



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

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES
 - A. **September 3, 2025, Regular City Council Meeting**
October 20, 2025, Special City Council Meeting
October 20, 2025, Workshop City Council Meeting
October 20, 2025, Town Hall Meeting p. 3
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT
6. CONSENT AGENDA
 - A. Waste Pro Storm Debris Removal Contract p. 14
 - B. Speed Camera Hearings-Memorandum of Understanding between the Division of Administrative Hearings and the City of Neptune Beach p. 30
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. Applicant's Appeal of Variance Letter of Denial -V25-06, 1621 5th Street p. 35
8. ORDINANCES
 - PH** A. **ORDINANCE NO. 2025-18, FIRST READ AND PUBLIC HEARING**, An Ordinance of the City of Neptune Beach, Florida, Amending the Code Of Ordinances, Division 7 – Review of Administrative, Legislative and Quasi-Judicial Decisions, Article III – Administrative and Enforcement Procedures, To Amend Section 27-133, Titled “Review of Administrative Decisions”; Removing Requirement that the Initiation of an Administrative Appeal Will Stay All Actions Required by or Relating to the Decision Being Appealed; Providing for Repeal of Conflicting Ordinances and Resolutions; Providing for Severability; and Providing an Effective Date p. 74
9. OLD BUSINESS / NONE
10. NEW BUSINESS
 - A. **RESOLUTION NO. 2025-21**, A Resolution of the City of Neptune Beach, Florida, Temporarily Suspending Section 27-133(d), Article II, of the City of Neptune Beach Code of Ordinances, and Providing an Effective Date p. 80

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|----|---|--------|
| B. | <u>RESOLUTION NO. 2025-22</u> , A Resolution of the City of Neptune Beach, Florida, Authorizing to Join with Other Local Governmental Units as a Participant in the Florida Municipal Investment Trust (FMIvT) for the Purpose of Purchasing Shares of Beneficial Interest in the Trust | p. 83 |
| C. | <u>RESOLUTION NO. 2025-23</u> , A Resolution of the City of Neptune Beach, Florida, Honoring Pete Jensen and Declaring a Namesake Honorary Street Designation | p.87 |
| D. | Pete’s Thanksgiving Day Event – November 27, 2025 | p. 89 |
| E. | <u>RESOLUTION NO. 2025-24</u> , A Resolution of the City of Neptune Beach, Florida, Establishing Non-Profit Entity Titled “Friends of Neptune Beach Parks, Inc.” and Providing an Effective Date | p. 111 |
| F. | <u>RESOLUTION NO. 2025-25</u> , A Resolution of the City of Neptune Beach, Florida, Establishing Non-Profit Business Titled “Neptune Beach Senior Center, Inc.” and Providing and Effective Date | p. 114 |

11. COUNCIL COMMENTS

12. ADJOURN

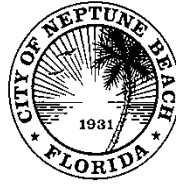
In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which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

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

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

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

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



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 6, 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, September 3, 2025, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:

Mayor Cori Bylund
 Vice Mayor Nia Livingston
 Councilor Tim Horvath
 Councilor Josh Messinger (*via CMT*)
 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
 Project Manager Blake West
 City Clerk Catherine Ponson

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

Special Recognition Mayor Bylund presented the key to the City to former Mayor Harriet Pruette. Mayor Pruette served the City as Councilor, Vice Mayor and Mayor for a total of 16 years from 2000-2016.

APPROVAL OF MINUTES

Minutes Made by Livingston, seconded by Horvath.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

September 3, 2025, Special City Council Meeting
September 3, 2025, Regular City Council Meeting
September 15, 2025, Special City Council Meeting
September 15, 2025, Workshop City Council Meeting
September 15, 2025, Town Hall Council Meeting

Roll Call Vote:

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

MOTION CARRIED

CITY MANAGER

Public Works Director Deryle Calhoun gave an update on the 3rd Street and Florida Boulevard project. He reported the new pipeline was completed the week of September 22nd. There were no accidents or injuries and appreciated everyone's patience regarding the traffic delays. He stated that the reconstruction of the 70 feet of existing pipeline would begin Monday, October 13th and would take approximately two weeks. The remaining work after that would be night work so there would be no lane closures.

Project Manager Blake West presented options for the exterior paint color for City buildings. He is seeking guidance on keeping the same colors on all City buildings, such as what is on City Hall.

Mayor Bylund stated that the lifeguard station should pop more, but just that building. It is a good idea to keep everything uniform.

Vice Mayor Livingston suggested maybe a mural on the lifeguard station by a local artist.

Councilor Rogers agreed regarding the lifeguard station as the building is not in a neighborhood.

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

CONSENT AGENDA

Potable Well #5 Change Orders. Potable Well #5 Mechanical and Electrical Construction Change Orders.

CEI Services Change Order – 3rd Street Sanitary Sewer Projects Construction, Engineering and Inspection (CEI) Services Change Order – 3rd Street Sanitary Sewer Projects.

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE CONSENT AGENDA

Roll Call Vote:

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

Noes: 0

MOTION CARRIED**ORDINANCES**

Ord. No. 2025-16, Payment In-Lieu Ordinance No. 2025-16, Second 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

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 ADOPT ORDINANCE NO. 2025-16 AT SECOND READING

Roll Call Vote:

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

Noes: 0

MOTION CARRIED**NEW BUSINESS**

Res. No. 2025-18,
Directing Studies

Resolution No. 2025-18, A Resolution of the City Council of the City of Neptune Beach, Florida, Directing the City Manager to Initiate Studies Regarding Capital Revenue Options, Including Impact Fees, Special Assessments, and Utility Rates, and Providing for an Effective Date.

Made by Messinger, seconded by Horvath.

MOTION: TO APPROVE RESOLUTION NO. 2025-18

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Historical Review
Board Appts

Historical Review Board Appointments. Mayor Bylund stated the Historical Review Board was created by Ordinance No. 2025-05. The applications received were included in the agenda packet and she is recommending the following appointments: Julie Schwarzenberger- 3-year term, Timothy Townsend - 3-year term, Alison Ronzon - 3-year term, Virginia "Ginny" Thurson - 2-year term, and Eugene "Monty" Kiernan - 2-year term

Made by Livingston, seconded by Rogers.

MOTION: TO APPOINT THE FOLLOWING MEMBERS TO THE HISTORICAL REVIEW BOARD:

**JULIE SCHWARTZENBERGER- 3-YEAR TERM
TIMOTHY TOWNSEND - 3-YEAR TERM
ALISON RONZON - 3-YEAR TERM
VIRGINIA "GINNY" THURSON - 2-YEAR TERM
EUGENE KIERNAN - 2-YEAR TERM**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

School Speed
Camera Report

School Speed Detection System Compliance Report. Chief of Police Michael Key reported that the program is being reported on in a three-month block as the program has not been in place the entire state fiscal year, July 1-June 30. Chief Key read into the record the report as mandated by F.S. 316.1896 and 316.0776.

Public Hearing

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

Councilor Rogers requested, if possible, statistics regarding what times the violations that occur as well as where people actually live who are being issued the citations.

Councilor Messinger suggested getting the opinion of Duval School Board Representative April Carney.

Mayor Bylund announced there would be a joint meeting with the Duval School Board and the Beaches mayors on Thursday, October 23, 2025, at 5:00 p.m. at Fletcher High School. This would provide an opportunity to discuss this issue.

Adjournment There being no further business, Mayor Bylund adjourned the meeting at 6:41 p.m.

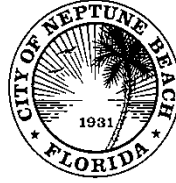
Corrine A. Bylund, Mayor

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, OCTOBER 20, 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, October 20, 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 Project Manager Blake West HR Coordinator Jillian McCann Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
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Call to Order/Roll Call/Pledge	Mayor Bylund called the Special Meeting to order at 6:00 p.m. and led the Pledge of Allegiance.
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Res. No. 2025-19, Florida City Week	<u>Resolution No. 2025-19</u> , A Resolution of the City Council of the City of Neptune Beach Recognizing Florida City Week, October 20-26, 2025, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.
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Made by Livingston, seconded by Messinger.

MOTION: **TO APPROVE RESOLUTION NO. 2025-19, RECOGNIZING FLORIDA CITY WEEK**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

ORDINANCES

Ord. No. 2025-17, Remote Attendance	<u>Ordinance No. 2025-17, First Read and Public Hearing</u> . An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Chapter 2 – Administration, Article II – City Council, to Create a New Section 2-51, Titled “In-Person Requirements”; Requiring That All Members of the City Council and City Boards be Physically Present for
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All Official Actions, Decisions, Deliberations, or Votes; Providing for Repeal of Conflicting Ordinances and Resolutions Including But Not Limited to Resolution No. 2021-06; Providing for Severability; and Providing an Effective Date

Public Hearing Mayor Bylund opened the public hearing.

Shellie Thole, 310 Oleander Street, Neptune Beach, stated she as happy this is coming before Council. She commented that the COVID-era voting exception would not fit into the point of view of most citizens.

Mayor Bylund closed the public hearing for Ordinance No. 2025-17.
Made by Rogers.

Motion failed due to lack of a second.

CONSENT AGENDA

Forest Avenue Trunk Sewer & Manholes. Cleaning and Inspection of Forest Avenue Trunk Sewer and Manholes.

Special Magistrate MOU & Contract Memorandum of Understanding between the City of Neptune Beach and the State of Florida, Division of Administrative Hearings ("DOAH").

Res. No. 2025-20, Local 630 Recognition Resolution No. 2025-20, A Resolution of the City Council of the City of Neptune Beach, Florida, Recognizing Northeast Florida Public Employees, Local 630, Laborers International Union of North America, AFL-CIO, as the Exclusive Collective Bargaining Representative for the Blue-Collar Bargaining Unit.

Public Comments Mayor Bylund asked for public comment regarding the Consent Agenda. There were no public comments.

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE THE CONSENT AGENDA

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Recognition of Michael Johnson Mayor Bylund recognized public works employee, Michael Johnson, for his 45 years of service to the City of Neptune Beach. He would be retiring on October 31, 2025.

Adjournment There being no further business, the Special Meeting adjourned at 6:09 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, OCTOBER 20, 2025, 6:09 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, October 20, 2025, at 6:09 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

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

STAFF:

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

**Call to
Order/Roll Call**

Mayor Bylund called the workshop meeting to order at 6:09 p.m.

PUBLIC COMMENTS

**Public
Comments**

Shellie Thole, 310 Oleander Street, Neptune Beach, commended the City for having a social media specialist. She also commended staff for responding to requests. She pointed out the lack of communication between the other beach police departments noticed at the last meeting. She pointed out code enforcement issues and she would like the code to be enforced.

Ginny Thurson, 1200 7th Street, Neptune Beach, spoke regarding the police pension increase. She hopes Council considers all employees and residents when making decisions. She questioned if the police department was still writing tickets where the City would receive more revenue. She asked who pays for the officer at Beaches Chapel.

COUNCIL COMMENTS

**Council
Comments**

Councilor Rogers commented he had received the requested information for the speed cameras. He stated that the citations received by zip code were 41% from Jacksonville,

24% from the other beaches, 10% within Neptune Beach and 25% were other zip codes. 68% were issued during normal speed limit times and 32% were issued during arrival and departure times. He added that neither Jacksonville Beach nor Atlantic Beach utilize speed zone cameras.

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING
MONDAY, OCTOBER 20, 2025, 6:20 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, October 20, 2025, at 6:20 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
 Project Manager Blake West
 City Clerk Catherine Ponson

**Call to
 Order/Roll
 Call/Pledge**

Mayor Bylund called the Town Hall Meeting to order at 6:20 p.m.

**Public
 Comments**

Mayor Bylund opened public comments.

**Remote
 Attendance**

Shellie Thole, 310 Oleander Street, Neptune Beach, questioned Council's decision to not move the remote attendance ordinance forward. She also questioned the Code Enforcement issue.

Vice Mayor Livingston stated that the Code already requires a quorum, or three Council members to be present. She added that prohibiting remote attendance is redundant due to that requirement. She expressed that remote attendance for any organization is not going away. Any opportunity to join remotely in any way is helpful.

Mayor Bylund commented that her issue with the ordinance was that there were no exceptions. She added that there are certain situations where exceptions needs to be made. People have emergencies and have legitimate reasons for not being able to attend. She stated that the City Attorney had informed her that no city has a prohibition on remote attendance. She remarked that the governor's office had issued an order that stated municipalities are encouraged to leverage technology for the efficiency of their government operations. She also compared that to the fact that a quorum is necessary.

Councilor Horvath stated that he would not want to handicap an educated or knowledgeable vote because life circumstances prevented someone from being present on that Monday.

Councilor Rogers referenced Resolution No. 2021-06. That resolution, that currently allows remote attendance, refers to state level agencies. The resolution also lists mandatory business obligations as an extraordinary circumstance. He is not convinced being out of town for work is an extraordinary circumstance. It is actually ordinary. It is about fairness. If the City expects people to show up to comment then Council should be held to that standard. He added that this is actually an inefficient use of technology. If a Council member wants to vote, they should attend in person.

Code
Enforcement

Mayor Bylund stated that there were numerous workshops by the Community Development Board and City Council. After everyone was so upset with the active code enforcement, it was decided to do passive code enforcement.

Community Development Director Heather Whitmore explained that for issues that are not related to public health, safety and welfare, there is passive code enforcement. If something is life safety related and an extreme nuisance, the City will take action. Currently, code enforcement is complaint driven. She has not received a directive.

Discussion reported on neighbors not wanting to report on neighbors, repeat offenders still not being in compliance, the previous approach, becoming proactive with warnings and the process for fines.

Police Chief
Comments

Chief of Police Michael Key commented he speaks weekly with Atlantic Beach and Jacksonville Beach. Conversations are constant and always ever-evolving regarding best practices. His concern is Neptune Beach. He reported that in September, officers wrote 183 uniform traffic citations and 157 traffic warnings. The Police Department balances education and enforcement. Revenues are about \$10 per citation, regardless of the amount of the citation. He informed everyone that Beaches Chapel pays for that officer to be present as secondary employment. That officer drives the city vehicle, in full uniform, to that secondary employment to carry out the duties of police officer, if necessary.

Adjournment

The Town Hall Meeting adjourned at 6:59 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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Agenda Item #6A Waste Pro Storm Debris Removal

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Waste Pro Storm Debris Removal Contract
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	October 20, 2025
BACKGROUND:	Florida Senate Bill 180, Emergencies, was signed into law on June 26, 2025, and addresses in part management of storm debris. SB 180 encourages governments to add an addendum to existing solid waste contracts for the collection of storm-generated debris. The city attorney drafted the proposed agreement and Waste Pro provided unit rates as noted in the agreement's Exhibit A.
RECOMMENDATION:	Approval of proposed contract
ATTACHMENT:	Waste Pro and City of Neptune Beach contract

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of October 2025, by and between CITY OF NEPTUNE BEACH, a political subdivision of the State of Florida (hereinafter the "CITY") and WASTE PRO OF FLORIDA, INC., a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, CONTRACTOR is licensed in the State of Florida to perform the professional services contracted for herein; and

WHEREAS, the CITY wishes to contract with a CONTRACTOR to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, CONTRACTOR is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the CITY desires to enter into this Contract with CONTRACTOR to perform the services specified; and

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

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

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

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

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

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

WHEREAS, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting; and

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. Description of Work.
 - a. The CITY hereby retains CONTRACTOR, subject to CONTRACTOR'S availability and ability, to perform collection and disposal of excessive debris and/or refuse accumulated by reason of a storm event, natural disaster, severe weather disturbance, riot, or other calamity (hereinafter "Disaster"). This agreement covers collection and disposal of waste that exceeds the standard seasonal collection of waste as governed by the City of Neptune Beach 2016 Municipal Solid Waste Services Contract, as amended from time to time. Standard seasonal collection shall be defined as the average tons of each kind of waste collected during a given month from the preceding three years in which no Disaster events occurred during that month; for example, the determination of seasonal yard waste collection for October would be the average yard waste tons collected in the last three Octobers without a Disaster event. Collection and disposal shall follow the rates set forth in Exhibit A.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
3. Commencement and Term.
 - a. The initial Term of this contract shall be for one (1) year, commencing October 1, 2025, and ending September 30, 2026. The contract will renew for additional one (1) year terms unless CONTRACTOR or CITY gives notice to terminate prior to October 1. Renewal terms shall operate under the existing terms and conditions, or under such amended terms and conditions as CONTRACTOR and CITY may agree upon in writing.
 - b. CONTRACTOR must commence all work anticipated under this Agreement within a reasonable time of receipt by CONTRACTOR from CITY of Notice to Proceed and must complete the work within a reasonable time thereafter, adhering to all deadlines supplied by CITY in connection with such work. CITY reserves all rights and remedies available at law in the event that CONTRACTOR fails to commence, complete, or engage in work in a reasonably timely manner upon receiving Notice to Proceed.

4. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth therein.
- b. Progress payments, if any, will be made as set forth in the Scope of Services.
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. Acceptance of work product, payment, and warranty.

