



AGENDA
(Amendment #2)
Special and Workshop City Council Meeting
Monday, July 19, 2021, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. COMMENTS FROM THE PUBLIC
3. APPROVAL OF MINUTES:

June 7, 2021, Regular City Council Meeting
June 21, 2021, Special City Council Meeting p. 3
June 21, 2021, Workshop City Council Meeting

4. CITY MANAGER REPORT
5. CDB21-02, Application for Development Permit Review as Outlined in Chapter 27, Article 3 Division 2 of the Unified Land Development Code of Neptune Beach for Shorebreak Ventures, LLC, for the property known as 310 Third Street (Re# 172912-0010). This property is in the C-1 Zoning District. The applicant is proposing to build a new two-story office building with parking under the building. p. 20
6. APPROVAL TO AWARD CONB BID NO. 2021-03, FLORIDA BOULEVARD CULVERT REPLACEMENT p. 75
7. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. DEPARTMENTAL SCORE CARD p. 169
4. COMMITTEE REPORTS
 - A. Finance
 - B. Land Use and Parks
 - C. Strategic Planning and Visioning
 - D. Transportation and Public Safety

5. PUBLIC COMMENTS

6. PROPOSED ORDINANCE

A. PROPOSED ORDINANCE NO. 2021- An Ordinance of the City of Neptune Beach, Florida, Enacting a Temporary Moratorium to Prohibit the Acceptance or Processing of Certain Applications for Development Orders or any Other Official Action of the City Having the Effect of Permitting or Allowing for the Issuance of a Development Permit or Related Approval as set forth in Chapter 27, Unified Land Development Regulations, Division 2, Development Review Sections 27-76 through 27-88 in the Central Business District and Commercial C-1 Zoning District; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.

p. 187

7. CONTRACTS / AGREEMENTS / NONE

8. ISSUE DEVELOPMENT / NONE

9. PUBLIC COMMENTS

10. COUNCIL COMMENTS

11. ADJOURN

The meeting will be available online for viewing and posted on the website the next day.

Please register for **Special and Workshop City Council Meeting July 19, 2021 6:00 PM EDT** at:

<https://attendee.gotowebinar.com/register/1507539709659826703>



Residents attending public meetings can use the code **XD30** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

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

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



**MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 7, 2021, 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, June 7, 2021, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
Vice Mayor Fred Jones (6:07 p.m.)
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

STAFF:

City Manager Stefen Wynn
City Attorney Zachary Roth
Police Commander Michael Key
Chief Financial Officer Carl LaFleur
Senior Center Director Leslie Lyne
Grant and Resiliency Coordinator Colin Moore
Community Development Director Kristina Wright
City Clerk Catherine Ponson

Call to
Order/Roll
Call/Pledge

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

AWARDS / PRESENTATIONS/ RECOGNITION OF GUESTS / NONE

APPROVAL OF MINUTES

Minutes

Made by Key, seconded by Messinger.

MOTION:

TO APPROVE THE FOLLOWING MINUTES:

May 3, 2021, Regular City Council Meeting
May 17, 2021, Special City Council Meeting
May 17, 2021, Workshop City Council Meeting
May 25, 2021, Roundtable Council Meeting

Roll Call Vote:

Ayes: 4- Chin, Key, Messinger, and Brown.
Noes: 0

MOTION CARRIED

Deferral of
Comp Plan
Transmittal
Public Hearing

Mayor Brown announced that the Transmittal Public Hearing for the 2021-2046 Comprehensive Plan has been deferred. She thanked Community Development Director Kristina Wright for meeting with groups and the public and making sure everyone gets their time in looking at the Plan. She added that the Ansbacher Law Firm, representing the City, has also reviewed the Plan.

PUBLIC COMMENT

Public Comment Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding the infrastructure, solid waste problems, and the Dover, Kohl & Partners process

ORDINANCES

Ord. No. 2021-04, Professional Services

Ordinance No. 2021-04, Second Read And Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Division 2, Purchasing and Contracts, of Article VI, Finance, of Chapter 2 of the Code Of Ordinances, Administration, by Creating Section 2-388, Professional Services Requirements; Providing for Conflicts; Providing for Severability; and Providing an Effective Date

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

Made by Messinger, seconded by Jones.

