



AGENDA
Regular City Council Meeting
Monday, March 2, 2026, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Irish American Heritage Month Proclamation p. 3
 - B. RESOLUTION NO. 2026-07, A Resolution of the City of Neptune Beach Honoring Larry Hobbs and Declaring a Namesake Lifeguard Station p. 5
3. APPROVAL OF MINUTES
 - A. **February 2, 2026, Regular City Council Meeting**
February 17, 2026, Special City Council Meeting
February 17, 2026, Workshop City Council Meeting
February 17, 2026, Town Hall Meeting p. 7
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT p. 18
 - A. Paid Parking Rate Discussion
6. CONSENT AGENDA
 - A. Memorandum of Understanding Between City of Jacksonville and City of Neptune Beach for Use of Disaster Debris Management p. 23
 - B. Repairs to Manhole at Forest Avenue and Strickland Road p. 28
 - C. Agreement between Jacksonville Sheriff's Office and City of Neptune Beach for 911 User Fee Distribution p. 37
 - D. Utilization of Tree Conservation Trust Fund for Seawood Drive and First Street Tree Replacement Projects p. 41
 - E. Fifth Member – Police Officers' Retirement Fund Board p. 43
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES / NONE
9. OLD BUSINESS
 - A. Jarboe Park 2026 Construction Update p. 45
10. NEW BUSINESS

- A. RESOLUTION NO. 2026-08, A Resolution of the City of Neptune Beach, Duval County, Florida, Approving the Easement Agreement with Linward Development Corporation Located at 1621 5th Street, Neptune Beach, Florida; Providing for Incorporation of Recitals, Required Findings, and an Effective Date p. 48

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.



The Ancient Order of
HIBERNIANS
Irish · Catholic · American

Office of the Florida State Secretary

Greg Seán Canning

Grioghár Seán Ó Canannáin

National Deputy Secretary, Past National Director & Past FL State President

20 January 2026

Mayor Cori Bylund
City Hall
116 1st Street
Neptune Beach, FL 32266-6140

Agenda Item #2A
Irish American
Heritage Month

Dear Mayor Bylund,

Once again, Florida's Irish American community will be celebrating its Irish heritage during the month of March. Ever since the military governorship of Irish American Andrew Jackson, Irish Americans in Florida have provided leadership and service to their state, counties, and local communities. Irish Floridians can look back with pride on the legacy of their Irish forebears, who have contributed significantly to education, business, sports, literature, science, engineering, medicine, science and the arts. Today, we continue to recognize and honor the service of our current State, County and Town/City Council leaders and the contributions of fellow Irish Floridians.

In the past, March has been designated "Irish American Heritage Month" throughout the United States to coincide with the celebration of St. Patrick's Day on the 17th. Across the State of Florida, the Ancient Order of Hibernians and other Irish organizations will be conducting parades, celebrations, and cultural events.

The Florida Ancient Order of Hibernians respectfully requests that your office issue a Proclamation designating **March 2026** as "Irish American Heritage Month" in recognition of the long history of Irish American contributions to the State of Florida. To assist you in this request, I have taken the liberty of providing a few "WHEREAS" for your consideration and possible use.

On behalf of the Ancient Order of Hibernians in America, I would like to thank you for your kind consideration of this request. Should you have any questions or need additional information, please do not hesitate to contact me.

In Friendship, Unity, & Christian Charity,



Greg Seán Canning

AOH National Deputy Secretary and Florida State Secretary
Past Florida State President and National Director





PROCLAMATION CITY OF NEPTUNE BEACH

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, Corrine A. Bylund, Mayor and the City Council of Neptune Beach, on this 2nd day of March, 2026, do hereby proclaim March 2026, as

IRISH AMERICAN HERITAGE MONTH

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

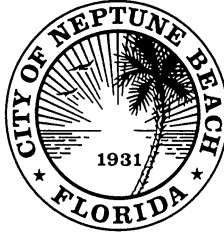
Corrine A. Bylund
Mayor



**Agenda Item #2B
Res. No. 2026-07
Larry Hobbs
Lifeguard Station**

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

AGENDA ITEM:	<u>RESOLUTION NO. 2026-07</u> , A Resolution of the City of Neptune Beach Honoring Larry Hobbs and Declaring a Namesake Lifeguard Station
SUBMITTED BY:	Colin Moore, Parks and Sustainability Director
DATE:	February 24, 2026
BACKGROUND:	The City wishes to honor former lifeguard Larry Hobbs for his many years of service with an honorary namesake designation of the Neptune Beach Lifeguard Station.
BUDGET:	N/A
RECOMMENDATION:	Approve Resolution No. 2026-07, Honoring Larry Hobbs and declaring a namesake lifeguard station.
ATTACHMENT:	Resolution No. 2026- 07



RESOLUTION NO. 2026-07

A RESOLUTION OF THE CITY OF NEPTUNE BEACH HONORING LARRY HOBBS AND DECLARING A NAMESAKE LIFEGUARD STATION

WHEREAS, it is fitting and proper to posthumously honor a legendary figure in the Neptune Beach community, famously recognized as the city's first black lifeguard. Larry Hobbs was deeply woven into the fabric of the Jacksonville Beaches, remembered not just for his professional capability but for his infectious smile and ability to bridge social barriers. We, the Mayor and Council, therefore, do unanimously resolve that:

- Larry Hobbs served as a lifeguard from 1986 to 1995 and was credited with saving dozens of lives throughout his career.
- Even after retiring from active duty, he continued to train rookie lifeguards by posing as a struggling swimmer to test their rescue skills.
- His untimely death on June 8, 2019, after a five-year battle with cancer has left a void in the hearts of his family and all those who knew him.
- Larry Hobbs, though physically absent, has left behind a legacy that shall live forever.

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

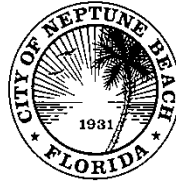
That the Mayor and City Council do hereby memorialize and dedicate the lifeguard station at the east end of Atlantic Boulevard the "Larry Hobbs Lifeguard Station."

This Resolution adopted by the City Council of Neptune Beach, Florida, at the City Council Meeting held on this ___ day of _____, 2026.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk



**MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 2, 2026, 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, January 5, 2026, 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 (*absent*)
Councilor Brent Rogers

STAFF:

City Manager Richard Pike
City Attorney Paul Waters
Public Works Director Deryle Calhoun
Police Commander Gary Stucki
Community Development Director Heather Whitmore
Senior Accountant Michael Owens
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.

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Horvath.

MOTION: TO APPROVE THE FOLLOWING:

January 5, 2025, Regular City Council Meeting
January 20, 2026, Special City Council Meeting
January 20, 2026, Workshop City Council Meeting
January 20, 2026, Town Hall Meeting

Roll Call Vote:

Ayes: 4 – Horvath, Livingston, Rogers and Bylund
Noes: 0

MOTION CARRIED

PUBLIC COMMENTS

Public Comments

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, stated she had concerns regarding the Penman Road presentation and the increase in traffic that is expected. She added that stoplights are what is needed.

CITY MANAGER REPORT

City Manager Report City Manager Richard Pike reported that he and the Chief Financial Officer would be presenting a schedule at the next workshop for the FY2026-2027 Budget. He commended staff on the completion of projects including the Senior Center, Public Works roofing and the Ocean Rescue station.

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

DP26-01, 1501 Atlantic Boulevard **DP26-01:** Application for Development Plan as outlined in Chapter 27, Article III, Division 2 of the Unified Land Development Code of Neptune Beach for Reve Brewing for the property located at 1501 Atlantic Boulevard, Neptune Beach, Florida (RE: Parcels 173424-0200). The applicant requests a Development Plan approval to permit a 2,307 square-foot restaurant and taproom with outdoor seating. The property is in the C-2 zoning district

Staff Presentation Community Development Director Heather Whitmore explained that Reve Brewing requests approval of a development plan for a restaurant and tap room located at 1501 Atlantic Blvd. The applicant proposes to convert the 2,300 SF building from office to restaurant, with 68 total seats (56 indoor/12 outdoor), 22 parking spaces, and 20 bikes spaces. The C-2 zoning district allows restaurants with outdoor seating as a permitted use. The 68 seat bar requires a minimum of 19 parking spaces, based on one (1) space per four (4) seats and two (2) spaces for employees. The site is served by 17 standard parking spaces, five golf cart spaces, and 20 bicycle spaces. The project is an interior conversion, so the site’s post-development impervious lot coverage will not change

Ms. Whitmore reported that the Land Development Code (LDC) requires development plan approval for any intensification or conversion of use and not just a new build. The project has been issued a Certificate of Concurrency for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 109 net new trips per day. Atlantic Boulevard from Mayport to Third Street has adequate available traffic capacity to permit 109 new trips without a reduction in level of service. Staff recommends approval of the application for development plan DP26-01 for Reve Brewing to permit a 2,307 square-foot restaurant and tap room with associated parking and outdoor seating, as presented. DP 26-01 was approved at the January 14, 2026, Community Development Board meeting.

Ex Parte Communications City Attorney Paul Waters reminded everyone that this is a quasi-judicial hearing and asked Council to disclose any ex parte communications.

Mayor Bylund stated she may have had an email.

Councilor Horvath disclosed he had met with the applicants and their attorney, Ian Brown, Esq.

Councilor Rogers declared he had received a phone call with someone representing the applicant.

Vice Mayor Livingston stated she had spoken with Ian Brown, who represents the applicants.

Swearing In City Clerk Catherine Ponson administered the oath to those providing testimony.

Applicant Presentation Ian Brown, Esq., on behalf Eric and Vanessa Lumen, applicants, gave an introduction and background. The applicants are owners of Reve Brewing & Bones Pizza and Mayport Garden Club. The building was constructed in 1987 as a Long John Silvers. It has been a

moving service for 20 years with the kitchen still in place. There is no zoning relief being sought or building expansion proposed. The site plan conforms to Neptune Beach parking requirements and will add 5 LSV (golf cart) parking spaces and 20 bicycle spaces.

Made by Horvath, seconded by Livingston.

MOTION: TO APPROVE DP 26-01

Roll Call Vote:

Ayes: 4- Livingston, Rogers, Horvath and Bylund

Noes: 0

MOTION CARRIED

ORDINANCES

Ord. No. 2026-01, Finance Committee Ordinance No. 2026-01, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article VII, Boards, Commissions, and Committees, Division 4, Finance and Auditor Selection Committee; Providing Codification, Conflicts, Severability, and Providing an Effective Date.

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

Made by Livingston, seconded by Rogers.

MOTION: TO ADOPT ORDINANCE NO. 2026-01 AT SECOND READ

Roll Call Vote:

Ayes: 4 –Rogers, Horvath, Livingston and Bylund

Noes: 0

MOTION CARRIED

Ord. No. 2026-02, Historical Review Board Ordinance No. 2026-02, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2. Administration, Article VII, Boards, Commissions, and Committees, By Amending Division 5, Historical Review Board; Section 2-499.2; 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 Horvath, seconded by Livingston.

MOTION: TO ADOPT ORDINANCE NO. 2026-02 AT SECOND READ

Roll Call Vote:

Ayes: 4 –Horvath, Livingston, Rogers and Bylund

Noes: 0

MOTION CARRIED

NEW BUSINESS

Res. No. 2026-02, Solid Waste Fees Resolution No. 2026-02, A Resolution of the City of Neptune Beach, Florida, Establishing Certain Charges or Fees for Solid Waste Collection and Disposal Services.