The CONTRACTOR shall bill the CITY for excessive debris and/or refuse collection generated by a Disaster within sixty (60) days following the end of the cleanup of said Disaster. The CITY shall pay the CONTRACTOR on or before the 15th day following the end of the month in which CONTRACTOR'S bill is received. Such billing and payment shall be based on the price and rates and schedules set forth in Exhibit A. Payments not made by the City before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the CITY withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to CONTRACTOR, such amount shall be subject to the late fees provided herein from the original due date until paid by CITY.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY or the CONTRACTOR in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is: _____.
 - ii. CONTRACTOR's Project Manager is: Daryn Stark

8. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: CITY of Neptune Beach, Attention: CITY Clerk, 116 First Street, Neptune Beach, FL 32266;
 - b. To CONTRACTOR: Waste Pro of Florida, Inc. ATTN: Daryn Stark, 2940 Strickland Street, Jacksonville, FL 32254
9. Insurance.
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
 - b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from

- explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00.
- iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. General Provisions. CONTRACTOR must comply with the following general provisions:
- a. Compliance with Laws. In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
 - b. Personal nature of Agreement; Assignment.
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR.

Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

c. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

d. Independent CONTRACTOR.

- i. CONTRACTOR is, and will be deemed to be, an independent CONTRACTOR and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent CONTRACTOR, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

e. Indemnification.

The CONTRACTOR hereby expressly binds itself to indemnify and save the CITY harmless from any and all actions brought against the CITY for or on account of any and all injuries or damages received, caused or sustained by any party or parties from the acts, omissions or negligence of the CONTRACTOR or its servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the CONTRACTOR, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation laws. In the event there any monies due the CONTRACTOR, the City Manager may retain said monies if deemed necessary to protect the CITY from any and all possible or pending actions, claims, injuries, or damages.

f. Public records.

- i. CONTRACTOR is a "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

- g. Public Records Compliance Indemnification. CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.
- h. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other

purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- i. E-Verify Compliance. By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONTRACTOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONTRACTOR agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and CONTRACTOR will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONTRACTOR will also be liable for any additional costs to the CITY as a result of the termination of this Agreement in accordance with this paragraph. CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.
- j. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the

contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- k. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. Non-appropriation. CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. Binding Nature of Agreement. This Agreement is binding upon the successors and assigns of the parties hereto.
- c. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the

authorized CITY representatives.

- d. Amendment. No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. Severability. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. Construction. If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. Headings. All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- i. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit

Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

- k. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.
- l. Public Entities Crime or Convicted Vendor List. CONTRACTOR agrees and assumes a continuous duty to disclose to the CITY if the CONTRACTOR or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.
- m. Data Management; Notice of Breach. CONTRACTOR shall cooperate with the CITY and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the CITY must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.
- n. Environmental and Social Government and Corporate Activism. The CITY has not given preference or requested documentation from the CONTRACTOR based on CONTRACTOR's social, political or ideological interest. CONTRACTOR agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.
- o. Taxes. The CITY shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the CITY is exempt from same by Florida law, including but not limited to any sales or use tax.
- p. No coercion for labor or services. The CONTRACTOR swears under penalty of perjury that the CONTRACTOR does not use coercion for labor or services as defined as follows:
 - 1. "Coercion" means:
 - 2. Using or threatening to use physical force against any person;
 - 3. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 - 4. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
 - 5. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - 6. Causing or threatening to cause financial harm to any person;
 - 7. Enticing or luring any person by fraud or deceit; or
 - 8. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

12. Special Provisions. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Section 11(p) above and that the facts stated in it are true.

ATTESTED BY:

CITY OF NEPTUNE BEACH

By: Catherine Ponson, City Clerk

Cori Bylund, Mayor, and Chairperson
of the City Council

Seal:

WASTE PRO OF FLORIDA, INC.

E. Ralph Mills

SIGNATURE

Print Name: E. RALPH MILLS

Title: SENIOR VICE PRESIDENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of October, 2025, by _____, as _____ of _____, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary

My commission expires:

Approved for form and content by:

Vose Law Firm, CITY Attorney

EXHIBIT A

Hourly Equipment and Services Rates for Disaster Recovery	Unit	Unit Price
Disaster Event Manager	Hour	\$146.5
Foreman Field Supervisor	Hour	\$59.4
Traffic Control Personnel	Hour	\$41.9
Laborer	Hour	\$41.9
Rolloff / Frontload / Rearload Truck	Hour	\$171.5
Rolloff Boxes (Open Top)	1 Day	\$37.8
Transfer Trailor with Tractor (90 yards +)	Hour	\$222.8
Prentice Knuckleboom Loader	Hour	\$207.9
Equipment Transport (mob and de-mob)	Hour	\$148.5
Skid Steer Loader	Hour	\$89.1
Tractor with Boxblade	Hour	\$74.3

Cubic Yard Rates for Disaster Recovery Services	Price Per Cubic Yard	Price Per Cubic Ton
Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved Debris Management Site (DMS) or City approved disposal site	\$43.00	\$101.00



**Agenda Item #6B
Speed Camera Hearings
MOU**

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

AGENDA ITEM:	Speed Camera Hearings: Memorandum of Understanding between the City of Neptune Beach and the State of Florida, Division of Administrative Hearings ("DOAH")
SUBMITTED BY:	Heather Whitmore, AICP, PTP, Community Development Director
DATE:	November 3, 2025
BACKGROUND:	City of Neptune Beach seeks to utilize the State of Florida, Division of Administrative Hearings ("DOAH") to serve as a Code Compliance and Traffic Citation Special Magistrate. Section 120.65, Florida Statutes, authorizes DOAH to provide Administrative Law Judges (ALJs) on a contract basis to any governmental entity. The State of Florida, Division of Administrative Hearings would be responsible for hearing code enforcement cases, speed camera citations, making decisions on violations, and imposing administrative fines and other penalties. The City of Neptune Beach intends to hold monthly Special Magistrate meetings, to be hosted via zoom. This Memorandum of Understanding ("MOU") outlines the procedures and responsibilities for conducting administrative hearings pursuant to sections 316.1896, Florida Statutes, for contested notices of violation of sections 316.183 and 316.1895, Florida Statutes, in the City of Neptune Beach, Florida.
RECOMMENDATION:	Approve
ATTACHMENT:	Ex A) Speed Camera Hearings: Memorandum Of Understanding Between the Division of Administrative Hearings and the City of Neptune Beach, Florida

MEMORANDUM OF UNDERSTANDING
Between the Division of Administrative Hearings
and the City of Neptune Beach, Florida

This Memorandum of Understanding ("MOU") is entered into between the Division of Administrative Hearings ("DOAH") and City of Neptune Beach, Florida ("City"). This MOU outlines the procedures and responsibilities for conducting administrative hearings pursuant to section 316.1896, Florida Statutes, for contested notices of violation of sections 316.183 and 316.1895, Florida Statutes, in the City of Neptune Beach, Florida.

Procedures and Responsibilities

Upon receiving a request to contest liability for a school speed zone Notice of Violation under section 316.1895, Florida Statutes, the City or its designee will issue a Hearing Request Response acknowledging the request and advising the petitioner that a Notice of Hearing will be sent. The Hearing Request Response shall state the amount of the fine and specific costs to be imposed if a violation is upheld, as calculated by the City or its designee, and not exceeding the statutory maximum. It shall also describe the process for evidence submission and hearing cancellation.

The City or its designee will coordinate with DOAH to determine hearing dates, the number of administrative law judges ("ALJs") assigned, and the number of cases each ALJ will hear per hearing docket. The City or its designee will prepare each hearing docket.

DOAH shall provide an ALJ to preside over each hearing docket prepared by the City or its designee. The City or its designee shall provide each ALJ with access to an online system utilized by the City or its designee to store, access, and manage case-related materials, including evidence, docket information, correspondence, and orders.

At least thirty (30) days prior to the hearing, the City or its designee shall

provide a Notice of Hearing to the petitioner containing the hearing date, time, hearing platform link, the amount of the fine and specific costs to be imposed if a violation is upheld, and instructions for submitting evidence at least three (3) days before the hearing. The City or its designee shall upload timely-submitted evidence into the online system before the hearing.

The City or its designee is responsible for coordinating and providing interpreter services and for handling requests for accommodations under the Americans with Disabilities Act (“ADA”) related to the hearing process. The City or its designee shall include information in the Hearing Request Response and the Notice of Hearing regarding interpreter services and ADA accommodations.

The City or its designee may reschedule hearings upon request. If the City or its designee contests the rescheduling request, the contested request shall be referred to DOAH for a ruling by the assigned ALJ. The City or its designee shall notify DOAH of the contested request and shall upload the request and any supporting or opposing documentation to the online system for the assigned ALJ’s review. The assigned ALJ shall review the request and enter a ruling indicating whether the request is granted or denied. The City or its designee shall issue an Amended Notice of Hearing reflecting the new hearing date and time if the request is granted, or shall issue a written notice or order informing the petitioner that the rescheduling request has been denied.

If the case is dismissed prior to the hearing, the City or its designee shall issue a Dismissal Letter and amend the docket in the online system.

The City or its designee shall either provide the ALJ access to a virtual hearing platform (e.g., Zoom) or shall use the virtual hearing platform information specific to the ALJ. The City shall ensure that each hearing is recorded.

The ALJ shall review the evidence on the online system, hear testimony from the parties, and any other witnesses or evidence the ALJ determines to be relevant. The ALJ shall determine, as provided in section 316.1896, whether a violation of either section 316.183 or 316.1895, Florida Statutes, occurred. If a violation is found by a preponderance of the evidence, the ALJ shall uphold the notice of violation and

require the petitioner to pay the fine and costs. The ALJ shall enter the findings and outcome into a form order template maintained by the City or its designee.

The City or its designee shall issue a Final Administrative Order in accordance with the ALJ's findings. The Final Administrative Order shall include notice of the petitioner's right to appeal. The City or its designee shall handle all post-hearing enforcement, collections, and case closure.

Public Records and Recordkeeping

The City and its designee shall be responsible for compliance with Florida's public records laws, including Chapter 119, Florida Statutes, and applicable records retention requirements for all records associated with the administrative hearings conducted pursuant to this MOU. This includes, but is not limited to, hearing recordings, evidentiary materials, notices, and other correspondence to and from petitioners, and Final Administrative Orders, all of which are stored and maintained on systems controlled by the City or its designee. DOAH is not the custodian of any records maintained in the online system, the hearing platform, or any other systems operated by the City or its designee. The City or its designee shall defend, indemnify, and hold harmless DOAH from any claims, demands, causes of action, damages, or penalties arising out of or related to the City's or its designee's failure to comply with Florida public records law or records retention requirements.

Other Provisions

This MOU supplements the parties' existing Administrative Law Judge Services Contract, which governs compensation and other general terms. This MOU may be amended in writing by mutual agreement of the parties.

Liaison Contacts

Each party shall designate a liaison to coordinate scheduling, address operational matters, and respond to time-sensitive concerns:

Division of Administrative Hearings: Suzanne Van Wyk

Email: Suzanne.Vanwyk@doah.state.fl.us

City of Neptune Beach, Florida: _____

Email: _____

**STATE OF FLORIDA,
DIVISION OF ADMINISTRATIVE HEARINGS**

By: _____ Date: _____

Megan S. Silver

Executive Director & Administrative Law Judge

CITY OF NEPTUNE BEACH, FLORIDA

By: _____ Date: _____

Title: _____



Agenda Item #7A Appeal of Denial of V25-06

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEMS:	Applicant's (Edward Salem's) Appeal of Variance Letter of Denial; V25-06
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	November 3, 2025
BACKGROUND:	<u>PROCEDURAL HISTORY</u> On September 10, 2025, the Community Development Board ("CDB") unanimously denied Edward Salem's request for a variance for the property located at 1621 5th Street, (northeastern corner of Lora Street and 5th Street). Edward Salem timely filed an appeal of the CDB's decision. Salem argues that the CDB did not base its decision on competent, substantial evidence and testimony produced at the hearing. The Applicant has the burden of arguing his appeal, so I will not present his arguments in this report. The applicant's argument is contained in the agenda materials and he will have the opportunity to present his appeal to the Council. <u>BASIS FOR CDB'S DENIAL</u> The CDB determined that the variance is inconsistent with LDC 27-147 (1-7), specifically; 1) The property does not have unique and peculiar circumstances, which creates an exceptional and unique hardship; 2) The proposed variance is not the minimum necessary to allow the reasonable use of the parcel of land; 3) The effect of the proposed variance is not in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC; 4) The need for the variance has been created by the actions of the property owner or developer and is the result of mere disregard for the provisions from which relief is sought; and

5) Granting the variance will confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

COUNCIL'S STANDARD OF REVIEW

Section 27-153 of the ULDC states: *The city council **shall** uphold the decision of the community development board unless the council finds that:*

- (1) *Defects in notice or procedural due process are alleged and proven; or*
- (2) *The decision of the community development board is not supported by **competent substantial evidence and testimony produced at the public hearing; or***
- (3) *New evidence is available because of substantial changes in circumstance.*

COMPETANT, SUBSTANTIAL EVIDENCE AND TESTIMONY PRODUCED AT THE HEARING

The competent, substantial evidence standard does not refer to “the quality, character, convincing power, or the weight of the evidence presented.” *Scholastic Book Fairs, Inc. Great American Division v. Unemployment Appeals Commission*, 671 So. 2d 287, 289 n.3 (Fla. 5th DCA 1996). Rather, “substantial evidence” is evidence that establishes a substantial basis of fact from which the ultimate fact at issue can be reasonably inferred. *De Groot v. Sheffield*, 95 So. 2d 912 (Fla. 1957). And in using “the adjective “competent” to modify the word “substantial,” the Florida Supreme Court intended that the evidence should be “sufficiently relevant and material that a reasonable mind would accept as adequate to support the conclusion reached.” *Id.* at 916. As succinctly summarized in *Scholastic Book Fairs*: “Competency of evidence” refers to its admissibility under legal rules of evidence. “Substantial” requires that there be some (more than a mere iota or scintilla), real, material, pertinent, and relevant evidence (as distinguished from ethereal, metaphysical, speculative or merely theoretical evidence or hypothetical possibilities) having definite probative value (that is, “tending to prove”). *Id.* at 289 n.3.

This standard of review is not a factual inquiry, but a legal one: Is the quasi-judicial decision supported by any evidence in the record. *Lee County v. Sunbelt Equities, II, Ltd. Partnership*, 619 So. 2d 996 (Fla. 2d DCA 1993). If so, the circuit court's (In this case the Council's) inquiry is over; it must close the file and deny certiorari (In this case, the appeal). *Dusseau*. What constitutes “competent, substantial evidence” in the quasi-judicial context is quite broad and includes:

- documentary evidence (e.g., maps, diagrams, reports) and testimony from witnesses, including experts and even the applicant, see, e.g., *Miami-Dade County v. Walberg*, 739 So. 2d 115 (Fla. 3d DCA 1999); *Metropolitan Dade County v. Sportacres Development Group, Inc.*, 698 So. 2d 281 (Fla. 3d DCA 1997); *Riverside Group, Inc. v. Smith*, 497 So. 2d 988 (Fla. 5th DCA 1986).

ANALYSIS

Here, the CDB relied on a plethora of competent, substantial evidence in reaching its determination to deny the variance including the applicant's

	testimony and application, deed and surveys. Any one of which alone would legally be considered enough competent, substantial evidence to find that: 1) The property does not have unique and peculiar circumstances, which creates an exceptional and unique hardship because there are five other lots with the same circumstances; 2) The proposed variance is not the minimum necessary to allow the reasonable use of the parcel of land because the house can be smaller, the lots can access off of 5th Street, only one home can be built, the applicant can seek relief from the title insurance, and the applicant can request a reduction of the easement from City Council; 3) The effect of the proposed variance is not in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC because granting the variance would create a non-conformity; 4) The need for the variance has been created by the actions of the property owner or developer and is the result of mere disregard for the provisions from which relief is sought because the property owner should have been aware of the easement when he bought the property, the house can be smaller, the lots can access off of 5th Street, only one home can be built, the applicant can seek relief from the title insurance, and the applicant can request a reduction of the easement from City Council; and, 5) Granting the variance will confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district because granting the variance would create a non-conformity. <u>CONCLUSION</u> The applicant has failed to demonstrate that the CDB did not base its decision on competent, substantial evidence. On the contrary, the record shows a plethora of competent, substantial evidence to support the CDB's determination and their decision should be upheld by the Council.
RECOMMENDATION:	Uphold the CDB's denial of V25-06
ATTACHMENTS:	1. Appeal of Denial of Variance 2. Variance Letter of Denial; Community Development Board V25-06 3. Section 27-153, Neptune Beach Unified Land Development Code 4. September 10, 2025 CDB Agenda Materials 5. September 10, 2025 CDB Meeting Minutes

1. Appeal of Denial of Variance

CITY OF NEPTUNE BEACH

116 First Street
Neptune Beach, Florida 32266-6140
(904) 270-2400 Ext. 3 Bldgclerk@nbfl.us

APPEAL TO THE CITY COUNCIL FOR ANY FINAL DECISION OF THE COMMUNITY DEVELOPMENT BOARD WITH RESPECT TO A VARIANCE

Please fill out the following in order to file your appeal within 30 days of the date that the decision was rendered. Return to the City Clerk to be placed on the next available City Council agenda.

Date of Application: 10/8/2025 Date decision was made: 9/10/2025 (10/7/2025 Rendition of Order)

Please fill out the following in order to fill your appeal and submit a \$800.00 fee:

Name of Applicant: Linward Development Corp **Address of Applicant:** 3570 St. Augustine Road

Variance Number: **V-25-06** Variance address: **1621 5th Street (RE Parcel 173086-0000)**

Date of Community Development Board's Meeting _____

Below states the City of Neptune Beach code for this appeal process:

Sec. 27-153. Procedure for appeal.

