



**AGENDA**  
**Regular City Council Meeting**  
**Monday, May 4, 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 / NONE
3. APPROVAL OF MINUTES
  - A. **April 6, 2026, Regular City Council Meeting**  
**April 20, 2026, Special City Council Meeting**  
**April 20, 2026, Workshop City Council Meeting**  
**April 20, 2026, Town Hall Meeting**
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT
6. CONSENT AGENDA
  - A. Water Plant High Service Pump Replacements
  - B. Stormwater Improvements on Myra, Margaret and South Streets – Change Order 2 for Asphalt Milling and Additional Paving
  - C. Stormwater Improvements on Myra, Margaret and South Streets – Change Order 3 for Water Main Conflict Resolution
  - D. Dancin' in the Streets Event - Final Approval
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
  - A. **V26-03**: Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests a variance from table 27-239 C-3 frontage buildout to permit a 30% building frontage in lieu of the required 70% building frontage. The property is in the C-3 Zoning District.
  - B. **SE26-01**: Application for art project as outlined in Chapter 27 Article XV Section 27-596 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests approval for mural. The property is in the C-3 zoning district.
  - C. **DP26-04**: Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100).

The applicant requests to establish a 1,978 square foot bank The property is in the C-3 zoning district.

8. ORDINANCES

- A. ORDINANCE NO. 2026-04, SECOND READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Chapter 18, Streets, Sidewalks and Other Places; Article I, Section 18-5, Abandoning or Private Use of Public Property or Rights-of-Way; Providing Codification, Conflicts, Severability, and Providing an Effective Date (Adds Easements)
- B. ORDINANCE NO. 2026-05, SECOND READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida Amending the Operating Budget for Fiscal Year 2025-26, Beginning October 1, 2025, and Ending September 30, 2026; Authorizing the Purchase of a Vehicle Not Included in the Adopted Budget; Increasing General Fund Appropriations for Capital Outlay; Authorizing an Interfund Transfer from the Special Revenue Fund to the General Fund; Providing for Findings; Providing for Authority; Providing for Budget Amendment and Appropriations; Providing for Accounting Entries; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date

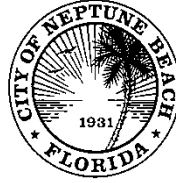
9. OLD BUSINESS / NONE

10. NEW BUSINESS

- A. City Property Value Estimate Discussion

11. COUNCIL COMMENTS

12. ADJOURN



**MINUTES  
REGULAR CITY COUNCIL MEETING  
MONDAY, APRIL 6, 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, April 6, 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  
Councilor Brent Rogers

**STAFF:**

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

Call to Order/Roll Call

Mayor Bylund provided the invocation, led the Pledge of Allegiance, and called the meeting to order.

**PRESENTATIONS**

NBPD Employee of the Year

Chief of Police Michael Key and Commander Liam Toal presented the Neptune Beach Police Department 2025 Employee of the Year to Officer Sean M. Kramer. Chief Key highlighted Officer Kramer's attributes, including his supervisory duties, professional development, contributions to agency improvements, and selfless service to the department and community.

Medal of Exceptional Duty

Chief Key and Commander Gary Stucki presented the Medal of Exceptional Duty to Detective Sergeant William E. Torres for his demonstration of leadership, professionalism and dedication of the highest order.

National Public Safety Telecommunicators Week

Mayor Bylund read and presented a proclamation recognizing April 12-18, 2026, as National Public Safety Telecommunicators Week.

Beaches Kiwanis Club Presentation

Beaches Kiwanis Club President Lynne Oliver and Past President Karl Price presented a \$10,000 gift to Neptune Beach for outdoor music therapy equipment in Jarboe Park, helping to create a space where children of all abilities can explore, connect, and thrive.

**APPROVAL OF MINUTES**

Minutes Made by Livingston, seconded by Horvath.

**MOTION: TO APPROVE THE FOLLOWING:**

- March 2, 2026, Regular City Council Meeting**
- March 16, 2026, Special City Council Meeting**
- March 16, 2026, Workshop City Council Meeting**
- March 16, 2026, Town Hall Meeting**

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

**MOTION CARRIED**

**PUBLIC COMMENTS**

Public Comments Christopher West, 106 Hall Place, Neptune Beach, commended the Neptune Beach Police Department for their efforts in reaching out and working with him and neighbors regarding complaints from the noise at Pete’s Bar.

**CITY MANAGER REPORT**

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

**ORDINANCES**

Ord. No. 2025-19, BES Agreement Ord. No. 2025-19, Second Read and Public Hearing. An Ordinance Granting to the City of Jacksonville Beach, Florida, Doing Business as Beaches Energy Services, Its Successors and Assigns, the Right and Franchise to Operate an Electric Transmission and Distribution System in the City of Neptune Beach and to Construct, Maintain, Operate and Extend Electric Transmission and Distribution Lines in the Public Rights-of-Way of said City; Providing the Terms and Conditions of Such Franchise; Providing Terms and Conditions for the Undergrounding of Electric Facilities Within the City of Neptune Beach; Providing for Monthly Franchise Fee Payments to the City of Neptune Beach; Providing for Either Party’s Right to Terminate the Franchise Agreement Created Hereby under Specified Circumstances; Providing for Repeal of Inconsistent Provisions in Other City Ordinances; and Providing for an Effective Date

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

Councilor Horvath pointed out that this is a 30-year agreement and there is no CPI adjustment for inflation.

Made by Messinger, seconded by Livingston.

**MOTION: TO ADOPT ORDINANCE NO. 2025-19, GRANTING A FRANCHISE AGREEMENT TO BEACHES ENERGY SERVICES**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

Ord. No. 2026-03,  
Fence Height

Ordinance No. 2026-03, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Chapter 18, Streets, Sidewalks and Other Places; Article I, Section 18-5, Abandoning or Private Use of Public Property or Rights-of-Way; Providing Codification, Conflicts, Severability, and Providing an Effective Date (Adds Easements)

Public Hearing

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

Community Development Director Heather Whitmore explained this is a request to change the height restriction of residential fences from six feet to eight feet.

Councilor Horvath reported he had several residents question why eight-foot fences could not be an option for privacy. He added that he wanted to bring before Council for discussion.

Council discussion included frequency of eight-foot requests, commercial corridor exceptions, community character concerns, prior Community Development Board review and a blanket change versus case-by-case basis.

Made by Horvath.

**MOTION: TO APPROVE ORDINANCE NO. 2026-03 AT FIRST READ**

Councilor Horvath's motion died for lack of a second.

Ord. No. 2026-04,  
Easements

Ordinance No. 2026-04, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Chapter 18, Streets, Sidewalks and Other Places; Article I, Section 18-5, Abandoning or Private Use of Public Property or Rights-of-Way; Providing Codification, Conflicts, Severability, and Providing an Effective Date (Adds Easements).

Public Hearing

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

Ms. Whitmore stated that the Code requires an appraisal when there is a right-of-way or real property vacation. There is no language regarding easements. This would account for the public valuation of the land transaction, whether it is an easement or a right-of-way vacation.

Councilor Messinger requested language be added to clarify that this applies to easement and rights-of-way vacations and does not affect routine right-of-way permits.

City Attorney Paul Waters advised a change could be made between first and second reading and he will provide a draft.

Made by Messinger, seconded by Horvath.

**MOTION: TO APPROVE ORDINANCE NO. 2026-04 AT FIRST READ WITH DIRECTION THAT STAFF MODIFY AS INSTRUCTED DURING DISCUSSION**

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

**MOTION CARRIED**

**NEW BUSINESS**

Vehicle Purchase  
Using Fines and  
Forfeitures Funds.

Request to Utilize Surplus Fines and Forfeiture Funds for Vehicle Purchase.

Chief Key reported there is an approximately nine-year-old vehicle that needs about \$12,000 of mechanical issues fixed. This exceeds the value of the vehicle itself. He is requesting to utilize \$38,000 from fines and forfeiture funds. Council approval is required for use of these funds. A budget amendment will be necessary as those funds had already been encumbered for shooting range improvements. The amendment will be on a later agenda.

Public Comment

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

Made by Messenger, seconded by Livingston.

**MOTION: TO APPROVE REQUEST TO UTILIZE SURPLUS FINES AND FORFEITURE FUNDS FOR VEHICLE PURCHASE**

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

**MOTION CARRIED**

Impact Fee Study  
RFP

Approval of Request for Proposals for Development Impact Fee Study.

Made by Horvath, seconded by Messenger.

**MOTION: TO APPROVE REQUEST FOR PROPOSALS FOR DEVELOPMENT IMPACT FEE STUDY**

Roll Call Vote  
Ayes: 5 – Livingston, Messenger, Rogers, Horvath, and Bylund  
Noes: 0

**MOTION CARRIED**

CRA Consulting  
Service RFP

Approval of Request for Proposals for Community Redevelopment Area Consulting Service.

Made by Messenger, seconded by Rogers.

**MOTION: TO APPROVE REQUEST FOR PROPOSALS FOR COMMUNITY REDEVELOPMENT AREA CONSULTING SERVICE**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

**COUNCIL COMMENTS**

Councilor Horvath clarified that at the last meeting he stated that Neptune Beach puts approximately half a million dollars into the Town Center. He had been looking at a document that was for a three-year period.

Councilor Rogers proposed soliciting commercial brokers to provide opinions of value for the City Hall property to have a discussion about potential relocation.

Councilor Rogers commented he had concerns with the way the previous agreement for fire water flow was approved and the language for the green water tank at 580 Atlantic Boulevard. He appreciated that Atlantic Beach is now being judicious for the new agreement in making sure that it is in the best interest of all residents of the beach.

Councilor Rogers expressed that Neptune Beach should communicate with Atlantic Beach and Jacksonville Beach on a joint response regarding the Live Local Act and potential tax-exemption issues.

Mayor Bylund commented that she, Vice Mayor Livingston and Councilor Horvath have expressed their disappointment in the legislature and the erosion of home rule to legislators. She agreed people should be contacting our representatives.

Vice Mayor Livingston added it is important for everyone to know the small percentage of legislators who served locally. Keeping representatives aware of how it affects citizens on a day-to-day basis is very important.

Councilor Messinger reported increasing parking pressure on First Street. There are people circling and looking for free parking and blocking driveways. He stated that Council should look at a mechanism that would make residential side streets for residents and guests only. First Street would be for paid parking. Neptune Beach residents would be free.

Mayor Bylund stated that this topic would be added to the April 20 workshop agenda to receive public comments.

Mayor Bylund announced on Saturday, April 25, Neptune Beach Elementary is having a Manatee 5K on the beach at 9:00 a.m., followed by the dedication of the Larry Hobbs Lifeguard Station at 11:00 a.m. The Opening of the Beaches Parade is scheduled for Sunday, April 26<sup>th</sup> at 2:00 p.m.

Adjournment

There being no further business, Mayor Bylund adjourned the meeting at 7:00 p.m.

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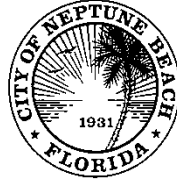
Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_

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



**MINUTES  
SPECIAL CITY COUNCIL MEETING  
MONDAY, APRIL 20, 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 Monday, April 20, 2026, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	<b>IN ATTENDANCE:</b> Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger <i>(via CMT)</i> Councilor Brent Rogers	<b>STAFF:</b> City Manager Richard Pike City Attorney Paul Waters Chief of Police Michael Key Chief Financial Officer Jaime Hernandez Public Works Director Deryle Calhoun Community Development Director Heather Whitmore Parks and Sustainability Director Colin Moore Project Manager Blake West City Clerk Catherine Ponson
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Call to Order/Roll Call/Pledge Mayor Bylund provided the invocation, led the Pledge of Allegiance and called the Special Meeting to order at 6:00 p.m.

Water Conservation Month Water Conservation Month Proclamation. Mayor Bylund read and presented a proclamation recognizing April 2026, as Water Conservation Month. Doug Conkey, Intergovernmental Coordinator, St. Johns River Water Management District, presented information on conservation practices , irrigation system maintenance, current restrictions during a severe water shortage, an anonymous reporting tool and offers of HOA enforcement assistance.

**ORDINANCES**

Ord. No. 2026-04, Easements Ordinance No. 2026-04, Second Read and Public Hearing, - Deferred

Ord. No. 2026-05, Budget Amendment Ordinance No. 2026-05, First Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida Amending the Operating Budget for Fiscal Year 2025-26, Beginning October 1, 2025, and Ending September 30, 2026; Authorizing the Purchase of a Vehicle Not Included in the Adopted Budget; Increasing General Fund Appropriations for Capital Outlay; Authorizing an Interfund Transfer from the Special Revenue Fund to the General Fund; Providing for Findings; Providing for Authority; Providing for Budget Amendment and Appropriations; Providing for Accounting Entries; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

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

Made by Rogers, seconded by Livingston.

**MOTION: TO APPROVE ORDINANCE NO. 2026-05 AT FIRST READ**

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

**MOTION CARRIED**

**REQUESTS FOR CONSIDERATION**

Utility Rate Study Proposal to Conduct Comprehensive Utility Rate Study. - Deferred

Adjournment There being no further business, the Special Meeting adjourned at 6:08 p.m.

\_\_\_\_\_  
Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES  
WORKSHOP CITY COUNCIL MEETING  
MONDAY, APRIL 20, 2026, 6:08 P.M.  
IMMEDIATELY FOLLOWING SPECIAL MEETING  
NEPTUNE BEACH CITY HALL  
116 FIRST STREET  
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 20, 2026, at 6:08 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 *(via CMT)*  
Councilor Brent Rogers

**STAFF:**

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

Call to Order/Roll Call

Mayor Bylund called the workshop meeting to order at 6:08 p.m.

**PUBLIC COMMENTS**

Public Comments

Melinda Monti, 109 North Street, Neptune Beach, spoke against expanding paid parking on First Street. She stated it would impede residents' ability to host guests, harm neighborhood character while adding signage and enforcement costs.

Jim Anderson, 21 Oak Street, Neptune Beach, reported unformal survey feedback from beachgoers indicated willingness to pay modest fees, recommended guest-permit/license plate solutions, raised concerns about hours, business parking arrangements. He also proposed longer-range options including relocating municipal facilities, leveraging unused commercial lots, automated parking concepts, restoring irrigation-only meters, partnering with UF on native-plant incentives, and creating a long-term plan for drainage.

Mayor Bylund stated she took notes and would address Mr. Anderson's comments during the Town Hall.

**PROPOSED ORDINANCE**

Proposed Ordinance      Proposed Ordinance-Ordinance to Require Underground or Enclosed Fire Suppression Water Storage- Deferred

**ISSUE DEVELOPMENT**

Dancin' in the Street      Dancin' in the Street.

Made by Horvath, seconded by Rogers.

**MOTION:      TO DIRECT THE CITY MANAGER TO MOVE FORWARD WITH THE CONDITIONAL APPROVAL LETTER**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

Paid Parking on First Street      Paid Parking on First Street Discussion. Mayor Bylund stated she wanted to address this topic in terms of feedback because she has a concern spending City resources on this issue if it is something that is not going to pass in the long term. She reported based on responses she received she feels like people are against paid parking on First Street.

Councilor Horvath stated his concern is if we start charging for parking, it would start pushing people down the smaller streets. That would change to dynamic in those neighborhoods.

Councilor Rogers commented that people that live there don't want it. It could possibly be revisited with the opening of restaurants but the feedback he received made it abundantly clear that residents do not want paid parking there.

Vice Mayor Livingston agreed with what has been stated. She has received nothing but feedback against it. She echoed Councilor Horvath's point that it would keep pushing and pushing on other streets. It takes away from Neptune Beach being a residential family community and she is against it.

Councilor Messinger reported he had called some of the people who sent emails and the negative feedback is based on misinformation. People thought this was a done deal and would be charged. Some people thought it was a socioeconomic issue trying to prevent certain individuals from coming into our community. There would be a mechanism for guests to park for free. Residents who have already registered would continue to park for free. The issue is over the last few years, the amount of people circling the neighborhood illegally parking on the side streets has increased. Neptune Beach is the free parking between Atlantic Beach and Jacksonville Beach. As Jacksonville is building thousands of new apartments and condos, those people are going to be coming to the beach. How do we retain Neptune Beach's character east of Third Street? Time can be spent crafting something that allows guests to park for free that is not overly burdensome or expensive, so people continue to come.

Mayor Bylund expressed that it looked like 20% of Council is in favor at this point. She does not mind continuing to have a discussion and to develop this issue.

City Manager Richard Pike stated that if there is no possibility of any forward motion at this time, he would not want to burden staff to put the time and effort into this issue.

Mayor Bylund added she wanted to hear from people who lived east of Third Street. She reported that less than 30% of the people are in favor of moving this forward. She also checked with the Police Chief and there were 518 parking citations last year on First Street. She would be a "no" on paid parking on First Street.

Mayor Bylund expressed that that consensus is to not move forward with paid parking on First Street at this time. This would not prevent it from coming up at a future workshop.

**COUNCIL COMMENTS**

Council  
Comments

Mayor Bylund reminded everyone of upcoming events: Manatee 5k on April 25 followed by the Larry Hobbs Lifeguard dedication. The Opening of the Beaches parade would be on Sunday, April 26.

Councilor Rogers gave a brief update on the city property valuations and there would be discussion at the May 4, 2026, Council meeting.

Adjournment

There being no further business, the workshop meeting adjourned at 6:39 p.m.

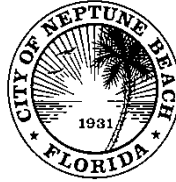
\_\_\_\_\_  
Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_

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**MINUTES  
TOWN HALL MEETING  
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING  
MONDAY, APRIL 20, 2026, 6:39 P.M.  
NEPTUNE BEACH CITY HALL  
116 FIRST STREET  
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Town Hall Meeting of the City Council of the City of Neptune Beach was held on Monday, April 20, 2026, at 6:39 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 (*via CMT*)
- Councilor Brent Rogers

**STAFF:**

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

Call to Order/Roll Call/Pledge

Mayor Bylund called the Town Hall Meeting to order at 6:39 p.m.

Public Comments

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

Mayor Bylund requested Public Works Director Deryle Calhoun address Jim Anderson's comments from the Workshop meeting, including irrigation meters, incentives and long-term plans for drainage.

Mr. Calhoun advised that the City could implement irrigation meters with the understanding that added infrastructure and maintenance in upcoming rate study. External incentives may exist through JEA that staff can research. Staff is working on a multi-year stormwater/CIP (Capital Improvements Plan) and reminded Council upsizing under Third Street must occur first to enable later drainage projects east of Third Street. The CIP timeline will present those staged priorities.

Adjournment

The Town Hall Meeting adjourned at 6:45 p.m.

\_\_\_\_\_  
Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_

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

<b>AGENDA ITEM:</b>	Water Plant High Service Pump Replacements
<b>SUBMITTED BY:</b>	Deryle Calhoun, P.E. Public Works Director
<b>DATE:</b>	April 27, 2026
<b>BACKGROUND:</b>	<p>Over the past few years, renewal and replacement of various components of the water treatment and storage system have occurred:</p> <ul style="list-style-type: none"> <li>• Water tower surface prep and painting, inside and out</li> <li>• New potable well to replace two wells nearly 100 years old</li> <li>• New motors for high service pumps</li> <li>• Addition of variable frequency drives on high service pump motors for energy savings and to better control system pressures</li> <li>• Addition of air conditioning to controls room for heat dissipation</li> <li>• Addition of motor-controlled valve to allow Water Tower isolation</li> </ul> <p>This request is to replace high service pumps and to keep the original pumps as spares. In addition to pump purchases, a vendor will be required to install and laser align pumps with the motors.</p> <p>Power &amp; Pumps provided the lowest quote at \$35,949.32 (two other quotes were obtained at \$48,061.18 and \$40,852.00).</p> <p>Moline Electric Motor and Machine, Inc. provided the lowest quote for installation at \$6,415.00 (two other quotes were obtained (\$8,100.00 and \$7,275.00).</p>
<b>BUDGET:</b>	<p>Budget report 4.27.26 for Water Capital Outlay 401-4336-536-60-64 Machinery &amp; Equipment indicates insufficient budget for the project. A funds transfer from Sewer Capital Outlay 401-4335-535-60-63 Improvements – Not Buildings is proposed; Current Budget is \$2,138,453.69 with a Budget Available of \$1,348,513.34. Agenda Item Stormwater Improvements on Myra, Margaret and South Streets – Change Order 2 for Water Main Conflict Resolution would reduce Budget Available by \$32,090.02.</p>
<b>RECOMMENDATION:</b>	<ul style="list-style-type: none"> <li>• Award to Power &amp; Pumps in the amount of \$35,949.32</li> <li>• Award to Moline Electric Motor and Machine, Inc. in the amount of \$6,415.00</li> </ul>
<b>ATTACHMENT:</b>	Quotes from vendors as noted

PUMP QUOTE 1



AN MCEP COMPANY  
803 N Myrtle Ave  
Jacksonville, FL 32204-1033  
Phone 904.356.5881

# QUOTATION

Quote Expires On: 05/09/2026

<b>Quote Number</b>	
1607248	
Quote Date	Page
04/09/2026	1 of 2

Redactions in the quotes are pursuant to Florida Statutes Section 119.07(3)

**Bill To:**

CITY OF NEPTUNE BEACH  
2010 FOREST AVE.  
NEPTUNE BEACH, FL 32266  
US

**Ship To:**

CITY OF NEPTUNE BEACH  
116 1ST STREET  
NEPTUNE BEACH, FL 32266  
US

904-270-2400

Attn: INVOICE PROCESS AP DEPT

Customer ID: 1063907

Requested By: TROY KING

<b>Customer Reference / RFQ #</b>	<b>Terms</b>	<b>Quoted By</b>
REPLACEMENT [REDACTED]	Net 30	RICK.DENUCCI

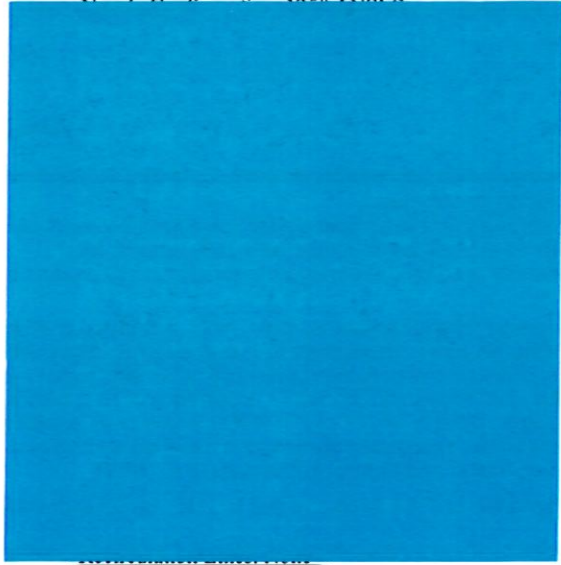
Quantities					Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	UOM	Line#	Item Description		

**Delivery Instructions:** BEST WAY GROUND PPD & ALLOW TO JOBSITE (SHIPPING INCLUDED IN PRICE) \*  
PLEASE ALLOW APPX 20-22 WEEKS TO SHIP ARO PENDING PRIOR SALES OR  
SUPPLY CHAIN ISSUES

1.00	0.00	1.00	EA	1	[REDACTED]	17974.66	17974.66
------	------	------	----	---	------------	----------	----------

[REDACTED] PUMP  
 CODE [REDACTED] GPM @ [REDACTED] FT  
 TDH [REDACTED] IMP DIA, CCW ROTATION  
 CONSTRUCTION, BARE SHAFT PUMP

**Order Line Notes:** Pump Case Material: Cast Iron, ASTM A48 - Class 35



1.00	0.00	1.00	EA	2	[REDACTED]	17974.66	17974.66
------	------	------	----	---	------------	----------	----------

[REDACTED] PUMP

PUMP QUOTE 1

**POWER&PUMPS**

AN MCE COMPANY

803 N Myrtle Ave  
Jacksonville, FL 32204-1033  
Phone 904.356.5881

**QUOTATION**

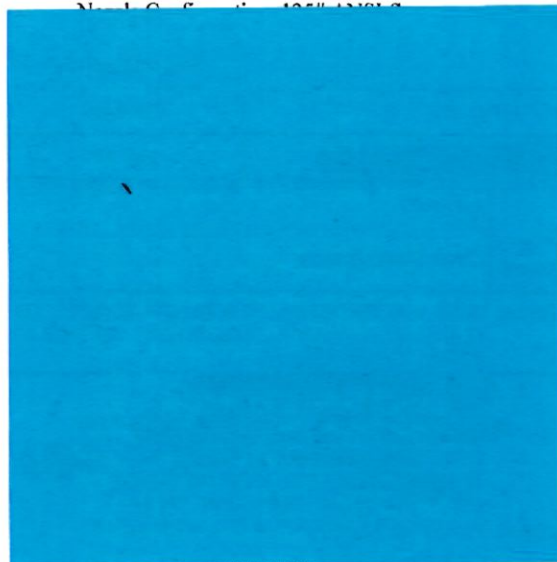
Quote Expires On: 05/09/2026

Quote Number	
1607248	
Quote Date	Page
04/09/2026	2 of 2

Quantities					Item ID	Item Description	Unit Price	Extended Price
Quantity	Allocated	Remaining	UOM	Line#				

CODE [REDACTED] GPM @ [REDACTED] FT  
 TDH [REDACTED] IMP DIA, CCW ROTATION  
 CONSTRUCTION, BARE SHAFT PUMP

**Order Line Notes:** Pump Case Material: Cast Iron, ASTM A48 -  
 Class 35



Total Lines: 2

**SUB-TOTAL:** 35,949.32  
**TAX:** 0.00  
**AMOUNT DUE:** 35,949.32

NOTE: Modified products are non-returnable/non-cancellable.  
 All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.  
 All returns must have prior approval. All returns are subject to a minimum 25% restock fee.  
 Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

Notice: All invoices are subject to a 5% import tariff as a result of tariffs imposed by the US Government Executive Orders.