Chief Financial Officer Jaime Hernandez reported that Waste Pro had notified the City of a 5% increase authorized by the current contract.

Discussion included the status of the sanitation fund due to the deficit and a plan for the sanitation fund to pay back the general fund.

Mr. Waters advised that the resolution could be amended to meet the current CPI calculation and if the CPI increases, the rate is automatically increased.

Public Comment

Mayor Bylund opened the floor for public comment. There being no comments from the public, Mayor Bylund closed public comments.

Made by Horvath, seconded by Rogers.

MOTION: TO APPROVE RESOLUTION NO. 2026-02, TO AMEND THE LANGUAGE TO STATE THAT THE RATE WOULD BE CONSISTENT WITH THE MOST RECENT CPI AND SUBSEQUENT CPIs, AND TO ADD A SURCHARGE CONSISTENT WITH A FIVE-YEAR PAYMENT PLAN

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Res. No. 2026-03,
CDB
Reappointments

Resolution No. 2026-03. A Resolution of the City of Neptune Beach, Florida, Re-appointing Members to the Community Development Board.

Resolution No. 2026-03 reappoints alternate members listed below to the CDB:

Kathy Lahr-David	Alternate Member	2 nd 1-year	02/06/2026	02/06/2027
Coral Messina	Alternate Member	2 nd 1-year	02/06/2026	02/06/2027

Made by Rogers, seconded by Livingston.

MOTION: TO APPROVE RESOLUTION NO. 2026-03

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Mayor Bylund announced the reopening of the Senior Center. There would be a reception on Wednesday, February 4, 2026, at 4:30 p.m. The City Managers of the beach cities would be presenting information on the effect of the proposed property tax legislation at the Beaches Watch meeting also on February 4, 2026, at 7:00 p.m. at the Beaches Branch Library.

Mayor Bylund reported that Congressman John Rutherford's office advised that the City was awarded \$1.6 for the Neptune Beach dune walkover project.

She commented that she, Vice Mayor Livingston, Councilor Horvath and Parks and Sustainability Director Colin Moore had attended Florida Legislative Days in Tallahassee on January 26-28, 2026. The City has requested funding for the Davis Street culvert to finish the City’s stormwater project.

The DONNA Run was held on Sunday, February 1, 2026. She commended the citizens of Neptune Beach, the Police Department and Public Works for their efforts in making a difference during the race.

Adjournment There being no further business, Mayor Bylund adjourned the meeting at 6:47 p.m.

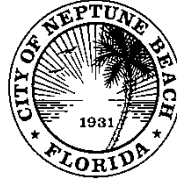
Corrine A. Bylund, Mayor

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
TUESDAY, FEBRUARY 17, 2026, 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 Tuesday, February 17, 2026, 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
- Police Commander Gary Stucki
- Public Works Director Deryle Calhoun
- Senior Accountant Michael Owens
- Parks and Sustainability Director Colin Moore
- Community Development Director Heather Whitmore
- Project Manager Blake West
- City Clerk Catherine Ponson

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.

CONSENT AGENDA

SCADA Project

Wastewater Pump Stations SCADA Project.

T-Mobile Amendment

Third Amendment to T-Mobile Water Tank Lease Agreement.

Made by Messinger, seconded by Horvath.

MOTION: TO APPROVE THE CONSENT AGENDA

Roll Call Vote:

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

MOTION CARRIED

RESOLUTIONS

Res. No. 2026-04, Land Transfer from NB Resolution No. 2026-04, A Resolution of the City of Neptune Beach, Duval County, Florida, Approving the Parkside Office Complex Land Agreement to Transfer Certain Portions of Land from Real Property Located at 1102 And 1112 Third Street, Neptune Beach, Florida, from the City of Neptune Beach to 1112 Third Street, LLC; Providing for Incorporation of Recitals, Required Findings, and 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 APPROVE RESOLUTION NO. 2026-04**

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

MOTION CARRIED

Res. No. 2026-05, Land Transfer to Neptune Beach Resolution No. 2026-05, A Resolution of the City of Neptune Beach, Duval County, Florida, Approving the Parkside Office Complex Land Agreement to Transfer Certain Portions of Land from Real Property Located at 1102 and 1112 Third Street, Neptune Beach, Florida, from 1112 Third Street, LLC, to the City of Neptune Beach; Providing for Incorporation of Recitals, Required Findings, and 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 APPROVE RESOLUTION NO. 2026-05**

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

MOTION CARRIED

Res. No. 2026-06, Termination of Utility Easement Resolution No. 2026-06, A Resolution of the City of Neptune Beach, Duval County, Florida, Approving the Termination of Utility Easement Located at Park Drive, Neptune Beach, Florida; Providing for Incorporation of Recitals, Required Findings, and 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 Horvath.

MOTION: **TO APPROVE RESOLUTION NO. 2026-06**

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

MOTION CARRIED

Adjournment There being no further business, the Special Meeting adjourned at 6:03 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
WORKSHOP CITY COUNCIL MEETING
TUESDAY, FEBRUARY 17, 2026, 6:03 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 Tuesday, February 17, 2026, at 6:03 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
Public Works Director Deryle Calhoun
Police Commander Gary Stucki
Community Development Director Heather Whitmore
Senior Accountant Michael Owens
Parks and Sustainability Director Colin Moore
Project Manager Blake West
City Clerk Catherine Ponson

Call to Order/Roll Call

Mayor Bylund called the workshop meeting to order at 6:03 p.m.

ISSUE DEVELOPMENT

Impact Fees

Impact Fee Discussion. Community Development Director Heather Whitmore gave a presentation on development impact fees. She explained that impact fees are one-time charges on new development. The fees are paid by the developer, and they fund capital improvements needed to serve new growth. She reviewed the legal requirements (rational nexus), allowable uses, required third-party validation studies, recent 2025–2026 state changes, and sample municipal fee schedules. She emphasized that impact fees are not taxes.

Discussion included Neptune Beach’s existing tools, the expired Capital Improvements Plan (CIP), sample study costs estimates and consideration of a Community Redevelopment Area (CRA). A CRA can capture incremental tax revenue year-over-year from redevelopment and direct those dollars back into the delineated district.

Mayor Bylund reminded everyone Council is not approving the dollars to be spent at this meeting. Council is instructing staff to go and find what would be the price for the studies.

Made by Livingston, seconded by Messinger.

MOTION: TO INITIATE THE RFP FOR A CONSULTING FIRM TO CONDUCT A DEVELOPMENT IMPACT FEE STUDY AND CRA FEASIBILITY STUDY

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

FY2026-2027
Budget
Schedule

FY2026-2027 Budget Schedule. Mayor Bylund stated that the FY2026-2027 Budget Schedule had been included in the agenda. The schedule is straightforward.

Made by Livingston, seconded by Messinger.

MOTION: TO ADOPT THE FY2026-2027 BUDGET SCHEDULE

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Jarboe Park
2026

Jarboe Park 2026 Construction Update. Project Manager Blake West presented a concept-level design for the next phase of Jarboe Park. This would be going to engineers for final design. The current design includes two small roundabout-style landscape islands near Beaches Chapel.

Discussion included the practicality of the roundabouts, parking, pedestrian safety, tree placement and access.

The design was presented for information purposes. Updates would be presented as they are rendered.

PUBLIC COMMENTS

Public
Comment

Joseph Hatchett, 505 McCollum Circle, Neptune Beach, and member of Scout Troop 40 in attendance tonight, stated he had been kicked out of Ish Brant Park multiple times on his bike. At no cost to the City, there are now bike ramps and jumps. The park provides outdoor activities for kids, and they are not out on the streets and sidewalks.

Mayor Bylund explained the park is a city-owned passive park and has pathways. People walk their dogs and enjoy the tree canopy. There should not be ramps built and holes dug. Bikes are allowed on the beach and the City is exploring a new pump track in Jarboe Park.

Jim Anderson, 218 Oak Street, Neptune Beach, questioned how much development is the City planning. He stated that he thinks City wants to stay small and asked how much growth is envisioned and how much will be allowed.

Mayor Bylund stated that developers and private property owners are allowed to develop under the Comprehensive Plan, which is on our website. There is not a lot the City can do to stop development that is within the Comp Plan. The City is trying to get ahead of state legislation and potentially implement impact fees.

Councilor Messinger commented that growth can mean different things and does not mean the population is increasing. You do not have to build new buildings to have additional capacity needs. There are also predefined rights that commercial property owners have already had. The City has to be able to provide for what their basic rights are as property owners. It is important to have impact fees in place sooner than later.

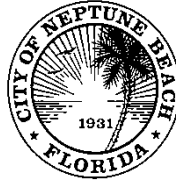
Adjournment There being no further business, the workshop meeting adjourned at 7:57 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING
TUESDAY, FEBRUARY 17, 2026, 7:59 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Town Hall Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 20, 2026, at 7:59 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

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

STAFF:

- City Manager Richard Pike
- City Attorney Paul Waters
- Police Commander Gary Stucki
- Public Works Director Deryle Calhoun
- Senior Accountant Michael Owens
- Parks and Sustainability Director Colin Moore
- Community Development Director Heather Whitmore
- Project Manager Blake West
- City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Bylund called the Town Hall Meeting to order at 7:59 p.m.

Public Comments

Mayor Bylund asked for public comments. There were no requests to speak at the Town Hall Meeting.

Adjournment

The Town Hall Meeting adjourned at 8:00 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager's Report
Departmental Recaps-02/25/2026

Agenda Item #5
City Manager Report

Police Department- Chief Michael Key

(See Separate February 2026 Report)

City Clerk-Catherine Ponson

- Fulfill ongoing public records requests
- Prepare Minutes and Council agenda packets
- Prepare public notices for all upcoming meetings
- Prepare, execute, and distribute special magistrate orders for speed camera tickets and code enforcement
- Submit required notices for publication in Jacksonville Daily Record

Community Development-Heather Whitmore

1. Public Hearing Agenda Items:

a. MARCH 2, 2026, CITY COUNCIL

- i. Easement Agreement with Linward Development Corporation: 1621 5th Street

b. MARCH 10, 2026, SPECIAL MAGISTRATE

- i. Code Enforcement Case #: 2023071

Violation Address: 2033 Oleander Pl, Neptune Beach, Florida 32266

CODE(S) CITED: The Code of Ordinances of the Neptune Beach City Codes, Chapter 28 Nuisance Code Sec 28.5 (4)(8), 2.4(9)

Expired BP/Unsafe

c. MARCH 11, 2026, COMMUNITY DEVELOPMENT BOARD

- i. DP26-02 Heritage Tree Removal at 424 Driftwood Rd: requests to remove a 30" Diameter at Breast Height Heritage Magnolia in order to build a single-family home
- ii. DP26-03 Application for Open-Air Market for Here Tomorrow's 2nd Annual ECHO Fair at Jarboe Park on August 22, 2026

d. MARCH 16, 2026, CITY COUNCIL

- i. RFP - Community Development Feasibility Study (CRA)
- ii. RFP - Impact Fee Study
- iii. RFP - Utility Rate and Feasibility Study

e. MARCH 25, 2026, HISTORIC REVIEW BOARD

2. Current Major Projects

- a. Capital Improvements Planning - Deliverable May 2026
- b. Capital Revenue Planning/Development Impact Fees - Deliverable May 2026
- c. Utility Rate and Feasibility Study
- d. Community Development Feasibility Study (CRA)
- e. Comp Plan Updates
- f. MyGov - Community Development Online Permitting/Electronic Records