MOTION: TO ADOPT ORDINANCE NO. 2021-04 ON SECOND READ

Roll Call Vote:

Ayes: 5-Key, Messinger, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

COMMUNICATIONS / CORRESPONDENCE / REPORTS

City Manager
Report

City Manager Stefen Wynn reported the following:

- He presented a revised timeline for Jarboe Park.
- He would present the recommendation for the RFQ for the completion of the Senior Center by the next workshop.
- His schedule of meetings is in the CM report, including TLM Realty.
- He attended the Florida City and County Management Association Conference (FCCMA) and attended great training sessions.
- He is now a member of the Florida League of Cities(FLOC) Legislative Policy Committee.
- He included the Future Land Use Map (FLUM).
- He reviewed the Mission Statement process, which includes a survey for the public to complete.
- He highlighted the Budget Roundtable graphics.
- He reviewed the pedestrian and bicycle count for the East Coast Greenway in Jarboe Park.

All monthly City Manager reports can be found, in their entirety, at: <https://www.ci.neptune-beach.fl.us/city-manager/pages/city-manager-reports>.

Police Report

Commander Michael Key reported that the Police Department remains busy with extra summer visitors. They are in the final planning stages for the Orange Crush event scheduled for the weekend of June 18th, 2021. Two electronic sign boards have been strategically placed throughout the City. They would be displaying four basic rules including golf cart rules, e-bike laws, stop sign enforcement and pedestrian crossings.

Mayor Brown commended all agencies for working together and sharing information for the weekend of July 18th, 2021.

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE

OLD BUSINESS / NONE

NEW BUSINESS

Res. No. 2021-11, PORF Board Members

Resolution No. 2021-11, A Resolution of the City of Neptune Beach Reappointing Members to the Police Officers' Retirement Board

Mayor Brown explained this is reappointing Jennifer Kowkabany and John Jolly to the Police Officers' Retirement Board. This would be Ms. Kowkabany's fifth two-year term and Mr. Jolly's second two-year term.

Made by Messinger, seconded by Chin

MOTION: TO ADOPT RESOLUTION NO. 2021-11, REAPPOINTING JENNIFER KOWKABANY AND JOHN JOLLY TO THE POLICE OFFICERS' RETIREMENT BOARD

Roll Call Vote:

Ayes: 5-Messinger, Chin, Key, Jones, and Brown.

Noes: 0

MOTION CARRIED

Court Surfaces-Change Order #1

Approval of Court Surfaces, Change Order #1, Jarboe Park Improvements Phase I. Grants and Resiliency Coordinantor Colin Moore, who is also the site superintendent, stated the main change is to the completion time. That is being pushed back to September 1, mainly due to the lighting, which is scheduled to ship on July 23rd, 2021, and then will take the contractor some time to complete.

Councilor Messinger stated he wanted to make sure the lighting for the long term is dark sky compliant in accordance with our lighting ordinance and reducing light pollution.

Mr. Moore explained that the lights requested for substitution had been vetted with the volleyball and pickleball groups. The lights are newer model with 25% less power consumption and a 10-year warranty.

Councilor Messinger expressed that he just wants to be sure that the shielding is correct and keeping light in the park and respecting the surrounding homeowners. He want the vendor to know and have it in writing regarding the lighting.

Mr. Moore added that the fitness equipment is going to be delayed until December.

Made by Jones, seconded by Messinger.

MOTION: TO APPROVE COURT SURFACES, CHANGE ORDER #1, JARBOE PARK PHASE I TO DECREASE CONTRACT PRICE BY \$57.00 AND TO EXTEND THE CONTRACT

Roll Call Vote:

Ayes: 5- Chin, Key, Messinger, Jones, and Brown.

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Councilor Chin questioned if there would be hours of operation for the volleyball and pickleball courts so the neighborhood is not disturbed in the late hours.

Mr. Wynn stated that this could be brought to the Land Use and Parks Committee to talk about programming at the Park.

Councilor Chin also pointed out on the weekends, Beaches Chapel Church has been using the parking lot for the Park. The City may need to enter into a discussion with them on this issue.

Adjournment

There being no further business, the meeting adjourned at 6:45 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, JUNE 21, 2021, 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 on Monday, June 21, 2021, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

STAFF:

City Manager Stefen Wynn
City Attorney Zachary Roth
Chief of Police Richard Pike
Commander Michael Key
Chief Financial Officer Carl LaFleur
Public Works Director Jim French
Senior Center Director Leslie Lyne
Grant and Resiliency Coordinator Colin Moore
Code Enforcement Officer Denzel Dehm
Community Development Director Kristina Wright
Code Compliance Supervisor Piper Turner

Call to
Order/Roll
Call/Pledge

Mayor Brown called the Special Meeting to order at 6:00 p.m. and Councilor Chin led the Pledge of Allegiance.