PUMP QUOTE 3



**COAST PUMP**  
WATER TECHNOLOGIES

ENGINEERED PRODUCTS DIVISION

# QUOTATION

2690 W. Airport Blvd. Sanford, FL 32771

Phone: 407-330-4662 Fax: 407-323-8811

ACC#

Date: 04/10/26

Page 1 of 1

**QUOTE ACCEPTANCE**

To: Troy King

Ph: 904-749-0079

E-mail tking@nbfl.us

Company: City of Neptune Beach

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT AUTHORIZED NAME)

From: JIM GOLDEN

E-mail: jgcoastpump@gmail.com

\_\_\_\_\_  
(DATE SIGNED & PO #)

Customer Supplied Information:

QTY.	DESCRIPTION	UNIT PRICE	NET PRICE
2	<p>██ pump Bare shaft pump only</p> <p>THE ABOVE <b>DOES NOT</b> INCLUDE FREIGHT OR TAX (IF APPLICABLE). PLEASE ADVISE, ON HOW TO PROCEED.</p> <p>TERMS: PWO (PAYMENT WITH ORDER) DELIVERY: 26-28 WEEKS. SUBJECT TO PRIOR SALE</p>	\$ 24,030.59	\$ 48,061.18

- THIS QUOTED PRICE WILL REMAIN VALID FOR 30 DAYS.
- **BEFORE** ANY ORDER CAN BE PLACED, THIS QUOTATION MUST BE **SIGNED AND FAXED BACK** TO COAST PUMP.
- FREIGHT CHARGES AND SALES TAX (IF APPLICABLE) ARE NOT INCLUDED IN THE QUOTED PRICE.
- **SPECIAL** (NON STOCK ITEMS) ORDERS ARE SUBJECT TO REVIEW BEFORE RETURN AUTHORIZATION.
- A RESTOCKING FEE AND FREIGHT CHARGES WILL BE CHARGED, FOR ALL ITEMS RETURNED OR CANCELLED.
- **NO RETURNS** ON ELECTRICAL PARTS, MECHANICAL SEALS, AND SPECIAL C.O.D. ORDERS

\* THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT \*

PUMP INSTALL 1



Customer ID	Quote Date
C0084	4/20/2026
Attn	cc
Troy	

Quote	
Quote Number	FRQ1287
Job Number	FR1235
Quote By:	Todd Moline
PO #:	
RFQ #:	
Salesperson:	House Employee
Phone:	
Fax:	
Terms:	Net 30

Customer Information

CITY OF NEPTUNE BEACH  
2010 FOREST AVE.  
Neptune Beach, FL 32266

Ship To Information

CITY OF NEPTUNE BEACH  
2010 FOREST AVE.  
Neptune Beach, FL 32266

Quote By: Todd Moline

PO #:

RFQ #:

Salesperson: House Employee

Phone:

Fax:

Terms: Net 30

Nameplate Information

ID: [Redacted]

Pump-Make: [Redacted]

Quote Information

Required Work: Install and laser align -2- customer supplied [Redacted] pumps.

Labor

		Unit Price	Ext Price
16	Onsite Technician	175.00	2,800.00
16	Onsite Helper	100.00	1,600.00
2	Mobile Gantry Service, Daily Rate	350.00	700.00
2	Onsite Alignment w/Report	595.00	1,190.00

Total for Labor : 6,290.00

Material

		Unit Price	Ext Price
1	Misc. Hardware, Electrical & Safety Supplies	125.00	125.00

Total for Material : 125.00

Subtotal : 6,415.00

Lead Time

TBD

Tax : 0.00

Total for Quote FRQ1287 : 6,415.00

Inspection fees will be invoiced if a repair quote is not approved within thirty (30) days of the quotation date. Storage fees will be invoiced thirty (30) days thereafter the initial 30-day quotation period.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ): \_\_\_\_\_ Ship Via: BESTWAY

Our Tax ID:	Your Tax ID:	85-8012621646C7
Taxable Material 125.00	Taxable Labor 6,290.00	Sales Tax Code 1: Exempt

PUMP INSTALL 2

**POWER&PUMPS**  
 AN MCE COMPANY  
 803 N Myrtle Ave  
 Jacksonville, FL 32204-1033  
 Phone 904.356.5881

**QUOTATION**

Quote Expires On: 05/20/2026

<b>Quote Number</b>	
1610856	
Quote Date	Page
04/20/2026	1 of 1

**Bill To:**

CITY OF NEPTUNE BEACH  
 2010 FOREST AVE.  
 NEPTUNE BEACH, FL 32266  
 US

**Ship To:**

CITY OF NEPTUNE BEACH  
 2010 FORREST AVENUE  
 NEPTUNE BEACH, FL 32266  
 US

904-270-2400

Attn: INVOICE PROCESS AP DEPT

Customer ID: 1063907

Requested By: TROY KING

<b>Customer Reference / RFQ #</b>	<b>Terms</b>	<b>Quoted By</b>
SERVICE CALL FOR PUMP INSTALL	Net 30	RICK.DENUCCI

Quantities					Item ID	Item Description	Unit Price	Extended Price
Quantity	Allocated	Remaining	UOM	Line#				

**Delivery Instructions:** OUR TRUCK

1.00	0.00	1.00	EA	1	██████████	INSTALL PUMP INSTALL LABOR AND MATERIAL TO INSTALL AND ALIGN TWO NEW ██████████	7275.00	7275.00
------	------	------	----	---	------------	--	---------	---------

Total Lines: 1

**SUB-TOTAL:** 7,275.00  
**TAX:** 0.00  
**AMOUNT DUE:** 7,275.00

NOTE: Modified products are non-returnable/non-cancellable.  
 All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.  
 All returns must have prior approval. All returns are subject to a minimum 25% restock fee.  
 Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

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Notice: All invoices are subject to a 5% import tariff as a result of tariffs imposed by the US Government Executive Orders.

PUMP INSTALL 3



**COAST PUMP**  
WATER TECHNOLOGIES

ENGINEERED PRODUCTS DIVISION

# QUOTATION

2690 W. Airport Blvd. Sanford, FL 32771

Phone: 407-330-4662 Fax: 407-323-8811

ACC#

Date: 04/20/26

Page 1 of 1

To: Troy King

Ph: 904-749-0079

E-mail tking@nbfl.us

Company: City of Neptune Beach

From: JIM GOLDEN E-mail: jgcoastpump@gmail.com

### QUOTE ACCEPTANCE

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT AUTHORIZED NAME)

\_\_\_\_\_  
(DATE SIGNED & PO #)

Customer Supplied Information:

QTY.	DESCRIPTION	UNIT PRICE	NET PRICE
1	<p>Travel, Labor, materials and service to install and align two customer supplied [REDACTED] pumps.</p> <p>THE ABOVE <b>DOES NOT</b> INCLUDE FREIGHT OR TAX (IF APPLICABLE). PLEASE ADVISE, ON HOW TO PROCEED.</p> <p>TERMS: PWO (PAYMENT WITH ORDER) DELIVERY: 6-8 WEEKS. SUBJECT TO PRIOR SALE</p>	\$ 8,100.00	\$ 8,100.00

- THIS QUOTED PRICE WILL REMAIN VALID FOR 30 DAYS.
- **BEFORE** ANY ORDER CAN BE PLACED, THIS QUOTATION MUST BE **SIGNED AND FAXED BACK** TO COAST PUMP.
- FREIGHT CHARGES AND SALES TAX (IF APPLICABLE) ARE NOT INCLUDED IN THE QUOTED PRICE.
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- A RESTOCKING FEE AND FREIGHT CHARGES WILL BE CHARGED, FOR ALL ITEMS RETURNED OR CANCELLED.
- **NO RETURNS** ON ELECTRICAL PARTS, MECHANICAL SEALS, AND SPECIAL C.O.D. ORDERS

\* THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT \*



**Agenda Item #6B  
Change Order #2  
Myra, Margaret &  
South Streets**

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

<b>AGENDA ITEM:</b>	Stormwater Improvements on Myra, Margaret and South Streets – Change Order 2 for Asphalt Milling and Additional Paving
<b>SUBMITTED BY:</b>	Deryle Calhoun, P.E. Public Works Director
<b>DATE:</b>	April 27, 2026
<b>BACKGROUND:</b>	<p>Staff core sampled asphalt depth on Myra and Margaret streets and found between 4” and 5” depth which raised street elevations over multiple paving cycles. During design and construction of stormwater improvements for portions of Myra, Margaret and South streets, elevations of inlets were placed to maximize stormwater collection.</p> <p>The construction bid included pricing for repair of construction-affected asphalt. Due to the depths of asphalt encountered, there is an opportunity to mill as needed to optimize stormwater collection. Additionally, full street paving will create more aesthetically pleasing roadways.</p> <p>The project’s contractor, Jax Utilities Management, Inc., has provided a proposed change order of \$75,769.60 for variable depth milling of project limits and 1” of SP-9.5 asphalt paving which represents a 5% increase in project cost. This pricing compares favorably to paving completed last fiscal year.</p>
<b>BUDGET:</b>	Budget report on 4.27.26 indicates an FY26 Current Budget for Stormwater Improvements – Not Buildings (441-1441-541-60-63) of \$3,493,199.73 with a Budget Available of \$1,660,078.00.
<b>RECOMMENDATION:</b>	<ul style="list-style-type: none"> <li>• Award to Jax Utilities Management, Inc. in the amount of \$75,766.60</li> </ul>
<b>ATTACHMENT:</b>	<ul style="list-style-type: none"> <li>• Quote from Jax Utilities Management, Inc.</li> </ul>



*Serving NE Florida Since 1974*

Mike James - Chairman | Charlie Freshwater - President | Rick Johns - Vice President

4/23/2026

## Change Order Proposal & Scope of Work

**Project: Myra & Margret**

**Additional Mill & Pave 1"**

Owner: City of Neptune Beach

Engineer: Kennedy

Geotech: Testing Company

Surveyor: Surveyor

Item Description	Quantity	Units	Unit Price	Total Price
<b>Option 2 - Variable Mill &amp; Pave Full Width</b>				
1 Variable Mill & 1" SP-9.5 Pave	4,529	SY	\$ 32.20	\$ 145,833.80
2 Variable Mill & 1" SP-9.5 Pave CREDIT	2,176	SY	\$ (32.20)	\$ (70,067.20)
2 Mob, Clean Up Included	0	LS	\$ 2,400.00	\$ -
<b>Total Option 2</b>				<b>\$ 75,766.60</b>

\* Quantities do not include areas of Reconstruction  
 2,356 SY is the original bid area for reconstruction  
 of 2,176 SY subtracted from the total roadway area  
 of 4,529 SY



**Agenda Item #6C  
Change Order #3  
Myra, Margaret & South  
Streets**

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

<b>AGENDA ITEM:</b>	Stormwater Improvements on Myra, Margaret and South Streets – Change Order 3 for Water Main Conflict Resolution
<b>SUBMITTED BY:</b>	Deryle Calhoun, P.E. Public Works Director
<b>DATE:</b>	April 27, 2026
<b>BACKGROUND:</b>	<p>During stormwater improvements construction on Myra Street at 4<sup>th</sup> Street, a water main was found in conflict with a proposed stormwater catch basin.</p> <p>The project’s contractor, Jax Utilities Management, Inc., has provided a proposed change order of \$32,090.02 to relocate approximately 140 feet of water main on 4<sup>th</sup> Street and complete tie-ins to the main on Myra.</p> <p>Staff will utilize a specialty contractor to install valves to limit water outage impacts to our customers during the main relocation work.</p> <p>In lieu of relocating the water main, the catch basin could be moved to a less effective stormwater collection location or be eliminated. Sanitary sewer creates a conflict with an additional location that was evaluated.</p>
<b>BUDGET:</b>	Budget report on 4.27.26 for Water Capital Outlay 401-4336-536-60-63 Improvements Not Buildings indicates insufficient budget. A funds transfer from Sewer Capital Outlay 401-4335-535-60-63 Improvements – Not Buildings is proposed; Current Budget is \$2,138,453.69 with a Budget Available of \$1,348,513.34. Agenda Item Water Plant High Service Pump Replacements would reduce Budget Available by \$42,364.32
<b>RECOMMENDATION:</b>	<ul style="list-style-type: none"> <li>• Award to Jax Utilities Management, Inc. in the amount of \$32,090.02.</li> </ul>
<b>ATTACHMENT:</b>	<ul style="list-style-type: none"> <li>• Quote from Jax Utilities Management, Inc.</li> </ul>



*Serving NE Florida Since 1974*

Charlie Freshwater - President | Rick Johns - Vice President | Steven Jordan - CFO

Project: **Myra & Margaret - WM Relocation**

Date: **4/23/2026**

			Unit Price		Total Price
<b>Potable Water Main</b>					
6" Gate Valves	2 EA	\$	3,989.94	\$	7,979.88
Sample Taps	4 EA	\$	757.23	\$	3,028.92
6" Tee	3 EA	\$	1,031.98	\$	3,095.94
Connect to Existing	2 EA	\$	1,200.03	\$	2,400.06
6" DR18 PVC	140 LF	\$	57.22	\$	8,010.80
6" 45° Bend	6 EA	\$	647.94	\$	3,887.64
Sod/Restoration	31 SY	\$	4.73	\$	146.63
Base & Stabilization Repair	35 SY	\$	36.73	\$	1,285.55
Punch Out	1 LS	\$	555.80	\$	555.80
Utility Testing	1 LS	\$	1,698.80	\$	1,698.80
<b>Subtotal</b>				\$	<b>32,090.02</b>

**Total Price \$ 32,090.02**



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

<b>AGENDA ITEM:</b>	<b>Dancin' in the Street Annual Event</b>
<b>SUBMITTED BY:</b>	Cheryl Bäck, Asst. to the City Manager
<b>DATE:</b>	04/20/2026
<b>BACKGROUND:</b>	<p>This item seeks approval by Council for the 2026 Dancin' in the Street Town Center event which will involve the closure of City streets and a one-day waiver of the City's open container ordinance.</p> <p>The event will be held on Saturday, May 16, 2026, from 11:00 am until 9:30 pm.</p> <p>Pete's Bar and The Local will be participating in this year's event and will obtain Extension of Premises permits for outdoor alcohol sales.</p> <p>The attached conditional approval letter has been carefully drafted with extensive input from the Neptune Beach Police Department regarding security stipulations.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	To approve the annual event as stipulated by the City Manager's conditional approval letter.
<b>ATTACHMENT:</b>	Attached is the draft conditional approval letter for the 2026 Dancin' in the Street event. Supplemental documentation includes participant Special Events Applications, signed Hold Harmless Agreements and event site maps.

May 5, 2026

Ms. Patsy Bishop  
Town Center Agency, Inc.  
109 First Street  
Neptune Beach, FL 32266

Mr. Ted Stein  
The Local  
301 Atlantic Blvd.  
Neptune Beach, FL 32266

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

Dear Ms. Bishop, Messrs. Stein and Tilka:

Thank you for seeking permission to conduct the annual Dancin' in the Street event on Saturday, May 16, 2026, from 11:00 am to 9:30 pm. I understand your request includes closing the streets that perimeter the Beaches Town Center on May 16th from 5:00 am to 11:00 pm. These streets include Atlantic Blvd. from Second Street to the roundabout and First Street from Atlantic Blvd. to Orange Street (see attached site map). Additionally, you are asking for the closure of the 100 block of Atlantic Blvd. from May 15th to May 17th at Noon for stage setup and breakdown, as well as portalet and tent deliveries.

Further, as requested, the Beaches Town Center Agency may use the Neptune Beach City Hall Chambers on May 16th for banking purposes. Alcohol is strictly prohibited within the City Hall building and may not be consumed on the premises.

Lastly, your request also includes waiving the open container ordinance for the day to allow alcohol sales by the Beaches Town Center Agency, Inc. within the event's boundaries. Participating establishments, The Local, 301 Atlantic Blvd, Neptune Beach, and Pete's Bar, 117 First Street, Neptune Beach, must secure temporary extension of premises permits from the ABT Licensing District Office to allow for outdoor alcohol sales.

By way of this letter, the City of Neptune Beach is conditionally granting permission for this event. Conditions are as follows:

- 1) Must meet and adhere to all rules established by the City Manager's Office of the City of Neptune Beach
- 2) **Proof of liability for at least \$1 million, naming the City of Neptune Beach as additional insured, must be provided no later than 72 hours prior to the event**
- 3) A contact name and number of a person in a position of responsibility must be provided for the event (*on file*).

- 4) Must adhere to all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government, except the open container ordinance within the festival perimeter.
- 5) Noise, such as microphones, bullhorns, amplified music, etc., must be kept to a minimal level and shall not be used before 9:00 am or after 9:30 pm.
- 6) Participants are prohibited from bringing coolers, backpacks, or alcoholic beverages into the event area.
- 7) Signage must be posted notating prohibited items that are visible before entry points and in the outer Town Center vicinity.
- 8) The event perimeter shall be secured utilizing break-away/crowd control fencing.
- 9) Bicycle racks must be provided on 1<sup>st</sup> Street between Cherry Street and Orange Street. (Bike Rack Fencing)
- 10) No bicycles, skateboards, or pets/animals are permitted within the event perimeter.
- 11) The Beaches Town Center Agency must hire up to TWENTY-FOUR (24) Off-Duty Police Officers at \$85.00 per hour.
- 12) Beaches Town Center Staff must be actively available from the time of street closures until the streets reopen and all personnel have been compensated as agreed. The Town Center Agency must provide a volunteer or staff member at each entrance gate.
- 13) The Beaches Town Center Agency must hire at least FOUR (4) off-duty Florida-licensed paramedics. In addition to standard medical equipment, paramedics must be equipped with JFRD med coms and AEDs.
- 14) The Beaches Town Center Agency must provide traffic control devices determined necessary to close streets and control area traffic, inclusive of the following:
  - i. Cones
  - ii. Local Traffic Signs
  - iii. Road Closed signs
  - iv. Bike Racks
  - v. Break-away perimeter fencing
  - vi. Parking Areas security policy signage
- 15) The Beaches Town Center Agency must coordinate with partner businesses to use colored armbands consistent with those being used at the event's points of sale for alcoholic beverages
- 16) The Beaches Town Center Agency must contract with a State of Florida-licensed security company to provide a minimum of two (2) uniformed security officers at each entry/exit gate. A security company representative must complete a venue walk-through with the police department one week prior to the event.
- 17) The Security Officer's duties shall include, but are not limited to:
  - i. Access Control at all entry gates- Bag Searches
  - ii. Must have a "Metal Detection Wand" at each access gate for mandatory searches of all patrons entering the event
  - iii. I.D. checks for over 21 at token/wristband locations.
  - iv. Security Officers must be equipped with a 2-way radio.

- 18) The Beaches Town Center Agency shall provide staff to regularly bag and remove debris and refuse during the event. The Beaches Town Center Agency shall also be required to provide trash bags and temporary trash receptacles placed throughout the venue.
- 19) Beaches Town Center vendors, volunteers, and event staff shall not consume alcoholic beverages during the event.
- 20) Event vendors, participating businesses, and the Beaches Town Center Agency must adhere to the following event fire code requirements:
- a. Generators and other internal combustion power sources shall be separated from temporary membrane structures and tents by a minimum of 5 feet and shall be protected from contact by fencing, enclosure, or other approved means.
  - b. Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when not in use.
  - c. A minimum of one portable fire extinguisher with a rating of not less than 2-A:10-B: C shall be provided. (BORA requires a 40-B: C extinguisher, see below)
  - d. All tent fabric shall meet the flame propagation performance criteria contained in Test Method 2 of NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.
  - e. Adjacent tents shall be spaced to provide an area to be used as a means of emergency egress.
  - f. Smoking shall not be permitted in any tent unless approved by the authority having jurisdiction.
  - g. Mobile or temporary cooking operations shall be separated from buildings or structures, combustible materials, vehicles, and other cooking operations by a minimum of 10 ft.
  - h. Mobile or temporary cooking shall not take place within tents occupied by the public.
  - i. Seating for the public shall not be located within any mobile or temporary cooking vehicle.
  - j. Mobile or temporary cooking operations shall not block fire department access roads, fire lanes, fire hydrants, or other fire protection devices and equipment.
- 21) Areas used must be free of debris when the event is completed.
- 22) No mechanical, motorized, or electric fair/carnival rides are permitted.
- 23) The use of THREE (3) stages shall be used only at designated areas:
- i. 100 blk of Lemon Street, Southside of the roadway 20’x16**
  - ii. “The Local” Parking Lot/301 Atlantic Blvd 20’x16’**
  - iii. Atlantic Blvd Endzone 38’x16’**
- 24) The City assumes no liability for any accident or injury that may occur during the event, and your organization will hold the City harmless should any occur.
- 25) Failure to abide by any of the conditions set forth could result in the event being shut down at any time.

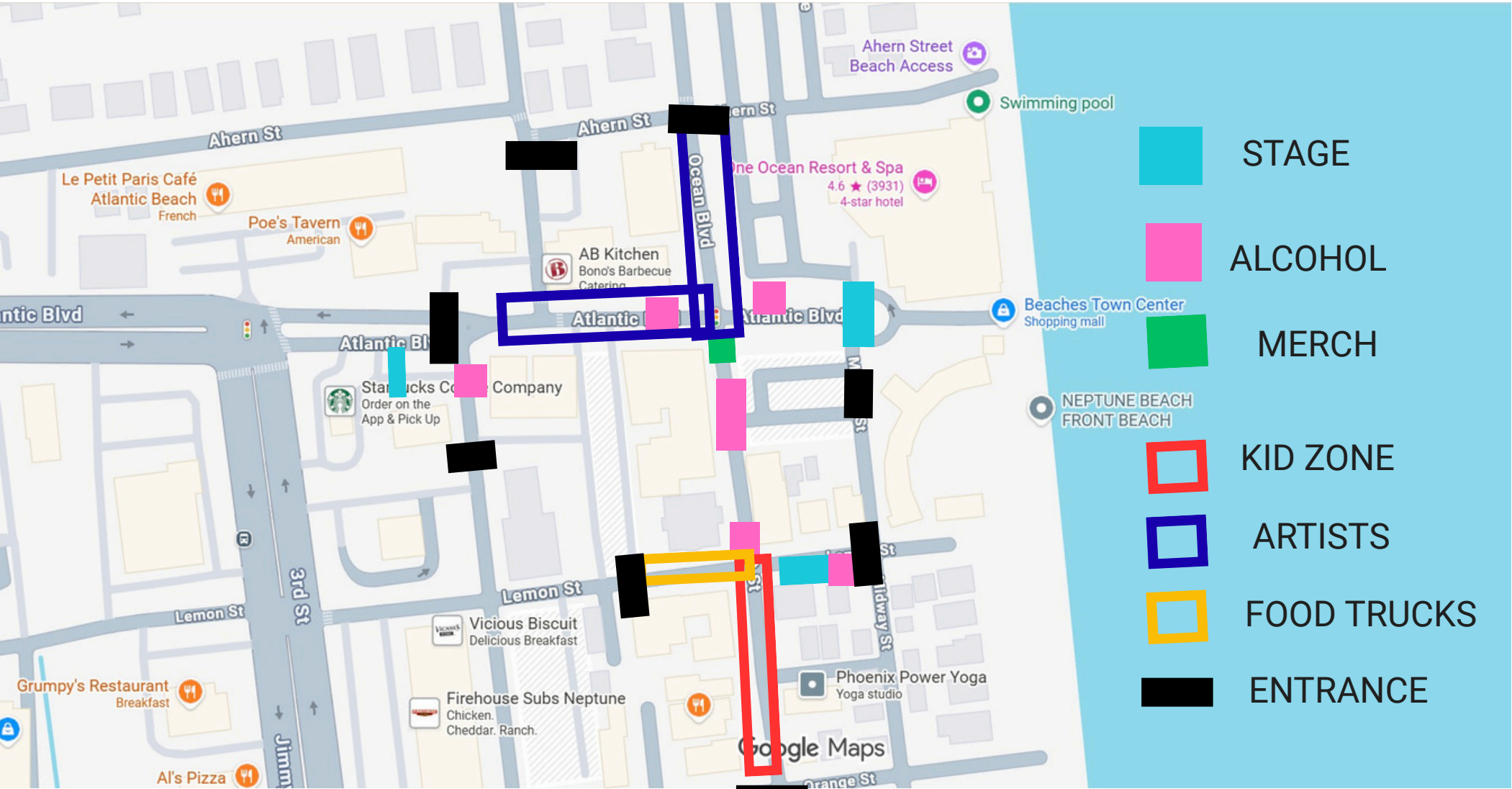
Please let me know if you have any questions or need further information regarding these stipulations.

Sincerely,

Richard J. Pike  
City Manager

DRAFT

cc: Michael J. Key, Jr., Chief of Police, Neptune Beach Police Department  
Liam Toal, Commander, Neptune Beach Police Department  
Gary Stucki, Commander, Neptune Beach Police Department  
Dustin Kamppi, Sergeant, Neptune Beach Police Department  
Heather Whitmore, Community Development Director, City of Neptune Beach  
Deryle Calhoun, Public Works Director, City of Neptune Beach



Imagery ©2026 , Map data ©2026 Google 200 ft



**Food Truck/Mobile Vendor/Special Events Application**

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

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

Applicant Name: Beaches Town Center Agency, Inc	Applicant Phone Number: 904-485-0188
Applicant Address: <b>109 First St, NB FI 32266</b>	Applicant Email: <b>bishopbeach@yahoo.com</b>
Property Owner:	Property Owner Phone Number:
Property Owner Address:	
City:	State/Zip:
Property Owner Email:	
Description of Event: Fundraiser with Music, Artists, Food Trucks and Kid Zone	
Address of Event: CBD of Neptune/Atlantic	Date(s) of Event: May 16, 2026
Event Time(s): 11 am to 9:30 pm	Event Sponsor Name (if different from property owner) and Contact Person: <b>Beaches Town Center Agency, Inc</b>
Event Sponsor Address:	
Event Sponsor Email:	

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

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

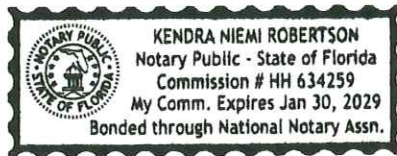
Patsy Bishop  
Signature of Applicant

4/7/2026  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

State of Florida  
County of Duval



(Notary Seal)

Subscribed and sworn to before me on this 7 day of April, 2026  
by Patsy Bishop who is personally known to me

or has presented \_\_\_\_\_, as identification.

Kendra Niemi Robertson  
Notary Public

Official Use Only	
<input type="radio"/> APPROVED w/ CONDITIONS:	
<input type="radio"/> DENIED:	
Signature:	Date:



## Hold Harmless Agreement for Special Events

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

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
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6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

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

Applicant Name (Print) Patsy Bishop

Contact Phone Numbers:  
CELL 904-485-0188 WORK \_\_\_\_\_

Signature of Applicant Patsy Bishop  
Date 4/7/2026



**Food Truck/Mobile Vendor/Special Events Application**

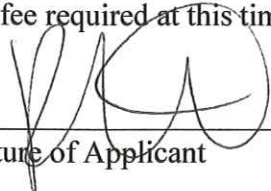
Please attach the following information with your application (subject to change):

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

Applicant Name: <b>BOB TIKA</b>	Applicant Phone Number: <b>904-465-5280</b>
Applicant Address: <b>3946 Bra St. S. #373 Jax Fl 32250</b>	Applicant Email: <b>sevrstakad@gmail.com rttika@gmail.com</b>
Property Owner: <b>BOB TIKA</b>	Property Owner Phone Number: <b>9044655280</b>
Property Owner Address: <b>3946 Bra St. S. #373</b>	
City: <b>JAX</b>	State/Zip: <b>FL 32250</b>
Property Owner Email: <b>rttika@gmail.com</b>	
Description of Event: <b>DANCIN' IN THE STREETS</b>	
Address of Event: <b>117 FIRST ST NEPTUNE FL</b>	Date(s) of Event: <b>5/16/20</b>
Event Time(s): <b>9AM-10 PM</b>	Event Sponsor Name (if different from property owner) and Contact Person: <b>BTC PATSY BISHOP</b>
Event Sponsor Address: <b>BISHOPBEACH@YAHOO.COM</b>	
Event Sponsor Email:	

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

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

  
\_\_\_\_\_  
Signature of Applicant

4/6/20  
\_\_\_\_\_  
Date

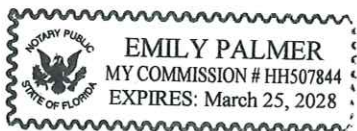
\_\_\_\_\_  
Signature of Property Owner


\_\_\_\_\_  
Date

**State of Florida**  
**County of Duval**

(Notary Seal)

Subscribed and sworn to before me on this 6 day of April, 2020  
by Robert Tika who is personally known to me  
or has presented \_\_\_\_\_, as identification.