- (a) The following may appeal to the city council any final decision of the Community Development Board with respect to a variance:
 - (1) The applicant for the variance;
 - (2) The owner of any property which abuts, as described in section 27-144(c)(2) or (3), the property for which the variance was requested; or
 - (3) Any person who appeared orally or in writing before the Community Development Board.
- (b) The notice of appeal shall state the specific error(s) alleged as the grounds for the appeal and shall be filed, along with the filing fee, with the city clerk within 30 days of the decision by the Community Development Board.
- (c) At its next regular meeting, the city council shall review the record of the hearing conducted by the Community Development Board. No new evidence may be presented unless it pertains to events or circumstances, which have substantially changed since the board of appeal's decision. The city council shall uphold the decision of the Community Development Board unless the council finds that:
 - (1) Defects in notice or procedural due process are alleged and proven; or
 - (2) The decision of the Community Development Board is not supported by competent substantial evidence and testimony produced at the public hearing.

- (d) The city council must affirm, modify, or reverse, by majority vote, each contested decision. When the council acts on a contested decision pertaining to a final decision of the Community Development Board, that action shall be deemed to be the final action of the city council and shall be subjected to no further review by the council.

In respect to the variance you are:

- ☒ (1) The applicant for the variance;
☐ (2) The owner of any property which abuts, as described in section 27-144(c)(2) or (3), the property for which the variance was requested; or
☐ (3) Any person who appeared orally or in writing before the Community Development Board.

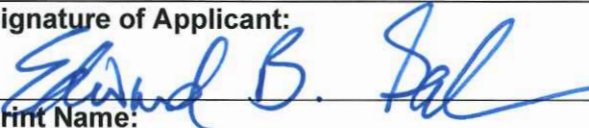
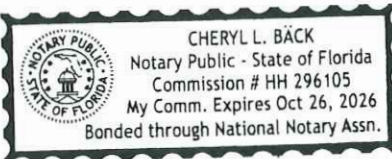
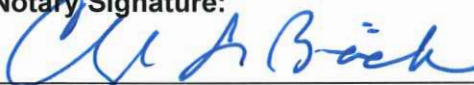
You are filing this appeal for (check all that apply):

- ☐ (1) Defects in notice or procedural due process are alleged and proven; or
☒ (2) The decision of the Community Development Board is not supported by competent substantial evidence and testimony produced at the public hearing.

Please state the specific errors that allegedly happened at the Community Development Board meeting:

Please see attached

(Use a separate sheet if necessary)

Signature of Applicant: 	State of Florida County of: <u>Duval</u>
Print Name: <u>Edward B. SALEM</u>	Signed and sworn before me on this <u>8th</u> day of <u>October</u> 20 <u>25</u>
	Identification Verified: <u>yes - Driver's License</u>
	Oath sworn: Yes or <u>No</u>
	Notary Signature: 
	My Commission expires: <u>10/26/2025</u>

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.

Zachary Miller, Esq is hereby authorized TO ACT ON BEHALF OF **Linward Development Corp**, 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:

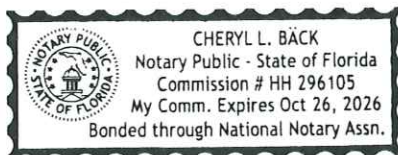
BY: _____

Signature of Owner

Print Name: Edward B. Salem,
President of Lindward Development Corp.
Telephone: 904-424-9333

COUNTY OF DUVAL
STATE OF FLORIDA

The foregoing was acknowledged before me this 8th day of October by Edward Salem as Owner-President of Linward Development Corp. on behalf of the FL Driver's License. He/She is personally known to me or produced as identification.



Cheryl L. Bäck
Notary Public Signature
Print Name: Cheryl L. Bäck
Commission Expires: 10/26/2026

Appeal of Denial of Variance 25-06

October 8, 2025

1621 5th Street (RE Parcel 173086-0000)

Reason for Appeal

The decision of the Community Development Board (“CDB”) was not supported by competent substantial evidence and testimony produced at the public hearing.

The Property

Applicant is the owner of property located at 1621 5th Street (RE Parcel 173086-0000) (the “Property”).

The Property is zoned R-3. The R-3 zoning allows lots that are 50 feet wide and 5000 square feet in area. The Property has a variable width and variable depth causing an irregular shape but has sufficient area to accommodate the width and area requirements mandated by the R-3 zoning with two lots fronting on Lora Street.

On June 6, 1994, the City of Neptune Beach passed an ordinance vacating the Easterly 25 feet of 5th St. right of way between South St. and Lora St. As part of the vacation, an easement was created right over the land being vacated (the “Easement”). Per the City’s professional staff, “this (E)asement creates a hardship because it reduces the buildable area on this lot to less than 25 feet.”

Six (6) lots which border 5th Street are encumbered by this easement. Other than the Property, these properties are:

553 South Street – which is 94 feet wide.
554 Bowles Street – which is 90 feet wide.
553 Bowles Street – which is 94 feet wide.
553 Davis Street – which is 97 feet wide.
546 Davis Street – which is 117 feet wide.

Thus, only one other lot has the same condition and is large enough to have two lots.

The properties immediately to the south of the Property (across Lora Street) are two fifty (50) wide lots.

Variance Requested

The applicant requested a variance of seven (7) feet to four (4) feet for the internal side yard setback. Meaning the new western lot which is encumbered by the Easement could be three (3) feet closer to new home which would be built on the eastern lot.

Staff Report

The City's professional staff issued a staff report analyzing the relevant criteria for the variance and recommended approval.

As a matter of law, staff reports on quasi-judicial items constitute competent substantial evidence. *City of Hialeah Gardens v. Miami-Dade Charter Found., Inc.*, 857 So. 2d 202, 205 (Fla. 3d DCA 2003), *Palm Beach County v. Allen Morris Co.*, 547 So. 2d 690, 694 (Fla. 4th DCA 1989); *Hillsborough County Bd. of County Comm'rs v. Longo*, 505 So. 2d 470 (Fla. 2d DCA 1987); *Metropolitan Dade County v. Fuller*, 515 So. 2d 1312 (Fla. 3d DCA 1987); *City of Tampa v. Madison*, 508 So. 2d 754, 754 (Fla. 2d DCA 1987); *Starratt v. City of Jacksonville*, No. 2015-CA-2285 (Fla. 4th Cir. Ct. Oct. 28, 2016) and *Jesus Fellowship, Inc., v. Miami-Dade County*, 752 So.2d 708, 710 (Fla. 3d DCA 2000).

CDB Hearing

Because the staff report constitutes competent substantial evidence to support approval, the CBD was required to cite competent substantial evidenced adduced in the hearing in order to deny the application.

However, the reason cited for denial by the CDB was the concern that the variance would set a precedent for multiple variances in this area. As explained, only one other lot in the area could, in theory, seek the same variance for a similar reason.

The City's attorney told the CDB, "Granting or denying the variance doesn't set a precedent so it's not binding on the future" adding "each variance is particular to each application."

Despite this, the CDB in its deliberations focused on possible future variances for the other "6 lots." One member said this could "put a vibe out there." Another member said they felt "rushed" due to possible future vacation of the Easement or part of the Easement. Another member stated they were concerned about the "density" and the "parking" and that this would create a "non-conformity in density." Another member said she "assumed (the applicant) does not live in Neptune Beach¹" and added that this "discredits Neptune Beach." Another said six (6) homes have the, "same issue." Another said, "personally I think the title company should be held responsible" while another said that the relief needs to come from the "title company."

¹ In fact, the Vice President for Applicant live on Bowles Street and the President is a former resident.

In short, in voting to deny the variance, the CDB referenced their own opinions and evidence as to the possibility of this variance setting a precedent, as well as matters that are not the lawful criteria for a variance.

The opinions and evidence supplied by board members cannot be competent substantial evidence. *Miami-Dade Cty. v. City of Miami*, 315 So. 3d 115, 126 (Fla. 3d DCA 2020) citing *Thorn v. Fla. Real Estate Comm'n*, 146 So. 2d 907, 910 (Fla. 2d DCA 1962).

Because the CDB denied the variance due to invalid reasons and based upon their own opinions there was no competent substantial evidence to support the City's denial.

City of Neptune Beach
Heather Whitmore, AICP, PTP
Community Development Director
116 First Street • Neptune Beach, Florida 32266
(904) 270-2400 Ext. 34 • CDD@NBFL.US



2. Variance Letter of Denial

October 8, 2025

Edward Salem
2034 First Street North
Jacksonville Beach, FL 32250
ed@linwardmortgage.com

RE:

Variance Letter of Denial Community Development Board V25-06: Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Linward Development Corp. for the property 1621 5th Street, Neptune Beach, Florida (northeastern corner of Lora Street and 5th Street - RE Parcel 173086-0000). The applicant requests a variance from Table 27-239 R-3 interior side yard setback to permit the construction of a single-family residence with a four foot interior side yard minimum setback in lieu of the required seven foot interior side yard setback.

Dear Mr. Ed Salem:

On September 10, 2025, the Community Development Board for the City of Neptune Beach unanimously denied your request for a variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for the property 1621 5th Street, Neptune Beach, Florida (northeastern corner of Lora Street and 5th Street - RE Parcel 173086-0000).

The findings of fact and conclusions of law, which are the basis of the Community Development Board's decision in this matter, are found within the minutes of the meeting and in the agenda materials, which are hereby adopted and incorporated herein and made a part hereof by reference. The Community Development Board of the City of Neptune Beach found.

The variance is inconsistent with LDC 27-147 (1-7), specifically;

The property does not have unique and peculiar circumstances, which creates an exceptional and unique hardship, because there are five other lots with the same circumstances.

The proposed variance is not the minimum necessary to allow the reasonable use of the parcel of land, because the house can be smaller, the lots can access off of 5th Street, only one home can be built, the applicant can seek relief from the title insurance, and the applicant can request a reduction of the easement from City Council.

The effect of the proposed variance is not in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC, because granting the variance would create a non-conformity.

The need for the variance has been created by the actions of the property owner or developer and is the result of mere disregard for the provisions from which relief is sought, because the property owner should have been aware of the easement when he bought the property, the house can be smaller, the lots can access off of 5th Street, only one home can be built, the applicant can seek relief from the title insurance, and the applicant can request a reduction of the easement from City Council.

Granting the variance will confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district, because granting the variance would create a non-conformity.

No further action is required. If you should have any questions, please contact me at 904-270-2400 or cdd@nbfl.us.

Sincerely,

A handwritten signature in blue ink that reads "Heather Whitmore". The signature is fluid and cursive, with the first name "Heather" being more prominent than the last name "Whitmore".

Heather Whitmore, AICP
Community Development Director

CC:

Catherine Ponson, City Clerk
Paul Waters, City Attorney

Sec. 27-153. - Procedure for appeal.

- (a) The following persons may appeal to the city council any final decision of the community development board with respect to a variance for the property located within the R-1, R-2, R-3, R-4 or R-5 zoning districts:
 - (1) The applicant for the variance;
 - (2) The owner of any property within three hundred (300) feet, as described in subsection 27-144(c)(2), for which the variance was requested; or
 - (3) Any person deemed a party intervener or similar status under applicable rules adopted by the community development board.
- (b) The notice of appeal shall state the specific error(s) alleged as the grounds for the appeal and shall be filed, along with the filing fee, as passed by resolution of the city council, with the city clerk within thirty (30) days from the date the decision of the applicable board is rendered.
- (c) At its next regular meeting, following all appropriate notice, the city council shall review the record of the hearing conducted by the community development board. No new evidence may be presented unless it pertains to events or circumstances, which have substantially changed since the community development board decision. The city council shall uphold the decision of the community development board unless the council finds that:
 - (1) Defects in notice or procedural due process are alleged and proven; or
 - (2) The decision of the community development board is not supported by competent substantial evidence and testimony produced at the public hearing; or
 - (3) New evidence is available because of substantial changes in circumstance.
- (d) The city council must affirm, modify, or reverse, each appeal of a variance. When the council acts on an appeal of a final decision of the board, that action shall be deemed to be the final action of the city and shall be subjected to no further review by the city council.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2010-14, § 27, 9-7-10; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: September 10, 2025
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: V25-06

TO: Community Development Board

FROM: Heather Whitmore, AICP, PTP Community Development Director

DATE: September 5, 2025

SUBJECT: Variance Request 1621 5th Street (RE Parcel 173086-0000)

I. BACKGROUND:

Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Linward Development Corp. for the property 1621 5th Street, Neptune Beach, Florida (northeastern corner of Lora Street and 5th Street - RE Parcel 173086-0000). The applicant requests a variance from Table 27-239 R-3 interior side yard setback to permit the construction of a single-family residence with a four foot interior side yard minimum setback in lieu of the required seven foot interior side yard setback. The property is in the R-3 zoning district.

II. DISCUSSION:

The property owner of 1621 5th Street requests a variance from Table 27-239 for the east interior side yard to allow a four-foot setback rather than the required seven foot. The property is in the R-3 zoning district. The purpose of the request is to construct a single-family home.

The existing 13,334 square foot “double lot” is 113 feet wide by 117 feet deep. The owner recently demolished the lot’s original 1954 home to subdivide the property into two single-family 55’ x 116’ lots. Although the double lot has adequate area and dimensions to accommodate two single-family homes, the westernmost frontage along 5th Street contains a 25 foot City water main utility easement, thereby making

50% of the western lot unbuildable. The utility easement contains a water main located ten feet east of the western property line.

The applicant has requested a five foot vacation of the 25 foot easement but still needs to shift the home site eastward to accommodate a standard +/- 27' wide home. The applicant is therefore requesting a variance on the east interior side yard to allow a four-foot setback rather than the required seven foot. The five foot easement vacation in conjunction with three foot setback variance, will allow the owner to construct a standard-width home on the western lot.

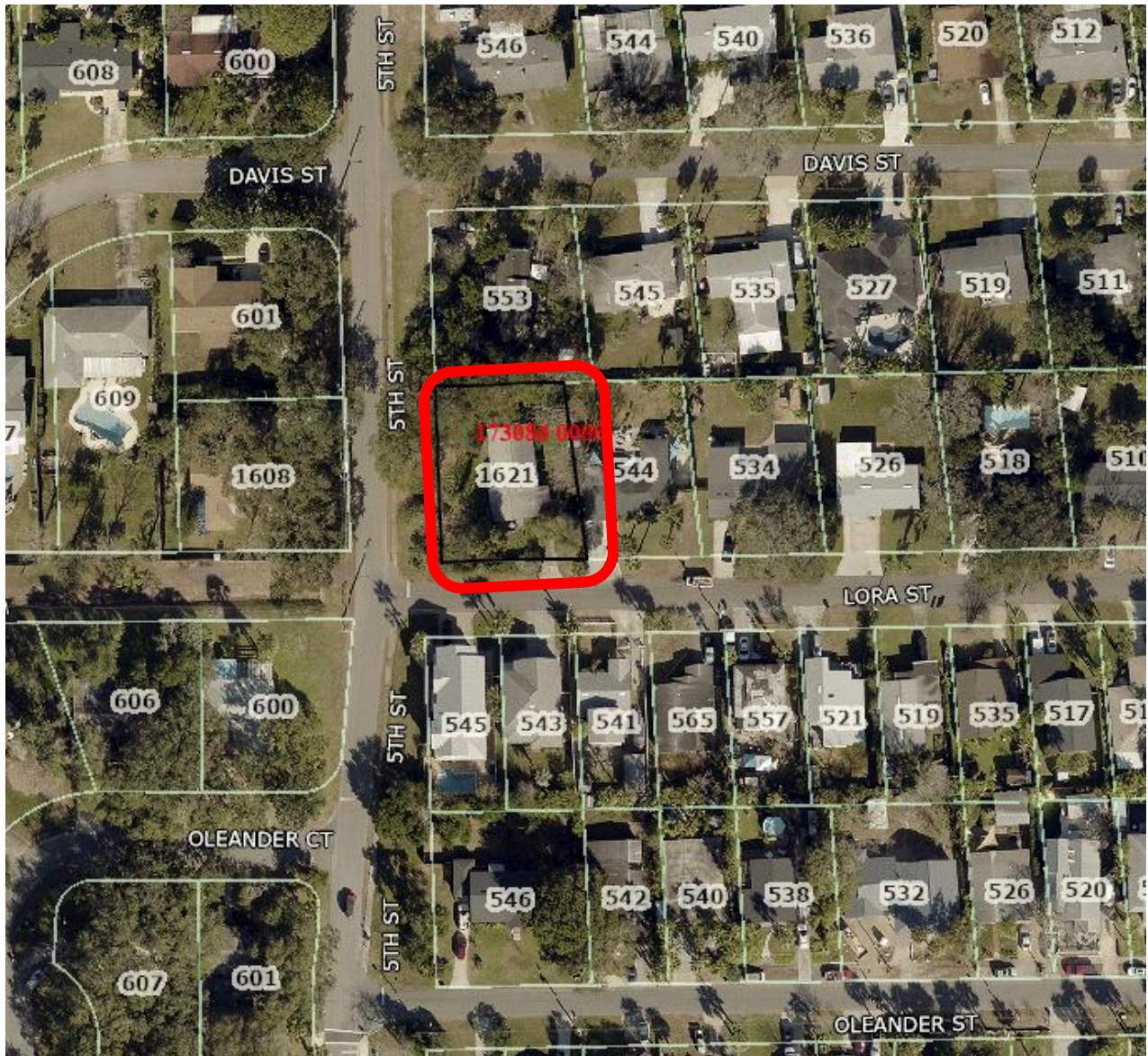


Figure 1: 1621 5th Street

III. 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:** On June 6, 1994, the City of Neptune Beach passed an ordinance vacating the Easterly 25 feet of 5th St. right of way between South St. and Lora St. They also in the same ordinance retained an easement right over the land being vacated. This easement creates a hardship because it reduces the buildable area on this lot to less than 25’
- b. **Staff Response:** The property is unique in size or peculiar in circumstances. All the homes in the R-3 district or along 5th Street do not have a 25 foot utility easement. This lot does have unique hardship.