Lifesaving
Award

Chief of Police Richard Pike presented Commander Michael Key with his third lifesaving award as a member of the Neptune Beach Police Department. The award is being presented for actions he took during a life-threatening emergency on April 26, 2020. His quick actions resulted in saving of three men who were being swept out to sea by the outgoing tide.

Mayor Brown announced that there would be public comments during this portion of the agenda and also during the public hearing portion for Agenda Item #3, Transmittal Hearing of the Comprehensive Plan.

Public Comment

David Blais, 800 1st Street, Neptune Beach, stated the Council is doing a great job and he appreciates the community input in some of the changes that have been made. He remarked that this is a 25-year plan and lots of changes are being made. He commented on Map A-1, Generalized Existing Land Uses. He mentioned that the colors lump in east of 3rd Street into a category of 8 to 19 units per acre, which is more than it can handle. Mr. Blais spoke regarding beach accesses. He read the new Section C.1.1.2 from the Housing Element section and added he hopes Council has read this thoroughly and feel comfortable with the language and that it reflects what they think citizens want.

Ord. No. 2021-03, Transmittal Public Hearing, Comprehensive Plan

Ordinance No. 2021-03, First Read and Transmittal Public Hearing. An Ordinance Of The City Of Neptune Beach, Florida Adopting The 2021-2046 Comprehensive Land Use Plan; Goals, Objectives And Policies; The Future Land Use Element; Transportation Element; Housing Element; Infrastructure Element; Coastal Management And Conservation Element; Recreation And Open Space Element; Intergovernmental Coordination Element; Capital Improvements Element; Public School Facilities Element; Establishing The Future Land Use Map Providing For Intent; Authority; Findings Of Consistency; Findings Of Fact; Severability; Recordation And An Effective Date

Mayor Brown explained that if this passes tonight, and is submitted to the State of Florida, they have 30 days to get back to the City with their comments. In addition to that, the City can be hearing from the public and working with the Community Development Director. Nothing has stopped here in Neptune Beach. When the Comp Plan comes back after 30 days, the City has six months to then get it back to the State. Mayor Brown wants everyone to understand that there is time for other changes before we have the final plan

Public Hearing

Mayor Brown opened the public hearing.

Mary Frosio, 1830 Nightfall Drive, Neptune Beach, thanked everyone in the City for all of the hard work on this massive project. They wanted an outside land use attorney, Cliff Shepard, to look at it to have another set of eyes on it. There are comments that are to be discussed tonight. It bodes well that in this entire process that the attorney only had 13 comments. She asked for clarity in the comments and which ones will be adopted or have differing opinions.

There being no comments from the public, the public hearing was closed.

Made by Jones, seconded by Messinger.

MOTION: TO APPROVE ORDINANCE NO. 2021-03 ON FIRST READ AND TRANSMITTAL PUBLIC HEARING - ADOPTING THE 2021-2046 COMPREHENSIVE LAND USE PLAN INCORPORATING THE COMMENTS AS PROVIDED BY DOVER, KOHL & PARTNERS AND NEPTUNE BEACH CITY ATTORNEY TERRELL ARLINE

Councilor Chin stated he needed more clarification on the motion because there were two sets of suggestions. Vice Mayor Jones confirmed Councilor Chin's inquiry that if there was a conflict with Attorney Cliff Shepard's comments, Vice Mayor Jones was going with Dover, Kohl and Partners (DKP).

Councilor Messinger questioned if there is a sticking point, then there can be an amendment to the original motion. City Attorney Zachary Roth answered that it would be an amendment.

Councilor Key stated she disagreed with Vice Mayor Jones' motion and she prefers to go line by line and have a discussion for each item.

Councilor Messinger stated he had asked for clarification and they can amend each as they go down the list.

Mayor Brown stated she liked having Staff give comments on each item.

(Items in italics are from Attorney Cliff Shepard)

Comment #1

Since a primary goal of the resident is to keep residential out of commercially zone areas other than the Town Center (CBD), why not say that right up front?