3. Incoming Development

- a. 450 Atlantic Blvd - Karaoke and Sports Lounge
- b. 628 Atlantic Blvd - Jeff's Bagel Run
- c. 1209 Atlantic Blvd – Aldi
- d. 1501 Atlantic Blvd - Reve Brewing
- e. 1112 Third St – Office Building
- f. 626 Atlantic Blvd - Fifth Third Bank
- g. 1300 Atlantic Blvd - Seven Brew Coffee

4. Monthly Revenue:

October 1, 2025 to September 30, 2026		2024/2025	
Month	Cash Receipts	Month	Cash Receipts
Oct-25	\$55,436.33	Oct-24	\$24,781.74
Nov-25	\$26,898.86	Nov-24	\$22,912.39
Dec-25	\$29,965.78	Dec-24	\$30,572.52
Jan-26	\$30,311.00	Jan-25	\$42,657.66
Feb-26	\$41,000.00	Feb-25	\$13,974.35
Totals	\$183,611.97	Totals	\$134,898.66

FY 24/25 - FY 25/26	
Difference +	\$ 48,713
Difference +	36%

Finance-Jaime Hernandez

1. Financial Reporting

- a. Audit preparation in progress for FY 2024-25 (auditors James More):
 - i. Letter signed and sent to Purvis Gray requesting access to their work papers.
 - ii. Provided end-of-year (EOY) 2024 Trial balance.
 - iii. Sent the prepared by customer (PBC) list to James More.
 - iv. Preliminary audit work started February 23
 - v. Field work scheduled for the week of March 9, 2026

2. Budget

- a. Developing workbooks for the budget for FY 2026-27.
 - b. Completed workbook will be distributed to department heads the week of March 16.
 - c. Budget calendar for FY 2026-27 published.
3. Water & Sewer Rates
 - a. Researching regulatory requirements for public utilities.
 - b. Catch-up of Water & Sewer rates (2019 – 2026) of 3% per year for a total of 21% as per the rate study prepared in 2015.
 4. Sanitation
 - a. Rates increased 5% to match WastePro 5% increase.
 - b. Council approved a 7.20% surcharge to pay debt to the General Fund for the next 60 months (5 Years).
 1. Upcoming Events:
 - a. Planification to upgrade TYLER in the fall of this year

Human Resources-Jillian McCann

- The Human Resources office welcomes Mr. Chuck Kennedy, Streets and Drainage Division Chief, to the Public Works team. Mr. Kennedy is a Clemson University graduate with extensive experience in Civil Engineering.
- We also congratulate Mr. Dwayne Sumlin on his promotion to Laborer II in Public Works.
- We are currently hiring for a Building Clerk in Community Development and a Laborer I in Public Works. Interested applicants should contact the Human Resources Department.

IT Department-Ricardo Pizarro

- 2026 Laptop Refresh underway
- Axis integration for additional locations
- Gate Controller upgrade underway

Parks & Sustainability- Colin Moore/Project Management-Blake West

- State Appropriation Request for Davis Street Culvert Improvement Project submitted to State Representative Michael and Senator Yarborough - \$350,000 for the project is in the proposed Senate budget
- Various Jarboe Park court improvements completed week of February 15
- Senior Center landscaping installed week of February 23
- Cleary Park landscape design installation is currently proceeding
- Concepts for Jarboe Park for Phase 2 of construction will be finalized in early March
- \$385,000 funding request for Jarboe Park Improvements scheduled for the March 10 COJ City Council meeting
- Movies with the Mayor (Peter Rabbit) scheduled for Friday, March 27

- Easter Bunny Ride Through Town scheduled for Saturday, April 4

Public Works- Deryle Calhoun

(Updates in underline font)

Potable Water System

- Inspection of Wells 3 and 4 – These wells were constructed in the 1970s and should be video logged and inspected to identify any rehabilitation needs. Staff working on a proposal with a well contractor.
- Water Tower – Equipment was damaged at the water tower due to insufficient electrical grounding during tank renovation. Tank maintenance contractor reimbursed repair costs. Engineer has since designed and developed specifications for grounding, lightning protection (none currently) and cathodic protection. Will evaluate FY26 capital budget later in the fiscal year or request in FY27.
- Staff are evaluating software for the development of a hydraulic model of the potable water system.
- Water Shortage Order – The Governing Board of the St. Johns River Water Management District issued a Phase I Moderate Water Shortage order due to ongoing rain shortfalls. The city is messaging to citizens regarding the order to encourage conservation efforts.

Wastewater System

- Rehabilitation of junction manhole at Florida Pump Station – During pipeline construction, a significant loss of manhole wall thickness was noted. Rehabilitation of the manhole was significantly completed on 2/23/2026 and will be completed following additional work by the pipeline contractor.
- Senate Bill 64 and Advanced Wastewater Treatment regulatory requirements – A regulatory primer and proposed timeline for choosing an engineer for improvements at the treatment facility were provided to Council for consideration and feedback.
- Staff are evaluating software for the development of a hydraulic model of the sanitary sewer system.
- Wastewater Treatment Facility Consent Order – FDEP issued a Consent Order in 2020 for various violations of permit requirements. Following extensive work on the facility, permit compliance was achieved in 2025. As a result of continuous compliance since that time, staff have requested that the Consent Order be closed.

Stormwater System

- Hopkins Creek improvements at Florida and Forest – Due to the pursuit of grant funding for Forest Avenue, construction most likely would begin in the summer of 2027. The 90% design review is underway.
- Myra, Margaret and South stormwater improvements – Construction underway but substantial completion will not occur as originally anticipated due to multiple utilities in conflict and high vehicular traffic.

- Town Center pump station – Design of new discharge point underway to minimize flooding in Town Center. Discussions regarding adding water main crossing of 3rd to the project for water system looping. Probable costs and construction options to minimize disruption on Lemon Street to be presented to Council prior to finalizing design.
- Bay and Davis culvert improvements – Survey and geotechnical field work to begin soon.

Public Works

- Public Works roofing project – In project close-out, all work is complete.

Senior Center-Leslie Lyne

- YTD DONATIONS/FUNDRAISERS **\$16,894.13-through February 24, 2026**
- YTD Attendees-4,891 (duplicated persons' participation)
- YTD Attendees-543 (unduplicated people through 2/19/2026)
- YTD Events Offered-1,444 to fill social, cultural, recreational, and physical needs
- Guests/Members scheduled fundraising tours in 2026:
Costa Rica, Holland Belgium Tulip tour, Paris & Normandy tour; Christmas Markets of Europe, Black Hills & Badlands, National Parks, Italy, America's Music Cities, Hawaii, Norway, Machu Picchu, Peru, Magical Rhine River Cruise, Christmas Market Montreal and Quebec, Northern Lights of Finland
- CDBG 2026-2027 Grant submitted requesting \$48,000
- Open President's Day, February 16, 2026 (92 UNDUPLICATED PERSONS ATTENDED/PARTICIPATED)
- February 13, 2026, Annual Valentine's Day Tea-60+ attendees
- Landscaping project planned week of February 23, 2026, per Blake West
- March 10, 2026, Broadway in Jacksonville "Moulin Rouge"-45 attendees
- Hearing Life Presentation March 17 @ 1:30pm-Information Sharing
- Community Hospice presentation, March 18, 2026 @ 1:15 pm
- Fundraiser Travel Presentation Saturday, April 25-Faith Based tours as requested
- April Day Trip Planned with Amelia Island Cruises



**Agenda Item #6A
MOU-Disaster
Debris
Management**

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

AGENDA ITEM:	City of Jacksonville MOU – Disaster Debris Management Site Use
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 23, 2026
BACKGROUND:	<p>Florida Senate Bill 180, Emergencies, was signed into law on June 26, 2025, and addresses in part management of storm debris.</p> <p>Each county and municipality must apply for authorization of at least one debris management site and must annually seek preauthorization for any previously approved debris management sites. Municipalities are authorized to apply jointly with a county or adjacent municipalities for authorization of a debris management site if the parties have a memorandum of understanding (MOU) outlining the capacity and location of the site relative to each party, and such MOU is approved annually as part of the preauthorization process.</p> <p>City of Neptune Beach has received approval from FDEP for use of Jarboe Park for its primary debris management. In addition, this proposed MOU with City of Jacksonville is for staging, processing, and/or temporarily storing disaster-related debris following a debris-generating event at a COJ property.</p> <p>The city attorney has reviewed and approves the MOU.</p>
BUDGET:	Not Applicable
RECOMMENDATION:	Approval of proposed contract
ATTACHMENT:	City of Jacksonville Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF JACKSONVILLE
AND
CITY OF NEPTUNE BEACH
FOR
USE OF DISASTER DEBRIS MANAGEMENT SITE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the “City”), and the **CITY OF NEPTUNE BEACH**, a municipal corporation within the General Services District (“Neptune Beach”) for the use of City’s Disaster Debris Management Site for staging, processing, and/or temporarily storing disaster-related debris following a debris-generating event.

RECITALS:

WHEREAS, the northeast coast of Florida is subject to disaster-related events which create dangerous conditions and produce debris that are threats to the safety of the citizens of the area; and

WHEREAS, both City and Neptune Beach recognize the importance of effective and timely debris management following disaster events to ensure public safety, the protection of property, and the restoration of critical services; and

WHEREAS, City is the owner of a landfill on Girvin Road used as a temporary debris management site (the “Site”); and

WHEREAS, Neptune Beach desires to use the Site for staging, processing, and/or temporarily storing disaster-related debris following a debris-generating event; and

WHEREAS, because sharing debris management resources promotes efficiency, cost-effectiveness, and mutual aid between municipalities, City desires to provide the Site to Neptune Beach in the time of a major disaster for management of debris; and

WHEREAS, in an Administrative Award Bid No. POA- -25 dated October __, 2025, the City’s Procurement Division authorized the execution of this MOU; now therefore,

IN CONSIDERATION of the premises and the terms set forth herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to the following provisions, terms, and conditions:

1. **Recitals:** The above-stated recitals are accurate, true, and correct and are incorporated herein and made part hereof by this reference.

2. **Emergency Disaster Status:** A major disaster means an occurrence or the imminent threat thereof of severe injury or loss of life or property resulting from any natural or man-made cause such

as fire, flood, earthquake, hurricane, tornado, tidal wave, windstorm, explosion, or serious accident, as may be determined by the appropriate City or Neptune Beach officials.

3. **Notice and Permission to Occupy:** Upon the occurrence of a major disaster, as determined by City, and also upon City's determination that Neptune Beach is in need of assistance in handling disaster-related debris, City shall permit Neptune Beach to use the Site for managing disaster debris. This MOU will be activated upon the mutual written consent of City and Neptune Beach following a qualifying debris-generating event impacting Neptune Beach, or upon an existing county, regional, or state declaration of an emergency. City may revoke such permission and require Neptune Beach to vacate the Site if conditions deteriorate and become unsuitable for occupation or use of the Site in City's sole discretion.

