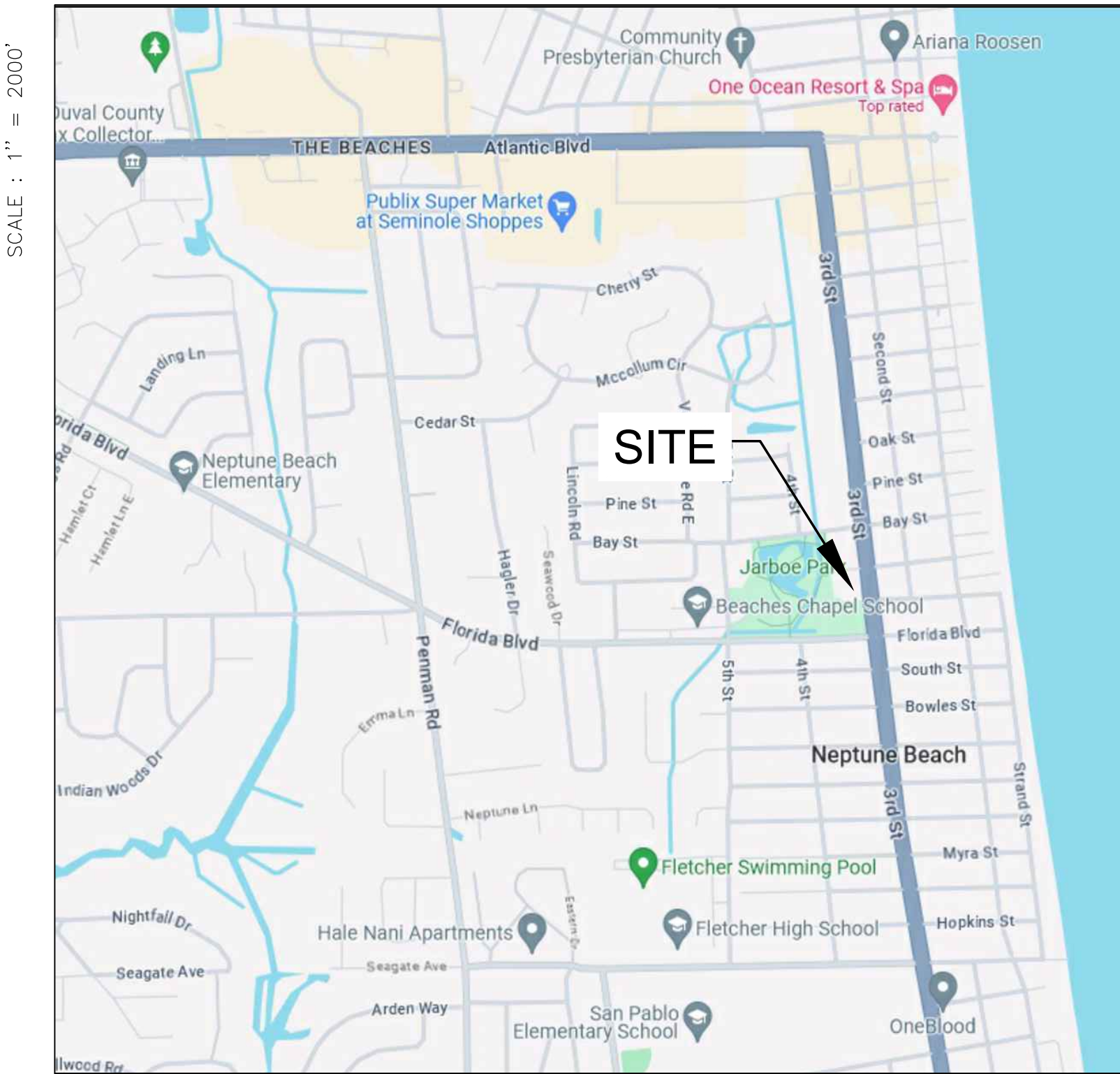
1112 THIRD STREET
NEPTUNE BEACH, FL

DEVELOPER:
1112 THIRD STREET, LLC
9803 OLD ST AUGUSTINE RD
SUITE 1
JACKSONVILLE, FL 32257
904-389-7311

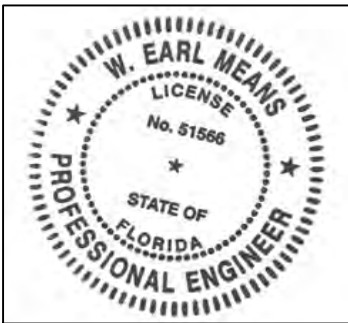
SURVEYOR:
RIVER CITY SURVEYING AND MAPPING
7220 FINANCIAL WAY
JACKSONVILLE, FL 32256
904-675-9300

ARCHITECT:
INVISION ARCHITECTURE
6420 SOUTHPOINT PARKWAY
SUITE 120
JACKSONVILLE, FL 32216
904-398-3939

LANDSCAPE ARCHITECT:
PITTMAN LANDSCAPE ARCHITECTURE
4049 SAN SERVERA DR N.
JACKSONVILLE, FL 32217
904-327-7718



INDEX OF PLANS	
PAGE	DESCRIPTION
100	VICINITY MAP
--	SURVEY (BY OTHERS)
101	GENERAL NOTES
200	SITE PLAN
201	CLEARING AND EROSION CONTROL
300	HORIZONTAL CONTROL PLAN
400-401	DRAINAGE/GRADING PLAN
500	WATER AND SEWER PLAN
700-701	PAVING AND DRAINAGE DETAILS
702	WATER AND SEWER DETAILS
800-803	EROSION CONTROL DETAILS (SWPPP)



Welch Earl Means, Professional Engineer, License No. 51566

This item has been digitally signed and sealed by Welch Earl Means, PE on August 1, 2025 using a digital signature.

Printed copies of this document are not considered signed and sealed and the SHA authorization code must be verified on any electronic copies.

REVISIONS

SYMBOL	DATE	DESCRIPTION
	7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL
	8/1/25	COMB RESUBMITTAL

1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN

NEPTUNE BEACH, FL

TITLE PAGE

MEANS Engineering, Inc

CIVIL ENGINEERS • LAND PLANNERS
ENVIRONMENTAL SERVICES

CA# 28146

1414 KINGSLEY AVE., SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

PROJECT DATE: 6/18/25

SCALE: 1"=20'

DRAWN BY: TM

CHECKED BY: TM

DRAWING NAME: 23005

APPROVED BY:

Date:

W. Earl Means, PE
FL Registration No. 51566

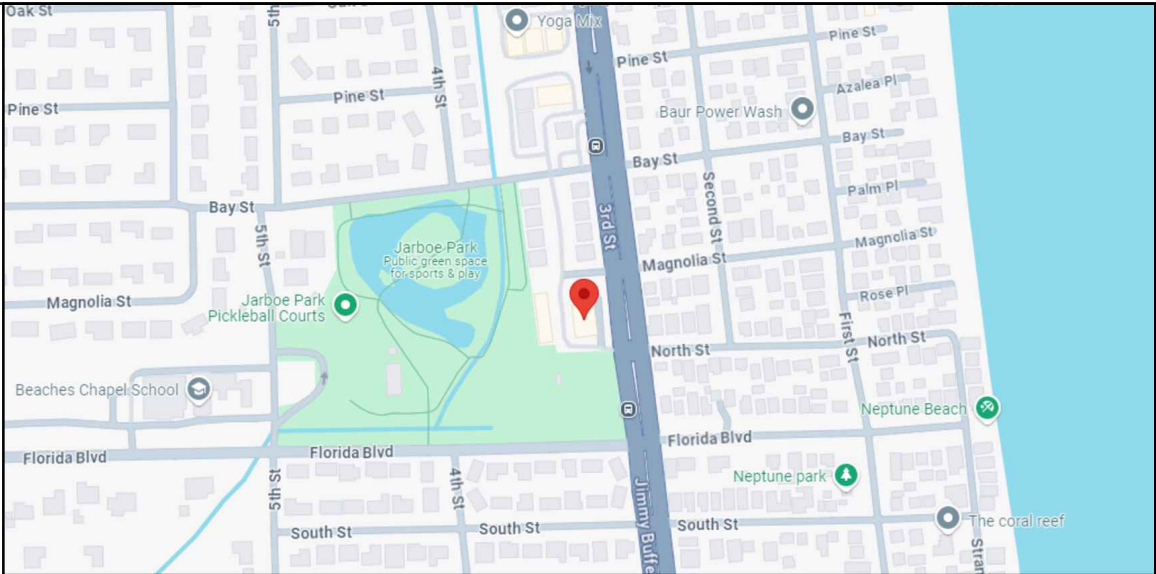
CA No:

JOB NUMBER: 23005

COPY DATE:

SHEET
100
OF

BEARINGS BASED ON ASSUMED DATUM
THE PLAT HEREON CONTAINS NO BEARINGS OR
ANGLES FOR COMPARISON TO FIELD MEASURED
VALUES.



PROPERTY ADDRESS: 1112 3RD STREET, NEPTUNE BEACH,
FL 32266

BOUNDARY SURVEY OF LANDS IN:

DESCRIPTION BY THIS FIRM:

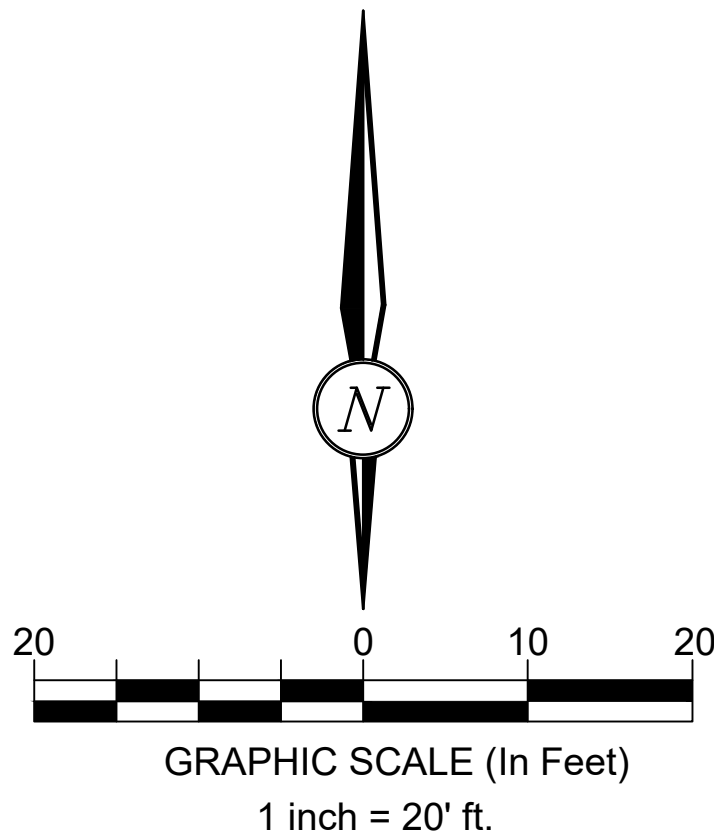
LOTS 2, 3, 4, 5, 6, 7 AND 8, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. TOGETHER WITH THE APPURTENANT PORTION OF THE EAST 1/2 OF THE CLOSED PART OF "PARK DRIVE" LYING WESTERLY OF BLOCK 1 AND ADJACENT THERETO. ALSO, TOGETHER WITH THE WEST 1/2 OF THE CLOSED PORTION OF "PARK DRIVE", RUNNING NORTH AND SOUTH BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF MAGNOLIA STREET AND THE NORTHERLY RIGHT OF WAY LINE OF NORTH STREET.

TOGETHER WITH:
LOT 1 BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

TOGETHER WITH:
A PART OF THE SOUTHERLY RIGHT OF WAY OF MAGNOLIA STREET (HAVING A 57 FOOT RIGHT OF WAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE NORTH EASTERLY CORNER OF LOT 1 BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 1 OF THE AFORESAID PLAT, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 108.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06° 28' 52" EAST, A DISTANCE OF 186.81 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 23.68 FEET, THENCE NORTH 06° 42' 15" WEST, A DISTANCE OF 184.58 FEET, THENCE NORTH 83° 45' 53" EAST, A DISTANCE OF 12.74 FEET, THENCE NORTH 83° 45' 53" EAST A DISTANCE OF 240.24 FEET TO THE POINT OF BEGINNING.

SUBJECT TO:
A UTILITY EASEMENT FOR THE CITY OF NEPTUNE BEACH BEING ALSO A PORTION OF LOTS 5, 6, 7 AND 8, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 1 OF THE AFORESAID PLAT, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 108.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06° 28' 52" EAST, A DISTANCE OF 186.81 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 23.68 FEET, THENCE NORTH 06° 42' 15" WEST, A DISTANCE OF 184.58 FEET, THENCE NORTH 83° 45' 53" EAST, A DISTANCE OF 12.74 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT:
A PORTION OF LOTS 4 & 5, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTH EAST CORNER OF AFORESAID LOT 4, THENCE NORTH 06° 35' 23" WEST, A DISTANCE OF 18.00 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 241.12 FEET, THENCE SOUTH 06° 42' 15" EAST, A DISTANCE OF 18.00 FEET, THENCE NORTH 89° 10' 40" EAST, A DISTANCE OF 241.09 FEET TO THE POINT OF BEGINNING



ABBREVIATIONS

AC = AIR CONDITIONER
BLDG = BUILDING
CI = CAP ILLIGIBLE
CO = CLEAN OUT
CONC = CONCRETE
CM = CONCRETE MONUMENT
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
SIRC = SET IRON ROD & CAP
LB = LICENSED SURVEY BUSINESS
LS = LICENSED SURVEYOR
RLS = REGISTERED LICENSED SURVEYOR
PLS = PROFESSIONAL LICENSED SURVEYOR
PSM = PROFESSIONAL SURVEYOR & MAPPER
PS = PROFESSIONAL SURVEYOR
PB = DEED BOOK
M.B = MAP BOOK
O.R.B = OFFICIAL RECORDS BOOK
O.R.V = OFFICIAL RECORD VOLUME
PG = PAGE
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ID = IDENTIFICATION
ESMT = EASEMENT
P.U.D.E = PUBLIC UTILITY & DRAINAGE EASEMENT
R.B.L = REFERENCE BEARING LINE
R/W = RIGHT-OF-WAY
P = PLATTED
M = MEASURED
C = CALCULATED
D = DEEDED
Δ = DELTA ANGLE
RAD = RADIUS
CHB= CHORD BEARING
CH = CHORD DISTANCE
L = ARC LENGTH
CL = CENTERLINE
D.E = DRAINAGE EASEMENT
TOB = TOP OF BANK
EOW = EDGE OF WATER
EOP = EDGE OF PAVEMENT
C.B = CATCH BASIN
EUB = ELECTRONIC UTILITY BOX
ICV = IRRIGATION CONTROL VALVE
LP = LIGHT POLE
OHL = OVERHEAD WIRE/LINE
PP = POWER POLE
PPL = POWER POLE WITH LIGHTS
UR = UTILITY RISER
CLF = CHAIN LINK FENCE
MF = METAL FENCE
VF = VINYL FENCE
WF = WOOD FENCE
WIF= WIRE FENCE
P.O.I = POINT OF INTEREST
B.R.L = BUILDING RESTRICTION LINE

SYMBOL LEGEND

CO = Cleanout
WPP = Wood Power Pole
ICV = Irrigation Control Valve (ICV)
SSM = Sanitary Sewer Manhole
JEA = JEA Manhole
SMH = Stormwater Manhole
H = Handicap Sign
S = Sign (Single Post)
AC = Air Conditioner
UR = Utility Riser
EUB = Electric Utility Box
PE = Pool Equipment on Pad
PFM = Pool Filter/Machinery on Pad
W = Well
FH = Fire Hydrant (FH)
LP = Light Pole (LP)
ST = Septic Tank
CL = Centerline (CL)
GA = Guy Anchor
WM = Water Meter

FIELD WORK DATE: 01/06/2025

REVISION DATE(S):

SURVEY NUMBER: 010225.01

POINTS OF INTEREST:

CERTIFIED TO:
MARC HASSAN

GENERAL SURVEYOR NOTES:

- Legal Description has been furnished or confirmed by the Client or his/her Agents.
- The Surveyor hereon is not responsible for easements of record other than those shown on a Plat if applicable, or in a Title Commitment provided at the time of order. Any condition that might represent an unrecorded easement is shown hereon and marked as a Point of Interest (POI). Above-Ground evidences of Utilities may or may not represent an unrecorded easement.
- Measurements shown hereon are in US Standard feet and decimals thereof.
- STATED PURPOSE OF THIS SURVEY: Mortgage, Purchase, Sale, Permits, Planning.
- Main building and ancillary structure measurements are to the exterior of the buildings. Design Professionals should make their own measurements for attachments to Buildings shown hereon.
- This survey does not show any underground improvements, foundations, or utilities, etc. No underground investigation of any feature, including Septic Tank, has been performed.
- Underground septic or well feature shown, if any, has been uncovered by the seller or his/her Agents.
- All ABOVE-GROUND evidences of Utility Easements lie within their Respective Easements unless noted.
- This Survey is not intended to Reflect or Determine Ownership.
- Construct Improvements to Iron Markers as described only. Wood Laths and Wire Flags ARE NOT Property Corners.
- This survey is COPYRIGHTED and is not intended for, nor Insured for multiple uses by multiple parties. Other than a Lender who assumes a Mortgage Note for the client or his/her agents, use is restricted to said client or his/her agents hereon for the Purposes listed in Note #5 above. It is illegal to copy or alter this survey drawing without permission.
- Streets shown hereon are Centered in R/W provided unless otherwise noted and dimensioned.
- Water shorelines shown, if any, on this drawing are current for date shown only. This is NOT a "Mean High Water Survey" as per Chapter 177.39 F.A.C. or any other relevant Local, State, or Federal rule.
- State Plane Coordinates shown, if any, are based on the North American Datum (NAD) of 1983, Florida East Zone (941)-(2011)-(epoch 2010.0000)
- Elevations, if shown, are based on the North American Vertical Datum (NAVD) 1988.
- All dimensions hereon reflect the Deed/Plat call AND the corresponding field measured value. Calculated values are shown if reference irons are set.
- Electronic (PDF) files are valid with Chapter 5J-17.032 (3) F.A.C and FS 0425.025 conforming Electronic (PDF) Seal attached. As per rules listed, the electronic signature file name/number is present on the invoice presented to the client or his/her agents. Hard sealed copies of the drawing are stored at the Surveyor's office and will be furnished on request (gratis) to the client or his/her agents hereon for 60 days from date of signature. Hard copies will be furnished to said client or his/her agents for an Archival Fee after 60 days.
- Symbols hereon may differ in scale from the Legend and Abbreviations/Symbols list hereon for clarity.
- Pursuant to F.S. 558.0035, no individual employee or Agent may be held personally liable for Negligence.
- This drawing reflects information gathered, analyzed, presented and preserved solely by River City Surveying & Mapping, LLC. Third Party references, Business Cards etc. attached do not infer or create liability in any form.
- Fence Ownership is Not Determined.
- No underground structures or utilities shown.

DARYL S. BANKS
PSM 6063

DATE SIGNED: 01/28/2025

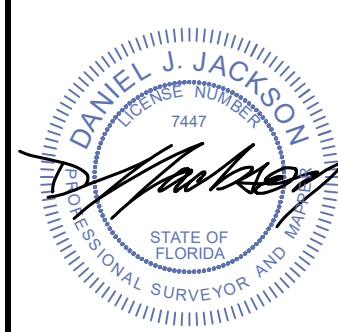


RIVER CITY
SURVEYING &
MAPPING
LB#8484
904.675.9300
7220 FINANCIAL
WAY
JACKSONVILLE, FL
32256



BEARINGS SHOWN HEREON ARE
BASED ON PLAT BOOK 16, PAGE 91

FIRM LB8534



THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION TO RELEASE ALL INFORMATION CONTAINED HEREIN TO THE MAXIMUM EXTENT POSSIBLE. WHERE NECESSARY, APPROPRIATE REDUCTIONS HAVE BEEN MADE TO PROTECT INFORMATION THAT IS LAWFULLY EXEMPT FROM RELEASE UNDER THE APPLICABLE LAWS. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION TO RELEASE ALL INFORMATION CONTAINED HEREIN TO THE MAXIMUM EXTENT POSSIBLE. WHERE NECESSARY, APPROPRIATE REDUCTIONS HAVE BEEN MADE TO PROTECT INFORMATION THAT IS LAWFULLY EXEMPT FROM RELEASE UNDER THE APPLICABLE LAWS.

 **SCALICE** land surveying
mjslandsurvey.com P:904-413-9355
205 Markside Avenue, Suite 200
Ponte Vedra, FL 32081

TAX NO.
2852-0000

TAX NO.
172852-0000

BOUNDARY SURVEY

SHEET 1 / 1

SURVEYORS CERTIFICATE

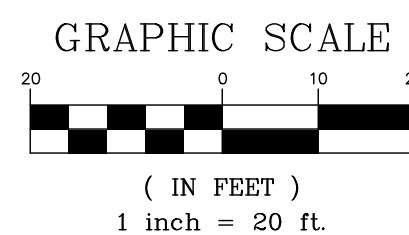
"I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, NOT VALID WITHOUT AN ORIGINAL SIGNATURE OR AN ELECTRONIC SIGNATURE."

DANIEL J. JACKSON - FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 744

PREPARED FOR AND CERTIFIED TO:

TRIPP MEANS

TRIPP MEANS



TITLE AND BOUNDARY NOTES

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED AS GRID.
2. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT ARE NOT SHOWN ON THIS MAP THAT MAY BE FOUND IN PUBLIC RECORDS OF THIS COUNTY.
3. UNDERGROUND FOOTINGS, FOUNDATIONS, UTILITIES, OR OTHER FEATURES WERE NOT LOCATED OR SHOWN.
4. FENCE OWNERSHIP IS NOT DETERMINED.
5. THE LOT SHOWN HEREON IS LOCATED IN FLOOD ZONE X SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD) & ZONE AE (WITHOUT BASE FLOOD ELEVATION) AS SHOWN ON COMMUNITY PANEL NO. 12031C0409J, EFFECTIVE DATE OF 11/02/2018

LOT AREA
41,673.64 S.F.
0.96 AC.

GENERAL PROJECT DATA

FOR IDENTIFICATION OF CONTRACTUAL AGREEMENTS, THIS SET OF DRAWINGS IS DATED JUNE 20, 2025. ANY REVISIONS THEREAFTER WILL BE NOTED AND DATED ON THE AFFECTED DRAWING(S).

EXISTING BOUNDARY CONDITIONS ARE BASED ON SURVEYS PREPARED BY RIVER CITY SURVEYING AND MAPPING, 7220 FINANCIAL WAY, JACKSONVILLE, FL 32256.

TOPOGRAPHIC INFORMATION PROVIDED WITHIN THESE CONSTRUCTION PLANS ARE BASED ON A SURVEY PERFORMED BY SCALISE LAND SURVEYING, 205 MARKETSD AVE, SUITE 200, PONTE VEDRA, FLORIDA 32081 DATED NOVEMBER 28, 2023. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ELEVATIONS AS NECESSARY DURING CONSTRUCTION AND SHALL NOTIFY ENGINEERS OF DEVIATIONS.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES TO LOCATE THE EXACT LOCATION OF UNDERGROUND UTILITIES AND TO COORDINATE ARRANGEMENTS FOR ANY NEEDED RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.

THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL NONPARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES. PER FLORIDA STATUTE 553.851.

THE CONTRACTOR IS SOLELY AND ENTIRELY RESPONSIBLE FOR SITE SAFETY DURING CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT OSHA, STATE AND LOCAL REGULATIONS REGARDING CONSTRUCTION SAFETY ON THIS PROJECT.

THE CONTRACTOR IS REQUIRED TO ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH CITY STAFF PRIOR TO ANY DISTURBANCE OF THE PROPERTY.

PERMITS AVAILABLE TO CONTRACTOR

-

AS- BUILTS

AS-BUILTS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER & CITY OF CALLAHAN TWO WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY. SEE INDIVIDUAL SECTIONS (PAVEMENT, WATER SYSTEM, ETC) FOR ADDITIONAL AS-BUILT REQUIREMENTS.

PERMITS AND PERMIT REQUIREMENTS

THE CONTRACTOR SHALL OBTAIN FROM THE ENGINEER COPIES OF ALL REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND LIMITATIONS SET FORTH IN THE PERMITS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AN FDEP NPDES PERMIT TO FOLLOW ALL REGULATIONS REGARDING STORM WATER POLLUTION PREVENTION.

LAYOUT AND CONTROL

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE SITE DIMENSION PLAN FOR LAYOUT. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

QUALITY CONTROL TESTING REQUIREMENTS

TESTING SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER BY A LICENSED INDEPENDENT TESTING LABORATORY HIRED BY THE CONTRACTOR. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER / OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CITY OF CALLAHAN SHALL RECEIVE COPIES OF ALL SITE PLAN TESTING RESULTS.

SHOP DRAWINGS

SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, AND SEWER SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT COPIES OF SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.

UTILITIES

ALL SITE UTILITIES TO BE LOCATED UNDERGROUND.

FLOOD PROTECTION

ALL STRUCTURES AND APPURTENANT EQUIPMENT INCLUDING, BUT NOT LIMITED TO, ELECTRICAL BOXES, ELECTRICAL OUTLETS, WATER HEATERS AND PROPANE TANKS, SHALL BE NO LOWER THAN ONE (1) FOOT ABOVE THE LEVEL OF THE BASE FLOOD ELEVATION.

STORMWATER MANAGEMENT SYSTEM

MATERIAL SPECIFICATIONS

REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III WITH RUBBER GASKET JOINTS. RCP SHALL CONFORM TO FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991) SECTION 941, RUBBER GASKETS SHALL CONFORM TO SECTION 942. ALL MATERIALS AND CONSTRUCTION METHODS ARE TO BE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991), SECTION 400 (CONCRETE STRUCTURES) AND THE APPLICABLE FOOT INDEX NUMBER DETAIL AS SHOWN IN FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION). ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SYSTEM (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS, FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND FOOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (1991 OR LATEST). ALL DRAINAGE STRUCTURES, VALVES AND CLEANOUTS IN PAVED AREAS TO BE TRAFFIC BEARING FRAMES, TOPS, RINGS AND COVERS.

AS- BUILTS

THE CONTRACTOR SHALL PROVIDE THE OWNER, ENGINEER & CITY OF CALLAHAN STORM DRAINAGE AS- BUILTS. AS-BUILTS SHALL CONTAIN, AT THE MINIMUM, BUT NOT LIMITED TO, STRUCTURE TOP ELEVATIONS, FLOW ELEVATION AND PIPE LENGTH.

EARTHWORK

THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES, THERE IS NO IMPLICATION THAT EARTHWORK BALANCES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.

EROSION CONTROL

EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE.

LIMITS OF DISTURBANCE

THE LIMITS OF DISTURBANCE WILL BE DEFINED TO THE CONTRACTOR IN THE PRE-CONSTRUCTION MEETING. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS TO AN EQUAL OR BETTER CONDITION. ALL COSTS FOR REPAIRS SHALL SE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

TREE PROTECTION

ANY TREE PRUNING AND /OR ROOT PRUNING IS REQUIRED TO BE APPROVED BY THE CITY OF CALLAHAN PRIOR TO ANY WORK BEING COMPLETED.

CONTRACTOR SHALL PLACE TREE BARRICADES AROUND TREES TO BE SAVED WITHIN THE VICINITY OF CONSTRUCTION ACTIVITY, AS DIRECTED BY OWNER AND/OR ENGINEER.

TREES WHICH ARE TO REMAIN SHALL BE MARKED IN THE FIELD AND SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION IN ACCORDANCE WITH RECOGNIZED STANDARDS OF INDUSTRY. TEMPORARY FENCING, BARRICADES OR GUARDS TO PROTECT TREES AND OTHER PLANTS SHALL BE UTILIZED. THE CONTRACTOR WILL NOT STORE CONSTRUCTION MATERIALS, DEBRIS OR EXCAVATED MATERIAL WITHIN THE TREE DRIP LINE AND SHALL RESTRICT FOOT TRAFFIC TO PREVENT EXCESSIVE COMPACTION OF SOIL OVER ROOT SYSTEMS.

TREE REMOVAL

NO TREES SHOWN ON THE CONSTRUCTION PLANS AS BEING SAVED SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER AND THE CITY OF CALLAHAN.

MATERIAL STORAGE / DEBRIS REMOVAL

CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCAVATED MATERIALS FROM THE SITE. ALL STOCK PILE AREAS ARE TO BE PROTECTED WITH SILT FENCE TO CONTAIN ALL MATERIAL WITHIN DESIGNATED STOCK PILE AREAS.

FILL MATERIAL

ALL FILL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL.

THE CONTRACTOR IS TO FINAL GRADE AND HAND RAKE ALL EXPOSED EARTHWORK AREAS IMMEDIATELY PRIOR TO THE INSTALLATION OF SOD. ALL AREAS TO BE SODDED SHALL USE ST. AUGUSTINE UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

COMPACTION

FILL MATERIALS PLACED UNDER PAVEMENT SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO 1-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO 1-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTORS PAY REQUEST SUBMITTAL. THE CITY OF CALLAHAN SHALL RECEIVE COPIES OF ALL TESTING RESULTS.

SURFACE DRAINAGE

THE CONTRACTOR SHALL BE EXPECTED TO HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FROM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES DURING CONSTRUCTION. TEMPORARY CULVERTS SHALL BE PLACED IN SWALES AS NECESSARY TO ALLOW CONSTRUCTION ACCESS TO CONSTRUCTION AREAS.

SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED IF REQUIRED AT THE END OF EACH WORKING DAY. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

THE CONTRACTOR SHALL PROTECT AND MAINTAIN OPERATION OF EXISTING DRAINAGE STRUCTURES AND UTILITY SERVICES DURING CONSTRUCTION. EXISTING PIPES AFFECTED BY CONSTRUCTION SHALL BE CLEANED OUT AND FREE OF SAND AND DEBRIS BEFORE CONNECTING PROPOSED PIPES AND SHALL BE KEPT CLEAN UNTIL END OF CONSTRUCTION.

POTABLE WATER MAIN GENERAL NOTES

1. ALL PIPELINE MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF CALLAHAN STANDARDS, CONTRACT DOCUMENTS AND ALL APPLICABLE LOCAL AND STATE REQUIREMENTS.

2. ALL UTILITY OWNERS AND SUNSHINE STATE ONE CALL (800) 432-4770 MUST BE NOTIFIED SEVENTY -TWO (72) HOURS PRIOR TO STARTING CONSTRUCTION.

3. THE CONTRACTOR SHALL NOTIFY FIBER OPTIC COMPANIES SEVEN (7) WORKING DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY IN THEIR AREA. EXTREME CAUTION SHALL BE USED IN AREAS WHERE FIBER OPTIC CABLE IS LOCATED ADJACENT TO CONSTRUCTION ACTIVITY.

4. ALL PIPING AND/OR APPURTENANCES CONNECTING TO ADJACENT CONSTRUCTION SHALL BE PLUGGED IF ADJACENT WORK HAS NOT BEEN COMPLETED.

5. CONTRACTOR SHALL PROVIDE TEMPORARY THRUST RESTRAINTS, BRACING, TEST PLUGS AND /OR OTHER DEVICES NECESSARY SUCCESSFULLY COMPLETE PRESSURE TESTING OF ALL PRESSURE PIPING SYSTEMS.

6. ALL FASTENERS SHALL BE MANUFACTURED OF NON-CORROSIVE MATERIALS.

7. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS HAVE BEEN DERIVED FROM EXISTING UTILITY RECORDS AND ACCURACY OF THIS INFORMATION IS NOT GUARANTEED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION, DEPTH AND CHARACTER OF ALL UTILITIES PRIOR TO EXCAVATION IN ORDER TO PROTECT THEM DURING CONSTRUCTION.

8. WHERE MINIMUM SEPARATION BETWEEN UTILITIES IS REQUIRED, THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.

9. THE CONTRACTOR SHALL REPLACE, BUT NOT BE LIMITED TO, PAVING, STABILIZED EARTH, DRIVEWAYS OR ANY ITEMS DISTURBED OR DAMAGED BY THE CONSTRUCTION OR ITS RELATED ACTIVITIES. THE CONTRACTOR SHALL REPLACE WITH EQUAL MATERIAL OR AS DIRECTED BY THE CITY OF CALLAHAN.

10. THE DISPOSAL OF HAS EXCESS EARTHWORK MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

11. ALL PRACTICAL AND NECESSARY EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL.

12. ALL ELEVATIONS SHOWN ON THESE DRAWINGS REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD).

13. THE CONTRACTOR SHALL NOTIFY THE CITY OF CALLAHAN UTILITY DEPARTMENT 72 HOURS BEFORE COMMENCING WITH CONSTRUCTION.

14. PIPE MEASUREMENTS SHALL BE CENTER TO CENTER OF FITTINGS OR VALVES.

15. PVC PIPE LESS THAN 2-INCHES SHALL CONFORM TO ASTM D1785. THREADED PIPE AND FITTINGS SHALL BE SCH. 80 AND CONFORM TO ASTM D2464. UNTHREADED PIPE AND FITTINGS SHALL BE SCH. 40 WITH SOLVENT CEMENTED JOINTS. CEMENTED JOINTS AND FITTINGS SHALL COMPLY WITH ASTM D2466 AND D2855.

16. VALVES FOR POTABLE WATER MAINS SHALL BE DUCTILE IRON (DI) EPOXY COATED GATE VALVES OR BUTTERFLY VALVES. VALVES FOR RAW WATER MAINS SHALL BE DUCTILE IRON (D.I.) EPOXY COATED GATE VALVES ONLY.

17. ALL POLYETHYLENE PIPE FOR SERVICE TUBING SHALL CONFORM TO AWWA STANDARD C901 (DR9) PRESSURE CLASS 200 AND STANDARD D2737 PE 3408.

18. ALL PIPE AND POLYETHYLENE SERVICE TUBING SHALL BEAR THE NATIONAL SANITATION FOUNDATION (NSF) SEAL OF APPROVAL FOR POTABLE WATER SERVICE.

19. FITTINGS FOR BOTH PVC AND DUCTILE IRON PIPE SHALL BE DUCTILE IRON COMPACT FITTINGS CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C153/A21.53

20. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE A CEMENT MORTAR INTERIOR LINING CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA A21.4/C104; DUCTILE IRON PIPE AND FITTINGS FOR RAW WATER SHALL INCORPORATE A DOUBLE LINING OF THE CEMENT MORTAR ON THE INTERIOR SURFACE.

21. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED AND DISINFECTED IN ACCORDANCE WITH AWWA STANDARDS, LATEST REVISIONS. HYDROSTATIC TESTING FOR PVC MAINS SHALL BE 150 PSI FOR MINIMUM OF 2 HOURS AND MEET AWWA STANDARD 0605. DUCTILE IRON MAINS SHALL BE TESTED AT 150 PSI FOR 2 HOURS PER AWWA 0600. ALL NEW MAINS SHALL BE DISINFECTED PER AWWA STANDARD C651. BACTERIOLOGICAL TESTS FOR 2 CONSECUTIVE DAYS SHALL BE APPROVED PRIOR TO PLACING SYSTEM INTO SERVICE.

22. PVC POTABLE WATER MAINS SHALL BE SOLID BLUE IN COLOR. DUCTILE IRON WATER MAINS SHALL INCORPORATE 3 BLUE STRIPES, PAINTED AT THE TOP AND SIDES OF THE PIPE, ALONG ITS ENTIRE LENGTH.

23. ALL WATER MAINS SHALL HAVE AN "EARLY WARNING" PROTECTION TAPE INSTALLED CONTINUOUSLY ALONG THE ENTIRE LENGTH. THE PROTECTION TAPE SHALL BE INSTALLED DURING THE BACKFILLING 12 INCHES ABOVE AND DIRECTLY OVER THE PIPE AND BE CONTINUOUSLY MARKED WITH CAUTION "WATER MAIN BURIED BELOW." THE TAPE SHALL BE PLASTIC, NON-METALLIC AND BE BLUE IN COLOR FOR POTABLE WATER OR WHITE FOR RAW WATER.

24. ALL WATER MAINS SHALL BE CONTINUOUSLY UNDERLAIN WITH 15 GAGE SOLID STRAND, THIN MARKING WIRE. THE WIRE SHALL HAVE BLUE INSULATION FOR POTABLE WATER OR WHITE INSULATION FOR RAW WATER AND INSTALLATION SHALL CONFORM TO THE DETAILS.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND ACCOUNTING FOR AS WELL AS RECONNECTING ALL SERVICE CONNECTIONS AFFECTED BY THE PROPOSED WATER MAIN INSTALLATION.

26. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL EQUIPMENT AND MATERIALS FOR APPROVAL TO THE CITY OF CALLAHAN PRIOR TO PROCUREMENT.

27. ALL NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM OF 3'-0"OF COVER, UNLESS NOTED OTHERWISE.

NOTES FROM CITY OF NEPTUNE BEACH

1. IN ACCORDANCE WITH THE CITY'S MS4 PERMIT PUBLIC STREETS, ROADS, AND HIGHWAYS, INCLUDING RIGHTS-OF-WAY, SHALL CONTINUE TO BE OPERATED AND MAINTAINED BY THE PERMITEES IN A MANNER TO REDUCE THE DISCHARGE OF POLLUTANTS IN STORMWATER TO THE MAXIMUM EXTENT PRACTICAL.

2. NO TREES OR BUSHES SHALL BE PLANTED IN THE R-O-W OVER EXISTING OR PLANNED UTILITIES.

3. NO MULCH IS ALLOWED FROM THE BACK OF CURB TO 4 FEET INTO THE R-O-W. REMOVE ALL EXISTING AND PLANNED MULCH FROM THE BACK OF CURB TO 4 FEET INTO THE R-O-W. AN EDGING SHALL BE PLACED TO HOLD BACK MULCH WITHIN THE R-O-W THAT IS BEYOND 4 FEET FROM THE BACK OF CURB. A VEGETATIVE GROUND COVER IS REQUIRED ALONG THE BACK OF CURB TO A MINIMUM OF 4 FEET INTO THE R-O-W EXCEPT FOR ON STREET PARKING SPACES, SIDEWALKS AND DRIVEWAYS. THE VEGETATIVE GROUND COVER IN THE R-O-W SHALL BE PLANTED TO ESTABLISH MINIMUM COVER AT THE TIME OF PLANTING OF 75 PERCENT. A 100 PERCENT PLANT COVERAGE STABILIZING THE SOILS SHALL BE REQUIRED WITHIN 6 MONTHS. IT WILL BE THE HOMEOWNER'S RESPONSIBILITY TO PREVENT EROSION FROM LEAVING THE SITE AND ACHIEVING THE 100 PERCENT SOIL STABILIZATION.

4. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR CLEANING ALL DEBRIS ENTERING THE CURB AND GUTTER FROM THEIR PROPERTY.

5. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR EDGING AND PRUNING PLANT MATERIALS TO PREVENT GROWTH INTO THE CURB AND GUTTER.

6. THE MAXIMUM HEIGHT OF VEGETATED GROUND COVER IS LIMITED TO 10 INCHES.

7. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF ITEMS THEY PLACE IN THE R-O-W.

8. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE REPLACEMENT AND OR REPAIRS TO ALL ITEMS PLACED IN THE R-O-W. THE CITY WILL NOT REPLACE OR REPAIR ITEMS PLACED IN THE R-O-W. WORK PERFORMED BY THE CITY OR THEIR CONTRACTORS SHALL ONLY REPLACE CONCRETE FOR DRIVEWAYS OR SIDEWALKS AND GRASS FOR VEGETATED PORTIONS OF THE R-O-W.

9. ALL WATER AND SEWER LINES WITHIN THE RIGHT-OF-WAY SHALL USE LOCATE WIRE.

10. WATER APPROVED MATERIALS AND PRODUCTS: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
REPAIR BANDS: SMITH-BLAIR STYLE 226 OR EZ-MAX PLUS REPAIR BAND
TAPPING SADDLE (SMALL SERVICES 2"AND SMALLER): SMITH-BLAIR STYLE 317
TAPPING SADDLE (LARGE DIAMETER 4"- 12"): SMITH-BLAIR STYLE 663 - STAINLESS STEEL FLANGE TAPPING SLEEVE
BRASS CURB STOP: MUELLER STYLE 300
BRAS CORPORATION STOPS: MUELLER STYLE 300
BRASS BALL VALVES: MUELLER STYLE 300
COUPLERS: HYMAX
FIRE HYDRANT: A423 - 5 ½"MUELLER HYDRANTS W/ STAINLESS STEEL STEM AND FASTENERS, 2 HOSE NOZZLES, 1 PUMPER NOZZLE, COLOR IN RED
M.J. RESTRAINTS: MEGALUG STYLE 2100
VALVES: MUELER STYLE 2360 W/ STAINLESS STEEL STEM AND FASTENERS
BELL RESTRAINTS: MEGALUG STYLE 500
PVC PIPE(LARGE DIAMETER LARGER THAN 2"): DR-18 OR DR-14, ASTM C900, BLUE
POLY TUBING (2"AND SMALLER): SDR 9, 200 PSI, ASTM D2737, BLUE
D.I.P.: CLASS 50 OR 51
METER BOXES: FIBERCRETE
METER BOX LIDS: FIBERCRETE IN NON-TRAFFIC AREA AND METAL IN TRAFFIC AREAS.

11. SEWER APPROVED MATERIALS AND PRODUCTS: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
MANHOLE LIDS: PAMREX, MODEL NUMBER D400EN124, HINGED
SEWER TAPPING SADDLE: ROMAC
FORCE MAIN: PVC DR-18 OR DIP CLASS 50 OR 51, GREEN
VALVES: MUELER STYLE 2360
D.I.P.: CLASS 50 OR 51
M.J. RESTRAINTS: MEGALUG STYLE 2100
M.J. VALVES: MUELER STYLE 2360
BELL RESTRAINTS: MEGALUG STYLE 500
MANHOLES: FDEP APPROVED PRECAST WITH RUBBER BOOT CONNECTIONS AND BITUMINOUS INTERIOR AND EXTERIOR COATINGS. MANHOLES THAT RECEIVE A DISCHARGE FROM A FORCE MAIN SHALL HAVE AN INTERIOR LINING OF HDPE OR FIBERGLASS.
GRAVITY PIPE: DR-35 OR DR-21, ASTM 3035, GREEN

12. DRAINAGE APPROVED MATERIALS AND PRODUCTS: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
PAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE. UNPAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE FINISHED GRADE.
DRAINAGE:
PAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE. UNPAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE FINISHED GRADE.

13. PIPE COVER: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
WATER AND SEWER:
PAVED AREAS: SHALL HAVE A MINIMUM OVER OF 36"FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE. UNPAVED AREAS: SHALL HAVE A MINIMUM OVER OF 30"FROM THE TOP OF THE BELL TO THE FINISHED GRADE.
DRAINAGE:
PAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE. UNPAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE FINISHED GRADE.