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

- a. **Applicant Response:** By reducing the side yard setback from 7’ to 4’ on the east side (side opposite the easement) it provides a better opportunity to build on the lot.
- b. **Staff Response:** The requested variance for the side setbacks is the minimum necessary to allow for construction of a single-family home expansion. The easement conditions are unique.

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

- a. **Applicant Response:** The lot is bordered by 5th St. on the West and by another lot owned by the applicant on the East so no adjacent property owners will be impacted.
- b. **Staff Response:** It’s unknown if the proposed variances to the side setbacks would negatively impact adjacent and nearby properties or the public in general. In staff’s opinion, the variance is minimal to accommodate the hardship.

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

- a. **Applicant Response:** Property values will be enhanced. This property is currently occupied by a small house scheduled for demolition. The new home to be constructed will not only create more tax revenue for the City but increase market values for the other houses in the area.

- b. **Staff Response:** It is unknown if the proposed variance would diminish property value. The new home would have a similar footprint as existing homes in the area.
- 4. **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 Unified Land Development Code provides guidelines to ensure orderly development. A minor variance of the type being requested is still in harmony with the general intent of the code
 - b. **Staff Response:** The variance request is in harmony with the general intent of the LDC.
- 5. **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:** If there was a way to build on the lot without encroaching on the city easement, there would be no need for a variance. There is nothing the current owner did to create the need for the variance.
 - b. **Staff Response:** The variance request for side setbacks is not created through the actions of the property owner. The variance is minimal to accommodate the hardship presented by the easement.
- 6. **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:** ...
 - b. **Staff Response:** Granting the variance request for the side setback would not confer upon the applicant a special privilege not granted in the zoning district.

IV. **CONCLUSION:** Staff recommends approval of the variance request to allow a four-foot eastern interior side setback rather than the required seven foot as requested.

V. **RECOMMENDED MOTION:**

- a. I recommend approval of V25-06
- OR
- b. I recommend denial of V25-06

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: 08-25-2025	Zoning District: R-3	Real Estate Parcel Number: 173086-0000
Name & Address of Owner of Record: Linward Development Corp. 3570 St. Augustine Rd., Jacksonville, Fl. 32207 Contact phone number# 904-424-9333 e-mail address: ed@linwardmortgage.com		Property Address: 1621 5 th St., Neptune Beach, Fl. 32266 Number of units on property ___one___ Have any previous applications for variance been filed concerning this property? ___No___ If Yes, Give Date: _____
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): Reduce the side yard setback on the East side of the corner lot from 7 feet to 4 feet. The current set back under Table 27-239 in zoning district R-3 is 7 feet.		
2. Explain the purpose of the variance (if granted)? The variance is needed in order to be able to fit a house on the lot while not encroaching on the City of Neptune Beach 25 foot easement on the West side of the lot.		
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.

On June 6, 1994, the City of Neptune Beach passed an ordinance vacating the Easterly 25 feet of 5th St. right of way between South St. and Lora St. They also in the same ordinance retained an easement right over the land being vacated. This easement creates a hardship because it reduces the buildable area on this lot to less than 25'

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

By reducing the side yard setback from 7' to 4' on the east side (side opposite the easement) it provides a better opportunity to build on the lot

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

The lot is bordered by 5th St. on the West and by another lot owned by the applicant on the East so no adjacent property owners will be impacted

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

Property values will be enhanced. This property is currently occupied by a small house scheduled for demolition. The new home to be constructed will not only create more tax revenue for the City but increase market values for the other houses in the area.

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

The Unified Land Development Code provides guidelines to ensure orderly development. A minor variance of the type being requested is still in harmony with the general intent of the code

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

If there was a way to build on the lot without encroaching on the city easement, there would be no need for a variance. There is nothing the current owner did to create the need for the variance.

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.

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)

Linward Development Corp.

NAME OF AUTHORIZED AGENT

ADDRESS OF PROPERTY OWNER

3570 St. Augustine Rd., Jacksonville, Fl. 32207

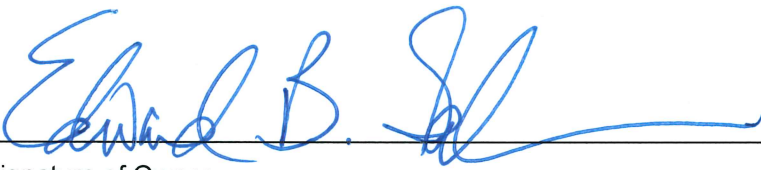
ADDRESS OF AUTHORIZED AGENT

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.

_____ is hereby authorized TO ACT ON BEHALF OF _____, 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

Edward B. Salem, President
Print Name

Signature of Owner

Print Name
Daytime Telephone Number 904-424-9333 State of Florida
County of Duval

Signed and sworn before me on this 25th day August of 2025.

By Edward B Salem

Identification verified: FL DL Oath sworn: ☒ Yes ☐ No


Notary Signature

My Commission expires: _____



ROSEMARY A. MARRERO
Commission # HH 343281
Expires February 27, 2027

Prepared by and return to:

Maria Coutu

Atlantic Coast Title & Escrow

1525-B The Greens Way, Suite 100

Jacksonville Beach, FL 32250

(904) 372-4834

File Number: 2025-22938

Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 7th day of August, 2025 between **Malcolm Stone, a single person, Trustee of the Theodora B. Stone Living Trust and Malcom Stone, a single person** whose post office address is **1621 5th St, Neptune Beach, FL 32266**, grantor, and **Linward Development Corporation, a Florida Corporation** whose post office address is **7002 Epping Forest Terrace, Jacksonville, FL 32217**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Duval County, Florida** to-wit:

Lot Twelve (12) and the Westerly Seventeen (17) feet of Lot Thirteen (13), Block Thirty (30), Merimar, according to plat thereof recorded in Plat Book 8, page 30, current public records of Duval County, Florida.

TOGETHER WITH the adjacent portion of the easterly twenty-five (25) feet of Fifth Street which was closed by Ordinance recorded in O.R. Book 9104, Page 2196, City of Neptune Beach Ordinance #1994-10.

Parcel Number: 173086-0000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2024**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

M. Coutu
Witness
Printed Name: Maria Coutu
P.O. Address: 1525B The Greens Way
Jax Beach, FL 32250

Savannah League
Witness
Printed Name: Savannah League
P.O. Address: 1525B The Greens Way
Jax Beach, FL 32250

The Theodora B. Stone Living Trust, a Florida Trust

By: Malcolm Stone, Trustee
Malcolm Stone, Trustee

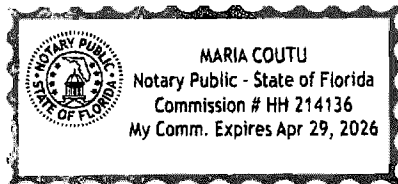
Malcolm Stone
Malcolm Stone

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of August, 2025 by Malcolm Stone, Trustee of the The Theodora B. Stone Living Trust and Malcom Stone who ☐ are personally known or ☒ have produced drivers' licenses as identification.

[Seal]

M. Coutu
Notary Public
Print Name: Maria DiMartino Coutu
My Commission Expires: April 29, 2026



LEGEND

- ⊗ = SITE BENCHMARK
- = SET 1/2" IRON ROD LB#8139
- = FOUND 1/2" IRON PIPE LB#3672
- = FOUND 1/2" IRON PIPE WITH NO IDENTIFICATION
- ⊕ = POWER POLE
- ⊕ = CABLE/INTERNET UTILITIES BOX
- ⊕ = CATCH BASIN
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = SANITARY GRAVITY VALVE
- = 4' WOOD FENCE
- = 6' WOOD FENCE
- = EXISTING ELEVATION
- = PROPOSED ELEVATION
- = EXISTING GROUND ELEVATIONS
- = EXISTING DRAINAGE FLOW
- = EXISTING TREE
- ✕ = TREE TO BE REMOVED

- A/C = AIR CONDITIONER ON PAD
- FFE = FINISHED FLOOR ELEVATION
- STY = STORY
- BRL = BUILDING RESTRICTION LINE (SETBACK) LINE
- R/W = RIGHT-OF-WAY LINE
- EOP = EDGE OF PAVEMENT
- CODOM = CODOMINANT
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PKNS = PARKER KALON NAIL SET
- NDS = NAIL AND DISK SET
- LB = LICENSED SURVEY BUSINESS
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- RBL = REFERENCE BEARING LINE
- (P) = PLAT CALL
- (M) = FIELD MEASURED VALUE
- (R) = RECORD VALUE

- = PROPOSED CONCRETE
- ▨ = PROPOSED COVERED
- = EXISTING CONCRETE

ZONING INFORMATION
NR-3 FROM PROPERTY
APPRASER'S WEBSITE

- FRONT 15'
- SIDE 7'
- REAR 25'

LOT	LOT AREA TABLE, H ²
PROPOSED BUILDING	2000.58
AC PAD	9.00
DRIVEWAY/SW TO R/W	356.05
TOTAL IMPERVIOUS AREA:	2365.63 (39.0%)



GRAPHIC SCALE
0 30 45
(IN FEET)
1 inch = 30 ft.

SURVEYOR'S NOTES:

- Legal Description has been furnished by client and/or his/her agents.
- No Title Opinion or Abstract of Matters Affecting the Title or Boundary to the Subject Property have been provided. It is possible that there could exist Deeds of Record, Unrecorded Deeds, Easements (especially any easements/documents recorded AFTER Plat Recordation) or other instruments that could affect this property.
- Measurements hereon are in accordance with U.S. Standard Feet, data acquired with theodolite and steel tape, or with Technologically Superior Equipment utilizing Redundant Techniques.
- MEASURED BEARINGS HEREON ARE BASED ON A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK "BART" AND "KREX", WHICH WERE DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) REAL-TIME KINEMATIC (RTK) SURVEY. A SOKKIA GCX3 GPS RECEIVER WAS USED AS A ROVER. RTK CORRECTIONS WERE OBTAINED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). COORDINATES OBTAINED FROM THE GPS SURVEY ARE REFERENCE TO NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000).
- Contiguous lots lie in same block, unit, phase, section etc. unless noted.
- Type of Survey: **PLAT PLAN - SHOWING BOUNDARY, TOPO AND TREE**
- Stated Legal Purpose of Survey: Acquisition, Sale, Mortgage, Permits, Planning.
- No Flood Zone Determination has been made or requested for this property during the course of this Survey.
- This Survey is not intended to locate any subsurface/underground objects, improvements, foundations or encroachments. Survey reflects above-ground features and improvements only.
- This Survey Does NOT Reflect or Determine Ownership of land or fences.
- This Survey is NOT Insured for Multiple uses. Fiduciary and all other obligations are limited to Certificates listed hereon utilizing Survey for purposes listed in Item 7 Above. See Note Above Signature Block.
- Construct Improvements to Iron Markers as Described Only. Wooden Stakes/Wire Flags are NOT Property Corners.
- All Above-ground Evidences of Utilities lie Within their respective easements unless noted.
- Proposed Building Dimensions and their ties to adjacent property or other lines are copied from provided plans.
- Elevations if shown are based on the North American Vertical Datum of 1988.
- Dimensions for the proposed residence shown hereon are from the provided foundation plan.
- See house plan "2732 RIGHT" for additional details.
- Plot hereon contains no angles or bearings for comparison to field measured values.
- Current FEMA F.I.R. Maps show property in FLOOD ZONE "X" WITH 0.2% ANNUAL FLOOD CHANCE according to flood insurance rate map panel: #12031C04171, effective on 11/2/2018.

Special Note - Liability Notice

NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN IN TITLE AND CERTIFICATION BLOCKS BELOW. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY IN ANY MANNER WHATSOEVER, WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR. SEE SURVEYOR'S NOTE #11 HEREON.

Surveyor's Certification

REPRODUCTIONS OF THIS SURVEY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR. THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN IN TITLE AND CERTIFICATION BLOCKS BELOW. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY IN ANY MANNER WHATSOEVER, WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR. SEE SURVEYOR'S NOTE #11 HEREON.

Digitally signed by Brandon D. Shugart
Date: 2025.08.21
10:09:36 -0400

Signature: Brandon D. Shugart, PSM #7009
surveying@imecivil.com

LEGAL DESCRIPTION

LOT 1 LINWARD, BEING A PORTION OF LOT TWELVE (12), BLOCK THIRTY (30), MERINMAR, ACCORDING TO THE PLAT THEREOF IN PLAT BOOK 8, PAGE 30, CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 12, MERINMAR; THENCE N 00°44'23" W ALONG THE EAST RIGHT OF WAY LINE OF 5TH STREET (A 60' RIGHT OF WAY), A DISTANCE OF 116.28 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9609, PAGE 6, CURRENT PUBLIC RECORDS SAID DUVAL COUNTY, THENCE N 89°03'15" E, ALONG SAID SOUTH LINE, A DISTANCE OF 49.00 FEET; THENCE S 03°40'32" E, DEPARTING SAID SOUTH LINE, A DISTANCE OF 116.73 FEET TO THE NORTH LINE OF LORA STREET (A 50' RIGHT OF WAY); THENCE S89°22'09" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.25 FEET TO THE POINT OF BEGINNING.

PLOT PLAN SHOWING BOUNDARY SURVEY AND TOPOGRAPHIC AND TREE

IME CIVIL & SURVEYING, LLC

1870 COUNTY ROAD 214
ST AUGUSTINE, FLORIDA 32084

WWW.IMECIVIL.COM
904-429-7764

Licensed Survey Business #8139
Certificate of Authorization #33025

Copyright
Do not copy or reproduce without permission.

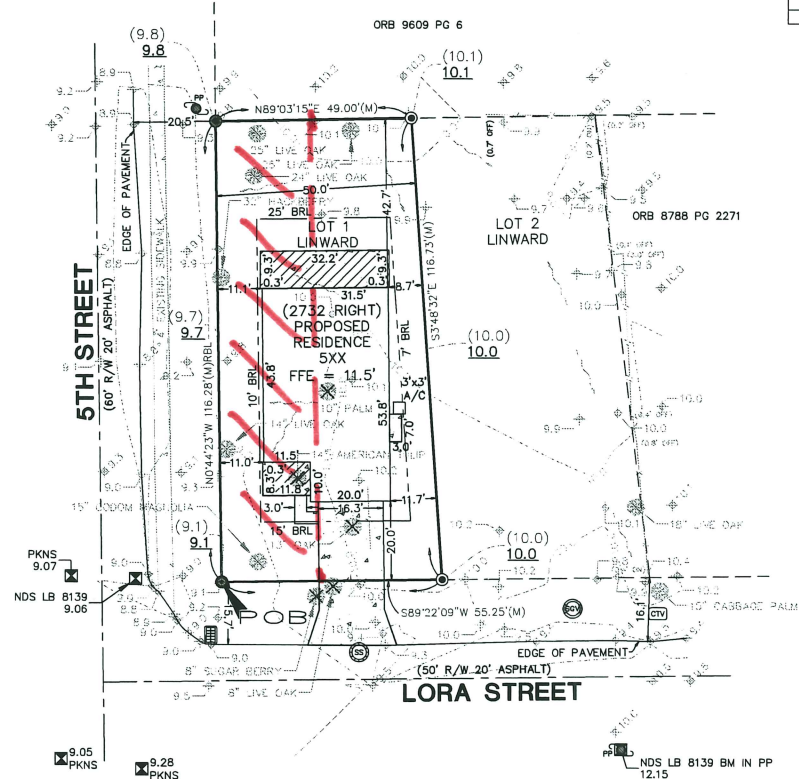
ADDRESS OF PROPERTY SHOWN HEREON:

FOR: **XL PROPERTIES**
AT: 5XX LORA STREET
NEPTUNE BEACH, FL 32266

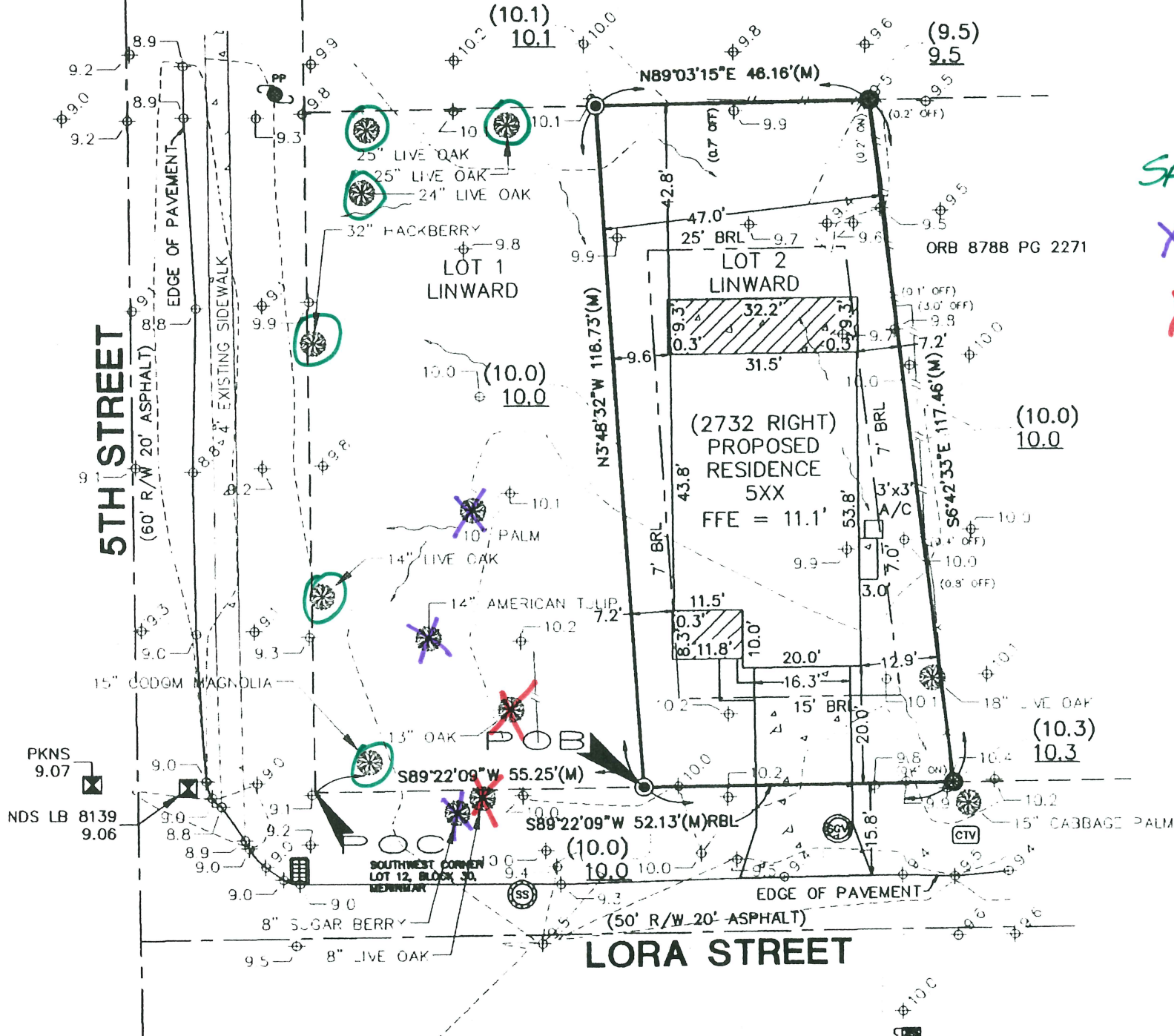
Drawn By: VG
Field Survey Date: 07/28/2025
FB/PG: 134-45
Scale 1" = 30 Feet
Drawing/File #: 071025.1

Additional Information/Certifications:
XXXXX

TREE REMOVAL SUMMARY
8" SUGAR BERRY
8" LIVE OAK
10" PALM
13" OAK
14" AMERICAN TULIP

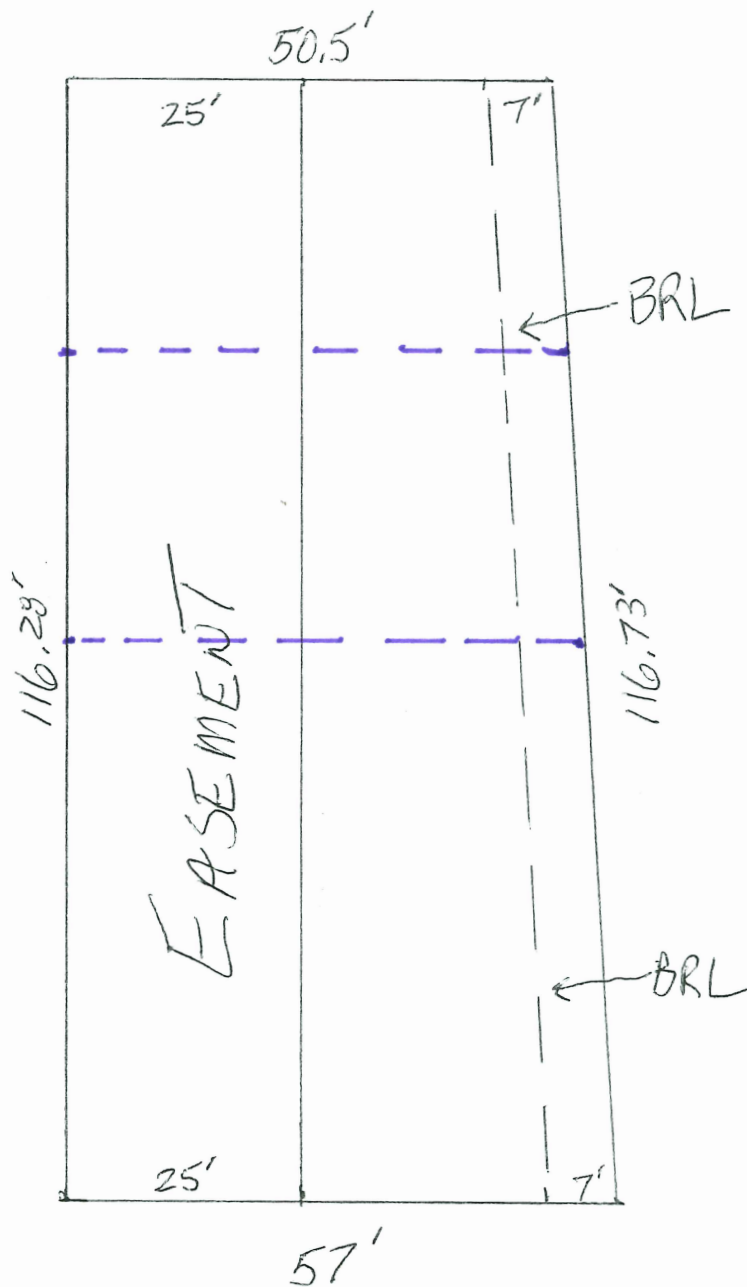


PROPOSED DRIVEWAY	2000.00
AC PAD	9.00
DRIVEWAY/SW TO R/W	356.05
TOTAL IMPERVIOUS AREA:	2365.63 (41.3%)



SAVE 6 TREES
X 3 Non-Protected
X 2 Protected

5TH ST.



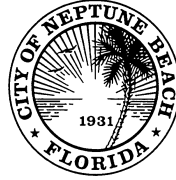
$\frac{3}{4}$ 52.12'

Midpoint 53.75'

216 Bowles Plan

25.5'
 + 25.0' EASEMENT
 + 4.0' SET BACK
54.5' NEEDED

LORA



**MINUTES
COMMUNITY DEVELOPMENT BOARD
September 10, 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 September 10, 2025, at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

Greg Swchwarzenberger, Chair
Rene Atayan, Vice-Chair
Charlie Miller, Member
Hillary Weatherhead, Member
Will Hilton, Member
Kathy Lahr-David, Alternate Member
Lynda Padrta, Member

Coral Messina, Alternate Member, was also in attendance.

The following staff members were present:

Heather Whitmore, Community Development Director
Paul Waters, City Attorney
Piper Turner, Code Compliance Supervisor
Dallas Alvarez, Administrative Assistant

**Call to Order
&
Roll Call**

Chair Schwarzenberger called the meeting to order at 6:00 p.m.

Pledge

Pledge of Allegiance.

Minutes

Approval of Minutes for the August 13, 2025 meeting.

Made by Mr. Miller , seconded by Ms. Lahr-David

MOTION: TO APPROVE AUGUST 13, 2025 MINUTES, AS SUBMITTED.

Roll Call Vote:

Ayes: 7 - Weatherhead, Miller, Lahr-David, Padtra, Hilton, Atayan,
Schwarzenberger

Noes: 0

MOTION CARRIED

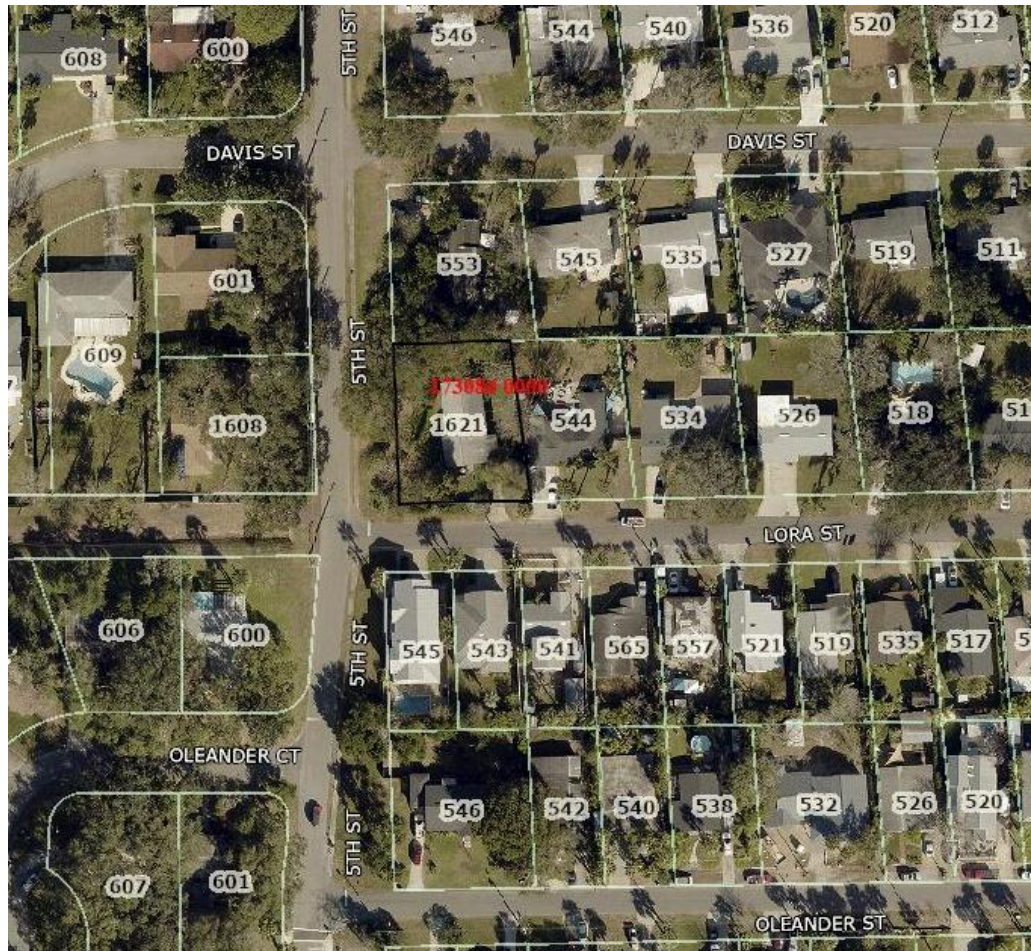
Swearing In City Attorney Waters asked anyone appearing before the board tonight to raise their right hand to be sworn in.

Ex Parte

V25-06 **V25-06** Application for variance as outlined in Chapter 27 Article III Division 8
Application for of the Unified Land Development Code of Neptune Beach for Linward
Variance Development Corp. for the property 1621 5th Street, Neptune Beach, Florida
1621 Fifth (northeastern corner of Lora Street and 5th Street - RE Parcel 173086-0000).
Street The applicant requests a variance from Table 27-239 R-3 interior side yard
setback to permit the construction of a single-family residence with a four-foot
interior side yard minimum setback in lieu of the required seven-foot interior
side yard setback. The property is in the R-3 zoning district.

Background Application for variance as outlined in Chapter 27 Article III Division 8 of the
Unified Land Development Code of Neptune Beach for Linward Development
Corp. for the property 1621 5th Street, Neptune Beach, Florida (northeastern
corner of Lora Street and 5th Street - RE Parcel 173086-0000). The applicant
requests a variance from Table 27-239 R-3 interior side yard setback to permit
the construction of a single-family residence with a four-foot interior side yard
minimum setback in lieu of the required seven-foot interior side yard setback.
The property is in the R-3 zoning district.

Discussion The property owner of 1621 5th Street requests a variance from Table 27-239
for the east interior side yard to allow a four-foot setback rather than the
required seven foot.
The property is in the R-3 zoning district. The purpose of the request is to
construct a single-family home.
The existing 13,334 square foot "double lot" is 113 feet wide by 117 feet deep.
The owner recently demolished the lot's original 1954 home to subdivide the
property into two single-family 55' x 116' lots. Although the double lot has
adequate area and dimensions to accommodate two single-family homes, the
westernmost frontage along 5th Street contains a 25-foot City water main utility
easement, thereby making 50% of the western lot unbuildable. The utility
easement contains a water main located ten feet east of the western property
line.
The applicant has requested a five-foot vacation of the 25-foot easement but
still needs to shift the home site eastward to accommodate a standard +/- 27'
wide home. The applicant is therefore requesting a variance on the east
interior side yard to allow a four-foot setback rather than the required seven
foot. The five- foot easement vacation in conjunction with three-foot setback
variance, will allow the owner to construct a standard-width home on the
western lot.



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:** On June 6, 1994, the City of Neptune Beach passed an ordinance vacating the Easterly 25 feet of 5th St. right of way between South St. and Lora St. They also in the same ordinance retained an easement right over the land being vacated. This easement creates hardship because it reduces the buildable area on this lot to less than 25'

b. **Staff Response:** The property is unique in size or peculiar in circumstances. All the homes in the R-3 district or along 5th Street do not have a 25-foot utility easement. This lot does have unique hardship.

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

a. **Applicant Response:** By reducing the side yard setback from 7' to 4' on the east side (side opposite the easement) it provides a better opportunity to build on the lot.

b. Staff Response: The requested variance for the side setbacks is the minimum necessary to allow for construction of a single-family home expansion. The easement conditions are unique.

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

a. Applicant Response: The lot is bordered by 5th St. on the West and by another lot owned by the applicant on the East so no adjacent property owners will be impacted.

b. Staff Response: It's unknown if the proposed variances to the side setbacks would negatively impact adjacent and nearby properties or the public in general. In staff's opinion, the variance is minimal to accommodate the hardship.

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: Property values will be enhanced. This property is currently occupied by a small house scheduled for demolition. The new home to be constructed will not only create more tax revenue for the City but increase market values for the other houses in the area.

b. Staff Response: It is unknown if the proposed variance would diminish property value. The new home would have a similar footprint as existing homes in 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 Unified Land Development Code provides guidelines to ensure orderly development. A minor variance of the type being requested is still in harmony with the general intent of the code

b. Staff Response: The variance request 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: If there was a way to build on the lot without encroaching on the city easement, there would be no need for a variance. There is nothing the current owner did to create the need for the variance.

b. Staff Response: The variance request for side setbacks is not created through the actions of the property owner. The variance is minimal to accommodate the hardship presented by the easement.

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:...

b. Staff Response: Granting the variance request for the side setback would not confer upon the applicant a special privilege not granted in the zoning district.

IV. CONCLUSION: Staff recommends approval of the variance request to allow a four-foot eastern interior side setback rather than the required seven foot as requested.

V. RECOMMENDED MOTION:

a. I recommend approval of V25-06

OR

b. I recommend denial of V25-06

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: 08-25-2025	Zoning District: R-3	Real Estate Parcel Number: 173086-0000
Name & Address of Owner of Record: Linward Development Corp. 3570 St. Augustine Rd., Jacksonville, Fl. 32207 Contact phone number# 904-424-9333 e-mail address: ed@linwardmortgage.com		Property Address: 1621 5 th St., Neptune Beach, Fl. 32266 Number of units on property <u>one</u> Have any previous applications for variance been filed concerning this property? <u>No</u> If Yes, Give Date: _____
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): Reduce the side yard setback on the East side of the corner lot from 7 feet to 4 feet. The current set back under Table 27-239 in zoning district R-3 is 7 feet.		
2. Explain the purpose of the variance (if granted)? The variance is needed in order to be able to fit a house on the lot while not encroaching on the City of Neptune Beach 25 foot easement on the West side of the lot.		
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. On June 6, 1994, the City of Neptune Beach passed an ordinance vacating the Easterly 25 feet of 5th St. right of way between South St. and Lora St. They also in the same ordinance retained an easement right over the land being vacated. This easement creates a hardship because it reduces the buildable area on this lot to less than 25'
B. How is the proposed variance the minimum necessary to allow reasonable use of the property? By reducing the side yard setback from 7' to 4' on the east side (side opposite the easement) it provides a better opportunity to build on the lot
C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general. The lot is bordered by 5th St. on the West and by another lot owned by the applicant on the East so no adjacent property owners will be impacted
D. Indicate how the proposed variance will not diminish property values nor alter the character of the area. Property values will be enhanced. This property is currently occupied by a small house scheduled for demolition. The new home to be constructed will not only create more tax revenue for the City but increase market values for the other houses in the area.
E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code. The Unified Land Development Code provides guidelines to ensure orderly development. A minor variance of the type being requested is still in harmony with the general intent of the code
F. Explain how the need for the proposed variance has not been created by you or the developer? If there was a way to build on the lot without encroaching on the city easement, there would be no need for a variance. There is nothing the current owner did to create the need for the variance.
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.

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)	NAME OF AUTHORIZED AGENT
Linward Development Corp.	
ADDRESS OF PROPERTY OWNER	ADDRESS OF AUTHORIZED AGENT
3570 St. Augustine Rd., Jacksonville, Fl. 32207	

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.

_____ is hereby authorized TO ACT ON BEHALF OF _____, 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: Edward B. Salem
 Signature of Owner
Edward B. Salem, President
 Print Name

 Signature of Owner

 Print Name
 Daytime Telephone Number _____ State of Florida
 904-424-9333 _____ County of Duval

Signed and sworn before me on this 25th day August of 2025.