4. **Scope of Use:** Neptune Beach may use the Site for staging, sorting, processing, and temporarily storing eligible disaster debris in accordance with applicable FEMA Public Assistance Program and Policy Guide (PAPPG) requirements, environmental regulations, and local ordinances. Hazardous materials, prohibited waste, and non-disaster-related debris will not be accepted without City's prior written approval.

5. **Length Of Use; Vacating The Facilities:**

a. This Agreement will apply for the duration of a major disaster or threat of a major disaster, not to exceed five (5) calendar days. In the event a disaster so disrupts the community that a longer disaster response period is needed, then both parties will in good faith attempt to negotiate an agreement that provides a level of service that allows both parties to achieve their objectives. City reserves the right to limit said duration if it determines conditions so warrant.

b. At the end of the time period as determined above, Neptune Beach shall vacate the Site and return it to City in the same condition in which it was when provided to it. This provision applies only to correction of any condition directly caused by Neptune Beach or its agents or otherwise directly related to use of the Site by Neptune Beach. While on City's premises, Neptune Beach shall be responsible for the proper oversight and supervision of its employees to ensure appropriate professional behavior. Any costs associated with damages caused by Neptune Beach's employees or with excess cleaning or repair that is required that arises from their use of the Site shall be the responsibility of Neptune Beach. Such costs shall be payable by Neptune Beach upon City's demand.

6. **Operational Responsibilities:**

a. Neptune Beach will:

- i. Provide all labor, equipment, and materials necessary for transporting, unloading, processing, and removing debris from the Site.
- ii. Ensure all activities comply with federal, state, and local environmental, safety, and permitting requirements.
- iii. Track and document all debris quantities and related activities for reimbursement and compliance purposes. Cost-sharing or reimbursement arrangements, if applicable, will be documented in a separate written agreement or amendment to this MOU.

- iv. Be responsible for all costs associated with its debris management activities at the Site.
- b. City will:
 - i. Provide access to the Site and designate an authorized point of contact for operational coordination.
 - ii. Communicate any Site-specific operational restrictions or requirements.

7. **Basic Assumptions for Both Parties:** Permission to occupy the premises is expressly contingent on suitable conditions existing for the City, as well as suitable conditions that would permit City's personnel to travel to and from the Site (i.e. curfews, evacuation orders, etc.). Should City personnel not be available, permission will not be given to Neptune Beach to occupy the premises. Further, City may revoke such permission and require Neptune Beach to vacate the premises if conditions deteriorate and become unsuitable in City's sole discretion.

8. **Official Representatives:** Neptune Beach's representative for purposes of this Agreement shall be Deryle Calhoun, Jr., P. E., Director of Neptune Beach's Public Works Department (904-242-5766; DCalhoun@nbfl.us). City's representative for the purposes of this Agreement shall be Scott Carter, P. E., City's Chief of Engineering and Construction Management (904-255-8710; SCarter1@coj.net).

9. **Termination of Agreement:** Either party may terminate this Agreement for no cause with 30 days' written notice.

10. **Governing Laws:** This Agreement is governed by the laws of the State of Florida, and any provisions herein in conflict therewith shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in Duval County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

11. **Maximum Indebtedness:** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this MOU is ZERO AND 00/100 DOLLARS (\$0.00).

12. **Term:** The term of this MOU shall commence on the Effective Date and continue in full force and effect for three (3) years through _____, 2028.

13. **Indemnification and Insurance:**

a. Neptune Beach shall indemnify, defend, and hold harmless City, its officers, employees, and agents from any claims, damages, or liabilities arising from its operations at the Site except to the extent caused by the gross negligence or willful misconduct of City.

b. Neptune Beach shall maintain appropriate insurance coverage, including general liability and workers' compensation, and provide proof of coverage upon request.

IN WITNESS WHEREOF, the authorized representatives have executed this Memorandum of Understanding on the date first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

WITNESS:

CITY OF NEPTUNE BEACH

By: _____

By: _____

Print/Type Name

Title

Print/Type Name

Title

Form Approved:

Office of General Counsel



Agenda Item #6B Manhole Repair

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Repairs to Manhole at Forest Avenue and Strickland Road
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 24, 2026
BACKGROUND:	<p>Staff previously identified a manhole receiving significant groundwater at Forest Avenue and Strickland Road which led to Council approving the bidding of cleaning and inspecting the trunk pipeline and associated manholes.</p> <p>A cave-in is forming at the subject manhole which is approximately 13 feet deep. Staff believe the groundwater intrusion is responsible.</p> <p>Hydro-Klean, LLC provided a quote of \$3,900 to utilize a polyurethane grout resin injected into the manhole wall and earth as needed to eliminate incoming groundwater and to rebuild the manhole’s bench and invert. One day is the estimate for the described work. Due to the uncertainty of voids that may exist behind the manhole’s fiberglass liner, a rate of \$300 per hour and \$150 per gallon of grout was quoted for any work beyond the one-day estimate.</p> <p>Hydro-Klean has provided the Purchasing Cooperative of America contract to piggyback, and the city attorney has previously approved its use. A piggyback agreement with the City was previously executed.</p> <p>The work will require bypass pumping of the trunk sewer line. Although a final plan and pump rental estimate is not currently available, costs could exceed the \$25,000 threshold for Council approval. Sunbelt Rentals, Inc. provides the City with pump rentals through an annual purchase order.</p>
BUDGET:	As of 2.24.26 FY26 Current Budget for Sewer Repair and Maintenance 401-4335-535-30-46 is \$324,842.71 with Budget Available of \$242,104.84.
RECOMMENDATION:	Approval to proceed with repairs to the manhole
ATTACHMENT:	Quote from Hydro-Klean LLC Piggyback Agreement with Hydro-Klean, LLC Photo of manhole groundwater infiltration

Infiltration at Failed Manhole Bench



CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this 20th day of November, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and Hydro-Klean, LLC, (“Contractor”).

WITNESSETH:

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

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

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

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

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

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

WHEREAS, The City of Neptune Beach, FL awarded a bid solicitation to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“Previously Procured Contract”). A copy of the complete set of the associated procurement documents are on file with the City Clerk; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach to perform certain services; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the Previously Procured Contract; and

WHEREAS, the Previously Procured Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune

Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the previously procured contract.

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

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

2. Amendments. The Previously Procured Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the Previously Procured Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the Previously Procured Contract and terms of this Agreement, the terms of this Agreement shall prevail. The City of Neptune Beach and its equivalent staff and address shall be substituted for the staff and its staff and addresses, as may be required in the Previously Procured Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Scope of Work. The particular scope of work which may contain materials, pricing and times of performance are included in the quote, invoice or contract that is attached hereto and made a part hereof as **Exhibit “A”** and shall be binding upon the City and Contractor.

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

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

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

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

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

5. 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 Duval County Circuit Court on an expedited basis to enforce the requirements of this section.

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

7. 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.

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

9. 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.

10. 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. 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:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. 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;
4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

13. 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.

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

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

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 11 "No coercion for labor or services" and that the facts stated in it are true.

THE CITY OF NEPTUNE BEACH:

By: *Corrine A. Bylund*
Corrine A. Bylund, Mayor

Attested By: *Catherine Ponson*
Catherine Ponson, City Clerk

CONTRACTOR: Hydro-Klean, LLC :

Signature: *Jill Lomp*

Print Name: Jill Lomp

Print Title: Contracts Manager

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of November, 2025, by Jill Lomp of Hydro-Klean, LLC, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced personally known as identification.

Teresa Jean Lewis
Signature of Notary Public - State of Florida
Teresa Jean Lewis
Printed/Typed/Stamped Name of Notary



Approved as to Legal Form and Content by:

Paul Hill

Vose Law Firm, City Attorney



Hydro-Klean, LLC
 333 NW 49th Place
 Des Moines, IA, 50313
 Phone: 515-283-0500

Quote

Quote Nbr.: PQ008185
Order Date: 01/15/2026
Valid Until: 04/15/2026
Sales Person: Katrina Pride
Customer ID: 111451
Payment Terms: Net 30 Days

Job Site:
 City of Neptune Beach, FL
 2010 Forest Avenue
 Neptune Beach FL 32266
 United States of America

Bill to:
 City of Neptune Beach, FL
 2010 Forest Avenue
 Neptune Beach FL 32266
 United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK will grout around the perimeter of the bottom of the manhole to stop the active leak. Once leak is stopped, HK will remove the cementitious material that has been added to the bench and replace it with new Hyperform to seal the bench and liner junction. Any additional work needed will be charged on a time and material basis.

City to provide water source at no cost to HK.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Grout to stop leak and rebuild bench & invert	1.0000	EACH	3,900.0000	3,900.00

*NOTE: Quote does not include any applicable taxes				*Quote Total:	3,900.00
Prepared By:	Katrina Pride	Accepted By:	_____		
Approved By:	Wade Anderson	Date:	_____		
		PO#:	_____		



**Agenda Item #6C
911 User Fees**

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

AGENDA ITEM:	Agreement between JSO and City of Neptune Beach for 911 User Fee Distribution
SUBMITTED BY:	Deidra Baines Procurement Manager Jacksonville Sheriff's Office Budget Division
DATE:	February 25, 2026
BACKGROUND:	This is the annual Interlocal Agreement between JSO and Neptune Beach for the purpose of distributing proceeds collected and set aside via the 911 user fee to be used to pay a portion of the salaries and related expenses for Neptune Beach Emergency Communications Officers.
BUDGET:	See agreement
RECOMMENDATION:	Approve the 911 User Fee Agreement
ATTACHMENT:	Agreement for 911 User Fee Distribution

AGREEMENT FOR 911 USER FEE DISTRIBUTION
(City of Neptune Beach)

This Agreement for 911 User Fee Distribution (this “**Agreement**”) is dated _____, 2026, and is between the **Jacksonville Sheriff’s Office**, an office organized and existing under the charter and ordinance code of the City of Jacksonville (“**JSO**”), and the **City of Neptune Beach**, a municipal corporation in Duval County, Florida (“**Neptune Beach**”).

Whereas, the parties want to enter into this Agreement for the purpose of distributing proceeds collected and set aside via the 911 user fee to be used to pay a portion of the salaries and related expenses for 911 call takers for that portion of their time spent answering and handling 911 calls under the provisions of section 365.172, Florida Statutes, as authorized to be imposed by the governing body of Duval County, Florida.

Whereas, the City of Jacksonville’s City Council, acting as the governing body of Duval County, Florida, has authorized the fees collected to be used to fund this Agreement wherein Neptune Beach will receive its pro rata share, to be used for lawful purposes.