MEANS Engineering, Inc

CIVIL ENGINEERS • LAND PLANNERS
ENVIRONMENTAL SERVICES

CA# 28146

1414 KINGSLEY AVE., SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

PROJECT DATE:	6/20/25
SCALE:	1=20
DRAWN BY:	TM
CHECKED BY:	TM
DRAWING NAME:	23005
APPROVED BY:	
Date:	
W. Earl Means, PE FL Registration No. 51586	
CA No:	
JOB NUMBER:	23005
COPY DATE:	

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OF

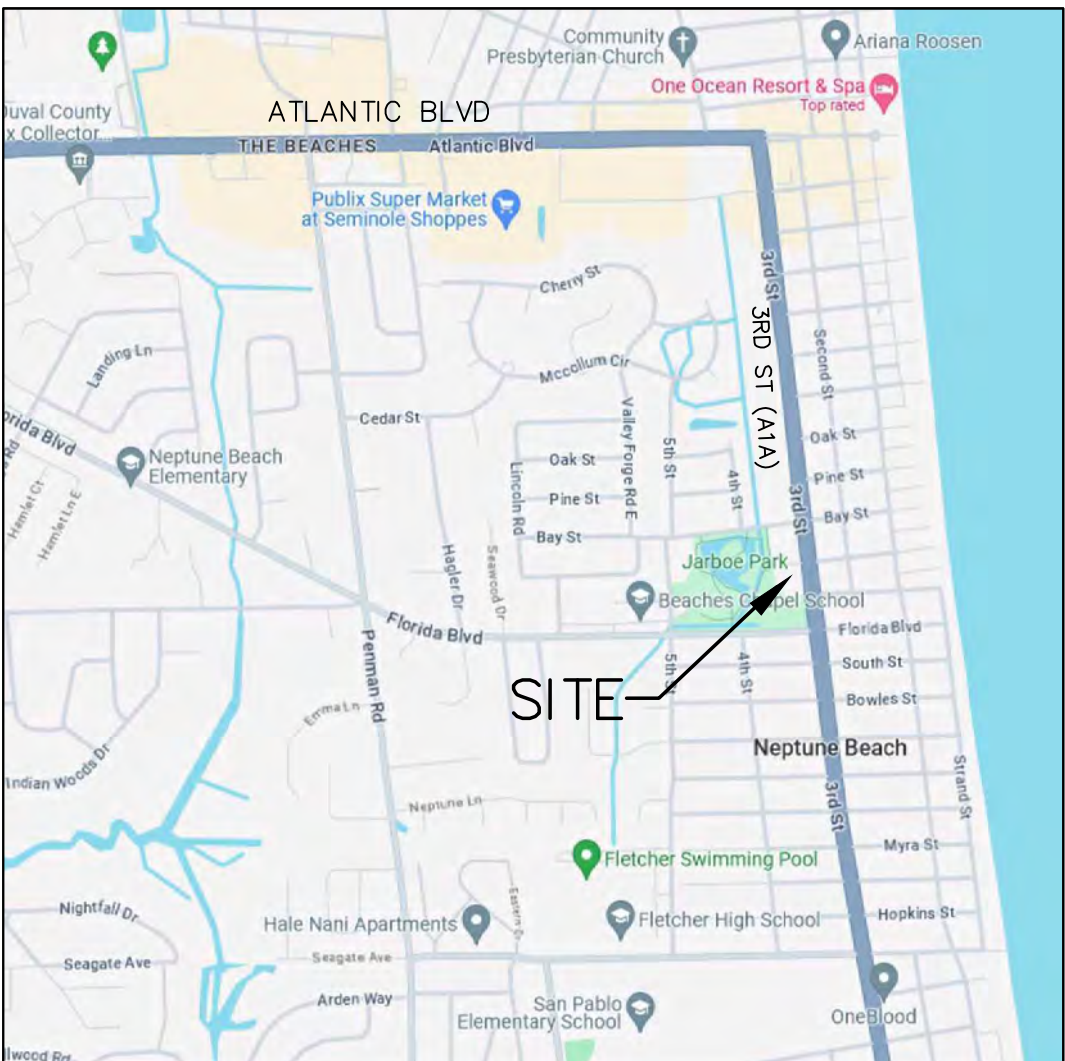
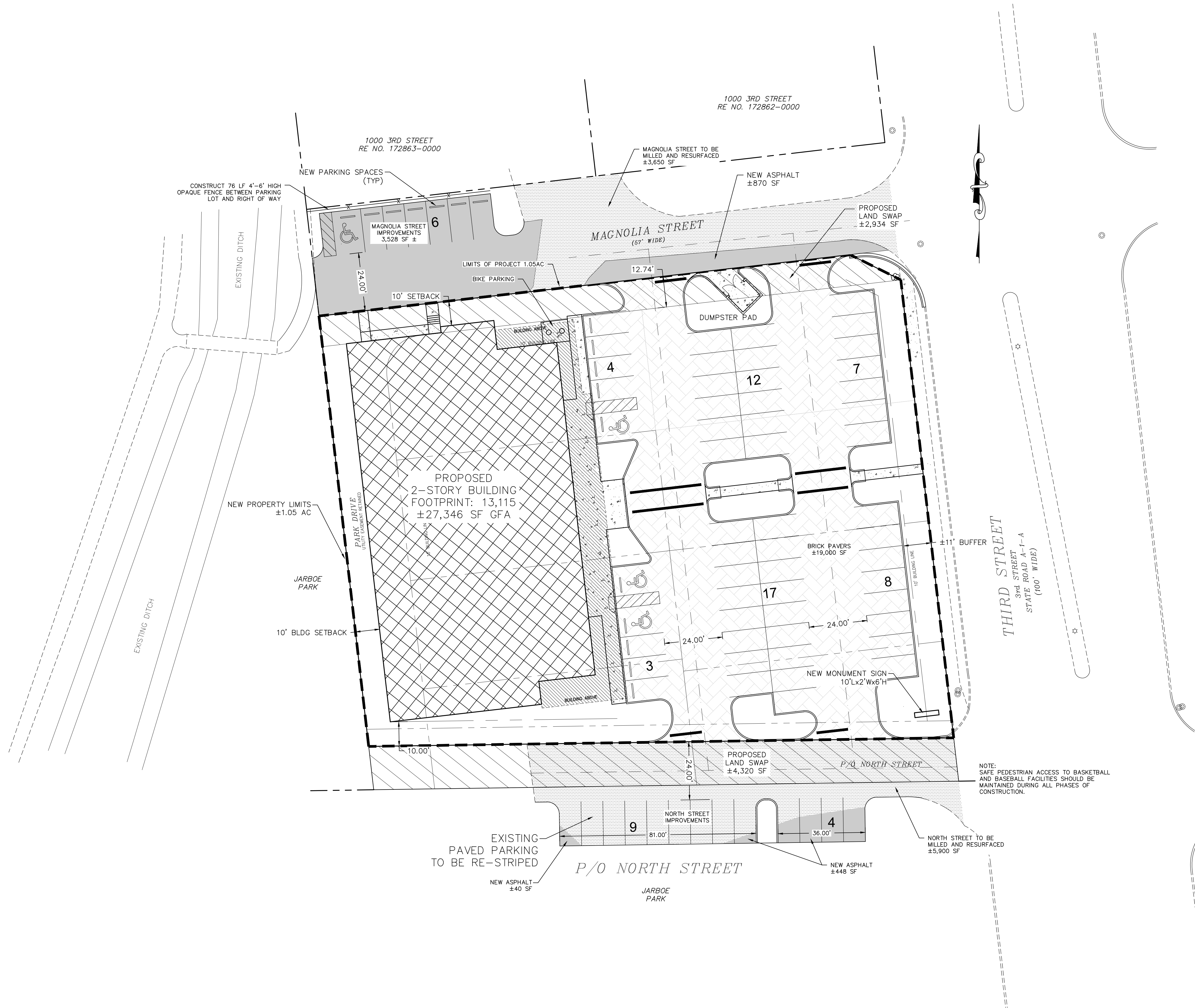
1112 THIRD STREET COMMERCIAL

NEPTUNE BEACH, FL

FOR: MARC HASSAN

GENERAL NOTES

SYMBOL	DATE	REVISIONS
	7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL



VICINITY MAP

SITE DATA

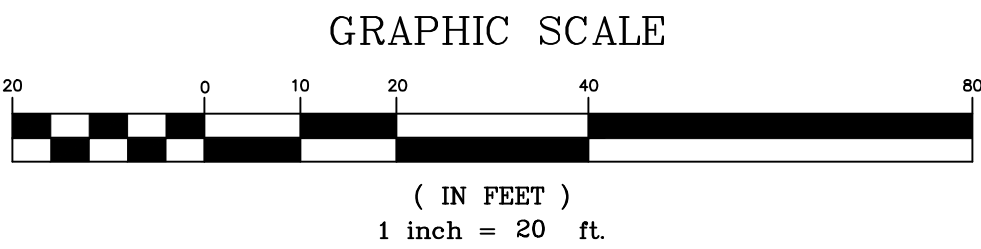
1112 THIRD STREET COMMERCIAL BUILDING
OWNER: 1112 THIRD STREET LLC
ENGINEER: MEANS ENGINEERING, INC
SURVEYOR: SCALICE LAND SURVEYING
LANDSCAPE ARCHITECT: PITTMAN LANDSCAPE ARCHITECTURE
TOTAL PROJECT AREA: 1.05 ACRES
PROPERTY ID NO: 172852-0000, 172851-0000
FLOOD ZONE: AE (PANEL 12031 C049J)
UTILITIES
WATER/SEWER: CITY OF NEPTUNE BEACH
ELECTRICAL: BEACHES ENERGY SERVICES
PROPOSED ZONING
EXISTING: C-1
PROPOSED: C-1
PROPOSED LAND USE
EXISTING: WALKABLE COMMUNITY CORRIDOR
PROPOSED: WALKABLE COMMUNITY CORRIDOR
REQUIRED PARKING
COMMERCIAL: 1 SPACE PER 400 SF
PROPOSED BUILDING: 27,346 SF
TOTAL SPACES REQUIRED: 69
BICYCLE PARKING SPACES REQUIRED (5%): 4
PROPOSED PARKING
ON-SITE SPACES: 54 (INCLUDES 3 HC)
IMPROVED NORTH STREET SPACES: 13
IMPROVED MAGNOLIA STREET SPACES: 7 (INCLUDES 1 HC)
TOTAL SPACES PROPOSED: 74
BICYCLE SPACES PROPOSED: 4
PRE DEVELOPED IMPERVIOUS AREA: 0.74ac (71%)
POST DEVELOPED IMPERVIOUS AREA: 0.73ac (69%)
LANDSCAPED AREAS:
TOTAL SITE LANDSCAPING: 13,353 SF (29.2%)
VUA LANDSCAPED AREA: 4,032 SF (17%)

DRAINAGE NOTE: IMPERVIOUS AREA OFR THE PROPOSED DEVELOPMENT WILL NOT EXCEED PRE-DEVELOPED. THERE IS NO PLANNED ON-SITE STORMWATER RETENTION PROPOSED. A DE MINIMIS EXEMPTION HAS BEEN APPROVED BY THE SJRWMD.
ALL ON-SITE STORMWATER MANAGEMENT WILL COMPLY WITH CITY OF NEPTUNE BEACH ORDINANCES.

LEGEND

	PERMEABLE PAVERS
	CONCRETE REMOVED
	NEW ASPHALT
	LIMITS OF MILLING / RESURFACING

PRINTED 8/1/25



1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN

NEPTUNE BEACH, FL

MASTER SITE PLAN

MEANS Engineering, Inc

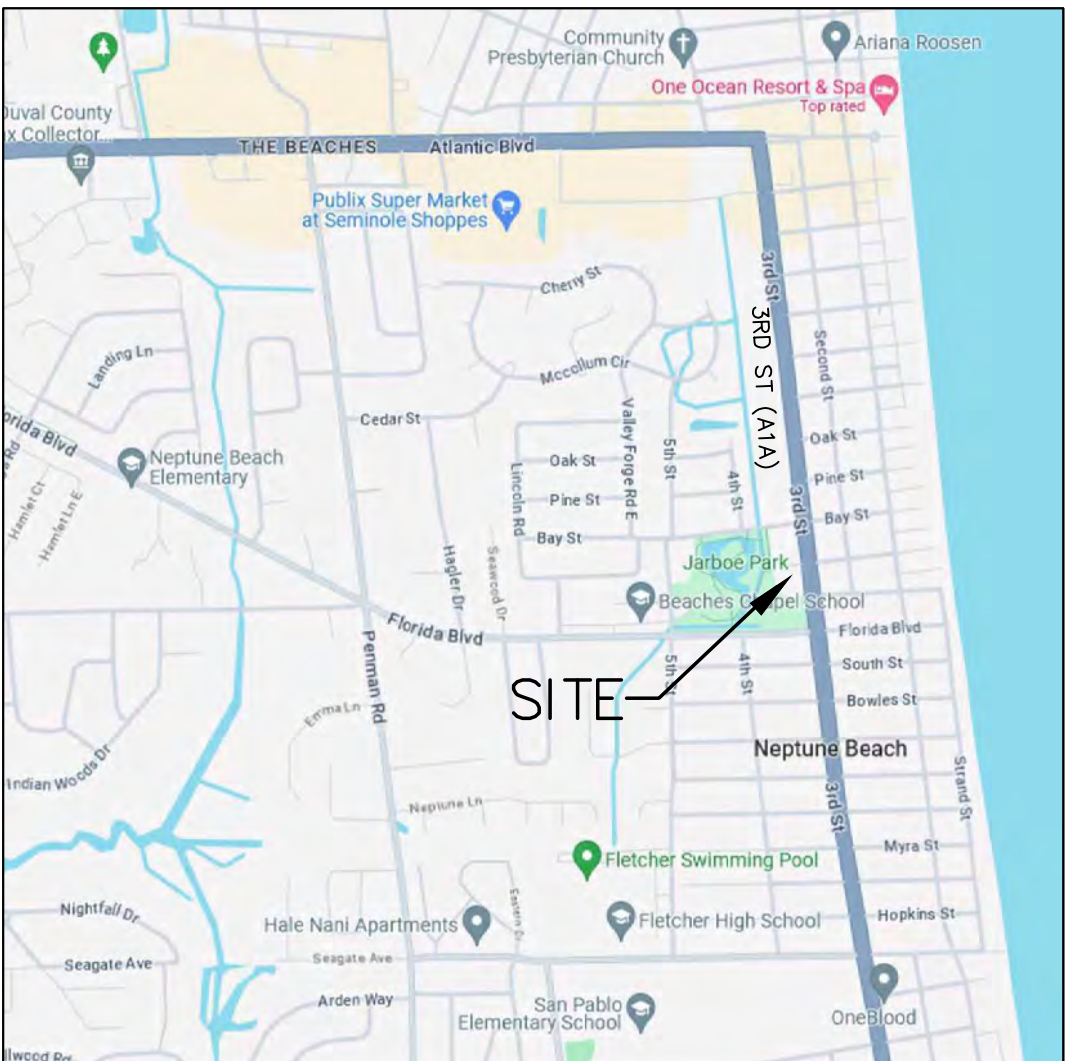
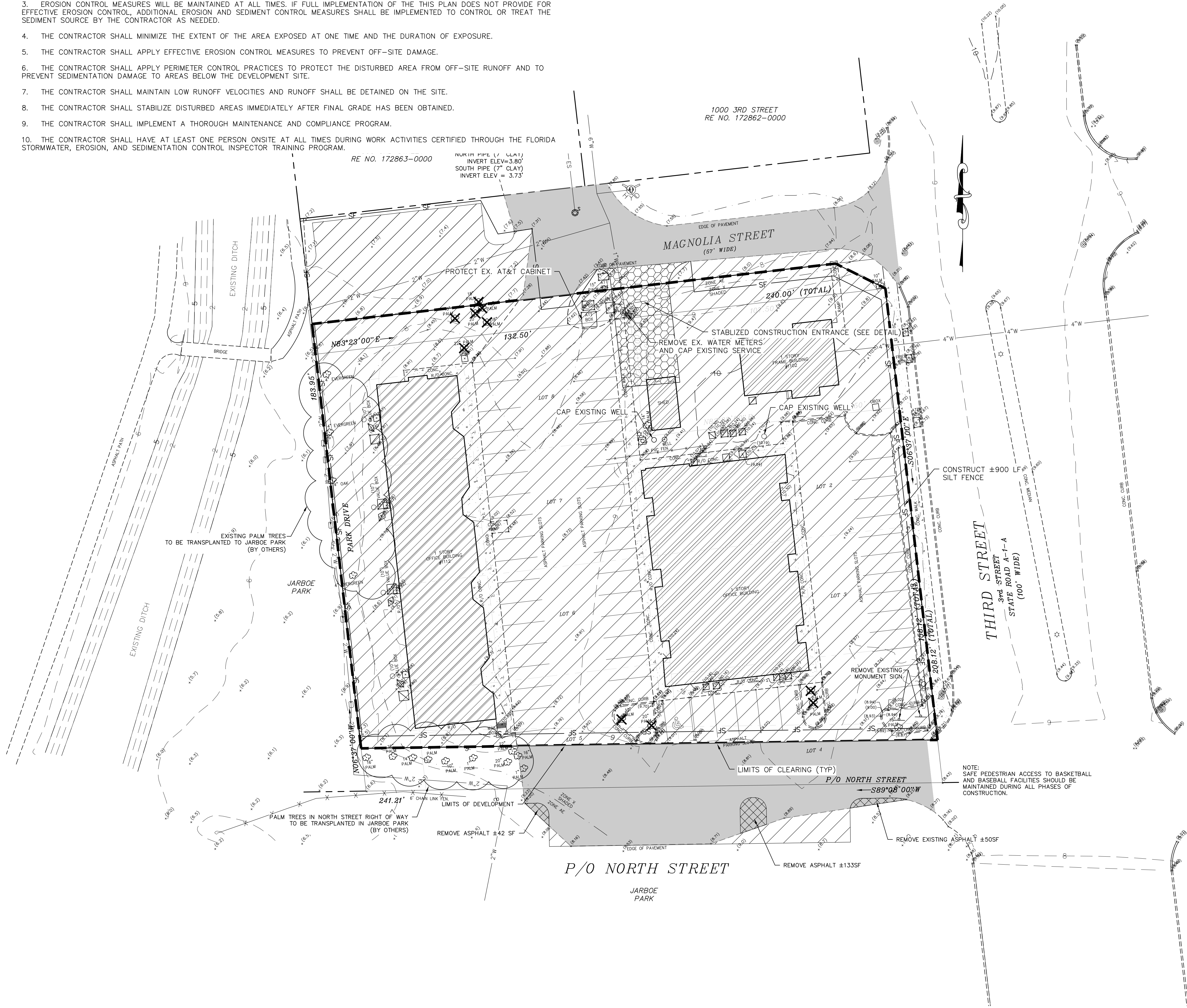
CIVIL ENGINEERS • LAND PLANNERS
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1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

CA# 28146

PROJECT DATE:	6/20/25
SCALE:	1"=20'
DRAWN BY:	TM
CHECKED BY:	TM
DRAWING NAME:	23005
APPROVED BY:	
Date:	
W. Earl Means, PE FL Registration No. 51566	
CA No:	
JOB NUMBER:	23005
COPY DATE:	
SHEET	
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OF	

- EROSION AND SEDIMENT CONTROL NOTES:
1. EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
 2. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.
 3. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE THIS PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE BY THE CONTRACTOR AS NEEDED.
 4. THE CONTRACTOR SHALL MINIMIZE THE EXTENT OF THE AREA EXPOSED AT ONE TIME AND THE DURATION OF EXPOSURE.
 5. THE CONTRACTOR SHALL APPLY EFFECTIVE EROSION CONTROL MEASURES TO PREVENT OFF-SITE DAMAGE.
 6. THE CONTRACTOR SHALL APPLY PERIMETER CONTROL PRACTICES TO PROTECT THE DISTURBED AREA FROM OFF-SITE RUNOFF AND TO PREVENT SEDIMENTATION DAMAGE TO AREAS BELOW THE DEVELOPMENT SITE.
 7. THE CONTRACTOR SHALL MAINTAIN LOW RUNOFF VELOCITIES AND RUNOFF SHALL BE DETAINED ON THE SITE.
 8. THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS IMMEDIATELY AFTER FINAL GRADE HAS BEEN OBTAINED.
 9. THE CONTRACTOR SHALL IMPLEMENT A THOROUGH MAINTENANCE AND COMPLIANCE PROGRAM.
 10. THE CONTRACTOR SHALL HAVE AT LEAST ONE PERSON ONSITE AT ALL TIMES DURING WORK ACTIVITIES CERTIFIED THROUGH THE FLORIDA STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM.



VICINITY MAP

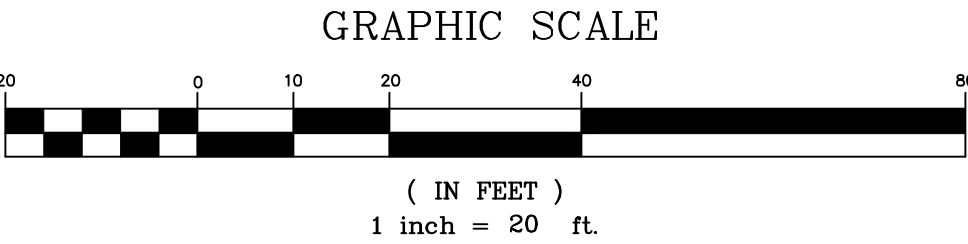
SITE DATA

1112 THIRD STREET COMMERCIAL BUILDING
OWNER: 1112 THIRD STREET LLC
ENGINEER: MEANS ENGINEERING, INC
SURVEYOR: SCALICE LAND SURVEYING
LANDSCAPE ARCHITECT: PITTMAN LANDSCAPE ARCHITECTURE
TOTAL PROJECT AREA: 1.05 AC
PROPERTY ID NO: 172852-0000, 172851-0000
FLOOD ZONE: AE (PANEL 12031 C049J)
UTILITIES
WATER/SEWER: CITY OF NEPTUNE BEACH
ELECTRICAL: BEACHES ENERGY SERVICES
PROPOSED ZONING
EXISTING: C-1
PROPOSED: C-1
PROPOSED LAND USE
EXISTING: WALKABLE COMMUNITY CORRIDOR
PROPOSED: WALKABLE COMMUNITY CORRIDOR
PRE DEVELOPED COVERAGES:
BUILDINGS: 11,386 24.9%
CONCRETE WALKS: 3,877 8.5%
ASPHALT PARKING/ DRIVES: 17,040 37.3%
OPEN SPACE: 10,731 29.2%
TOTAL: 45,657 100%
PRE DEVELOPED IMPERVIOUS AREA: 0.74ac (71%)

LEGEND

- LIMITS OF CLEARING /DEMO
- CONCRETE REMOVED
- PAVEMENT TO REMAIN
- STRUCTURE/TREE TO BE REMOVED
- SF SILT FENCE

PRINTED 8/1/25



1112 THIRD STREET COMMERCIAL

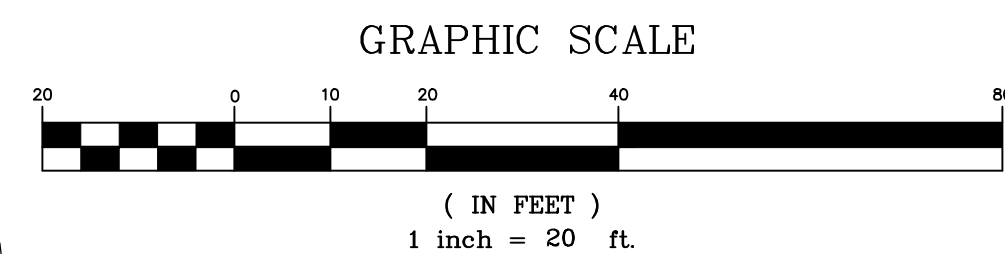
FOR: MARC HASSAN
NEPTUNE BEACH, FL
DEMO / SWPPP PLAN

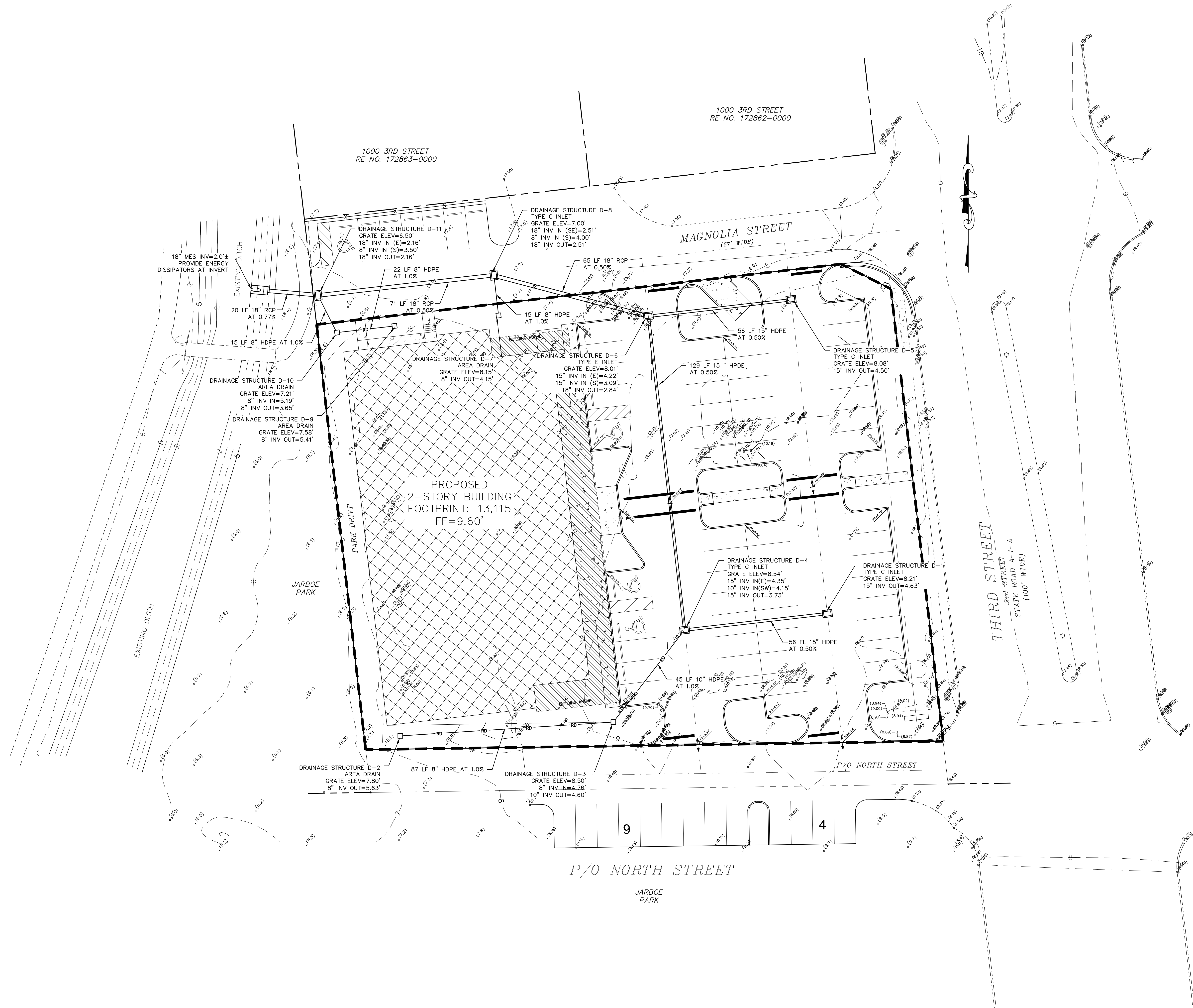
MEANS Engineering, Inc

Civil Engineers • Land Planners
Environmental Services
1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902
CA# 28146

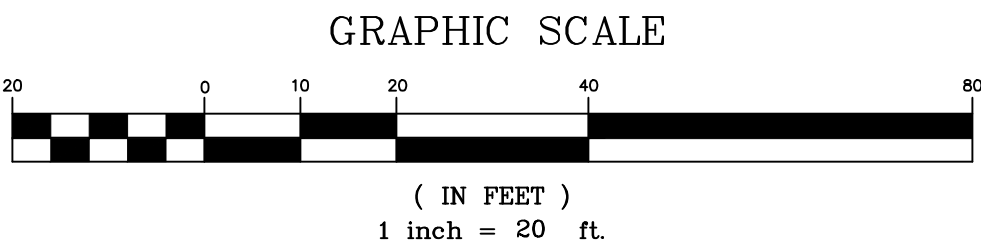
PROJECT DATE: 6/20/25
SCALE: 1"=20'
DRAWN BY: TM
CHECKED BY: TM
DRAWING NAME: 23005
APPROVED BY:
Date:
W. Earl Means, PE
FL Registration No. 51566
CA No:
JOB NUMBER: 23005
COPY DATE:

SHEET
201
OF

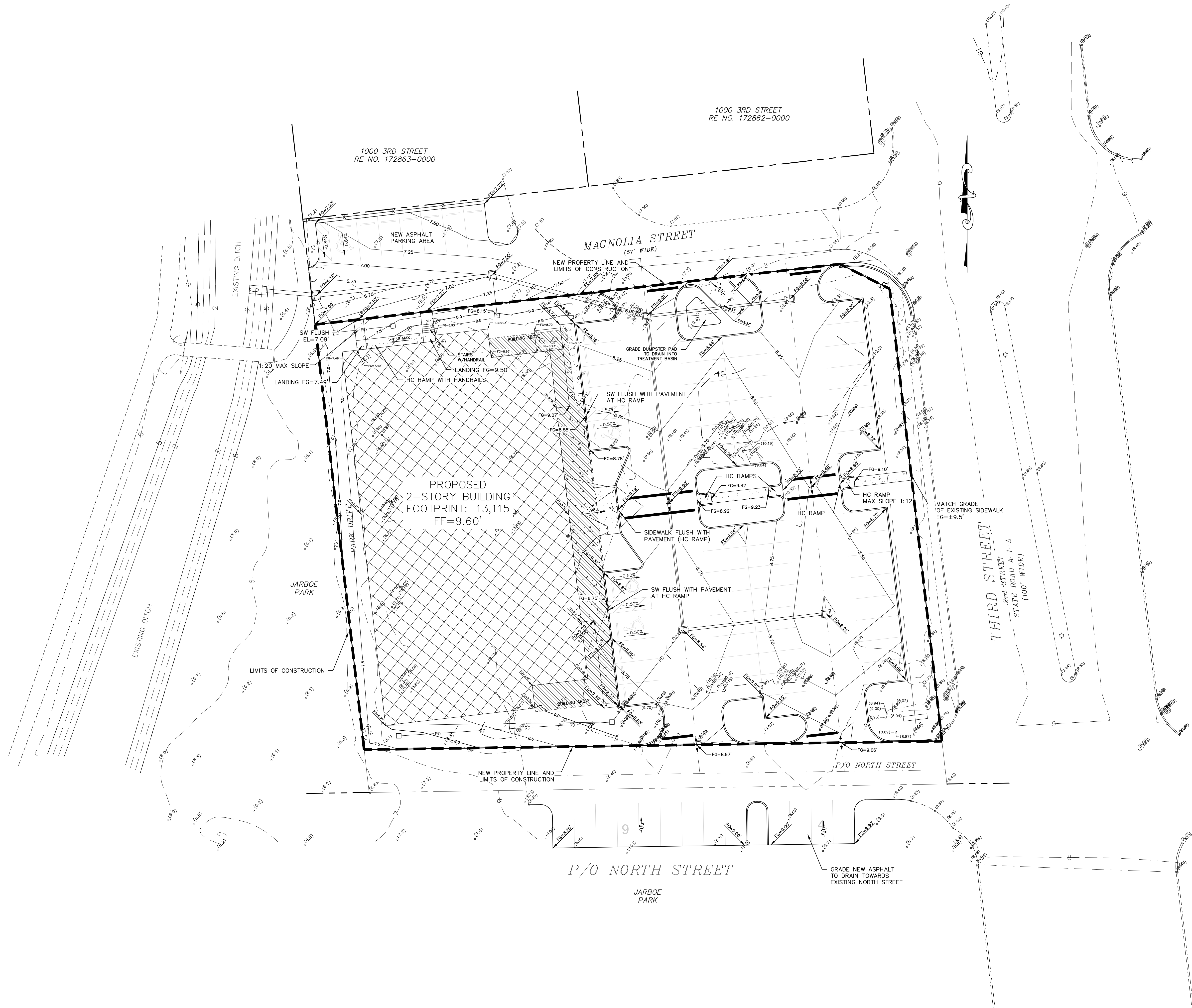




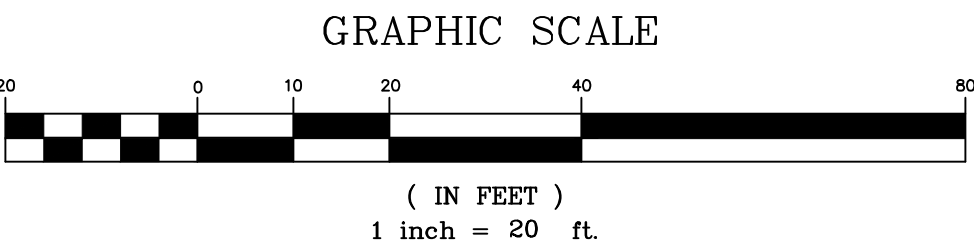
PRINTED 8/1/25



MEANS Engineering, Inc CIVIL ENGINEERS • LAND PLANNERS ENVIRONMENTAL SERVICES 1414 KINGSLEY AVE., SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902 CA# 28146	SYMBOL	DATE	REVISIONS
		7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL 7/15/25 COMB RESUBMITTAL
1112 THIRD STREET COMMERCIAL			
FOR: MARC HASSAN		NEPTUNE BEACH, FL	
MASTER STORMWATER PLAN			
PROJECT DATE: 6/20/25			
SCALE: 1"=20'			
DRAWN BY: TM			
CHECKED BY: TM			
DRAWING NAME: 23005			
APPROVED BY:			
Date: _____			
W. Earl Means, PE FL Registration No. 51566			
CA No: _____			
JOB NUMBER: 23005			
COPY DATE:			
SHEET 400 OF			



PRINTED 8/1/25



MEANS Engineering, Inc CIVIL ENGINEERS • LAND PLANNERS ENVIRONMENTAL SERVICES 1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902 CA# 28146	PROJECT DATE: 6/20/25
	SCALE: 1"=20'
DRAWN BY: TM	CHECKED BY: TM
	DRAWING NAME: 23005
APPROVED BY:	Date: _____
W. Earl Means, PE FL Registration No. 51566	CA No: _____
JOB NUMBER: 23005	COPY DATE: _____
SHEET 401 OF	

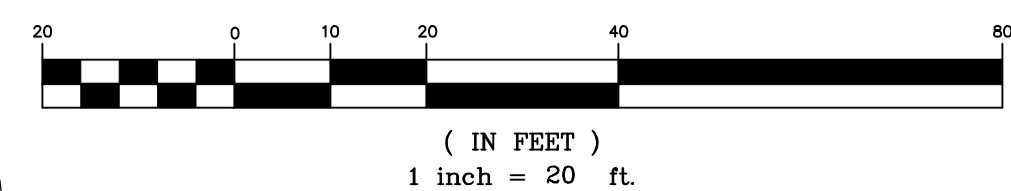
1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN

NEPTUNE BEACH, FL

GRADING PLAN

SYMBOL	DATE	REVISIONS
	7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL
	7/15/25	COMB RESUBMITTAL



GRAPHIC SCALE

1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

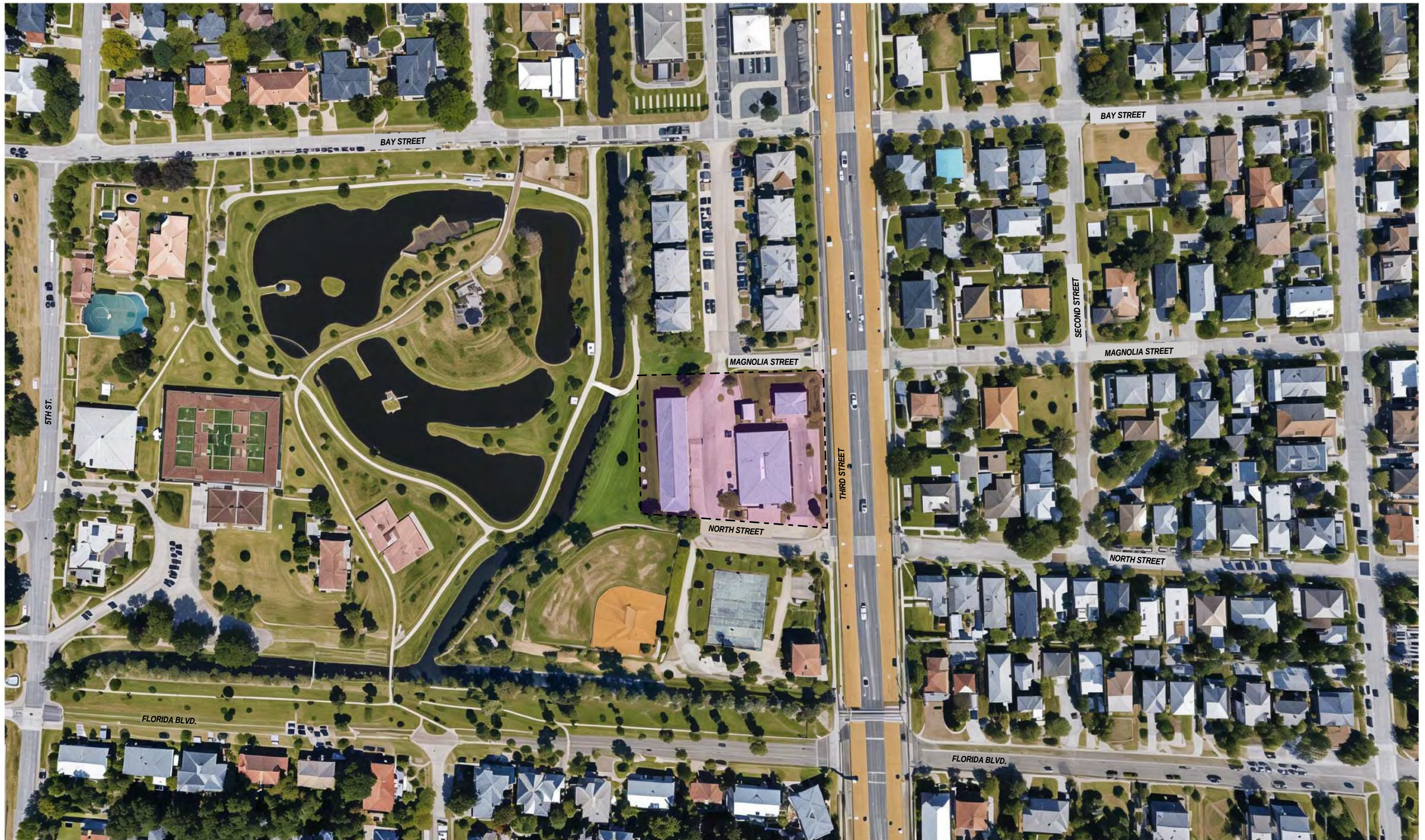
FOR: MARC HASSAN NEPTUNE BEACH, FL

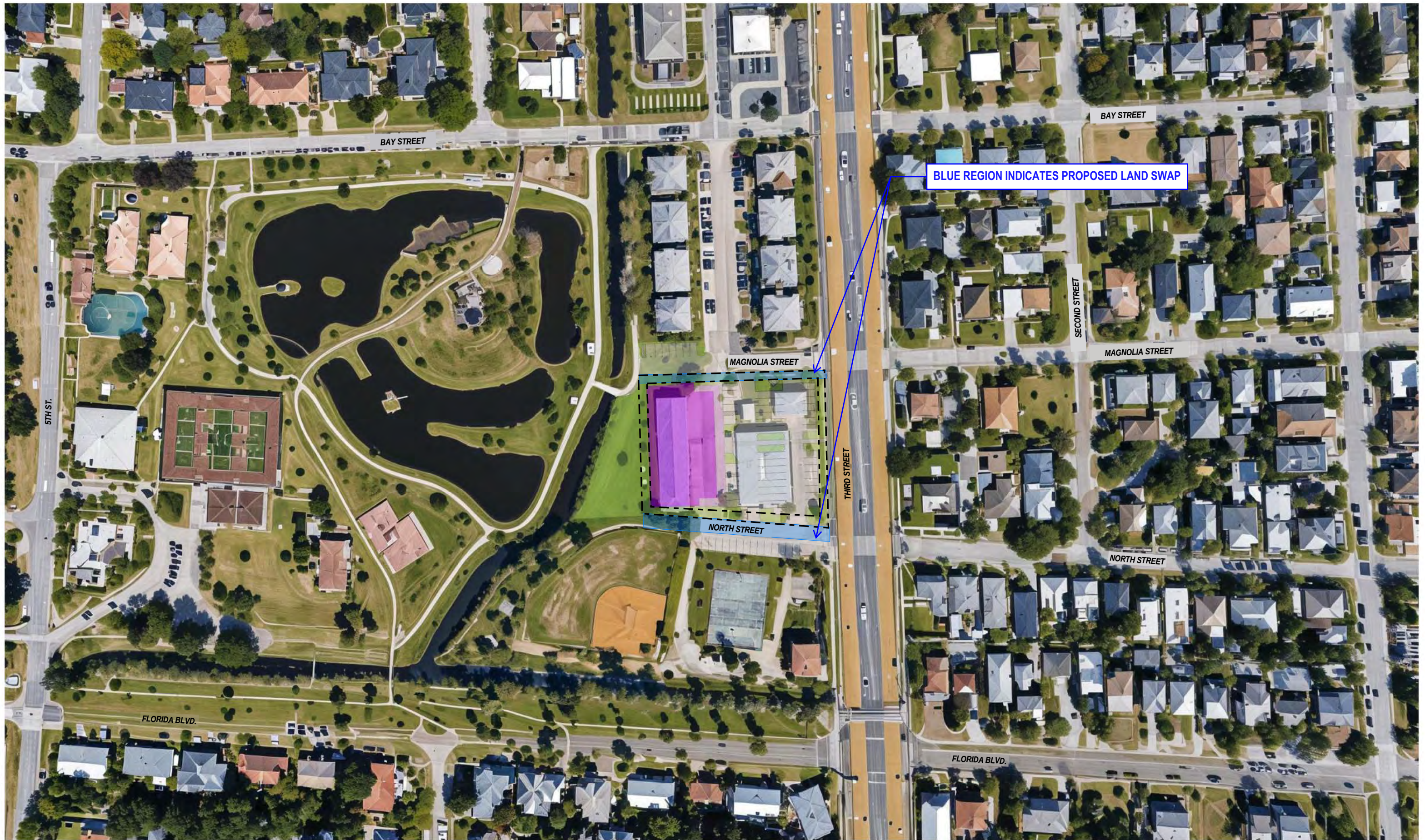
WATER AND SEWER PLAN

SHEET
500
OF

SYM	DATE	REVISIONS
	7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL
	7/15/25	CONB RESUBMITTAL

Ex C) VICINITY MAPS







Ex D) ELEVATION/BUILDING RENDERINGS







INVISION
PLANNING | ARCHITECTURE | INTERIORS
FORMERLY RDB DESIGN ASSOCIATES

RDB_INV PROJECT No.: 2024-003
UPDATED: 06/11/2025

1112 Third Street Office Shell Building | Neptune Beach
NORTHWEST BUILDING VIEW
124

Ex E) LANDSCAPE PLAN



4049 San Servera Dr N
Jacksonville, Florida 32217
ph 904 327 7718 PittmanLA.com

PLANS PREPARED UNDER THE
DIRECTION OF
Alfred B. Pittman, MLA, PLA
Florida Landscape Architect LA-1601
ISA Certified Arborist FL-5742A

CLIENT

1112 Third
Street, LLC

9803 Old St Augustine Rd, Suite 1
Jacksonville, FL, 32257

PROJECT

1102 and 1112
3rd Street

Neptune Beach, FL

DATE
08-04-25

REVISIONS		
No.	Date	Description

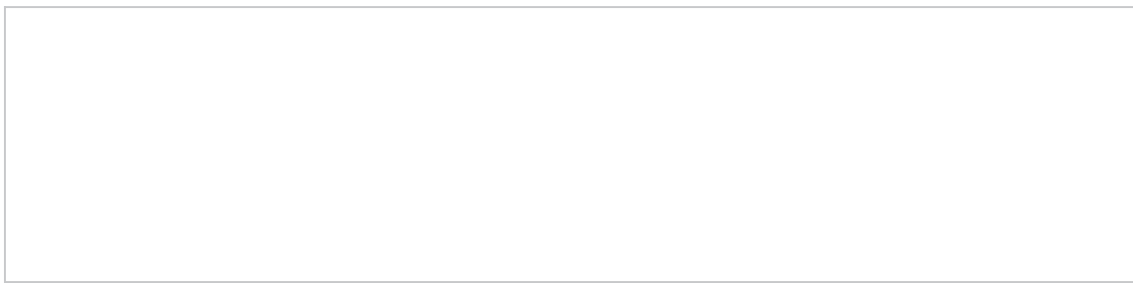
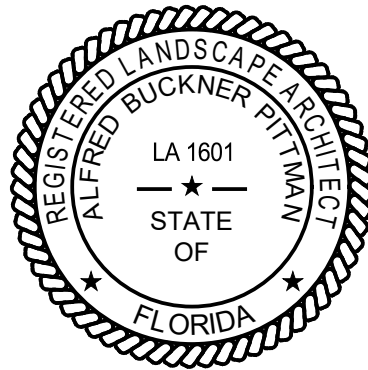
DRAWING TITLE

DIGITAL
SIGNATURE
SHEET

SHEET NO.