  
\_\_\_\_\_  
Notary Public

Official Use Only	
<input type="radio"/>	APPROVED w/ CONDITIONS:
<input type="radio"/>	DENIED:
Signature:	Date:



## Hold Harmless Agreement for Special Events

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1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
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8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
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10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.


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

**Applicant Name (Print)** Robert Tilka

**Contact Phone Numbers:**

**CELL** 904-465-5280

**WORK** \_\_\_\_\_

**Signature of Applicant** 

**Date** 4/8/26



**Food Truck/Mobile Vendor/Special Events Application**

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

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

Applicant Name: <i>Martin Edward Stern</i>	Applicant Phone Number: <i>904-510-6016</i>
Applicant Address: <i>10550 Deerwood Park Blvd Jacksonville</i>	Applicant Email: <i>bnercell@roostcg.com</i>
Property Owner: <i>Martin Edward Stern</i>	Property Owner Phone Number: <i>904-510-6016</i>
Property Owner Address: <i>10550 Deerwood Park Blvd Jacksonville FL</i>	
City: <i>Jacksonville</i>	State/Zip: <i>FL 32256</i>
Property Owner Email: <i>bnercell@roostcg.com</i>	
Description of Event: <i>Dancing in the streets. we are having a stage and bar</i>	
Address of Event: <i>301 N Atlantic Blvd Neptune Beach FL 32266</i>	Date(s) of Event: <i>5/16/26</i>
Event Time(s): <i>9am - 10pm</i>	Event Sponsor Name (if different from property owner) and Contact Person: <i>BTC</i>
Event Sponsor Address: <i>o Atlantic Blvd Neptune Beach FL 32266</i>	
Event Sponsor Email: <i>Kendra.robertson@gmail.com</i>	

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

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

Signature of Applicant

Date

Signature of Property Owner

Date

State of Florida  
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 9<sup>th</sup> day of April, 2026  
by Martin E. Stein, II who is personally known to me  
or has presented \_\_\_\_\_, as identification.

Victoria D. Schnorr  
Notary Public



Official Use Only

APPROVED w/ CONDITIONS:

DENIED:

Signature:

Date:



## Hold Harmless Agreement for Special Events

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10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

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Applicant Name (Print) Mr Martin Stein

Contact Phone Numbers:  
CELL 904-512-6016 WORK 904-372-9791

Signature of Applicant   
Date 4/5/20

**CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT**



# STAFF REPORT

**MEETING DATE:** April 8, 2026  
**BOARD/COMMITTEE:** Community Development Board  
**APPLICATION NUMBER:** V26-03/SE26-01/DP26-04

---

**TO:** Community Development Board

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

**DATE:** April 3, 2026

**SUBJECT: V26-03/SE26-01/DP26-04– 626 Atlantic Blvd (RE# 172398-0100) Fifth Third Bank**

**V26-03:** Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests a variance from table 27-239 C-3 frontage buildout to permit a 30% building frontage in lieu of the required 70% building frontage. The property is in the C-3 zoning district.

**SE26-01:** Application for art project as outlined in Chapter 27 Article XV Section 27-596 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests approval for mural. The property is in the C-3 zoning district.

**DP26-04:** Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests to establish a 1,978 square foot bank. The property is in the C-3 zoning district.

---

**I. BACKGROUND:**

The applicant requests a development plan approval to permit a 1,978 square foot bank building with associated parking, drive thru, and landscaping. The property is in the Commercial-3 (C-3) zoning district and has a Commercial-II comprehensive plan future land use designation. DP26-04 requires a concurrent review of associated variance V26-03 from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width, as well as a concurrent review of associated special exception SE26-01 for a mural in accordance with Section 27-596 Art Project.

The proposed bank will be located at the former Kentucky Fried Chicken site. The property is shown in attached vicinity maps and is located adjacent to Seminole Shoppes Public Plaza, lying south of Atlantic Blvd. The 16,552 SF lot is 100' wide and 165' deep. The site's current impervious lot coverage is 70%, composed largely of concrete parking. The current 3,114 SF, 39' wide fast food restaurant will be demolished.

**II. DISCUSSION:**

The applicants representing Fifth Third bank requests to build a one-story, 20 foot high, 1,978 SF bank building with associated nine (9) onsite parking spaces and landscaping.



Figure 1: 626 Atlantic Blvd

The 1,978 SF bank building requires five (5) parking spaces based on one per 400/SF code minimum. The site will have nine (9) parking spaces total, as well as a drive-thru with a stacking and bypass lane.

The parking lot will be densely landscaped with a grass and evergreen hedge, and a variety of elm, live oak, cypress, and red maple trees (as indicated in attached landscape plans). The proposed parking area will replace the site's existing concrete with pervious pavers to improve stormwater management conditions. The site's post-development impervious lot coverage will be reduced 68%.

The project has been issued a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 198 trips per day, which is a 1,300 net reduction in daily trip volume down from the 1,468 trips generated by a 3,000 SF fast food drive thru restaurant.

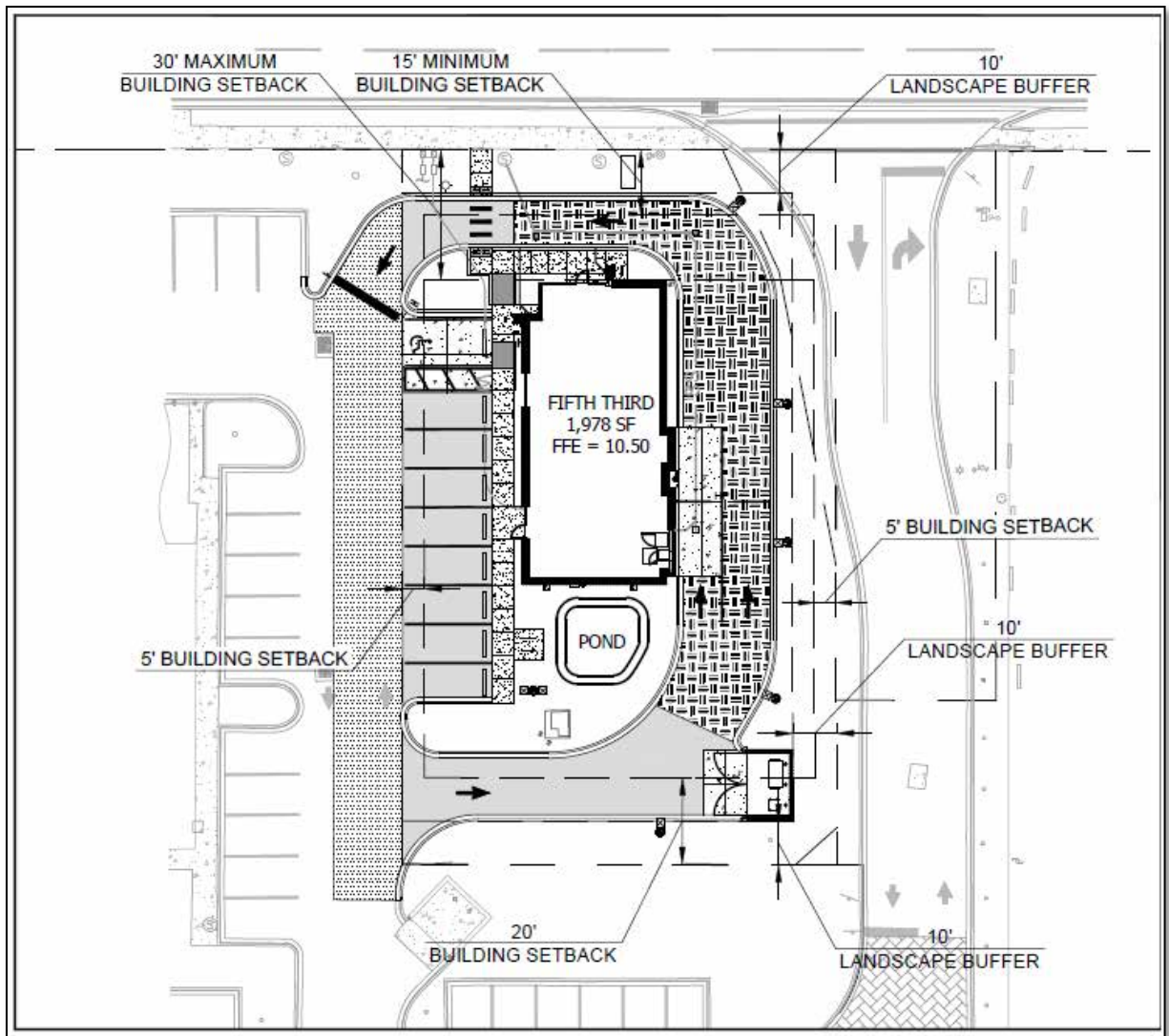


Figure 2: 626 Atlantic Blvd Fifth Third Development Plan

### Variance V26-03

As stated, the applicant requests a variance from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width. The proposed building is approximately 30 feet wide and 60 feet deep.

The purpose of the variance is to rebuild on similar footprint as the existing building to allow adequate parking and drive through lane area. The site's 100' narrow width, combined with parking and driveway requirements leave only a narrow building pad area.

### Special Exception SE26-01

The applicant requests to approval of associated special exception SE26-01 for a mural in accordance with Section 27-596 Art Project, to allow an original Ernesto Maranje mural on the southern and west exterior walls (as shown below).



Figure 3: 626 Atlantic Blvd Fifth Third Mural

Sec. 27-596 (a) - Art project states:

*“Proposed art projects must apply for a public art permit with the building department on the forms provided by the city and pay any associated permit fees before being placed on the community development board agenda. Any proposed art project in the commercial districts that in the opinion of a majority of the community development board is found to be public art that enhances the commercial district may be recommended to the city council for its approval. If approved by the city council, such an art project will be permitted as long as it is maintained in good condition. The city council may place conditions for approval on the proposed project. Any such art project which deteriorates over time shall be removed by the applicant at the sole discretion of the city council. The city manager or designee will determine if the application is complete before setting a date for the community development board to consider the application.”*

### **III. V25-05 FINDINGS:**

- 1. The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.**
  - a. Applicant Response:** The unique hardship is a result of the rectangular shape of the property. While the square footage of the property is 16,406 square feet which confirms the minimum lot size of 15,000 SF the width of the street frontage is narrow at 100 foot wide.
  - b. Staff Response:** The site is deep and narrow. The existing driveway and parking access easement cannot be adjusted, therefore the building layout options limit site orientation to require the shown north/south configuration.
  
- 2. The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.**
  - a. Applicant Response:** The proposed variance is necessary minimum based on the required parking sidewalk and drive lanes used to maneuver around the building.
  - b. Staff Response:** The parcel can reasonably be used today under the current use without a variance. The requested building lot frontage variance is not the minimum necessary to permit use of the parcel or building. The building orientation is to allow driveway and parking accessibly on a lot with an existing access easement configuration.
  
- 3. The proposed variance would not adversely affect adjacent and nearby properties or the public in general.**

- a. **Applicant Response:** The proposed variance will not adversely affect adjacent properties or the public in general because the previous use of a fast food restaurant has a very similar configuration of parking sidewalk and Dr. lanes around the building.
  - b. **Staff Response:** The variance will not adversely impact adjacent and nearby properties.
  
- 4. **The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.**
  - a. **Applicant Response:** The proposed variance will enhance the character of property values because of the existing condition as an abandoning fast food restaurant. The proposed branch bank will be comprised of new construction new exterior lighting and security cameras which contribute to a safer environment as compared to the existing conditions.
  - b. **Staff Response:** The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site. The variance will allow a similar redevelopment of the site.
  
- 5. **The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.**
  - a. **Applicant Response:** The harmonious building features include scale proportion colors materials and lighting.
  - b. **Staff Response:** The variance request from the required building frontage is not in conflict with the general intent of the LDC.
  
- 6. **The need for the variance has not been created by the actions of the property owner or developer nor is it the result of mere disregard for the provisions from which relief is sought.**
  - a. **Applicant Response:** The need for the variance as a result of the existing conditions. It is simply not feasible to construct a 70 foot wide building on a 100 foot wide property.
  - b. **Staff Response:** The site's existing configuration and driveway and access easement limit the orientation options for the building.
  
- 7. **Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.**

- a. **Applicant Response:** The existing conditions of the vacant fast food restaurant is not conforming to the 70% rule therefore granting at the proposed variance would simply maintain existing property configuration.
- b. **Staff Response:** Granting the variance would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district. The site's existing configuration and driveway and access easement limit the orientation options for the building.

**IV. SE26-01 FINDINGS:**

**Sec. 27-596 (b) - Art project states: In making their decisions, both the community development board and city council shall determine:**

- 1. That the proposed art project will enhance the aesthetic beauty of the area of its proposed location;**

The proposed mural is proposed specifically to enhance the aesthetic beauty of the area.

- 2. That the artist is capable of completing the work in accordance with the plan submitted as part of the application;**

The artist has presented a clear installation outline and has experience preparing similar murals.

- 3. That the information in the application regarding the durability and expected maintenance of the proposed art project is correct;**

The artist has prepared a materials list with exterior paint and varnish in order to provide long term durability and maintenance.

- 4. That the materials to be used and the manner of application will not require excessive maintenance by its owner.**

The artist has prepared a materials list with exterior paint and varnish in order to provide long term durability and maintenance.

**V. DP26-04 FINDINGS:**

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

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

The proposed development plan is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses on all sides.

The proposed building will be in a modern architectural style. The bank site will be densely landscaped with a grass and evergreen hedge, and a variety of elm, live oak, cypress, and red maple trees. The proposed mural is provided to enhance the beauty of the building to contribute to the site's aesthetic impact.

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

**Traffic:** The project has been issued with a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 198 trips per day, which is a 1,300 net reduction in daily trip volume down from the 1,468 trips generated by a 3,000 SF fast food drive thru restaurant.

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

**School:** Not applicable

**Drainage:** A new on-site parking area will be constructed using concrete and "permeable" pavers to reduce the stormwater runoff leaving the site. St. Johns River Water Management District has issued an Environmental Resource Permit.

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

The proposed development plan is designed to be compatible with the surrounding area. The proposed bank building site plan complies with density, height, setback, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

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

The office site plan and building are consistent with comprehensive plan Commercial-II land use which states:

*These areas shall include offices, professional services, and retail sales that serve the City and surrounding communities.*

As stated, the applicant requests a variance from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width.

The purpose of the variance is to rebuild on similar footprint as the existing building to allow adequate parking and drive through lane area. The site's 100' narrow width, combined with parking and driveway requirements leave only a narrow building pad area.

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

The proposed development plan is designed to be compatible with the surrounding area. The proposed bank building site plan complies with density, height, setback, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

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

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

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

The proposed development plan is designed to be compatible with the surrounding area. The proposed bank building site plan complies with density, height, setback, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

**VI. STAFF RECOMMENDATION**

Staff recommends approval of variance V26-03 from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width.

Staff recommends approval associated special exception SE26-01 for a mural in accordance with Section 27-596 Art Project.

Staff recommends approval of the application for development plan DP26-04 to establish a 1,978 square foot bank.

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

**VII. RECOMMENDED MOTION:**

**V26-03**

- a. I recommend approval of V26-03

OR

- b. I recommend denial of V26-03

**SE26-01**

- a. I recommend approval of SE26-01

OR

- b. I recommend denial of SE26-01

**DP26-04**

- a. I recommend approval of DP26-04

OR

- b. I recommend denial of DP26-04

**VIII. Exhibits:**

- A. Table 27-239
- B. Variance, Special Exception, and Development Order Application
- C. Development Plan
- D. Elevations
- E. Landscape Plan
- F. Mural Project Description
- G. Certificate of Concurrency and Traffic Analysis
- H. Water and Sewer Service Availability Letter

**Table 27-239**

	R-1	R-2	R-3	R-4 <sup>1</sup>	R-5 <sup>2</sup>	C-1	C-2	C-3	CBD <sup>2</sup>	NC Overlay	RC Overlay
	Single-Family Residential			Single/ Two-Family Res.	Multi-Family <sup>14</sup>	Commercial					Single/ Two-Family Res.
<b>Building Height</b>											
Max. Height <sup>3</sup>	28'	28'	28'	28'	28'	35'	35'	35'	35'	35'	28'
Max. Stories	2	2	2	2	2	3	3	3	3	3	2
<b>Density</b> (dwelling units divided by gross site area in acres - du/a)											
Max. Density (du/a)	5	5	5	10	17	-	-	-	10	-	10
<b>Setbacks</b>											
Front Yard <sup>4</sup>	25' min.	20' min.	15' min.	Flexible <sup>5</sup>	30' min.	10' min. 25' max.	25' min.	15' min. 30' max.	0' min. 10' max. <sup>6</sup>	5' min. 15' max.	10' min. 25' max.
Rear Yard	30' min.	25' min.	25' min.	Flexible <sup>5</sup>	30' min.	10' min.	15' min.	20' min.	5' min.	10' min.	15' min.
Side Yard (Internal)	10' min.	10% of lot width (7' min.)	10% of lot width (7' min.)	7' min. <sup>7</sup>	25' min.	5' min.	15' min.	5' min.	0' min.	0' min.	7' min. <sup>7</sup>
Side Yard (Street)	15' min.	10' min.	10' min.	8' min.	25' min.	10' min. 25' max.	20' min.	10' min. 25' max.	5' min. 15' max.	10' min. 25' max.	8' min. 25' max.
<b>Frontage Buildout</b>											
Primary Street	-	-	-	-	-	70% min. <sup>8</sup>		70% min.	70% min.	-	-
<b>Lot Dimensions/Size</b>											
Min. Lot Area (SF.)	12,000	10,000	5,000	4,356	-	7,500	10,000	15,000	-	7,500	4,356 <sup>10</sup>

Max. Lot Area (SF)	-	-	-	15,000	-	-	-	-	-	-	15,000
Min. Lot Width (FT)	100'	85'	50'	50'	200'	60'	80'	100'	-	50'	50' <sup>11</sup>
Max. Lot Coverage	50%	50%	50%	50%	35%	70%	70%	75%	85%	70%	50% <sup>9</sup>
<b>Additional</b>											
Max. Building Floor Area (sq. ft.) <sup>12</sup>	-	-	-	-	-	30,000	60,000	60,000	25,000	20,000	-

**EXHIBIT A**

- <sup>1</sup> The minimum R-4 and RC Overlay lot dimensions in this table are superseded by the actual dimensions of smaller lots if those lots were lawfully platted and recorded prior to December 2, 2019, in the Office of the Clerk of the Circuit Court of Duval County, Florida.
- <sup>2</sup> Any single/two-family homes or multifamily structures in CBD shall comply with the development standards for the RC overlay.
- <sup>3</sup> For lots in the R-1 zoning district that have a minimum lot size of twelve thousand (12,000) square feet and one hundred (100) feet lot width as measured at the building line parallel to the front face of the house and perpendicular to the primary side yard, thirty-five (35) feet of maximum building height will be permitted, so long as the primary roof structure is built at a minimum five-twelfths roof pitch, and not to exceed two (2) stories of living area.
- <sup>4</sup> More specific front yard setbacks shall apply in locating new structures around the following road segments: Penman Road, Seagate Avenue, and Florida Boulevard (See subsection 27-231(b).)
- <sup>5</sup> The front and rear yard setbacks may be flexible in that both measurements must total thirty-five (35) feet; however, neither can measure less than the fifteen (15) feet.
- <sup>6</sup> New developments built to the front lot line will need to be cleared by public works first to ensure there are no infrastructure conflicts. <sup>7</sup> Duplexes comprised of two attached homes shall be exempt from the interior side setback where the units meet.
- <sup>8</sup> Lots less than 120' wide may have a reduced minimum frontage buildout of 60% in order to accommodate side yard parking.
- <sup>9</sup> Additionally, 25% of the overall site, or half of the required pervious area, must be comprised of greenspace.
- <sup>10</sup> Min. lot area for duplexes shall be 8,500 square feet, or 4,356 square feet for each unit if divided into two fee simple lots.
- <sup>11</sup> Min. lot width for duplexes that have been divided into two fee simple lots of 40' each prior to December 2, 2019 shall be deemed conforming.
- <sup>12</sup> No standalone building shall exceed the maximum floor area shown. Additional information can be found in Section 27-237.
- <sup>13</sup> Lots bounded by more than two streets may elect no more than two primary streets. All other streets shall meet the setback and frontage requirements for secondary streets. In these unique cases there may not be a rear yard.
- <sup>14</sup> Multifamily residences on lots less than one-half acre shall only utilize a maximum of 70% lot coverage.

**EXHIBIT A**

# APPLICATION FOR ZONING VARIANCE



TO THE CITY OF NEPTUNE BEACH COMMUNITY DEVELOPMENT DEPARTMENT  
 116 FIRST STREET  
 NEPTUNE BEACH, FLORIDA 32266-6140  
 PH: 270-2400 Email: [Bldgclerk@NBFL.US](mailto:Bldgclerk@NBFL.US)

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

Date Filed:	Zoning District: C-3	Real Estate Parcel Number: 172398-0100
Name & Address of Owner of Record: __KOLA, LLC_____ _____ Contact phone number# __904-608-3964_____ e-mail address __Jkola555@gmail.com_____		Property Address: __626 Atlantic Blvd., Neptune Beach, FL 32266_____ Number of units on property __1_____ Have any previous applications for variance been filed concerning this property? _N/A_____ If Yes, Give Date: _____
Section 27-15 of the Unified Land Development Code (ULDC) defines a variance as follows: <i>Grant of relief authorized by the board of appeals, or the city council upon recommendation by the planning and development review board, that relaxes specified provisions of the Code which will not be contrary to the public interest and that meets the requirements set forth in article III, division 8 of this Code.</i>		
1. Explain the proposed relief being sought from the code(s): Proposed building, zoned C-3 does not adhere to the 70% minimum Frontage Buildout along primary street.		
2. Explain the purpose of the variance (if granted): Requesting a variance from 70% to 35%. The width of the existing property is 100 ft. and requires parking, sidewalk, drive-thru and bypass lanes in addition to building frontage.		
3. Based on the required findings needed to issue a variance in Section 27-147 explain the following (attach additional sheets as necessary):		

<p>A. How does your property have unique and peculiar circumstances, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and not shared by other property owners. The hardship cannot be created by or be the result of the property owner's own action. The unique hardship is a result of the rectangular shape of the property. While the square footage of the property is 16,406 sf, which conforms to the minimum lot size of 15,000 sf, the width of the street-frontage is narrow at 100 ft wide.</p>
<p>B. How is the proposed variance the minimum necessary to allow reasonable use of the property? The proposed variance is the minimum necessary based on the required parking, sidewalk and drive lanes used to maneuver around the building.</p>
<p>C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general. The proposed variance will not adversely affect adjacent properties or the public in general because the previous use (fast food restaurant) has a very similar configuration of parking, sidewalk and drive lanes around the building.</p>
<p>D. Indicate how the proposed variance will not diminish property values nor alter the character of the area. The proposed variance will enhance the character and property value because the existing condition is an abandoned fast food restaurant. The proposed branch bank will be comprised of new construction, new exterior lighting and security cameras which will contribute to a safer environment as compared to the existing conditions.</p>
<p>E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code. Harmonious building features include scale, proportion, colors, materials and landscaping.</p>

<p>F. Explain how the need for the proposed variance has not been created by you or the developer? The need for the variance is a result of the existing conditions. It is simply not feasible to construct a 70 ft wide building on a 100 ft wide property.</p>
<p>G. Indicate how granting of the proposed variance will not confer upon you any special privileges that is denied by the code to other lands, buildings or structures in the same zoning district. The existing conditions of the vacant fast food restaurant is non-conforming to the 70% rule, therefore, granting of the proposed variance would simply maintain existing property configurations.</p>
<p>4. Required Attachments-Applicant must include the following: <b>(INCOMPLETE PACKAGES WILL BE RETURNED)</b></p>
<p>A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. <b>WHICH HAS NOT BEEN REDUCED.</b></p>
<p>B. Survey of the property certified by licensed surveyor and <b>dated within one year of application date.</b> <b>SURVEY MUST BE ORIGINAL SIZE AND CAN NOT BEEN REDUCED.</b></p>
<p>C. Copy of Deed</p>
<p>D. Pictures of the property as it currently exists</p>
<p>5. Letter of authorization for agent to make application (Required only if not made by owner)</p>
<p>6. <b>NON-REFUNDABLE FEE:</b></p>

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

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

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

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

NAME (S) OF PROPERTY OWNER (S)

NAME OF AUTHORIZED AGENT



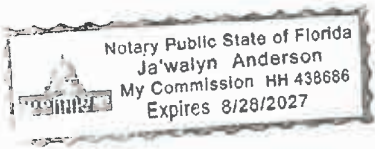
Signed and sworn before me on this 2<sup>nd</sup> day February of 2026.  
By Markand Kole