Now, therefore, the parties agree as follows:

1. Calculation of Distribution.

- (a) Neptune Beach shall receive a distribution proportion of the 911 user fee (the “**Distribution**”) calculated by taking the total call taker salary from Neptune Beach, multiplying that amount by the portion attributed to 911 calls versus administration calls not to include dispatching calls (if not available, the JSO percentage will be utilized), and multiplying that amount by the five-year weighted average of 911 calls (if calls are not segregated by emergency/non-emergency, then the JSO average will be utilized).
- (b) If the available net revenues (total 911 revenue less 911 administration salaries and benefits and operating expenses) are greater than or equal to the total calculated Distributions of the five public safety answering points, that is JSO, the City of Jacksonville Fire Department, the City of Atlantic Beach, the City of Jacksonville Beach, and the City of Neptune Beach (collectively, the “**PSAPs**”), then the entire Distribution will be available to Neptune Beach. If the available net revenues are less than the total calculated Distributions of the PSAPs, then Neptune Beach will receive its pro rata share based on the percentage of its Distribution to the total calculated Distribution of the PSAPs.
- (c) The maximum amount to be distributed by JSO to Neptune Beach as a result of this calculation for fiscal year 2025–2026 is **EIGHTY-TWO THOUSAND SIX HUNDRED NINETY THREE AND 22/100 DOLLARS (\$82,693.22)**.
- (d) The Distribution shall be remitted to the respective city manager or finance director or their designee on a quarterly basis.
- (e) The salary period covered under this Agreement shall be retroactive to October 1, 2025, and shall continue through September 30, 2026.

2. **Use of Distribution.**

(a) The 911 user fees collected and distributed as provided in this Agreement shall be utilized only for call taker salaries and associated expenses, in accordance with section 365.172, Florida Statutes.

(b) By accepting funds, Neptune Beach hereby agrees to provide an audit or accounting of such funds and the manner in which they were expended in accordance with section 11.45, Florida Statutes.

(c) Neptune Beach hereby acknowledges full payment and performance under all prior agreements on this subject and hereby waives any right to assert any claim for failure of performance in prior years.

3. **Termination.** Either party may terminate this Agreement at any time and for any reason by notifying the non-terminating party in writing, at which point this Agreement will terminate 30 days after the non-terminating party receives the notice.

4. **Relationship of Parties.** Nothing in this Agreement delegates any constitutional or statutory duty of one party to the other party. Except as set forth in this Agreement, neither party shall have any responsibility with respect to services provided or the contractual obligations of the other party. Nothing in this Agreement shall be deemed to constitute that the party is a partner, agent, or local representative of the other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.

5. **Recitals.** The recitals are accurate and true and are hereby incorporated in and made a part of this Agreement.

6. **Severability.** The invalidity or unenforceability of any clause or provision in this Agreement shall in no way affect the validity or enforceability of any other clause or provision.

7. **Amendment; Waiver.** No amendment or modification of this Agreement will be effective unless it is in writing and signed by the parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

8. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Agreement lies exclusively in the appropriate court in Duval County, Florida.

9. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

10. **Counterparts.** This Agreement may be executed electronically and in several counterparts each of which will be deemed an original and all of which will constitute one instrument.

In witness whereof, the parties are signing this Agreement the day and year first written above.

Witness

Jacksonville Sheriff's Office

Pursuant to section 37.101(m), Jacksonville Ordinance Code

By: _____
Name: _____

By: _____
T.K. Waters
Sheriff

Witness

City of Neptune Beach

By: _____
Name: _____

By: _____
Name: _____
Title: _____

Encumbrance and funding information for internal City use:

Account or PO Number:

1Cloud Account for Certification of Funds	Amount
	\$82,693.22

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

Director of Finance
City Contract #: _____

Form Approved:

Office of General Counsel



**Agenda Item #6D
Tree Fund**

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

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

Tree Replacement Projects Cost Estimates

Seawood Dr Bird Sanctuary Restoration

	Task	Description	Cost
	Topsoil	Utilize three yards of topsoil for planting overtop thick roots. Place pile of topsoil where trees will be planted	<ul style="list-style-type: none"> • \$280
	Planting	<ul style="list-style-type: none"> • Plant 3, 15 gal mulberry trees • 1 East palatka holly 30 gal • 1 cedar • 10, 3 gal firebush • 5 yaupon holly and 5 walters viburnum if straight is available Wildflower plugs: dune sunflower as fading groundcover, coreopsis, firewheel, bee balm at edge	<ul style="list-style-type: none"> • \$672.50 • \$85 delivery
			Total: \$1,032.50

First St Palm Trees

35 cabbage palms @ \$200 each \$7,000.00

Total **\$8,032.50**



**Agenda Item #6E
Fifth Member -
Pension Board**

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

AGENDA ITEM:	Fifth Member- Police Officers' Retirement Fund Board of Trustees
SUBMITTED BY:	Neptune Beach Police Officers' Retirement Fund Board
DATE:	February 25, 2026
BACKGROUND:	<p>Neptune Beach Code Section 2-347, states, " the board shall consist of five (5) trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Neptune Beach City Council, and two (2) of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system.</p> <p>The fifth trustee shall be chosen by a majority of the previous four (4) trustees as provided for herein, and such person's name shall be submitted to the city council.</p> <p>Upon receipt of the fifth person's name, the city council shall, as a ministerial duty, appoint such person to the board as its fifth trustee.</p> <p>At the February 11, PORF Board meeting, the board voted to appoint Frank Cashman as the fifth trustee and is submitting his name pursuant to F.S. Section 185.05(1)(a).</p>
RECOMMENDATION:	Ministerially appoint Frank Cashman as the Fifth Trustee
ATTACHMENT:	Frank Cashman application



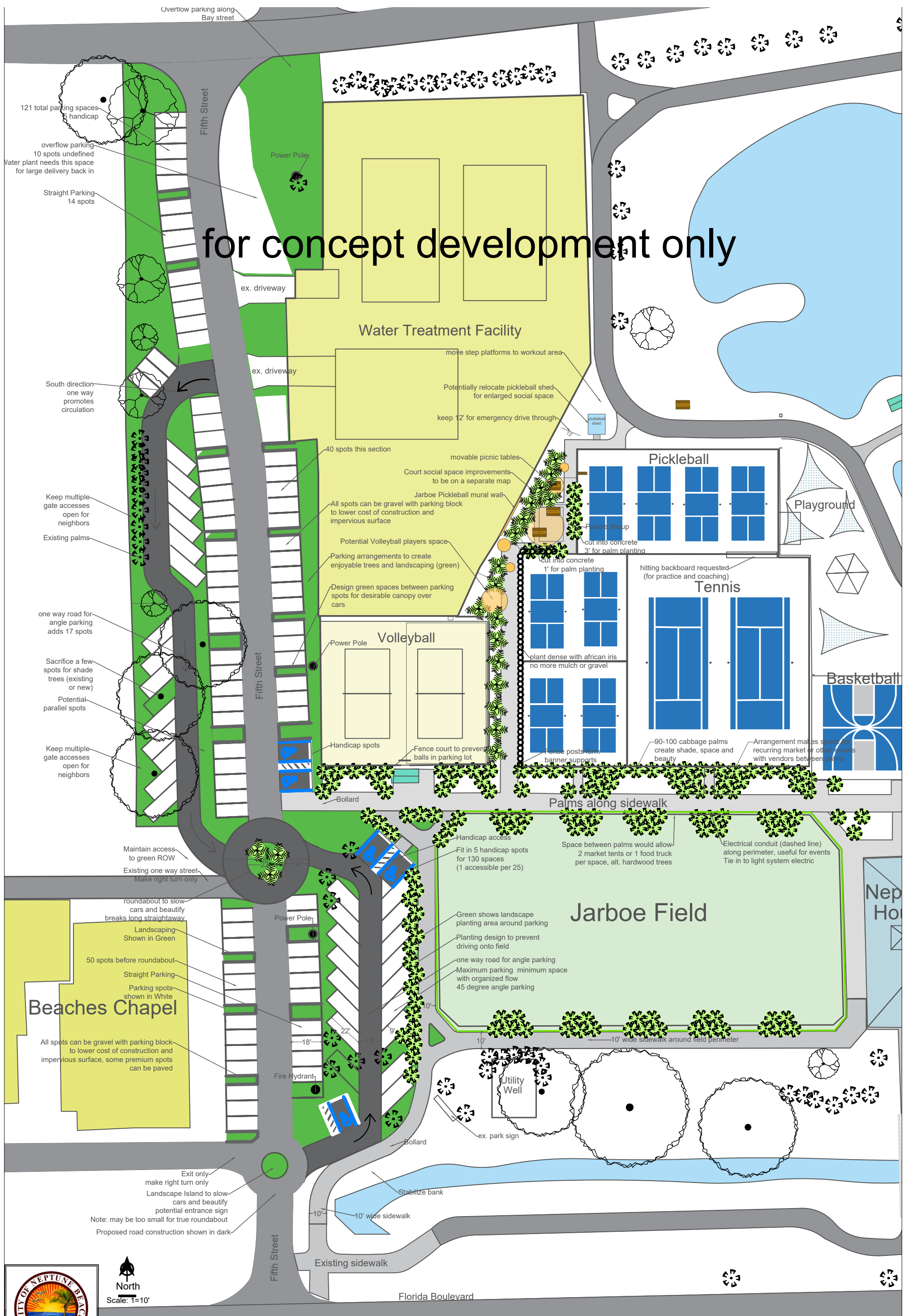
CITY OF NEPTUNE BEACH

Board Membership Application

CONB DOC RECD
26 FEB 25 PM 3:02:05

Name: Frank Cashman		
Address: 1662 Park Terrace West Atlantic Beach, Florida 32233		
Mobile Phone: (904) 219-7998	Work Phone: N/A	
Email address: NBI337@COMCAST.NET		
Occupation: RETIRED	Place of Employment: N/A	
How long have you lived in the City of Neptune Beach? N/A		
Education	Major	Did you graduate?
High School: FLETCHER H.S.		YES
College: COLUMBIA COLLEGE	B.S. CRIMINAL JUSTICE	YES
What are your hobbies and interests?		
PARACHUTING + TRAVEL		
Which Board do you desire to serve on? (see second page for description)		
	Community Development Board	
X	Police Retirement Fund Board	
	Finance & Auditor Selection Committee	
	Historical Review Board	
Please explain what qualifications, employment, or volunteering, you possess that is relevant to this board.		
I SERVED ON THE N.B.P.D. RETIREMENT BOARD FOR OVER 10 YEARS		
Provide a brief explanation of your interest in being appointed to this board.		
I WANT TO CONTINUE MY PUBLIC SERVICE TO THE CITY		
The Community Development Board meets at 6:00 p.m. on the second Wednesday of the month.		
The Pension Board meets quarterly on Fridays at 1:00 p.m.		
The Finance & Auditor Selection Committee meets once a month between 8:00 a.m. and 5:00 p.m. The Historical Review Board will meet each calendar month.		
Are you a registered voter? YES		
Signature: Frank Cashman	Date: 24 FEB 26	