DS1

This document has been digitally signed and sealed by:



Printed copies of this document are not considered signed and sealed.
The signature must be verified on the electronic documents.

Pittman Landscape Architecture, Inc.
4049 San Servera Dr. N.
Jacksonville, FL 32217
904-327-7718
www.pittmanLA.com
Landscape Architect Comany No.: LC-26000443
Alfred B. Pittman Individual License: LA-1601

The above named professional landscape architect shall be responsible for the
following sheets in accordance with Chapter 481.321 Florida Statutes:

DS-1 Digital Signature
L1 Landscape Plan
L2 Landscape Specifications
L3 Irrigation Specifications



Know what's below.
Call before you dig.



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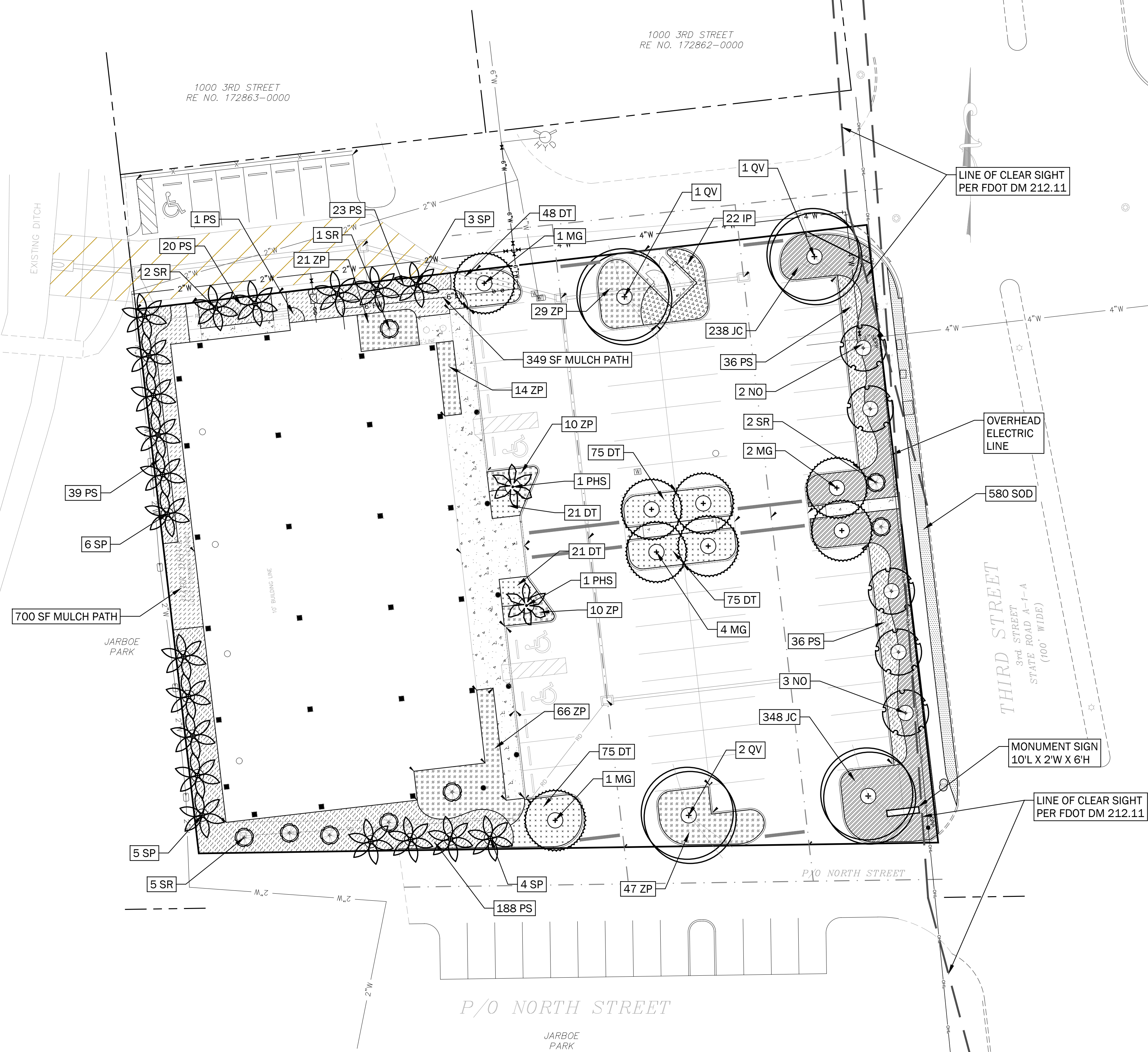
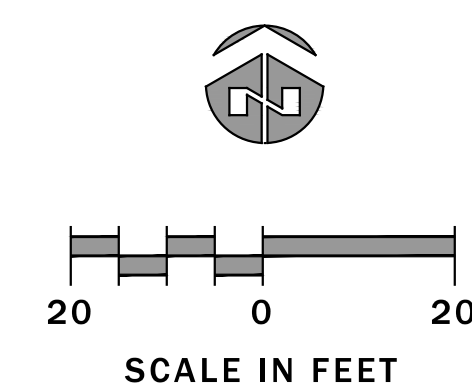
REVISIONS
No. Date Description

DRAWING TITLE

LANDSCAPE PLAN

SHEET NO.

L1



LANDSCAPE SPECIFICATIONS

1. GENERAL INSTALLATION INSTRUCTIONS

- 1.1. Contractor shall furnish all labor, materials, and insurance to complete the work as shown in the plan.
- 1.2. Contractor is responsible for acquiring all required permits and associated fees to complete the work.
- 1.3. Contractor shall locate and visibly mark all buried utilities prior to construction and notify the landscape architect of any conflicts.
- 1.4. Contractor shall demolish and remove from the premises all pavement, sod and other materials required to implement the plan.
- 1.5. All work shall be completed in a timely manner and in accordance with standard industry practices.
- 1.6. Contractor shall coordinate a work plan with the owner or agent and the landscape architect prior to starting work and shall comply with all state and federal requirements for work safety.
- 1.7. Contractor shall coordinate an approved staging area with the owner prior to starting the work and shall maintain a clean and orderly site throughout the construction period and shall properly dispose of all trash and removed materials.
- 1.8. Contractor shall proceed with approved work in an orderly and timely fashion.
- 1.9. Contractor shall prevent offsite erosion, both by wind and rain, during construction using adequate means such as silt fencing, hay bales, and drain socks.
- 1.10. Contractor shall provide all new materials in first quality condition.
- 1.11. Substitutions shall be rejected unless approved by the landscape architect prior to installation.
- 1.12. Contractor shall repair and/or replace at contractor's cost and in an expedient manner any utilities, pipes, conduit, cables, fences, pavement, plant material, or any other existing property within or abutting the project site damaged by contractor during the course of the project.
- 1.13. Contractor shall notify the owner and landscape architect at least one week in advance for a substantial completion inspection. The landscape architect shall provide a punch list to the contractor outlining items to be completed by the contractor. Contractor shall complete punch list items in timely manner before calling for a final inspection by the owner and the landscape architect.
- 1.14. Final payment for the work shall not be issued until a final inspection is completed and approved by the landscape architect and/or the owner.
- 1.15. All work shall be warranted against defects and failure for at least 1 year following the final acceptance.
- 1.16. Contractor shall clean site of all construction debris, materials, and trash. Disturbed areas shall be fine-graded and landscaped according to the plans. All disturbed areas not shown to be landscaped in the plans shall be sodded with the specified sod, or Bahia sod (Paspalum notatum) if not specified. Site must be clean and neat before a final acceptance and payment will be issued.

2. TREE AND EXISTING VEGETATION PROTECTION

- 2.1. Contractor shall ensure protection of exiting trees and plants to be preserved within the project area and along the project boundaries prior to all clearing or construction activity using a tree barricade as specified in the plans, or if not specified in the plans, according to Florida Department of Transportation Index Number 544 Landscape Installation (<http://www.fdot.gov>). A silt fence may serve as a barricade where such measures are required and provide full protection of the critical protection zone as defined in Index 544.
- 2.2. Provide 6" pine straw mulch to uniformly cover all bare, cleared, eroded, or disturbed areas within each tree protection area. Keep mulch 12" away from base of each tree.
- 2.3. Notify the landscape architect prior to any construction activity where protection cannot be provided or must be modified to due to conflicting construction activity.
- 2.4. Notify the landscape architect prior to site clearing and construction of any trees or otherwise valuable plants not noted on the plans that may warrant protection, especially large trees located on adjacent properties whose roots and canopy occupy space within the project area.
- 2.5. Tree barricade shall remain in place for the duration of the project until landscape installation commences whereupon the contractor may remove barricades as needed to prepare final grades and install landscaping according to the plans. Remaining tree barricades shall be removed at the completion of the project.

3. PRUNING

- 3.1. Pruning of new and existing plant materials shall be only as necessary to permit construction activity and/or to address plant damage and ensure plant health and stability.
- 3.2. All canopy pruning shall be according to ANSI Z133 and ANSI A300 Part 1.

4. SOILS

- 4.1. Contractor shall minimize soil compaction to all new planting areas by limiting access to those areas designated for planting purposes only. Contractor shall not store, clean, or empty equipment or materials within any area specified for preservation or new plant installation.
- 4.2. Prior to plant installation, contractor shall conduct a soil test in at least three locations on the site that best represent the plant distribution and conditions shown on the planting plan. The soil test shall be conducted by an independent laboratory qualified to test soils. The test shall be conducted to determine: soil type, soil pH, nutrient content, and recommended amendments
- 4.3. Contractor shall furnish a copy of the soil report(s) along with the contractor's recommended amendments to the landscape architect and the owner prior to initiating plant installation. Contractor shall not initiate plant installation without a written or verbal response from the landscape architect or owner indicating receipt of the report and agreement with the amendment approach.

5. PLANT INSTALLATION

- 5.1. Contractor shall verify project site conditions prior to installation. Contractor shall notify the Owner and Landscape Architect prior to installation of any conditions that would adversely affect plant installation or healthy plant growth.
- 5.2. Install all plants according to Florida Department of Transportation Index Number 544 Landscape Installation (<http://www.fdot.gov>).
- 5.3. Do not install groundcovers or shrubs on top of or into the rootball of new trees.
- 5.4. Contractor shall verify final quantities based on the plans prior to bidding and pricing. In the occurrence of a discrepancy between the plans and the plant list, the plans shall take precedence.
- 5.5. All plants shall conform to the specifications on the plant list or plant schedule.
- 5.6. All plants shall be Florida Fancy Grade or better according to the Florida Grades and Standards Handbook.
- 5.7. All plants shall be nursery-grown containerized or B&B stock.
- 5.8. All plants shall be in good health, vigorous, evenly branched, and thickly foliated when in leaf. All plants shall be free of disease, insects, including eggs and larvae, as well as have a healthy, developed root system. They should also be free of physical damage or adverse conditions that would prevent thriving growth.
- 5.9. Plant material, tree locations, and bed outlines shall be staked or flagged on site by the contractor and shall be adjusted as required to fit actual as-built conditions on site and approved by the owner or owner's representative prior to installation.
- 5.10. Unless otherwise specified, all existing plant material within the areas of new construction as shown on the plans shall be removed and properly disposed of off of the project site. Plant material outside of these areas shall remain and shall be replaced with like kind if killed or damaged via landscape installation activities (see General Installation Instructions and Tree and Existing Vegetation Protection).
- 5.11. Planting beds shall be shovel-cut to form a uniform, clean line between beds and lawn areas.
- 5.12. Remove all synthetic material surrounding the rootball, including strapping, and remove all material including burlap and wire basket from top third of root ball prior to backfilling. Failure to take these measures will result in rejection of the installed tree.
- 5.13. Shade trees shall be planted a minimum of 4 feet from any edge of pavement and 15 feet from overhead electric lines as measured from the at-grade centerline (refer to local provider to verify specific requirements).
- 5.14. All plant material shall be warranted for a period of one year from the date of Final Acceptance of the work and not the date on which it was installed.
- 5.15. Contractor shall provide all fine surface grading preparation for planting and shall maintain all finished grade requirements according to the plans, and ensure positive drainage. Report any drainage problems associated

with finished grade or finished soil characteristics to the owner and the landscape architect.

- 5.16. Coordinate construction of planting areas with installation of irrigation system or hose bibs as specified.
- 5.17. Contractor shall provide mulch for all newly installed landscape areas. Provide a minimum 5' diameter mulch ring for all installed trees. Provide uniform coverage for all landscape beds at the specified depth maintain at least 6" clearance from all woody trunks and stems.
- 5.18. Mulch shall be Florida-Friendly natural shredded hardwood Maleleuca or Eucalyptus mulch, natural in color and free of dye. Contractor shall provide verification prior to application of mulch type and source.
- 5.19. Mulch shall be 3" uniform depth.
- 5.20. Install sod as specified in the plans, according to the Florida Department of Transportation Standard Specification Section 570 Performance Turf (<http://www.fdot.gov>) unless otherwise stated herein.
- 5.21. Contractor shall provide certified, healthy sod, free of weeds, disease, fungus, insects, or nematodes.
- 5.22. Sod shall be:

5.22.1. Celebration Bermuda (Cynodon dactylon 'Celebration')
- 5.23. Contractor is responsible for maintaining all stockpiled and installed landscape material during the construction period through Final Acceptance, including required weeding, pest control, fertilization, pruning, and any other measure necessary to ensure healthy and vigorous plants are provided at Final Acceptance. The owner shall provide maintenance during the warranty period following Final Acceptance, unless otherwise specified in the contract documents.
- 5.24. Contractor shall maintain all staking and guying materials and correct tree leaning or tilting during the warranty period. Contractor shall ensure that tree trunks and branches are not damaged or growth restricted by strapping or guying materials. Contractor shall be responsible for removal of all above-ground staking and guying material at the end of the warranty period.



P L A N T L I S T										
QTY	PCT*	ABV	BOTANICAL NAME	COMMON NAME	CAL IN/ CONT	HT/SPD	SPACING /OC	SHADE	ORIGIN	INCHES/ AREA SF
T R E E S										
8	0.21	MG	Magnolia grandiflora	Southern magnolia	4	14-16' / 5-7'	As shown	Yes	Native	32
5	0.13	NO	Nerium oleander 'Calypso'	Calypso oleander	45 gal	12-14' / 5-7' / MT	As shown	No	Non-native	
2	0.05	PHS	Phoenix sylvestris	Sylvestris date palm		20-22' CT	As shown	Yes	Non-native	
4	0.10	QV	Quercus virginiana	Live oak	4	14-16' / 6-8'	As shown	Yes	Native	16
20	0.51	SP	Sabal palmetto	Cabbage palm		18-20' CT	As shown	Yes	Native	
39	1.00								TOTALS	16 32
S H R U B S										
22	0.04	IP	Illicium parviflora	Yellow anise	7 gal	24-30" / 16-20"	3.5		Native	270
343	0.60	PS	Pennisetum setaceum	White fountain grass	3 gal	12-16" / 12-16"	3.0		Non-native	3,087
8	0.01	SR	Serenoa repens 'Cinera'	Silver saw palmetto	30 gal	3.5-4.5' / 3.5-4.5'	As shown		Native	
197	0.35	ZP	Zamia pumila	Coontie palm	3 gal	12-16" / 12-16"	3.0		Native	1,773
570	1.00								TOTALS	5,130
G R O U N D C O V E R S										
315	0.35	DT	Daniella tasmanica 'Variegata'	Variegated flax lily	1 gal	12-16" / 6-8"	2.0		Non-native	1,260
586	0.65	JC	Juniperus conferta 'Blue Pacific'	Blue Pacific shore juniper	1 gal	4-8" / 8-12"	2.0		Non-native	2,344
901	1.00								TOTALS	3,604
S O D										
580		SOD	Cynodon dactylon 'Celebration'	Celebration Bermuda grass		Certified solid sod	SF		Non-native	



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ISA Certified Arborist FL-5742A

CLIENT

1112 Third
Street, LLC

9803 Old St Augustine Rd, Suite 1
Jacksonville, FL, 32257

PROJECT

1102 and 1112
3rd Street

Neptune Beach, FL

DATE

08-04-25

REVISIONS

No. Date Description

DRAWING TITLE

LANDSCAPE
SPECIFICATIONS

SHEET NO.

L2

IRRIGATION SPECIFICATIONS

IRRIGATION INSTALLATION

- 1. Contractor shall provide a fully automated irrigation system to ensure 100% head-to-head coverage of all landscaped areas within the project area.
- 2. Irrigation source shall be:
 - 2.1. Municipal potable source with irrigation meter
- 3. Upon completion, contractor shall submit a scaled, clear and legible as-built plan of the installed irrigation system showing location of all components and sleeves to the owner (and municipal authority if required).
- 4. Contractor shall provide a reduced-pressure backflow preventer, mounted in a rectangular valve box on the serving side and adjacent to the meter, and shall provide freeze protection.
- 5. All pipe and wire under paving shall be placed in Schedule 40 PVC sleeves from the full pavement coverage length and shall be at least 24" below finished grade.
- 6. Main lines shall be installed at least 18" below finished grade and lateral lines shall be installed at least 12" below finished grade.
- 7. Contractor shall reroute piping to avoid existing plants and tree roots and hand-dig pipes under or through tree roots within the canopy area of existing trees that cannot be avoided. Mechanical trenching through tree roots within the canopy area of preserved trees shall not be permitted.
- 8. Contractor shall be responsible for all applicable permits and fees.
- 9. Contractor shall comply with all state and local codes and shall clarify any discrepancies on the plan prior to bidding.
- 10. Prior to final acceptance, contractor shall show owner or maintenance superintendent how to operate and maintain the system.
- 11. Contractor shall furnish all warranty, maintenance equipment, and operating instructions.

LANDSCAPE IRRIGATION AND WATERING SCHEDULE

All required landscaping show on these plans will be watered manually using hose bibbs dispursed throughout the development so that every required landscape area is within 75' of a hose bibb. Trees shall be watered as needed to prevent decline, and at a minimum three times weekly during no-rain periods for the first 60 days. Water thereafter according to the following 180-day schedule:

Large trees and palms: 30 gal/application
Small trees: 20 gal/application
Shrubs and sod: as needed to prevent wilting

1st 8 weeks: 3 waterings per week (24 total)
2nd 8 weeks: 2 waterings per week (16 total)
Final 10 weeks: 1 watering per week (10 total)

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

LAWN AND IRRIGATION RULE:

Irrigation of new landscape is allowed at any time of day on any day for the initial 30 days following installation, and every other day for the next 30 days, for a total of one 60-day period, provided the irrigation is limited to the minimum amount necessary for establishment.



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REVISIONS
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IRRIGATION
SPECIFICATIONS

SHEET NO.

L3

Ex F) LIGHTING PLAN

1. ALL WORK ASSOCIATED WITH ELECTRIC SERVICE SHALL BE DONE IN ACCORDANCE WITH BEACHES ENERGY'S RULES AND REGULATIONS FOR ELECTRIC SERVICE, LATEST EDITION. LOCATION AND CONFIGURATION OF ELECTRICAL SERVICE ARE TENTATIVE. THE CONTRACTOR SHALL PAY ALL BEACHES ENERGY FEES NECESSARY TO ESTABLISH ELECTRICAL SERVICE. CONTRACTOR SHALL CONTACT UTILITY COMPANY ENGINEER FOR SERVICE REQUIREMENTS PRIOR TO BID, BEFORE PURCHASING ANY MATERIALS, AND TO COORDINATE ALL WORK. BEACHES ENERGY TO EVALUATE EXISTING PRIMARY CONDITIONS AND CONFIRM CONFIGURATION IS ADEQUATE FOR NEW INSTALLATION. IF UPGRADES ARE DEEMED NECESSARY, COORDINATE REQUIREMENTS WITH BEACHES ENERGY.
2. CONTRACTOR SHALL CONTACT TELECOM AND CATV SERVICE PROVIDER(S) BEFORE STARTING CONSTRUCTION TO COORDINATE ALL REQUIREMENTS FOR DATA/VOICE AND CABLE TV SERVICES. DETAILS SHOWN ARE TENTATIVE AND PRELIMINARY. COORDINATION WITH TELECOM COMPANY AND CATV PROVIDER IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. ROUTING OF UNDERGROUND CONDUITS SHOWN IS INTENDED TO BE DIAGRAMMATIC. HAND DIG AND ROUTE CONDUIT AS NECESSARY TO AVOID STRUCTURES, TREES, UNDERGROUND UTILITIES, ETC. PROVIDE PULLBOXES/MANHOLES AS NECESSARY AND/OR REQUIRED TO AID IN PULLING CONDUCTORS.
4. CALL FLORIDA 811 AT LEAST 7 FULL BUSINESS DAYS BEFORE DIGGING TO HAVE EXISTING UTILITIES LOCATED AND MARKED.
5. ELECTRICAL SITE PLAN IS FOR ORIENTATION PURPOSES ONLY. SEE CIVIL SITE PLAN FOR LOCATION OF STRUCTURES, CURBING, PAVED AREA, EXISTING UTILITIES, ETC. LOCATIONS SHOWN FOR EXTERIOR ELECTRICAL EQUIPMENT IS ONLY APPROXIMATE. CONFIRM EXACT LOCATION PER ARCHITECTURAL AND CIVIL PLANS.
6. AFTER CONSTRUCTION, REPAIR ANY DAMAGE TO EXISTING PAVEMENT, CONCRETE DRIVES, SIDEWALKS, CURBS, GRASS, ETC. AND RETURN SURROUNDING AREA TO ORIGINAL CONDITIONS
7. FOR EXTERIOR BRANCH CIRCUITS, BURY CONDUIT 24" BELOW GRADE, MINIMUM. COORDINATE EXACT LOCATIONS OF SITE FEATURES AND CONDUIT WITH OTHER TRADES PRIOR TO INSTALLATION.
8. **NOTE THAT EXTERIOR LIGHTING ZONE IS DEFINED AS ZONE 3 PER TABLE C405.6.2(1) OF THE 2023 EDITION OF THE FLORIDA ENERGY CODE.**
9. REPAIR ANY DAMAGE TO EXISTING PAVEMENT, CONCRETE DRIVES, SIDEWALKS, CURBS, GRASS, ETC. AND RETURN SURROUNDING AREA TO ORIGINAL CONDITIONS.
10. **ALL EXTERIOR LIGHTING FIXTURES SHALL BE CONTROLLED VIA PHOTOCCELL WITH DIMMING PER THE 2023 FLORIDA ENERGY CODE.**
11. ALL TREES SHALL BE PRUNED AND SERVICED THROUGHOUT THEIR LIFETIME TO MAINTAIN THE RECOMMENDED ILLUMINATION LEVELS AS DEFINED BY THE IES. NOTE THAT CALCULATIONS WILL BE PERFORMED FOR THE PHASE THREE PARKING AREA (SEE CIVIL PHASING PLAN) IN CONJUNCTION WITH THE DESIGN OF THE PHASE THREE PARKING LOT LIGHTING (BY OTHERS). ALL FUTURE LOCATIONS OF FIXTURES SHOWN ARE PRELIMINARY AND TENTATIVE.
12. PROVIDE FIRE SPRINKLER TAMPER SWITCH AT FIRE SPRINKLER BACKFLOW PREVENTER (NOT SHOWN). SEE CIVIL DRAWINGS FOR LOCATION.
13. COORDINATE POWER REQUIREMENTS FOR ANY SUPPLEMENTARY LIFT STATIONS OR IRRIGATION CONTROLLERS NOT SHOWN IN THESE DRAWING. NOTIFY ENGINEER OF ANY DISCREPANCIES. SEE CIVIL DRAWINGS FOR MORE INFORMATION.

① NEW 208Y/120V, THREE PHASE, FOUR WIRE, DELTA-WYE, PAD-MOUNTED TRANSFORMER (SIZE AND EXACT LOCATION TO BE DETERMINED BY BEACHES ENERGY). ALL WORK SHALL BE DONE IN ACCORDANCE WITH BEACHES ENERGY PROCEDURE TITLED: "PAD-MOUNTED TRANSFORMERS", LATEST EDITION. PER THIS PROCEDURE, BEACHES ENERGY WILL FURNISH THE TRANSFORMER AND CONCRETE PAD. THE CONTRACTOR SHALL PLACE THE PAD AND PROVIDE A BURIED GROUND ROD AND GROUND ELECTRODE CONDUCTOR WHICH SHALL TERMINATE IN THE TRANSFORMER'S PRIMARY COMPARTMENT (PROVIDE 4' TAIL). SEE BEACHES ENERGY RULES AND REGULATIONS FOR SIZE OF PAD, GROUND ROD, AND GROUND ELECTRODE CONDUCTOR. CONFIRM THAT TRANSFORMER LOCATION IS ABOVE 100 YEAR FLOODPLAIN. ENSURE THAT FRONT OF TRANSFORMER FACES THE PARKING LOT AND THAT THE PAD IS WITHIN 10' OF BACKSIDE OF PARKING LOT CURB. PROVIDE PEDESTAL (NOT SHOWN) FOR CT METER PER BEACHES ENERGY STANDARDS.

② COORDINATE WITH GENERAL CONTRACTOR TO PROVIDE CONCRETE BOLLARDS FOR TRANSFORMER PER UTILITY STANDARDS AND DETAIL 4 ON SHEET E501 (TYP OF 2).

③ PROVIDE NEW POLE MOUNTED LED FIXTURE. SEE POLE FOUNDATION DETAIL 5 ON SHEET E501 (TYP.).

④ EXTERIOR SIGN. PROVIDE FLOODLIGHTS PER DETAIL 6, SHEET E501.

⑤ LOCATE PHOTOCCELL ON ROOF FACING NORTH. SEE DETAIL 2 ON SHEET E501.



**Ex G) CERTIFICATE OF CONCURRENCY AND
TRAFFIC ANALYSIS**



City of Neptune Beach
Certificate of Concurrency

July 14, 2025

Project Name: 1112 THIRD STREET, LLC Office Building

Project Address: 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000)

Project Description: 28,000 square foot office building with related uses

The proposed development is not exempt from concurrency requirements. An assessment of project-related impacts and an assessment of public potable water, sanitary sewer, and transportation capacity has been conducted. Based on this assessment, there is available capacity for all public facilities for project-related impacts in accordance with Land Development Code Chapter 27: Article VI Section 27-352, "Criteria for satisfaction of concurrency requirements". The facilities needed to meet the adopted level of service standards are in place at the time a development order is issued. If a development fails to commence in good faith within one (1) year from the date the development order is issued, the concurrency certificate shall be null and void.

Heather Whitmore, AICP, PTP
Community Development Director
City of Neptune Beach
Community Development Department
116 1st Street
Neptune Beach, FL 32266

General Office Building (710)

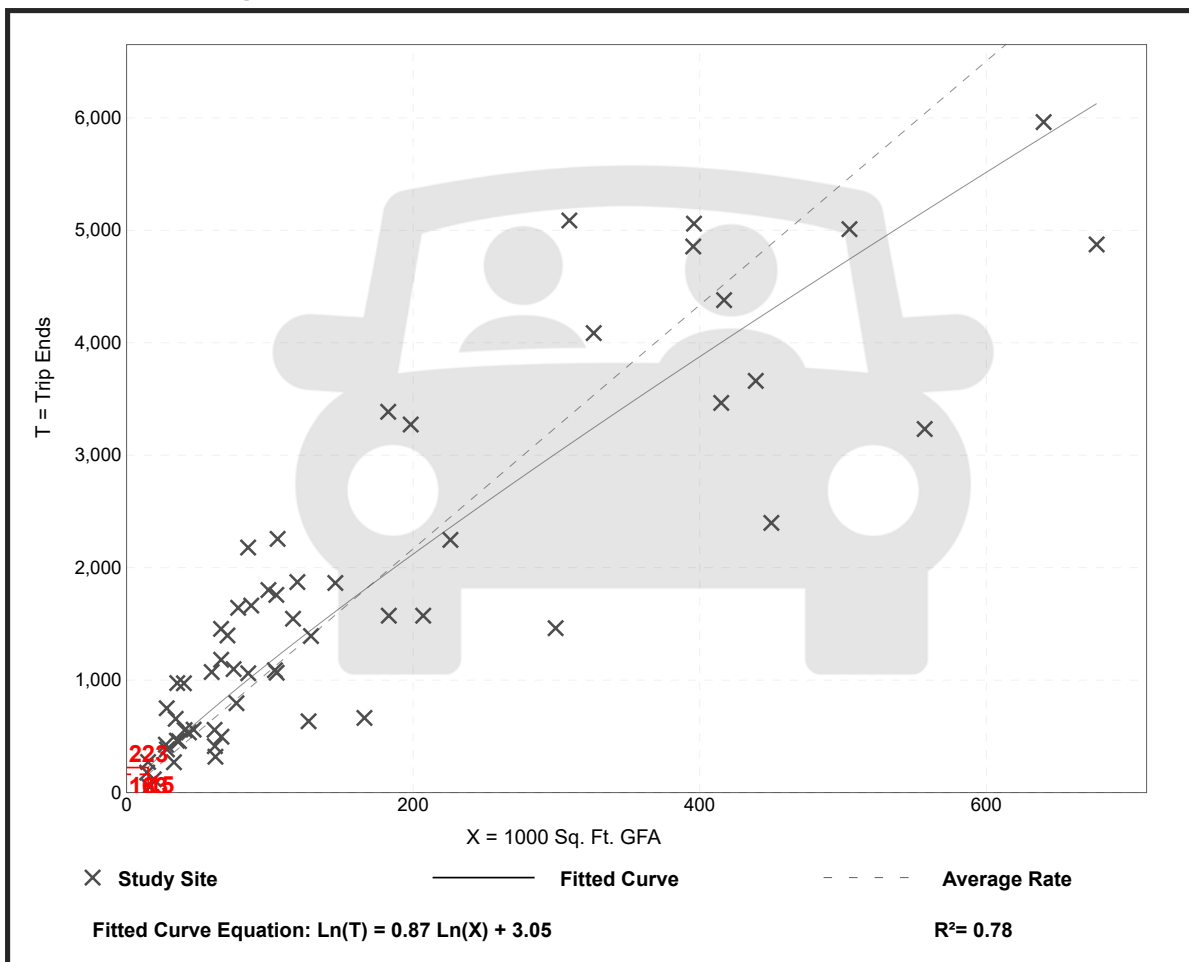
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



General Office Building (710)

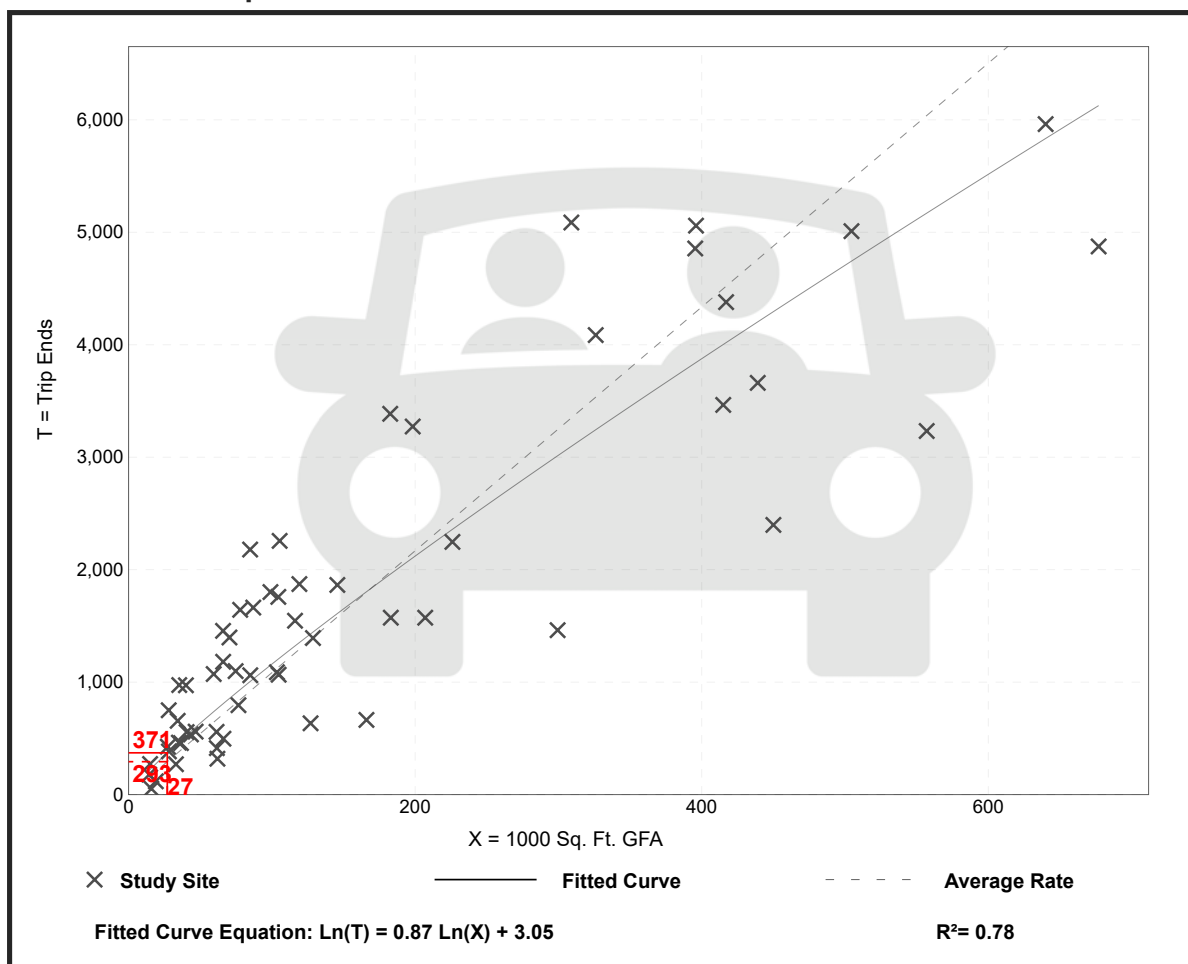
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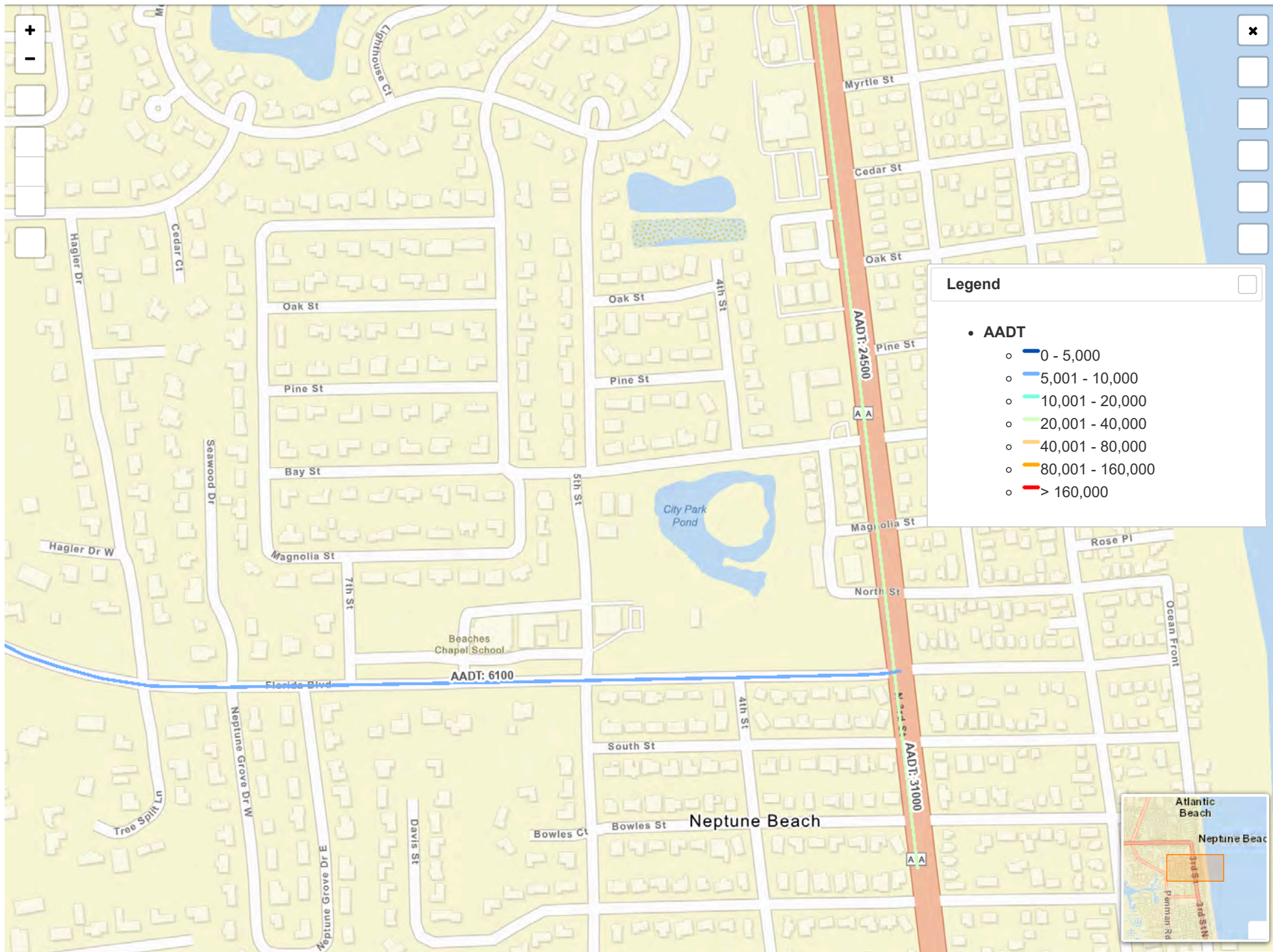


TABLE 1

Generalized **Annual Average Daily** Volumes for Florida's
Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS						FREEWAYS					
Class I (40 mph or higher posted speed limit)						Core Urbanized					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	16,800	17,700	**	4	47,600	66,400	83,200	87,300	
4	Divided	*	37,900	39,800	**	6	70,100	97,800	123,600	131,200	
6	Divided	*	58,400	59,900	**	8	92,200	128,900	164,200	174,700	
8	Divided	*	78,800	80,100	**	10	115,300	158,900	203,600	218,600	
						12	136,500	192,400	246,200	272,900	
Class II (35 mph or slower posted speed limit)						Urbanized					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	7,300	14,800	15,600	4	45,900	62,700	75,600	85,400	
4	Divided	*	14,500	32,400	33,800	6	68,900	93,900	113,600	128,100	
6	Divided	*	23,300	50,000	50,900	8	91,900	125,200	151,300	170,900	
8	Divided	*	32,000	67,300	68,100	10	115,000	156,800	189,300	213,600	
Non-State Signalized Roadway Adjustments						Freeway Adjustments					
(Alter corresponding state volumes by the indicated percent.)						Auxiliary Lanes Ramp					
Non-State Signalized Roadways - 10%						Present in Both Directions Metering					
						+ 20,000 + 5%					
Median & Turn Lane Adjustments						UNINTERRUPTED FLOW HIGHWAYS					
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors		Lanes	Median	B	C	D	E
2	Divided	Yes	No	+5%		2	Undivided	11,700	18,000	24,200	32,600
2	Undivided	No	No	-20%		4	Divided	36,300	52,600	66,200	75,300
Multi	Undivided	Yes	No	-5%		6	Divided	54,600	78,800	99,400	113,100
Multi	Undivided	No	No	-25%							
—	—	—	Yes	+ 5%							
One-Way Facility Adjustment						Uninterrupted Flow Highway Adjustments					
Multiply the corresponding two-directional volumes in this table by 0.6						Lanes	Median	Exclusive left lanes	Adjustment factors		
						2	Divided	Yes	+5%		
						Multi	Undivided	Yes	-5%		
						Multi	Undivided	No	-25%		
BICYCLE MODE ²						¹ Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.					
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)											
Paved Shoulder/Bicycle											
Lane Coverage	B	C	D	E		² Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.					
0-49%	*	2,900	7,600	19,700							
50-84%	2,100	6,700	19,700	>19,700							
85-100%	9,300	19,700	>19,700	**		³ Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.					
PEDESTRIAN MODE²											
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						* Cannot be achieved using table input value defaults.					
Sidewalk Coverage	B	C	D	E							
0-49%	*	*	2,800	9,500							
50-84%	*	1,600	8,700	15,800		** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.					
85-100%	3,800	10,700	17,400	>19,700							
BUS MODE (Scheduled Fixed Route) ³						Source: Florida Department of Transportation Systems Implementation Office https://www.fdot.gov/planning/systems/					
(Buses in peak hour in peak direction)											
Sidewalk Coverage	B	C	D	E							
0-84%	> 5	≥ 4	≥ 3	≥ 2							
85-100%	> 4	≥ 3	≥ 2	≥ 1							

**Ex H) WATER AND SEWER SERVICE AVAILABILITY
LETTER**



City of Neptune Beach Public Works
2010 Forest Avenue
Neptune Beach, Florida 32266

April 2, 2025

W. Earl Means, P.E.
Means Engineering Inc.
1414 Kingsley Avenue, Suite 3
Orange Park, FL 32073

RE: Water and Sewer Availability
Proposed Redevelopment of 1112 3rd Street
Neptune Beach, FL 32266

Dear Mr. Means

We have reviewed your letter of March 4, 2025, regarding the proposed redevelopment of the referenced property including the water and sewer demand projections. The demand projections are restated below:

Using F.A.C. 62-6.008 (formerly 64E-6), the proposed development is estimated to have water and sewer demands as follows:

Proposed Building: 27,346 sf at 15 gpd / 100 sf: **4,102 gpd**

The existing site is estimated to require capacity as follows:

Existing office buildings: 10,088 sf at 15gpd/100sf: 1,513 gpd

Single family residence: 250 gpd

Total existing flow: 1,763 gpd

The net increase in demand of 2,339 gallons per day is available subject to the following conditions:

- Potable water loop – Extend the existing 4" service to the single-family home along Magnolia Street and connect with the existing 6" main. Provide an easement to the city within the project's 10' buffer along 3rd Street outside of FDOT ROW for the new 4" main.
- Water metering - Locate the new master meter and any irrigation meters for the proposed office complex within grass or landscaped areas, providing easements as necessary. The city will be responsible for existing meter removal and service termination.
- Wastewater – Point of connection is the existing manhole.