Identification verified: FL DL Oath sworn:  Yes  No

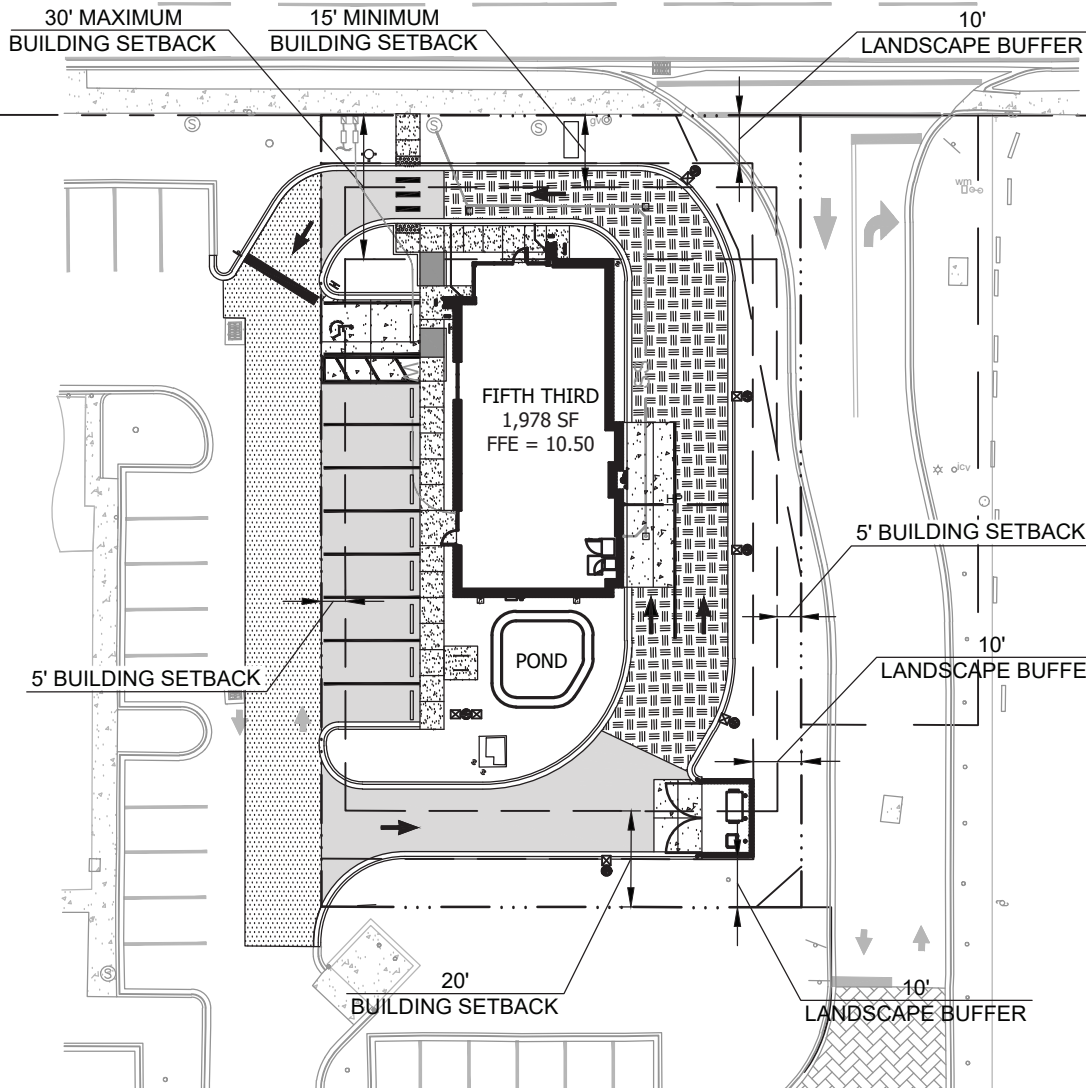
[Signature]

Notary Signature

My Commission expires: 8-28-2027



**THE UPS STORE # 3547  
12620-3 BEACH BLVD  
JACKSONVILLE, FL 32246**



**SITE DATA**

SITE ADDRESS:	626 ATLANTIC BOULEVARD NEPTUNE BEACH, FLORIDA 32266
PIN:	172398-0100
BUILDING AREA:	3,114 SF BUILDING
ZONING:	COMMERCIAL C-3
SITE AREA:	16,483 SF / 0.38 AC
EXISTING USE:	RESTAURANT WITH DRIVE-THRU
FUTURE USE:	BANK WITH DRIVE THRU
<b>PARKING DATA</b>	
BANK PARKING REQUIRED:	1 SPACE PER 400 SF OF G.F.A. 3,114 SF x (1 / 400 SF) = 8 SPACES
TOTAL PARKING PROVIDED:	STANDARD PARKING = 8 SPACES ACCESSIBLE PARKING = 1 SPACE TOTAL PARKING PROVIDED = 9 SPACES
PARKING SPACE SIZE:	9' x 20' MINIMUM
<b>LANDSCAPE REQUIREMENTS:</b>	
LANDSCAPE BUFFER - FRONT (ATLANTIC BLVD.)	= 10'
LANDSCAPE BUFFER - SIDE (EAST)	= 0'
LANDSCAPE BUFFER - SIDE (WEST)	= 0'
LANDSCAPE BUFFER - REAR (SOUTH)	= 0'
<b>BUILDING REQUIREMENTS:</b>	
BUILDING SETBACK - FRONT (ATLANTIC BLVD.)	= 15' MIN. / 30' MAX.
BUILDING SETBACK - SIDE (EAST)	= 5'
BUILDING SETBACK - SIDE (WEST)	= 5'
BUILDING SETBACK - REAR (SOUTH)	= 20'

ARCHITECT/ ENGINEER OF RECORD

BDG ARCHITECTS  
400 N Ashley Dr Ste 600  
Tampa, Florida 33602

P: 813.323.9233  
F: 813.323.9238  
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FIFTH THIRD BANK  
NEPTUNE BEACH

626 ATLANTIC BOULEVARD  
ATLANTIC BEACH, FLORIDA 32266

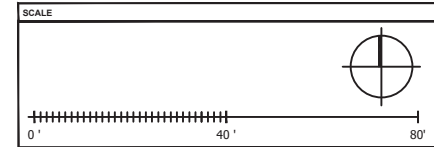


JOB NO.	250633
DATE:	03-05-26
DRAWN BY:	IEG
SCALE:	1" = 40'
SHEET TITLE:	SITE EXHIBIT

SHEET NUMBER:  
**E1**

**LEGEND**

	PROPERTY LINE
	EXISTING TO REMAIN
	EXISTING CONCRETE TO REMAIN
	PROPOSED CONCRETE LESS THAN 6"
	PROPOSED CONCRETE 6" OR GREATER
	NEW ASPHALT PAVEMENT
	NEW MILL AND OVERLAY
	NEW PERVIOUS CONCRETE
	SETBACK/BUFFER
	PROPOSED CURB
	PROPOSED CURB AND GUTTER



**City of Neptune Beach**  
 Community Development Dept.  
 116 First Street • Neptune Beach, Florida 32266-6140  
 (904) 270-2400 • Bldgclerk@nbfl.us



**Art Project Application**

Applicant or authorized representative must be present in order for the Planning Development Review Board to make a recommendation to the City Council. The undersigned hereby applies for an art project review as follows:

Date Filed: \_\_\_\_\_ Zoning Classification: C-3

Note: If the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal.

Street Address: 626 Atlantic Blvd

Legal description property: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_

Plat Book \_\_\_\_\_ Page \_\_\_\_\_ Real Estate No. 172398-0100

Name of Owner: <u>KOLA, LLC</u>	Name of Agent, If any: <u>BDG Architects, LLP Angelina Makowski</u>
Address of Owner: <u>3770 Saltmeadow Ct., S. Jacksonville, FL 32224</u>	Address of Agent: <u>400 N. Ashley Dr. Tampa, FL 33602</u>
Phone #: <u>904-608-3964</u>	Phone #: <u>813-954-2211</u>
E-mail: <u>jkola555@gmail.com</u>	E-mail: <u>permits@bdgllp.com</u>

Describe Request being made: Mural on rear facade of Fifth Third Bank

**PLEASE BE ADVISED THE PLANNING DEVELOPMENT REVIEW BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE ART PROJECT.**

**STATE OF FLORIDA  
 COUNTY OF DUVAL**

Signature of Owner [Signature]

Subscribed and sworn to before me on this \_\_\_\_\_ day of 3-13-26

who is personally known to me or has

presented F.L.D.L. K.329-158-93-000-0 as identification.

[Signature]  
 Notary Public



Answer the following regarding the proposed art project (attach additional sheets if necessary):

1. Where will the proposed art project be located (i.e. north side of building wall):  South and Southeast wall - only on the EIFS surfaces
2. Give the dimensions of the proposed art project (also attach a scaled drawing of proposed art project):  about 450 sf
3. How will the proposed art project enhance the aesthetic beauty of the surrounding area in its proposed location:  A distinctive artwork style characterized by high-quality detail and expressive craftsmanship, celebrating local flora and fauna while incorporating a symbolic animal representative of the business
4. Provide evidence that the artist is capable of completing the work in accordance with the plan submitted:  Artist portfolio website: <a href="https://beyondwalls.org/artists/ernesto-maranje/">https://beyondwalls.org/artists/ernesto-maranje/</a>
5. Explain the durability of the materials used to create the proposed art project (i.e. manufactures specs on the materials, etc.):  Sherwin Williams varnish, offers excellent UV protection and minimal maintenance.
6. What is the maintenance schedule?  Minimal maintenance and no special care instructions. Wash, if needed, with water/hose.
7. How long will it take to complete the proposed art project:  3 weeks

Twelve (12) copies of following documents and application will need to be submitted by 5:00 p.m. on the submitted deadline in order to be placed on the Planning Board's next agenda.

- Current legal survey (no older than one year) with proposed location marked
- Site plan showing proposed location
- Color elevation showing proposed art project drawn to scale
- List of materials to be used

Disclaimer: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations of the City of Neptune Beach, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only. For a complete description of requirements, refer to Chapter 27 of the Unified Land Development Regulations.

# OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

\*\*\*\*This form must be filled out in the case that the applicant is not the owner of the premises which the particular application is being filed

BDG Architects, LLP (agent) is hereby authorized TO ACT ON

BEHALF OF KOLA, LC (owner), the owner (s) of those lands described within the attached application in applying to Neptune Beach, Florida, for an **Art Project Application**.

### OWNER:

BY:

Signature of owner

Print name

MASOOD KOLA

Signature of owner

Print name

State of Florida

County of Duval

Signed and sworn before me on this 13 day of March, 20 26

By FL DL # 392-158-93-000-0

Identification verified: yes

Oath sworn:  Yes  No

Notary Signature

My Commission expires 10-27-28

### AGENT:

BY:

Signature of agent

Print name

Angelina Makowski, BDG Architects, LLP



State of Florida county of Hillsborough

Signed and sworn before me on this 16th day of March, 20 26

By Angelina Makowski

Identification verified: Personally known

Oath sworn:  Yes  No

Notary Signature

My Commission expires 3/5/2029



# APPLICATION FOR DEVELOPMENT PLAN REVIEW



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

Date Filed:	Name and address of the applicant requesting development review: (NOTE: If the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporation ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows.	
Name & Mailing address of Owner of Record:  ___Kola LLC_____  3770 Saltmeadow Ct. S. Jacksonville, FL 32224_____  Contact phone #_904-608-3964_____  e-mail address_jkola555@gmail.com_____	Property Address: 626 Atlantic Blvd. _____  Neptune Beach, FL 32266  Real Estate ID #172398-0100_____  Lot_____ Block_____ Subdivision_____  Zoning District: _C-3_____	
Name and Address of Agent/Applicant:  _____  BDG ARCHITECTS, LLP 400 N. Ashley Dr. Suite 600, Tampa FL 33603	Telephone #-813-954-2211 _____  Email: permits@bdgllp.com_____	
Describe Request being made: Raze of existing KFC to build a freestanding bank facility: one level building, approx. 1900 SF including a drive-thru with one lane equipped with one VAT and one ATM lane, and a new trash enclosure.		
<p><b><u>PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.</u></b></p>		

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

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

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

Angelina Maklowski BDG Architects, LLC is hereby authorized TO ACT ON BEHALF OF Kola, LLC, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to a development review:

<input checked="" type="checkbox"/> Development Order	<input type="checkbox"/> Special Exception
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Comp Plan Amendment
<input type="checkbox"/> Historical Significance Designation	<input type="checkbox"/> Concurrency
<input type="checkbox"/> Certificate of Appropriateness	<input type="checkbox"/> Other/Tree Champion or Heritage Tree Removal

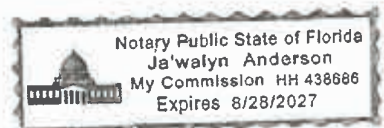
BY: [Signature] Masood Kola  
Signature of Owner Print Name

\_\_\_\_\_  
Signature of Owner Print Name  
State of Florida  
County of Duval

Signed and sworn before me on this 26 day of February, 2026.  
By Masood Kola

Identification verified: FL DL Oath sworn: \_\_\_ Yes \_\_\_ No

[Signature]  
Notary Signature My Commission expires: 8-28-2027



THE UPS STORE # 3547 2  
12620-3 BEACH BLVD  
JACKSONVILLE, FL 32246



## Site Plan Review Check List

All applicants for site plan review and land-disturbing activities shall complete the check lists, sign and date this form and submit with their application.

**Applicant Name:** Tammala Brooks

**Date:** 02/26/2026

**Project Name:** Fifth Third Bank Neptune Beach

**RE No.:**

**Address:** 626 ATLANTIC BOULEVAD NEPTUNE BEACH, FLORIDA 32266

**Phone:** 813-954-2211

**Email:** tammala.brooks@53.com

**Agent Name:** BDG Architects, LLP

**Agent Address:** 400 N. Ashley Blvd. Suite 600

**Agent Phone:** 813-954-2211

**Agent Email:** permits@bdgllp.com

### Site Plan Check List

YES:	NO:	N/A:	Note:
X			Concurrency has already been obtained.
	X		Preliminary and final development plan approvals have already been obtained.
	X		All needed variances have already been applied for and obtained, and the site plans are otherwise in general compliance with the City's ordinances.
X			Zoning and Landuse designation is shown on plans
X			Plat, boundary and topographic survey provided.
X			SJRWMD Environmental Resource Permit (ERP) has been submitted.
		X	All work within the City's R-O-W requires a separate Environmental Resource Permit (ERP). The applicant must apply for a separate ERP or provide a letter of determination indicating no permit required from the appropriate jurisdictional agencies for work within the right-of-way. Copies of associated correspondence and Permits shall be provided to the City.
X			Proposed utility connections, services and sizes are shown on the plans.
X			Existing water, sewer and drainage pipes are shown on the plans.
X			Utility and service calculations have been provided with the submittal.
		X	Grease traps are required and shown on the plans for all restaurants, bars and food establishments. Grease trap calculations have been provided with the submittal.
X			Parking Calculations are shown on the plans. Handicapped parking spaces and calculations are shown on the plans.
X			Proposed site grading and drainage are shown on plans.
X			Proposed site grading complies with ADA accessibility requirements.
X			Stormwater calculations have been included with the submittal and are in substantial compliance with Chapter 27 Article XII Stormwater Management and Erosion Control.
X			Adjacent or nearby properties not owned or controlled by the applicant shall not be adversely affected by drainage or flooding as a result of the proposed improvements.
X			Positive drainage outfall has been demonstrated.
		X	Low maintenance zones have been shown in accordance with Section 27-519(k).

YES: NO: N/A:

Notes:

X			You understand that discharge to the City's MS4 system conveys stormwater to Hopkins Creek, and Hopkins Creek is a listed impaired water body with the State of Florida. All impaired basin rules have been complied with for both nutrients and fecal coliforms.
X			Erosion and Sediment control Plan and BMPs are included in the plans.
X			The following erosion and sediment control notes have been included on the plans: <ol style="list-style-type: none"> <li>1. Erosion control and tree protection measures shall be installed prior to any other construction activity and maintained until permanent ground cover is established.</li> <li>2. The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to, or concurrent with land-disturbing activities.</li> <li>3. Erosion control measures will be maintained at all times. If full implementation of the this plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source by the contractor as needed.</li> <li>4. The Contractor shall minimize the extent of the area exposed at one time and the duration of exposure.</li> <li>5. The Contractor shall apply effective erosion control measures to prevent off-site damage.</li> <li>6. The Contractor shall apply perimeter control practices to protect the disturbed area from off-site runoff and to prevent sedimentation damage to areas below the development site.</li> <li>7. The Contractor shall maintain low runoff velocities and runoff shall be detained on the site.</li> <li>8. The Contractor shall stabilize disturbed areas immediately after final grade has been obtained.</li> <li>9. The Contractor shall implement a thorough maintenance and compliance program.</li> <li>10. The Contractor shall have at least one person onsite at all times during work activities certified through the Florida Stormwater, Erosion, and Sedimentation Control Inspector Training program.</li> </ol>
X			All documents required to be performed by a Professional Engineer have been signed and sealed by a Florida licensed Professional Engineer. All drawings, specifications, letters, plans, reports, or documents being filed for public record shall be signed by the licensed engineer, dated, and sealed. Filed for public record shall be when said documents are presented to the City to determine compliance with Codes and Standards and to be used for execution of the project, or in connection with the transaction of official business with the City. These documents are required to be signed and sealed.
		X	Traffic Analysis provided.
X			Fire department Connection (FDC) and fire hydrants have been shown on the plans.
X			Accessible route to the right-of-way from all emergency exits has been shown on the plans.
X			A dumpster area has been shown on the plans. All dumpster areas shall be prohibited to drain directly into sanitary sewer systems, into stormwater systems, streets, or City right-of-ways.
		X	Loading Spaces have been shown on the plans.
		X	Maintenance of traffic and pedestrian plans have been shown in the plans.
	X		Percent impervious area has been shown in the plans.
	X		The use of pervious pavement or pavers has included engineered details that include the overall infiltration capacity of the system included on the drawings.
X			Applicable details have been included.
			City notes have been included in the plans.(See attached)
X			You understand that complete applications and responses to City comments or request for additional information are expected in a timely manner. The City shall consider the applicant unresponsive after 60 days and the application shall be deemed abandoned after 6 months for incomplete applications or for failing to respond to a City comment or request for additional information. Applicant's responses and/or changes to previously submitted documents will require additional review time, and may generate additional comments or requests for information. Abandoned applications shall expire by limitation and become null and void 6 months after the date of filing for the permit or plan approval.
X			All provisions of laws, ordinances and codes governing this type of work shall be complied with whether herein or not. The granting of an approval or issuance of a permit does not presume to give any variance, authority to violate or cancel the provisions of any federal, state or local law, ordinance, or code.

**Additional Permitting Certification:**

Additional permits from other jurisdictional agencies may be required for your project. To the best of your knowledge and belief the following additional permits will be required for your project: (Please check all that apply)

YES: NO: N/A:

Permit Type:

	X		Construction Generic Permit (CGP): <i>Note: See FDEP for requirements. Required for all permits disturbing more than one (1) acre.</i>
X			Environmental Resource Permit: <i>Note: See SJRWMD or FDEP for requirements</i>
		X	Multi-Sector Generic Permit (MSGP): <i>Note: See FDEP for requirements. Typically an operational permit</i>
X			FDOT Drainage Permit: <i>Note: See FDOT for requirements.</i>
		X	FDOT Driveway Permit: <i>Note: See FDOT for requirements.</i>
		X	FDOT Utility Accommodation Permit: <i>Note: See FDOT for requirements.</i>
		X	City of Jacksonville Right of Way Permit: <i>Note: See COJ for requirements.</i>
		X	Dock Permit: <i>Note: See FDEP, ACOE and SJRWMD for requirements.</i>
		X	Permit for Construction of Water Main Extensions: <i>Note: See COJ and FDEP for requirements.</i>
		X	Permit for Construction of Sewer Main Extensions: <i>Note: See COJ and FDEP for requirements.</i>
		X	Well Permit: <i>Note: See SJRWMD, FDEP, COJ &amp; DCHD for requirements.</i>
		X	Consumptive Use Permit: <i>Note: See SJRWMD and FDEP for requirements.</i>
		X	Dewatering Permit: <i>See FDEP Industrial Wastewater Division for requirements</i>

*Note: The applicant is requested to provide a copy of all applicable permits. This list is not intended to be a complete list of possible permits, and it is the Applicant's obligation to ensure that all federal, state and local permits and requirements have been applied for and complied with.*

**Applicants Certification:**

To my knowledge and belief the above is true and accurate.

Applicant Signature: \_\_\_\_\_

Name: **Angelina Makowski**

Date: **02/26/2026**

Title: **Program Coordinator**

**Professional Engineer's Certification:**

To my knowledge and belief the above is true and accurate.

Engineer's Signature: \_\_\_\_\_

Name: **Nisit Sapparkhao**

FL PE No.: **64085**

Title: **President / P.E.**

Company: **Infinity Engineering Group, LLC**

Date: **02/26/2026**

Affix Seal



Digitally signed by Nisit Sapparkhao  
 DN: c=US, st=Florida, l=Tampa, serialNumber=AATL20251217427  
 526, o=Infinity Engineering Group, LLC, cn=Nisit Sapparkhao,  
 email=nisit@legroup.net  
 Date: 2026.03.06 10:37:37 -06'00'  
 Adobe Acrobat version:  
 2017.012.30262

## City Standard Notes to be Included in the Plans:

1. In accordance with the City's MS4 Permit public streets, roads, and highways, including rights-of-way, shall continue to be operated and maintained by the permittees in a manner to reduce the discharge of pollutants in stormwater to the maximum extent practical.
2. No trees or bushes shall be planted in the R-O-W over existing or planned utilities.
3. No mulch is allowed from the back of curb to 4 feet into the R-O-W. Remove all existing and planned mulch from the back of curb to 4 feet into the R-O-W. An edging shall be placed to hold back mulch within the R-O-W that is beyond 4 feet from the back of curb. A vegetative ground cover is required along the back of curb to a minimum of 4 feet into the R-O-W except for on street parking spaces, sidewalks and driveways. The vegetative ground cover in the R-O-W shall be planted to establish minimum cover at the time of planting of 75 percent. A 100 percent plant coverage stabilizing the soils shall be required within 6 months. It will be the homeowner's responsibility to prevent erosion from leaving the site and achieving the 100 percent soil stabilization.
4. The property owner shall be responsible for cleaning all debris entering the curb and gutter from their property.
5. The property owner shall be responsible for edging and pruning plant materials to prevent growth into the curb and gutter.
6. The maximum height of vegetated ground cover is limited to 10 inches.
7. The property owner shall be responsible for all maintenance of items they place in the R-O-W.
8. The property owner shall be responsible for the replacement and or repairs to all items placed in the R-O-W. The City will not replace or repair items placed in the R-O-W. Work performed by the City or their contractors shall only replace concrete for driveways or sidewalks and grass for vegetated portions of the R-O-W.
9. All water and sewer lines within the right-of-way shall use locate wire.
10. Water Approved Materials and Products: (for all work with in right-of-ways, and intended for dedication to the City)
  - Repair bands: Smith-Blair style 226 or EZ-Max Plus repair Band
  - Tapping Saddle (small services 2" and smaller): Smith-Blair style 317
  - Tapping Saddle (Large Diameter 4" – 12"): Smith-Blair style 663 - Stainless Steel Flange Tapping Sleeve
  - Brass Curb Stop: Mueller style 300
  - Bras Corporation Stops: Mueller style 300
  - Brass Ball Valves: Mueller style 300
  - Couplers: Hymax
  - Fire Hydrant: A423 - 5 ¼" Mueller hydrants w/ stainless steel stem and fasteners, 2 hose nozzles, 1 pumper nozzle, color in red
  - M.J. Restraints: Megalug style 2100
  - Valves: Mueler style 2360 w/ stainless steel stem and fasteners
  - Bell Restraints: Megalug style 500
  - PVC Pipe(Large Diameter larger than 2"): DR-18 or DR-14, ASTM C900, blue
  - Poly Tubing (2" and smaller): SDR 9, 200 psi, ASTM D2737, blue
  - D.I.P.: Class 50 or 51
  - Meter boxes: fibercrete
  - Meter box lids: fibercrete in non-traffic area and metal in traffic areas.
11. Sewer Approved Materials and Products: (for all work with in right-of-ways, and intended for dedication to the City)
  - Manhole Lids: Pamrex, model number D400EN124, Hinged
  - Sewer tapping Saddle: Romac
  - Force Main: PVC DR-18 or DIP Class 50 or 51, green
  - Valves: Mueler style 2360
  - D.I.P.: Class 50 or 51
  - M.J. Restraints: Megalug style 2100
  - M.J. Valves: Mueler style 2360
  - Bell Restraints: Megalug style 500
  - Manholes: FDEP approved precast with rubber boot connections and bituminous interior and exterior coatings. Manholes that receive a discharge from a force main shall have an interior lining of HDPE or Fiberglass.
  - Gravity Pipe: DR-35 or DR-21, ASTM 3035, green
12. Drainage Approved Materials and Products: (for all work with in right-of-ways, and intended for dedication to the City)
  - Pipe: RCP class III, IV, or V, PVC A-2000, or Corrugated Polyethylene Pipe (CPP) outside of the R-O-W only ADS N-12 or Hancor F477.
13. Pipe Cover: (for all work with in right-of-ways, and intended for dedication to the City)
  - Water and Sewer:
    - Paved areas: shall have a minimum over of 36" from the top of the bell to the bottom of the pavement base.
    - Unpaved areas: shall have a minimum over of 30" from the top of the bell to the finished grade.
  - Drainage:
    - Paved areas: shall have a minimum over of 18" from the top of the bell to the bottom of the pavement base.
    - Unpaved areas: shall have a minimum over of 18" from the top of the bell to the finished grade.