for concept development only

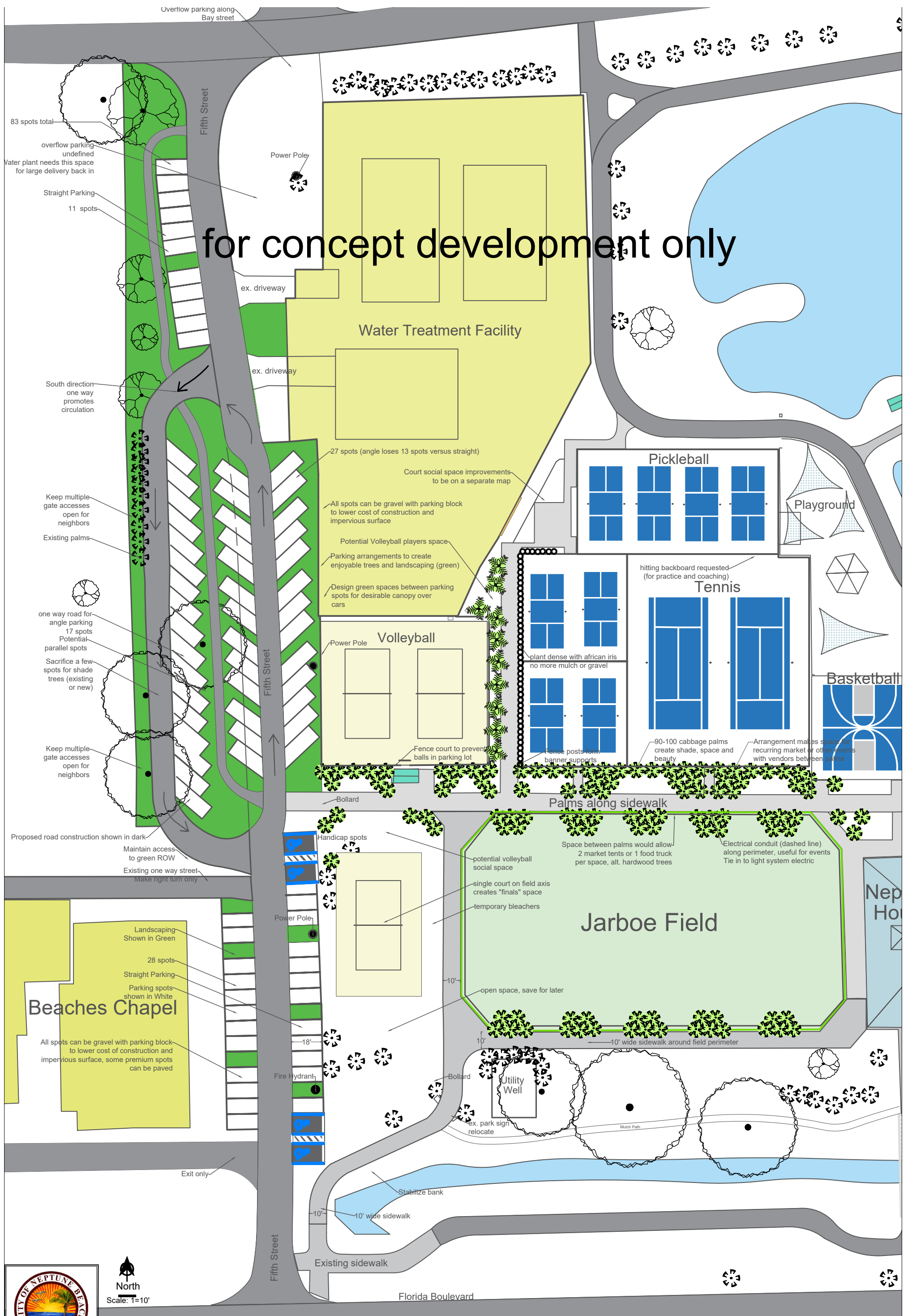


North
Scale: 1"=10'

Jarboe Park West CONCEPT 1 Parking Courts and Field

Blake West
Project Manager

for concept development only



North
Scale: 1=10'

Jarboe Park West CONCEPT 3 Parking Courts and Field

Blake West
Project Manager



Agenda Item #10A
Res. No. 2026-08
1621 5th Street

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Resolution No. <u>2026-08</u> , Easement Agreement with Linward Development Corporation: 1621 5th Street
SUBMITTED BY:	Heather Whitmore, AICP, PTP, Community Development Director
DATE:	March 2, 2026
BACKGROUND:	<p>The existing 13,334 square foot “double lot” is 113 feet wide by 117 feet deep. The owner, Mr. Ed Salem, 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.</p> <p>The utility easement contains an eight inch water main located ten feet east of the western property line. The applicant requests to relocate the existing water line in order to permit a 15 foot vacation of the 25 foot easement.</p> <p>The purpose of the easement agreement is to:</p> <ol style="list-style-type: none"> 1) Grant all approvals necessary for Linward to relocate/abandon the Water-main from the Property and install a new water-main in the City’s right-of-way adjacent to the Property at the sole expense of Linward, 2) Agree to release fifteen (15) feet of the Utility Easement <p>The applicant has provided preliminary water main construction plans to relocate the eight inch water line via directional drilling in the 5th Street ROW to the, as attached. Final construction drawings will be reviewed and approved by the Public Works department of Neptune Beach. Final construction will be performed by a contractor from the City’s approved list of contractors.</p> <p>The applicant requests the termination of the 15 foot westernmost portion of the easement in order to make available a 1,750 square foot (15’*116’) area for development.</p>
RECOMMENDATION:	Approve Resolution No. 2026-08, Approving Easement Agreement
ATTACHMENT:	<p>Exhibit 1) Resolution to Approve Easement Agreement</p> <p>Exhibit 2) Easement Agreement, Including Easement Release and Revised Utility Easement</p> <p>Exhibit 3) Preliminary Water Main Relocation Plans</p>



RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, DUVAL COUNTY, FLORIDA, APPROVING THE EASEMENT AGREEMENT WITH LINWARD DEVELOPMENT CORPORATION LOCATED AT 1621 5TH STREET, NEPTUNE BEACH, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS, REQUIRED FINDINGS, AND AN EFFECTIVE DATE.

WHEREAS, the Easement was created pursuant to Bill No. 666 and Neptune Beach City Ordinance 1994-10 approved May 2, 1994, by the City of Neptune Beach City Council as recorded in OR Book 9104 Page 2196 of the public records of Duval County Florida, pursuant to which the City authorized that a portion of certain real property described therein ("Property") should partially be vacated, closed, and abandoned, and a reduced utility easement should be imposed upon same ("Utility Easement"); and

WHEREAS, as part of the consideration for the Release of Easement, Linward shall, at its sole expense, prepare complete engineering drawings for relocation/abandonment of the Water-main located on the Property with a water-main located in the City's right-of-way adjacent to the Property; and

WHEREAS, as part of the consideration for the Release of Easement, the City does hereby give all rights, licenses and approvals necessary for Linward to relocate/abandon the Water-main from the Property and install a new water-main in the City's right-of-way adjacent to the Property at the sole expense of Linward. Linward does hereby agree to return the right-of-way property to a condition substantially similar to its current condition after the installation of the new water-main; and

WHEREAS, as part of the consideration for the Release of Easement, Linward does hereby agree to return the right-of-way property to a condition substantially similar to its current condition after the installation of the new water-main; and

WHEREAS, as part of the consideration for the Release of Easement, the City agrees to release fifteen (15) feet of the Easement; and

WHEREAS, the Agreement is made for the benefit of and on behalf of the citizens of the City;

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. APPROVAL OF THE EASEMENT AGREEMENT. The City hereby approves the easement agreement and grant approvals necessary for Linward to relocate/abandon the Water-main from the Property and install a new water-main in the City's right-of-way adjacent to the Property at the sole expense of Linward, and agrees to release fifteen (15) feet of the Utility Easement and directs that the Utility Easement shall no longer be in force and effect nor encumber or run with the Property therein described and further directs that the Utility Easement be cancelled and forever discharged of record.

SECTION 3. DIRECTION TO CITY CLERK. The City Clerk is hereby authorized and directed to record any right-of-way map(s) and/or other recordable instruments required by this Resolution.

SECTION 4. SEVERABILITY. If any provision of this Resolution is held invalid by a court of competent jurisdiction, or if any portion becomes preempted by state law, the affected provision shall be deemed stricken and the remainder shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held on this _____ day of _____, 2026.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:



Paul Waters, City Attorney

EASEMENT AGREEMENT

[1621 5th Stret Neptune Beach, Florida]

THIS EASEMENT AGREEMENT (“Agreement”) by and between **LINWARD DEVELOPMENT CORPORATION**, a Florida Corporation, (“**Linward**”), and **CITY OF NEPTUNE BEACH, FLORIDA**, a Florida municipal corporation (“**City**”), is made effective as of the date on which the last of the parties executes this Agreement (the “**Effective Date**”).

RECITALS:

- A. Linward is the owner of that certain property located at 1621 5th Street, Neptune Beach, Florida 32266, as more particularly described on **Exhibit “A”** (the “**Property**”).
- B. The Property is subject to a twenty-five (25) foot utility easement located on the western portion of the Property (the “**Easement**”) as more particularly described on **Exhibit “B”**.
- C. The Easement was created pursuant to Bill No. 666 and Neptune Beach City Ordinance 1994-10 approved May 2, 1994, by the City of Neptune Beach City Council as recorded in OR Book 9104 Page 2196 of the public records of Duval County Florida
- D. Located within the Easement is an eight (8) inch water-main (the “**Water-main**”) as shown on **Exhibit “B”**.
- E. The City desires to release fifteen (15) feet of the Easement as more particularly described on **Exhibit “B”** per the terms of **Exhibit “C”** (the “**Release of Easement**”).
- F. As part of the consideration for the Release of Easement, Linward shall, at its sole expense, prepare complete engineering drawings for relocation/abandonment of the Water-main located on the Property with a water-main located in the City’s right-of-way adjacent to the Property in accordance with **Exhibit “B”**, submit said drawings for review and approval by the public works department of Neptune Beach and select a contractor from an approved list of contractors in Neptune Beach to perform the work as approved.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. The Recitals are hereby incorporated into this Agreement and made a part hereof.
- 2. The City does hereby give all rights, licenses and approvals necessary for Linward to relocate/abandon the Water-main from the Property and install a new water-main in the City’s right-of-way adjacent to the Property. The City further grants Linward the right to undertake any improvements necessary to effectuate this water main relocation/abandonment. All costs for the relocation/abandonment shall be at the sole expense of Linward. Linward does hereby agree to return the right-of-way property to a condition substantially similar to its current condition after the installation of the new water-main.

3. Within five (5) days after Linward has relocated/abandoned the Water-main and completed the work for installation of a water-main as shown on **Exhibit “B”** in accordance with the City’s approval, the City shall execute the Release of Easement in substantially the same form as **Exhibit “C.”**

4. Concurrent with the City’s Execution of the Easement Release Agreement, Linward shall execute the easement in substantially the same form as **Exhibit “D.”** (The **“10 Foot Easement”**).

5. The City shall be responsible for all recording fees associated with recording of the 10-Foot Easement. Linward shall be responsible for recording the Release of Easement.

6. Both parties shall have all rights and remedies available at-law and equity in the event either party is in default, including but not limited to the right of specific performance.

7. To the extent necessary, the parties agree to execute any documents necessary to effectuate the intent of this Agreement.

8. The parties agree that the individuals executing this Agreement on behalf of the respective party have the authority to bind said party to the obligations contained herein.

9. This Agreement may be executed by the parties hereto individually or in combination in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Facsimile and scanned and emailed signatures shall be deemed original signatures and binding on the parties.

[Signatures Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date (which shall be latest date by signature by any Party).