As previously discussed, please coordinate fire flow testing with city staff.

Mr. Means, P.E.

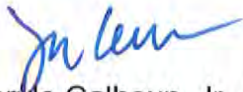
April 2, 2025

Page 2

Qualification: This response regarding the current availability of water and wastewater service does not represent City of Neptune Beach's commitment for or reservation of water or sewer service or capacity, and this availability determination will expire in one year. This statement of availability shall create no vested rights in the Owner/Developer and shall not be construed as a guarantee of water or wastewater service. We will evaluate all proposed water and wastewater system demands and improvements when the proposed redevelopment plans are submitted to the City for review. Commitment to serve is made only upon the City of Neptune Beach's approval of your application for final development orders and receipt of payment of all applicable fees.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deryle Calhoun, Jr.", is positioned above the printed name.

Deryle Calhoun, Jr., P.E.
Director Public Works
City of Neptune Beach, Florida

**Ex I) ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT ENVIRONMENTAL RESOURCE
PERMIT EXEMPTION LETTER**



St. Johns River Water Management District

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

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • www.sjrwmd.com

July 1, 2025

Marc Hassan
1112 Third Street, LLC
9803 Old St Augustine Rd, Ste 1
Jacksonville, FL 32257-8845
Sent via email: mhassan@spectrumrealtyco.com

Re: 1112 Third Street Commercial
PDEX: 237828-1
(Please reference the PDEX number on all correspondence.)

Dear Mr. Marc Hassan:

On June 20, 2025 the St. Johns River Water Management District received your application, construction plans, and determination fee requesting an exemption verification for the above referenced project. Based on this submittal, the proposed project involves redeveloping to a reduced impervious coverage, a 0.99-acre project area situated at 112 Third Street, Neptune Beach.

Pursuant to Section 373.406(6). F.S., an Environmental Resource Permit is not required since the project meets the exemption requirements.

Please be advised that this determination only applies to the District and does not relieve you from the permitting requirements of other agencies.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact the District at (904) 730-6259 or by email at PAlexandre@sjrwmd.com.

Sincerely,

Pierre Alexandre
Engineer IV
Division of Regulatory Services

CC: Regulatory File
Tripp Means
Means Engineering, Inc

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bourmique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Cole Oliver, TREASURER
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

**Ex J) SIGNED DEVELOPMENT AGREEMENT WITH
CITY OF NEPTUNE BEACH (INCLUDING
SHARED PARKING AGREEMENT)**

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Jason R. Gabriel, Esq.
Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202

**DEVELOPMENT AGREEMENT
PARKSIDE OFFICE COMPLEX**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this 4th day of August, 2025, by the **CITY OF NEPTUNE BEACH**, a political subdivision of the State of Florida (“**City**”), and **1112 THIRD STREET, LLC**, a Florida limited liability company (“**Developer**”)(collectively, the “**Parties**”).

RECITALS

- A. Developer is the owner of real property located at 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000), and described in **Exhibit A** (collectively, the “**Property**”). The Property is currently developed with single family and office uses in three separate structures.
- B. City is the owner of: i) Magnolia Street, a one hundred foot right of way immediately adjacent to the Property to the north; ii) public park property improved with sports fields adjacent to the Property to the south across North Street (inclusive of lands located at 301 Florida Boulevard, Neptune Beach, Florida (RE Parcel 173115-0000)); and iii) Jarboe Park immediately adjacent to the Property to the west (inclusive of lands located at 301 Florida Boulevard, Neptune Beach, Florida (RE Parcel 173115-0000)).
- C. A utility easement currently benefitting the City encumbers that portion of the western side of the Property described in **Exhibit B** (the “**Utility Easement**”).
- D. Developer intends to redevelop the Property with approximately 28,000 square feet of office and related uses (the “**Intended Use**”) in accordance with the conceptual Master Plan attached as **Exhibit C**.
- E. City supports the redevelopment of the Property with the Intended Use, and in furtherance thereof, agrees to do the following:
 - 1. Vacate and convey to Developer fee simple title to that portion of Magnolia Street titled the Magnolia Street Parcel described in **Exhibit D** for incorporation into the Intended Use, subject to the terms of the Agreement for Exchange of Real Property attached hereto as **Exhibit I** (“**Land Swap Agreement**”);
 - 2. Apply for and cause all applicable permits and approvals to be issued for the construction and improvement of the following: (i) a portion of City property located adjacent to Magnolia Street with seven (7) parking spaces, including one (1) ADA parking space; (ii) a portion of City property located adjacent to North Street with thirteen (13) parking spaces, and (iii) the segments of both Magnolia Street and North Street right-of-ways that are adjacent to the Parking Areas, from the entrance at 3rd Street (Jimmy Buffett Memorial Highway) just east of the Property, to their respective termini at the City property just to the west where the Neptune Beach Public Parks are located, all as more fully illustrated in the Master Plan attached hereto as **Exhibit C**;

3. Enter into an easement agreement with terms acceptable to Developer authorizing the current overland discharge of stormwater from the Property to be converted to a subsurface discharge to allow for Developer to tie into the stormwater basin via piping (for the benefit of the Intended Use) and allow for its discharge into the existing stormwater conveyance in Jarboe Park ("Stormwater Easement") as generally depicted in the stormwater plan attached hereto as **Exhibit F**;
 4. Accept fee simple title to that portion of the Property titled the North Street Parcel described in **Exhibit E** to allow for an enlarged right-of-way and better accessibility within North Street, and for the repaving and improvement of certain parking spaces adjacent thereto, on City Property, that will serve, in addition to the Property, that general public area, which includes abutting public park sports amenities immediately adjacent to the south and to the west, and to apply for and cause all applicable permits and approvals for the construction and/or improvement of a portion of North Street and thirteen (13) parking spaces in and near the enlarged North Street right of way, and a related segment of North Street from the entrance at 3rd Street to its terminus at the City property just to the west where the Neptune Beach Public Parks are located, with details regarding this and other parking arrangements between City and Developer set forth in further detail through that certain Shared Parking Agreement attached as **Exhibit G** ("Shared Parking Agreement");
 5. Abandon, extinguish and terminate in its entirety the Utility Easement to allow for that portion of land to be incorporated into the Intended Use by Developer, as set forth in further detail by the Termination of Utility Easement instrument attached as **Exhibit H** ("Termination of Utility Easement");
 6. Support and process Developer's application for a special exception to allow for the approval of the parking needs of the Intended Use to be met, in part, by the shared use of the thirteen (13) parking spaces to be created on and near North Street and the seven (7) parking spaces (including one (1) ADA parking space) to be created on and near Magnolia Street (as those parking areas are depicted in the Master Plan attached hereto as **Exhibit C**;
 7. Support and process any replat of North Street and/or Magnolia Street that may be required in connection with the provisions herein;
 8. Support and process Developer's application for a variance to allow for the approval to exceed the building setback of twenty-five (25) feet from 3rd Street on the Property's eastern boundary;
 9. Provide the concurrency rights that accommodate and serve at least 28,000 square feet of office and related use impacts to address the needs of the Intended Use; and
 10. Provide 4,102 gallons per day of water and wastewater capacity to accommodate and serve the Intended Use.
- F. In furtherance of the redevelopment of the Property with the Intended Use, Developer agrees to do the following:
1. Convey fee simple title to City to that portion of the Property titled the North Street Parcel described in **Exhibit E**, subject to the terms of the Land Swap Agreement;

2. Design and construct the following parking, at its expense: (i) a portion of City property located just south of North Street as depicted in the Master Plan as the "North Street Parking Area" attached hereto as **Exhibit C**; and (ii) a portion of the City property located just north of Magnolia Street as depicted in the Master Plan as the "Magnolia Street Parking Area" attached hereto as **Exhibit C**. After installation, the City shall be responsible for the ongoing maintenance and repair of said parking areas as more fully set forth in the Shared Parking Agreement.
3. Replat at its expense North Street and/or Magnolia Street, if required by City law;
- G. The Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes (the "**Act**"), authorizes a local government to enter into a development agreement with a developer to provide assurances to a developer that upon receipt of a development permit a developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, in order to strengthen the public planning process, to encourage sound capital improvement planning and financing, to assist in assuring there are adequate capital facilities for a development, to encourage the private participation in comprehensive planning, and to reduce the economic costs of development.
- H. The Act authorizes agreements for up to thirty (30) years, which can be extended by mutual consent of the parties, subject to the public hearing requirements in accordance with Section 163.3225, Florida Statutes.
- I. A development agreement adopted pursuant to the Act encourages a stronger commitment to comprehensive and capital facilities planning, ensures the provision of adequate public facilities for development, encourages the efficient use of resources and reduces the economic costs of development.
- J. The City finds that the Intended Use is consistent with its land development regulations and 2046 Comprehensive Plan.
- K. The City finds that it is in the best interest of the public to enter into this Agreement with Developer to memorialize their respective agreements with respect to the development of the Intended Use and the conveyance and development of property benefitting existing public infrastructure.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the date of the execution of this Agreement and, unless terminated by Developer or the City as hereinafter provided or renewed

by the parties, shall expire and terminate on the thirtieth (30th) anniversary of the date of the execution of this Agreement.

3. **Approved Master Plan.** The Parties approve the site plan attached hereto as **Exhibit C** for the development of the Property with the Intended Use (the “**Master Plan**”). The Master Plan includes those certain facilities, amenities and improvements that the parties mutually anticipate will be constructed and the general location thereof. The Master Plan can be modified by agreement of both parties as development proceeds.

4. **Termination of the Utility Easement.** City agrees to terminate, extinguish, and forever release the Utility Easement in the form of the document attached hereto as **Exhibit H**.

5. **Grant of Stormwater Easement.** City agrees to execute a stormwater drainage easement mutually acceptable to the Parties allowing for the current overland discharge of stormwater from the Property to be converted to a subsurface discharge to allow for Developer to tie into the stormwater basin via piping (for the benefit of the Intended Use) and allow for its discharge into the existing stormwater conveyance in Jarboe Park (“Stormwater Easement”) as generally depicted in the stormwater plan attached hereto as **Exhibit F**.

6. **Land Swap – North Street Parcel.** Developer agrees to convey to City fee title to the portion of the Property titled the North Street Parcel, as described in **Exhibit E**. City agrees to incorporate said property into the existing North Street right of way for surface parking, and to apply for and cause to be approved, all applicable permitting for same. Developer agrees to design and construct at its expense the permitted parking improvements. After installation of the parking improvements, City shall be responsible for all ongoing maintenance and repair of said parking areas (and all associated City right-of-way areas that were improved by Developer) at its sole cost and expense. Upon completion of construction, City agrees to allow Developer the shared use of

up to thirteen (13) of the new parking spaces for the Intended Use, subject to the terms of the Land Swap Agreement. Developer agrees at its expense to replat the redesigned North Street right of way, if replatting is required by City law.

7. **Land Swap – Magnolia Street Parcel.** City agrees to convey to Developer fee simple title to the portion of Magnolia Street titled Magnolia Street Parcel as more specifically described in **Exhibit D** for incorporation into the Property for the Intended Use, subject to the terms of the Land Swap Agreement. Developer agrees at its expense to replat the remainder of the Magnolia Street right of way if required by City law, and at its expense to design and construct seven (7) parking spaces, including one (1) ADA parking space, in the remainder of the Magnolia Street right of way. After installation of the parking improvements, City shall be responsible for all ongoing maintenance and repair of said parking areas (and all associated City right-of-way areas that were improved by Developer) at its sole cost and expense. City agrees to apply for and cause to be approved, all applicable permitting for the Magnolia Street improvements. Upon completion of construction, City agrees to allow Developer the shared use of the seven (7) parking spaces for the Intended Use.

8. **Applications for Relief from Land Development Regulations.** In connection with the redevelopment of the Property for the Intended Use, Developer intends to apply to City for a special exception to allow the shared use by Developer of the thirteen (13) North Street parking spaces and the seven (7) Magnolia Street parking spaces to satisfy the minimum required parking to serve the Intended Use. In addition, Developer intends to apply to City for a variance to exceed the building setback of twenty-five (25) feet from 3rd Street on the Property's eastern boundary. City agrees to process and support Developer's special exception and variance applications.

9. **Reservation of Water and Wastewater Capacity.** City agrees to provide 4,102 gallons per day of water and wastewater capacity to serve the Intended Use.

10. **Permitting and authorizations.** City agrees to timely process all applications, permits, and authorizations submitted by or on behalf of Developer in a reasonable manner, consistent with all applicable federal, state and local laws.

11. **Fees and Costs.** The Developer shall pay all fees required by any ordinance of general application in effect at the time of approval of any development orders and development permits, including impact fees, proportionate share mitigation, fair share, dedications, and exactions imposed on new construction subject to the terms of any impact fee or infrastructure related agreement entered into between the Developer and the City. Nothing herein shall exempt the Developer from paying any assessments due pursuant to any property instituted Municipal Services Taxing Unit, Municipal Services Benefit Unit, or under any participating paving project.

12. **Binding Effect.** This Agreement shall run with the Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors in interest, grantees and assigns of all parties to this Agreement.

13. **Governing Law.** This Agreement, and the rights and obligations of the County and Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Exclusive venue to construe or enforce this Agreement shall be in the circuit court of and for Duval County, Florida.

14. **Severability.** If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other

persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

15. **Default and Remedies.**

a. **Event of Default.** It shall be an event of default hereunder if either party fails to perform its obligations hereunder or fails to abide by any of its promises and covenants hereunder.

b. **Notice, Cure.** No event of default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of sixty (60) days after such notice as determined by the non-defaulting party.

c. **Remedies.**

i. **Mediation.** Should either party assert an event of default which remains uncured for more than sixty (60) days, the parties will attempt in good faith to resolve by mediation any controversy or claim arising out of or relating to such event of default prior to commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected, unless the parties both agree to an extended mediation time period.

ii. **Litigation.** If the parties are unable to resolve the controversy or claim through mediation, each party shall have the right to pursue all available remedies

at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.

16. **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intentions to cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

17. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

City:

With a copy to: Paul Waters
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789
paul@voselaw.com

Developer: Marc Hassan
1112 Third Street, LLC
9803 Old St. Augustine Road
Suite 1
Jacksonville, FL 32257

With a copy to: Jason Gabriel, Esq.

Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202
jgabriel@burr.com

18. **Authority.** This Agreement is being entered into pursuant to authority provided in Sections 163.3220 - .3243, Florida Statutes, otherwise known as the Florida Local Government Development Agreement Act (“Act”). Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, and that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be.

19. **Effective Date.** This Agreement shall become effective upon execution by all parties.

20. **Joint Preparation and Interpretation.** Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one of the parties than the other.

21. **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

22. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

23. **Amendment.** This Agreement may be amended by mutual consent of the parties so long as the amendment is in writing, signed by all parties and it meets the requirements of the Act.

24. **Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, extend, limit or aid in the interpretation or meaning of this Agreement.

25. **Advertising and Recording.** Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes. Within fourteen (14) days after the execution of this Agreement by the parties, Developer and the City shall record a Memorandum of Agreement in the Public Records of Duval County, Florida memorializing certain terms hereof, the cost of which recording shall be Developer's responsibility.

26. **Benefits to City.** The City hereby acknowledges and agrees that this Agreement substantially benefits the City in carrying out its Comprehensive Plan objectives and its Capital Improvements Program to provide certainty in planning and scheduling public park, recreation facilities and open space improvements to meet the recreational needs of the County residents and visitors.

Passed and Duly adopted by the City Council of the City of Neptune Beach, Florida this
4th day of August, 2025.

[Signatures on following page]

CITY OF NEPTUNE BEACH

By: Colleen A. Byland
Dated: 08/04/2025

1112 THIRD STREET, LLC.

By: _____

Dated: _____

EXHIBIT A

PROPERTY

LOTS 2, 3, 4, 5, 6, 7 & 8, BLOCK 1, NEPTUNE GARDENS,
ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16,
PAGES(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL
COUNTY, FLORIDA. TOGETHER WITH THE APPURTENANT PORTION
OF THE EAST 1/2 OF THE CLOSED PART OF "PARK DRIVE"
LYING WESTERLY OF BLOCK 1 AND ADJACENT THERETO. ALSO,
TOGETHER WITH THE WEST 1/2 OF THE CLSOED PORTION OF
"PARK DRIVE", RUNNING NORTH AND SOUTH BETWEEN THE
SOUTHERLY RIGHT OF WAY LINE OF MAGNOLIA STREET AND THE
NORTHERLY RIGHT OF WAY LINE OF NORTH STREET.

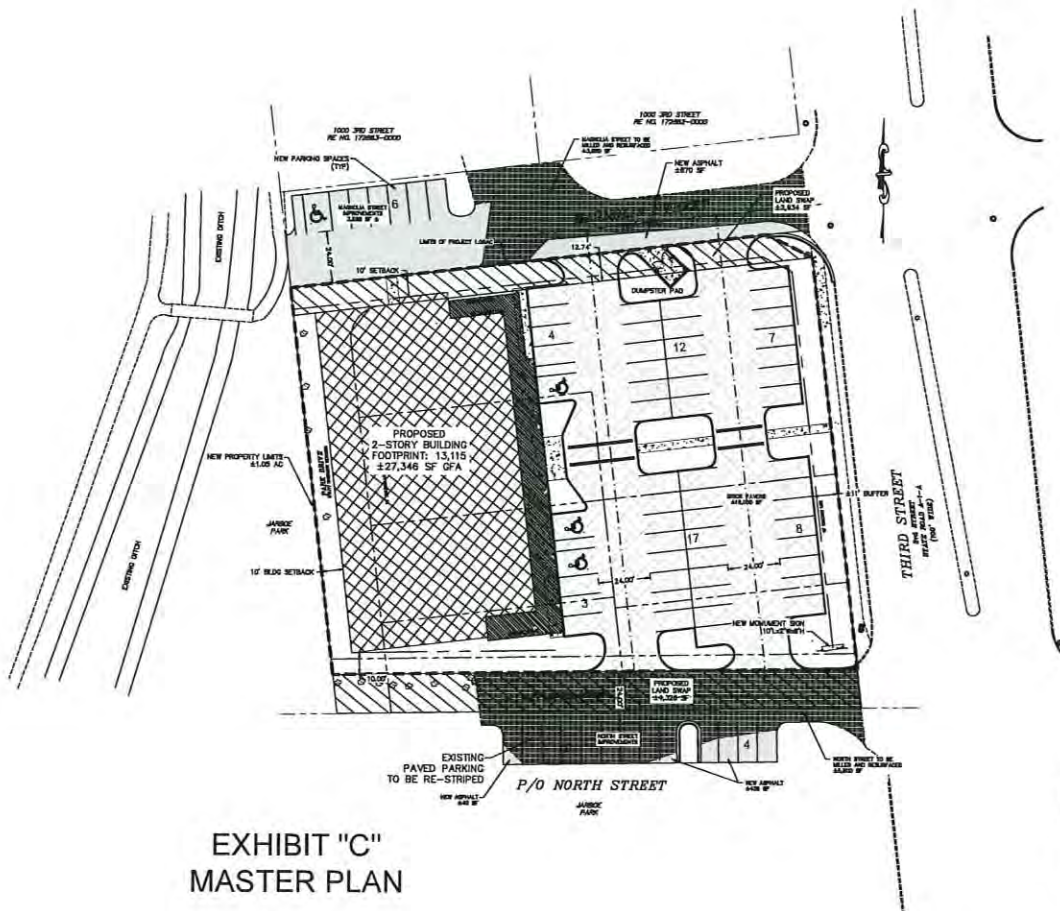
EXHIBIT B

UTILITY EASEMENT

A UTILITY EASEMENT FOR THE CITY OF NEPTUNE BEACH BEING ALSO A PORTION OF LOTS 5, 6, 7 AND 8, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 1 OF THE AFORESAID PLAT, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 108.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06° 28' 52" EAST, A DISTANCE OF 186.81 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 23.68 FEET, THENCE NORTH 06° 42' 15" WEST, A DISTANCE OF 184.58 FEET, THENCE NORTH 83° 45' 53" EAST, A DISTANCE OF 24.28 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
MASTER PLAN



SITE DATA

1112 THIRD STREET COMMERCIAL BUILDING
OWNER: 1112 THIRD STREET LLC
DESIGNER: MEANS ENGINEERING, INC.
ARCHITECT: SCALISE LAND SURVEYING
LANDSCAPE ARCHITECT: PETERSON LANDSCAPE ARCHITECTURE
TOTAL PROJECT AREA: 1.00 ACRES
PROPERTY ID NO.: 172863-0000, 172863-0000
FLOOD ZONE: AE (PANEL 12031 0548E)
UTILITIES: WATER/SEWER CITY OF NEPTUNE BEACH
ELECTRICAL: REACHED ENERGY SERVICES

PROPOSED PAVING
EXISTING: C-1
PROPOSED: C-1

PROPOSED LAND USE
EXISTING: VALUABLE COMMUNITY CORRIDOR
PROPOSED: VALUABLE COMMUNITY CORRIDOR

REQUIRED PAVING
COMMERCIAL 1 SPACE PER 400 SF
PROPOSED BUILDING: 27,346 SF
TOTAL SPACES REQUIRED: 68

EXISTING PAVING
ON-SITE SPACES: 24 (INCLUDES 3 HES)
IMPROVED NORTH STREET SPACES: 12
IMPROVED MARSHALL STREET SPACES: 2 (INCLUDES 1 HES)
TOTAL SPACES PROVIDED: 36

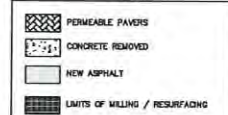
THE DEVELOPED IMPERVIOUS AREA: 0.74ac (71%)
PORT DEVELOPED IMPERVIOUS AREA: 0.73ac (69%)

LANDSCAPED AREAS
TOTAL SITE LANDSCAPING: 13,115 SF (100%)
VAL. LANDSCAPED AREA: 13,115 SF (100%)

DISCHARGE NOTE: IMPERVIOUS AREA ON THE PROPOSED DEVELOPMENT WILL NOT EXCEED PRE-EXISTING. THERE IS NO PLANNED ON-SITE STORMWATER RETENTION PROPOSED. A DE WAREHOUSE OCCUPATION HAS BEEN APPROVED BY THE CUPALD.

ALL ON-SITE STORMWATER MANAGEMENT WILL COMPLY WITH CITY OF NEPTUNE BEACH DRAINAGE.

LEGEND



PRINTED 7/16/25



1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN NEPTUNE BEACH, FL

MASTER SITE PLAN

MEANS Engineering, Inc.

CIVIL ENGINEERS & LAND PLANNERS
ENVIRONMENTAL SERVICES

144 RINGBERRY AVE. SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

PROJECT DATE:	6/16/25
SCALE:	1"=50'
DRAWN BY:	ME
CHECKED BY:	ME
DESIGNED BY:	ME
APPROVED BY:	
DATE:	
BY:	ME
DATE:	
COPY DATE:	
SHEET:	200

EXHIBIT D

MAGNOLIA STREET PARCEL

LAND EXCHANGE PORTION

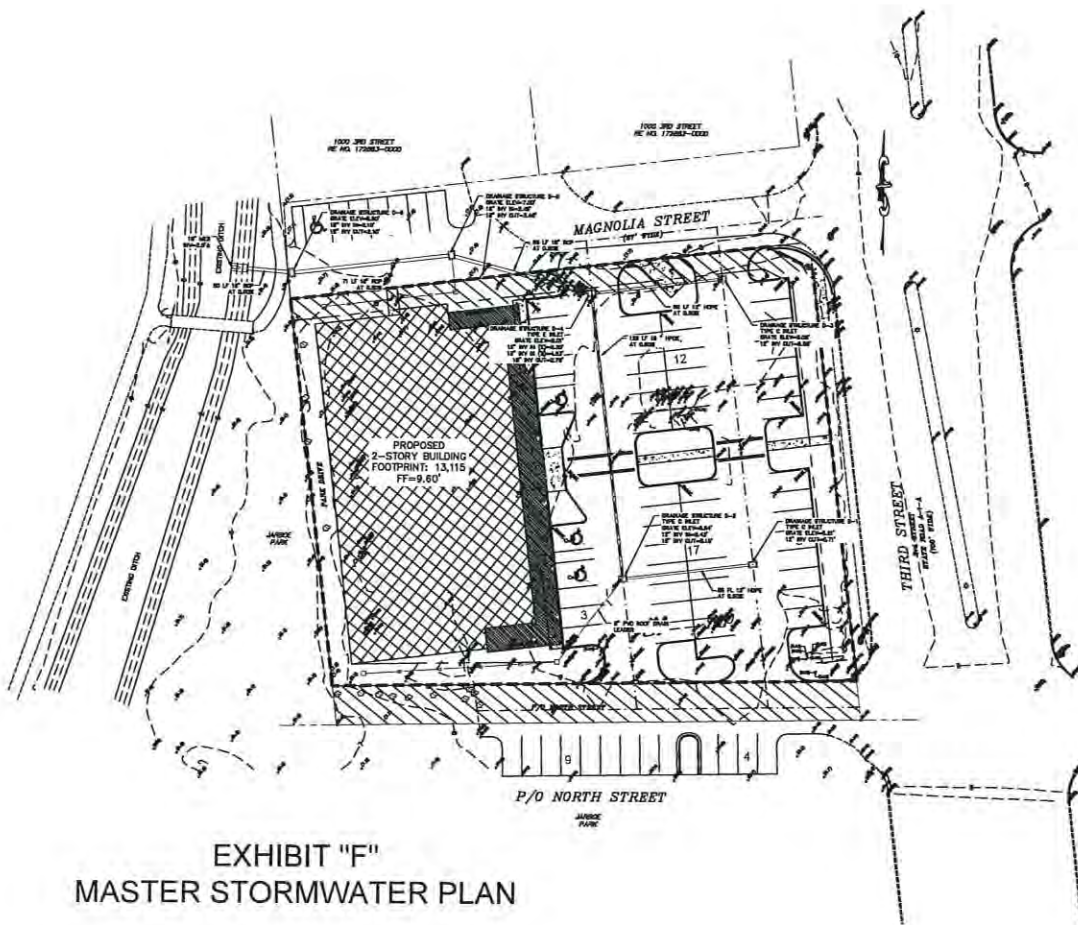
A PART OF THE SOUTHERLY RIGHT OF WAY OF MAGNOLIA STREET (HAVING A 57 FOOT RIGHT OF WAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE NORTH EASTERLY CORNER OF LOT 1 BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THENCE NORTH 63° 09' 34" WEST, A DISTANCE OF 23.35 FEET, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 220.68 FEET, THENCE SOUTH 06° 14' 07" EAST, A DISTANCE OF 12.74 FEET, THENCE NORTH 83° 45' 53" EAST A DISTANCE OF 240.24 TO THE POINT OF BEGINNING.

EXHIBIT E
NORTH STREET PARCEL
LAND EXCHANGE PORTION

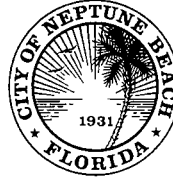
A PORTION OF LOTS 4 & 5, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH EAST CORNER OF AFORESAID LOT 4, THENCE NORTH 06° 35' 23" WEST, A DISTANCE OF 18.00 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 241.12 FEET, THENCE SOUTH 06° 42' 15" EAST, A DISTANCE OF 18.00 FEET, THENCE NORTH 89° 10' 40" EAST, A DISTANCE OF 241.09 FEET TO THE POINT OF BEGINNING

EXHIBIT F
STORMWATER PLAN



MEANS Engineering, Inc. CIVIL ENGINEERS • LAND PLANNERS ENVIRONMENTAL SERVICES 144 DINGLEY AVE. SUITE 3 • ORANGE PARK, FL 32073 • (904) 284-0802		1112 THIRD STREET COMMERCIAL FOR: MARC HASSAN NEPTUNE BEACH, FL MASTER STORMWATER PLAN	
PROJECT DATE:	8/26/25	DATE:	8/26/25
DRAWN BY:	ME	CHECKED BY:	ME
DESIGNED BY:	ME	APPROVED BY:	ME
DATE:	8/26/25	DATE:	8/26/25
BY:	ME	DATE:	8/26/25
FOR:	MARC HASSAN	DATE:	8/26/25
COPY DATE:	8/26/25	DATE:	8/26/25
SHEET 400		OF 400	



**MINUTES
COMMUNITY DEVELOPMENT BOARD
AUGUST 13, 2025, 6:00 P.M.
COUNCIL CHAMBERS
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held in person on Wednesday August 13, 2025, at 6:00 p.m. in the Council Chambers.

Attendance Board members were in attendance:

Greg Schwartzenberger, Chair
Rene Atayan, Vice-Chair
Tony Mazzola, Member
Lynda Padrta, Member
William Hilton, Member
Hillary Weatherhead, Member
Charles Miller, Member

The following staff members were present:
Heather Whitmore, Community Development Director
Paul Waters, City Attorney
Piper Turner, Code Compliance Supervisor
Dallas Alvarez, Administrative Assistant

Coral Messina and Jeff DeAngelis, Alternate Members, were in attendance. Kathy Lahr-David was not present.

Call to Order & Roll Call Chair Schwartzenberger called the meeting to order at 6:00 p.m.

Pledge Pledge of Allegiance.

Minutes Approval of Minutes for the May 14, 2025 meeting.

Made by Miller, seconded by Padrta

MOTION: TO APPROVE MAY 14, 2025 MINUTES, AS SUBMITTED.

Roll Call Vote:

Ayes: - Weatherhead, Mazzola, Miller, Padrta, Hilton, Atayan & Schwartzenberger
Noes: 0

MOTION CARRIED

Election Election of Chair and Vice-Chair for a period of one year.

Made by Atayan, seconded by Mazzola.

MOTION: TO ELECT MR. SCHWARTZENBERGER AS CHAIR FOR ONE YEAR.

Roll Call Vote:

Ayes: 7- Weatherhead, Mazzola, Miller, Padrta, Hilton, Atayan & Schwartzenberger
Noes: 0

MOTION CARRIED

Made by Schwartzenger, seconded by Weatherhead.

MOTION: TO ELECT MRS. ATAYAN AS VICE-CHAIR FOR ONE YEAR.

Roll Call Vote:

Ayes: 7-Weatherhead, Mazzola, Miller, Padrta, Hilton, Atayan & Schwartzenger

Noes: 0

MOTION CARRIED

Swearing In

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

Ex Parte

Mr. Miller stated he had spoken with the applicant about the project.

**V25-05
Application for
Variance
for front yard
setback**

V25-05: Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150-foot front yard maximum setback in lieu of the required 25-foot yard maximum setback. The property is in the C-1 zoning district.

**SE25-01
Special
Exception for
off-site parking**

SE25-01: Application for Special Exception as outlined in Chapter 27 Article III Division 9 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicants are requesting a special exception for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking for an office. The property is in the C-1 zoning district.

**DP25-01
Preliminary
Development
Plan for the
property known
as 1102 & 1112
Third Street**

DP25-01: Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach at 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a Development Plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the C-1 zoning district.

Background

The applicant requests a development plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the Commercial- 1 (C-1) zoning district and has a Walkable Commercial Corridor comprehensive plan for future land use designation.

DP25-01 requires a concurrent review of associated variance V25-05 from Table 27- 239 C-1 front yard setback to permit the construction of an office building with a +/- 150-foot front yard maximum setback in lieu of the required 25-foot yard maximum setback, as well as a concurrent review of associated special exception SE25-01 for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

The “developers” 1112 Third Street LLC request approval of the attached development plan, variance, and special exception for Parkside Office Complex located at 1102 and 1112 Third Street, Neptune Beach, Florida. The developers propose to construct a two-story, 24 foot high, 27,346 SF office building with associated 54 onsite parking spaces and landscaping, as well as seven publicly shared parking spaces in the Magnolia Street right-of-way along the site’s northern boundary, and 13 shared parking spaces in the North Street right-of-way along the site’s southern boundary and Jarboe Park.

The property is shown in attached vicinity maps and is located adjacent to Jarboe Park, lying northwest of the intersection of Third Street and Florida Boulevard. The one-acre lot now contains two single story office buildings, and an older single-family home. The site's current impervious lot coverage is 70%, composed largely of concrete parking.

The site is bound to the north by multi-family, to the south by Jarboe basketball/baseball and single-family homes along Florida Blvd, to east by Third Street and single-family homes, and to the west by Jarboe Park and single family homes along Florida Blvd.



The proposed office building will be in a modern architectural style, with large glass panes and cantilevered balconies (as indicated in attached elevation renderings). The architectural style will be consistent with other offices recently developed along Third Street. The proposed office site is oriented with the parking area on the east side of the lot abutting Third Street, with the building on the west side of the lot adjacent to the park and single-family homes along Florida Boulevard.

Site building orientation and lighting are designed to minimize glare and prevent light intrusion on single family homes to the south and west (see attached lighting plan).

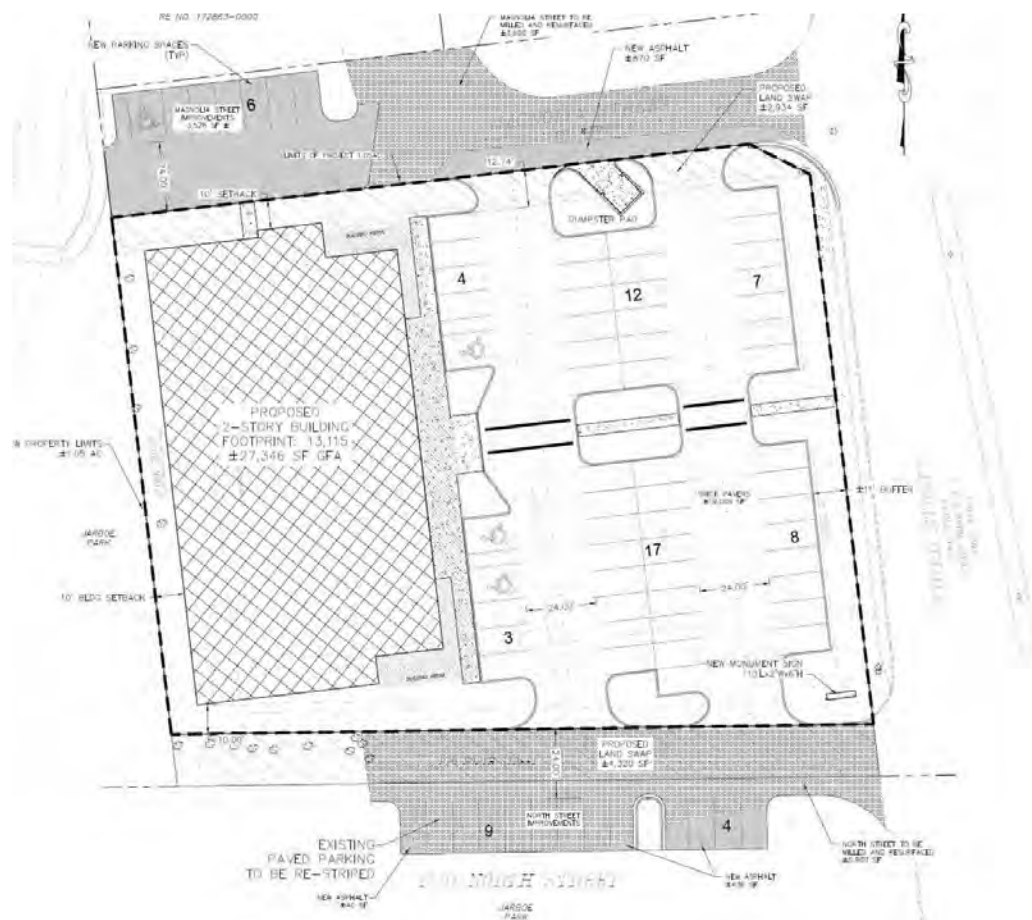
The office building requires a minimum of 69 parking spaces: however, the developer has committed to providing 74 parking spaces and four bicycle parking spaces. As stated, the site is served by a total of 74 parking spaces, with 54 onsite parking spaces, seven publicly shared parking spaces (including handicap) in Magnolia Street right-of-way along the site's northern boundary, and 13 shared parking spaces in North Street right-of-way along the site's southern boundary and Jarboe Park.

The parking lot will be densely landscaped with grass and palm hedges and a variety of palm, live oak, and magnolia trees (as indicated in attached landscape plans). The proposed parking area will replace the site's existing concrete with pervious pavers to improve stormwater management conditions. The site's post-development impervious lot coverage will be reduced 69%.

The project has been issued a Certificate of Concurrency (attached) for traffic. The

project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 141 net new trips per day. Both Florida Boulevard and Third Street have adequate available traffic capacity to permit 141 new trips without a reduction in level of service.

On July 21, 2025 the Neptune Beach City Council approved a development agreement (attached) for Parkside Office Complex to permit 1) a land exchange of public right-of-way, 2) 20 public parking spaces and paving improvements in public rights-of-way, 3) a shared parking agreement for developer improved parking spaces in the right-of-way, and 4) abandonment of a public utility easement.



On July 21, 2025 the Neptune Beach City Council approved a development agreement (attached) for Parkside Office Complex to permit 1) a land exchange of public right-of-way, 2) 20 public parking spaces and paving improvements in public rights-of-way, 3) a shared parking agreement for developer improved parking spaces in the right-of-way, and 4) abandonment of a public utility easement.

The City Council agreed to a land swap by vacating a 2,936 SF portion of Magnolia Street to be provided to the developer in exchange for the developer giving the City a 4,318 SF portion of private property to be dedicated to the North Street right-of-way.

The developer commits to repaving the Magnolia Street right-of-way and providing seven (one handicap) publicly shared parking spaces adjacent to Jarboe park, as well as repave the North Street right-of-way and provide 13 publicly shared parking spaces adjacent to the ball fields.

The City granted the developer a shared parking agreement to utilize the 20 newly improved public parking spaces as off-site parking to serve the office during regular business hours.

Following the City Council's authorization of this development agreement, the developer will return to the City Council to obtain a development order approval and

associated off-site parking special exception and setback variance. Furthermore, the developer will return to the City Council to request formal execution of the land swap and utility easement termination.

Variance 25-05

As stated, the applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150-foot front yard maximum setback in lieu of the required 25-foot yard maximum setback. Table 27-239 requires that new development in the C-1 corridor along Third Street place parking in the rear of the building to allow the building placement setback no more than 25 feet from Third Street.

1112 Third Street Parkside Office Complex: V25-05/SE25-01/DP25-01

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The purpose of the variance is to allow a site and building orientation that minimizes light, sound, and aesthetic impacts that a parking area adjacent to a residential corridor may present. The building orientation is designed to abate light and noise intrusion for the single-family homes to the south and west.

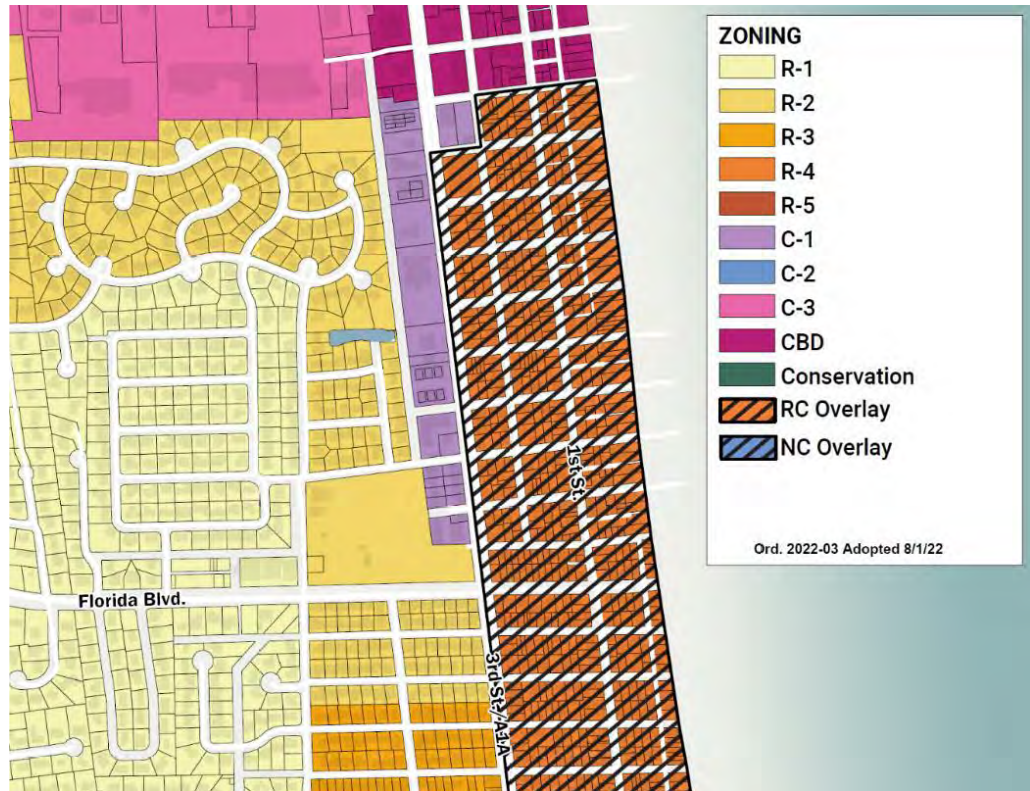
SE25-01

27-540 "Parking Requirements" requires one parking space per 400 square feet of office gross floor area. The proposed office building requires a minimum of 69 parking spaces; however, the developer has committed to providing 74 parking spaces with 54 onsite parking spaces and 20 publicly shared parking spaces in the Magnolia Street right-of-way and North Street right-of-way.