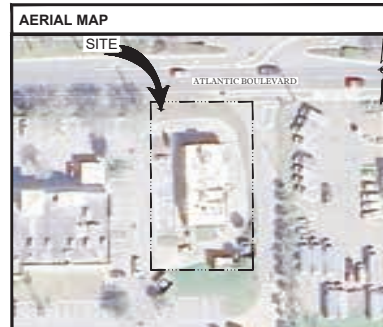
CONSTRUCTION PLANS FOR:



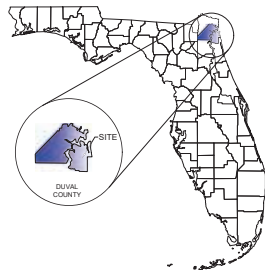
# NEPTUNE BEACH

626 ATLANTIC BOULEVARD  
NEPTUNE BEACH, FLORIDA 32266

PROJECT TEAM	
<b>PROPERTY OWNER:</b> KOLA LLC 626 ATLANTIC BOULEVARD NEPTUNE BEACH, FLORIDA 32266	<b>CIVIL ENGINEER:</b> INFINITY ENGINEERING GROUP, LLC 1208 EAST KENNEDY BOULEVARD SUITE 230 TAMPA, FLORIDA 33602 PH: (813) 434-4770 CONTACT: NISIT SAPPARKHAO
<b>PROPERTY DEVELOPER:</b> FIFTH THIRD BANK MD 10ATAT CORP FAC 38 FOUNTAIN SQUARE PLZ CINCINNATI, OHIO 45202-3102 PH: (513) 579-5203	<b>ARCHITECT:</b> BDG ARCHITECTS 400 N ASHLEY DRIVE SUITE 600 TAMPA, FLORIDA 33602 PH: (813) 323-9233 CONTACT: NATHALIA GARCIA-RIOS
<b>SURVEYORS:</b> EBI SURVEYING 1304 WEST FLETCHER AVENUE TAMPA, FLORIDA 33612 PH: (813) 896-6000 CONTACT: THOMAS SERBU EMAIL: THOMAS@EBISURVEY.COM	<b>LANDSCAPE ARCHITECT:</b> PATRICK D. CUNNINGHAM, LLC 519 SAPPHIRE DRIVE SARASOTA, FLORIDA 34234 PH: (941) 352-7667 CONTACT: PATRICK CUNNINGHAM EMAIL: PCUNNINGHAM.LLC@GMAIL.COM



PARCEL ID: 172398-0100  
DUVAL COUNTY, FLORIDA



DRAWING INDEX	
SHEET NO.	SHEET TITLE
C00.00	COVER SHEET
C00.01	CIVIL SPECIFICATIONS
C00.02	NEPTUNE BEACH STANDARD NOTES
C01.01	DEMOLITION PLAN
C02.01	SITE PLAN
C03.01	GRADING PLAN
C03.02	STORM PIPING PLAN
C03.03	CROSS SECTIONS
C04.01	UTILITY PLAN
C05.01	DETAILS
C05.02	DETAILS
C05.03	JACKSONVILLE ELECTRIC AUTHORITY DETAILS
C05.04	JACKSONVILLE ELECTRIC AUTHORITY DETAILS
C06.01	SWPPP GENERAL REQUIREMENTS
C06.02	EROSION CONTROL PLAN PHASE I
C06.03	EROSION CONTROL PLAN PHASE II
C06.04	EROSION AND SEDIMENTATION CONTROL DETAILS
E-010	ELECTRICAL SITE PLAN AND REMOTE DRIVE THRU
E-011	ELECTRICAL PHOTOMETRIC SITE PLAN
E-012	ELECTRICAL SITE DETAILS
E-600	LUMINAIRE AND SENSOR SCHEDULES AND DETAILS
E-601	EXTERIOR LIGHTING CUTSHEETS
E-602	EXTERIOR LIGHTING CUTSHEETS
E-603	EXTERIOR LIGHTING CUTSHEETS
LP01.01	LANDSCAPE PLAN
LP02.01	TREE INVENTORY PLAN
LP03.01	LANDSCAPE DETAILS
IR01.01	IRRIGATION PLAN
IR02.01	IRRIGATION DETAILS
1 OF 1	ALTANSPS LAND TITLE BOUNDARY AND TOPOGRAPHIC FROM SURVEY



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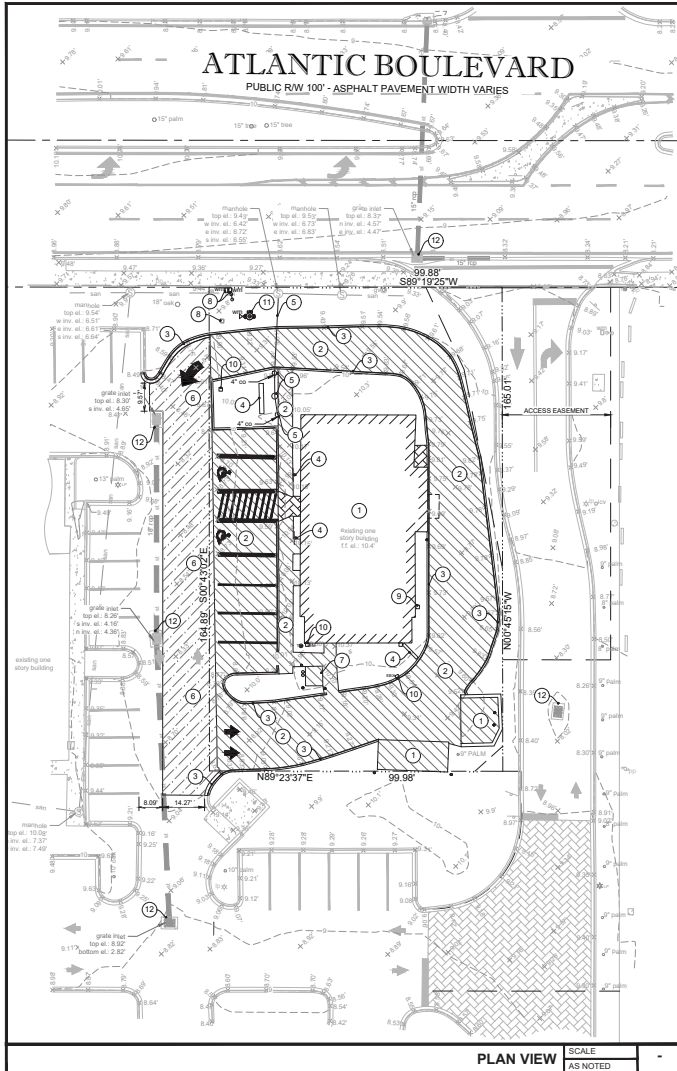
IEG JOB NO. 15-423.00

NISIT SAPPARKHAO, P.E.  
FL REG. NO. 64085

DATE  
THIS ITEM HAS BEEN ELECTRONICALLY  
SIGNED AND SEALED BY NISIT SAPPARKHAO,  
P.E. ON THE DATE AND FOR THE SEAL  
SHOWN USING A DIGITAL SIGNATURE.  
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED AND  
THE SIGNATURE MUST BE VERIFIED BY A 3RD  
PARTY CERTIFICATE AUTHORITY ON ANY  
ELECTRONIC COPY PAGE 0102-0100

SHEET

C00.00



PLAN VIEW  
SCALE AS NOTED

### KEYED NOTES

1	EXISTING BUILDING AND DUMPSTER ENCLOSURE TO BE DEMOLISHED/REMOVED
2	EXISTING CONCRETE/SIDEWALK TO BE REMOVED
3	EXISTING CURB AND GUTTER TO BE REMOVED
4	EXISTING SIGNS TO BE REMOVED
5	EXISTING SANITARY PIPE AND STRUCTURE TO BE REMOVED UP TO THE MANHOLE.
6	PREPARE PAVEMENT FOR MILL AND OVERLAY.
7	EXISTING TRANSFORMER TO REMAIN.
8	EXISTING WATER BACK FLOW PREVENTERS, METERS AND SERVICE LINES TO BE REMOVED AND REPLACED. SEE UTILITY PLAN SHEET C04.01.
9	EXISTING GAS METER AND ASSOCIATED UTILITIES TO BE REMOVED.
10	EXISTING ELECTRICAL UTILITY STRUCTURE TO BE REMOVED.
11	EXISTING FIRE HYDRANT TO BE RELOCATED. SEE UTILITY PLAN SHEET C04.01.
12	EXISTING STORM STRUCTURES TO REMAIN.

### DEMOLITION QUANTITIES

ASPHALT MILLING	= 2,687 SF
CONCRETE	= 7,626 SF
CURB	= 40 LF
GUTTER	= 42 LF

### LEGEND

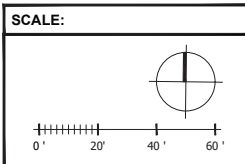
	PROPERTY LINE
	EXISTING CONCRETE TO REMAIN
	EXISTING TO REMAIN
	EXISTING ASPHALT/CONCRETE TO BE REMOVED
	EXISTING SIDEWALK/CONCRETE TO BE REMOVED
	EXISTING ASPHALT TO BE MILLED TO A DEPTH OF 1-INCH
	EXISTING PAVERS TO BE REMOVED
	EXISTING TO BE REMOVED
	TREE BARRIER LINE
	EXISTING GAS
	EXISTING SANITARY
	EXISTING TELEPHONE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING OVERHEAD LINE
	EXISTING WATER
	EXISTING CONTOUR
	EXISTING GRADE ELEVATION

### DEMOLITION NOTES

- CONTRACTOR TO ESTABLISH AND PROPERLY FLAG PROPERTY LINES PRIOR TO DEMOLITION.
- ALL ABOVE AND BELOW GROUND HARDWARE, EQUIPMENT AND MATERIALS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL MUNICIPALITY REQUIREMENTS.
- UTILITIES TO BE FLUGGED SHALL BE FILLED WITH A MINIMUM 1.0 CUBIC FT. OF NON SHRINK GROUT OR AS OTHERWISE APPROVED BY ENGINEER.
- TREES SHOWN TO REMAIN SHALL MAINTAIN PROTECTIVE BARRIERS DURING DEMOLITION. THESE BARRIERS SHALL BE IN ACCORDANCE WITH CURRENT LOCAL MUNICIPALITY STANDARDS.
- THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF EXISTING UTILITIES WITH THE OWNER OF SAID UTILITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO WATER, SEWER, GAS, CABLE TV, POWER AND TELEPHONE.
- THE CONTRACTOR SHALL UTILIZE SUITABLE EROSION CONTROL DURING DEMOLITION. SEE "EROSION & SEDIMENT CONTROL DETAILS".
- THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED.
- ALL DISTURBED AREA WITH THE RIGHT OF WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED.

### TREE NOTE:

CONTRACTOR TO INSTALL TREE BARRICADES SURROUNDING ALL TREES TO REMAIN. IRRIGATE ALL LANDSCAPING AS NEEDED.



400 N Ashley Drive, Suite 400  
Tampa, FL 33602

P: 813-323-9233  
F: 813-323-9230  
W: www.bdgplp.com



FIFTH THIRD BANK  
NEPTUNE BEACH  
626 ATLANTIC BOULEVARD  
NEPTUNE BEACH, FLORIDA 32266

INFINITY ENGINEERING  
GROUP, P.L.L.C.  
1208 East Kennedy Boulevard  
Tampa, Florida 33602  
Tel: 813.443.4729  
Fax: 813.443.4211  
www.infinityeng.com  
FL Cert. of Auth. No. 27889  
REG. JOB NO. 15-423-00  
FL REG. NO. 64085

DATE

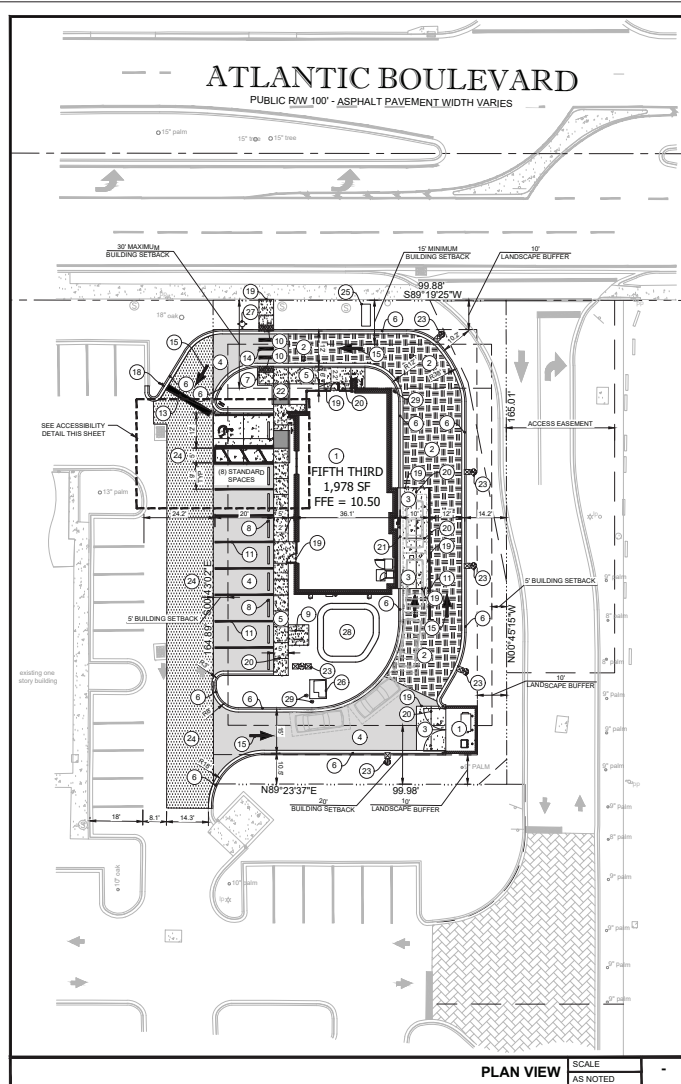
THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY THE ENGINEER. THE DATE AND ANALYSIS FROM THIS PLAN ARE VALID ONLY IF THE ENGINEER'S SIGNATURE AND SEAL ARE PRESENT ON THIS PLAN. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER AND THE SEAL MUST BE REAPPLIED TO THE REVISED PLAN.

ISSUE	BY	DATE	DESCRIPTION
	DR	02/17/26	ISSUE FOR PERMIT

### PROJECT INFORMATION BLOCK

JOB #	250633
DATE	11/11/25
DRAWN BY:	IEG
CHECKED BY:	IEG

SHEET TITLE  
DEMOLITION PLAN  
SHEET NUMBER  
C01.01

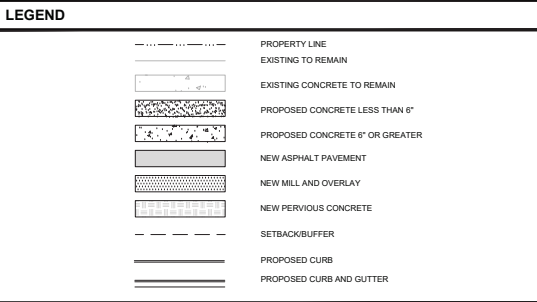
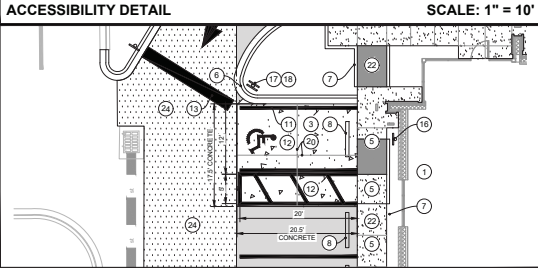


**LANDSCAPE NOTE**

- CONTRACTOR TO RE-GRADE SURROUNDING GRADE ELEVATION AND RE-SOD AS NEED TO MEET PROPOSED TOP OF SIDEWALK ELEVATIONS.
- CONTRACTOR SHALL REPLACE ALL DISTURBED LANDSCAPING TO MATCH EXISTING.
- CONTRACTOR SHALL TIE INTO EXISTING IRRIGATION SYSTEM AND EXTEND NEW DRIP IRRIGATION AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.

- KEYED NOTES**
- NEW BUILDING AND TRASH ENCLOSURE (SEE ARCHITECTURAL PLANS)
  - NEW PERVIOUS CONCRETE. SEE DETAILS SHEET C05.01.
  - NEW 6" CONCRETE PAVEMENT. SEE DETAILS, SHEET C05.01.
  - NEW ASPHALT PAVEMENT. SEE DETAILS, SHEET C05.01.
  - NEW 4" CONCRETE SIDEWALK. SEE PLAN FOR WIDTH. SEE DETAILS, SHEET C05.01.
  - NEW 18" CURB AND GUTTER. SEE DETAILS, SHEET C05.01.
  - NEW 6" X 18" CURB. SEE DETAILS, SHEET C05.01.
  - NEW WHEEL STOP (TYPICAL OF 9). SEE DETAILS, SHEET C05.01.
  - NEW BICYCLE RACK. SEE DETAILS, SHEET C05.01.
  - NEW DETECTABLE WARNING. SEE DETAILS, SHEET C05.01.
  - NEW 6-INCH "WHITE" PARKING/AISLE STRIPE (CONTINUOUS PAINT)
  - NEW ACCESSIBLE PARKING SPACES AND ACCESS AISLE. SEE DETAILS, SHEET C05.01.
  - NEW 24-INCH "WHITE" STOP BAR (CONTINUOUS PAINT).
  - 5-FOOT WIDE CROSSWALK, 12-INCH "WHITE" STRIPE @ 30" O.C. (CONTINUOUS PAINT).
  - NEW "WHITE" DIRECTIONAL ARROW (CONTINUOUS PAINT)
  - NEW ACCESSIBLE PARKING SIGN. SEE DETAILS, SHEET C05.02.
  - NEW 30" R1-1 "STOP" SIGN. SEE DETAILS, SHEET C05.02.
  - NEW 30" R1-1 "STOP" SIGN (TYPICAL OF 2). SEE DETAILS, SHEET C05.02.
  - NEW EXPANSION JOINT. SEE DETAILS, SHEET C05.01.
  - NEW CONTROL JOINT. SEE DETAILS, SHEET C05.01.
  - NEW 10" DRIVE-THRU CURB. SEE DETAILS SHEET C05.01.
  - NEW ADA RAMP. SEE DETAILS, SHEET C05.01.
  - NEW AREA LIGHT POLE.
  - NEW ASPHALT MILL/OVERLAY. SEE NOTES, THIS SHEET FOR SPECIFICATION. SEE GRADING PLAN & DETAILS, SHEETS C03.01 & C05.01.
  - NEW ID SIGN (DESIGNED AND PERMITTED BY OTHERS).
  - EXISTING TRANSFORMER TO REMAIN.
  - RELOCATED FIRE HYDRANT.
  - NEW PROPOSED STORMWATER POND.
  - NEW BOLLARD (TYPICAL OF 3). SEE DETAILS SHEET C05.02.

- SITE PLAN GENERAL NOTES**
- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF BUILDING.
  - EXISTING IMPROVEMENTS SHOWN ARE TAKEN FROM THE SURVEY.
  - BUILDING AND SIDEWALK DIMENSIONS ARE TO OUTSIDE EDGE OF WALL
  - ALL TIES TO THE PROPERTY LINE ARE BASED ON THE SURVEY.
  - ALL CURB RADII ARE 3' UNLESS OTHERWISE NOTED



**SITE DATA**

**SITE ADDRESS:** 626 ATLANTIC BOULEVARD NEPTUNE BEACH, FLORIDA 32266

**PIN:** 172398-0100

**BUILDING AREA:** 1,978 SF BUILDING

**ZONING:** COMMERCIAL C-3

**SITE AREA:** 16,483 SF / 0.38 AC

**EXISTING USE:** RESTAURANT WITH DRIVE THRU

**FUTURE USE:** BANK WITH DRIVE THRU

**PARKING DATA**

**BANK PARKING REQUIRED:** 1 SPACE PER 400 SF OF G.F.A. 1,978 SF x (1 / 400 SF) = 5 SPACES

**TOTAL PARKING PROVIDED:** STANDARD PARKING = 8 SPACES ACCESSIBLE PARKING = 1 SPACE TOTAL PARKING PROVIDED = 9 SPACES

**PARKING SPACE SIZE:** 9' x 20' MINIMUM

**DRIVE THROUGH QUEUE:** FIVE CARS STACKING

**LOADING ZONE:** NOTE-FINANCIAL INSTITUTIONS DO NOT USE LOADING ZONES FOR SECURITY PURPOSES DELIVERY TRUCK WILL PARK DIRECTLY IN FRONT OF MAIN ENTRANCE.

**LANDSCAPE REQUIREMENTS:**

REQUIREMENT	REQUIRED
LANDSCAPE BUFFER - FRONT (ATLANTIC BLVD.)	= 10'
LANDSCAPE BUFFER - SIDE (EAST)	= 10' (VEHICULAR USE)
LANDSCAPE BUFFER - SIDE (WEST)	= 0'
LANDSCAPE BUFFER - REAR (SOUTH)	= 10' (VEHICULAR USE)

**BUILDING REQUIREMENTS:**

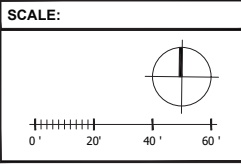
REQUIREMENT	REQUIRED
BUILDING SETBACK - FRONT (ATLANTIC BLVD.)	= 15' MIN. / 30' MAX.
BUILDING SETBACK - SIDE (EAST)	= 5'
BUILDING SETBACK - SIDE (WEST)	= 5'
BUILDING SETBACK - REAR (SOUTH)	= 20'
REQUIRED BUILDING FRONTAGE BUILDOUT	= 60.00 LF (60% MIN.)
PROVIDED BUILDING FRONTAGE BUILDOUT	= 27.94 LF

**FLOOD ZONE:**

DESCRIBED PROPERTY LIES IN FLOOD ZONE "X". PER FEMA RATE MAP NO. 12031C0409J EFFECTIVE DATE NOVEMBER 2, 2018.

**ASPHALT MILLING AND OVERLAY NOTE**

- ALL ASPHALT AS SPECIFIED ON PLANS TO BE MILLED TO A DEPTH OF 1-INCH. PROPOSED ASPHALT OVERLAY ELEVATIONS BE FLUSH/EQUAL WITH TOP OF GUTTER, AT DRIVEWAY APRONS, AT THE EDGE OF PROPOSED CONCRETE DRIVE THROUGH SLAB, AND UTILITY TOPS.
- THERE ARE SEVERAL AREAS WITHIN THE PAVEMENT AREA TO BE OVERLAYED THAT HAVE DEGRADED OVER TIME TO A DEPTH GREATER THAN 1-INCH. ADDITIONAL ASPHALT DEPTH SHALL BE ADDED AS NEEDED TO ALLOW FOR POSITIVE DRAINAGE.
- CONTRACTOR TO ENSURE EXISTING PAVEMENT DRAINAGE PATTERN IS MAINTAINED UNLESS OTHERWISE SPECIFIED ON THE PLANS AND NOTATED WITH NEW HIGH POINT, SURFACE SWALE, AND/OR PAVEMENT ELEVATIONS.



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FIFTH THIRD BANK  
NEPTUNE BEACH  
626 ATLANTIC BOULEVARD  
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FL Cert. of Auth. No. 27889

REG. JOB NO. 15-4233-00  
NIST SAPPAPKAWD P.E.  
FL REG. NO. 64085

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ISSUE	BY	DATE	DESCRIPTION
	DR	02/17/26	ISSUE FOR PERMIT

**PROJECT INFORMATION BLOCK**

JOB # 250433

DATE 11/11/25

DRAWN BY: IEG

CHECKED BY: IEG

SHEET TITLE

SITE PLAN

SHEET NUMBER

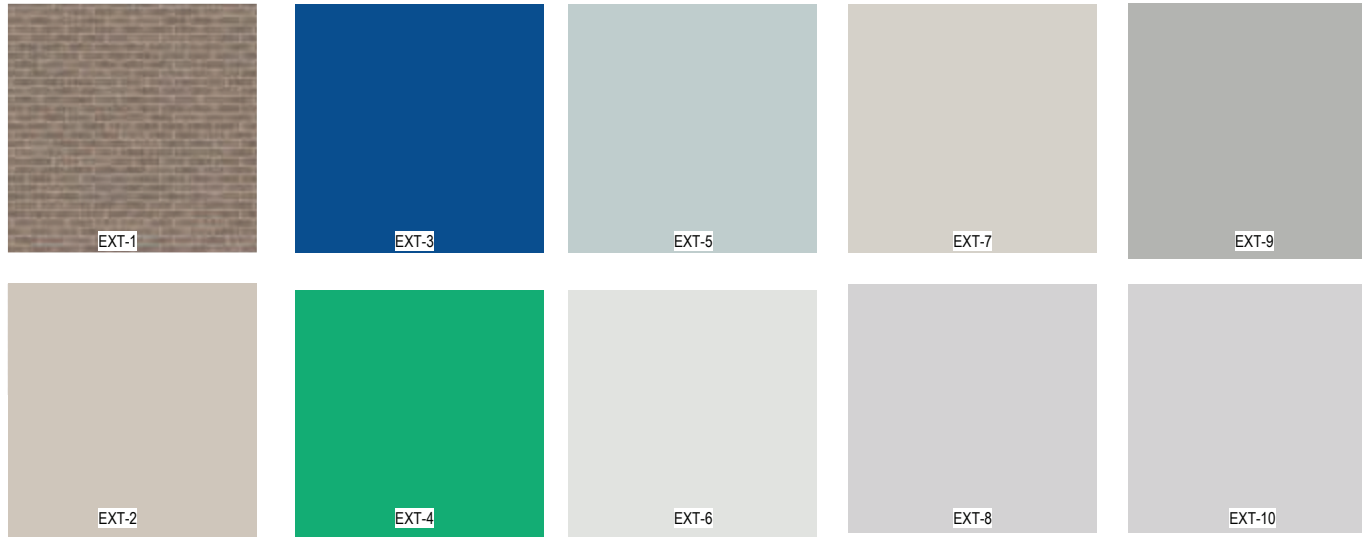
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**FIFTH THIRD**



#	LOCATION	MANUFACTURER	COLOR	COMMENTS
EXT-1	EXTERIOR WALL	ACME BRICK	SLATE GRAY	MORTAR MANUFACTURER: COOSA , MORTAR COLOR: OLD LIME PUTTY
EXT-2	EXTERIOR WALL	DRYVIT (FINE FINISH)	104 DOVER SKY	EIFS SYSTEM
EXT-3	WING WALL	ALCOA ARCHITECTURAL REYNOBOND	LIMESTONE	WINGWALL
EXT-4	WING WALL	ALCOA ARCHITECTURAL REYNOBOND	BUNNY GRAY	WINGWALL
EXT-5	EXTERIOR WALL	JAMES HARDIE MONTEREY TAUPE	TRADEWIND SW 6218	PAINT SIDING
EXT-6	EXTERIOR WALL	JAMES HARDIE MONTEREY TAUPE	ICE CUBE SW 6252	PAINT SIDING
EXT-7	EXTERIOR WALL	JAMES HARDIE MONTEREY TAUPE	GREY HERON SW 9566	PAINT SIDING
EXT-8	STOREFRONT	YKK AP STOREFRONT SYSTEM	ANODIC CLEAR	BASIS OF DESIGN: 2" X 4 1/2" YKK YES45 TJ CENTER SET - STOREFRONT
EXT-9	CANOPY	REYNOBOND	ANODIC CLEAR	COLORWELD 500 - CANOPY
EXT-10	COPING	PAC CLAD	ANODIC CLEAR	

**FIFTH THIRD BANK  
NEPTUNE BEACH**

626 Atlantic Blvd, Neptune Beach, FL 32266



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# FIFTH THIRD BANK NEPTUNE BEACH

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# FIFTH THIRD BANK NEPTUNE BEACH

626 Atlantic Blvd, Neptune Beach, FL 32266



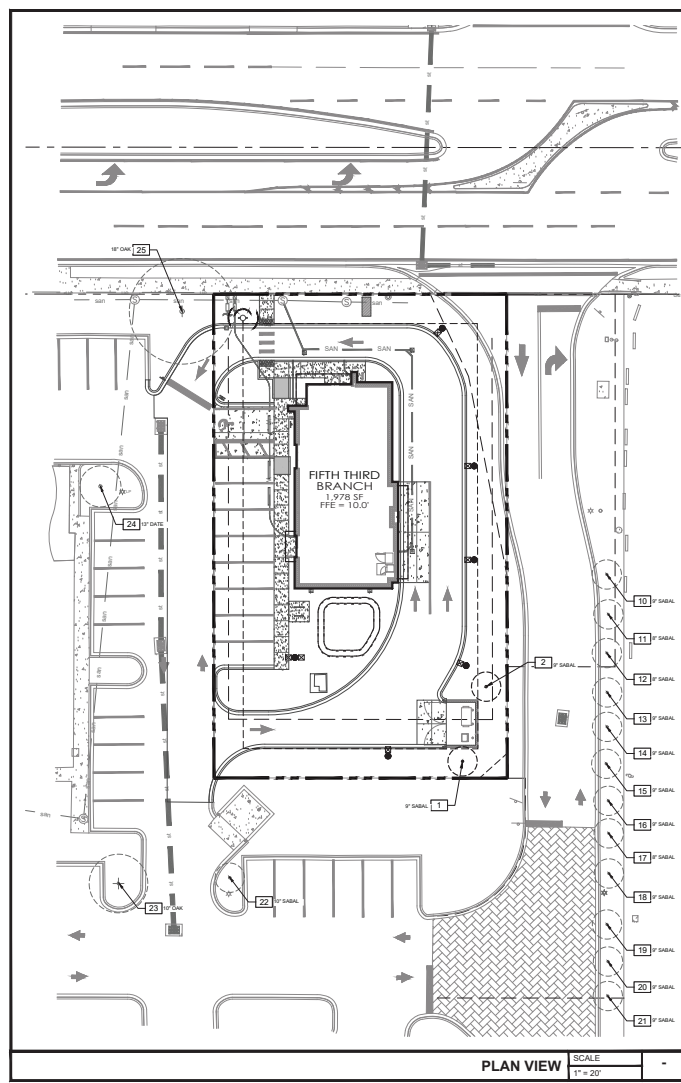
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**ON-SITE TREES (TO REMAIN / PROTECTED)**

NO.	TREE SPECIES *	DBH (INCH)	ACTION
1	SABAL PALM	9"	TO REMAIN - PROTECTED
2	SABAL PALM	9"	TO REMAIN - PROTECTED
<b>TOTALS: 18" (2) SABAL PALMS</b>			

● DELINEATED EXISTING TREES NOT DEPICTED ON THE SURVEY.