By Edward B. Salem

Identification verified: FLDL Oath sworn: ☒ Yes ☐ No

Rosemary A. Marrero
 Notary Signature

My Commission expires:

 ROSEMARY A. MARRERO
 Commission # 181343281
 Expires February 27, 2027

DOC # 2025185826, OK BK 21515 Page 1051, Number Pages: 4,
Recorded 08/11/2025 08:29 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING \$18.50 DEED DOC ST \$5600.00

Prepared by and return to:
Maria Coutu
Atlantic Coast Title & Escrow
1525-B The Greens Way, Suite 100
Jacksonville Beach, FL 32250
(904) 372-4834
File Number: **2025-22938**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 7th day of August, 2025 between **Malcolm Stone, a single person, Trustee of the Theodora B. Stone Living Trust and Malcom Stone, a single person** whose post office address is **1621 5th St, Neptune Beach, FL 32266**, grantor, and **Linward Development Corporation, a Florida Corporation** whose post office address is **7002 Epping Forest Terrace, Jacksonville, FL 32217**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **Duval County, Florida** to-wit:

Lot Twelve (12) and the Westerly Seventeen (17) feet of Lot Thirteen (13), Block Thirty (30), Merimar, according to plat thereof recorded in Plat Book 8, page 30, current public records of Duval County, Florida.

TOGETHER WITH the adjacent portion of the easterly twenty-five (25) feet of Fifth Street which was closed by Ordinance recorded in O.R. Book 9104, Page 2196, City of Neptune Beach Ordinance #1994-10.

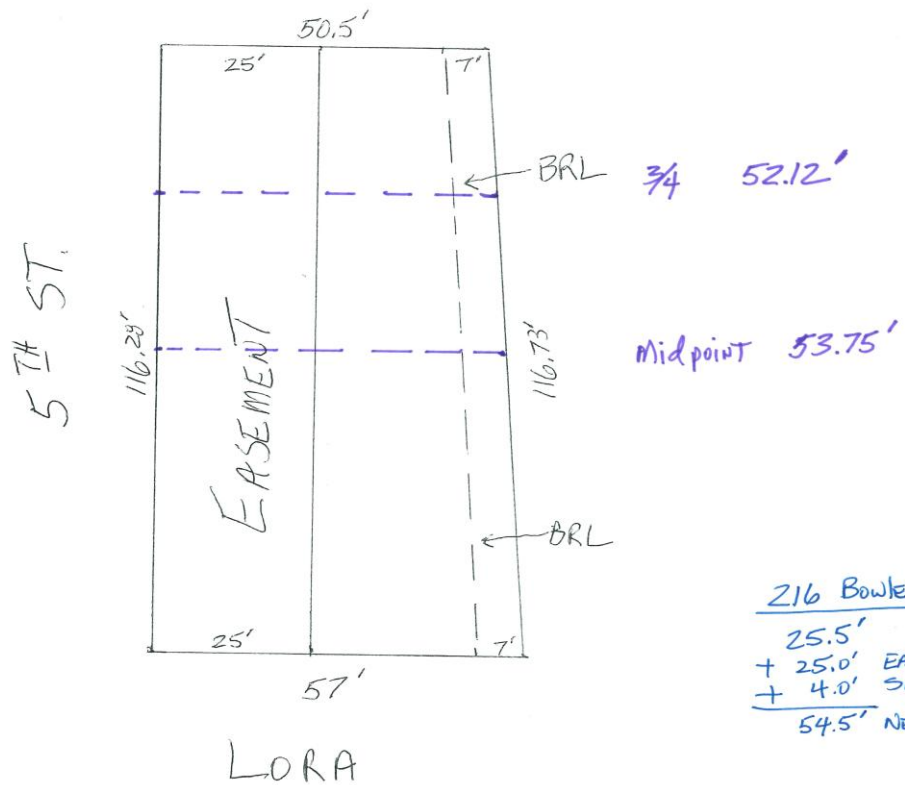
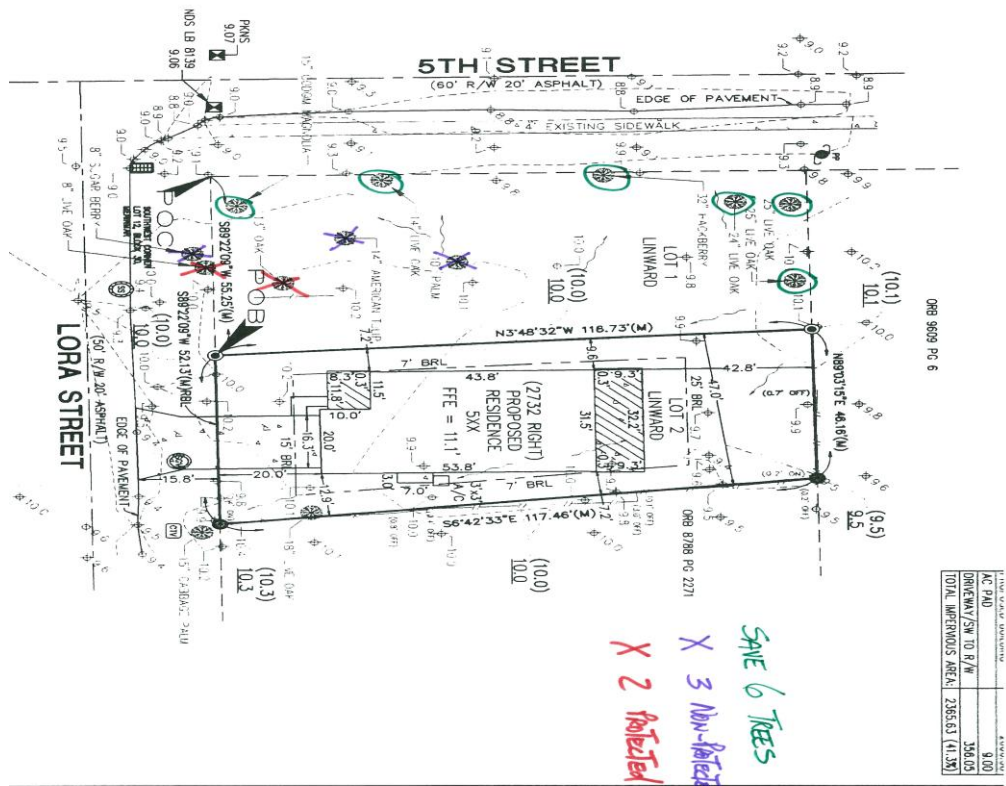
Parcel Number: 173086-0000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2024**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.



Board's questions and comments for Staff:

Mr. Schwartzenberger asked about the watermain easement, overlap and correlation between city ROW.

Ms. Whitmore explained that the ROW is approximately 15-20 feet from property and approximately 40 ft to where you can build.

Mr. Schwartzenberger asked if this variance is planned for the council to approve.

Ms. Whitmore answered it is the hope for council to approve of the CDB findings.

Ms. Padrta asked if the easement runs down all of 5th St.

Ms. Whitmore responded that it runs approximately 1 block north of Davis St.

Ms. Padrta inquired about a survey with the easements notated being given at the time of purchase and wanted to know if there was a survey conducted when the lots were subdivided and the easements listed.

Ms. Whitmore answered that the 25 ft easement isn't represented on the deed in the traditional way. The easement is referenced by an ordinance which is unusual and the land hasn't been subdivided yet.

Ms. Weatherhead asked if today's determination will set a precedence for other properties sharing the same easement.

Ms. Atayan shared that the Land Development Code was discouraging in the past and now with this variance for 5th St that the land density will be affected.

Mr. Schwartzenberger acknowledged that multiple lots may be eligible for 2 homes.

Ms. Padrta interjected that the lots may not be buildable.

Ms. Atayan explained that the board has been trying to decrease lot density and asked about flooding in this neighborhood.

Ms. Whitmore answered that west of Davis experiences flooding but not this particular area.

Ms. Lahr-David expressed concerns that the CDB will be back to discuss the other 6 lots that have the same circumstance.

Mr. Miller stated that a lot of time was spent on defining ordinances and the 7 ft setback was set for a reason. If a variance is given, then the property would be non-conforming to the ordinance.

Mr. Salem responded to the CDB questions and states that the seller for this property did not disclose the easement. He also shared that the ordinance was sited in the legal description but not on the deed, title or survey. Mr. Salem shared his plans for building and selling 2 houses built on the property once divided. The buyers will be informed of the variances before purchase. He went on to explain the designs and sizes of the homes to match current neighborhood designs.

Mr. Hilton inquired if a title claim has been filed and if it was always the intent to subdivide the property.

Mr. Salem answered that a claim has not been filed yet and that he wouldn't have purchased the property if it had been known that it couldn't be split.

PUBLIC COMMENT:

Luara Callaway - 544 Lora St – is concerned about this situation setting a precedent and that allowing for more homes and more cars will change Neptune Beach into a smaller Atlantic Beach or Jacksonville Beach.

Bonnie Wagner – 465 Lora St – shared her concerns about putting 2 houses on one lot and it changing the face of the neighborhood and asked if there was a solution without having the variance. Such as building smaller houses.

Coral Messina – Questioned Heather Whitmore about the proposed vacation inhibiting the widening of streets and sidewalks in that area. She also worries that it may put CONB in a predicament regarding congestion in traffic. Recommends denial.

Board Comments and Questions:

Mr. Salem responded that this easement only exists for 3 blocks. 40.5 ft land area east of 5th and cannot be extended.

Attorney Paul Waters reported to everyone that granting or denying a variance does not set a precedent. It's not binding but could influence future decisions. Each variance is particular to each application and each property.

Mr. Schwartzenberger shared his concerns that this scenario will come back in the future with the other properties. He asked if this is a bigger issue that the City Council needs to address and what are the steps to get this truly fixed. He doesn't want the CDB to appear foolish by providing different answers.

Ms. Atayan concurred with Mr. Schwartzenberger. She feels this decision may be premature due to unanswered questions for Public Works and the City Council and doesn't want to rush without some variables being addressed by other departments.

Mr. Hilton explained that the board is being asked to review a variance and make a decision. The outcome should be based on what's been presented.

Ms. Messina said that she's wrestling with density in the area and has concerns with parking, garbage trucks and Amazon. She believes that the board will be creating a non-conforming property where there was not one before.

Ms. Weatherhead understands the real estate perspective and believes a single-family dwelling will be fine there.

Ms. Padrta stated that 6 other properties have the same issue, so this is not unique to that property. She shared her concerns about density and thinks the title company should be responsible.

Mr. Schwartzenberger reiterated that it would be a non-conforming new build which is what the CDB has worked hard to prevent.

Ms. Atayan shared how she has been strictly prohibited from doing things on her property, so she has sympathy for the applicant and suggests they seek relief from their title company.

Mr. Hilton didn't think the variance request is unique or exceptional. The property owners can build something that does conform. The property was purchased with the easement and feels special privilege would be granted by allowing a variance.

Ms. Lahr-David concurred with William that the property is not unique and can be subdivided according to CONB zoning laws.

The public hearing was closed.

Made by William Hilton, seconded by Charles Miller

MOTION TO DENY VARIANCE V25-06.

Roll Call Vote:

Ayes: 7 -Miller, Lahr-David, Hilton, Padra, Atayan, Schwartzenberger,
Weatherhead

Noes: 0

MOTION CARRIED.

FLORIDA
SENATE BILL
180 LEGAL
DISCUSSION

Attorney Paul Waters explained Senate Bill 180 regarding relief after a hurricane disaster. Within 100 miles of ground zero local governments are restricted from putting certain conditions on building. The intent was to help people build after a hurricane. This is a controversial Bill. There shouldn't be a big impact on the CONB due to there not being much land that can be developed.

Ms. Whitmore gave updates on mutual aid agreements and portable offices in case of emergency.

Ms. Padrta asked the penalty for failing to comply.

Attorney Paul Waters answered that the penalty will be an injunction to force compliance plus attorney's fees.

Historical Subcommittee Vice-chair Atayan asked about new applicants for the Historical Committee. Currently there are 4 applicants for the historic review board and hoping for more.

Mr. Hilton asked if we could have interim members from other boards if needed.

Attorney Paul Waters explained the code and restrictions.

Ms. Atayan expressed her concerns about the sunset rule and perks of being a part of this committee. She stated that the Mayor should be made aware that we are seeking applicants.

Adjournment The meeting adjourned at 7:43p.m.

Greg Swartzenberger-Chairperson

ATTEST:

Dallas Alvarez, Board Secretary

**SPONSORED BY:
COUNCILOR BRENT ROGERS**



**Agenda Item 8A
Ord. No. 2025-18
Repeals Sec. 27-133(d)**

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

AGENDA ITEMS:	First Reading of Ordinance 2025-18: Repeal of Section 27-133(d)
SUBMITTED BY:	Paul Waters, City Attorney Sponsored by Councilman Brent Rogers
DATE:	November 3, 2025
BACKGROUND:	Sec. 27-133(d) of Division 7, Article III, of the Neptune Beach Code of Ordinances provides that, in the event of an appeal of any administrative decision, the initiation of such appeal will stay all actions required by or relating to the decision being appealed, unless the city manager certifies to the community development board that such a stay would, in his opinion, cause imminent peril to life or property, in which case the actions shall not be stayed. Sec. 27-133(d) allows meritless appeals filed by neighbors, or anyone who claims to be an aggrieved or adversely impacted person to stop construction on another citizen's property without providing the property owner notice, or the right to challenge the stop work order. This unjustly burdens the property rights of impacted property owners and creates a possible due process violation. The repeal of this section has no impact on the City's ability to issue stop work orders on properties that truly pose a danger to human health, safety and welfare.
RECOMMENDATION:	First Reading and Adoption of Ordinance No. 2025-18
ATTACHMENTS:	1. Business Impact Estimate provided in accordance with Section 166.041(4), Florida Statutes. 2. Draft Ordinance No. 2025-18



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 2025-18: AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, DIVISION 7 – REVIEW OF ADMINISTRATIVE, LEGISLATIVE AND QUASI-JUDICIAL DECISIONS, ARTICLE III – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES, TO AMEND SECTION 27-133, TITLED “REVIEW OF ADMINISTRATIVE DECISIONS”; REMOVING REQUIREMENT THAT THE INITIATION OF AN ADMINISTRATIVE APPEAL WILL STAY ALL ACTIONS REQUIRED BY OR RELATING TO THE DECISION BEING APPEALED; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR 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.

- 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):

This Ordinance repeals the requirement found in Section 27-133 that mandates stop work orders pending the resolution of appeals of administrative decisions.

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:

N/A

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

N/A

**SPONSORED BY:
COUNCILOR BRENT ROGERS**



ORDINANCE NO. 2025-18

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, DIVISION 7 – REVIEW OF ADMINISTRATIVE, LEGISLATIVE AND QUASI-JUDICIAL DECISIONS, ARTICLE III – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES, TO AMEND SECTION 27-133, TITLED “REVIEW OF ADMINISTRATIVE DECISIONS”; REMOVING REQUIREMENT THAT THE INITIATION OF AN ADMINISTRATIVE APPEAL WILL STAY ALL ACTIONS REQUIRED BY OR RELATING TO THE DECISION BEING APPEALED; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Sec. 2(b), of the Florida Constitution, and Chapter 166 of the Florida Statutes, the City of Neptune Beach (“City”) possesses the governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes and to protect the health, safety, and welfare of the City’s citizens and residents, except when expressly prohibited by law; and

WHEREAS, Sec. 27-133(d) of Division 7, Article III, of the Neptune Beach Code of Ordinances provides that, in the event of an appeal of any administrative decision, the initiation of such appeal will stay all actions required by or relating to the decision being appealed, unless the city manager certifies to the community development board that such a stay would, in his opinion, cause imminent peril to life or property, in which case the actions shall not be stayed; and

WHEREAS, the provisions of Sec. 27-133(d) are not otherwise mandated by state or federal law; and

WHEREAS, the City Council finds the provisions of Sec. 27-133(d) to unjustly burden the property rights of impacted property owners, and further finds that it is in the best interest of the welfare of citizens and property owners of the City of Neptune Beach to prevent the existence of a challenge to an administrative decision from burdensomely impacting a property owner’s rights over his property;

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

SECTION 1: Amendment to the Code of Ordinances. Sec. 27-133 of Division 7, Review of Administrative, Legislative and Quasi-Judicial Decisions, Article III, City Council,

of the Code of Ordinances of the City of Neptune Beach, Florida, is hereby amended to read as follows:

Sec. 27-133. Review of administrative decisions.

[...]

~~(d) *Effect of appeal.* An appeal stays all actions required by or relating to the decision being appealed, unless the city manager certifies to the community development board that such a stay would, in his opinion, cause imminent peril to life or property, in which case the actions shall not be stayed.~~

SECTION 2: Repeal of Conflicting Provisions. All ordinances, resolutions, policies, or procedures in conflict herewith are hereby repealed to the extent of such conflict.

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

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.

PASSED AND ADOPTED by the City Council of the City of Neptune Beach, Florida, this ____ day of _____, 2025.