The City granted the developer a shared parking agreement to utilize those 20 newly improved public parking spaces as off-site parking to serve the office during regular business hours. The shared parking spaces are an asset that improve accessibility to Jarboe Park and City ball fields.

The applicant is now requesting a Special Exception SE25-01 for off-site parking in accordance with 27-540 (e) "Parking Requirements" "Off-site parking" to permit twenty (20) off-site parking spaces. Section 27-540 (e) "off-site parking" outlines the conditions under which an off-site parking special exception may be approved. The proposed twenty (20) off-site parking spaces comply with the standards outlined in 27-540 (e), specifically:

1. The site has practical difficulty preventing the placement of the required parking spaces on the same lot as the premises they are intended to serve.
2. The off-site parking spaces are located within four hundred (400) feet of the premises they are intended to serve.
3. The off-site parking spaces are located within the same zoning district classification as the premises which the parking spaces will serve, or a classification allowing business or commercial activities.
4. The off-site parking spaces are not located in any residential district.
5. The location of the off-site parking spaces will adequately serve the use for which it is intended.
6. The location of the off-site parking spaces will not create unreasonable:
 - i. Hazards to pedestrians
 - ii. Hazards to vehicular traffic.
 - iii. Traffic congestion
 - iv. Interference with access to other parking spaces in the vicinity
 - v. Detriment to any nearby use.
 - vi. The developer has supplied a written agreement, approved in form by the city attorney, assuring the continued availability of the offsite parking facilities for the use they are intended to serve.



III. V25-05 FINDINGS:

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

a. Applicant Response: The property exhibits unique and peculiar circumstances due to its immediate adjacency to the City's park amenities on the western boundary while being bounded by 3rd Street to the east. Unlike other parcels in the same zoning district, the rear yard's proximity to the park creates a significant constraint, as placing parking in the rear would disrupt the park's aesthetic and functional value, potentially encroaching on public recreational space. This creates an exceptional hardship, as strict adherence to the 25-foot front yard setback would force parking into the rear, negatively impacting the adjacent public amenity in a way not shared by other properties in the zoning district.

b. Staff Response: The site is uniquely situated on a corner abutting single family residential to the south and west. The building orientation is designed to abate light and noise intrusion for the single-family homes to the south and west.

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

a. Applicant Response: The proposed variance to exceed the 25-foot front yard setback is the minimum necessary to allow reasonable use of the parcel. By relocating parking to the front yard, the development maintains adequate parking to support the commercial use while preserving the rear yard to avoid conflicts with the adjacent park. The extent of the setback exceedance is limited to what is required to accommodate the necessary parking spaces, ensuring compliance with the City's parking requirements without excessive deviation from the setback standard.

b. Staff Response: The parcel can reasonably be used today under the current use. The requested setback variance is not the minimum necessary to permit use of the parcel or building. However, the building orientation is situated to abate parking lot light and noise nuisances for residents.

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

a. Applicant Response: The proposed variance will not adversely affect adjacent or nearby properties or the public. The front yard parking area will be designed **1112 Third Street Parkside Office Complex: V25-05/SE25-01/DP25-01**
August 13, 2025 Community Development Board Staff Report
8 of 16 with appropriate landscaping, screening, and buffering to minimize visual impacts on neighboring properties and the streetscape. Pedestrian and vehicular access will be managed to ensure safety, and the preservation of the rear yard protects the adjacent park's functionality and public enjoyment, thereby benefiting the community as a whole.

b. Staff Response: The variance will not adversely impact adjacent and nearby properties. The variance is requested to abate adverse effects on adjacent and nearby properties resulting from the parking and drive area.

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

a. Applicant Response: The variance will not substantially diminish property values or alter the essential character of the surrounding area. The variance will allow for a substantial improvement to both the subject property and by extension, the surrounding parking and park amenities. The front yard parking will be designed to blend with the commercial district's aesthetic, incorporating high-quality landscaping, low-impact lighting, and compliance with City design standards. By preserving the rear yard's open space adjacent to the park, the development maintains the area's recreational and aesthetic character, supporting property values and community identity.

b. Staff Response: The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site. The variance intent is to protect the character of the area.

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

a. Applicant Response: The proposed variance is in harmony with the general intent of the City's LDC to promote orderly, safe, and aesthetically pleasing development while supporting the specific intent of the commercial zoning district to facilitate viable commercial uses. Allowing front yard parking ensures the property can be developed for its intended commercial purpose while protecting the adjacent park, aligning with the City's goals of balancing development with community welfare and public space preservation.

b. Staff Response: The variance request from the required maximum setback of 25 feet is in harmony with the general intent of the LDC.

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

a. Applicant Response: The need for the variance arises from the property's unique physical constraints, specifically its adjacency to the City's park amenities to the west, and how the site is bounded by a well-trafficked 3rd Street to the east; additionally, it is bound by Magnolia Street to the North and North Street to the south (where it plans to implement upgraded parking improvements). Thus, this is a function of the site's configuration and circumstances, and not from actions or disregard by the property owner or developer. The proximity of the park to the rear of the building (to the west) inherently limits the feasible placement of parking, and the variance request is a direct response to this site-specific condition rather than a self-imposed hardship or intentional deviation from the City's LDC requirements.

b. Staff Response: The proposed variance request from the required maximum setback of 25 feet is not created through the actions of the property owner. Staff

recommended the building orientation to protect neighbors.

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

a. Applicant Response: Granting the variance will not confer special privileges denied to other properties in the same zoning district. The variance is necessitated by the property's unique configuration and adjacency to the City's park system to the west and to the south, a condition not shared by other parcels. Other properties in the zoning district without similar constraints can comply with the standard setback and parking requirements, and the variance is tailored solely to address the site-specific hardship without providing an undue advantage to the applicant.

b. Staff Response: Granting the variance request from the required maximum setback of 25 feet would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

IV. SE25-01 FINDINGS:

1. The proposed use is consistent with the comprehensive plan.

a. Applicant Response: The proposed offsite shared parking arrangement aligns with the comprehensive plan's goals of promoting efficient land use and sustainable development. By utilizing shared parking facilities, the project optimizes space, reduces the need for excessive parking lot construction, and supports the plan's objectives of fostering walkable, mixed-use communities while minimizing urban sprawl.

b. Staff Response: The proposed office building and off-site parking are consistent with Comprehensive Plan *Walkable Commercial Corridor* Land Use which states:

These areas shall include offices, professional services, and retail sales which promote and advance walkability, service the routine and daily needs of residents, and are compatible with and have no measurable or noticeable adverse impacts upon surrounding residential uses.

2. The proposed use would be compatible with the general character of the area, considering the population density; the design; density; scale; location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

a. Applicant Response: The offsite shared parking facility is compatible with the area's character, as it integrates with the existing population density, design, and scale of nearby structures. The parking facility is strategically located near similar commercial or mixed-use developments, ensuring it blends with permissible uses and maintains property values. Its design respects the aesthetic and functional orientation of surrounding buildings, contributing to a cohesive urban environment. It will be a mutually beneficial parking arrangement for users of the nearby City park amenities and invitees of the business on the subject property.

b. Staff Response: The proposed office is compatible with the general area.

3. The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

a. Applicant Response: The shared parking arrangement minimizes environmental impact by reducing the footprint of new parking infrastructure, preserving green spaces and limiting impervious surface runoff. The facility complies with stormwater management regulations and incorporates modern-day design practices, ensuring no adverse effects on the community's health, safety, or welfare. All developments will meet federal, state and local requirements. This is a beneficial community upgrade to 2 parking areas on 2 City streets that will enhance the overall community spaces in that area of the City.

b. Staff Response: There are no environmental impacts generated by the off-site

parking. There are no hazardous materials used for this type of use. The use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

4. The proposed use would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.

a. Applicant Response: The shared parking plan has been designed so as to minimize any disruption to that general area, and in fact enhance existing City infrastructure. It will not exacerbate vehicular congestion or disrupt pedestrian movement. The parking facility is located just adjacent to the subject development to the north and to the south, while also adjacent and abutting the City's premier park amenities providing better improved access for the general public in that community, with safe pedestrian pathways and crosswalks. Shared parking optimizes space by leveraging complementary parking demands (e.g., daytime commercial or office uses while complementing general public access and park usage), ensuring adequate parking availability without compromising community safety or welfare.

b. Staff Response: The parking will not have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community. The developer is improving the public right-of-way and providing public parking spaces. The City granted the developer a shared parking agreement to utilize the newly improved public parking spaces as offsite parking because the shared parking spaces are an asset that improve the accessibility of Jarboe Park and City ball fields.

5. The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.

a. Applicant Response: The offsite shared parking arrangement supports the comprehensive plan's vision for future development by maximizing land use efficiency and preserving space for higher-value uses, such as commercial development and public access. The shared parking model encourages coordinated development patterns, ensuring that future growth in the area remains consistent with planned zoning and land use designations.

b. Staff Response: The proposed use is consistent with other uses in the Walkable Commercial Corridor District. The office and shared parking are consistent with area and would not have a detrimental effect on the future development as allowed in the comprehensive plan.

6. The proposed use would not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.

a. Applicant Response: The offsite shared parking facility is designed to minimize disturbances, incorporating features such as shielded lighting to prevent glare, noise-reducing development, and proper ventilation. The development is designed and will be constructed and maintained according to modern-day improved commercial, retail, office standards. The product will be a total upgrade to the site both in terms of function and aesthetics. The facility's operations align with existing and permissible uses in the area, ensuring no excessive noise, vibration, odors, dust, or physical activities that would disrupt the community.

b. Staff Response: The office and shared parking will not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area. The office and shared parking spaces are an asset that improve the area and accessibility to Jarboe Park and City ball fields.

7. The proposed use would not overburden existing public services and facilities.

a. Applicant Response: The shared parking arrangement does not place undue strain on public services or facilities, such as water, sewer, or emergency

services. By consolidating parking needs, the project actually reduces the demand for new infrastructure, allowing existing public services to adequately support the development without requiring costly expansions or upgrades and is a valuable amenity to the City without costing the taxpayer.

b. Staff Response: The developer is improving existing public services and facilities and providing public parking spaces. The City granted the developer a shared parking agreement to utilize the newly improved public parking spaces as off-site parking because the shared parking spaces are an asset that improve the accessibility of Jarboe Park and City ball fields

8. The proposed use meets all other requirements as provided for elsewhere in this Code.

a. Applicant Response: The proposed offsite shared parking plan adheres to all relevant provisions of the city's land development code, including zoning regulations, parking standards, and design guidelines. The project has undergone a thorough review to ensure compliance with setback requirements, accessibility standards, and any additional conditions outlined in the code, as well as any necessary agreements for shared parking management.

b. Staff Response: All provisions of this code are met by the proposed office development plan and proposed parking agreement.

V. DP25-01 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders state the community development board shall conduct a quasi-judicial public hearing and shall consider the following factors when issuing a development order:

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

Staff Response: The proposed development plan is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses to the north. Residentially zoned property borders the site to the south, east, and west. The proposed office building will be in a modern architectural style, with large glass panes and cantilevered balconies (as indicated in attached elevation renderings). The architectural style will be consistent with other offices recently developed along Third Street.

The office site will be densely landscaped to seamlessly integrate into Jarboe Park. The parking lot will be densely landscaped with a grass and palm hedge and a variety of palm, live oak, and magnolia trees (as indicated in attached landscape plans). The site's building orientation and lighting minimizes glare and prevents light intrusion on single family homes to the south and west (see attached lighting plan).

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

Staff Response:

Traffic: The project has been issued a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 141 net new trips per day. Both Florida Boulevard and Third Street have adequate available traffic capacity to permit 141 new trips without a reduction in level of service.

Water/Sewer: This project has been issued a water and sewer letter of availability from City of Neptune Public Works.

School: Not applicable

Drainage: A new on-site parking area will be constructed using "permeable" pavers to reduce the stormwater runoff leaving the site. A portion of the existing asphalt pavement on Magnolia Avenue will be removed as part of this construction. Stormwater runoff from the new property will flow into the city-owned ditch system by means of a piped collection system. A smaller portion of the runoff from the site will continue to flow into the Third Street FDOT system and into the same collection system as the remainder of the site. As shown in the attached calculations the impervious surface ratio for the proposed development is 69 percent, which is less than the existing conditions. Therefore, no additional stormwater treatment or retention system is proposed for this development. St. Johns River Water

Management District has issued an Environmental Resource Permit Exemption Letter (attached).

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

Staff Response: The proposed development plan is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, and public utility, parking and traffic circulation standards.

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

Staff Response: The office site plan and building are consistent with comprehensive plan Walkable Commercial Corridor land use which states:

These areas shall include offices, professional services, and retail sales which promote and advance walkability, service the routine and daily needs of residents, and are compatible with and have no measurable or noticeable adverse impacts upon surrounding residential uses.

The proposed development plan for DP25-01 "1112 Third Street Parkside Office Complex", as presented, requires a concurrent review of associated variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150-foot front yard maximum setback in lieu of the required 25 foot yard maximum setback, as well as a concurrent review of associated special exception SE25-01 for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

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

Staff Response: The proposed development plan is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, and public utility, parking and traffic circulation standards.

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

Staff Response: The development order request was noticed as required to property owners within 300 feet. A sign was posted on the property according to requirements. Staff has not received any comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: The proposed development is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, and public utility, parking, and traffic circulation standards.

VI. STAFF RECOMMENDATION

Staff recommends approval of variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150-foot front yard maximum setback in lieu of the required 25-foot yard maximum setback as requested.

Staff recommends approval of special exception SE25-01 for 20 off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

Staff recommends approval of the application for development plan DP25-01 "1112 Third Street Parkside Office Complex" to permit a 27,346 SF office building with associated parking and landscaping, as presented.

The developer shall submit a final development plan for review by the City Council. The final development plan shall be consistent with the preliminary development

Plan shall contain no land uses different than those approved in the preliminary development plan.

VII. RECOMMENDED MOTION:

V25-05

- a. I recommend approval of V25-05
- OR
- b. I recommend denial of V25-05

SE25-01

- a. I recommend approval of SE25-01
- OR
- b. I recommend denial of SE25-01

DP25-01

- a. I recommend approval of DP25-01
- OR
- b. I recommend denial of DP25-01

VIII. Exhibits:

- A. Variance, Special Exception, and Development Order Application
- B. Development Plan
- C. Vicinity Maps
- D. Elevation/Building Renderings
- E. Landscape Plan
- F. Lighting Plan
- G. Certificate of Concurrency and Traffic Analysis
- H. Water and Sewer Service Availability Letter
- I. St. Johns River Water Management District Environmental Resource Permit Exemption Letter
- J. Signed Development Agreement with City of Neptune Beach (including shared parking agreement)

APPLICATION FOR DEVELOPMENT PLAN REVIEW

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



APPLICATION FEE: Residential Developments (not including SFD) - \$200.00/ unit (plus cost of any outside review or other departmental reviews)

Commercial Development - \$2,000.00

Replat Plan Review-\$400.00

Date Filed:		Name and address of the applicant requesting development review: (NOTE: If the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporation ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows.	
Name & Mailing address of Owner of Record: 1112 Third Street, LLC – Marc Hassan 9803 Old St. Augustine, Rd Suite 1 Jacksonville, FL 32257 Contact phone # 904-389-7311 e-mail address: mhassan@spectrumrealtyco.com		Property Address: 1112 Third Street Neptune Beach, FL 32266 Real Estate ID # 172852-0000, 172851-0000 Lot 1-8 Block 1 Subdivision: Neptune Gardens Zoning District: C-1	
Name and Address of Agent/Applicant Means Engineering, Inc – Tripp Means 1414 Kingsley Ave, Suite 3 Orange Park, FL 32073		Telephone # 904-264-9902 Email: TMeans@meansengr.com	
Describe request being made: 1112 Third Street, LLC is proposing to construct a 2-story commercial office building and associated parking at 1112 Third Street. The gross floor area for the proposed building is 27,346 square feet.			
PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.			

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

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT
 *THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE
 OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.*

Means Engineering, Inc _____ is hereby authorized TO ACT ON BEHALF OF
 1112 Third Street, LLC _____, the owner(s) of those lands described within the attached
 application, and as described in the attached deed or other such proof of ownership as may be
 required, in applying to Neptune Beach, Florida, for an application related to a development review:

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

BY  Marc Hassan for 1112 Third Street, LLC
 Signature of Owner Print Name

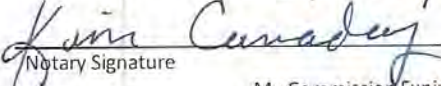
Signature of Owner

Print Name

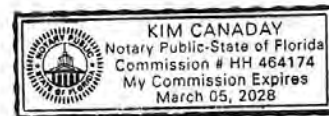
Signed and sworn before me on this 15th day of July, 2025

BY: Marc Hassan

Identification Verified: ✓ Personally Known Oath Sworn: ✓ Yes No


 Notary Signature My Commission Expires 3-5-2028

2



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

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

Commonly required items needed for development reviews.

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

DISCLAIMER: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only.

APPLICATION FOR ZONING VARIANCE

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



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

Date Filed: 07-15-2025	Zoning District: C-1	Real Estate Parcel Number: 172852-0000, 172851-0000
Name & Address of Owner of Record: 1112 Third Street LLC – Marc Hassan 9803 Old St. Augustine Road, Suite 1 Jacksonville, FL 32257 Contact phone number# 904-389-7311 e-mail address: mhassan@spectrumrealttyco.com		Property Address: 1112 Third Street Neptune Beach, FL 32266 Number of units on property: 1 (Lots 1-8) Have any previous applications for variance been filed concerning this property? No, not that are known to applicant. If Yes, Give Date: n/a
Name & Address of Agent: Jason Gabriel, Esq. & M. Scott Thomas, Esq. Burr Forman 50 N. Laura Street, Suite 3000 Jacksonville, Florida 32202 e-mail address: jgabriel@burr.com & mstthomas@burr.com		
Section 27-15 of the Unified Land Development Code (ULDC) defines a variance as follows: <i>Grant of relief authorized by the board of appeals, or the city council upon recommendation by the planning and development review board, that relaxes specified provisions of the Code which will not be contrary to the public interest and that meets the requirements set forth in article III, division 8 of this Code.</i>		
1. Explain the proposed relief being sought from the code(s): Owner is proposing to construct a 2-story commercial office building and associated parking on the subject site. The variance request is to allow the owner/applicant/developer to exceed the standard building setback of 25 foot on the subject property's eastern boundary (the front yard setback) in the C-1 District.		
2. Explain the purpose of the variance (if granted)? The purpose of seeking relief from the max front yard setback is to alleviate the need to place parking on the westerly side of the building proximate to the City's premier park amenities optimizing both function and aesthetics in the design and implementation of the new improved development. The unique placement of the subject site in between the City's established park system to the west and the well-traveled 3rd Street road system to the east justifies the proposed configuration.		
3. Based on the required findings needed to issue a variance in Section 27-147 explain the following (attach additional sheets as necessary):		

A. How does your property have unique and peculiar circumstances, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and not shared by other property owners. The hardship cannot be created by or be the result of the property owner's own action. The property exhibits unique and peculiar circumstances due to its immediate adjacency to the City's park amenities on the western boundary while being bounded by 3rd Street to the east. Unlike other parcels in the same zoning district, the rear yard's proximity to the park creates a significant constraint, as placing parking in the rear would disrupt the park's aesthetic and functional value, potentially encroaching on public recreational space. This creates an exceptional hardship, as strict adherence to the 25-foot front yard setback would force parking into the rear, negatively impacting the adjacent public amenity in a way not shared by other properties in the zoning district.
B. How is the proposed variance the minimum necessary to allow reasonable use of the property? The proposed variance to exceed the 25-foot front yard setback is the minimum necessary to allow reasonable use of the parcel. By relocating parking to the front yard, the development maintains adequate parking to support the commercial use while preserving the rear yard to avoid conflicts with the adjacent park. The extent of the setback exceedance is limited to what is required to accommodate the necessary parking spaces, ensuring compliance with the City's parking requirements without excessive deviation from the setback standard.
C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general. The proposed variance will not adversely affect adjacent or nearby properties or the public. The front yard parking area will be designed with appropriate landscaping, screening, and buffering to minimize visual impacts on neighboring properties and the streetscape. Pedestrian and vehicular access will be managed to ensure safety, and the preservation of the rear yard protects the adjacent park's functionality and public enjoyment, thereby benefiting the community as a whole.
D. Indicate how the proposed variance will not diminish property values nor alter the character of the area. The variance will not substantially diminish property values or alter the essential character of the surrounding area. The variance will allow for a substantial improvement to both the subject property and by extension, the surrounding parking and park amenities. The front yard parking will be designed to blend with the commercial district's aesthetic, incorporating high-quality landscaping, low-impact lighting, and compliance with City design standards. By preserving the rear yard's open space adjacent to the park, the development maintains the area's recreational and aesthetic character, supporting property values and community identity.
E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code. The proposed variance is in harmony with the general intent of the City's LDC to promote orderly, safe, and aesthetically pleasing development while supporting the specific intent of the commercial zoning district to facilitate viable commercial uses. Allowing front yard parking ensures the property can be developed for its intended commercial purpose while protecting the adjacent park, aligning with the City's goals of balancing development with community welfare and public space preservation.
F. Explain how the need for the proposed variance has not been created by you or the developer? The need for the variance arises from the property's unique physical constraints, specifically its adjacency to the City's park amenities to the west, and how the site is bounded by a well-trafficked 3rd Street to the east; additionally it is bounded by Magnolia Street to the North and North Street to the south (where it plans to implement upgraded parking improvements). Thus, this is a function of the site's configuration and circumstances, and not from actions or disregard by the property owner or developer. The proximity of the park to the rear of the building (to the west) inherently limits the feasible placement of parking, and the variance request is a direct response to this site-specific condition rather than a self-imposed hardship or intentional deviation from the City's LDC requirements.

G. Indicate how granting of the proposed variance will not confer upon you any special privileges that is denied by the code to other lands, buildings or structures in the same zoning district. Granting the variance will not confer special privileges denied to other properties in the same zoning district. The variance is necessitated by the property's unique configuration and adjacency to the City's park system to the west and to the south, a condition not shared by other parcels. Other properties in the zoning district without similar constraints can comply with the standard setback and parking requirements, and the variance is tailored solely to address the site-specific hardship without providing an undue advantage to the applicant.
4. Required Attachments-Applicant must include the following: (INCOMPLETE PACKAGES WILL BE RETURNED)
A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. WHICH HAS NOT BEEN REDUCED.
B. Survey of the property certified by licensed surveyor and dated within one year of application date. SURVEY MUST BE ORIGINAL SIZE AND CAN NOT BEEN REDUCED.
C. Copy of Deed
D. Pictures of the property as it currently exists
5. Letter of authorization for agent to make application (Required only if not made by owner)
6. NON-REFUNDABLE FEE: \$300.00 (Residentially zoning property) / \$1,000.00 (Commercially Zoned Property)

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

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

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

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

NAME (S) OF PROPERTY OWNER (S)

1112 Third Street, LLC

ADDRESS OF PROPERTY OWNER
9803 Old St. Augustine Rd, Suite 1
Jacksonville, FL 32257

NAME OF AUTHORIZED AGENT

Jason Gabriel, Esq. & M. Scott Thomas, Esq.

ADDRESS OF AUTHORIZED AGENT
50 N. Laura Street, Suite 3000
Jacksonville, FL 32202

SIGNATURE OF OWNER OR AUTHORIZED AGENT:

**OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT**

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Jason Gabriel, Esq. or M. Scott Thomas, Esq. are hereby authorized TO ACT ON BEHALF OF 1112 Third Street LLC, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to a variance:

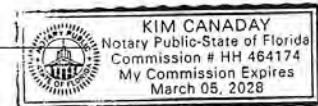
BY:

Signature of Owner

Marc Hassan FOR 1112 THIRD STREET, LLC

Print Name

Signature of Owner



Print Name

Daytime Telephone Number 904.389.7311

State of Florida

County of DuvalSigned and sworn before me on this 15th day July of 2024.By Marc HassanIdentification verified: personally known Oath sworn: Yes Yes ___ No ___Kim Canaday

APPLICATION FOR SPECIAL EXCEPTION

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

Application Fee: **\$300 Residential / \$800 Commercial**

Date Filed:

Name & Address of Property Owner:	Email: mhassan@spectrumrealtyco.com
1112 Third Street, LLC – Marc Hassan	Telephone: 904-389-7311
9803 Old St. Augustine Rd, Suite 1, Jacksonville, FL 32257	Real Estate #: 172852-0000, 172851-0000
Property Address (if different from mailing):	Lot 1-8Block: 1
1112 Third Street	Subdivision: Neptune Gardens
Neptune Beach, FL 32266	Zoning District: C-1

Name and Address of Agent:	Telephone: 904-232-7200
Jason Gabriel, Esq. & M. Scott Thomas, Esq., Burr & Forman LLP	E-Mail: JGabriel@burr.com and mstthomas@burr.com
50 N. Laura St., Suite 3000, Jacksonville, FL 32202	

Describe Special Exception Request:

Requesting Special Exception for offsite parking (shared parking of 13 spaces on or near North Street & 7 spaces on or near Magnolia Street)

The Unified Land Development Code (ULDC) requires that the Community Development Board may not approve any special exceptions unless it makes a positive finding of fact, based on substantial competent evidence, outlined in Section 27-160
Required findings needed to issue a special exception in Section 27-160: (attach additional sheets as necessary):
1. How the proposed use consistent with the comprehensive plan? The proposed offsite shared parking arrangement aligns with the comprehensive plan's goals of promoting efficient land use and sustainable development. By utilizing shared parking facilities, the project optimizes space, reduces the need for excessive parking lot construction, and supports the plan's objectives of fostering walkable, mixed-use communities while minimizing urban sprawl.

2. Indicate how the proposed special expectation (use) would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses: The offsite shared parking facility is compatible with the area's character, as it integrates with the existing population density, design, and scale of nearby structures. The parking facility is strategically located near similar commercial or mixed-use developments, ensuring it blends with permissible uses and maintains property values. Its design respects the aesthetic and functional orientation of surrounding buildings, contributing to a cohesive urban environment. It will be a mutually beneficial parking arrangement for users of the nearby City park amenities and invitees of the business on the subject property.
3. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety, and welfare of the community: The shared parking arrangement minimizes environmental impact by reducing the footprint of new parking infrastructure, preserving green spaces and limiting impervious surface runoff. The facility complies with stormwater management regulations and incorporates modern-day design practices, ensuring no adverse effects on the community's health, safety, or welfare. All development will meet federal, state and local requirements. This is a beneficial community upgrade to 2 parking areas on 2 City streets that will enhance the overall community spaces in that area of the City.
4. Explain how the proposed special exception (use) would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety, and welfare of the community: The shared parking plan has been designed so as to minimize any disruption to that general area, and in fact to enhance existing City infrastructure. It will not exacerbate vehicular congestion or disrupt pedestrian movement. The parking facility is located just adjacent to the subject development to the north and to the south, while also adjacent and abutting the City's premier park amenities providing better improved access for the general public in that community, with safe pedestrian pathways and crosswalks. Shared parking optimizes space by leveraging complementary parking demands (e.g., daytime commercial or office uses while complementing general public access and park usage), ensuring adequate parking availability without compromising community safety or welfare.
5. Explain how the proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan: The offsite shared parking arrangement supports the comprehensive plan's vision for future development by maximizing land use efficiency and preserving space for higher-value uses, such as commercial development and public access. The shared parking model encourages coordinated development patterns, ensuring that future growth in the area remains consistent with planned zoning and land use designations.
6. Explain how the proposed use would not result in the creation of objectionable or excessive noise, light vibration, fumes, odors, dust, or physical activities inconsistent with the existing or permissible uses in the area: The offsite shared parking facility is designed to minimize disturbances, incorporating features such as shielded lighting to prevent glare, noise-reducing development, and proper ventilation. The development is designed and will be constructed and maintained according to modern-day improved commercial, retail, office standards. The product will be a total upgrade to the site both in terms of function and aesthetics. The facility's operations align with existing and permissible uses in the area, ensuring no excessive noise, vibration, odors, dust, or physical activities that would disrupt the community.

7. INDICATE HOW THE PROPOSED USE WOULD NOT OVERBURDEN EXISTING PI FACILITIES.

THE SHARED PARKING ARRANGEMENT DOES NOT PLACE UNDUE STRAIN ON I FACILITIES, SUCH AS WATER, SEWER, OR 8MERGENCY SERVICES. BY CONSOLIDA THE PROJECT ACTUALLY REDUCES THE DEMAND FOR NEW INFRASTRUCTURE.

G EXPLAIN HOW THE PROPOSED USE MEETS ALL OTHER REQUIREMENTS AS PROVI CHAPTER 27.

THE PROPOSED OFFSITE SHARED PARKING PLAN ADHERES TO ALL RELEVANT PRO LAND DEVELOPMENT CODE, NCLUDING ZONING REGULATIONS, PARKING STAN GUIDELINES. THE PROJECT HAS UNDERGONE A THOROUGH REVIEW IO ENSUR

THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETINGS.

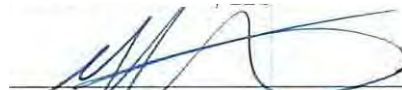
Per 27-163, If a special exception is granted the use or construction, must be commenced within twelve (12) months following the date the special exception is rendered or the special exception shall expire and be of no further force, validity, or effect.

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

NAME (S) OF PROPERTY OWNER (S)
1112 Third Street, LLC

NAME OF AUTHORIZED AGENT
Jason Gabriel, Esq./ M. Scott Thomas, Esq.

Signature


Signature

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Jason Gabriel, Esq. or M. Scott Thomas, Esq. are hereby authorized TO ACT ON BEHALF OF

1112 Third Street LLC, the owner(s) of those lands described within the attached Special Exception application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Special Exception or other action pursuant to a:

BY:



Signature of Owner

Marc Hassan for 1112 Third Street, LLC

Print Name

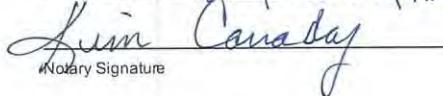
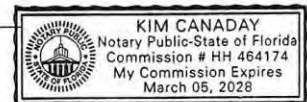
Signature of Owner

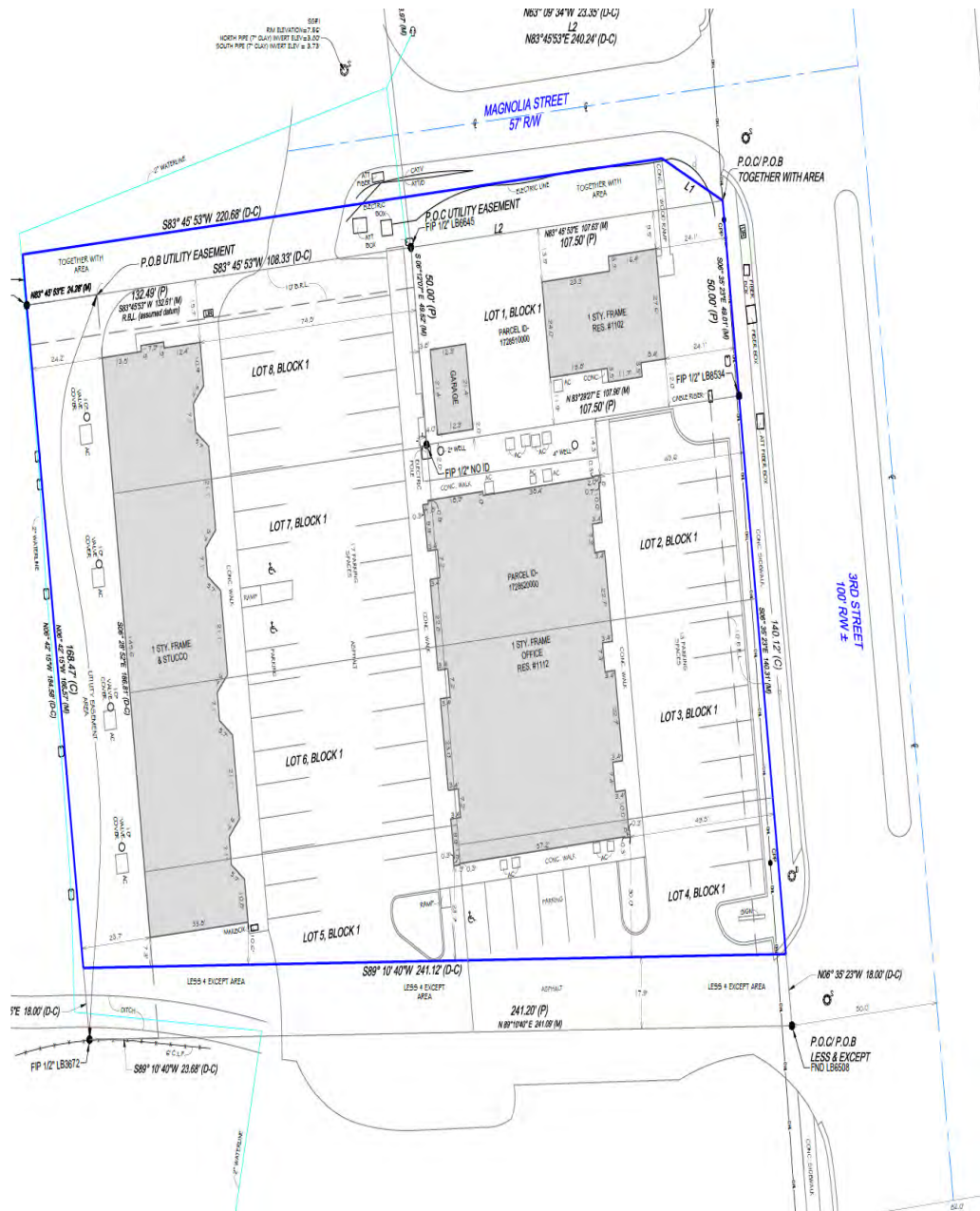
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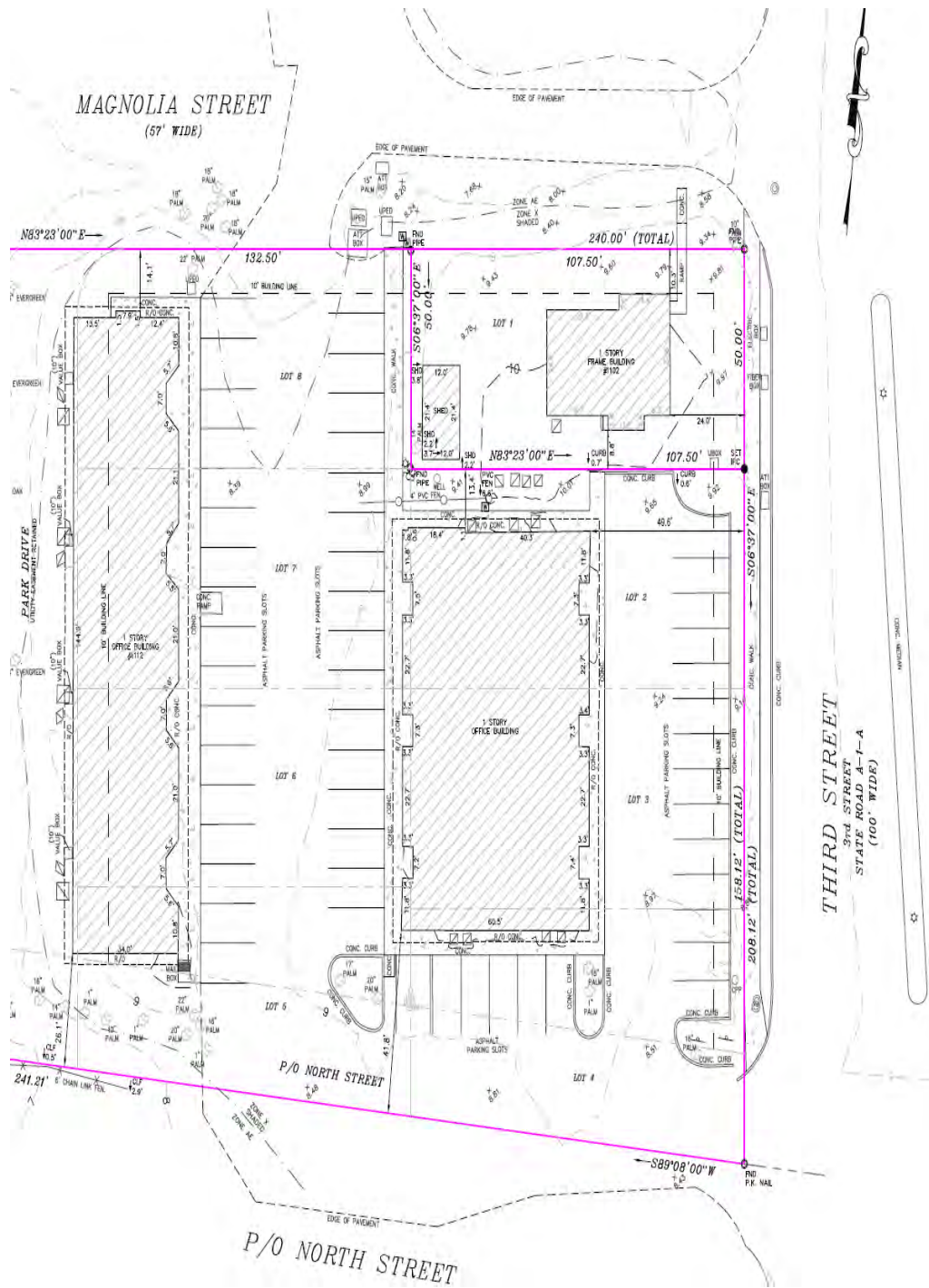
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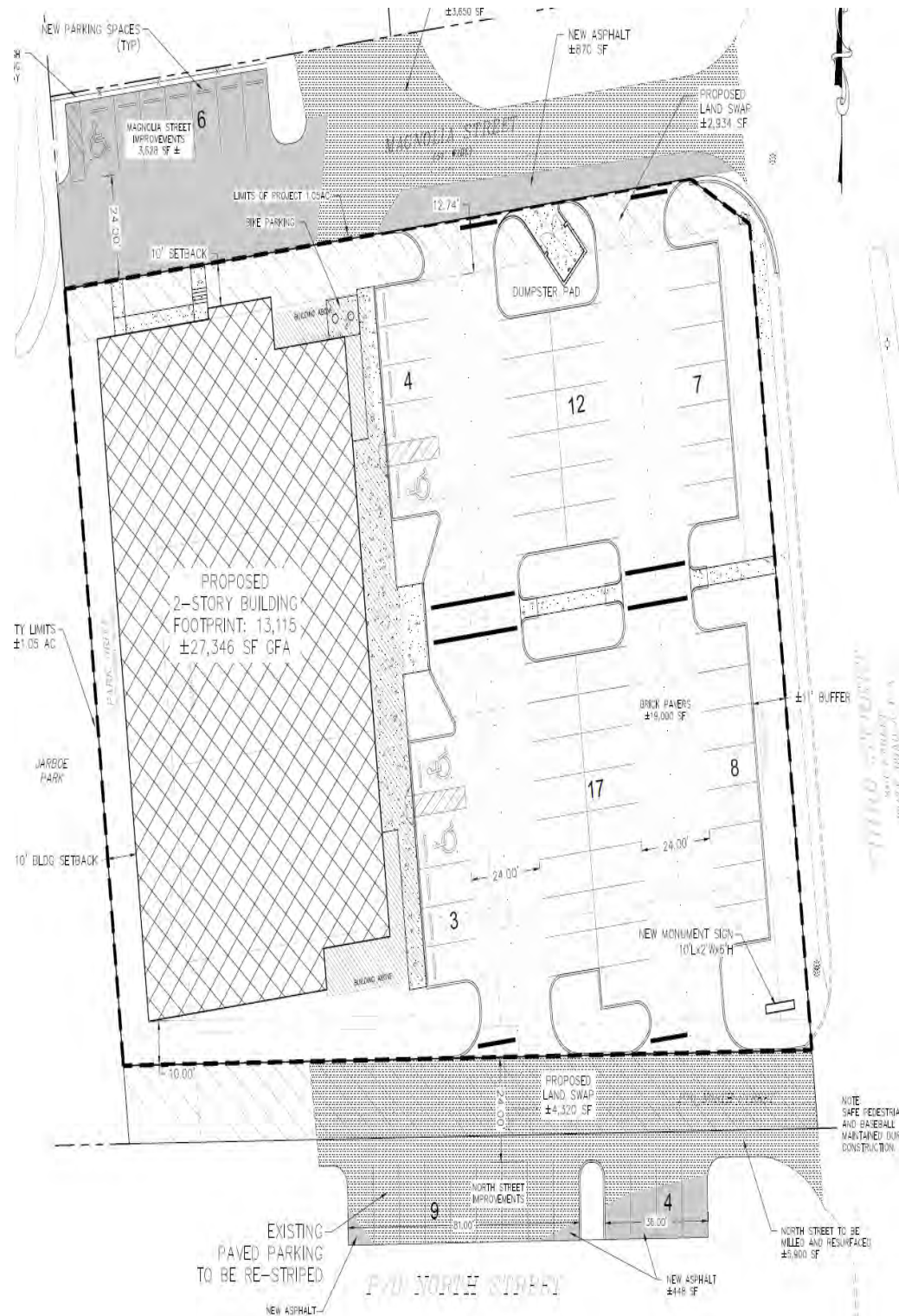
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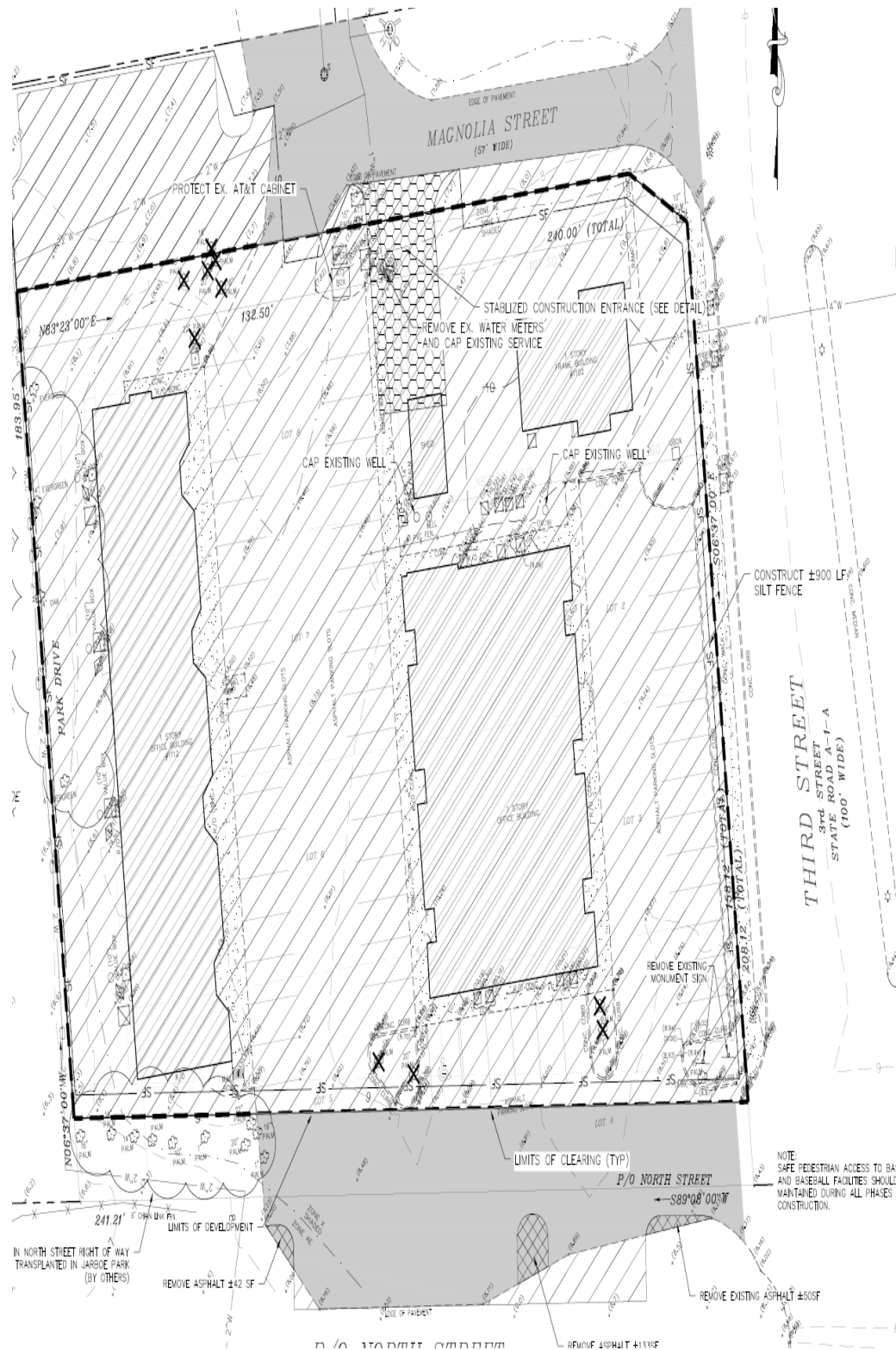
County of

DuvalSigned and sworn before me on this 15th day of July, 2025By Marc HassanIdentification verified: personally know Oath sworn: X Yes No
Notary SignatureMy Commission expires: 3-5-28

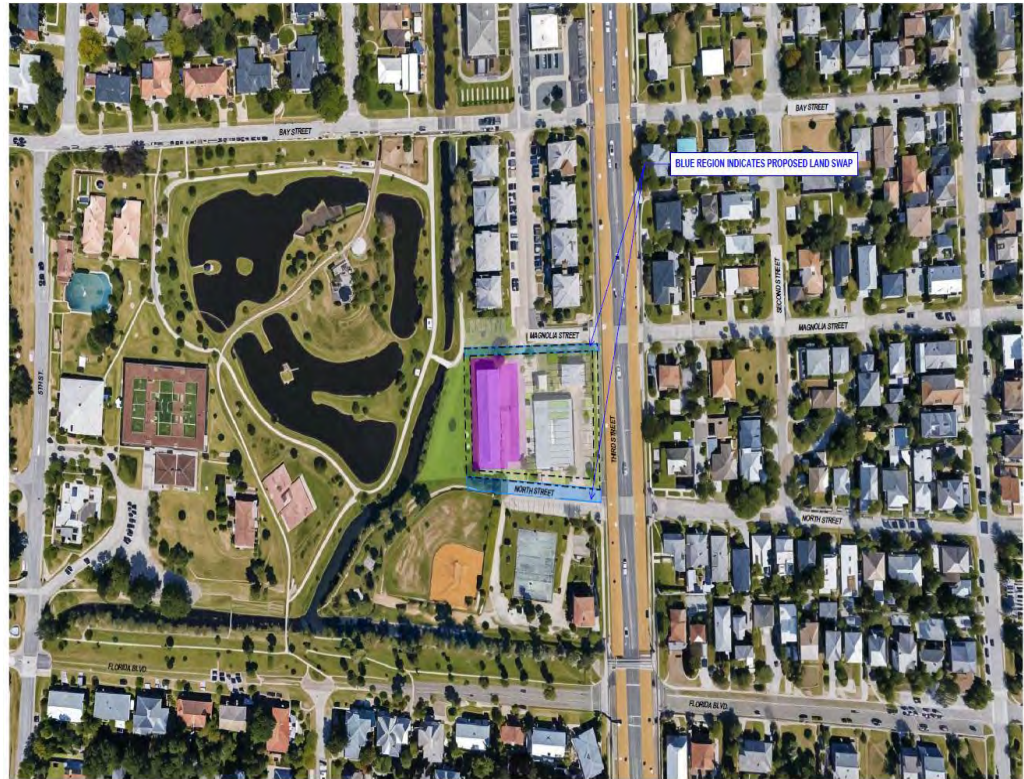












RDB INVISION RDB_INV PROJECT No.: 2024-003
 PLANNING | ARCHITECTURE | INTERIORS
 UPDATED: 06/11/2025

1112 Third Street Office Shell Building | Neptune Beach
 VICINITY MAP [OVERLAY NEW SITE]



RDB INVISION RDB_INV PROJECT No.: 2024-003
 PLANNING | ARCHITECTURE | INTERIORS
 UPDATED: 06/11/2025

1112 Third Street Office Shell Building | Neptune Beach
 VICINITY MAP [NEW SITE]





RDB INVISION RDB INV PROJECT No.: 2024-003
PLANNING | ARCHITECTURE | INTERIORS
UPDATED: 06/11/2025

1112 Third Street Office Shell Building | Neptune Beach
SOUTHEAST SITE VIEW FROM THIRD STREET





Questions from the board:

TONY MAZZOLA asks about traffic analysis and parking spaces based on sq footage of office building.