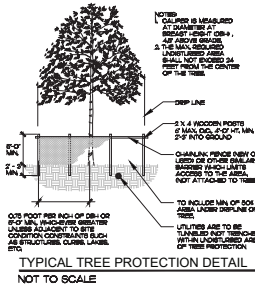
**OFF-SITE TREES (TO REMAIN - PROTECT AS NEEDED)**

NO.	TREE SPECIES *	DBH (INCH)	ACTION
10	SABVAL PALM	9"	TO REMAIN
11	SABAL PALM	8"	TO REMAIN
12	SABAL PALM	8"	TO REMAIN
13	SABAL PALM	9"	TO REMAIN
14	SABAL PALM	9"	TO REMAIN
15	SABAL PALM	9"	TO REMAIN
16	SABAL PALM	9"	TO REMAIN
17	SABAL PALM	8"	TO REMAIN
18	SABAL PALM	9"	TO REMAIN
19	SABAL PALM	9"	TO REMAIN
20	SABAL PALM	9"	TO REMAIN
21	SABAL PALM	9"	TO REMAIN
22	SABAL PALM	10"	TO REMAIN
23	OAK	10"	TO REMAIN
24	DATE PALM	18"	TO REMAIN
25	OAK	18"	TO REMAIN
<b>TOTALS: 156" (16) TREES</b>			

**PLEASE NOTE:**  
THE EXISTING TREE INFORMATION TO INCLUDE LOCATION, SPECIES AND CANOPY DROP LINE HAS BEEN TAKEN FROM A VARIETY OF SOURCES SUCH AS THE CERTIFIED SURVEY, GOOGLE EARTH, SITE OBSERVATIONS, AND SITE PHOTOGRAPHS, AND RELIED ON BY THE LANDSCAPE ARCHITECT.

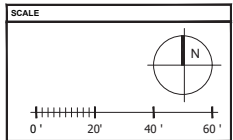
**General Notes**

- THE EXISTING TREE LOCATIONS AND SPECIES DATA OBTAINED WITHIN THE LANDSCAPE SURVEY SHALL BE THE BASIS FOR THE EXISTING TREE SURVEY DATA PROVIDED HEREIN. THE SURVEY SHALL BE CONDUCTED BY A LICENSED LANDSCAPE ARCHITECT.
- THE TREE CANOPY SHOWN ON THIS PLAN IS AN ESTIMATE AND IS DRAWN AT 1/4" SCALE FOR 1" DBH. IT IS RELATIVELY ACCURATE, BUT ON-SITE VERIFICATION MAY BE REQUIRED.
- A CERTIFIED ARBORIST, NOT THE LANDSCAPE ARCHITECT, IS RESPONSIBLE FOR ANY TREE EVALUATION IF REQUIRED BY THE JURISDICTION.
- THE AREA WITHIN THE DROP LINE OF EXISTING TREES AND/OR PALMS SCHEDULED TO REMAIN AND BE PROTECTED SHALL BE UNOBTAINABLE.
- THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE DROP LINE OF PROTECTED TREES AND/OR PALMS:
  - INSTALLATION OF MAINTENANCE AND VEHICLE TRAVEL OR PARKING.
  - LANDSCAPE UTILITIES.
  - GRADE CHANGES, CONSTRUCTION OF SOIL OR ELEVATION.
  - STORAGE OR CONSTRUCTION MATERIALS.
- THE TREE PROTECTION BARRICADES SHALL CONSIST OF A MINIMUM HEIGHT OF 42 INCHES AND BE PLACED AT THE CORNER LOCATIONS OBSERVED AND APPROVED BY THE JURISDICTION.
- IF POSSIBLE, BARRICADES SHALL BE INSTALLED AT A MINIMUM DISTANCE FROM THE BASE OF THE TREES AND/OR PALMS TO BE PRESERVED AS FOLLOWS:
  - TERRAPALMS 10-IN OR LESS DBH < 4 FT; MIN. FROM BASE OF TREE TO BE PROTECTED.
  - TERRAPALMS GREATER THAN 10-IN DBH < 4 FT; PLUS 1 FT. FOR EACH ADDITIONAL INCH DBH GREATER THAN 10 IN FROM BASE OF TREE TO BE PROTECTED.
- TREE PROTECTION BARRICADES SHOULD BE INSTALLED AT THE DROP LINE OF THE TREE WHEN POSSIBLE. IF EXISTING CONDITIONS WARRANT, THE BARRICADES AT THE DROP LINE SHOULD BE INSTALLED OPPOSITE TO PROTECT ADJACENT TREES AS NEEDED.



**NOTES:**  
1. ALL EXISTING TREES TO BE PROTECTED DURING AND COURSE ANY CONSTRUCTION AS FOLLOWS:  
a. THE MINIMUM TREE PROTECTION BARRICADES SHALL BE INSTALLED AROUND ALL TREES TO REMAIN WITHIN THE DROP LINE AND COURSE OF CONSTRUCTION AND SHALL REMAIN UNTIL THE COMPLETION OF THE WORK.  
b. TREE PROTECTION SHALL COMPLY WITH THE JURISDICTION REGULATIONS.  
c. NO MATERIALS, TOOLS, EQUIPMENT OR CHEMICALS SHALL BE STORED, OPERATED, DUMPED, BLADED OR PLACED WITHIN THE PROTECTED AREA.  
d. NO ATTACHING DEVICES OTHER THAN PROTECTIVE GUTS, BRANCH BRUSH OR RESULTS SHALL BE ATTACHED TO A PROTECTED TREE.  
e. PROTECTED TREES SHALL BE PRUNED TO MAINTAIN THE CANOPY, BRUSH AND RESULT SHALL BE REPAIRED AS NECESSARY TO MAINTAIN THE TREE'S HEALTH AND TO STIMULATE BOOT GROWTH.  
f. ANY DAMAGE TO TREE CANOPY OR ROOT SYSTEM SHALL BE REPAIRED AS NECESSARY TO MAINTAIN THE TREE'S HEALTH AND TO STIMULATE BOOT GROWTH.  
g. UTILITIES ARE TO BE IDENTIFIED AND MARKED WITHIN UNOBTAINABLE AREAS OF TREE PROTECTION.

- KEY**
- EXISTING TREE/PALM TO BE REMOVED
  - EXISTING TREE/PALM I.D., TAG DBH & COMMON NAME
  - EXISTING TREE/PALM TO REMAIN
  - EXISTING OFF-SITE TREE/PALM
  - TPZ - TREE PROTECTION ZONE



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**FIFTH THIRD**

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REG. JOB NO. 15-423.00

SEAL: PATRICK D. CUNNINGHAM  
FL REG. NO. LA0001669

DATE

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**PROJECT INFORMATION BLOCK**  
JOB #: 250433  
DATE: 11/11/25  
DRAWN BY: PDC  
CHECKED BY: PDC

SHEET TITLE

TREE INVENTORY PLAN

SHEET NUMBER

LPO2.01

**NOTES**

1. PROVIDE TREE ROOT BARRIERS AS A MECHANICAL BARRIER AND SOFT DESTRUCTIVE TO PREVENT TREE ROOTS FROM DAMAGING MANHOLES AND LANDSCAPING FEATURES BY CLIMBING TO CREATE UNWANTED SIZES OF CRACKS FOR SUBSEQUENT ROOT BALLS SURROUND PLANTING UTILITY OR SMALL ANCHORING OBJECTS. BARRIERS SHALL BE ADJUSTED TO THE SIDE OF THE TREE UNDER PLANTING SITE.

**A. MATERIALS**

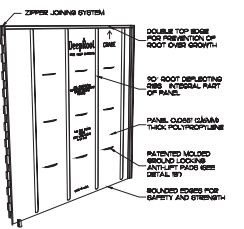
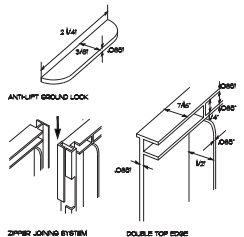
1. THE CONTRACTOR SHALL PURCHASE AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE PRODUCT #18 PFC-100. AND 1/2" THICK. ALL AREAS MANUFACTURED BY DEEP ROOT BARRIERS, L.L.C. LONDON, OH. ALL BARRIERS SHALL BE BLACK, FLUORINATED POLYMER PANELS OF 100% POLYPROPYLENE OR APPROVED EQUAL. THE BARRIERS SHALL BE MANUFACTURED WITH A MINIMUM 60 PSI COMPACTION RESISTED POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS. RECTANGULAR EACH PANEL SHALL HAVE:

**B. CONSTRUCTION AND INSTALLATION**

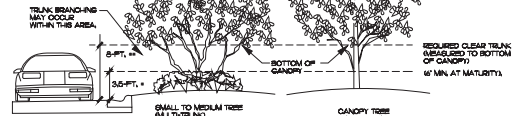
1. THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAWINGS. THE VERTICAL ROOT DESTRUCTIVE USE SHALL BE 1/2" DOUBLE EDGE. THE ROOT BALLS TO THE TOP OF THE DOUBLE EDGE SHALL BE MADE OF GALVANIZED STEEL. THE BARRIERS SHALL BE CONNECTED TO FORM A CIRCLE AROUND THE ROOT BALL OR WALLS EMBEDDED WITHIN A 1/4" GAP AND PLACED ALONG THE ADJACENT MANHOLES.

**TYPICAL ROOT BARRIER INSTALLATION**

NOT TO SCALE

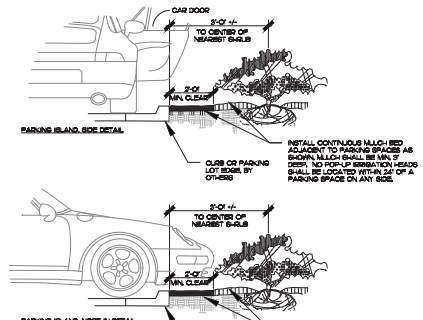


ROOT CLEAR SIGHT TRIANGLE  
 \* 5'-0" HGT.  
 \* 85'-0" HGT.



**CLEAR TRUNK WITHIN SIGHT TRIANGLE DETAIL**

NOT TO SCALE



**PARKING SPACE/CURB PLANTING**

NOT TO SCALE

**65596 LIGHTING, MIRRORS, LANDSCAPING**

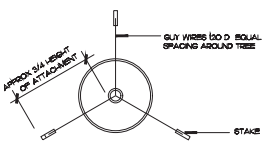
1. BAGS OPERATOR OR OTHER PERSON RESPONSIBLE FOR AN AUTOMATED TELLER MACHINE PLUMBANT TO BE RESPONSIBLE FOR PROVIDING LIGHTING DURING THE HOURS OF DARKNESS WITH RESPECT TO AN OPEN AND OPERATING AUTOMATED TELLER MACHINE AND ANY DEFINED PARKING AREA, ACCESS AREA, AND THE EXTERIOR OF AN ENCLOSED AUTOMATED TELLER MACHINE INSTALLATION, AS FOLLOWS:

- (A) THERE SHALL BE A MINIMUM OF 10 CANDLEFOOT POWER AT THE FACE OF THE AUTOMATED TELLER MACHINE AND EXTENDING IN AN UNOBTSTRUCTED DIRECTION OF TWO (2) FEET.
- (B) THERE SHALL BE A MINIMUM OF 3 CANDLEFOOT POWER WITHIN 50 FEET IN ALL UNOBTSTRUCTED DIRECTIONS FROM THE FACE OF THE AUTOMATED TELLER MACHINE. THE AUTOMATED TELLER MACHINE IS LOCATED WITHIN 10 FEET OF THE CORNER OF THE BUILDING AND THE AUTOMATED TELLER MACHINE IS GENERALLY ACCESSIBLE FROM THE ADJACENT SIDE, THERE SHALL BE A MINIMUM OF 3 CANDLEFOOT POWER ALONG THE FIRST 40 UNOBTSTRUCTED FEET OF THE ADJACENT SIDE OF THE BUILDING.
- (C) THERE SHALL BE A MINIMUM OF 2 CANDLEFOOT POWER IN THAT PORTION OF THE DEFINED PARKING AREA WITHIN 60 FEET OF THE AUTOMATED TELLER MACHINE.
- (D) THE OPERATOR SHALL PROVIDE REFLECTIVE MIRRORS OR SURFACES AT EACH AUTOMATED TELLER MACHINE WHICH PROVIDE THE CUSTOMER WITH A REAR VIEW WHILE THE CUSTOMER IS ENGAGED IN USING THE AUTOMATED TELLER MACHINE.
- (E) THE OPERATOR OR OTHER PERSON RESPONSIBLE PLUMBANT TO BE RESPONSIBLE FOR AN AUTOMATED TELLER MACHINE SHALL INSURE THAT THE HEIGHT OF ANY LANDSCAPING, VEGETATION, OR OTHER PHYSICAL OBSTRUCTIONS IN THE AREA REQUIRED TO BE LIGHTED PLUMBANT TO SUBSECTION (B) FOR ANY OPEN AND OPERATING AUTOMATED TELLER MACHINE SHALL NOT EXCEED A HEIGHT EXCEPT THAT TRIMMED TO A HEIGHT OF 10 FEET AND BRANCH DIAMETERS ARE LESS THAN 2 FEET AND MAINTAIN PHYSICAL OBSTRUCTIONS EXCLUDED BY STATUTE, LAW, CODE, ORDINANCE, OR OTHER GOVERNMENTAL REGULATION SHALL NOT BE AFFECTED BY THIS SUBSECTION.

65597 (B) EXCEPT AS EXPRESSLY PROVIDED, THE PROVISIONS OF THIS SECTION AND 65.05596-05596A SUPERSEDE AND PREEMPT ALL LOCAL ORDINANCES, CODES, OR ORDINANCES OF ANY CITY, COUNTY, MUNICIPALITY, OR OTHER POLITICAL SUBDIVISION OF THE STATE AND OF ANY LOCAL AGENCY REGARDING CUSTOMER SAFETY AT AUTOMATED TELLER MACHINES LOCATED IN THE STATE.

**FLORIDA STATE STATUTES**

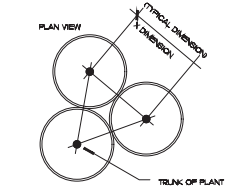
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(UNDER 16'-0" HT.)

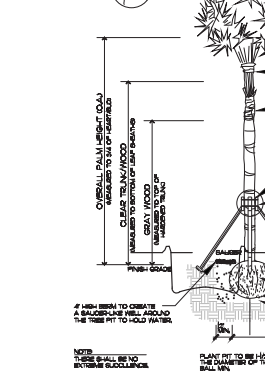
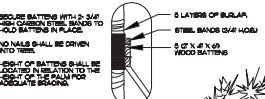
**TYPICAL TREE GUYING DETAIL**

NOT TO SCALE



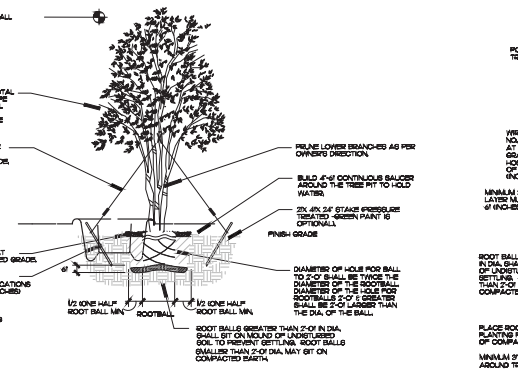
**TYPICAL PLANT SPACING DETAIL**

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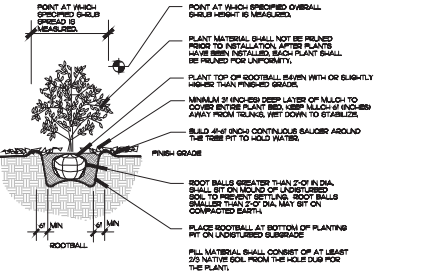
**TYPICAL PALM PLANTING DETAIL**

NOT TO SCALE



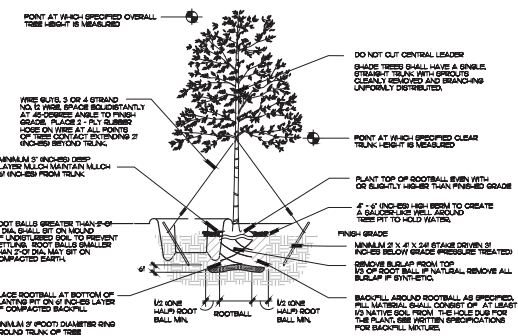
**TYPICAL IRREGULAR/MULTI-TRUNK TREE PLANTING DETAIL**

NOT TO SCALE



**TYPICAL SHRUB/ GROUNDCOVER PLANTING DETAIL**

NOT TO SCALE



**TYPICAL TREE PLANTING DETAIL**

NOT TO SCALE

60 HOURS BEFORE DRIVING  
 CALL TOLL FREE  
 811  
 SUB-SESSION  
 NOT NEARBY CENTER

PATRICK D. CUNNINGHAM, L.L.C.  
 400 N. Ashley Drive, Suite 400  
 Tampa, FL 33602  
 (813) 353-7687

**bdg**  
 architects

400 N. Ashley Drive, Suite 400  
 Tampa, FL 33602  
 (813) 353-7687

**FIFTH THIRD**

FIFTH THIRD BANK  
 NEPTUNE BEACH  
 626 ATLANTIC BOULEVARD  
 NEPTUNE BEACH, FLORIDA 32266

INFINITY ENGINEERING  
 1208 East Kennedy Boulevard  
 Tampa, Florida 33602  
 (813) 443-4729  
 (813) 443-4211  
 www.infinityeng.com  
 FL Cert. of Auth. No. 27899  
 REG. JOB NO. 15-423.00

SEAL: PATRICK D. CUNNINGHAM  
 FL REG. NO. LA0001669

DATE	DESCRIPTION
02/17/26	ISSUE FOR PERMIT

DATE	DESCRIPTION
02/17/26	ISSUE FOR PERMIT

DATE	DESCRIPTION
02/17/26	ISSUE FOR PERMIT

PROJECT INFORMATION BLOCK  
 JOB # 250433  
 DATE 1/11/26  
 DRAWN BY PDC  
 CHECKED BY PDC

LANDSCAPE DETAILS  
 LP03.01

# Fifth Third Bank

---

Design Concept Proposal

Ernesto Maranje

March 2026

ERNESTO  
MARANJE

# Overview

- Artist overview..... 3
- Design concept..... 4
- Design concept details..... 6
- Design concept  mural examples..... 8
- Materials & timeline..... 14
- Work area requests & maintenance plan.....17

## Artist overview: Ernesto Maranje

- Ernesto Maranje is an artist and muralist from Miami, Florida. He currently lives in Sunrise, Florida.
- His work explores flora and fauna, biological evolution, and plant and animal relationships. He renders these ideas with acrylic and spray paint on large-scale murals and canvas.
- He has painted murals throughout the U.S. and abroad, including countries like Ukraine, Iraq, Jordan, Lebanon, Greece and Spain.
- Ernesto has worked on many public art projects with cities, arts and cultural divisions, schools, universities, non-profits and NGOs.
- He has worked with brands like Chase, Chewy, Cirque du Soleil, Disney Springs, Johnnie Walker and Starbucks and organizations like Big Brothers Big Sisters, Port Everglades, the University of Florida and the UN Refugee Agency.



ERNESTO  
MARANJE

# Design concept

ERNESTO  
MARANJE



Side view

ERNESTO  
MARANJE

Corner view



ERNESTO  
MARANJE



Front view

ERNESTO  
MARANJE

# Design concept details

ERNESTO  
MARANJE



## Design description

- Description:
  - **Elements:** The design will feature many species found in Neptune Beach
    - Brown Pelican, sea turtle, flora
  - **Design:** The composition will be both visually dynamic and grounded in themes of neighborhood pride, community spirit, and unity, helping establish the site as a memorable and uplifting destination.
- Style:
  - **Style:** The mural will be painted in Ernesto's colorful style with organic elements weaved throughout.
  - **Mood:** The overall mood will be warm, uplifting, and inviting, family-friendly and energetic, while also conveying serenity, connection, and a strong sense of community.
  - **Vision:** A mix of shapes, colors, abstraction, and various rendering styles add interest to the piece.
- Inspiration:
  - **Theme:** Community, neighborhood connection, and unity expressed through wildlife and natural elements
  - **Local Wildlife:** Featured elements include wildlife that reflects the character of the surrounding region, helping create a welcoming mural that celebrates connection, shared identity, and a sense of place.

ERNESTO  
MARANJE

Design concept   
mural examples

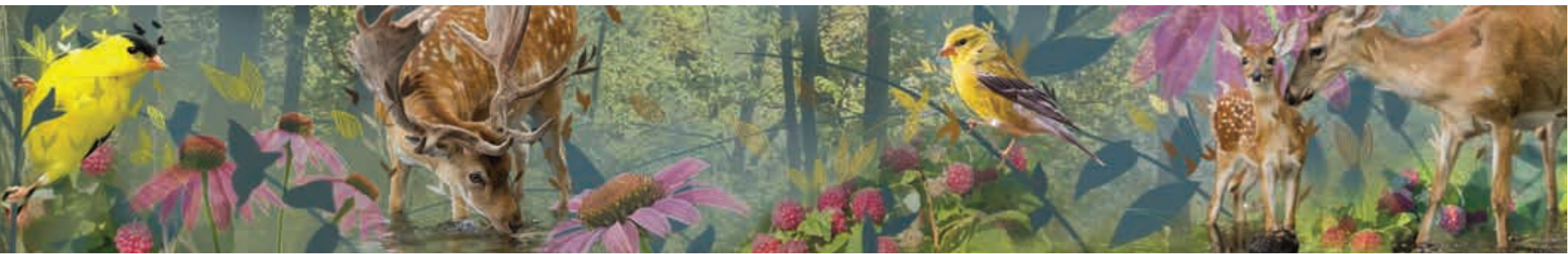
ERNESTO  
MARANJE



## Design concept finished mural

- The design concept provides a plan for the finished mural, but it won't be an exact copy.
  - The design concept provides:
    - Subject matter
    - Composition
    - Color palette
  - The finished mural may:
    - Differ slightly
    - Include more detail
    - Have changes made to accommodate the wall and certain vantage points
- The following slides are examples of past design concepts and their completed murals to better understand the design process

ERNESTO  
MARANJE



Mockup

ERNESTO  
MARANJE

Completed mural  
*Where the Raspberries Grow* (2023) by Ernesto Maranje  
in Hopkins, MN



ERNESTO  
MARANJE



ERNESTO  
MARANJE

Mockup

Completed mural  
*Curiosity* (2021) by Ernesto Maranje  
in Miramar, FL



# Materials & timeline

# Materials

## Paint & varnish



### Step 1: paint

*Behr Premium  
Exterior Flat Paint + Primer*

Most of the mural will be painted with Behr's Paint + Primer, a great quality exterior, flat medium. This paint is water-based and very durable.



### Step 1: paint

*Montana Gold Acrylic  
Professional Spray Paint*

Montana Gold spray paint will be used for detailing. This is a high-quality, water-based spray.



### Step 2: varnish

*Sherwin Williams  
Sher-Clear*

This waterborne acyclic clear coat offers excellent UV protection and minimal maintenance.

# Timeline

Estimated timeframe: three weeks

*Prep, sketch & fill, render, detail, varnish, clean up*



# Work area requests & maintenance plan

# Work area requests

- Knowledge of:
  - Site hours and/or any access restrictions
- Access to:
  - Water and drain
  - Electricity
  - Bathroom
  - Dumpster/garbage
  - Small storage area onsite for paint and supplies (e.g. maintenance closet)
  - Any access codes/keys needed
- Preparation:
  - Designated area for lift
  - Area should be as clear as possible (landscaping, equipment, etc. should not be around mural area to keep them paint-free)
  - Wall should be ready to paint on start date (wall free of cracks and/or damage that would impede painting)
  - Wall should be free of insect and animal nests and infestations

Thank you! 😊

ERNESTO  
MARANJE

# Maintenance plan

## •Mural varnish:

- A final protective varnish coating will be applied. The varnish will protect the mural from the elements/UV. This will ensure the mural will last for years without fading.
- We will purchase the [Sherwin Williams Sher-Clear](#), or whatever varnish the city prefers □



## •Mural maintenance:

- There will be minimal maintenance and no special care instructions. Wash, if needed, with water/hose.