VOTE RESULTS OF FIRST READING: (Date _____)

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

VOTE RESULTS OF SECOND READING: (Date _____)

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

**SPONSORED BY:
COUNCILOR BRENT ROGERS**

**Agenda Item #10A
Resolution No. 2025-21
180-day Suspension of
27-133(d)**



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

AGENDA ITEMS:	Resolution No. 2025-21: 180-day suspension of Section. 27-133(d)
SUBMITTED BY:	Paul Waters, City Attorney Sponsored by Councilman Brent Rogers
DATE:	November 3, 2025
BACKGROUND:	Sec. 27-133(d) of Division 7, Article III, of the Neptune Beach Code of Ordinances provides that, in the event of an appeal of any administrative decision, the initiation of such appeal will stay all actions required by or relating to the decision being appealed, unless the city manager certifies to the community development board that such a stay would, in his opinion, cause imminent peril to life or property, in which case the actions shall not be stayed. Sec. 27-133(d) allows meritless appeals filed by neighbors, or anyone who claims to be an aggrieved or adversely impacted person to stop construction on another citizen's property without providing the property owner notice, or the right to challenge the stop work order. This unjustly burdens the property rights of impacted property owners and creates a possible due process violation. Sec. 2-50, Article II of the Neptune Beach Code of Ordinances provides that the city council may suspend an ordinance for up to one hundred eighty (180) days by a four-fifths majority vote of its members, and may extend the suspension for additional one hundred eighty (180) day periods, if necessary, by a like vote. This Resolution runs concurrent with the adoption of an ordinance which repeals Sec. 27-133(d).
RECOMMENDATION:	Adoption of Resolution No. 2025-21
ATTACHMENTS:	Resolution No. 2025-21

**INTRODUCED BY:
COUNCILOR BRENT ROGERS**



RESOLUTION NO. 2025-21

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA,
TEMPORARILY SUSPENDING SECTION 27-133(d), ARTICLE II, OF THE
CITY OF NEPTUNE BEACH CODE OF ORDINANCES, AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, pursuant to Article VIII, Sec. 2(b), of the Florida Constitution, and Chapter 166 of the Florida Statutes, the City of Neptune Beach ("City") possesses 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 and to protect the health, safety, and welfare of the City's citizens and residents, except when expressly prohibited by law; and

WHEREAS, Sec. 2-50, Article II of the Neptune Beach Code of Ordinances provides that the city council may suspend an ordinance for up to one hundred eighty (180) days by a four-fifths majority vote of its members, and may extend the suspension for additional one hundred eighty (180) day periods, if necessary, by a like vote; and

WHEREAS, Sec. 27-133(d) of Division 7, Article III, of the Neptune Beach Code of Ordinances provides that, in the event of an appeal of any administrative decision, the initiation of such appeal will stay all actions required by or relating to the decision being appealed, unless the city manager certifies to the community development board that such a stay would, in his opinion, cause imminent peril to life or property, in which case the actions shall not be stayed; and

WHEREAS, the City of Neptune Beach finds that it is in the best interest of the welfare of citizens and property owners of the City of Neptune Beach to prevent the existence of a challenge to an administrative decision from burdensomely impacting a property owner's rights over his property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, that Section. 27-133(d) of the Neptune Beach Code of Ordinances shall be temporarily suspended for a period of one hundred eighty (180) days, beginning upon the effective date of this resolution.

No other changes are hereby made to Division 7, Article III of the Neptune Beach Code of Ordinances.

This Resolution shall become effective upon adoption.

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:



Paul Waters, City Attorney



Agenda Item #10B
Res. No. 2025-22
Authorizing City
to Join FMLvT

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Request for Consideration-Approval of Membership in the Florida Municipal Investment Trust (FMLvT) for the purpose of diversifying and managing City's surplus funds.
SUBMITTED BY:	Jaime F Hernandez, Chief Financial Officer
DATE:	October 29, 2025
BACKGROUND:	The Finance Department is requesting City Council approval to join the Florida Municipal Investment Trust (FMLvT), a professionally managed investment program sponsored by the Florida League of Cities. The Trust offers a range of investment portfolios tailored to the needs of Florida's local governments, including short-term liquidity funds and longer-term fixed income strategies. 1. As per Resolution 2025-12, The City Council of Neptune Beach, authorized and instructed the Chief Financial Officer to invest surplus funds in accordance with the City investment policy. 2. The Florida Municipal Investment Trust is an authorized investment under Section 218.415 Fla. Stat., for units of local government in Florida. 3. FMLvT requires adoption of resolution authorizing participation
BUDGET:	There is no cost to join the trust. Investment management fees are netted from earnings and vary by portfolio from typically 10-25 basis points.
RECOMMENDATION:	Staff recommends that the City Council approve the resolution authorizing the City of Neptune Beach to join the Florida Municipal Investment Trust and authorize the Chief Financial Officer to execute all necessary documents.
ATTACHMENT:	Draft Resolution Authorizing Participation in FMLvT



RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, AUTHORIZING TO JOIN WITH OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MUNICIPAL INVESTMENT TRUST (FMIvT) FOR THE PURPOSE OF PURCHASING SHARES OF BENEFICIAL INTEREST IN THE TRUST

WHEREAS, Sec. 163.01, Fla. Stat., authorizes the state, or any county, municipality or political subdivision of the state, to jointly exercise any power, privilege, or authority which such governmental entities share in common and which each might exercise separately, and further provides such authority is in addition to and not in limitation of those granted by any other general, local, or special law; and

WHEREAS, by Resolutions dated the 27th day of January, 1993, the 25th day of January, 1993, and the 14th day of January, 1993, the governing bodies of the City of Bradenton, Florida, the City of Lauderhill, Florida, and the City of Palatka, Florida, respectively, found the creation of the Florida Municipal Investment Trust serves a municipal purpose and will offer diversified and professionally managed portfolios for the investment of the assets of participating municipalities and other agencies or political subdivisions in or of the state; and

WHEREAS, the authorized representatives for the City of Bradenton, Florida, the City of Lauderhill, Florida, and the City of Palatka, Florida, have executed the Agreement and Declaration of Trust on the 28th day of April 1993, creating the Florida Municipal Investment Trust which governs the purpose, administration and operation of the Trust and its activities; and

WHEREAS, the constitutional, statutory and judicial authorities in the State of Florida authorize municipalities and other agencies or political subdivisions in or of the state to join with other municipalities and other agencies or political subdivisions in or of the state for the purpose of investing and reinvesting surplus public funds; and

WHEREAS, under the terms and provisions of the Agreement and Declaration of Trust creating the Florida Municipal Investment Trust any municipality and any other agency or political subdivision in or of the state desiring to participate in the Trust as a member must become a party to the Agreement and Declaration of Trust; and

WHEREAS, the Florida Municipal Investment Trust is an authorized investment under Section 218.415, Fla. Stat., for units of local government in Florida.

WHEREAS, it is the intent of this Governmental Unit to participate in the Florida Municipal Investment Trust as a member and become a party to the Agreement and Declaration of Trust.

THEREFORE, BE IT RESOLVED by the City of Neptune Beach City Council as follows:

SECTION 1. The City Council finds that participation in the Florida Municipal Investment Trust, a pooled-investment program, would be in the best interest of the City of Neptune Beach, its officials, officers, and citizens in that such a program offers diversified and professionally managed portfolios to meet investment needs, results in economies of scale that will create greater purchasing powers and will thereby lower the cost traditionally associated with the investment of assets of the City of Neptune Beach.

SECTION 2. The City of Neptune Beach hereby expressly authorizes participation in the Florida Municipal Investment Trust as a member and will become a party to the Agreement and Declaration of Trust, as amended, which is adopted by reference with the same effect as if it had been set out verbatim in this section.

SECTION 3. The City of Neptune Beach is hereby expressly authorized to purchase shares of beneficial interest in the Trust from time to time with available funds, and to redeem some or all of its shares of beneficial interest from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Agreement and Declaration of Trust referred to in Section 2 and the most recent Informational Statement. These actions are to be taken by the officers designated for this purpose pursuant to general or specific instructions by the governing body of the City of Neptune Beach.

SECTION 4. The Trustees of the Trust are designated as having official custody of this Governmental Unit's funds which are invested by purchasing shares of beneficial interest in the Trust.

SECTION 5. This Governmental Unit specifically finds and determines the following matters:

- (a) The conditions of the agreement and the rights and responsibilities of members of the Trust are set forth in the Agreement and Declaration of Trust, as amended and in the most recent Informational Statement;
- (b) Participation in the Trust shall be terminable at any time by this Governmental Unit, subject to the terms and restrictions of the Agreement and Declaration of Trust, as amended and the most recent Informational Statement;
- (c) The Agreement and Declaration of Trust, as amended, and the purchase of its shares of beneficial interest are for the purpose of investing this Governmental Unit's funds as part of a pooled-investment program with other agencies or political subdivisions in or of the state, thereby achieving economic and other advantage of

pooled investments, and the powers and scope of authority delegated are set forth in the Agreement and Declaration of Trust, as amended;

(d) it is not necessary to finance the agreement authorized herein from funds of this Governmental Unit, except through the purchase of shares of beneficial interest in the Trust;

(e) the Trust shall be managed by a Board of Trustees as set forth in the Agreement and Declaration of Trust, as amended; and (f) the Board of Trustees of the Florida Municipal Investment Trust has provided for general disclosure policies of the Trust's operations and Informational Statements for the benefit of members and prospective members of the Trust so that members and prospective members are fully aware of significant investment and administrative policies, practices and restrictions of the investment portfolios of the Trust.

SECTION 6. The City of Neptune Beach designates and authorizes the Chief Financial Officer to execute such applications and other documents as are required to invest and reinvest surplus funds of the City of Neptune Beach in shares of beneficial interest of the Trust's investment portfolios.

SECTION 7. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:



Paul Waters, City Attorney



Agenda Item #10C
Res. No. 2025-23
Pete Jensen Street
Designation

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	<u>RESOLUTION NO. 2025-23</u> , A Resolution of the City of Neptune Beach Honoring Pete Jensen and Declaring a Namesake Honorary Street Designation
SUBMITTED BY:	Colin Moore, Parks and Sustainability Director
DATE:	October 29, 2025
BACKGROUND:	The City wishes to honor Peter "Pete" Jensen with an Honorary Namesake Street Designation of First Street between Lime Place and Lemon Street.
RECOMMENDATION:	Approve Resolution No. 2025-23, Honoring Pete Jensen and Declaring a Namesake Honorary Street by designating First Street between Lime Place and Lemon Street as "Pete Jensen Way."
ATTACHMENT:	Resolution. No. 2025-23



RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY OF NEPTUNE BEACH HONORING PETE JENSEN AND DECLARING A NAMESAKE HONORARY STREET DESIGNATION

WHEREAS, it is fitting and proper to posthumously honor an early Beaches entrepreneur whose first business predates the incorporation of the City of Neptune Beach. In the 1920s, Peter “Pete” Jensen operated a general store called Jensen’s Market on First Street. This market built the foundation for Duval County’s first licensed bar after Prohibition was repealed in 1933. For decades, Pete’s Bar remained a family-owned business and became known for its no-frills, authentic atmosphere, which the Jensen family intentionally kept largely unchanged. We, the Mayor and Council, therefore, do unanimously resolve that:

- As the oldest bar in the county, Pete’s Bar is considered a historic landmark in Neptune Beach.
- Pete Jensen’s establishment has long been a symbol of the Beaches’ laid-back, community-focused lifestyle.
- Pete Jensen was also active in the early organization of the city government of Neptune Beach serving as Town Marshall, Tax Collector, Assistant Fire Chief and Acting Town Clerk.
- The legacy of Pete Jensen and classic character of his Neptune Beach family businesses continues with enduring traditions such as the annual Thanksgiving Day Street Party.

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

That the Mayor and City Council do hereby memorialize and honorarily designate the section of First Street between Lime Place and Lemon Street as “Pete Jensen Way.”

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

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk



**Agenda Item #10D
Pete's Thanksgiving
Day Event**

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

AGENDA ITEM:	Pete's Thanksgiving Day Event Approval
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	11/03/2025
BACKGROUND:	This item seeks City Council approval for the 2025 Pete's Thanksgiving Day event, which will involve the closure of City streets. Slider's Seafood Grille, Southern Grounds, and Island Girl Cigar Bar will be participating again this year. The City Manager's conditional approval letter for permitting has been carefully drafted with extensive input from our Police Department regarding security.
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	Attached is the draft conditional approval letter for the 2025 Pete's Thanksgiving Day event. Supplemental documentation includes completed Special Event applications and Hold Harmless forms from all participating establishments, as well as a detailed event site map

November 4, 2025

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

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

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

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

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

Thank you for seeking permission to conduct the annual Thanksgiving event on Thursday, November 27, 2025. I understand your request includes the closing of First Street between Atlantic Boulevard and Orange Street from 8:00 a.m. to 1:00 p.m.

By way of this letter, the City of Neptune Beach conditionally grants permission for this event as directed by the City Council at the November 2025 Regular Meeting. Conditions are as follows:

1. must meet and adhere to all rules established by the City Manager's Office and the Police Department of the City of Neptune Beach
2. observance of all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government
3. ***each of the four (4) participating businesses must submit a liability insurance certificate for at least \$1 million naming the City of Neptune Beach as additional insured, no later than Noon (12 p.m.) on Thursday, November 20, 2025 (forward certificate to Cheryl Bäck at acm@nbfl.us)***
4. ***each of the four (4) businesses participating will provide an extension of premises special event permit from the State Division of Alcoholic Beverages and Tobacco (forward State approval to Cheryl Bäck at acm@nbfl.us)***
5. alcohol sales will commence at 8:00 am on the day of the event
6. a contact name and phone number of a person in a position of responsibility must be provided for the event from each of the four businesses (*on file*)
7. noise is to be kept to a minimal level, and no amplified sounds are allowed
8. signs are to be posted at each event entry listing prohibited items for event participants

9. outside alcohol is expressly prohibited; participating businesses are required to staff the North, South, East, and West entry points with personnel to prohibit alcohol from leaving/entering the venue
10. must adhere to strict identification checks at alcohol points of sale
11. the primary responsibility of event holders is to periodically have trash cans emptied to prevent overflow of garbage
12. required hiring of two (2) Neptune Beach Public Works employees for purposes of monitoring and assisting with garbage control for the duration of the event at a rate of \$75.00 per hour for such employees for the date of the event (Contact NBPD Commander Liam Toal at 904-270-2413 or via email at liamtoal@nbfl.us to coordinate)
13. required hiring of Rockaway Inc., to install protective fencing around all landscaping and associated components servicing such landscaping, and equal financial responsibility of the participating businesses for any damage to the same.
14. the exclusive use of unbreakable/shatterproof beverage containers by businesses
15. ensure that pets and bicycles are not in the event area
16. the area used must be free of debris once the event is completed
17. provide ten (10) portable toilets to service the crowd; portable toilets are to be placed within the event boundary lines (see attached map). The portable toilets will be delivered on Wednesday, 11/26/2025, and will be picked up on Friday, 11/28/2025.
18. the event coordinator(s) will post "No Parking after 12 am" signs at all First Street parking spaces between Atlantic Blvd. and Orange Street on Wednesday, 11/26, at 6:00 pm
19. traffic closures will be in place on Thursday, 11/27, from 7:00 am-2:00 pm, or until conditions allow, at the following locations:
 - a. First Street at Atlantic Blvd.
 - b. Lemon Street at First Street
 - c. Lemon Street at Midway
 - d. First Street at Orange Street
 - e. Hall Place at First Street
20. must provide five (5) "Road Closed" sign barricades (may contact Bob's Barricades for rental information) at the following locations:
 - a. Atlantic Blvd & First Street
 - b. Orange Street & First Street
 - c. Lemon Street & First Street
 - d. Lemon Street & Second Street
 - e. Lemon Street & Midway
21. must provide fifty (50) traffic cones and drop them at Atlantic Blvd. & First Street next to the Seahorse Inn lot
22. private parking lots must display signage prohibiting alcohol to deter the consumption of outside alcohol in these lots
23. private parking lots must be monitored by security or the respective ownership's staff to prohibit outside alcohol from being consumed and brought into the event
24. must hire eight (8) off-duty NBPD Police Officers to provide security and traffic control for the event, to be compensated at \$100.00 per hour with a four-hour minimum
25. five (5) Officers will be scheduled from 6:00 am – 2:00 pm (Vehicle Mitigation Barricades deployed and event perimeter secured); three (3) Officers will be scheduled from 7:00 am- 2:00 pm

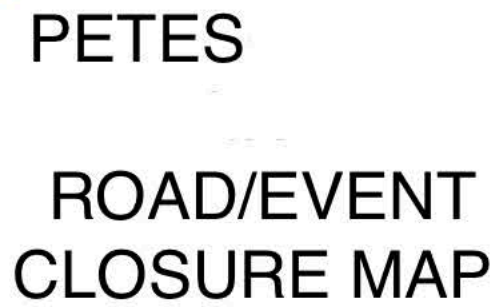
26. street closure shall take place a minimum of one (1) hour prior to the event
27. Police Officers must be on duty from the time of street closure until the streets are cleared, reopened, and the crowd is dispersed
28. streets must be cleared, cleaned, and opened for regular traffic no later than 2:00 pm
29. the businesses shall be fully responsible for any private security utilized throughout the event and will ensure that ID checks are performed for every sale of an alcoholic beverage
30. must arrange for and provide a minimum of four (4) off-duty Jacksonville Fire and Rescue Department firefighters/paramedics equipped with AED and JFRD COMS (radio)
31. all exits shall have movable 50" ingress/egress in case of emergency; Fire Department access will be off of Lemon Street or Atlantic Blvd
32. the City assumes no liability for any accident or injury that may occur during the event, and your organization will indemnify and hold the City harmless should any occur
33. failure to abide by any of the conditions set forth could result in the event being shut down at any time

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

Sincerely,

Richard J. Pike
City Manager

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



#2025-00899
Pet's



Food Truck/Mobile Vendor/Special Events Application

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

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

Applicant Name: Robert Tiika	Applicant Phone Number: 904 465 5280
Applicant Address: 3048 3rd St S. #373 Jax Beach FL 32250	Applicant Email: rctiika@gmail.com
Property Owner: Robert Tiika	Property Owner Phone Number: 904 465 5280
Property Owner Address: see above	
City: see above	State/Zip: FL 32250
Property Owner Email: rctiika@gmail.com	
Description of Event: pete's giving	
Parking Plan: We plan to to install the usual auto barriers to secure the licensed premise, and we've also coordinated with Bank of America to use their parking lot.	
Address of Event: 117 1st St Neptune FL 32260	Date(s) of Event: 11/27/25
Event Time(s): 8am - 1pm	Event Sponsor Name (if different from property owner) and Contact Person:
Parking Plan: We plan to to install the usual auto barriers to secure the licensed premise, and we've also coordinated with Bank of America to use their parking lot.	
Event Sponsor Address:	
Event Sponsor Email:	

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

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

[Signature] 8/27/25
Signature of Applicant Date

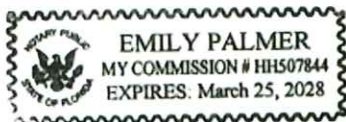
[Signature] 8/27/25
Signature of Property Owner Date

**State of Florida
County of Duval**

(Notary Seal)

Subscribed and sworn to before me on this 27 day of AUGUST, 2025
by Robert TILKA who is personally known to me

or has presented _____, as identification.