HEATHER WHITMORE explains traffic analysis, trips and office volume. There are 223 existing spaces and will be 271 spaces with proposed project. Florida Blvd and Third St have plenty of available capacity for new traffic volume.

RENE ATAYAN asks about traffic capacity in office buildings verses restaurants, bars, etc.

HEATHER WHITMORE responds that bars and restaurants are prohibited in that area.

RENE ATAYAN states that there should be more bike racks and that may be a negotiating point with the builders.

HEATHER WHITMORE agrees and says the builders will likely address that.

WILLIAM HILTON addresses the North St and Magnolia parking. Also asks about ROW parking to park.

HEATHER WHITMORE explains the stormwater management plan and permeable pavers.

CHARLES MILLER asks about City Council Development Agreement, the easement of the utility area and the size.

HEATHER WHITMORE responds that it will be 25 ft wide and run the length of property. She shows example in large site plan.

LYNDA PADRTA asks if city council abandoned the easement.

HEATHER WHITMORE explains that a land swap will be approved once the council approves the development agreement.

WILLIAM HILTON asks if there is discussion with the city to extend the walking path to North St.

HEATHER WHITMORE answerers no, but the CDB can recommend this to the council.

Attorney JASON GABERIAL introduces himself and the applicant, Mark Hasen, and engineer Tripp Means. He acknowledges great staff and efforts on behalf of CONB

as a premier example of a public and private partnership. Explains Variance, Special Exception and Development Plan going back to council.

JASON GABERIAL explains parking, buffer, light spillage, integrity of land swap to the north. 4000+ vs 2000+ sq foot swap and purpose.

GREG SCHWARTZENBERGER asks to run through the visuals. (Extra large site plans and posters brought in by the applicant)

Mark Hasan explains plans for the property they own on North St., land swap, ROW and easement on their property. There are no utilities in the easement. Applicant has agreed to upgrade parking in the area and the CONB benefits by hundreds if not thousands of dollars. While going over the posters he highlights the benefits for Jarboe Park, parking and the adjacent condos. He points out that Magnolia and North St will be newly paved from Third St extending west to Jarboe Park. As well as the Hardwood trees and landscaping for visual appeal.

CHARLES MILLER asks about Park Drive.

MARC HASSAN explains that Park Drive has been in place since before Jarboe Park or plans of new.

HILLARY WEATHERHEAD asks about plans for light spillage. Will there be lighting in ROW?

MARC HASSAN responds that building will shield lights on parking lot and that downlighting will shine down on the trees located in the parking lot. As of now there will be no lighting in ROW.

RENE ATAYAN asks if there will be a fence erected.

MARC HASSAN answers yes, a 6' fence will be built between the new building and existing condos. He also states that there will be a pump track.

LYNDA PADRTA asks what a pump track is.

HEATHER WHITMORE defines a pump track as a bike path.

GREG SCHWARTZENBERGER asks for public comments and requests. There are none.

Board Discussion:

LYNDA PADRTA states that she is comfortable with the concept of the office building and improved parking but would like to see a commuting connection between the park and new building.

TONY MAZZOLA states that this project is a win win for him.

GREG SCHWARTZENBERGER acknowledges C1 uses and development. Also highlights the cooperation between the developer and city on this proposed project.

RENE ATAYAN appreciates Heather Whitmore and the suggestion to move the office building to the back of the property and thinks this project will be a wonderful addition the CONB.

WILLIAM HILTON thinks this development will be great with no reason to not approve and hopes that the city council suggests connecting a path to the basketball courts and park fields.

GREG SCHWARTZENBERGER is pleased that the CONB is taking steps to make Jarboe Park nicer.

HILLARY WEATHERHEAD states that this is a great step in the right direction of the CONB.

CHARLES MILLER thanks Heather Whitmore and Piper Turner for the presentation. He hopes having the building as a buffer will lessen the noise for the residents in the park and in the adjacent neighborhoods.

LYNDA PADRTA thanks Heather Whitmore for thinking outside of the box with a solution of what could have been a problem.

Chair Schwartzberger opened the floor for public comments, there being none the public hearing was closed.

Made by Hilton, seconded by Padrta.

MOTION: TO APPROVE VARIANCE V25-05 FOR THE FRONT YARD SETBACK, AS SUBMITTED.

Roll Call Vote:

Ayes: 7-Weatherhead, Mazzola, Miller, Padrta, Hilton, Atayan & Schwartzberger

Noes: 0

MOTION CARRIED

Made by Hilton, seconded by Padrta.

MOTION: TO APPROVE SPECIAL EXCEPTION SE25-01 FOR OFF-SITE PARKING, AS SUBMITTED.

Roll Call Vote:

Ayes: 7- Weatherhead, Mazzola, Miller, Padrta, Hilton, Atayan & Schwartzberger

Noes: 0

MOTION CARRIED

Made by Hilton, seconded by Padrta.

MOTION: TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN AND TO RECOMMEND APPROVAL OF THE FINAL DEVELOPMENT PLAN TO CITY COUNCIL.

Roll Call Vote:

Ayes: 7-Weatherhead, Mazzola, Miller, Padrta, Hilton, Atayan & Schwartzberger

Noes: 0

MOTION CARRIED

The applicant was informed their application would be forwarded to the City Council Wednesday September 3, 2025 at 6:00 p.m. meeting for final approval and that they must attend this meeting.

Historical Committee:

RENE ATAYAN informs everyone that the Historical Review committee has been approved and celebrates the new ordinances that will follow. Asks about applicants and the application process.

HEATHER WHITMORE says 4 applicants but only 3 eligible.

RENE ATAYAN asks Heather Whitmore to explain what the process will look like for homeowners seeking a certificate of appropriateness and determination of historical significance.

HEATHER WHITMORE responds that when an applicant wants to utilize historical rights afforded to them with exceptions like age and other criteria that a site plan and certificate will need to be present.

GREG SCHWARTZENBERGER asks if the Building Permit ties to the certificate.

HEATHER WHITMORE answers yes.

RENE ATAYAN asks if it takes the step out of coming to the CDB.

HEATHER WHITMORE answers yes.

GREG SCHWARTZENBERGER asks if the Building Department will catch historical circumstances for building permits before it gets to the CDB.

HEATHER WHITMORE gives examples of who may benefit from the Historical Board and a resident who has already learned of it and how it changes the circumstances of the property. She explains how this will be like other communities and it's standard practice, not variance. Homeowners will receive an exceptionality with certain rights and privileges regarding setbacks, lot coverage and floor plan ratio.

RENE ATAYAN suggests getting the word out to builders and real estate agents about the new circumstances regarding historical homes in Neptune Beach. She asks about the Sunset Clause and ordinances. (Sunset Clause states that if the ordinance isn't utilized within 18 months from July that it will be repealed)

WILLIAM HILTON asks if one can sit on both CDB and Historical Committee.

PAUL WATERS will look into this and check to see if there will be any issues or conflict of interest.

GREG SCHWARTZENBERGER requests that Heather Whitmore share the application with the CDB and asks who appoints the committee.

HEATHER WHITMORE answers that the City Council votes on the committee members and the city clerk will accept the applications.

CORAL MESSINA asks if there is a timeline and deadline.

HEATHER WHITMORE answers no.

GREG SCHWARTZENBERGER asks if there are any topics that need to be discussed and the response is no. He welcomes Jeff DeAnglis to his first meeting as the new alternate member and thanks him for serving.

Open Discussion

GS asks if there are any topics that need to be discussed and the response is no. He welcomes Jeff DeAnglis to his first meeting as the new alternate member and thanks him for serving.

Adjournment

The meeting adjourned at 7:16 p.m.

Chairperson

ATTEST:

Dallas Alvarez, Board Secretary



Agenda Item #8A
Ord. No. 2025-15
Municipal Non-Profit

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Ordinance 2025-15; Municipal Non-Profit.
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	September 1, 2025
BACKGROUND:	This Ordinance gives specific authority to the City to create municipal non-profit business entities for any lawful purpose. Further approvals will be required by City Council to confirm the Mayor's appointments to the board of directors and to approve municipal non-profits' articles of incorporation and bylaws created under this Ordinance.
RECOMMENDATION:	Approve Ordinance 2025-15 upon first reading, and forward to a second reading for final adoption.
ATTACHMENTS:	1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes. 2. Draft Ordinance 2025-15 3. AG Opinion 2011-01

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **ORDINANCE 2025-15: AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION BY ENACTING SEC. 2-256. BY ALLOWING FOR CREATION OF NON-PROFIT BUSINESS ENTITIES; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING 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.

- X 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 statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The Ordinance authorizes the City to incorporate municipal non-profit organizations for any lawful purpose.

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's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) Unknown

(b) Unknown

(c) Unknown

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

Any impacts to business owners in the Central Business District should be minimal and effect a small number of businesses.

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

N/A

SPONSORED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2025-15

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION BY ENACTING SEC. 2-256. BY ALLOWING FOR CREATION OF NON-PROFIT BUSINESS ENTITIES; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2(b) of Article VIII, Florida Constitution, and Section 166.021(1), Florida Statutes, a provision of the "Municipal Home Rule Powers Act," state that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, no statute, ordinance, or law exists which governs or contradicts the ability of a municipality to establish non-profit business entities for the benefit of such municipality's citizens; and

WHEREAS, it is in the interest of the public health, safety, and welfare of the citizens of the City of Neptune Beach to encourage the creation of non-profit business entities to accept donations and grants to be used in furtherance of municipal purposes;

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

SECTION 1. Section 2-256 of the Code of Ordinances, City of Neptune Beach, Florida is hereby enacted to read as follows:

Sec. 2-256. Creation of municipal non-profit business entities.

- (1) A non-profit business entity may be created to accept donations and grants to be used in furtherance of any municipal purposes as defined by Section 166.021, Florida Statutes. Any municipal non-profit business entity established pursuant to this section shall retain only such duties and privileges as are approved by resolution of the city council, which shall include the Articles of Incorporation and Bylaws of such municipal non-profit business entity. Any municipal non-profit business entity established pursuant to this section shall ensure its existence and operation remains in compliance with all applicable laws, including but not limited to those set

forth under Chapter 112, Chapter 119, and Section 286.011, Florida Statutes, as well as section 501(c)(3) of the Internal Revenue Code. Any law cited herein may be amended from time to time. Any such amendment shall be automatically incorporated herein without further action of the counsel.

- (2) The incorporator of any municipal non-profit business entity established under this section shall be the city attorney, and the registered agent of any such municipal non-profit business entity shall be the city clerk. The finances of any municipal non-profit business entity established under this section shall be overseen by the chief financial officer of the City of Neptune Beach. The chief financial officer shall be responsible for any reporting or filing requirements mandated by law.
- (3) Any municipal non-profit business entity shall have three (3) members on its board of directors. Any member of the board of directors shall be a resident of the City of Neptune Beach for at least one (1) year prior to the date of appointment. The chairperson of the board of directors and the president of the municipal non-profit corporation shall be a member of city council. The other two members of the board of directors shall be selected by the mayor and approved by city council. Each member shall serve a two (2) year term, subject to renewal by city council. In no event shall any member of the board of directors serve more than two (2) consecutive terms.

SECTION 2: Codification. The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

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

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

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

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

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

Passed on First Reading this ____ day of _____, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney



OFFICE OF ATTORNEY GENERAL

JAMES UTHMEIER

SAFE ★ STRONG ★ FREE



Contact Us

TOLL FREE: 1-866-9-NO-SCAM

FILE COMPLAINT

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SUNSHINE/PUBLIC RECORDS LAW, NONPROFIT FOUNDATION

[View PDF](#)

Number: AGO 2011-01

Issued February 06, 2011

Subject: Sunshine/Public Records Law, nonprofit foundation

Mr. John J. Hearn
Law Offices of John J. Hearn, P.A.
1917 Northwest 81st Avenue
Coral Springs, Florida 33071

RE: PUBLIC RECORDS LAW – GOVERNMENT IN THE SUNSHINE LAW – MEETINGS – NON-PROFIT CORPORATIONS – FOUNDATIONS – MUNICIPALITIES – whether not-for-profit foundation is subject to Sunshine and Public Records Laws. s. 286.011, Fla. Stat.; Ch. 119, Fla. Stat.

Dear Mr. Hearn:

As Village Attorney for the Village of Biscayne Park, you have asked for my opinion on substantially the following questions:

1. Is the Biscayne Park Foundation, Inc., a not-for-profit foundation created by the Village of Biscayne Park, subject to Florida's Public Records Law, Chapter 119, Florida Statutes?
2. Is the Biscayne Park Foundation, Inc., a not-for-profit foundation created by the Village of Biscayne Park, subject to Florida's Government in the Sunshine Law, section 286.011, Florida Statutes?

In sum:

1. The Biscayne Park Foundation, Inc., is an "agency" for purposes of Chapter 119, Florida Statutes, and subject to the inspection and copying requirements thereof.

2. The Biscayne Park Foundation, Inc., is subject to and must comply with the requirements of section 286.011, Florida Statutes.

The Biscayne Park Foundation, Inc. ("the foundation"), is a 501(c)(3) charitable foundation and a not-for-profit organization that is described on the village's website and in village publications as "the Village's fundraising arm." [1] The foundation is intended to enhance the village's opportunities to raise monies through special events, sponsorships, donations, and grants for the Village of Biscayne Park.

As provided in its Articles of Incorporation, the foundation is "organized exclusively for charitable and educational purposes." The articles describe the purposes for which the corporation was formed:

"1. To raise the educational and social levels of the residents of the Village of Biscayne Park, Florida, to foster and promote community-wide interest and concern for the history and preservation of the Village of Biscayne Park.

2. To aid, support, and assist by gifts, contributions, or otherwise, other corporations, community chests, funds and foundations organized and operated exclusively for charitable, educational or scientific purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation.

3. To do any and all lawful activities which may be necessary, useful, or desirable for the furtherance, accomplishment, fostering, or attaining of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, association, trusts, institution, foundations, or governmental bureaus, departments or agencies.

4. All of the foregoing purposes shall be exercised exclusively [sic] charitable and educational purposes in such a manner that the Corporation will qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law." [2]

According to information you have supplied, the foundation was created by the village, the village manager was the foundation's incorporator, and the principal office of the foundation is located at the village's administrative offices. The sole member of the foundation is the village commission. [3] The village commission nominates and appoints the foundation's board of directors and has the power to remove any member of the board. [4] In addition, vacancies occurring on the board during any term will be filled by the village commission. [5] However, once the board is appointed, the foundation's board exercises full control over the operations of the foundation. [6] The board appoints its own officers and ancillary boards and exercises removal power over those officers. [7] You state that the foundation receives no public funding.

Question One – Public Records Law

Chapter 119, Florida Statutes, the Public Records Law, provides the public access to certain governmental documents. [8] The law is to be construed liberally in favor of openness. [9] When there is any doubt, Florida's courts find in favor of disclosure. [10] The Public Records Law applies to all agencies, including any "business entity acting on behalf of a

public agency." [11] The only agency records that are exempt from inspection and copying under the act are those that are provided confidentiality by statute or those that are expressly exempted by a statute or general or special law. [12]

Resolution of the question of whether a private entity is required to disclose records under the Public Records Law depends on consideration of a number of factors delineated by the Florida Supreme Court in *News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc.* [13] Moreover, notwithstanding consideration of these individual factors, it is the totality of factors that controls the determination. [14] A review of the factors described in the *Schwab* case and application of the facts relating to creation and operation of the Biscayne Park Foundation, Inc., support the conclusion that the foundation is an "agency," such that it must comply with Florida's Public Records Law.

In *News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc.*, [15] the Florida Supreme Court adopted a totality of factors test, which had been utilized by several district courts in determining whether a private entity was subject to Chapter 119, Florida Statutes. The test developed by the *Schwab* Court involved identifying links between the governmental agency and the private entity which should be considered in making the determination; however, no single factor is controlling on the question of whether an entity is subject to the Public Records Law. Rather, all of these factors must be reviewed and weighed in order to determine whether a private organization is an agency for purposes of Chapter 119, Florida Statutes:

"1. Creation – did the public agency play a part in the creation of the private entity?"

The Biscayne Park Foundation, Inc., was created by the Village of Biscayne Park to act on behalf of the village in financing and administering certain charitable, educational and scientific programs.

"2. Funding – has the public agency provided substantial funds, capital or credit to the private entity or is it merely providing funds in consideration for goods or services rendered by the public entity?"

You have advised that the foundation receives no funding from the village. Operation of the foundation appears to be conducted using funds generated through the foundation's fund-raising activities and through the receipt of grants and gifts to the corporation.

"3. Commingling of Funds – whether there is a commingling of funds."

The only funds available to the Biscayne Park Foundation, Inc., are those received by the foundation from its own fundraising activities or through grants and donations.

"4. Public Property – whether the activity is conducted on publicly-owned property."

While you have advised that the foundation "plans not to use Village facilities, equipment, materials or supplies," it appears that the village manager (so identified in the articles of incorporation for the foundation) is the incorporator and registered agent for the foundation; the principal office of the corporation is located at the administrative offices of the village and the foundation's mailing address is the village hall. Further, the email address for the foundation is that of the village clerk of Biscayne Park.

"5. Decision-making process – does the private entity play an integral part in the public agency's decision-making process?"

The foundation plays no apparent role in the village's decision-making process.

"6. Governmental Function – 'whether the private entity is performing a governmental function or a function which the public agency otherwise would perform.'"[16]

The foundation acts as the village's "fundraising arm" in financing and administering certain charitable, educational, and scientific programs of the municipality – a municipal function.

"7. Regulation – does the public agency regulate or otherwise control the private entity's professional activity or judgment?"

The village is the sole member of the foundation and retains considerable control, including the right to remove board members and fill vacancies on the board. Changes to the foundation's articles or bylaws must be approved by the village.

"8. Financial Interest – whether the governmental agency has a substantial financial interest in the private entity."

The village has no financial interest in the foundation as an investor, but has a substantial interest in the foundation and its activities in accomplishing the purposes of the foundation.

"9. Goals – is the goal of the private entity to help the public agency and the citizens served by the agency?"

The expressed goal of the foundation is the enhancement of opportunities for village residents through fundraising on the village's behalf.

A review of the *Schwab* factors as applied to the Biscayne Park Foundation, Inc., would put the foundation squarely in line with a number of Florida cases and Florida Attorney General Opinions[17] concluding that nonprofit entities such as the foundation are subject to the inspection and copying requirements of the Public Records Law.

Among the district court decisions relied on by the *Schwab* Court was that of the Second District Court of Appeal in *Sarasota Herald Tribune Company v. Community Health Corporation, Inc.*,[18] in which the court held that a nonprofit corporation created and funded by the public hospital district to operate as a side-by-side corporation to enhance the services provided by the public hospital was subject to the provisions of Chapter 119, Florida Statutes. However, both *Schwab* and the *Sarasota Herald-Tribune* cases considered private business concerns with a governmental agency as one of their clients.

Your factual situation is more analogous to those court cases that have considered the agency status of private entities providing services that would otherwise be provided by the government such as *Memorial Hospital-West Volusia, Inc. v. News - Journal Corporation*,[19] *Putnam County Humane Society, Inc. v. Woodward*,[20] *Prison Health Services, Inc. v. Lakeland Ledger Publishing Company*,[21] and *Stanfield v. Salvation Army*. [22] These cases were not business entities with a broad client base that were performing an isolated contract for a government client. These cases illustrate the principle that when a private entity undertakes to provide a service otherwise provided by the government, the entity is bound by the Public Records Law to the same extent that the government would be.[23]

Finally, the fact that a private entity is incorporated as a nonprofit corporation is not dispositive on the issue of its status under Chapter 119, Florida Statutes. The relevant question is whether the entity is "acting on behalf of" an agency. ' instant inquiry, the Biscayne Park Foundation, Inc., was created by the Village of Biscayne Park to act as an instrum. y

on behalf of the village in financing and administering certain charitable, educational, and scientific programs. The village is the sole member of the foundation and retains considerable control, including the right to remove board members and fill vacancies on the board. The goals of the foundation are directed toward enhancing the quality of life in the community through fundraising on behalf of the Village of Biscayne Park which appears to constitute a municipal governmental purpose.

In light of the above and applying the "totality of factors" analysis developed by the Florida Supreme Court, I am of the opinion that the Biscayne Park Foundation, Inc., is an "agency" for purposes of Chapter 119, Florida Statutes, and subject to the inspection and copying requirements thereof.

Question Two – Government in the Sunshine Law

Section 286.011, Florida Statutes, the Government in the Sunshine Law, provides in pertinent part:

"All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision . . . at which official acts are to be taken are declared to be public meetings open to the public at all times . . ."

In determining which entities may be covered by the Sunshine Law, the courts have stated that it was the Legislature's intent to extend application of the law so as to bind "every 'board or commission' of the state, or of any county or political subdivision over which it has dominion and control." [24] In addition, when interpreting the Sunshine Law, the law should be liberally construed to give effect to its public purpose. [25]

Although private organizations are generally not subject to the Sunshine Law, open meetings requirements can apply if a public entity has delegated "the performance of its public purpose" to a private entity. [26] The Supreme Court of Florida recognized, in *Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation*, [27] the "natural tension between the privatization of traditionally public services and this State's constitutional commitment to public access to records and meetings concerning public business" [28] and found, in that case, that the delegation of the performance of its public purpose by a public hospital to a private entity would result in the private actor being subject to section 286.011, Florida Statutes, and Article I, section 24(b), Florida Constitution. [29]

In a factual situation similar to the one you have presented, this office considered whether the Pace Property Finance Authority, Inc., which was created by a county and in which the county prescribed the duties of the authority and appointed its initial board of directors, was subject to the Government in the Sunshine Law. In Attorney General Opinion 94-34, the county retained control of the structure and organization of the authority, including, among other things, the power to remove and replace directors, amend the articles of incorporation, and approve any changes in the by-laws. The opinion noted that the authority and its board of directors were clearly subject to the dominion and control of the county and concluded that "as an authority created by the county and subject to its control, the Pace Property Finance Authority, Inc., and its board of directors are subject to the Government in the Sunshine Law."

Like the Pace Property Finance Authority, Inc., the Biscayne Park Foundation, Inc., was created as a nonprofit corporation to act as an instrumentality on behalf of the Village of Biscayne Park and for its benefit in financing and administering certain charitable, educational, and scientific projects. The village commission created the authority, approved its articles of incorporation, and must approve any changes to the articles or the bylaws. The village appointed the members of the board of directors of the authority and continues to control removal and replacement of the board members. There is one member of the corporation and it is the village itself. The combination of these factors leads me to conclude th

foundation is subject to the Government in the Sunshine Law.[30]

Accordingly, I am of the opinion that the Biscayne Park Foundation, Inc., is subject to and must comply with the requirements of section 286.011, Florida Statutes.

Sincerely,

Pam Bondi
Attorney General

PB/tgh

[1] See <http://www.biscayneparkfl.gov/index.asp>, Biscayne Park Foundation, and Village of Biscayne Park, Biscayne Park Foundation Board Member Application.

[2] "Corporate Purposes," Articles of Incorporation of Biscayne Park Foundation, Inc., executed April 10, 2007.

[3] See Bylaw I: Membership, Amended Bylaws of Biscayne Park Foundation, Inc., adopted September 14, 2010.

[4] *Id.* ss. 1, 3, and 5, Bylaw II: Board of Directors.

[5] See s. 4, Bylaw II, *supra* n.3.

[6] Bylaw II: Board of Directors, *supra* n.3.

[7] Bylaw III: Officers, *supra* n.3.

[8] Sections 119.01 and 119.07, Fla. Stat.

[9] *Woolling v. Lamar*, 764 So. 2d 765 (Fla. 5th DCA 2000), *review denied*, 786 So. 2d 1186 (Fla. 2001); *Dade Aviation Consultants v. Knight Ridder, Inc.*, 800 So. 2d 302 (Fla. 3d DCA 2001).

[10] *City of St. Petersburg v. Romine*, 719 So. 2d 19 (Fla. 2d DCA 1998).

[11] Section 119.011(2), Fla. Stat.

[12] Section 119.071, Fla. Stat.; *Wait v. Florida Power & Light Co.*, 372 So. 2d 420 (Fla. 1979); *Miami Herald Publishing Co. v. City of North Miami*, 452 So. 2d 572 (Fla. 3d DCA 1984).

[13] 596 So. 2d 1029 (Fla. 1992).

[14] *Memorial Hospital-West Volusia, Inc. v. News-Journal Corp.*, 729 So. 2d 373, 379 (Fla. 1999) (citing *Schwab, id.* at 1031-32).

[15] 596 So. 2d 1029 (Fla. 1992).

[16] *Schwab, id.* at 1031.

[17] *See, e.g.,* Op. Att'y Gen. Fla. 94-34 (1994) (Pace Property Finance Authority, Inc., created as a Florida nonprofit corporation by Santa Rosa County as an instrumentality of the county to provide assistance in funding and administration of certain governmental programs subject to Ch. 119, Fla. Stat.); Inf. Op. to Ellis, dated March 4, 1994 (rural health networks, established as nonprofit legal entities organized to plan and deliver health care services on a cooperative basis pursuant to s. 381.0406, Fla. Stat., subject to Ch. 119, Fla. Stat.); Op. Att'y Gen. Fla. 95-17 (1995) (South Florida Fair and Palm Beach County Expositions, Inc., created pursuant to Ch. 616, Fla. Stat., subject to Ch. 119, Fla. Stat.).

[18] 582 So. 2d 730 (Fla. 2d DCA 1991).

[19] 729 So. 2d 373 (Fla. 1999).

[20] 740 So. 2d 1238 (Fla. 5th DCA 1999).

[21] 718 So. 2d 204 (Fla. 2d DCA 1998).

[22] 695 So. 2d 501 (Fla. 5th DCA 1997).

[23] *See Dade Aviation Consultants v. Knight Ridder, Inc.*, 800 So. 2d 302 (Fla. 3d DCA 2001).

[24] *See, e.g., Times Publishing Company v. Williams*, 222 So. 2d 470, 473 (Fla. 2d DCA 1969); *City of Miami Beach v. Berns*, 245 So. 2d 38 (Fla. 1971).

[25] *See Board of Public Instruction Of Broward County v. Doran*, 224 So. 2d 693 (Fla. 1969); *Wood v. Marston*, 442 So. 2d 934 (Fla. 1983) (statute should be broadly construed to effect its remedial and protective purposes). *Cf. Cape Coral Medical Center, Inc. v. News-Press Publishing Company, Inc.*, 390 So. 2d 1216, 1218, n.5 (Fla. 2d DCA 1980) (inasmuch as the policies behind Ch. 119, Fla. Stat., and s. 286.011, Fla. Stat., are similar, they should be read together); *Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983); *Krause v. Reno*, 366 So. 2d 1244, 1252 (Fla. 3d DCA 1979), for the proposition that when attempting to apply the open government laws to private organizations, the courts look to Ch. 119 to determine the applicability of the Sunshine Law.

[26] *Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation*, 729 So. 2d 373 (Fla. 1999). *And see Mae Volen Senior Center, Inc. v. Area Agency on Aging*, 978 So. 2d 191 (Fla. 4th DCA 2008), *review denied*, 1 So. 3d 172 (Fla. 2009) (area agencies on aging which are public or private nonprofit organizations designated by the Department of Elder Affairs to coordinate and administer department programs and to provide, through contracting agencies, services for the elderly within a planning and service area are subject to Ch. 119 and s. 286.011, Fla. Stat., when considering any contracts requiring the expenditure of public funds).

[27] 729 So. 2d 373 (Fla. 1999).

[28] *Id.* at 376.

[29] *Supra* n.27 at 383.

[30] *And see* Op. Att'y Gen. Fla. 04-44 (2004) (Sunshine Law applies to Prison Rehabilitative Industries and Diversification

Enterprises [PRIDE], the nonprofit corporation established by state law to manage correctional work programs of the Department of Corrections). *Cf.* Inf. Op. to Martelli, dated July 20, 2009 (State Fair Authority created by statute as a public corporation, is subject to s. 286.011, Fla. Stat.). *See also* Ops. Att'y Gen. Fla. 98-55 (1998) (meetings of the board of directors of the Council on Aging of St. Lucie, Inc., a nonprofit organization incorporated pursuant to the "Community Care for the Elderly Act," must comply with the Sunshine Law); 98-42 (1998) (Florida High School Activities Association, Inc., having been legislatively designated as the governing organization of athletics in Florida public schools, is subject to the Sunshine Law); and 98-01 (1998) (Sunshine Law applies to board of trustees of insurance trust fund created pursuant to collective bargaining agreement between city and employee union).

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Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



Agenda Item #8B
Ord. No. 2025-16
Parking

Agenda Item #10A
Res. No. 2025-17
Payment In-Lieu Fees

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

AGENDA ITEMS:	8B-Ordinance 2025-16: Parking Ordinance 10A -Resolution No. 2025-17, Payment-in-lieu fees
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	September 3, 2025
BACKGROUND:	LDC Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” provides an opportunity for the owner of a property to request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. The purpose of this ordinance is to incentivize payment of the payment in lieu by offering a 20% discount for one-time payments. The Ordinance also establishes a revised payment plan which allows a 20% initial payment (instead of a 50% initial payment) and annual payments (instead of monthly payments) thereafter until the balance is paid in full. The amendment eliminates interest payments except upon default of the payment agreement, at which time the remaining balance shall “accelerate” and become due in full plus interest. The ordinance creates Section 27-481 which establishes criteria for lease agreements between the City and business owners in the Central Business District that encumber the City’s parking spaces by the placement of dumpsters or other uses.
RECOMMENDATION:	Approve Ordinance 2025-16 upon first reading, and forward to a second reading for final adoption. Adopt Resolution Number 2025-17

ATTACHMENTS:	1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes. 2. Draft Ordinance 2025-16 3. Resolution 2025-17 (Item #10A)
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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **ORDINANCE 2025-16: AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27 OF THE UNIFIED LAND DEVELOPMENT REGULATIONS BY REVISING ARTICLE XIII - PARKING AND LOADING SECTION 27-541 PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT; AND BY CREATING SECTION 27-481 ESTABLISHING PROCEDURES FOR ENTERING INTO LEASES WITH BUSINESSES FOR UTILIZING CITY PARKING SPACES FOR DUMPSTERS AND OTHER USES; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; 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.

- X 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:

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

- 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*.

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 statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The Ordinance allows business owners greater flexibility to enter into payment plans for payment-in-lieu of parking agreements by allowing a smaller initial payment (from 50% down to 20%) and annual payments for the remaining balance owed, instead of monthly payments. The Ordinance also eliminates interest payments unless upon default of the agreement at which time payment of the remaining balance shall “accelerate” and payments shall become due in full plus interest. The Ordinance also creates criteria for leasing parking spaces to business owners in the Central Business District that are encumbered by dumpsters or other uses.

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’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) Unknown

(b) Unknown

(c) Unknown

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

All businesses in the incorporated City limit total over. Any impacts to business owners in the Central Business District should be minimal and effect a small number of businesses.

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

N/A



A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27; BY REVISING ARTICLE XIII - PARKING AND LOADING SECTION 27-541 PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT; AND BY CREATING SECTION 27-481 ESTABLISHING PROCEDURES FOR ENTERING INTO LEASES WITH BUSINESSES FOR UTILIZING CITY PARKING SPACES FOR DUMPSTERS AND OTHER USES; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City of Neptune Beach, Florida 27 Unified Land Development Regulations and Code of Ordinances, of the City of Neptune Beach and;

WHEREAS, the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to amend the language contained Section 27-541 of the Code of Ordinances regarding associated with payment-in-lieu of providing off street parking in the Central Business District; and

WHEREAS, the City Council of the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to establish criteria for leases with businesses within the Central Business District for using the City's parking spaces to place dumpsters and other uses by creating Section 27-549 of the Code of Ordinances.

WHEREAS, leasing parking spaces for private use reduces the availability of parking for the public. By charging business owners rent to lease those spaces under the criteria set forth herein ensures that the citizens of Neptune Beach are not negatively impacted and is in accordance with the Florida Constitution, which requires the use of public funds for a public purpose and not a private gain.

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

SECTION 1. Section 27-541 of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~strikethrough~~ text shall mean deletions and underlined text shall mean additions. All amendments are **highlighted** for the benefit of the City Council. All ~~strikethroughs~~, underlines and **highlights** shall be removed after final adoption.):

Sec. 27-541. Payment in-lieu of providing off-street parking in the Central Business District.

In order to facilitate the improvement and redevelopment of properties in the central business district (CBD) in a manner that is consistent with the existing character of the neighborhood, the owner of a property may request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. Any required ADA spaces must still be provided on-site. Requests to use the payment-in-lieu of parking fee for alternative compliance with the off-street parking requirements shall be submitted to the community development department and may be reviewed by the community development board and the community development director, as applicable.

- (1) *Fee calculation.* The amount of the payment to the payment-in-lieu of parking program will allow the City of Neptune Beach to acquire land, finance, design, construct, and carry out maintenance and repairs to public parking facilities; and to perform other necessary and desirable actions to provide improvements to public off-street parking facilities, and to promote parking alternatives and nonvehicular transportation. ~~The amount of the payment shall be a flat amount per space as established by resolution of the city council and updated from time to time.~~
 - a. New construction and existing structures. For new construction and expansion, alteration or rehabilitation, or change of use of an existing structure that results in an increased parking requirement as determined in accordance with the Code the payment in-lieu of parking fee shall be satisfied as determined by the community development department fee adopted by separate city council resolution and updated from time to time. ~~The payment-in-lieu parking fee may be paid to the city in one payment or pursuant to the terms and conditions of a payment plan as more fully described herein. The first payment of fifty (50) percent of the total fee shall be made to the community development department prior to issuance of a building permit for construction of a principal building or structure on the lot or the first certificate of occupancy (whichever comes sooner). The fifty (50) percent balance amount due may be paid in equal monthly payments for up to two (2) years pursuant to the agreement requirements and payment plan detailed in subsections (2) and (3) below.~~
- (2) *In-lieu of parking fee agreement.* The executed agreement shall be recorded by the community development department prior to the issuance of the building permit or certificate of occupancy or certificate of use, as applicable. The obligations imposed by the agreement shall constitute a restrictive covenant upon a property, and shall bind successors, heirs and assigns in favor of the city. The restrictive covenant shall be released by the city only upon full payment of the in-lieu parking fees due. In-lieu of parking fee agreements shall only be made between the city and the owner(s) of the subject property.

- (3) *Fee collection for monthly payment plan.* Property owners may pay the payment-in-lieu of parking fee in accordance with the terms and conditions of a payment plan as determined by the community development department fee adopted by separate city council resolution. The first fee payment for applicants entering into an in-lieu of parking fee agreement shall be paid to the community development department prior to the issuance of a building permit for construction of a principal building or structure on the lot. If no building permit is needed, the first payment shall be due and paid to the community development department at the time the certificate of use, or certificate of occupancy (if required) is issued. ~~The remaining amounts shall be paid in no more than twenty-four (24) monthly payments due on the first day of the first month following the initial fifty (50) percent payment, plus interest in the amount of prime rate percent per annum, until the city has received payment in full of the remaining balance. The prime rate shall be determined at the time of execution of the parking fee agreement and shall be based on the rate established by the Wall Street Journal. If such rate is not available, the city may use such other source as it determines appropriate in its reasonable discretion.~~
- (4) *Administration.* The community development department shall administer the collection of in-lieu funds. The finance department shall administer the collection of monthly fees for applicants entered in an in-lieu of parking fee agreement using information provided in writing by the community development department. Additional payments and procedures for late payments and failure to pay penalties shall be determined by the community development department and adopted by separate city council resolution and included within the in-lieu of parking fee agreement.

SECTION 2: The Code of Ordinances, City of Neptune Beach, Florida, is hereby amended by adding a section, to be numbered 27-549, which section reads as follows (All new text shall be underlined and highlighted for the benefit of the City Council. All underlines and highlights shall be removed after final adoption.):

Sec. 27-481. Establishing lease criteria for encumbrance of parking spaces in the Central Business District.

The City shall enter into a lease agreement with any business owner within the Central Business District that encumbers parking spaces for the placement of a dumpster or other use by the business approved by the City Council. The lease agreement shall be for a term of one year, which shall automatically renew unless either party provides 30-day notice of termination prior to the end of the term. The rent shall be calculated on a per-parking space basis. The value of each parking space shall be determined by the average amount of revenue generated by each space in the Central Business District as reported by the budgetary report provided for the City's annual budget which is published in October of each year. The amount of rent shall be automatically adjusted in the January following each renewal of the lease agreement. Any lease agreement for a dumpster shall require construction of a hard sided gated enclosure that is consistent with the aesthetics and character of the business's building. Construction of all enclosures must meet the

requirements found in the City's Land Development Code. The enclosure shall also meet additional requirements of the waste management vendor to allow unencumbered pick-ups. The lease agreement may contain other terms and conditions negotiated by the City Attorney or City staff and each lease agreement shall be approved by the City Council. The provisions of this part shall apply to all existing leases upon renewal. Staff shall review all leases on an annual basis.