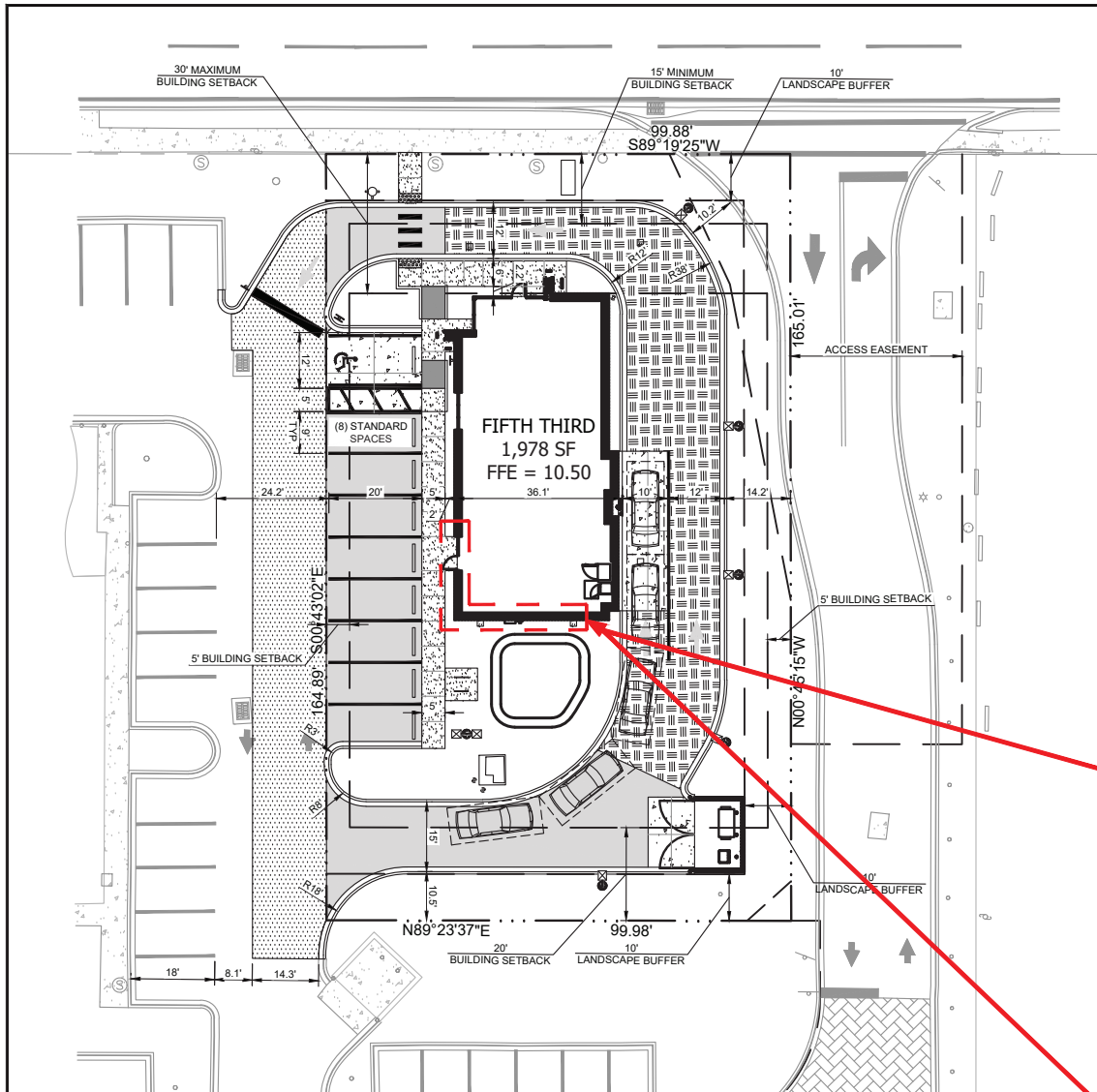
ERNESTO  
MARANJE



# Thank you!

For more information, please contact  
[hello@maranje.com](mailto:hello@maranje.com) or visit [maranje.com](http://maranje.com)

ERNESTO  
MARANJE



**SITE DATA**

SITE ADDRESS: 626 ATLANTIC BOULEVARD  
NEPTUNE BEACH, FLORIDA 32266

PIN: 172398-0100

BUILDING AREA: 1,978 SF BUILDING

ZONING: COMMERCIAL C-3

SITE AREA: 16,483 SF / 0.38 AC

EXISTING USE: RESTAURANT WITH DRIVE THRU

FUTURE USE: BANK WITH DRIVE THRU

**PARKING DATA**

BANK PARKING REQUIRED: 1 SPACE PER 400 SF OF G.F.A.  
1,978 SF x (1 / 400 SF) = 5 SPACES

TOTAL PARKING PROVIDED: STANDARD PARKING = 8 SPACES  
ACCESSIBLE PARKING = 1 SPACE  
TOTAL PARKING PROVIDED = 9 SPACES

PARKING SPACE SIZE: 9' x 20' MINIMUM

DRIVE THROUGH QUEUE: FIVE CARS STACKING

LOADING ZONE: \*NOTE-FINANCIAL INSTITUTIONS DO NOT USE  
LOADING ZONES FOR SECURITY PURPOSES  
DELIVERY TRUCK WILL PARK DIRECTLY IN FRONT  
OF MAIN ENTRANCE.

**LANDSCAPE REQUIREMENTS**

LANDSCAPE BUFFER - FRONT (ATLANTIC BLVD.)	= 10'	REQUIRED
LANDSCAPE BUFFER - SIDE (EAST)	= 10' (VEHICULAR USE)	
LANDSCAPE BUFFER - SIDE (WEST)	= 0'	
LANDSCAPE BUFFER - REAR (SOUTH)	= 10' (VEHICULAR USE)	

**BUILDING REQUIREMENTS**

BUILDING SETBACK - FRONT (ATLANTIC BLVD.)	= 15' MIN. / 30' MAX.	REQUIRED
BUILDING SETBACK - SIDE (EAST)	= 5'	
BUILDING SETBACK - SIDE (WEST)	= 5'	
BUILDING SETBACK - REAR (SOUTH)	= 20'	
REQUIRED BUILDING FRONTAGE BUILDOUT	= 60.00 LF (60% MIN.)	
PROVIDED BUILDING FRONTAGE BUILDOUT	= 27.94 LF*	
*VARIANCE WILL BE REQUIRED*		

**FLOOD ZONE:**  
DESCRIBED PROPERTY LIES IN FLOOD ZONE "X", PER FEMA RATE MAP NO. 12031C0409J EFFECTIVE DATE NOVEMBER 2, 2018.

ARCHITECT/ ENGINEER OF RECORD

BDG ARCHITECTS  
400 N Ashley Dr Ste 600  
Tampa, Florida 33602

P: 813.323.9233  
F: 813.323.9238  
www.bdgflp.com

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FIFTH THIRD BANK  
NEPTUNE BEACH

626 ATLANTIC BOULEVARD  
NEPTUNE BEACH, FLORIDA 32266

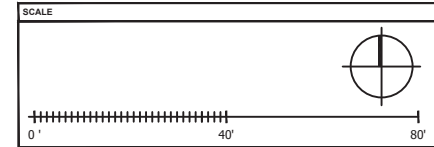


**LEGEND**

	PROPERTY LINE		NEW MILL AND OVERLAY
	EXISTING TO REMAIN		NEW PERVIOUS CONCRETE
	EXISTING CONCRETE TO REMAIN		SETBACK/BUFFER
	PROPOSED CONCRETE LESS THAN 6"		PROPOSED CURB
	PROPOSED CONCRETE 6" OR GREATER		PROPOSED CURB AND GUTTER
	NEW ASPHALT PAVEMENT		

APPROVAL SIGNATURE

SCALE



JOB NO. 250633

DATE: 03/19/26

DRAWN BY: IEG

SCALE: 1" = 60'

SHEET TITLE:

BUILDING MURAL

SHEET NUMBER:



**City of Neptune Beach**  
**Certificate of Concurrency**

**January 29, 2026**

**Project Name:** Third Bank Neptune Beach

**Project Address:** 626 Atlantic Boulevard, Neptune Beach, Florida 32266

**Project Description:** 1,900 square foot office building

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

A handwritten signature in blue ink that reads "Heather Whitmore".

**Heather Whitmore, AICP, PTP**  
*Community Development Director*  
City of Neptune Beach  
Community Development Department  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266

# Fast-Food Restaurant with Drive-Through Window (934)

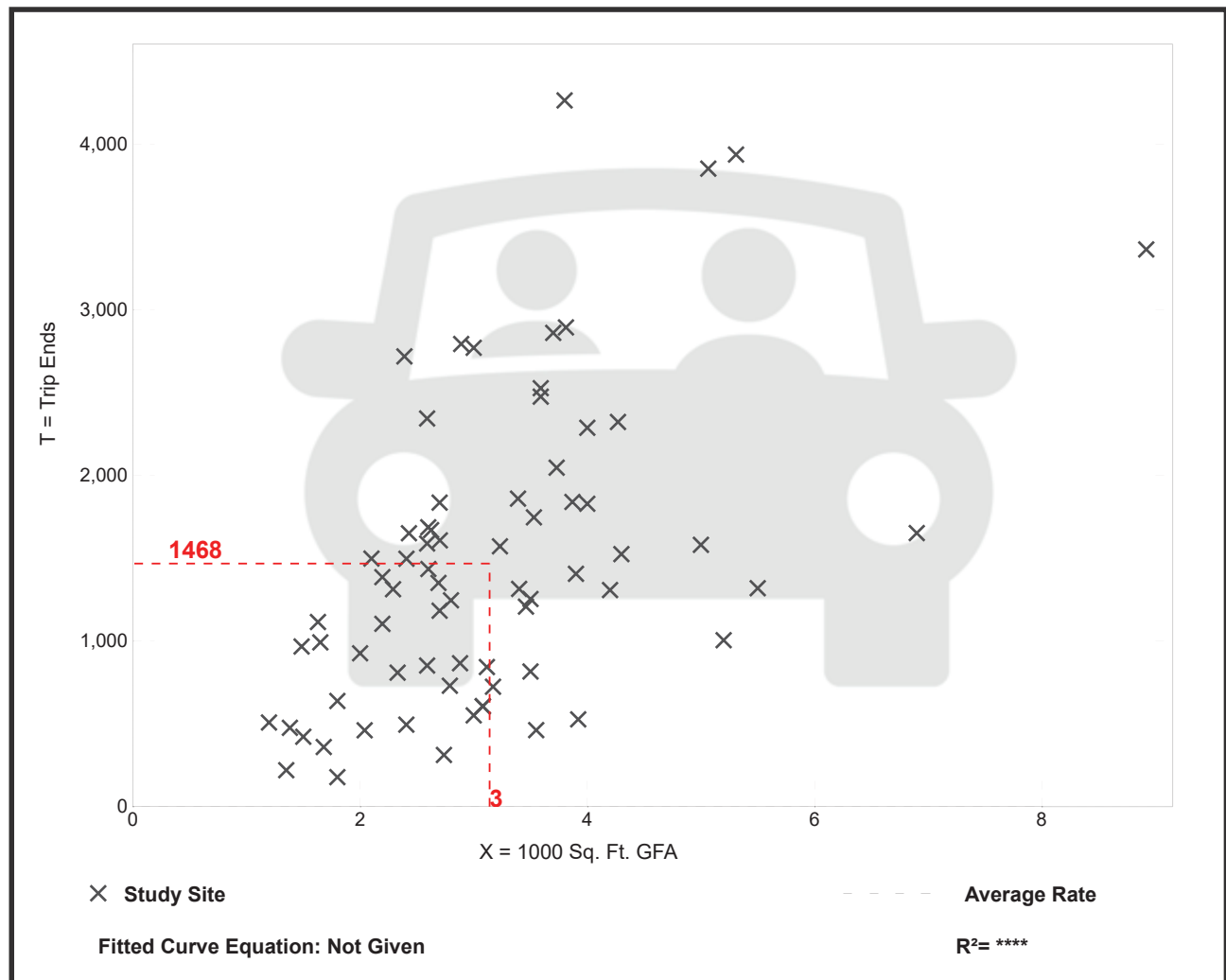
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Weekday

Setting/Location: General Urban/Suburban  
Number of Studies: 71  
Avg. 1000 Sq. Ft. GFA: 3  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
467.48	98.89 - 1137.66	238.62

## Data Plot and Equation



# Drive-in Bank (912)

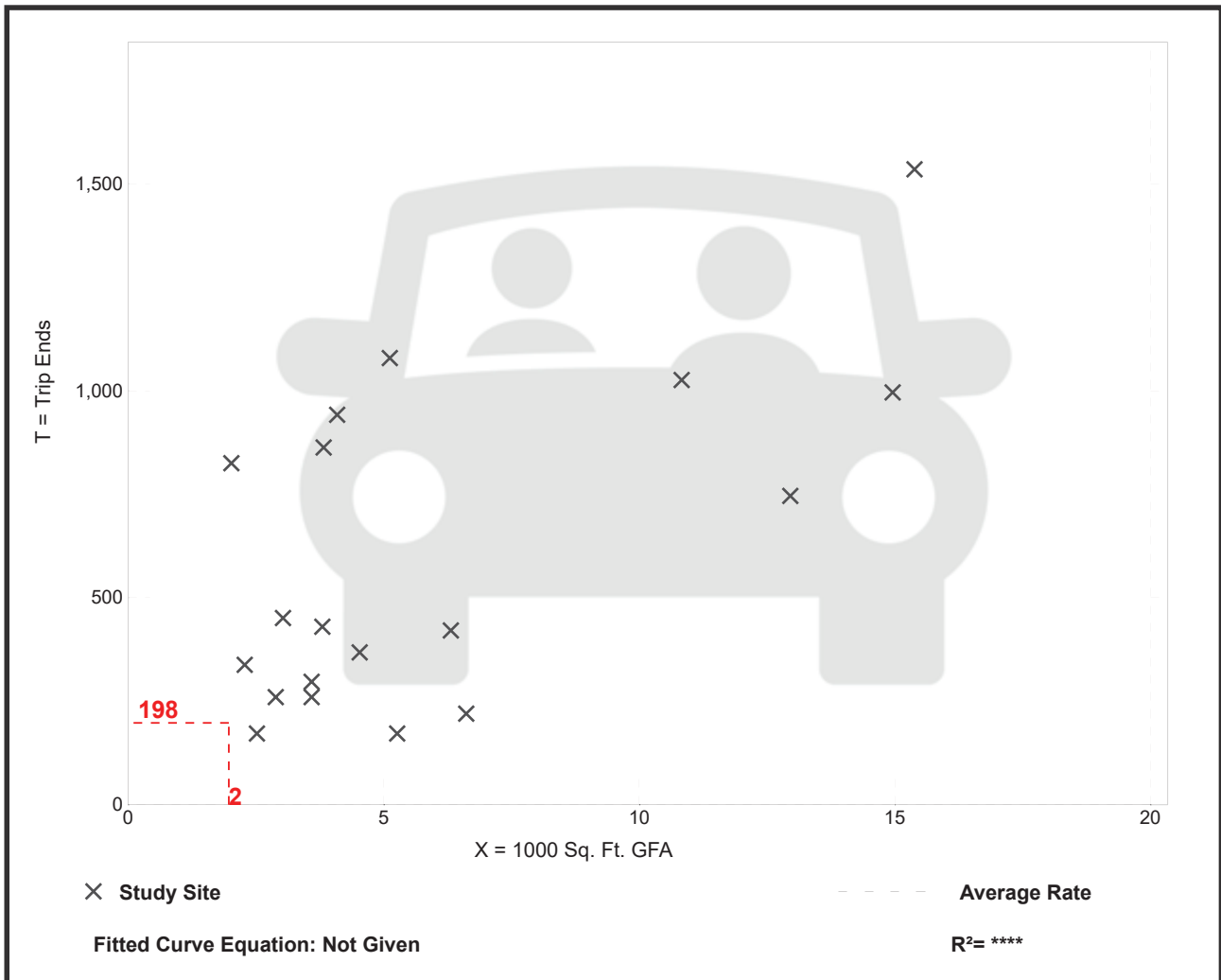
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday**

**Setting/Location: General Urban/Suburban**  
Number of Studies: 19  
Avg. 1000 Sq. Ft. GFA: 6  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
100.35	32.67 - 408.42	68.62

## Data Plot and Equation





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

January 28, 2026

Angelina Makowski  
BDG Architects, LLP  
400 North Ashley Drive, Suite 600  
Tampa, FL 33602

RE: Water and Sewer Availability  
Proposed Fifth Third Bank – 626 Atlantic Blvd, Neptune Beach, FL 32266

Dear Ms. Makowski

We have reviewed your Application for Concurrency Determination dated January 23, 2026, regarding water and sewer availability. The City has sufficient water and wastewater capacity to serve the 285 gal/day requested.

If a fire flow test is required, please have your contractor coordinate with city staff.

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

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

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

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



**COMMUNITY DEVELOPMENT BOARD  
APRIL 8, 2026 6:00 P.M.  
COUNCIL CHAMBERS  
116 First Street  
Neptune Beach, Florida 32266**

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held in person on Wednesday April 8, 2026 at 6:00 p.m. in the Council Chambers.

**Attendance** Board members were in attendance:  
Greg Swartzenberger, Chair  
Rene Atayan, Vice Chair  
Charley Miller, Member  
Hillary Weatherhead, Member  
Coral Messina, Member  
Tony Mazzola, Member  
Lynda Padrta, Member

The following staff members were present:  
City Attorney, Paul Waters  
Heather Whitmore, Community Development Director  
Dallas Alvarez, Administrative Assistant  
Catherine Ponson, City Clerk

**Call to Order & Roll Call** Chair, Greg Swartzenberger called the meeting to order at 6 p.m.

**Pledge** Pledge of Allegiance

**Minutes** Approval of Minutes for March 11, 2026 meeting.  
Made by Atayan, seconded by Weatherhead.

**MOTION: TO APPROVE MARCH 11, 2026 MINUTES, AS SUBMITTED.**

Roll Call Vote:  
Ayes: Miller, Weatherhead, Atayan, Swartzenberger, Mazzola, Padrta  
Noes: 0  
Abstain: Coral Messina

## **MOTION CARRIED**

**Ex Parte Communication** None

**Swearing In** City Clerk Catherine Ponson swore in anyone who would be appearing before the board.

**DP26-03** Application for Open-Air Markets as outlined in Chapter 17 Sale Article III. "Temporary Open-Air Sales and Markets" of Neptune Beach for Here Tomorrow's 2nd Annual ECHO Fair at Jarboe Park, Neptune Beach, Florida. The applicant requests a permit to hold an open-air market at Jarboe Park on August 22,

### **BACKGROUND**

Application for Open-Air Markets as outlined in Chapter 17 Sale Article III. "Temporary Open-Air Sales and Markets" of Neptune Beach for Here Tomorrow's 2<sup>nd</sup> Annual ECHO Fair at Jarboe Park, Neptune Beach, Florida. The applicant requests a permit to hold an open-air market at Jarboe Park on *August 22, 2026*.

### **DISCUSSION**

Article III. Temporary Open-Air Sales And Markets Sec. 17-37. Requirement of plans and specifications states (code attached): "*Prior to the issuance by the city manager of a permit for any open-air market, it shall be necessary for the person or persons, or any other entity seeking to have the open-air market, to submit to the community development board plans and specifications showing layout, site plan, parking plan, traffic control and ingress/egress plans, floor requirements, height of displays, restroom facilities, liability insurance; procedures to protect against insects or rodents; procedures relating to cleanliness; maintenance and disposal of debris or garbage, including dumpster requirements; signage construction or electrical and other utility requirements, including portable water, and any other information required by the community development board. The community development board shall have the authority to place any and all appropriate restrictions on the operation of an open-air market. The community development board shall conduct a hearing on the application for the open-air market and shall forward its recommendations on the application to the city manager.*"

### **FINDINGS:**

**1. Specifications showing layout, site plan, parking plan, traffic control and ingress/egress plans:**

Site plan attached, as provided by applicant showing layout, site plan, parking plan, traffic control and ingress/egress plans.

**2. Floor requirements:**

Placement of tents & tables (staked or weighted to ground) at Resource Fair  
Placement of tents & tables (staked or weighted to ground) at Mindful Market

Placement of activities (may include tables placed onto ground)

**3. Height of displays and Signage:**

Yard sign standard 1.5 x 2ft & banner dimensions (8ft W x 3ft H) - use cord to hang from the two trees directly behind the Jarboe Park sign. Pipe & Drape to hang banner (~10ft W x 8ft H)

Resource Fair & Mindful Market: Vendors to be instructed that signs must not be taller than 10' in height

**4. Restroom facilities:**

Restrooms located at Neptune House

**5. Procedures to protect against insects or rodents; procedures relating to cleanliness; maintenance and disposal of debris or garbage, including dumpster requirements;**

All staff & volunteers will be directed to dispose of all waste (their own & others') into garbage cans throughout the event. Vendors will agree to follow all procedures, including those listed herein related to cleanliness & protection against insects/rodents. Volunteer Team to walk park at close of event to collect any & all remaining trash/waste throughout park.

Rented garbage units (7) will be placed throughout the park the morning of the event (7/8am)

Rented garbage units (7) will be removed from the park at the end of the event (2/3pm)

All garbage to be disposed of into the dumpster unit at 910 3 St. (Here Tomorrow's facility across from Jarboe Park)

Placement/specifications of garbage units (& dumpster): See page 6

**6. Construction or electrical and other utility requirements, including portable water:**

Electricity from Neptune House for speakers/music. Water fountain at Neptune House to be available in addition to provided water bottles.

**CONCLUSION:** Staff recommends approval of Here Tomorrow's 2nd Annual ECHO Fair at Jarboe Park on August 22, 2026. Colin Moore, Park's Director, and Blake West, City Arborist, have reviewed and approved plan as attached.

Charley Miller asked about the food trucks parking on the grass and sidewalk.

Heather Whitmore answered that Blake West and Colin Moore chose the location for the food trucks and it is unknown if it would be possible to change the location because it may be a challenge to keep the food trucks from blocking the road.

Coral Messina asked about bathroom facilities and how many there would be. She believes there needs to be more restroom facilities.

Heather Whitmore answered that someone would be manning the bathrooms.

Heather Whitmore reminded the board that approval wasn't needed that night and the board can also conditionally approve the market.

Greg Swartzenberger asked if this was their second event.

Heather Whitmore responded that this is their first full-scale market.

Greg Swartzenberger asked if there is a fee that the market pays to host their event at Jarboe Park.

Heather responded that she has no knowledge of a fee.

Rene Atayan asked if there was a vender list.

Heather Whitmore answered no.

Greg Swartzenberger pointed out that on the overview page of their packets there is a general vender list but nothing specific.

Rene Atayan asked about things not wanted at the market and gave examples. She explained that she didn't want to approve of something that was outside of the normal code.

Greg Swartzzenberger asked if this is the first private market in the park.

Heather Whitmore answered yes. She went on to point out the code section 17.48 in the packet that has the vender standards.

Rene Atayan told the board that she wanted to be sure that all vendors are selling legal products.

Attorney Paul Waters responded that it is implied that if anything illegal is sold there are recourses such as the police.

Rene Atayan said that she has 3 issues. How we are treating landscaping that the city is spending a lot of money on. She agrees that more bathroom facilities need to be available and that the vender list complies with the law. Coral Messina spoke about vendors and insurance.

Heather Whitmore answered that all vendors must be insured and provide their own documentation showing their licenses and insurances.

Paul Waters explained that the vendors must be content neutral but make sure that all properly licensed and insured.

Rene Atayan asked about the vendors handling all their own garbage.

Heather Whitmore answered yes, that is the commitment they've made. They will haul all the garbage in trailers and have their own dumpster available.

Lynda Padra referenced page 1 in the packet showing a map and overflow parking at the church. She asked if there is a formal agreement from the church

since it is private property. Lynda stated that sufficient parking is one of the criteria for approval.

Heather Whitmore said that she doesn't have a copy of a parking agreement but that doesn't mean there isn't one. She clarified with Lynda Padra that she can ask the market to demonstrate a shared parking agreement for the event that day. Ms. Whitmore acknowledged the four main points that the board had concerns with and reminded them that she can take these matters to the applicant and they can continue this conversation later when the applicants are there to respond.

Greg Swartzenberger pointed out that the applicants are using every part of the park for this event. He said that it would be a good idea if the applicants were available to walk the board through their plans and answer questions since this is the first event.

Rene Atayan asked about public awareness and said she supports this event and wants to make it seamless.

Greg Swatzenber agreed and responded that there is appetite from the community to see the park activated in different ways and would like to make the process clear and easy.

Coral Messina referenced code 17-48. 3A6. She thinks that a tiered fee structure should be implemented to cover any additional expenses with set up, clean up, water, electricity and damages incurred.

Greg Swartzenberger disagreed. He felt that residents that are venders will feel as if they are already helping to pay for the park.

Heather Whitmore clarified this particular application doesn't have a fee but there is a special event permit fee. The city does have general liability insurance that covers property damage.

Coral Messina asked to discuss security requirements if not for now but in the future. She referenced the recent Teen Takeovers and the strain these events have had on taxpayers and law enforcement.

Rene Atayan said that maybe the police chief can give a recommendation on how to use our current staff for security since they are thinking about using the park in a more robust manner moving forward.

Lynda Padrta asked if the applicant had an estimate on the amount of people they a hoping to attend.

Ms. Whitmore answered no but offered to add another target item to her list for the applicants.

Charley Miller suggested that the food trucks be relocated to the north side of the park off Bay St.

Coral Messina followed with the suggestion of having the food trucks in a blocked off section of 5<sup>th</sup> St.

Heather Whitmore added the suggestion to her list and recommended to the board that they invite the Parks Director along with the applicant to the next meeting.

Rene Atayan said she gets nervous with too much activity being close to a street. It ups the level of security needed. Including adding bollards and barriers. Greg Swatzenberger said that the biggest suggestion is that the applicants need to come to a meeting if they want to have the market. It would be easier to ask direct questions instead of hypothesizing about issues that may come up.

Heather Whitmore responded that she has detailed comments from the board to give the applicant feedback. She will request a representative from the applicants to be present at the next meeting as well as the Parks Director to help respond to questions.

**MOTION:      TO CONTINUE APPLICATION DP26-03 TO BE HEARD ON MAY 13, 2026**

Made by Atayan, seconded Padrta.

Roll Call Vote:

Ayes: Miller, Messina, Weatherhead, Atayan, Swatzenberger, Mazzola, Padrta  
Noes:

**MOTION CARRIED**

**Ex Parte      None**  
**Communication**

**V26-03/SE26-01/DP26-04– 626 Atlantic Blvd (RE# 172398-0100) Fifth Third Bank**

**V26-03:** Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests a variance from table 27-239 C-3 frontage buildout to permit a 30% building frontage in lieu of the required 70% building frontage. The property is in the C-3 zoning district.

**SE26-01:** Application for art project as outlined in Chapter 27 Article XV Section 27-596 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests approval for mural. The property is in the C-3 zoning district.

**DP26-04:** Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests to establish a 1,978 square foot bank. The property is in the C-3 zoning district.

## **BACKGROUND**

The applicant requests a development plan approval to permit a 1,978 square foot bank building with associated parking, drive thru, and landscaping. The property is in the Commercial-3 (C-3) zoning district and has a Commercial-II comprehensive plan future land use designation. DP26-04 requires a concurrent review of associated variance V26-03 from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width, as well as a concurrent review of associated special exception SE26-01 for a mural in accordance with Section 27-596 Art Project. The proposed bank will be located at the former Kentucky Fried Chicken site. The property is shown in attached vicinity maps and is located adjacent to Seminole Shoppes Public Plaza, lying south of Atlantic Blvd. The 16,552 SF lot is 100' wide and 165' deep. The site's current impervious lot coverage is 70%, composed largely of concrete parking. The current 3,114 SF, 39' wide fast food restaurant will be demolished.

## **DISCUSSION**

The applicants representing Fifth Third bank requests to build a one-story, 20 foot high, 1,978 SF bank building with associated nine (9) onsite parking spaces and landscaping. The 1,978 SF bank building requires five (5) parking spaces based on one per 400/SF code minimum. The site will have nine (9) parking spaces total, as well as a drive-thru with a stacking and bypass lane. The parking lot will be densely landscaped with a grass and evergreen hedge, and a variety of elm, live oak, cypress, and red maple trees (as indicated in attached landscape plans). The proposed parking area will replace the site's existing concrete with pervious pavers to improve stormwater management conditions. The site's post-development impervious lot coverage will be reduced 68%. The project has been issued a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 198 trips per day, which is a 1,300 net reduction in daily trip volume down from the 1,468 trips generated by a 3,000 SF fast food drive thru restaurant.