LINWARD DEVELOPMENT CORPORATION, LLC,
a Florida corporation

By: _____

Its: _____

Signature: _____

Date: _____

THE CITY OF NEPTUNE BEACH, FLORIDA
a Florida municipal corporation

By: _____

Its: _____

Signature: _____

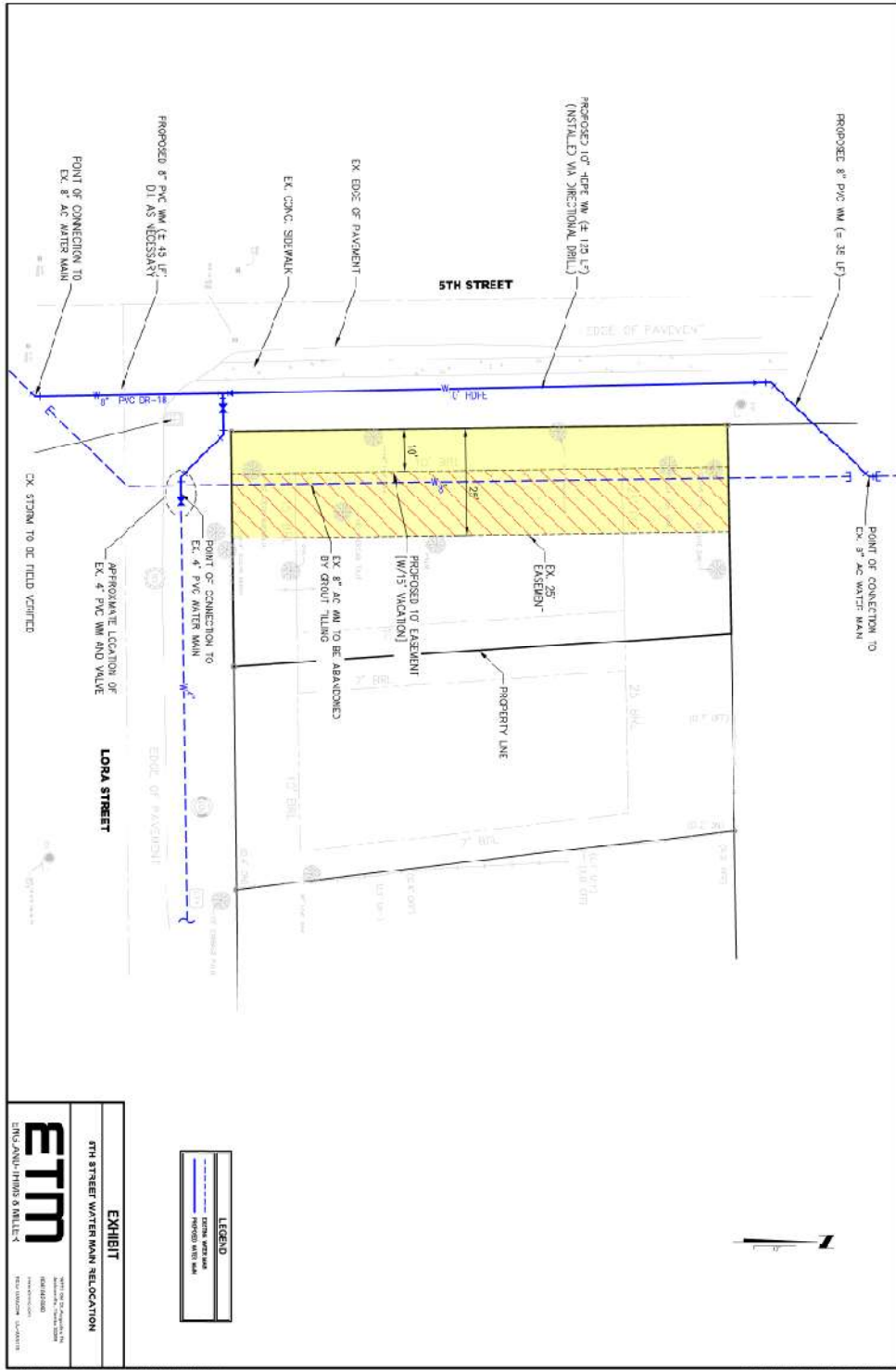
Date: _____

EXHIBIT "A" TO EASEMENT AGREEMENT

"The Property"



EXHIBIT "B" TO EASEMENT AGREEMENT



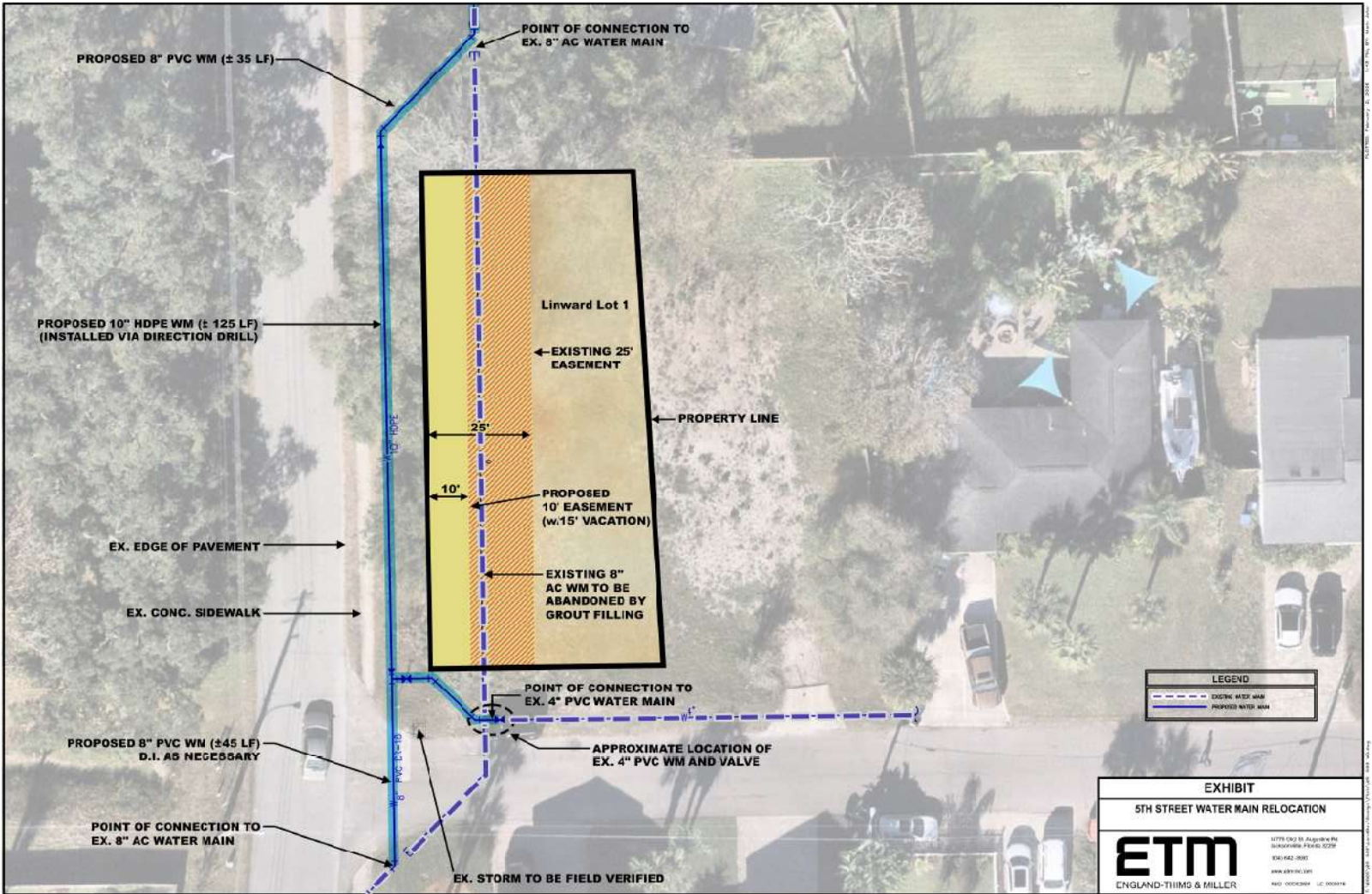


EXHIBIT "C" TO EASEMENT AGREEMENT
Release of Easement

Prepared by and return to:

Zach Miller, Esq.
3203 Old Barn Court
Ponte Vedra Beach, Florida 32082
(904) 503-3893

RELEASE OF EASEMENT

This Release of Easement ("Release") is made by the City of Neptune Beach, Florida, a Florida municipal corporation whose address is 116 First Street, Neptune Beach, FL 32266 ("Easement Holder"), as of the date executed below.

WHEREAS, Easement Holder is the owner and holder of that certain easement pursuant to Bill No. 666 and Neptune Beach City Ordinance 1994-10 approved May 2, 1994, by the City of Neptune Beach City Council as recorded in OR Book 9104 Page 2196 of the public records of Duval County Florida (the "Easement");

WHEREAS, Easement Holder wishes to release and discharge that portion of the Easement encumbering and located on the real property as described in the attached **Exhibit "1"** (the "Released Property");

NOW THEREFORE, for Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Easement Holder agrees as follows:

1. The Recitals are true and correct and incorporated herein by reference.
2. Easement Holder hereby forever releases and discharges all of Easement Holder's right, title and interest in and to that portion of the Easement encumbering and located on the Released Property. This Release of Easement shall inure to the benefit of the owner of the Released Property and their successors and assigns.
3. This Release shall release only that portion of the Easement described herein.
4. Easement Holder represents and warrants that it has full power and authority to enter into this Release of Easement and has not previously assigned or conveyed any right, title or interest in the Easement to any other person or entity.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Easement Holder has hereunto set their hand and seal the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

CITY OF NEPTUNE BEACH, FLORIDA:

Sign _____
Print _____

By: _____
Print: _____
Title: _____
Date: _____

Sign _____
Print _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ of THE CITY OF NEPTUNE BEACH, FLORIDA, a Florida municipal corporation, on behalf of the entity, who: (check one):

[] is personally known to me; or
[] produced _____ as identification.

Signature of Notary Public
Print, Type/Stamp Name of Notary

EXHIBIT 1 to RELEASE OF EASEMENT

15 feet being released

A portion of Lot 1, Linward Subdivision, as recorded in Plat Book 86, Pages 40 and 41, being the Eastern 15 feet of the Easterly 25 feet of the former 5th Street ROW which was closed by the City of Neptune Beach Ordinance # 1994-10 as recorded in OR Book 9104 Page 2196 of the public records of Duval County Florida, more fully described as follows:

Commence at the Southwest corner of said Lot 1 Linward Subdivision; Thence S89° 22' 00"E, along the north Right of Way line of Lora Street, a distance of 10 feet to the point of beginning; Thence N00° 44' 23" W, departing said north right away line a distance of 116.33 feet to the north line of Said Lot 1; Thence N89° 03' 15"E along said north line of said Lot 1 a distance of 15 feet; Thence S 00° 44' 23"E, departing said north line of Lot 1, a distance of 116.42 feet to the North Right of Way line of said Lora Street; Thence S89° 22' 09"W along said North right away line of Lora Street, a distance of 15 feet to the point of beginning.