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

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

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

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

(ADOPTION AND SIGNATURE PAGE FOLLOWS)

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

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

Passed on First Reading this ____ day of _____, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

**INTRODUCED BY:
COUNCILOR JOSH
MESSINGER**



Agenda Item #10A
Res. No. 2025-17
Payment In-Lieu Fees

RESOLUTION NO. 2025-17

**RESOLUTION ESTABLISHING PAYMENT IN-LIEU OF
PROVIDING OFF-STREET PARKING IN THE CENTRAL
BUSINESS DISTRICT AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, on August 1, 2022, the City Council adopted Ordinance No.2022-03 Chapter 27 Unified Land Development Code Article VIII Parking and Loading, Section 27-541 "Payment in-lieu of providing off-street parking in the Central Business District" as amended by Ordinance No. 2025-13 on or about September 15, 2025; and,

WHEREAS, Section 27-541 stipulates that a payment in-lieu of providing off-street parking in the Central Business District fees and obligations shall be established by the resolution of the City Council.

WHEREAS, the City of Neptune Beach has determined that the payment of the in-lieu parking fee may be made in one lump sum at a discounted rate, or the payment in-lieu of parking fee may be made in accordance with the terms and conditions of a payment plan; and

WHEREAS, breach of said payment plan shall result in penalties as outlined herein and in an agreement for payment plan.

NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, that a payment in-lieu of providing off-street parking in the Central Business District fee be established at **\$13,500** per parking space. The total payment in-lieu of providing off-street parking fee shall be discounted (20) percent if paid in full in one payment. Payment shall be due and paid to the community development department at the time the certificate of use, or certificate of occupancy (if required) is issued. Fee shall automatically be updated annually in October in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), South Region, Other goods and services, as published by the Bureau of Labor Statistics.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, upon approval by the City Council, the property owner may enter a payment plan agreement for the payment-in-lieu parking fee. Any fee for a payment-in-lieu parking plan shall be calculated on a per-parking space basis. An initial payment of at least twenty (20) percent shall be due and paid to the community development department at the time the certificate of use, or certificate of occupancy (if required) is issued. The remaining amounts shall be paid in equal annual payments, interest free, due

on the first day of the first month following the initial execution of the payment plan agreement. Any payment more than thirty days late shall be considered a material breach of the payment plan agreement. In the event of default, the remaining balance shall "accelerate" and be immediately due and payable in full plus interest. In the event of default for late payment, the City Manager or their designee may approve no more than two 30-day extensions during the term of the payment plan. The interest rate shall be determined at the time of breach of the payment plan agreement and shall be based on the rate established by the Wall Street Journal. If such rate is not available. The city may use such other source as it determines appropriate in its reasonable discretion. In addition to the acceleration payments and charging interest, the City may enforce the payment pan agreement and collect the outstanding balance by any remedies available in law and equity. All terms and conditions in this Resolution shall be included in the payment plan agreement.

This Resolution shall become effective upon adoption of Ordinance 2025-16.

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

Corrine Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:



Paul Waters, City Attorney



Agenda Item #10B **Local 630 MOU**

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

AGENDA ITEM:	Approval of the Liuna Local630 Agreement
SUBMITTED BY:	Jillian McCann, HR Coordinator
DATE:	09/03/2025
BACKGROUND:	The City of Neptune Beach and Liuna Local 630 renegotiate their agreement annually, addressing various aspects such as employee leave plans, working hours, wages, and health insurance. This year's negotiations resulted in the following updates: 1. Exhibit "A": A clerical correction was made to the personal leave accrual schedule. 2. The standby policy was clarified, stating that employees must complete a six-month probationary period before being assigned to standby duty. Additionally, the standard standby pay will be at the employee's base hourly rate. 3. A new storm pay policy was implemented for employees required to report to work during a storm. 4. Clarification was added to the health insurance offer to state that the City reserves the right to negotiate health premiums each year. The City intends to maintain health coverage as follows: it will cover 100% of the dependent coverage for the base plan available to the employee. If an employee chooses a higher plan, the City will pay 100% of the base plan rate, and the employee will be responsible for the remaining cost. 5. The city implemented a memo to policy providing employees with a clothing allowance up to \$260 annually. 6. Revisions to the pay scale will reflect moving the Stormwater Laborer I position and the Utility Laborer position to grade 102 and a 3.5% cost-of-living adjustment (COLA) increase for fiscal years 2025 and 2026. The entire contract will be open for negotiations again in 2026.
BUDGET:	
RECOMMENDATION:	To approve the Memorandum of Understanding
ATTACHMENT:	Liuna Local630 Agreement

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is entered into as of **June 1, 2025** (the "Effective Date") by and among between Northeast Florida Public Employee's Local 630 ("Union"), and the City of Neptune Beach ("Public Employer") in order to provide the modifications to that certain Agreement between the Union and the Public Employer effective March 1, 2025 through September 30, 2026 ("the Bargaining Agreement"). Capitalized terms used within this Memorandum without definition have the meanings given thereto in the Bargaining Agreement.

RECITALS

- A. The Union and Public Employer are parties to the Bargaining Agreement for purposes of assuring a sound and mutually beneficial working and economic relationship between the parties, to provide an orderly and peaceful means of resolving any misunderstandings which may arise, and to set forth herein basic and full Agreement between parties concerning the rates of pay, wages, hours of employment, and other terms and conditions of employment.
- B. The Union and Public Employer desire to make certain modifications to the Bargaining Agreement effective on the Effective Date.

NOW THEREFORE, in consideration of the mutual promises contained in this Memorandum and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the intention to be legally bound, agree as follows:

- 1. The background is incorporated.
- 2. **Article 10.1**, Eligibility and Rate of Earning shall be modified as provided in the attached Exhibit "A" effective *June 1, 2025*.
- 3. **Article 13.7 (a)**, Standby Pay, shall be modified as provided in the attached Exhibit "B" effective *June 1, 2025*.
- 4. **Article 13.11** Storm Pay, shall be established as provided in the attached Exhibit "C", effective *June 1, 2025*.
- 5. **Article 16.5** Employee Benefits shall be modified as provide in Exhibit "D", effective *October 1, 2025*.
- 6. **Article 17.8**, Safety and Health shall be modified as provided in Exhibit "E" effective *October 1, 2025*.
- 7. **Appendix A**, Pay Plan shall be modified as provided in Exhibit "F" effective *October 1, 2025*.
- 8. This Memorandum shall be deemed part of but shall take precedence over and supersede any provisions to the contrary in the Bargaining Agreement. Except as specifically modified by this Memorandum, all the provisions or the Bargaining Agreement remain unmodified and in full force and effect and are hereby ratified and reaffirmed by the parties. All references in the Bargaining Agreement to "this Agreement" or "the Bargaining Agreement" shall be constituted with references to the Bargaining Agreement as amended by this Memorandum. Unless defined herein, capitalized terms shall have the same meaning as in the Bargaining Agreement.
- 9. This Memorandum may not be amended or discharged except by an instrument in writing duly executed by all the parties.
- 10. This Memorandum may be executed in several counterparts with the same effect as if all the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. The delivery of an executed counterpart by facsimile or other means of electronic transmission (such as the delivery of a "pdf" copy by e-mail delivery) shall constitute the delivery of an originally executed counterpart.

Exhibit "A"

10.1 Eligibility and Rate of Earning

(a) Each regular, full-time employee in the bargaining unit shall accrue personal leave with pay at the rate shown in the table below. The number of hours in each employee's workday shall be determined by the position and classification.

Workdays shall be between seven (7) and eight (8) hours.

YEARS OF SERVICE		DAYS ACCRUED PER YEAR
Zero to 5 years		20 days
5 years to 10 years		23 days
10 years to 15 years		26 days
15 years to 20 years		29 days
20 years to 25 years		32 days
25 years or more		35 days

Exhibit "B"

13.7 (a) ~~Standby pay will be paid at a rate of 1.20 hours per day. The standard rate of standby compensation shall be accrued at 1.2 hours of the employee's current base rate of pay for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned. Employees may not convert their standby compensation to compensatory time.~~

Exhibit "C"

13.11 Storm Pay Policy

- a. Employees may be required to report to work during a declared emergency, as defined in paragraph B. The director or their designee will determine who must report on an incident-by-incident basis
- b. Emergency pay shall go into effect after the Mayor and City Council of Neptune Beach declare an emergency and when the City adjusts work schedules for emergency operations. Emergency pay is additional pay for hours worked during the emergency declaration.
- c. **Emergency Standby Pay:** Employees at work on city premises or engaged in waiting to respond to damage or public safety during an emergency declaration.
- d. **Emergency Standby Pay:** Employees at work on city premises or engaged in waiting to respond to damages or public safety during an emergency declaration.
- e. Operational Period – time scheduled for executing a given set of operational actions, typically twelve (12) hours and determined by the director on a case by case basis, either for the emergency or by work assignment.
- f. Unforeseen Circumstances – an unanticipated event or situation that requires immediate attention and response.
- g. Compensation for non-exempt employees **required to work**: Non-exempt employees, including part-time employees, will receive double-time emergency pay for all hours worked during the declared emergency.
- h. Compensation for employees **not required to work**: If employees are sent home during their shift due to an emergency, they will receive **straight pay** for the hours they were scheduled to work but did not complete at the employee's current base hourly rate-. Employees unable to work because of the emergency will receive Emergency Administrative Leave with pay at the employee's current base hourly rate for the regular scheduled hours they were scheduled to work but did not complete.
- i. Sleep time and other time spent in emergency standby mode shall count as hours worked for employees who are required to report to work and are not permitted to leave city premises during the declared emergency.
- j. Hours will not be counted twice for purposes of emergency pay and overtime for the same hours worked under any terms of this policy.

- k. Should the declared emergency occur on a city-observed holiday, the emergency pay policy provisions will apply, and holiday pay policies will not apply (i.e., holiday pay will not be paid).
- l. Employees performing duties outside of their regular duties during a declared emergency will be paid their regular hourly rate, not the pay rate for the services they perform in the declared emergency.
- m. Preparatory activities in anticipation of a declared emergency, such as when a hurricane is approaching, or wind-down activities, such as storm drainage clearance, debris clean-up, and water main breaks, will be compensated in accordance with the regular Collective Bargaining Agreement policy provisions. This includes the period after the event has occurred but before city council officially rescinds the emergency declaration.
- n. Employees who are on a non-work status both immediately before and after the City was closed, such as in the case for Workers' Compensation, those performing military duty, those on FMLA (Family Medical Leave Act), or other applicable leaves shall remain in that status and not be required to report to work rather than receiving Emergency Administrative Leave with pay.
- o. An employee on approved paid time off and not required to report to work for the declared emergency shall be charged leave for which they were previously approved and will not receive emergency pay for the declared emergency.
- p. An employee on a regularly scheduled day off and not required to report to work will not receive emergency pay for the declared emergency.
- q. The Department Head shall have the authority to cancel some or all approved leave on a case-by-case basis prior to and during a declared emergency. Department Heads may alter normal schedules as required, including requiring an employee normally off to report, to meet anticipated needs of the City.
- r. The Department Head or their designee reserves the right to alter employee schedules and shifts during a declared emergency to meet the needs of the department.
- s. In some cases, an early dismissal may be granted to allow employees time to prepare their homes and families for expected emergencies. The dismissal time(s) may vary by department. Employees who depart before the set dismissal time will be charged the appropriate leave in accordance with the City's time off policies.
- t. With prior authorization from the Department Director, any employee unable to report to work during a declared emergency may use personal leave to compensate for the time missed. Requests by employees to be excused from work must be arranged before the emergency or, in the case of unforeseen circumstances, reported to the manager \ as soon as possible before the beginning of the employee's work shift. Employees who are required to work and fail to report during an emergency period shall be subject to disciplinary action, including termination.

Exhibit "D"

16.5 The Public Employer agrees to provide comprehensive health coverage for each employee at no expense to the employee. In addition, the city will provide two health insurance plans; 1) High-Deductible Plan also known as the HSA 128/129 plan, and 2). PPO 05302 plan at no cost to the employee for the employee's dependent coverage. The city reserves the right to negotiate health premiums yearly. The Employer agrees to provide thirty (30) days written notice to the Union of any increase in premiums or any change in benefits which would affect Employees' in the bargaining unit. Upon receipt of the written notice, the Union shall have the right to reopen Article 16.5 for the purpose of negotiations. Negotiations shall begin within thirty (30) days of a written request from the Union.

Exhibit "E"

17.8 After completion of the employee's probationary period the city will provide the employee with a boot allowance up to \$200. Employees must bring their old boots for approval to receive a voucher to purchase new boots with an approved vendor. The city will also provide employees with an annual clothing allowance up to \$260. Employees must provide receipts to the Business Operation Manager for approval of reimbursement before submitting to finance.

Exhibit "F"

FY26 PAY SCALE 3.5% Effective 10/1/2025	GRADE	MIN	MID	MAX
Laborer I	102	\$ 20.96	\$ 24.95	\$ 38.42
Stormwater Laborer I	102	\$ 20.96	\$ 24.95	\$ 38.42
Utility Laborer I	102	\$ 20.96	\$ 24.95	\$ 38.42
Cashier I	102	\$ 20.96	\$ 26.19	\$ 40.33
Inventory Clerk	102	\$ 20.96	\$ 26.19	\$ 40.33
Laborer II	103	\$ 22.00	\$ 27.50	\$ 42.36
Stormwater Laborer II	103	\$ 22.00	\$ 27.50	\$ 42.36
Utility Laborer II	103	\$ 22.00	\$ 27.50	\$ 42.36
Wastewater Treatment Trainee	103	\$ 22.00	\$ 27.50	\$ 42.36
Cashier II	104	\$ 23.10	\$ 28.88	\$ 44.48
Backflow Prevention	105	\$ 24.26	\$ 30.33	\$ 46.70
Carpenter	105	\$ 24.26	\$ 30.33	\$ 46.70
Meter Reader	105	\$ 24.26	\$ 30.33	\$ 46.70
Stormwater Operator	107	\$ 26.75	\$ 33.44	\$ 51.49
Admin. Assistant to Building Official	108	\$ 28.09	\$ 35.11	\$ 54.08
Administrative Assistant	108	\$ 28.09	\$ 35.11	\$ 54.08
Crew Chief	109	\$ 28.09	\$ 35.11	\$ 54.08
Mechanic	109	\$ 29.49	\$ 36.86	\$ 56.77
Lift Station Mechanic	109	\$ 29.49	\$ 36.86	\$ 56.77
Pump Mechanic	109	\$ 29.49	\$ 36.86	\$ 56.77
Water/Wastewater Operator	109	\$ 29.49	\$ 36.86	\$ 56.77
Utility Billing Supervisor/IS Admin	112	\$ 33.91	\$ 42.39	\$ 65.29
Code Enforcement Admin.	112	\$ 33.91	\$ 42.39	\$ 65.29
Maintenance Technician	112	\$ 33.91	\$ 42.39	\$ 65.29
Lead Operator	113	\$ 37.31	\$ 46.64	\$ 71.83
Parks & Streets Supervisor	113	\$ 37.31	\$ 46.64	\$ 71.83
Supervisor Distribution & Collection	113	\$ 37.31	\$ 46.64	\$ 71.83
Plants Division Supervisor	114	\$ 41.04	\$ 51.30	\$ 79.00
Maintenance Supervisor	114	\$ 41.04	\$ 51.30	\$ 79.00

Signature Page

IN WITNESS WHEREOF, those parties have set their signature this _____ day of _____, 2025.

For the Union:

Ronnie Burris, Local630 Business Manager

Angie Bridges, Local630

Michael Johnson, Local630

John Lewis, Local630

Chris Williamson, Local630

Alec Hanner, Local63

For the Public Employer:

Richard J. Pike, City Manager

Paul Waters, City Attorney

Catherine Ponson, CMC, City Clerk

Approved by Council:

Corrine Bylund, Mayor

Agreement

Between

NORTHEAST FLORIDA PUBLIC EMPLOYEE'S
LOCAL 630

Laborers' International Union of North America



and

CITY OF NEPTUNE BEACH, FLORIDA

October 1, 2023, through September 30, 2026

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AGREEMENT

This Agreement is entered into as of October 1, 2020, between the City of Neptune Beach, hereinafter referred to as the Public Employer, and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences that may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours of employment, and other terms and conditions of employment. There are no and shall be no individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this agreement. It is understood that the City of Neptune Beach is engaged in furnishing essential public services that vitally affect the health, safety, comfort, and general well-being of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 - UNION RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those employees (all references to employees in the male gender of this Agreement are used for convenience only, and should be interpreted to include both males and females) in the defined bargaining units commonly known as Blue Collar, White Collar, and Supervisory units (See attached Appendix A, for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean all classified employees who are employed by the City of Neptune Beach and whose classifications appear on the attached Appendix A. Specifically excluded are Department Heads, Division Chiefs, Agency Heads, Managerial and Confidential employees within the meaning of Section 447.203 (4) & (5), Florida Statutes, and all other employees of the City of Neptune Beach and its other Agencies not specifically included in Appendix A.

1.2 It is further understood and agreed that the Business Manager of Local 630, Laborers' International Union of North America, or his alternate, will be the official spokesman for said Union in any matter between the Union and the Public Employer. Any alternate designated by the Business Manager shall be designated in writing, and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 - UNION SECURITY AND CHECK OFF

2.1 Upon receipt of written authorization from an employee covered by this Agreement, the Public Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for twenty-six (26) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues rate will be certified to the Public Employer in writing on the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. It is understood and agreed that the Public Employer will assess a charge no higher than that being charged for other deductions (insurance, credit union, etc.), per deduction per payroll. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with a reason(s) stated therefore, that the remittance is incorrect.

2.2 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any check off of union dues.

2.3 An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives thirty (30) calendar days' notice to the Union and the Public Employer by certified mail. Dues revocation will be made through the Union.

2.4 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pension, credit union, health, and life insurance. Any dues not deducted shall be deducted in the following pay period.

2.5 In accordance with Chapter 447, Florida Statutes, public employees shall have the right to form, join, and participate in or refrain from forming, joining, or participating in an employee organization of their choosing. They shall have the right to be represented by an employee organization of their choosing, and to negotiate collectively through a certified bargaining agent with the Public Employer in the determination of the terms and conditions of their employment.

ARTICLE 3 – MANAGEMENT SECURITY

3.1 The Union and its officers, agents, and members agree that during the life of this Agreement, they shall have no right to institute, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or intentional interruption of employer operations. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this section. The only question that may be raised in any proceeding, (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppages of work, or intentional interruptions of employer operations was violated by the employee to be discharged or otherwise disciplined.

3.2 (a) The Union, its representatives, agents, members, and any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:

1. Soliciting public employees during the working hours of any employee who is involved in the solicitation.
2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hour or in such areas not specifically devoted to the performance of the employees' official duties.
3. Instigating or advocating support, in any positive manner, for any employee organization's activities from high school or grade school students during classroom time.

(b) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

(c) The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this Section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this Section may be discharged or otherwise disciplined by the Public Employer, notwithstanding the provisions of this collective bargaining Agreement.

3.3 The Public Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent workforce. The Public Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of an employee's skill and ability without regard to age, race, color, creed, physical handicap or disability, national origin, or sex. Furthermore, the Public Employer agrees to abide by any applicable Florida Statute pertaining to public employment within the scope of knowledge of the Public Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to subcontract. The Public Employer, in its sole discretion, has the absolute right to delete and/or add employment positions. It is also the right of the Public Employer to direct its employees, promulgate and establish reasonable rules and regulations, take disciplinary action for proper and just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons; provided however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 5 - SPECIAL MEETINGS

5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters relating to wages, hours, and conditions set forth in the request or other subjects relating hereto mutually agreed to. It is understood that these meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union.

ARTICLE 6 – UNION STEWARDS AND UNION REPRESENTATION

6.1 The Public Employer recognizes and shall deal with all accredited union stewards, the Union Business Manager, and any other officer listed in Section 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 Employees covered by this Agreement will be represented by six (6) stewards so designated by the Union. When additional permanent work locations are created, the Public Employer and the Union will meet at the request of either party, to mutually determine the stewardship needs of the Union.

6.3 A written list of the union stewards, and alternates shall be furnished to the Public Employer before the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any changes of such union stewards. Union stewards will not perform any grievance work unless the above has been complied with. The alternate steward shall only perform as a steward in the event of the physical absence of the regular steward.

6.4 Officials of the Union, as designated in Section 1.2 of this Agreement may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. Officials, as designated above, shall be able to talk with employees before or after regular working hours or during the lunch hour of said employees on Public Officials of the Union, Employer property in areas mutually agreed upon by the Union and the Public Employer.

6.5 Arrangements will be made for officers or accredited representatives of the Union to be admitted to the property of the Public Employer during working hours to ascertain whether this Agreement is being observed by the parties, provided such visitation is not disruptive to the workforce. When an area or building belonging to the Public Employer is not normally open for visitation, the Public Employer shall provide a responsible escort to the union officer or accredited representative, provided this service is arranged in advance.

6.6 The Public Employer agrees to meet and discuss with the Union before any action or actions being considered which would have the net effect of reducing the workforce of the defined bargaining unit.

6.7 All personnel files of the employee shall be open for investigation by the appropriate union steward in the investigation of any grievance. However, such investigation shall be either in the presence of or with the oral permission of the Public Employer.

ARTICLE 7 - UNION ACTIVITY

7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases that cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances at Step I and above when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. It is acknowledged that the steward must advise her/his supervisor of the requirement and secure permission before conducting the investigation. Such permission will not be unduly withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Public Employer by conferring with other employees. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergencies occurring during such premium hours that involve suspension or discharge. Supervisory permission shall be given verbally to the union steward provided that said oral authorization ensures adequate control of the steward's time; otherwise, written permission shall be required. If it becomes necessary for a union steward to receive written permission, the Public Employer will provide a form that will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.

7.2 Union stewards shall be active employees and shall be members of the bargaining unit.

7.3 Union representatives, while on public property, and stewards, are subject to the same rules of the Public Employer as all other public employees, except as specifically provided in this Agreement.

7.4 Active solicitation by the Union of grievances and the collection of union monies shall not be engaged in on the Public Employer's property, or working during the hours of those employees being solicited if such is the case.

7.5 While on leave of absence, no employee shall function as a union steward without the mutual consent of the Union and the Public Employer.

7.6 When it becomes necessary for a union steward to enter an area other than his own to conduct union business authorized by this Agreement, he must secure permission from the supervisor of that area and notify him of the general nature of his business. Such permission shall not be unduly withheld.

7.7 Nothing in this Agreement shall be construed to prevent an employee from presenting, at any time, his grievance, in person or by legal counsel, to the Public Employer and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, when in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

7.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint, or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership, or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Public Employer and the Union.

7.9 It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim reasonably and sensibly founded on a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in Article 8, except as otherwise provided for in

Section 447, Florida Statutes. If an employee files a grievance, he shall choose either the union grievance procedure outlined herein, or the Civil Service procedure set forth by ordinance. Once chosen, the employee may not change to another procedure.

8.2 Rules for Grievance Processing:

Step I

The aggrieved employee shall orally present his grievance to her/his immediate supervisor. Either the supervisor or the employee may request that the designated steward be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) working days from the date the grievance was presented to her/him.

Step II

If the grievance is not settled at Step I, the aggrieved employee, within ten (10) working days, shall reduce the grievance to writing, sign it and present it to the appropriate Department Head. The appropriate department head shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days of receipt of the written grievance conduct a meeting between herself/himself, her/his representative, if needed, and the aggrieved employee. The aggrieved employee, at her/his request, may be accompanied at this meeting by her/his Union steward. The appropriate Department Head shall notify the aggrieved employee of her/his decision in writing, with a copy to the Union, no later than ten (10) working days following the date of the meeting.

Step III

If the grievance is not settled at the second step, the aggrieved employee, within ten (10) working days, shall present it to the Neptune Beach City Manager. The City Manager shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the written grievance, conduct a meeting between himself and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by his steward or appropriate Union representative. The City Manager shall notify the aggrieved employee of his decision in writing, with a copy to the Union, not later than ten (10) working days following the date of the meeting.

Rules For Grievance Processing:

It is agreed:

- (a) Grievances must be brought forward as soon as they might reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to his immediate supervisor (Step I) within ten (10) working days after he/she has knowledge of the grievance.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (c) A grievance presented at Step II, and above, shall be dated and signed by the aggrieved employee presenting it. A written decision shall be presented to the aggrieved employee and shall be dated and signed by the Public Employer's representative at that step.
- (d) When a written grievance is presented, the Public Employer's representative shall acknowledge receipt of it and the date thereof, in writing, by e-mail or facsimile transmission.
- (e) A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled based on the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth at any step will entitle the employee to proceed to the next step.

- (f) In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.
- (g) When a grievance is reduced to writing, there shall be outlined in the grievance all the following:
 - 1. A complete statement of the grievance and facts upon which it is based.
 - 2. The section or sections of the Agreement claimed to have been violated.
 - 3. The remedy or correction requested.
- (h) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be retroactive to the date of the occurrence of the violation.
- (i) Grievances filed by the Union affecting two (2) or more employees in accordance with Section 8.1, shall be signed by the designated steward or the appropriate union representative and shall contain the names of the aggrieved employees. Thereafter, it shall follow the procedures as outlined in Article 8, entitled Grievance Procedure.

8.3 Arbitration: If the grievance is not settled in American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. After the panel is received from the American Arbitration Association, the representative of the Union, or the employee and the Public Employer shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. After the American Arbitration Association is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within ten (10) days from the date the arbitrator is notified of his selection to act as arbitrator.

Notwithstanding the provisions of this Section, an arbitrator other than those outlined above may be mutually selected by the parties to the arbitration proceedings.

Section 1: At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) calendar days after the hearing is concluded, or receipt of briefs, whichever is later, to render his written award and findings of fact, provided that the parties may mutually agree in writing to an extension of said limitation.

Section 2: With respect to the interpretation, enforcement, or application of the provisions of the Agreement, the decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. However, the authority and responsibility of the Public Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this Agreement.

Section 3: The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the parties and shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration, or which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be "under oath." The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) presented to him, which question(s) must be actual and existing. Consistent with this Section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievances hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

Section 4: It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents.

Section 5: The cost and expense incurred in the arbitration shall be borne solely by the losing party. If a transcript of the proceedings is requested, then the party so requesting it shall pay for it. If an employee acts independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay the cost of arbitration if the employee loses.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked, or otherwise disciplined except for proper and just cause, and in no event until the employee has been furnished with a written statement of the charges and the reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as outlined in Article 8.

9.2 Employees shall have the right to review their personnel files upon request. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file.

9.3 Reserved

9.4 Reserved

9.5 Resignation: An employee who desires to terminate her/his service with Neptune Beach shall submit a written resignation to the appropriate Department Head. Resignations should normally be submitted ten (10) working days in advance of the final workday. The written resignation, or a copy thereof, shall be filed in the employee's personnel file.

9.6 Any written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the reprimand. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All reprimands shall become null and void after twelve (12) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.

9.7 Any employee subject to dismissal, demotion, suspension, or docking as outlined under Article 9, shall have the right to a pre-disciplinary hearing unless said action is for tardiness, which shall be conducted before dismissal, demotion, suspension, or docking. The appropriate union steward shall be present at such meetings along with the supervisor who made the charges.

ARTICLE 10 - PERSONAL LEAVE PLAN

10.1 Eligibility and Rate of Earning.

- (a) Each regular, full-time employee in the bargaining unit shall accrue personal leave with pay at the rate shown in the table below. The number of hours in each employee's workday shall be determined by the position and classification. Workdays shall be between seven (7) and eight (8) hours.

Years of Service	Days Accrued Per Year
Zero to 5 years	20 <u>days</u>
5 years to 10 years	23 <u>days</u>
10 years to 15 years	26 <u>days</u>
20 years to 25 years 15 years to years	29 <u>days</u>
<u>20 years to 25 years</u>	<u>32 days</u>
25 years or more	35 <u>days</u>

- (b) Employees shall earn leave time based on time actually worked and time on approved leave with pay.
- (c) The rate of accrual shall change to a higher rate on the anniversary date of employment.

10.2 Charging Leave

- (a) Personal leave will be charged in thirty (30) minute increments (0.50 hours).
- (b) Holidays which occur during personal leave, shall be charged against holiday leave, and not against personal leave.
- (c) For purposes of determining overtime payments, personal leave hours shall be counted as time worked.

10.3 Request for Leave.

- (a) Personal leave may be taken only after approval of the appropriate department head. Department Heads will arrange personal leave schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- (b) Requests for personal leave must be submitted in writing at least five (5) days in advance for a personal leave request of two (2) or more consecutive working days. Requests for personal leave of less than two (2) consecutive working days must be submitted as soon as practicable. These advance notice requirements may be waived by the Department Head.
- (c) Personal leave may only be used as earned.

10.4 Use.

Personal leave is intended to replace both vacation leave and sick leave in previous policies. Personal leave may be granted for the following scheduled and unscheduled purposes:

- (a) Vacation
- (b) Sickness
- (c) Absences for transacting personal business which cannot be conducted during off-duty hours.
- (d) Religious holidays other than those designated by the City as official holidays.
- (e) Any scheduled absences from work not covered by other types of leave provisions established by these Rules.

10.5 Unused Personal Leave.

- (a) Personal leave shall accrue to a maximum of four hundred ninety-six (496) hours. Employees who have more than 120 hours accumulated may sell back excess leave to the City, a minimum of 40 hours each quarter. Employees may not sell back time more frequently than once every three (3) months. Upon approval of the City Manager or designee, on a case by case basis, more than ten 80 hours of excess leave may be sold back. Personal leave may be transferred as cash to the City's 457 plan upon request of the employee and approval by the City Manager.
- (b) Upon termination of employment following the completion of five (5) years of service, the employee shall be paid for all unused accrued personal leave on an hour for hour basis. Upon termination of employment with less than five (5) years of service, the employee shall be paid for seventy-five percent (75%) of all unused personal leave on an hour for hour basis.

10.6 Use of Personal Leave as Sick Leave

- (a) Notification. An employee must notify his/her department as early as possible, and no later than thirty (30) minutes before starting time, the day the employee is unable to report to work because of illness. The employee will notify the department of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where that employee is abusing personal leave taken for illness. (Example: Leave for illness is combined with regular days off more than three times annually.)
- (b) The employee must contact his/her department each day that personal leave is being taken as sick leave.
- (c) An employee who is absent due to illness who fails to comply with the rules in this section may be charged with unauthorized leave.
- (d) The City has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his/her classification. This examination may be conducted on City time and at City expense.

ARTICLE 11 - LEAVE OF ABSENCES

11.1 Bereavement Leave.

- (a) All full time regular employees may be granted up to five (5) days off without loss of pay as bereavement leave in the event of death in the immediate family which is defined as, spouse, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, stepparent, step-children, son-in-law, daughter-in-law, uncle, aunt and also include other relatives who permanently reside with the employee. (see definition of immediate family).
- (b) Bereavement leave is limited to ten (10) days per calendar year.
- (c) The employee may be required to provide the department head with proof of death in the immediate family before compensation is approved.
- (d) If additional days off are necessary to attend the funeral of a member of the immediate family, annual leave may be used.
- (e) Employees may be granted four (4) hours without loss of pay as bereavement leave, to either attend or serve as pallbearer at the funeral of another City employee.
- (f) If the employee wishes to attend the funeral of someone outside his/her immediate family, or another City employee, annual leave or leave without pay may be granted.

11.2 Court Leave

- (a) Employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court.
- (b) All regular full time employees subpoenaed to attend court on behalf of the City are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, annual leave or leave without pay may be granted.

- (c) Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court
- (d) Employees required to attend court as stated in Sec. 11.02(a) above who are on scheduled vacation may be allowed to take additional leave with pay for that court time.
- (e) All court attendance must be verified before an employee is compensated.

11.03 Conference Leave

When deemed in the best interest of the City, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's service to the City. All such leave and travel expenses will be recommended by the department head, subject to the approval of the city manager.

11.04 Military Leave

An employee may take military leave in accordance with Chapter 115, Florida Statutes.

11.05 Leave Without Pay

- (a) The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. Any leave of absence must have the approval of the city manager.
- (b) The following provisions apply to leave without pay:
 - 1. An employee granted a leave of absence must keep the department informed of his/her current activity and current address.
 - 2. An employee who obtains either part time or full time employment elsewhere while on an authorized leave of absence is required to notify the department in writing within three (3) days of accepting such employment.

3. Failure to comply with all of the above items will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 4. Any employee granted a leave of absence shall contact the department head at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
 5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
 6. Medical leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.
- (c) A leave without pay shall not constitute a break in service, but the time will not be credited toward retirement. Employees who have a break in service from employment with the City, if rehired, shall have their previous service counted towards longevity and retirement. It will be the employees responsibility to make any required payments to the pension plan to connect time.

ARTICLE 12 - HOLIDAYS

Employees in the bargaining unit shall observe those days established by this Agreement and City Ordinance which consist of the following:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
National Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas	December 25

Two (2) Personal Days:

The two (2) Personal days shall be selected by the employee but must be approved by management. The personal days must be taken in the calendar year or be forfeited.

Any other day than those listed above may be taken under holiday conditions when such a day is officially declared as a holiday by the Neptune Beach City Council.

12.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the Public Employer shall schedule the employee to take a day off at another date mutually agreed to or compensate him at the straight time rate in order to equalize the observed legal holidays in Section 12.1.

12.3 Any employee of the bargaining unit who shall be required to perform work or to render service on one of the holidays listed in Section 11.1, shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate for any hours worked, in addition to his straight time pay for the holiday. The Public Employer may elect to schedule the employee to take off at another date mutually agreed to by the employee and the Public Employer, at the same rates as overtime payment. In the event the Public Employer elects to schedule a ten (10) hour workday, forty (40) hour workweek, the eight (8) hours referred to above shall automatically convert to ten (10) hours. A list of employees required to work on any holiday or holidays shall be in writing and posted at the Public Works Yard.

12.4 All employees shall receive payment for any paid holiday unless:

- (a) He has an unexcused absence on the last regular work day proceeding such holiday, or on the next regular work day following such holiday.
- (b) Having been scheduled to work on such holiday, he fails to report for work without justifiable reason for such absence.

12.5 Whenever any of the holidays established by this Agreement falls on a Sunday, the following Monday shall be observed as the official holiday. Whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. The only exception to the above shall be those persons within the Department who are assigned to a "shift schedule." These employees shall observe the actual day of the holiday for purposes of pay.

ARTICLE 13 - HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work and computation of overtime. All employees within the defined bargaining unit shall be placed within one of the following schedules.

13.2 For the purpose of computing the pay of employees, the following standards shall govern the pay period, work week, the work day and the normal shift hours.

Work Week

168 hours from starting time

Workday

24 hours from starting time

Normal Shift Hours

8 hours, exclusive of lunch

13.3 The standard work week shall consist of seven (7) consecutive 24-hour periods. The day of the week period begins, and ends shall be determined by the city based on legitimate business needs. Overtime shall be paid at the rate of one and a half (1 ½) times the regular rate of pay for all hours worked over eight (8) hours in a single day.

(a) The ten (10) hour work day shall normally consist of four (4) consecutive ten (10) hour work days, Monday through Friday, between the hours of 7:30 AM and 6:00 PM. except for those personnel who are assigned to the Wastewater plant and may be subject to nonconsecutive days. Overtime will be paid at the rate of time and one-half (1 - 1/2) for all hours worked in excess of ten (10) hours in a single workday.

13.4 The work and rest days of employees shall be scheduled consecutively where possible.

13.5 Compensation for overtime will be in the form of cash payment unless compensatory time is mutually agreeable by the employee and the Department Head or designee. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act (FLSA) may accrue up to forty (40) hours of compensatory time per quarter, which must be used within the quarter in which it is earned. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash. If compensatory time is not used by the end of the quarter, the employee shall be paid for the hours not used at the end of the quarter. Accrued compensatory time may be taken when authorized by the Department Head or designee and in accordance with City Policy. Requests for compensatory leave shall be in accordance with Article 10.

13.6 Personal leave, holiday leave, annual military training leave and leave while on active payroll due to an on-the-job injury shall be construed as time worked for the purpose of payroll computations.

13.7 An employee who has left his place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of two (2) hours at time and one-half (1 - 1/2) his regular rate. The employee who is called out shall be paid for actual time worked with a minimum of two hours. If the employee can resolve the issue without commuting to work, a minimum payment of one hour at time and half (1 1/2) shall be paid to the employee. The employee shall not receive the "call out" pay for any subsequent call out during the two hours following the original callout. The minimum time provided herein does not apply if an early call in period extends into the start of the employee's regular work period.

13.7 (a) Standby pay will be paid at a rate of 1.2 hours per day. Standby Pay

13.7 a. Employees must complete their six-month probationary period before being assigned to standby, also known as on call. The standard rate of standby compensation shall be accrued at 1.2 hours of the employee's current base hourly rate of pay for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby is earned. Employees may not convert their standby compensation to compensatory time.

13.8 No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.

13.9 Premium payment shall not be duplicated for the same hours worked under any of the terms of this Agreement.

13.10 It is the responsibility of the Public Employer to distribute the opportunity for overtime work equally among employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or geographical work area. It is understood that the sharing of overtime shall not delay nor increase the Public Employer's cost of operation. Overtime records of the Public Employer shall be made available to union officials when requested to resolve any question involving distribution of overtime. It is understood that

nothing in this Article shall require payment for overtime hours not worked.

13.11 Storm Pay Policy

- a. Employees may be required to report to work during a declared emergency, as defined in paragraph B. The director or their designee will determine who must report on an incident-by-incident basis
- b. Emergency pay shall go into effect after the Mayor and City Council of Neptune Beach declare an emergency and when the City adjusts work schedules for emergency operations. Emergency pay is additional pay for hours worked during the emergency declaration.
- c. Operational Period – time scheduled for executing a given set of operational actions, typically twelve (12) hours and determined by the director on a case by case basis, either for the emergency or by work assignment.
- d. Unforeseen Circumstances – an unanticipated event or situation that requires immediate attention and response.
- e. Compensation for non-exempt employees **required to work**: Non-exempt employees, including part-time employees, will receive double-time emergency pay for all hours worked during the declared emergency.
- f. Compensation for employees **not required to work**: If employees are sent home during their shift due to an emergency, they will receive **straight pay** for the hours they were scheduled to work but did not complete at the employee's current base hourly rate-. Employees unable to work because of the emergency will receive Emergency Administrative Leave with pay at the employee's current base hourly rate for the regular scheduled hours they were scheduled to work but did not complete.
- g. Sleep time and other time spent in emergency standby mode shall count as hours worked for employees who are required to report to work and are not permitted to leave city premises during the declared emergency.
- h. Hours will not be counted twice for purposes of emergency pay and overtime for the same hours worked under any terms of this policy.
- i. Should the declared emergency occur on a city-observed holiday, the emergency pay policy provisions will apply, and holiday pay policies will not apply (i.e., holiday pay will not be paid).
- j. Employees performing duties outside of their regular duties during a declared emergency will be paid their regular hourly rate, not the pay rate for the services they perform in the declared emergency.
- k. Preparatory activities in anticipation of a declared emergency, such as when a hurricane is approaching, or wind-down activities, such as storm drainage clearance, debris clean-up, and water main breaks, will be compensated in accordance with the regular Collective Bargaining Agreement policy provisions. This includes the period after the event has occurred but before city council officially rescinds the emergency declaration.
- l. Employees who are on a non-work status both immediately before and after the City was closed, such as in the case for Workers' Compensation, those performing military duty, those on FMLA (Family Medical Leave Act), or other applicable leaves shall remain in that status and not be required to report to work rather than receiving Emergency Administrative Leave with pay.

- m. An employee on approved paid time off and not required to report to work for the declared emergency shall be charged leave for which they were previously approved and will not receive emergency pay for the declared emergency.
- n. An employee on a regularly scheduled day off and not required to report to work will not receive emergency pay for the declared emergency.
- o. The Department Head shall have the authority to cancel some or all approved leave on a case-by-case basis prior to and during a declared emergency. Department Heads may alter normal schedules as required, including requiring an employee normally off to report, to meet anticipated needs of the City.
- p. The Department Head or their designee reserves the right to alter employee schedules and shifts during a declared emergency to meet the needs of the department.
- q. In some cases, an early dismissal may be granted to allow employees time to prepare their homes and families for expected emergencies. The dismissal time(s) may vary by department. Employees who depart before the set dismissal time will be charged the appropriate leave in accordance with the City's time off policies.
- r. With prior authorization from the Department Director, any employee unable to report to work during a declared emergency may use personal leave to compensate for the time missed. Requests by employees to be excused from work must be arranged before the emergency or, in the case of unforeseen circumstances, reported to the manager \ as soon as possible before the beginning of the employee's work shift. Employees who are required to work and fail to report during an emergency period shall be subject to disciplinary action, including termination.

~~13.11~~13.12 The Public Employer will provide a meal or pay a meal allowance in the sum of ten (\$10.00) dollars when an employee is required to work for four (4) hours beyond his regular shift without a meal break.

~~13.12~~13.13 _____ If inclement weather conditions do not permit the employee to perform his regularly scheduled duties and there is no other work available in line with his normal duties, the employee may be given the option to perform other work in a lower classification. In no case shall he be sent home without pay or forced to use accrued vacation or sick leave. Public Employer is sole judge of whether work is available. However, the employee may elect to request vacation leave.

~~13.13~~13.14 _____ No employee shall absent himself from duty without authorized leave except in cases of sickness or emergency. An employee who is absent without authorized leave of absence for three (3) consecutive working days shall be deemed to have abandoned his position and to have resigned, unless he shall within a period of ten (10) working days following said three (3) days, prove to the satisfaction of the City Manager that the absences were excusable.

ARTICLE 14 - WAGES

14.1 Effective October 1, 2023 all employees covered by this agreement shall have their base hourly rate of pay increased by 3.5%.

- (a) All employees shall receive a twenty-five (\$25.00) dollar per month increase after the completion of each five (5) continuous years of employment.
- (b) Additional State licenses obtained by Water and/or Wastewater treatment plant operators will be recognized by an increase in the salary of each employee that produces sufficient evidence of obtaining licensure by \$0.25 per hour per relevant state license. The amount does not compound each year and shall only remain for as long as a license is valid or active. The limit for any single employee is two (2) additional licenses. .
- (c) Employees are eligible to receive a \$0.25 per hour increase in salary for the completion of duty-specific certification or license that is above the criteria required within that employees job description. The amount does not compound each year and shall remain for as long as the license or certification is valid and active. The limit for any single employee is two (2) licenses or certifications.

14.2

- (a) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during her/his probationary period, she/he shall be eligible for any increases he normally would have received had he not been demoted.
- (b) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in the class prior to the promotion.
- (c) When a transfer not involving promotion or demotion is made from one position to another with the same basic pay rate, the base pay of the transferred employee shall remain unchanged.

14.3 The following administrative procedures shall be adhered to in the implementation of the pay plan for employees in the bargaining unit.