### **Variance V26-03**

As stated, the applicant requests a variance from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width. The proposed building is approximately 30 feet wide and 60 feet deep.

The purpose of the variance is to rebuild on similar footprint as the existing building to allow adequate parking and drive through lane area. The site's 100' narrow width, combined with parking and driveway requirements leave only a narrow building pad area.

## Special Exception SE26-01

The applicant requests to approval of associated special exception SE26-01 for a mural in accordance with Section 27-596 Art Project, to allow an original Ernesto Maranje mural on the southern and west exterior walls (as shown below).

Sec. 27-596 (a) - Art project states:

“Proposed art projects must apply for a public art permit with the building department on the forms provided by the city and pay any associated permit fees before being placed on the community development board agenda. Any proposed art project in the commercial districts that in the opinion of a majority of the community development board is found to be public art that enhances the commercial district may be recommended to the city council for its approval. If approved by the city council, such an art project will be permitted as long as it is maintained in good condition. The city council may place conditions for approval on the proposed project. Any such art project which deteriorates over time shall be removed by the applicant at the sole discretion of the city council. The city manager or designee will determine if the application is complete before setting a date for the community development board to consider the application.”

### III. V25-05 FINDINGS:

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

a. Applicant Response: The unique hardship is a result of the rectangular shape of the property. While the square footage of the property is 16,406 square feet which confirms the minimum lot size of 15,000 SF the width of the street frontage is narrow at 100 foot wide.

b. Staff Response: The site is deep and narrow. The existing driveway and parking access easement cannot be adjusted, therefore the building layout options limit site orientation to require the shown north/south configuration.

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

a. Applicant Response: The proposed variance is necessary minimum based on the required parking sidewalk and drive lanes used to maneuver around the building.

b. Staff Response: The parcel can reasonably be used today under the current use without a variance. The requested building lot frontage variance is not the minimum necessary to permit use of the parcel or building. The building orientation is to allow driveway and parking accessibly on a lot with an existing access easement configuration.

3. The proposed variance would not adversely affect adjacent and nearby properties or the public in general.
  - a. Applicant Response: The proposed variance will not adversely affect adjacent properties or the public in general because the previous use of a fast food restaurant has a very similar configuration of parking sidewalk and Dr. lanes around the building.
  - b. Staff Response: The variance will not adversely impact adjacent and nearby properties.
4. The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.
  - a. Applicant Response: The proposed variance will enhance the character of property values because of the existing condition as an abandoning fast food restaurant. The proposed branch bank will be comprised of new construction new exterior lighting and security cameras which contribute to a safer environment as compared to the existing conditions.
  - b. Staff Response: The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site. The variance will allow a similar redevelopment of the site.
5. The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.
  - a. Applicant Response: The harmonious building features include scale proportion colors materials and lighting.
  - b. Staff Response: The variance request from the required building frontage is not in conflict with the general intent of the LDC.
6. The need for the variance has not been created by the actions of the property owner or developer nor is it the result of mere disregard for the provisions from which relief is sought.
  - a. Applicant Response: The need for the variance as a result of the existing conditions. It is simply not feasible to construct a 70 foot wide building on a 100 foot wide property.
  - b. Staff Response: The site's existing configuration and driveway and access easement limit the orientation options for the building.
7. Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.
  - a. Applicant Response: The existing conditions of the vacant fast food restaurant is not conforming to the 70% rule therefore granting at the proposed variance would simply maintain existing property configuration.
  - b. Staff Response: Granting the variance would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district. The site's existing configuration and driveway and access easement limit the orientation options for the building.

IV. SE26-01 FINDINGS:

Sec. 27-596 (b) - Art project states: In making their decisions, both the community development board and city council shall determine:

1. That the proposed art project will enhance the aesthetic beauty of the area of its proposed location;

The proposed mural is proposed specifically to enhance the aesthetic beauty of the area.

2. That the artist is capable of completing the work in accordance with the plan submitted as part of the application;

The artist has presented a clear installation outline and has experience preparing similar murals.

3. That the information in the application regarding the durability and expected maintenance of the proposed art project is correct;

The artist has prepared a materials list with exterior paint and varnish in order to provide long term durability and maintenance.

4. That the materials to be used and the manner of application will not require excessive maintenance by its owner.

The artist has prepared a materials list with exterior paint and varnish in order to provide long term durability and maintenance.

V. DP26-04 FINDINGS:

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

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

The proposed development plan is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses on all sides.

The proposed building will be in a modern architectural style. The bank site will be densely landscaped with a grass and evergreen hedge, and a variety of elm, live oak, cypress, and red maple trees. The proposed mural is provided to enhance the beauty of the building to contribute to the site's aesthetic impact.

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

Traffic: The project has been issued with a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 198

trips per day, which is a 1,300 net reduction in daily trip volume down from the 1,468 trips generated by a 3,000 SF fast food drive thru restaurant.

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

School: Not applicable

Drainage: A new on-site parking area will be constructed using concrete and “permeable” pavers to reduce the stormwater runoff leaving the site. St. Johns River Water Management District has issued an Environmental Resource Permit.

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

The proposed development plan is designed to be compatible with the surrounding area. The proposed bank building site plan complies with density, height, setback, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

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

The office site plan and building are consistent with comprehensive plan Commercial-II land use which states:

These areas shall include offices, professional services, and retail sales that serve the City and surrounding communities.

As stated, the applicant requests a variance from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width.

The purpose of the variance is to rebuild on similar footprint as the existing building to allow adequate parking and drive through lane area. The site's 100' narrow width, combined with parking and driveway requirements leave only a narrow building pad area.

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

The proposed development plan is designed to be compatible with the surrounding area. The proposed bank building site plan complies with density, height, setback, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

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

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

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

The proposed development plan is designed to be compatible with the surrounding area. The proposed bank building site plan complies with density, height, setback, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

## VI. STAFF RECOMMENDATION

Staff recommends approval of variance V26-03 from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30 foot wide office building in lieu of the required 70 foot building width.

Staff recommends approval associated special exception SE26-01 for a mural in accordance with Section 27-596 Art Project.

Staff recommends approval of the application for development plan DP26-04 to establish a 1,978 square foot bank.

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

Lynda Padrta asked if the ingress and egress is on the adjacent property and if there is an easement.

Heather Whitmore answered that the plaza has an easement agreement.

Richard Hernandez and Greg Wallen who were representing 5<sup>th</sup> 3<sup>rd</sup> Bank thanked Heather Whitmore for the fantastic presentation. They spoke about their in-house development team. They went over the mural that will be painted on the building and stayed with the coastal theme for the design. They explained that this location is a modified version of the normal 5<sup>th</sup> 3<sup>rd</sup> Bank and went on to speak about extra aesthetics with this location and the murals.

Rene Atayan said she thinks that recently there has been more understanding and flexibility for residents. Both parties have different realities. She said that the Board problem solves helping residents and there have been a lot of steps in the right direction. She followed with saying she is excited about this application and appreciates the mural as well as the landscaping in that area. She's glad that it's all being done properly and with high-end materials.

Lynda Padrta agreed with the board about the appearance with the new landscaping and murals. She also acknowledged the reduction of traffic in that area.

Charley Miller asked about an estimated completion date.

Applicant responded that it would be approximately 6 months.

Rene Atayan inquired about the services that will be provided at this 5<sup>th</sup> 3<sup>rd</sup> branch.

The applicant responded that the branch would be offering full-service banking, commercial loans, atm, drive thru banking, and is a retail forward facility.

**MOTION: TO APPROVE APPLICATION V26-03**

Made by Atayan, seconded Padrta.

Roll Call Vote:  
Ayes: Miller, Messina, Weatherhead, Atayan, Swartzenberger, Mazzola, Padrta  
Noes:

**MOTION CARRIED**

**MOTION: TO APPROVE APPLICATION SE26-01**

Made by Atayan, seconded Weatherhead.

Roll Call Vote:  
Ayes: Miller, Messina, Weatherhead, Atayan, Swartzenberger, Mazzola, Padrta  
Noes:

**MOTION CARRIED**

**MOTION: TO APPROVE APPLICATION DP26-04**

Made by Atayan, seconded Weatherhead.

Roll Call Vote:  
Ayes: Miller, Messina, Weatherhead, Atayan, Swartzenberger, Mazzola, Padrta  
Noes:

**MOTION CARRIED**

**Code**  
**Discussion** Sec.27-330. – Fences, walls and hedges ordinances update.

Heather Whitmore explained that this topic is N/A due to non-approval by council.

**Subcommittee  
Reports**

Rene Atayan commended the Historical Review Board by saying that they are knocking it out of the park and learning a lot. She said that there have been two applicants in the last 2 months that have worked their way through the application process. She thanked staff and asked about upcoming cases.

Heather Whitmore said that there has been a tremendous amount of interest and believes that the key is to listen, ask lots of questions and have open conversations with the applicants.

**Open  
Discussion**

Charley Miller asked about a variance that had been denied by their board and had gone before council.

Heather Whitmore clarified that this was about an interior setback variance.

Attorney Paul Waters followed with saying that the applicant had requested a vacation of the easement and relocation of a water line at the applicant's expense. All was approved by council. Mr. Waters stated that he was willing to speak with board members individually and provide the minutes for the council meeting pertaining to this property.

Greg Swatzenberger said that it seems like residential developers can now offer to move public utilities to make their development happen.

Paul Waters responded by telling the board that recently an ordinance had been started to be compensated for vacating easements so in the future the city will be paid for this.

Greg Swatzenberger answered that the word on the street is that a precedent has now been set that public utility lines can now be modified to accommodate private development if the expense is picked up.

Attorney Paul Waters explained that there is no precedence in land use and zoning. Every application is fact based, applicant based and specific to that application. Unlike a court case or statute that doesn't set precedence for later cases.

Hillary Weatherhead said there is an appearance of a precedence.

Lynda Padrta asked if there is a process to get permitting for this and getting the city's approval.

Paul Waters answered that everything required has been done to vacate the easement, get a new easement and use existing area. The property owner has done everything required by law to do what he's doing. The process had nothing to do with a variance.

Coral Messina asked how one legally vacates.

Paul Waters answered the city does a vacation of easement and the council votes on it. If approved a quit claim deed is filed.

Rene Atayan asked if that would change one's taxable property and cause a reassessment.

Heather Whitmore answered that it is possible. She explained that the property appraiser reaches out to our office monthly to get records of any land transactions and building permits.

Coral Messina asked if the city received any financial benefit for authorizing the vacation of easement.

Coral Messina asked if it was a discretionary decision by the city council that they could have declined.

Paul Waters answered yes, they could.

Greg Swartzenberger asked if it was a unanimous vote.

Paul Waters answered yes that it was a unanimous vote and a legislative decision.

Coral Messina asked if there were any parties that believe there is an abusive discretion, is there any remedy there.

Paul Waters answered yes and said there are appellant rights for both the applicant and any affected parties.

Heather Whitmore said the approval was conditioned that if damages are incurred that the homeowner would be responsible for the fees.

Rene Atayan asked about HB 399 and how it is going to affect what the board has authority to do. She is unsure of how and when to discuss it. She asked if there should be a workshop on the topic.

Paul Waters answered that there is a whole list of new bills that have passed through the legislature. He explained that there has always been a tug of war between the cities and Tallahassee. He agreed that they are eroding home rule authority.

Rene Atayan said that an undue influence on our legislators by developers' decisions is going to have a long-term negative effect on the quality of life in communities such as Neptune Beach. She then said she doesn't know what mechanisms are in place to steel ourselves from that.

Paul Waters answered that there are The League of Cities and A Thousand Friends of Florida that lobby on behalf of cities and home rule authority. He said that The League of cities is a strong lobby but regardless there are things like

senate bill 180 and Live Local Act and a handful of hard legislation that has passed in the last few years that really erodes our home rule authority.

Heather Whitmore asked the board if they would like a workshop on the new state legislation.

Rene Atayan asked if it should be as a board or a subcommittee workshop.

Heather Whitmore said that we could have a separate meeting or add the workshop item to the agenda.

The board will get back to Heather Whitmore about when to add it.

**Adjourn** 7:38pm



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

<b>AGENDA ITEM:</b>	<b>Second Read Ordinance No. 2026-04</b> , Amending Section 18-5, Abandoning or Private Use of Public Property or Rights-of Way
<b>SUBMITTED BY:</b>	Heather Whitmore, AICP, PTP Community Development Director
<b>DATE:</b>	April 6, 2026/May 4, 2026
<b>BACKGROUND:</b>	<p>Land Development Code Updates to Bring Before Council for approval Section 18.5; Chapter 18 of the City of Neptune Beach’s Code of Ordinances regulates the City’s streets, sidewalks and other public places by restricting the abandonment, closure, or vacating of City property or rights-of-way unless an overriding public interest is served by said abandonment and/or the city is compensated in some material way equivalent to the market value of said property at the time of abandonment</p> <p>First Read: April 6, 2026 Second Read: May 4, 2026</p> <p><b>*Subsection 18-5(d) has been added based on Council feedback at April 6, 2026 meeting</b></p>
<b>RECOMMENDATION:</b>	Adopt Ordinance No. 2026-04
<b>ATTACHMENT:</b>	<ol style="list-style-type: none"> <li>1. Ordinance</li> <li>2. Business Impact Statement</li> </ol>

SPONSORED BY:  
COUNCILOR TIM HORVATH



ORDINANCE NO. 2026-04

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES - CHAPTER 18 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; ARTICLE I, SECTION 18-5, ABANDONING OR PRIVATE USE OF PUBLIC PROPERTY OR RIGHTS OF WAY; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Section 18-5; Chapter 18 of the City of Neptune Beach's Code of Ordinances regulates the City's streets, sidewalks and other public places by restricting the abandonment, closure, or vacating of City property or rights-of-way unless an overriding public interest is served by said abandonment and/or the city is compensated in some material way equivalent to the market value of said property at the time of abandonment; and

**WHEREAS**, It is in the best interest of the City and the citizens of Neptune Beach to apply the same restriction upon easements.

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

**SECTION 1.** The Code of Ordinances, City of Neptune Beach, Florida are hereby amended in accordance with Exhibit "A", which is hereby incorporated into this Ordinance. The text amendments are as follows: (~~striktthrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

**SECTION 2: Codification.** The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

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

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

Ordinance which shall remain in full force and intact.

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

**VOTE RESULTS OF FIRST READING:**

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

Passed at First Reading this 6<sup>th</sup> day of April, 2026.

**VOTE RESULTS OF SECOND READING:**

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

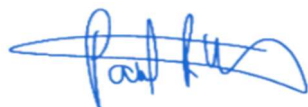
Passed at Second and Final Reading this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, City Clerk

Approved as to form and content:



\_\_\_\_\_  
Paul Waters, City Attorney

# EXHIBIT A

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## **Sec. 18-5. Abandoning or private use of public property or rights-of-way and easements.**

- (a) The permanent abandonment of public property or rights-of-way or easements should not be authorized unless an overriding public interest is served by said abandonment and/or the city is compensated in some material way equivalent to the market value of said property at the time of abandonment. Public property or rights-of-way or easements should only be abandoned to promote the public welfare and not for the benefit of a private person or corporation.
- (b) Therefore, legislation authorizing the abandonment, closure, or vacating of city property or rights-of-way or easements shall require a super majority vote of the city council. Any change to the voting requirement of this section would require a super majority vote.
- (c) This section shall not apply to the leasing of public property or rights-of-way or easements, nor to approvals by the city manager of residential driveway access to public streets.
- (d) Permitted private uses of public right of ways in residential areas are excluded from the provisions (a) – (c) above.

(Ord. No. 2009-13, § 1, 12-7-09)



# **Business Impact Estimate**

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES - SECTION 18.5, ABANDONING OR PRIVATE USE OF PUBLIC PROPERTY OR RIGHTS OF WAY, ARTICLE I, CHAPTER 18 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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<sup>1</sup> See Section 166.041(4)(c), *Florida Statutes*.

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

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

*The Ordinance requires the City and the public to obtain a benefit from the abandonment of easements for private use.*

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

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

(a) *None*

(b) *None*

(c) *None.*

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

*All businesses in the incorporated City limit total around 213. No impact is anticipated.*

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

*N/A*



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

<b>AGENDA ITEM:</b>	<b>Second Read, Ordinance No. 2026-05</b> , Amending the Operating Budget for Fiscal Year 2025-26, Beginning October 1, 2025, and Ending September 30, 2026
<b>SUBMITTED BY:</b>	Jaime Hernandez, Chief Financial Officer
<b>DATE:</b>	April 13, 2026
<b>BACKGROUND:</b>	<p><b>Background:</b> During the current fiscal year, the Police Department identified the need to procure a vehicle that was not included in the current fiscal year budget. As of 3/30/2026, the combined Fund Balance for Fines &amp; Forfeiture was \$120,000, which \$115,000 was encumbrance for the construction/remodel of the PD Fire Range on the current fiscal year. The estimated vehicle cost is \$38,000, leaving a gap of capital of approximately \$33,000. Since the project has been delayed, staff recommend unencumbering \$30,000 to cover the cost of the vehicle.</p> <p><b>Proposed Amendment:</b></p> <ol style="list-style-type: none"> <li>1. <b>Increase General Fund Appropriations</b> <ol style="list-style-type: none"> <li>a. Capital Outlay – 001-1221-521-60-64- Vehicle Purchase: Increase by \$37,568.</li> </ol> </li> <li>2. <b>Increase General Fund Revenues (Interfund Transfer In).</b> <ol style="list-style-type: none"> <li>a. <b>001-0000-382-00-05 – Contribution from Another Fund</b> (\$37,568).</li> </ol> </li> <li>3. <b>Decrease Fines &amp; Forfeiture Fund Balance / Increase Transfer Out</b> <ol style="list-style-type: none"> <li>a. <b>106-00000-271-00-00 – Fund Balance</b></li> </ol> </li> </ol>
<b>BUDGET:</b>	<p><b>Budget Impact:</b></p> <ul style="list-style-type: none"> <li>• The vehicle purchase will be recorded as a General Fund capital outlay expenditure.</li> <li>• The General Fund currently does not have appropriate budget authority for this item.</li> <li>• Fund will be transferred to the General Fund from Fines &amp; Forfeiture Fund to finance the purchase of the vehicle.</li> <li>• No additional or new revenue, debt, or additional tax is required for this purchase.</li> </ul>
<b>RECOMMENDATION:</b>	<p>Approve the Budget amendment to authorize the following:</p> <ul style="list-style-type: none"> <li>• Unencumber \$30,000 from the \$115,000 encumbered funds to cover the cost of the vehicle of \$37,568.</li> <li>• Interfund transfer of \$37,568 from the Fines &amp; Forfeiture fund to the General Fund to fully fund the purchase of the vehicle.</li> <li>• Purchase of an unbudgeted vehicle using General Fund capital outlay</li> </ul>
<b>ATTACHMENT:</b>	Ordinance 2026-05 Staff Report from the Police Dept requesting the use of funds (3/23/2026) Quote from Duval Ford in the amount of \$37,568.

INTRODUCED BY:  
MAYOR CORRINE BYLUND



ORDINANCE NO. 2026-05

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2025-26, BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING THE PURCHASE OF A VEHICLE NOT INCLUDED IN THE ADOPTED BUDGET; INCREASING GENERAL FUND APPROPRIATIONS FOR CAPITAL OUTLAY; AUTHORIZING AN INTERFUND TRANSFER FROM THE SPECIAL REVENUE FUND TO THE GENERAL FUND; PROVIDING FOR FINDINGS; PROVIDING FOR AUTHORITY; PROVIDING FOR BUDGET AMENDMENT AND APPROPRIATIONS; PROVIDING FOR ACCOUNTING ENTRIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Neptune Beach adopted an operating budget for the Fiscal Year 2025-26; and

**WHEREAS**, during the current fiscal year, operational needs have identified the requirement for the acquisition of one (1) vehicle to support the Police Department (the "Vehicle"), which was not included in the adopted budget; and

**WHEREAS**, the Special Revenue Fund (Fund No. 106 & 114-Fines & Forfeiture Funds) has a combined balance of \$120,910, and

**WHEREAS**, \$115,000 has been encumbered for the Fire Range modernization during the budget process, and

**WHEREAS**, \$33,000 must be unencumbered FROM \$115,000 to fund the total cost of the vehicle, and

**WHEREAS**, the Special Revenue Fund (Fund 106 & 114-Fines and Forfeitures Funds) has sufficient available and encumbered resources that are eligible for use to support general governmental purposes, subject to Council approval, and the City desires to transfer such resources to the General Fund (Fund No. 001) to fund the Vehicle purchase; and

**WHEREAS**, The City Council finds that the proposed budget amendment and transfer are in the best interest of the City, are consistent with applicable law, and maintain transparency and accountability in fiscal management.

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

**SECTION 1. INCORPORATION OF RECITAL**

The foregoing recitals are true and correct and are hereby incorporated into this Ordinance as findings of the City Council

**SECTION 2. BUDGET AMENDMENT AND APPROPRIATION.**

- (1) The Fiscal Year 2025-26 budget is hereby amended to increase General Fund appropriations for Capital Outlay (Vehicle Purchase) by \$ 37,568.
- (2) The General Fund revenues simultaneously increased by \$37,568 through an Interfund Transfer In from the Special Revenue Fund.
- (3) The Special Revenue Fund appropriations (Transfers Out) are increased by \$37,568 and the Special Revenue Fund unassigned/unrestricted fund balance is reduced accordingly.

**SECTION 3. PURPOSE AND USE OF FUNDS.**

Funds appropriated under this Ordinance shall be used solely to acquire the Vehicle and cover any related, eligible costs including, but not limited to, equipment upfitting, title, registration, and procurement fees, as detailed in **Exhibit A**.

**SECTION 4. PROCUREMENT.**

The Vehicle shall be procured in accordance with the City's purchasing code and policies, including use of existing cooperative purchasing contracts or competitive solicitation as applicable. The City Manager or designee is authorized to execute all documents necessary to effectuate the purchase, consistent with this Ordinance and City policy.

**SECTION 5. ACCOUNTING ENTRIES AND ADMINISTRATION.**

The Chief Financial Officer (or designee) is authorized and directed to:

- (1) Record the budget amendment and interfund transfer;
- (2) If applicable, establish or adjust the necessary project code(s), account(s), and encumbrances;
- (3) Make any clerical or immaterial adjustments needed to implement the intent of this Ordinance; and
- (4) Report this amendment in the City's next quarter budgetary status update to the City Council .

**SECTION 6. LIMITATIONS AND COMPLIANCE.**

- (1) The City Council affirms that the Special Revenue Fund resources used for this transfer are not restricted by law or grant for other purposes, and that their use for the Vehicle is permissible.
- (2) Nothing herein authorizes expenditures beyond the amounts specified or contrary to applicable laws, grant terms, bond covenants, or City policies.

**SECTION 7. SEVERABILITY.**

If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected and shall remain in full force and effect.

**SECTION 8. CONFLICTS.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 9. EFFECTIVE DATE.**

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

**VOTE RESULTS OF FIRST READING:**

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

Passed at First Reading this 20<sup>th</sup> day of April, 2026.

**VOTE RESULTS OF SECOND AND FINAL READING:**

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


Passed at Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, City Clerk

Approved as to form and content:



\_\_\_\_\_  
Paul Waters, City Attorney

**NEPTUNE BEACH PD**

Prepared for:

**NEPTUNE BEACH PD**  
 COMMANDER GARY M. STUCKI  
 904-242-3436  
[garystucki@nbft.us](mailto:garystucki@nbft.us)

Contract Holder

3/18/26

**DUVAL FORD**  
 Bambi Darr  
 (Work) 904-388-2144  
 (Fax) 904-387-6816  
[bambi.darr@duvalmotor.com](mailto:bambi.darr@duvalmotor.com)  
 405 Lane Avenue North  
 Jacksonville, FL 32254

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: \$90/Hr

Parts QTY

Code	Equipment	UNIT PRICE	EXTENDED
1 R4P NORTH	Item 220: Ford Ranger Supercrew 4x4 [R4P] 128" wb, XL Package includes Power Windows, Locks, Cruise, Keyless	\$ 33,307.00	\$ 33,307.00
1 99H.44T	2.3L Ecoboost Engine	\$ -	\$ -
1 100A	Equipment Group: XL (Power Windows, Door Locks & Backup Camera)	\$ -	\$ -
1 INCL	STX APPEARANCE PACKAGE (76F) Availability: • Incl. on XL Includes: • 17" Silver-Painted Aluminum Wheel (64E) • Fog Lamps - Halogen • LED Reflector Headlamps • STX Fender Badge	\$ -	\$ -
1 X73	Electronic-Locking Rear Differential	\$ 418.00	\$ 418.00
1 18D	Running Boards - Black	\$ 746.00	\$ 746.00
1 534	COMPLETE TRAILER TOW PACKAGE (53R) Usage: Tow Capability up to TBD lbs Six way plug available upon request • 2" Ball , Bar, Pin and Clip • 4-pin/7-pin wiring harness • Class IV Trailer Hitch Receiver	\$ 846.00	\$ 846.00
1 86S	Bedliner - TOFF Bed® Spray-in (NA w/ Bedliner - Modular Drop-in (86Q)), Dealer Installed	\$ 493.00	\$ 493.00
1 RKE	Programmed Integrated Key Transmitter Fob	\$ 363.00	\$ 363.00
1 TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,395.00	\$ 1,395.00
1 STOCK	Dealer Stock Unit: 2025 Model / SLE71703 (Subject to Availability)	\$ -	\$ -
1 YZ	Oxford White	\$ -	\$ -
1 BH	Ebony Cloth Seats	\$ -	\$ -
0			
0			
0			
	TOTAL LABOR HOURS		
	Additional Notes	2025 MODEL / STOCK SLE71703/ On ground at Duval Ford	

**UNIT COST** \$ 37,568.00

**TOTAL QUANTITY** 1 **TOTAL PURCHASE** \$ 37,568.00



NEPTUNE BEACH  
**POLICE DEPARTMENT**

**MICHAEL J. KEY JR., CHIEF OF POLICE**

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

03-23-2026

TO: Michael J. Key Jr., Chief  
FROM: Gary M. Stucki, Commander  
RE: Vehicle Replacement request

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I am requesting approval to replace a 2018 Chevrolet Tahoe (Veh 1018) that is currently experiencing extensive mechanical issues. The estimated cost (see attachment) to repair the vehicle is **\$11,587.66**. In addition to this amount, several thousand dollars have already been spent on prior maintenance and repairs, indicating a pattern of ongoing reliability concerns.

Given the increasing cost of upkeep and the vehicle's declining dependability, replacement is a more fiscally responsible and operationally sound decision. I propose replacing the Tahoe with a 2025 Ford Ranger (see attachment), which has been quoted at **\$37,568.00** under GSA pricing.

Funding for this purchase is requested to be allocated from the Fines & Forfeiture account.

Your consideration and approval of this request are respectfully requested.

Sincerely,

\_\_\_\_\_  
Cmdr. G.M. Stucki  
Office of Investigations & Support