**EXHIBIT “D” TO EASEMENT AGREEMENT
10-Foot Easement**

Prepared by and return to:
Zach Miller, Esq.
3203 Old Barn Court
Ponte Vedra Beach, Florida

NON-EXCLUSIVE GRANT OF EASEMENT

THIS NON-EXCLUSIVE GRANT OF EASEMENT, made this ____ day of _____, 2026, by and between **LINWARD DEVELOPMENT CORPORATION** a Florida corporation, whose address is 7002 Epping Forest, Jacksonville, Florida 32217 (the “Grantor”), and **THE CITY OF NEPTUNE BEACH, FLORIDA**, a Florida municipal corporation whose address is 116 First Street, Neptune Beach, FL 32266 (“CITY”).

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by CITY, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the CITY, its successors and assigns forever, an easement with the right, privilege, and authority to said City, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, below the surface of the ground, facilities and associated equipment for sewer, under the following described land situate in Duval County, Florida, to wit (the “Easement Property”):

See Exhibit 1 attached hereto and incorporated herein.

TOGETHER with the right of said CITY, its successors and assigns, of ingress and egress to and over said Easement Property, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said Easement Property.

Grantor may use and occupy the Easement Property for any lawful purpose which does not unreasonably interfere with City’s use and enjoyment of Easement Property as specified herein.

Upon the completion of any work in the Easement Property by the CITY, at its expense, shall promptly remove all materials, debris, and equipment and restore the surface of the Easement Property to substantially the same condition as existed prior to the work.

GRANTOR represents and warrants that it is the true owner of record of the Easement Property and that it has full power and authority to grant to the CITY the rights granted hereunder.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first written above.

Signed and Sealed in Our

LINWARD DEVELOPMENT CORPORATION:

Presence as Witnesses:

Sign _____
Print _____

By: _____
Print: _____
Title: _____
Date: _____

Sign _____
Print _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ of LINWARD DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the entity, who: (check one):

[] is personally known to me; or
[] produced _____ as identification.

Signature of Notary Public
Print, Type/Stamp Name of Notary

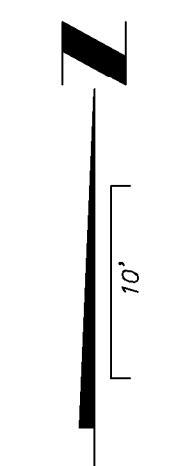
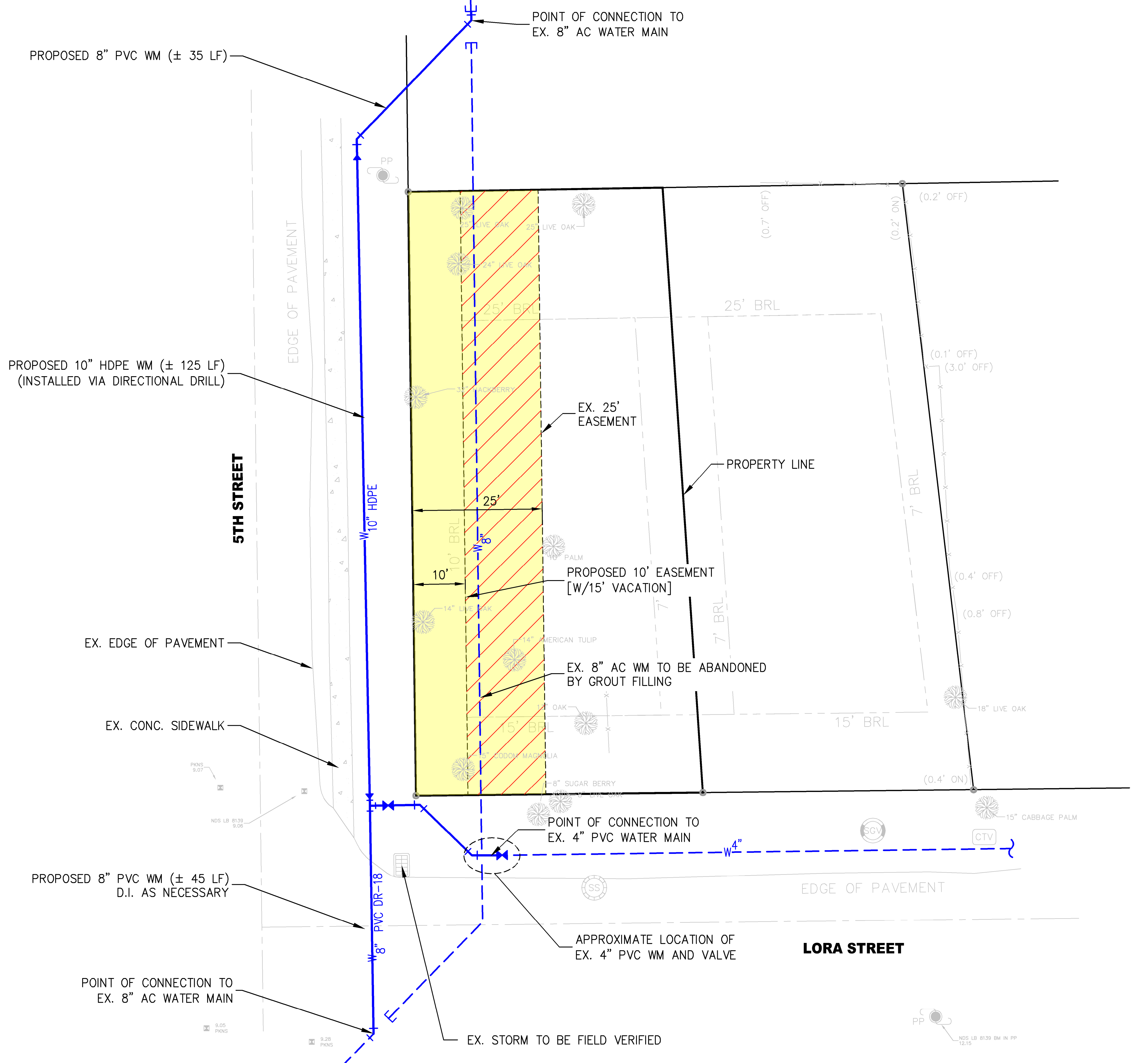
EXHIBIT 1 to EASEMENT

10 Foot Easement

A portion of Lot 1, Linward Subdivision, as recorded in Plat Book 86, Pages 40 and 41, being the Western 10 feet of the Easterly 25 feet of the former 5th Street ROW which was closed by the City of Neptune Beach Ordinance # 1994-10 as recorded in OR Book 9104 Page 2196 of the public records of Duval County Florida, more fully described as follows:

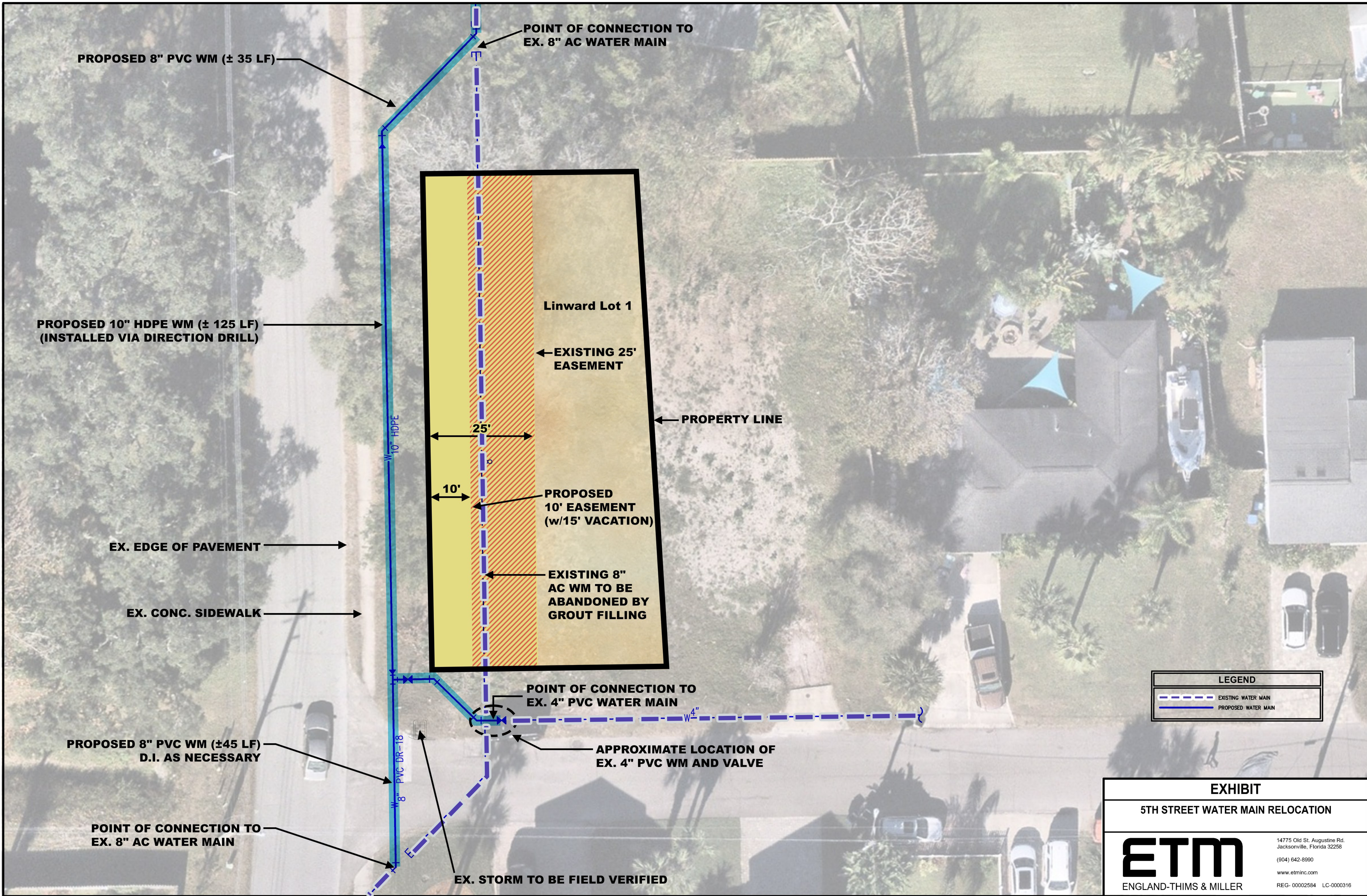
Commence at the Southwest corner of said Lot 1 Linward Subdivision for a Point of Beginning; Thence N00° 44' 23" W, along the eastern right away line of 5th St. a distance of 116.28 feet to the north line of Said Lot 1; Thence N89° 03' 15"E along said north line of said Lot 1 a distance of 10 feet; Thence S 00° 44' 23"E, departing said north line of Lot 1, a distance of 116.33 feet to the North Right of Way line of Lora Street; Thence S89° 22' 09"W along said North right away line of Lora Street, a distance of 10 feet to the point of beginning.

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LEGEND	
	EXISTING WATER MAIN
	PROPOSED WATER MAIN

EXHIBIT	
5TH STREET WATER MAIN RELOCATION	
 ENGLAND-THIMS & MILLER	14775 Old St. Augustine Rd. Jacksonville, Florida 32258
	(904) 642-8990
	www.etminc.com
	REG- 00002584 LC-0000316



PLOTTED: February 12, 2026 - 1:43 PM, BY: Mark Jeter
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