(a) Entrance Salary Determination:

1. Original appointment to any position shall be made at the entrance rate. Upon recommendation of the immediate supervisor, the City Manager may approve initial compensation at a higher rate than the minimum rate in the salary range for the class when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. The City Manager agrees to notify the Union of any such proposal to hire an employee whose initial compensation would be at a higher rate than the minimum rate for the position being considered at least one (1) week prior to filling the position.
2. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall be at the lowest level in the higher range that will provide an increase of at least five percent (5%) over the rate received immediately prior to promotion.

(b) Advancements Within a Salary Range:

1. Upon satisfactory completion of a six (6) month probationary period after initial appointment or promotion, the entrance the salary of the employee shall be advanced five-percent (5%) in the salary range of the class to which the position is allocated, unless the pay during the probationary period was the maximum for the salary range, in which case there shall be no increase.
2. In no event shall the base pay of the employee exceed the base pay of that employee's supervisor. In the event of a new supervisor being hired or promoted at a lesser rate of pay, the employee's pay would not be reduced.

3. For purposes of determining whether or not the employee has satisfactorily completed his probationary period or is eligible for a merit increase, the Department Head shall notify the City Manager in writing of the Department Head's recommendation for any end-of-probation or merit increase. If the employee's performance has not been graded as above average during the time period involved, the employee's merit increase will be delayed pending improvement. Employees who have had their merit or end-of-probationary increase delayed shall be reevaluated quarterly, or sooner if improvement is noted. The employee shall be advised in writing as to the reason his merit or end-of-probationary increase was not granted. Employees who do not receive a merit increase or believe the Employer has not complied with the evaluation procedures, may utilize the grievance procedure contained within this Agreement.

14.4 Any employee performing the duties of any classification above his permanent classification and who is assigned that classification by the immediate supervisor, shall receive pay at the rate of that higher classification. The rate of pay for the higher classification shall be an increase of at least five percent (5%) or the entrance level of the higher classification, whichever is greater.

14.5 All employees within the bargaining unit shall be covered by a written description of his job duties in the form of employee job specifications. The official copy of such job descriptions shall be filed and maintained in the City Clerk's office. Copies of the job descriptions shall be made available upon reasonable request by the employee. The job specifications shall contain the following information:

- (a) Kind of work, examples of work, knowledge, skills and abilities.

If the City of Neptune Beach, or their designees, determines that the employees' job specifications need to be changed, added to, deleted, or amended, the Public Employer will notify the Union of the intended changes. Copies of the proposed changes will be forwarded to the Union along with the above notification. Changes, additions, deletions or amendments must bear the signature of the Business Manager prior to finalization. After finalization, a copy of the revised specifications shall be forwarded to the Union as soon as is possible.

ARTICLE 15 - INJURY-IN-LINE-OF-DUTY

15.1 Employees covered by this Agreement shall be entitled to injury-in-line-of-duty leave at regular pay (reduced by the amount of Workmen's Compensation received in the form of temporary disability paid by reason of such injury) when absent from duties because of personal injury received in the discharge of duty.

Duration of Salary Supplement: Leave of any such employee shall be authorized for a total of days not to exceed thirty (30) working days for each fiscal year, provided, however, the City Manager, with a concurring medical opinion, may grant, under such circumstances as would warrant, additional injury-in line-of-duty leave for such term and under conditions as the appointing authority, in its sole discretion, shall deem proper.

Claims: Any such employee who has any claim for compensation under this section shall file a claim in the manner prescribed in Chapter 440, Florida Statutes, by the end of each month during which such absence has occurred. The appointing authority may approve such claims when it is satisfied that the claim correctly states that facts and that such claim is entitled to payment.

ARTICLE 16 - EMPLOYEE BENEFITS

16.1 In the event of an employee's death, payment shall be made for any and all accrued overtime, personal leave, unused holiday time and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law and only in the following sequence: to the wife or husband; or to any child or children over the age of eighteen (18); or to the designated guardian if the child or children are under the age of eighteen (18); or the father or mother; or thereafter to the designated administrator of the deceased employee's estate.

16.2 Where an employee is required to use her/his personal automobile in the performance of her/his duties, she/he will be reimbursed for operating expenses at the Internal Revenue Service (IRS) rate for that year per mile traveled. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties.

16.3 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) after the regular scheduled work period, it shall be considered sufficient time for voting.

16.4 The Public Employer agrees to provide employees with a basic life insurance program under the present group program of Neptune Beach equal to, or greater than the amount of the employees' annual base salary, with benefits and premiums as established by the contract with the current carrier at no cost to the employee. The employee may purchase additional coverage under this policy at her/his option and expense, under the same benefit and premium as the coverage paid by the Public Employer.

16.5 The Public Employer agrees to provide comprehensive health coverage for each employee at no expense to the employee. In addition, the city will provide two health insurance plans; 1) High-Deductible Plan also known as the HSA 128/129 plan, and 2). PPO 05302 plan at no cost to the employee for the employee's dependent coverage. The city reserves the right to negotiate health premiums yearly. In addition, the Employer will provide the Employee with a two hundred ninety dollars and fifty four cent (\$290.54) stipend to cover costs of their current health election premium effective March 1, 2023. Furthermore, the Employer agrees to pay fifty (50%) percent of the cost for dependent's coverage under the same plan covering the employees for the three (3) year term of this contract. The Employer agrees to provide thirty (30) days written notice to the Union of any increase in premiums or any change in benefits which would affect Employees' in the bargaining unit. Upon receipt of the written notice, the Union shall have the right to reopen Article 16.5 for the purpose of negotiations. Negotiations shall begin within thirty (30) days of a written request from the Union.

16.6 The Public Employer will deduct and transmit bi-weekly to the Northeast Florida Public Employees PAC Fund five (5) cents for each hour worked from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee. The Public Employer shall deduct an administrative fee of 1/10th of 1% (.001) from the amount to be transmitted.

16.7 The Public Employer will deduct and transmit monthly to the Northeast Florida Public Employees Group Legal Plan, ten dollars (\$10.00) from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee.

16.8 An employee may revoke his authorization for deduction of PAC Fund or the Group Legal Plan, provided the employee gives thirty (30) days' notice to the employee organization and the Public Employer by written notice. The Public Employer shall terminate such deductions on the pay date immediately following the expiration of the thirty (30) day notice period.

16.9 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any deduction for the PAC Fund or Group Legal Plan.

16.10 The Employer agrees to provide a payroll deduction process that is available to employees in the bargaining unity for various group plans. These group plans administered by the Agent of Record so designated by the Union. The Employer may assess an administrative charge not to exceed six (6) cents per deduction, per payroll. The Union agrees to indemnify and hold the Employer harmless against any lawsuits brought against the Employer as a result of this payroll process, and the Employer assumes no liability to or for the Unions Agent of Record.

ARTICLE 17 - SAFETY AND HEALTH

17.1 The Public Employer agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Public Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Public Employer in accordance with established safety practices. Such practices may be improved from time to time by the Public Employer upon recommendation of the Union. Such protective devices, apparel, and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

17.3 Clean and adequate restroom facilities, including showers, shall be provided at the discretion of the Public Employer. If within the discretion of the Public Employer, an employee from a work incident is required to change clothing, he may be allowed leave with pay to do so.

17.4 No employee shall be directed to operate unsafe equipment or to perform unsafe acts.

17.5 The Public Employer agrees to provide first-aid kits to be accessible to employees. The Public Employer agrees to provide transportation for employees to and from medical facilities if an injury on the job requires such transportation.

17.6 The Public Employer agrees to furnish, at no cost to the employee, safety vests, steel-toed shoes, water-repellant boots, and work gloves, where necessary. The Public Employer agrees to continue to provide all employees with uniforms for their protection. No employee shall be directed to perform work in any rain or water without the proper wearing apparel which will be furnished by the Public Employer. Whenever uniforms are provided for the employees, such uniforms must be worn at all times when on duty, and the Union agrees that willful neglect and failure by an employee to properly wear such uniforms shall be just cause for disciplinary action.

17.7 After initial employment with the Employer, in those activities where safety shoes are required to be worn, the City will furnish each employee two (2) pairs of ANSI Z41, or ASTM F2413 compliant footwear. Thereafter, the City will reimburse employees up to \$200.00 towards the purchase of replacement ANSI Z41, or ASTM F2413 compliant footwear. The replacement of ANSI Z41, or ASTM F2413 compliant footwear will normally be limited to one (1) pair a year. The replacement of more than one (1) pair of ANSI Z41, or ASTM F2413 compliant footwear during the year will be at the discretion of the City. Employees are required to produce a receipt and comply with applicable policies and procedures for reimbursement.

17.8 After completion of the employee's probationary period the city will provide the employee with a boot allowance up to \$200. Employees must bring their old boots for approval to receive a voucher to purchase new boots with an approved vendor. The city will also provide employees with an annual clothing allowance up to \$260. Employees must provide receipts to the Business Operation Manager for approval of reimbursement before submitting to finance.
17.7

ARTICLE 18 - BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each work location where the employees are required to report for work assignments. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Public Employer.

18.2 The Union agrees that it shall use space on bulletin boards provided for in Section 18.1 above, only for the following purposes:

Notices of Union Meetings Union Elections

Reports of Union Committees Rulings and Policies of the Union

Recreational and Social Affairs of the Union Notices of Public Bodies

18.3 No material, notices, or announcements shall be posted by the Union which contains anything political or controversial, or anything adversely reflecting upon Neptune Beach, its agencies, its employees, or any labor organization among its employees. Any proven violation of this Section by the Union shall entitle the Public Employer to cancel immediately the provisions of this Section and to remove that bulletin board or the partial use thereof.

ARTICLE 19 - Reserved

ARTICLE 20 – MILITARY LEAVE

20.1 Leave of absence and re-employment rights of employees inducted into the military service shall be as contained in Title 38, U.S.C., Section 2021, effective December 3, 1974, and as the same may be amended from time to time.

20.2 Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual military training periods, shall be allowed not more than seventeen (17) consecutive calendar days to attend such training periods. Such training leave may be deducted from annual vacation leave at the request of the employee. Such leave shall not result in loss of seniority or benefits. Employees requesting this annual military training leave are responsible for notifying their supervisors as soon as possible of the dates for such training periods and for providing an official set of orders.

20.3 Employees who are members of the reserve components mentioned above, and who are required to attend regularly scheduled training assemblies throughout the year, may, upon due notice and request, apply for vacation leave to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

ARTICLE 21 – SEVERABILITY

21.1 In the event any Article, Section or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the court's decision, and upon issuance of such decision, the Public Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 22 - SAVINGS CLAUSE

22.1 The Public Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.

22.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit, shall apply to the extent that they are not in conflict with the provisions of this Agreement.

ARTICLE 23 - TIME CLOCKS

23.1 The Public Employer, in its sole discretion, may employ time clocks for control and pay purposes. The time clock procedures shall be applied uniformly at each reporting location.

ARTICLE 24 - SENIORITY

24.1 Seniority shall be defined as the length of continuous employment with the City of Neptune Beach. Seniority shall be acquired by a full-time employee after satisfactory completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.

24.2 In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the City of Neptune Beach.

24.3 Any employee with one (1) year or more of service who is laid off for any reason other than cause as defined in Article 9 of this Agreement, shall receive severance pay in the amount of wages for ten (10) working days.

24.4 Whenever an employee is demoted to a position for which he is qualified, he shall receive the salary performance level in that lower range, which provides either no decrease or the smallest decrease in pay if the action is not for cause as outlined in Article 9 of this Agreement.

24.5 In regard to overtime and vacation, seniority will be defined as the length of continuous time in any specific classification. If an employee is involuntarily transferred from one department to another in the same classification, he shall carry with him both the City and job seniority that he has already acquired.

24.6 Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority is not broken when an employee is on an approved leave of absence without pay, but seniority does not accumulate during this period.

24.7 Seniority shall be broken when an employee:

- (a) Resigns;
- (b) Is discharged for just cause ;
- (c) Exceeds an authorized leave of absence.

ARTICLE 25 - JOB QUALIFICATIONS AND PROMOTIONS

25.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted in advance on all bulletin boards. A copy of the notices of job openings will be given to the appropriate union steward at the time of posting.

25.2 Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job. The qualified employee with the greatest seniority shall be promoted.

25.3 For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Appendix A for which funds have been appropriated).

25.4 Whenever a vacancy exists, the position will be posted at least five (5) working days in advance on the appropriate bulletin boards at each work reporting location. Employees desiring to be considered for such vacancy shall make written application for the position on forms provided by the Public Employer no later than 5:00 PM on the closing date set forth on the promotional announcement.

25.5 The appropriate department head shall make all determinations of the qualifications of the applicants applying for promotion. Among those employees determined to be qualified to perform the work required, the employee determined by the Public Employer through the use of an objective testing criteria to be the best qualified shall be appointed to the position. In the event of more than one current employee having equal scores or in the event that objective testing is not used, the employee with the greatest seniority shall be appointed to the position.

25.6 Any employee that feels he was unjustly passed over for promotion, shall have the right to appeal his rejection through the grievance procedure starting with Step III.

ARTICLE 26 - RESERVED

ARTICLE 27 - WORK POLICIES

27.1 The Public Employer agrees to provide all employees of the bargaining unit with written copies of any proposed work policies and/or rules formulated and adopted after the effective date of this Agreement. The Public Employer further agrees, where possible, to send a written copy to the Union at least ten (10) days prior to the effective date of such policy and/or rule. It is agreed that work policies and rules shall not conflict or exert precedence over this Agreement. All policies and procedures shall be applied uniformly and consistently throughout the bargaining unit.

27.2 Drug Testing Policy - Drugs To Be Tested For

It is the intent of the Public Employer and the Union, that the City of Neptune Beach be a "Drug Free Workplace".

When drug and alcohol screening is required under the provisions of the Section, urinalysis test will be given to detect the presence of the drug groups listed below.

The following cutoff levels shall be used for the first specimen screening. All levels equal to or exceeding these levels shall be reported as positive:

- A. Alcohol (Ethyl) 0.04 g%
- B. Amphetamines (e.g., Speed) 1,000 mg/ml
- C. Barbiturate (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital) 300 mg /ml
- D. Cocaine 300 mg/ml
- E. Methaqualone (e.g., Quaalude) 300 mg/ml
- F. Opiates (e.g. Codeine, Heroin, Morphine, Mydromophone, Hydrocodone) 300 Mg/ml
- G. Phencyclidine (PCP) 25 Mg/ml
- H. THC (Marijuana) 100 Mg/ml

27.3 Job Applicant Testing: General Standard

All applicants for employment will be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment. Any applicant who refuses to consent to a drug and alcohol test will be denied employment with the City. Job applicants will be denied employment with the City if their initial tests reflect the presence of drugs or alcohol above the prescribed limits.

27.4 Current Employee Testing: General Standard

A. The Public Employer may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief based on specific facts and reasonable inferences drawn from those facts, which an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;
2. A work-related accident involving personal injury or property damage which could result in liability of or loss to the Employer;
3. Direct observation of drug or alcohol use;
4. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

B. Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate department head or designee, with a copy to the Union. The employee shall be informed by the department head that he has a right to confer with a union representative prior to an exam being administered, however, the absence of an available union representative shall not preclude the Public Employer with proceeding with testing after a reasonable effort has been made to contact a union representative.

27.5 *Supervisor Training*

The Public Employer shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that give rise to a reasonable suspicion of drug or alcohol use, as well as knowledge of the availability of referral and treatment services.

27.6 *Prior Notice of Testing Policy*

The Public Employer shall provide written notice of its drug and alcohol testing policy to all employees. The notice shall contain the following information.

- A. The need for drug and alcohol testing.
- B. The circumstances under which testing may be required.
- C. The procedures for confirming an initial positive drug test result.
- D. The consequences of a confirmed positive test result.
- E. The consequences of refusing to undergo a drug and alcohol test.
- F. The right to explain a positive test result and the appeal procedures available.
- G. The availability of drug abuse counseling and referral services.

27.7 *Consent*

- A. Before a drug and alcohol test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of test results to those city officials whose job requires direct access to such information. The consent form shall provide space for employees to acknowledge that they have been notified of the Public Employer's drug testing policy and to indicate current or recent use of prescription or over-the-counter medications.
- B. The consent form shall also set forth the following information:
 - 1. The procedure for confirming an initial positive test result.
 - 2. The consequences of a confirmed positive test result.
 - 3. The right to explain a confirmed positive test result.
 - 4. The consequences of refusing to undergo a drug and alcohol test.

27.8 *Refusal to Consent :*

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified is subject to disciplinary action up to and including termination. The reason (s) for the refusal shall be considered in determining the appropriate disciplinary action.

27.9 *Confirmation of Test Results*

- A. An employee whose drug test yields a positive result shall be given a second test using a gas chromatography /mass spectrometry (GC\MS) test. The second test shall use a portion of the same test sample withdrawn from the employee or applicant for use in the first test.
- B. If the second test confirms the positive test result, the employee shall be notified of the result in writing by the appropriate department Head or designee; the particular substance found and its concentration level.

The following cutoff levels shall be used for the confirmation screening. All levels equal to or exceeding these levels shall be reported as positive:

1. Alcohol (Ethyl)	0.04 g%
2. Amphetamines (e.g., Speed)	500 mg/ml
3. Barbiturates (e.g., Am barbital, But barbital, Phenobarbital, Secobarbital)	150 mg/ml
4. Cocaine	150 mg/ml
5. Methaqualone (e.g., Quaalude)	150mg/ml
6. Opiates (e.g., Codeine, Heroin, Morphine,	300 mg/ml
7. Mydromorphone, Hydrocodone)	
8. Phencyclidine (PCP)	25 mg/ml
9. THC (Marijuana)	15 mg/ml

- C. An employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the same sample at a laboratory accredited by the Joint Commission Accreditation of Hospitals (JCAH).

27.10 *Consequences of a Confirmed Positive Test Result*

If an employee's positive test result has been confirmed, the employee is subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include the employee's work history, length of employment, current job performance, and the existence of past disciplinary actions. No disciplinary action may be taken against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through an approved Employee Assistance Program (EAP), and thereafter refrain from violating the Public Employer's policy on drug and alcohol abuse.

27.11 *The Right To A Hearing*

- A. If an employee's positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. The employee must make a written request for a hearing to the appropriate department head or designee within fifteen (15) days of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel and/or a union representative, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them.
- B. No adverse personnel action may be taken against an employee based on a confirmed positive drug test result unless and until the City Manager finds by a preponderance of the evidence that:
 - 1. The employee's supervisor had reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job.
 - 2. The employee's drug test results are accurate.
- C. Within twenty (20) days following the close of the hearing, the City Manager shall issue a written decision and a brief summary of the facts and evidence supporting that decision.

27.12 EAP Referral

Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the Public Employer shall meet with the employee in private and refer the employee to an Employee Assistance Program (EAP) for assessment, counseling, and rehabilitation. Participation in an EAP is mandatory and disciplinary action may be taken against an employee for failure to begin or complete an EAP program. If the employee accepts the offer of rehabilitation, he or she may be placed on leave status until medically cleared to return to work. If employee refuses or fails to participate, it shall be grounds for immediate termination. Upon return to work, the employee will be placed on probation for one (1) year. The probation will include random drug screens, expectation to meet all other job requirements, and encouragement to participate in an EAP Health Maintenance/Relapse Prevention Program. Disciplinary action based on a violation of the Public Employer's drug and alcohol policy is automatically suspended by the employee's participation in an EAP during the first confirmed incident. However, discipline may be reinstated at a later date if such employee incurs a second confirmed incident during the one (1) year probation period.

27.13 Confidentiality of Test Results

All information from an employee's drug and alcohol test is confidential and shall be treated as medical records. Only those whose job requires direct access to such information are to be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory or the City Manager.

27.14 Privacy In Drug Testing

Urine samples shall be collected in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Employees and applicants will be given hospital gowns to wear while they are providing these samples in order to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of test samples.

27.15 *Laboratory Testing Requirements*

The first test and the confirmation test for drug and alcohol testing of employees and applicants shall be conducted at a JCAH accredited medical facility/laboratory selected by the Public Employer. To be considered as a testing site, a medical facility or laboratory must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the Public Employer in selecting a testing facility include:

- A. Proof of certification (JCAH)
- B. Testing procedures which ensure privacy to employees and applicants consistent with the prevention of tampering.
- C. Methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.
- D. Chain-of-custody procedures which ensure proper identification, labeling, and handling of test samples.
- E. Retention and storage procedures which ensure reliable results on confirmatory tests of original samples.
- F. Provide assurances that the Laboratory will maintain confidentiality of records.

Infectious Disease Control

27.16 *Reserved.*

27.17 *Reserved.*

27.18 *Reserved.*

27.19 *Reserved.*

27.20 *Reserved.*

27.21 *Training and Education*

The City of Neptune Beach shall provide educational programs regarding AIDS and other infectious diseases utilizing public health sources, for example, HRS. The programs will include, but not be limited to, handling of injuries and exposure of bodily fluids.

ARTICLE 28 - ENTIRE AGREEMENT

28.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Public Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed in any way to restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.

28.2 This Agreement, upon approval and ratification, shall be effective on ~~October 1, 2020~~ October 1, 2023, and shall remain in full force and effect through ~~September 30, 2023~~ September 30, 2026 and shall reopen yearly to negotiate wages and benefits only.

28.3 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing. It is mutually understood by both parties that negotiations should begin by June 1st of that same year. However, both parties agree that failure to provide written notice by June 1st shall not result in the Agreement being automatically renewed without benefit of negotiations. This Agreement shall remain in full force and effect during the period of re-negotiations. That failure to provide written notice by June 1st shall not result in the Agreement being automatically renewed without benefit of negotiations. This Agreement shall remain in full force and effect during the period of re-negotiations.

Appendix A: PAYSCALE

Effective: October 1, 2023		3.5% COLA 10.1.2023						
		MIN	MID	MAX		MIN	MID	MAX
Laborer-I	101	\$ 18.63	\$ 23.29	\$ 35.87		\$ 38,750.40	\$ 48,438.00	\$ 74,602.53
Stormwater Laborer-I	101	\$ 18.63	\$ 23.29	\$ 35.87		\$ 38,750.40	\$ 48,438.00	\$ 74,602.53
Utility Laborer-I	101	\$ 18.63	\$ 23.29	\$ 35.87		\$ 38,750.40	\$ 48,438.00	\$ 74,602.53
Cashier-I	102	\$ 19.56	\$ 24.45	\$ 37.65		\$ 40,687.92	\$ 50,856.00	\$ 78,318.24
Inventory Clerk	102	\$ 19.56	\$ 24.45	\$ 37.65		\$ 40,687.92	\$ 50,856.00	\$ 78,318.24
Laborer-II	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Stormwater Laborer-II	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Utility Laborer-II	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Wastewater Treatment Trainee	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Cashier-II	104	\$ 21.57	\$ 26.96	\$ 41.52		\$ 44,859.36	\$ 56,082.00	\$ 86,358.27
Backflow Prevention	105	\$ 22.65	\$ 28.31	\$ 43.60		\$ 47,108.88	\$ 58,890.00	\$ 90,682.59
Carpenter	105	\$ 22.65	\$ 28.31	\$ 43.60		\$ 47,108.88	\$ 58,890.00	\$ 90,682.59
Meter Reader	105	\$ 22.65	\$ 28.31	\$ 43.60		\$ 47,108.88	\$ 58,890.00	\$ 90,682.59
Stormwater Operator	107	\$ 24.97	\$ 31.21	\$ 48.06		\$ 51,940.98	\$ 64,922.00	\$ 99,971.87
Admin. Assistant to Building Official	108	\$ 26.22	\$ 32.78	\$ 50.48		\$ 54,534.48	\$ 68,172.00	\$ 105,000.90
Administrative Assistant	108	\$ 26.22	\$ 32.78	\$ 50.48		\$ 54,534.48	\$ 68,172.00	\$ 105,000.90
Crew Chief	109	\$ 26.22	\$ 32.78	\$ 50.48		\$ 54,534.48	\$ 68,172.00	\$ 105,000.90
Mechanic	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Li Station Mechanic	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Pump Mechanic	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Water/Wastewater Operator	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Utility Billing Supervisor/IS Admin	112	\$ 31.66	\$ 39.58	\$ 60.95		\$ 65,851.76	\$ 82,316.00	\$ 126,782.66
Code Enforcement Admin.	112	\$ 31.66	\$ 39.58	\$ 60.95		\$ 65,851.76	\$ 82,316.00	\$ 126,782.66
Maintenance Technician	112	\$ 31.66	\$ 39.58	\$ 60.95		\$ 65,851.76	\$ 82,316.00	\$ 126,782.66
Lead Operator	113	\$ 34.83	\$ 43.54	\$ 67.05		\$ 72,438.08	\$ 90,558.00	\$ 139,467.33
Parks & Streets Supervisor	113	\$ 34.83	\$ 43.54	\$ 67.05		\$ 72,438.08	\$ 90,558.00	\$ 139,467.33
Supervisor Distribution & Collection	113	\$ 34.83	\$ 43.54	\$ 67.05		\$ 72,438.08	\$ 90,558.00	\$ 139,467.33
Plants Division Supervisor	114	\$ 38.31	\$ 47.89	\$ 73.75		\$ 79,691.04	\$ 99,606.00	\$ 153,401.25
Maintenance Supervisor	114	\$ 38.31	\$ 47.89	\$ 73.75		\$ 79,691.04	\$ 99,606.00	\$ 153,401.25

<u>FY26 PAY SCALE 3.5% - Effective</u> <u>10/1/2025</u>	<u>GRADE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<u>Laborer I</u>	<u>102</u>	<u>\$ 20.96</u>	<u>\$ 24.95</u>	<u>\$ 38.42</u>
<u>Stormwater Laborer I</u>	<u>102</u>	<u>\$ 20.96</u>	<u>\$ 24.95</u>	<u>\$ 38.42</u>
<u>Utility Laborer I</u>	<u>102</u>	<u>\$ 20.96</u>	<u>\$ 24.95</u>	<u>\$ 38.42</u>
<u>Cashier I</u>	<u>102</u>	<u>\$ 20.96</u>	<u>\$ 26.19</u>	<u>\$ 40.33</u>
<u>Inventory Clerk</u>	<u>102</u>	<u>\$ 20.96</u>	<u>\$ 26.19</u>	<u>\$ 40.33</u>
<u>Laborer II</u>	<u>103</u>	<u>\$ 22.00</u>	<u>\$ 27.50</u>	<u>\$ 42.36</u>
<u>Stormwater Laborer II</u>	<u>103</u>	<u>\$ 22.00</u>	<u>\$ 27.50</u>	<u>\$ 42.36</u>
<u>Utility Laborer II</u>	<u>103</u>	<u>\$ 22.00</u>	<u>\$ 27.50</u>	<u>\$ 42.36</u>
<u>Wastewater Treatment Trainee</u>	<u>103</u>	<u>\$ 22.00</u>	<u>\$ 27.50</u>	<u>\$ 42.36</u>
<u>Cashier II</u>	<u>104</u>	<u>\$ 23.10</u>	<u>\$ 28.88</u>	<u>\$ 44.48</u>
<u>Backflow Prevention</u>	<u>105</u>	<u>\$ 24.26</u>	<u>\$ 30.33</u>	<u>\$ 46.70</u>
<u>Carpenter</u>	<u>105</u>	<u>\$ 24.26</u>	<u>\$ 30.33</u>	<u>\$ 46.70</u>
<u>Meter Reader</u>	<u>105</u>	<u>\$ 24.26</u>	<u>\$ 30.33</u>	<u>\$ 46.70</u>
<u>Stormwater Operator</u>	<u>107</u>	<u>\$ 26.75</u>	<u>\$ 33.44</u>	<u>\$ 51.49</u>
<u>Admin. Assistant to Building Official</u>	<u>108</u>	<u>\$ 28.09</u>	<u>\$ 35.11</u>	<u>\$ 54.08</u>
<u>Administrative Assistant</u>	<u>108</u>	<u>\$ 28.09</u>	<u>\$ 35.11</u>	<u>\$ 54.08</u>
<u>Crew Chief</u>	<u>109</u>	<u>\$ 28.09</u>	<u>\$ 35.11</u>	<u>\$ 54.08</u>
<u>Mechanic</u>	<u>109</u>	<u>\$ 29.49</u>	<u>\$ 36.86</u>	<u>\$ 56.77</u>
<u>Lift Station Mechanic</u>	<u>109</u>	<u>\$ 29.49</u>	<u>\$ 36.86</u>	<u>\$ 56.77</u>
<u>Pump Mechanic</u>	<u>109</u>	<u>\$ 29.49</u>	<u>\$ 36.86</u>	<u>\$ 56.77</u>
<u>Water/Wastewater Operator</u>	<u>109</u>	<u>\$ 29.49</u>	<u>\$ 36.86</u>	<u>\$ 56.77</u>
<u>Utility Billing Supervisor/IS Admin</u>	<u>112</u>	<u>\$ 33.91</u>	<u>\$ 42.39</u>	<u>\$ 65.29</u>
<u>Code Enforcement Admin.</u>	<u>112</u>	<u>\$ 33.91</u>	<u>\$ 42.39</u>	<u>\$ 65.29</u>
<u>Maintenance Technician</u>	<u>112</u>	<u>\$ 33.91</u>	<u>\$ 42.39</u>	<u>\$ 65.29</u>
<u>Lead Operator</u>	<u>113</u>	<u>\$ 37.31</u>	<u>\$ 46.64</u>	<u>\$ 71.83</u>
<u>Parks & Streets Supervisor</u>	<u>113</u>	<u>\$ 37.31</u>	<u>\$ 46.64</u>	<u>\$ 71.83</u>
<u>Supervisor Distribution & Collection</u>	<u>113</u>	<u>\$ 37.31</u>	<u>\$ 46.64</u>	<u>\$ 71.83</u>
<u>Plants Division Supervisor</u>	<u>114</u>	<u>\$ 41.04</u>	<u>\$ 51.30</u>	<u>\$ 79.00</u>
<u>Maintenance Supervisor</u>	<u>114</u>	<u>\$ 41.04</u>	<u>\$ 51.30</u>	<u>\$ 79.00</u>

Appendix B: Health Premiums

Effective: January 1, 2024

MONTHLY PREMIUMS	Blue Care Plan 128/129 HMO/ HSA	Blue Options Plan 05302 PPO	Blue Care Plan 50 HMO	Blue Care Plan 58 HMO
Employee Only	\$ 703.94	\$ 745.30	\$ 859.06	\$ 950.75
Employee & Spouse	\$ 1,604.98	\$ 1,699.29	\$ 1,958.65	\$ 2,167.72
Employee & Children	\$ 1,407.88	\$ 1,490.61	\$ 1,718.11	\$ 1,901.51
Family	\$ 2,252.60	\$ 2,384.98	\$ 2,748.99	\$ 3,042.41

EMPLOYER MONTHLY CONTRIBUTIONS	Blue Care Plan 128/129 HMO/ HAS	Blue Options Plan 05302 PPO	Blue Care Plan 50 HMO	Blue Care Plan 58 HMO
Employee Only	\$ 703.94	\$ 745.30	\$ 745.30	\$ 745.30
Employee & Spouse	\$ 1,604.98	\$ 1,699.29	\$ 1,699.29	\$ 1,699.29
Employee & Children	\$ 1,407.88	\$ 1,490.61	\$ 1,490.61	\$ 1,490.61
Family	\$ 2,252.60	\$ 2,384.98	\$ 2,384.98	\$ 2,384.98

EMPLOYEE PAYROLL DEDUCTION	Blue Care Plan 128/129 HMO/ HAS	Blue Options Plan 05302 PPO	Blue Care Plan 50 HMO	Blue Care Plan 58 HMO
Employee Only	\$ -	\$ -	\$ 52.50	\$ 94.82
Employee & Spouse	\$ -	\$ -	\$ 119.70	\$ 216.20
Employee & Children	\$ -	\$ -	\$ 105.00	\$ 189.65
Family	\$ -	\$ -	\$ 168.00	\$ 303.43

Signature Page

IN WITNESS WHEREOF, those parties have set their signature this _____ day of _____, 2025.

For the Union:

Ronnie Burris, Local630 Business Manager

Angie Bridges, Local630

Michael Johnson, Local630

John Lewis, Local630

Chris Williamson, Local630

Alec Hanner, Local63

For the Public Employer:

Richard J. Pike, City Manager

Paul Waters, City Attorney

Catherine Ponson, CMC, City Clerk

Approved by Council:

Corrine Bylund, Mayor



**Agenda Item #10C
City Clerk Contract**

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

AGENDA ITEM:	Approval of City Clerk's Employment Contract.
SUBMITTED BY:	Jillian McCann, HR Coordinator
DATE:	09/03/2025
BACKGROUND:	The City Clerk serves as a vital appointed charter officer, responsible for preserving official records, administering elections, and enforcing laws related to public meetings and public records. In alignment with our City Charter, the City Clerk is appointed by the City Council, receives an annual salary, and fulfills duties as specified in the Charter. The City Clerk is designated as a Charter Officer, serving at the discretion and direction of the City Council, in the same manner as the City Manager and City Attorney.
RECOMMENDATION:	Staff Recommends that the City Clerk be placed on an employment contract to ensure her status is consistent with that of other appointed charter officials.
ATTACHMENT:	City Clerk's Employment Contract.

EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF NEPTUNE BEACH
AND
CATHERINE PONSON

This AGREEMENT, made and entered into 1st day of October, 2025, by and between the City of Neptune Beach, Duval County, Florida (the "City"), a municipal corporation under the Constitution of the State of Florida, and Catherine Ponson (the "City Clerk"), an individual who has the education, training and experience as a Florida Certified Professional Clerk and Master Municipal Clerk, both of whom agree as follows:

Section I: Term

- This Agreement shall remain in full force and effect from October 1, 2025, until terminated by the City or City Clerk as provided herein.
- This Agreement shall be considered an "at will" arrangement pursuant to Florida law.
- The City Clerk shall be appointed and removed by the City Council
- This Agreement may be terminated by the City and/or the City Clerk without just cause, provided the party wishing to terminate the Agreement provides no less than 30 days written notice of intent to terminate.
- Dismissal for cause shall be based on a finding made by a majority of a quorum of the city council of the City in a meeting and shall be effective immediately on such findings. Such process shall not be construed to be adversarial or otherwise grants rights of evidence, cross-examination, or other rights to the City Clerk and shall, instead, be based on solely on the findings of the City Council.

Section II: Duties and Authorities

- The City agrees to employ Catherine Ponson as City Clerk of the City of Neptune Beach, to perform the functions and duties specified in the City of Neptune Beach Charter and Code of Ordinances and to perform other legally permissible and proper duties and functions without interference.
- Pursuant to Section 2-169 of the City's Code of Ordinances (the "Code"), The city clerk shall serve as clerk of the council and perform such other duties of a like nature as shall be required by that body. In addition, the city clerk shall be custodian of the public records; responsible for the recording, filing, indexing and safekeeping of all proceedings of the council; record in full, uniformly and permanently, all ordinances and shall authenticate the same; publish daily all adopted ordinances and resolutions of the council, and all legal notices required by law or ordinance; keep and maintain all elections records and have

custody of all property used in connection with elections; prepare, attest and report on the vital statistics of the city; notify the appointing authority of the impending expiration of the term of office of a member of any board or commission, said notice to be given at least thirty (30) days before such expiration; be the custodian of the official seal of the city. The city clerk shall have the power to administer oaths. The city clerk shall have as his/her particular position and objectives to cooperate and assist the administrator and improve the efficiency of the administration of the city government.

- Pursuant to Section 2-168 of the City's Code of Ordinances (the "Code"), There is hereby created a city records center, under the office of city clerk, with the responsibility of creating and maintaining a complete records management program for the city.
- Archival records. Those public records, manuscripts and other records which document the origin and history of the government of the city and the development of its agencies, which are worthy of permanent preservation and special administration because of the importance of the information they contain.
- Disposition. The transfer of semi-active records to the city records/archive center for storage.
- Inactive records. Those records no longer required in active office areas, but require further retention due to legal, operating or historical reasons.
- Maintenance of public records. The creation, maintenance, protection, use and disposition of all public records of the city, including the establishment and maintenance of a system of filing and indexing public records.
- Records management. The guiding principle of records management is to ensure that information is available when and where it is needed, in an organized and efficient manner, and in a well-maintained environment.
- Vital records. Those records which are essential to the operation of the city and the continuation of business or those records that are needed to protect the rights of the city's employees and/or citizens.
- Ownership of public records; legal custodial site.
- All public records shall be the property of the city; and, in this regard, such records shall be delivered by outgoing officials and employees to their successors.
- Legal custodial site. Records not in current daily use shall be transferred to the city records center and, upon acceptance, said location shall be considered the legal custodial site of such records. Original records shall not be removed from the records center, except as deemed appropriate by the city clerk.
- It shall be the responsibility of the city clerk to administer the records management program of the city in a manner consistent with the law. In this regard the city clerk shall, among all other things that may be required for the proper and efficient management of the public records of the city:
- Provide and maintain a city records center to house and preserve inactive records prior to disposition.

- Retention and disposition. Advise and assist city departments in the preparation of records retention and disposition schedules.
- Approval of destruction schedules. Approve all destruction schedules before disposition of public records.
- Archives preservation. Establish and maintain city archival records to ensure the preservation of historical documents.
- Advise and assist city departments in reviewing and selecting material to be transferred to the records center for continued preservation, cataloging and research access.
- The city clerk shall be responsible for ensuring the sound management of archival records and their availability for research.
- Provide legally acceptable digital or other long-term preservation system services for public records for the centralization of such services.
- Safety of essential records. Develop and institute a vital records program to ensure the safety of essential records in the event of a disaster.
- The city clerk shall maintain a comprehensive file of the requests. The city clerk will be responsible for determining the applicable monetary charges if any, for the copies and providing it to the requestor.

Section III: Compensation

- Base Salary: The City hereby agrees to pay the City Clerk an annual base salary of \$ **126,845.00** payable in installments at the same time that similar City management employees are paid.
- This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies to include all salary adjustments on the same basis as applied to the department head classification of employees.
- In addition, consideration should be given on an annual basis to an increase in compensation, and cost of living increase at the sole discretion of the City Council.

Section IV: Benefits

- The City agrees to provide and to pay the full premium for health, dental, and vision insurance for the City Clerk.
- The City agrees to pay the full amount of premium due for term life insurance in the amount of two (2) times the City Clerk's annual base salary, including all increases in the base salary during the life of this Agreement. The City Clerk shall name the beneficiary of the life insurance policy.

Section V: Leave Time

- Per City policy, the City Clerk is entitled to eleven (11) paid holidays and two (2) bonus leave days.
- Personal leave is inclusive of sick leave.
- The City Clerk shall receive leave time on an annual basis of 35 days at the beginning of her contract, October 1, 2025.
- Any unused leave time received as described above shall be paid back to the City Clerk on an annual basis on the 1st day of October.
- The City Clerk shall receive 35 days of leave on October 1st of every year and, per policy, may "sell back" up to 80 hours of personal leave time, leaving a minimum of 80 hours of personal leave time accrued.

Section VI: Retirement

- The City agrees to contribute an amount equal to 7% of the Employee's salary to an established Section 401(A) account, provided the City Clerk agrees and continues to contribute at least 3% of her salary to a separate, established Section 457 account.
- For each above-described account, the City Clerk's interest will become vested at 20% for each year of completed employment, to be fully vested upon completing two (2) years of employment at the commencement of this agreement.

Section VII: General Business Expenses

- The city agrees to budget and pay for professional dues, including but not limited to the Florida Association of City Clerk's and subscriptions of the City Clerk necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the growth of the City Clerk continued professional participation, growth, and advancement, and for the good of the city.
- The city agrees to budget and pay for travel and subsistence expenses of the City Clerk for professional and official travel, meetings, and occasions to adequately continue the professional development of the City Clerk and to pursue necessary functions for the city.
- The city also agrees to the budget and pays for travel and subsistence expenses for the City Clerk for short courses, institutes, and seminars that are necessary for the City Clerk's professional development and for the good of the city.
- The expenditure described above must be included, described and made part of the City's annual budget, which is subject to approval by the City Council.

Section VIII: Hours of Work

- The City Clerk recognizes that she must devote a great deal of time outside the normal office hours on business for the City, and to that end, the City Clerk shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City, shall allow the City Clerk to faithfully perform her assigned duties and responsibilities and shall be approved by the City Council.
- Should the City Clerk be away from her office and/or department for any personal or business reason, she shall consult with and receive the approval of the City Council.

Section IX: Indemnification

- Beyond that required under federal, state or local law, the City shall defend, save harmless and indemnify the City Clerk against any obligation to pay money or to perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlement, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigation, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of the City Clerk's duties or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The City Clerk may request, and the City shall not unreasonably refuse to provide independent representation at the City's expense, and the City may not unreasonably withhold approval. Legal representation, provided by the City for the City Clerk, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify the City Clerk against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by the City Clerk in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided herein, to be made available.
- The City Clerk recognizes that the City shall have the right to compromise and unless the City Clerk is an individual party to the suit which the City Clerk shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to the City Clerk. Further, the City agrees to pay all reasonable litigation expenses of the City Clerk throughout the pendency of any litigation to which the City Clerk is a party, witness or adviser to the City. Such expenses shall continue beyond the City Clerk's service to the City as long as litigation is pending. Further, the City agrees to pay the City Clerk reasonable consulting fees and travel expenses when the City Clerk serves as a witness, advisor or consultant to the City regarding pending litigation.

Section X: Notices

Notice pursuant to this Agreement shall be given by delivery via U.S. Mail, to the following addresses:

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

**Catherine Ponson
116 First Street
Neptune Beach, FL 32266**

Notice shall be deemed given as of the date of deposit of such written notice via U.S.

Section XI: General Provisions

- This Agreement sets forth and establishes the entire understanding between the City and the City Clerk relating to the employment of the City Clerk by the City. Any prior discussions or representations by or between the City and the City Clerk are merged into and rendered null and void by this Agreement. The City and the City Clerk, by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- This agreement shall become effective October 1, 2025
- The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and the City Clerk subsequent to the expungement or judicial modification of the invalid provision.
- In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the Council's policies or the City's charter and/or code of ordinances. Or the City's rules and regulations, or any permissive federal or state law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the City's policies, or the City's Charter or Code, or the City's rules and regulations or any such permissive law during the term of this Agreement.
- The venue for any and all disputes over the terms and conditions of this Agreement shall be Duval County, Florida.

****SIGNATURE PAGE TO FOLLOW****

Signature Page

IN WITNESS WHEREOF, those parties have set their signature this _____ day of _____, 2025.

THE CITY OF NEPTUNE BEACH, FLORIDA

By: _____ Date: _____ October 2025.

Corrine Bylund
Mayor
City of Neptune Beach, FL

Approved as to form and content.

By: _____ Date: _____ October 2025.

Paul Waters, Esq.
City Attorney
City of Neptune Beach, FL

City Clerk

By: _____ Date: _____ October 2025.

Catherine Ponson, CMC
City Clerk
City of Neptune Beach