[Signature]
Notary Public

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



10/1/25

Emily,

Please accept this letter as permission to use South Coast parking spaces located in front of Mezza for staff of Petesgiving 11/27/25. Attached map shows available parking. Do not use City Hall parking without permission.

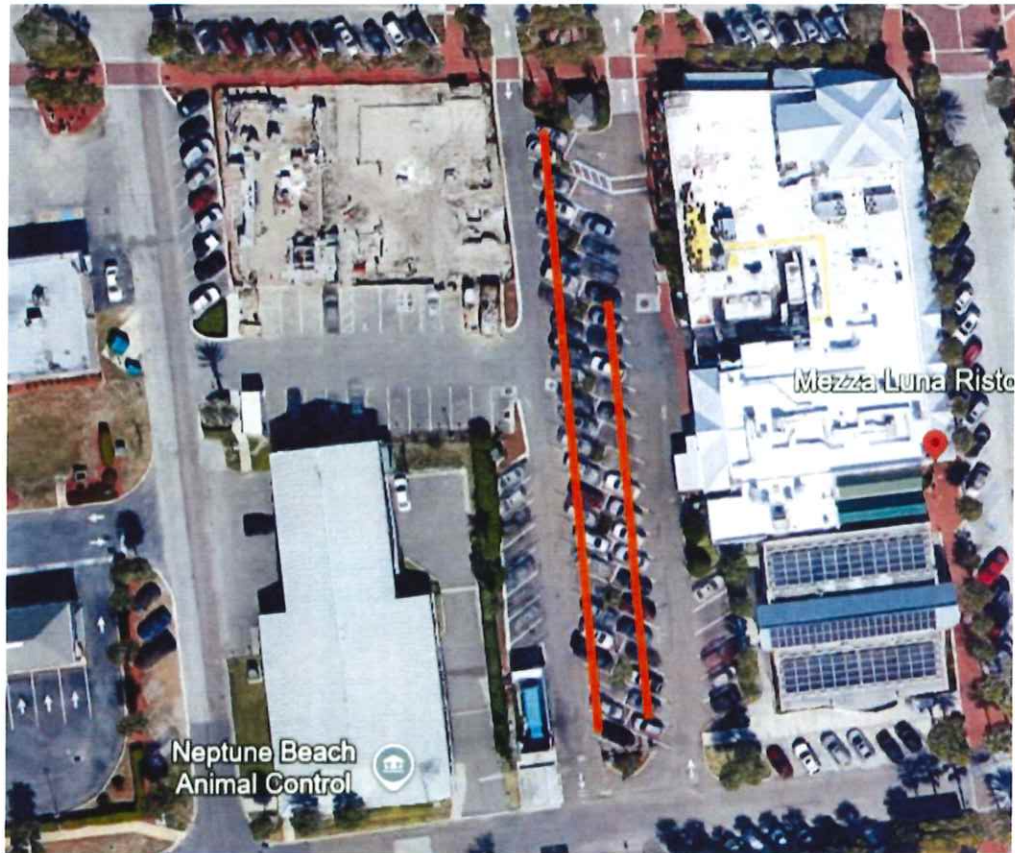
Sincerely,

Nick Csorna (OWNER)

904-300-7549

nick@a1avalet.com

www.a1avalet.com



Pete's



Hold Harmless Agreement for Special Events

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

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

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

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

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

Applicant Name (Print) ROBERT TILKA

Contact Phone Numbers:

CELL 9044655280

WORK N/A

Signature of Applicant 

Date 9/25/25



Food Truck/Mobile Vendor/Special Events Application

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

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

Applicant Name: Mark Janasik		Applicant Phone Number: 904-422-3421	
Applicant Address: 200 1st Street, Neptune Beach, FL 32266		Applicant Email: Katie.hunter@southerngrounds.cpm	
Property Owner: Edward S Jones		Property Owner Phone Number:	
Property Owner Address: 200 1st Street			
City: Neptune Beach		State/Zip: 32266	
Property Owner Email:			
Description of Event: Pete's Giving			
Address of Event: 1 st Street		Date(s) of Event: 11/27/2025	
Event Time(s): 8am - 1pm		Event Sponsor Name (if different from property owner) and Contact Person: Robert Tilka	
Event Sponsor Address:			
Event Sponsor Email: rctilka@gmail.com			

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

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

Signature of Applicant

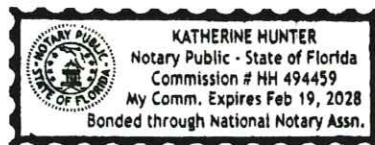
Date

Signature of Property Owner

Date

State of Florida
County of Duval

(Notary Seal)



Subscribed and sworn to before me on this 20 day of October, 2025
by Mark Janasik who is personally known to me

or has presented _____, as identification.

Notary Public

Official Use Only

☐ APPROVED w/ CONDITIONS:

☐ DENIED:

Signature:

Date:



Hold Harmless Agreement for Special Events

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

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

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

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

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

Applicant Name (Print) _____

Katie Hunter

Contact Phone Numbers:

CELL 904 422 3421 WORK _____

Signature of Applicant _____

Date 10/17/24

#2025-00899
Island Girl



Food Truck/Mobile Vendor/Special Events Application

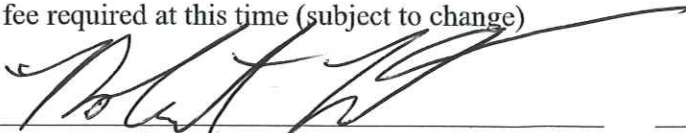
Please attach the following information with your application (subject to change):

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

Applicant Name: <i>Island Girl</i>	Applicant Phone Number: <i>9043184026</i>
Applicant Address: <i>108 1st ST neptune Bch. FL</i>	Applicant Email: <i>Bfeindt1@gmail.com</i>
Property Owner: <i>Robert Feindt</i>	Property Owner Phone Number: <i>9047083639</i>
Property Owner Address: <i>12841 Duvalbreak CT.</i>	
City: <i>Jax.</i>	State/Zip: <i>FL 32246</i>
Property Owner Email: <i>Bfeindt1@gmail.com</i>	
Description of Event: <i>Petesgiving booth</i>	
Address of Event: <i>1st Street neptune Bch</i>	Date(s) of Event: <i>NOV 27th, 25</i>
Event Time(s): <i>AM 0700 - 2 PM</i>	Event Sponsor Name (if different from property owner) and Contact Person: <i>P</i>
Event Sponsor Address: <i>Petes</i>	
Event Sponsor Email:	

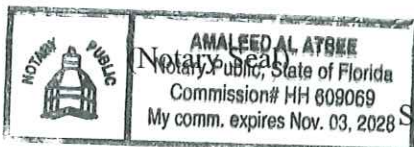
By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke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

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

 10-16-25
Signature of Applicant Date

 10-16-25
Signature of Property Owner Date

State of Florida
County of Duval



Subscribed and sworn to before me on this 16th day of October, 2025
by Robert William Feindt who is personally known to me
or has presented Florida Driver's License as identification.

 Amaleed Al Atbee
Notary Public

Official Use Only	
☐ APPROVED w/ CONDITIONS:	<u>will provide Insurance & EOP</u> <u>Before event</u>
☐ DENIED:	
Signature:	Date:



Hold Harmless Agreement for Special Events

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

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

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

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

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

Applicant Name (Print) Robert T Feindt

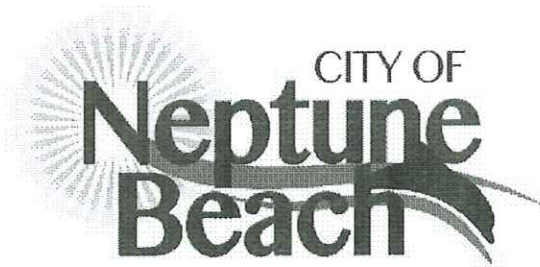
Contact Phone Numbers:

CELL 904 708 3639 WORK 904 708 3639

Signature of Applicant [Signature]

Date 10-16-25

Island
Girl



#2025-06899
Sliders

Food Truck/Mobile Vendor/Special Events Application

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

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

Applicant Name: <i>Sliders Oyster Bar</i>	Applicant Phone Number: <i>904-246-0881</i>
Applicant Address: <i>218 First Street N.E. Beach Fl 32264</i>	Applicant Email: <i>deanna@safcharborseafood.net</i>
Property Owner: <i>Deanna Wooten</i>	Property Owner Phone Number: <i>904-303-2264</i>
Property Owner Address: <i>126 Flenda Blvd</i>	
City: <i>Neptune Beach</i>	State/Zip: <i>Fla. 32264</i>
Property Owner Email: <i>deewoo40@bellsouth.net</i>	
Description of Event: <i>Annual Pete's giving</i>	
Address of Event: <i>218 First Street N.E. Beach Fl 32264</i>	Date(s) of Event: <i>Thursday Nov. 27, 2025</i>
Event Time(s): <i>9 AM to 1 PM</i>	Event Sponsor Name (if different from property owner) and Contact Person:
Event Sponsor Address:	
Event Sponsor Email:	

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

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

Signature of Applicant

Date

10-13-2025

Signature of Property Owner

Date

10-13-2025

State of Florida
County of Duval

(Notary Seal)



Subscribed and sworn to before me on this 13 day of October, 2025
by Deanna Deanna Wooten who is personally known to me

or has presented _____, as identification.

Michelle C Tuttle
Notary Public

Official Use Only

☐ APPROVED w/ CONDITIONS:

☐ DENIED:

Signature:

Date:



Hold Harmless Agreement for Special Events

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

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

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

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

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

Applicant Name (Print) Sliders Oyster Bar Deanna Wooten

Contact Phone Numbers:
CELL 904-303-2264 WORK same #

Signature of Applicant [Signature]
Date 10-13-2025



Agenda Item #10E
Res. No. 2025-24
Friends of Neptune Beach
Parks, Inc.

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Resolution No. 2025-24, Creating Non-Profit, "Friends of Neptune Beach Parks, Inc."
SUBMITTED BY:	Mayor Corrine Bylund
DATE:	November 3, 2025
BACKGROUND:	Section 2-256 of the Code of Ordinances of the City of Neptune Beach allows for the creation of municipal non-profit business entities to accept donations and grants to be used in furtherance of any municipal purposes as defined by Section 166.021, Florida Statutes. The City Council of the City of Neptune Beach desires to establish a non-profit business entity entitled "Friends of Neptune Beach Parks, Inc." for purposes of facilitating the business activities of certain facilities intended to promote the health, safety, and welfare of the citizens of the City of Neptune Beach, including Jarboe Park. In Resolution No. 2025-24 provides for the creation of a non-profit business entity and designates such entity's board of directors to accept and utilize donations and grants in furtherance of municipal purposes related to Jarboe Park, as well as for any other lawful purpose.
RECOMMENDATION:	Consider Adoption of Resolution No. 2025-24
ATTACHMENT:	Resolution No. 2025-24

**INTRODUCED BY:
MAYOR CORRINE BYLUND**



RESOLUTION NO. 2025-24

**RESOLUTION ESTABLISHING NON-PROFIT BUSINESS ENTITY
TITLED “FRIENDS OF NEPTUNE BEACH PARKS, INC.”, AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, Sec. 2-256 of the Code of Ordinances of the City of Neptune Beach allows for the creation of municipal non-profit business entities to accept donations and grants to be used in furtherance of any municipal purposes as defined by Section 166.021, Florida Statutes; and

WHEREAS, any municipal non-profit business entity created pursuant to Sec. 2-256 of the Code of Ordinances of the City of Neptune Beach shall have three (3) members on its board of directors, the president and chairperson of which shall be a member of city council and the other two members of which shall be selected by the mayor and approved by city council; 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; and

WHEREAS, the City of Neptune Beach desires to establish a non-profit business entity for purposes of facilitating, financing, and maintaining the business activities of certain facilities and activities intended to promote the health, safety, and welfare of the citizens of the City of Neptune Beach;

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

SECTION 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

SECTION 2. The City Council of the City of Neptune Beach does hereby approve and authorize the establishment of a non-profit business entity titled the “Friends of Neptune Beach Parks, Inc.,” the purpose of which shall be to accept and utilize donations and grants in furtherance of municipal purposes related to Jarboe Park, as well as for any other lawful purpose.

SECTION 3. Friends of Neptune Beach Parks, Inc., shall be governed by a board of directors (“Board”), to consist of (1) Corrine A. Bylund as president and chairperson;

(2) Sharon Lucius as vice president and treasurer; and (3) Jessica Bradstreet as secretary.

SECTION 4. Subsequent to adoption of this resolution, the Board shall convene to establish the bylaws and Articles of Incorporation governing the Friends of Neptune Beach Parks, Inc., which shall be subjected to the Neptune Beach City Council for approval.

SECTION 5. This Resolution shall become effective upon adoption.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held on this 4th day of November, 2025.

Corrine Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:



Paul Waters, City Attorney



Agenda Item #10F
Res. No. 2025-25
Neptune Beach
Senior Center, Inc.

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Resolution No. 2025-25, Creating Neptune Beach Senior Center, Inc.
SUBMITTED BY:	Mayor Corrine Bylund
DATE:	November 3, 2025
BACKGROUND:	Section 2-256 of the Code of Ordinances of the City of Neptune Beach allows for the creation of municipal non-profit business entities to accept donations and grants to be used in furtherance of any municipal purposes as defined by Section 166.021, Florida Statutes. The City Council of the City of Neptune Beach desires to establish a non-profit business entity entitled "Neptune Beach Senior Center, Inc." for purposes of facilitating the business activities of certain facilities intended to promote the health, safety, and welfare of the senior citizens of the City of Neptune Beach, including the Neptune Beach Senior Center. In Resolution No. 2025-25 provides for the creation of a non-profit business entity and designates such entity's board of directors to accept and utilize donations and grants in furtherance of municipal purposes related to the Neptune Beach Senior Center, as well as for any other lawful purpose.
RECOMMENDATION:	Consider Adoption of Resolution No. 2025-25
ATTACHMENT:	Resolution No. 2025-25

**INTRODUCED BY:
MAYOR CORRINE BYLUND**



RESOLUTION NO. 2025-25

**RESOLUTION ESTABLISHING NON-PROFIT BUSINESS ENTITY
TITLED “NEPTUNE BEACH SENIOR CENTER, INC.”, AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, Sec. 2-256 of the Code of Ordinances of the City of Neptune Beach allows for the creation of municipal non-profit business entities to accept donations and grants to be used in furtherance of any municipal purposes as defined by Section 166.021, Florida Statutes; and

WHEREAS, any municipal non-profit business entity created pursuant to Sec. 2-256 of the Code of Ordinances of the City of Neptune Beach shall have three (3) members on its board of directors, the president and chairperson of which shall be a member of city council and the other two members of which shall be selected by the mayor and approved by city council; 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; and

WHEREAS, the City of Neptune Beach desires to establish a non-profit business entity for purposes of facilitating, financing, and maintaining the business activities of certain facilities and activities intended to promote the health, safety, and welfare of the senior citizens of the City of Neptune Beach;

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

SECTION 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

SECTION 2. The City Council of the City of Neptune Beach does hereby approve and authorize the establishment of a non-profit business entity titled the “Neptune Beach Senior Center, Inc.,” the purpose of which shall be to accept and utilize donations and grants in furtherance of municipal purposes related to the Neptune Beach Senior Center, as well as for any other lawful purpose.

SECTION 3. The Neptune Beach Senior Center, Inc., shall be governed by a board of directors (“Board”), to consist of (1) _____ as president and chairperson; (2) Kathy Lahr-David as vice president and treasurer; and (3) Sharon Wilbourn as secretary.

SECTION 4. Subsequent to adoption of this resolution, the Board shall convene to establish the bylaws and Articles of Incorporation governing the Neptune Beach Senior Center, Inc., which shall be subjected to the Neptune Beach City Council for approval.

SECTION 5. This Resolution shall become effective upon adoption.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held on this 4th day of November, 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:



Paul Waters, City Attorney