Community Development Director Kristina Wright stated that staff concurs with this comment.

Council concurs with Comment #1.

Comment #2

The additional explanation sentence is unnecessary. It is understood that a projection is not a guaranty of future growth.

Ms. Wright stated staff concurs with this comment.

Councilors Chin and Key concur.

Councilor Messinger stated that he understands it is redundant. However, after speaking with the City Manager and City Attorney, he would rather be more explicit. He disagrees with this comment.

Vice Mayor Jones stated he disagrees with the comment and it is important to have that extra sentence in there.

Councilor Key remarked there was no rebuttal from Staff on this comment

Mayor Brown comments there is no harm in it and she is opposed to the comment.

Made by Messinger, seconded by Jones.

AMENDED MOTION #1: TO AGREE WITH COMMENT #1 TO PUT A STATEMENT ABOUT KEEPING RESIDENTIAL OUT OF COMMERCIAL ZONES AND ON COMMENT #2, HAVE MORE CLARITY THAN LESS AFTER CONSULTING WITH CITY ATTORNEY

Roll Call Vote:

Ayes: 3- Messinger, Jones and Brown

Noes: 2 -Key and Chin

MOTION CARRIED

Comment # 3

The legend appears to be out of date and needs to be accurate as to the information the map is attempting to display. Inaccurate maps have resulted in costly litigation. See River Halls Development v. Citrus County.

Ms. Wright explained that DKP, Terrell Arline and City staff are a team and worked together. The Staff/Meeting feedback is providing additional clarification based on a meeting of citizens following receipt of the comments from Cliff Shepard. The red also includes staff feedback.

Councilor Messinger agrees in the sense of what Mr. Arline and DKP said. After talking with both staff, attorneys and the community, he agrees that the map is up to date. It is a Duval County map. It is not speaking to what is happening in our Codes. We have a Future Land Use (FLUM) map that speaks to that. This is seeking to current inventory and is in a section that is defining what the tax appraiser is saying. He agrees that a footnote should be added to Map A-1, that would provide a greater degree of clarity. He would not want to remove something that may be referred to later.

Councilor Chin agreed with Councilor Messinger.

Councilor Key started with the confusion of why there is a claim of an inaccurate map. She questioned why are we using it.

Councilor Chin explained that Map A-1 is just existing conditions according to the property appraiser. It has nothing to do with what we are going to set for land use.

Vice Mayor Jones added that this is a baseline that the County uses. All it does is articulate the density and intensity as a County-wide level, just for reference.

Made by Messinger, seconded by Jones.

AMENDED MOTION #2: TO ADD FOOTNOTE TO MAP A-1 TO PROVIDE GREATER CLARITY PER COMMENT #3 FROM DKP AND TERRELL ARLINE

Roll Call Vote:

Ayes: 5- Messinger, Chin, Key, Jones, and Brown

Noes: 0

MOTION CARRIED

Comment # 4

Walkable means that residential must be in close proximity to commercial and professional. The idea is that folks won't need to use their cars. So redevelopment of a commercial area with some residential would meet this goal. Suggest deleting this language since goal is to keep residential out of commercial areas. Instead, enhancing walkability doesn't imply that "walkable" redevelopment must/should be approved.

Vice Mayor Jones explained that walkability has everything to do with form, the distance of blocks, the architectural detailing and the fenestration on buildings. It doesn't have anything to do with whether there's residential, commercial or office. It all has to do with form. The statement that residential must be in close proximity to commercial does not meant that at all. He expressed that we rely on the perspective of DKP and Mr. Arline and delete the comment that Mr. Shepard makes.

Councilor Key stated she had conversation with staff earlier and what DKP and Mr. Arline state makes sense. She added that Vice Mayor Jones' explanation is in line with what was talked about.

Councilor Chin agrees to go along with DKP's recommendation. He stated that things that make a place more comfortable to walk, like a wider sidewalk or shade, are the things that make a something walkable and no other factor.

Councilor Messinger stated that he agreed with Vice Mayor Jones' recommendations. He also requested Vice Mayor Jones can lead the opening comments.

Made by Chin, seconded by Messinger.

AMENDED MOTION #3: TO ADOPT DKP'S AND TERRELL ARLINE'S ANSWERS TO COMMENT #4 REGARDING WALKABILITY

Roll Call Vote:

Ayes: 5- Chin, Key, Messinger, Jones and Brown.

Noes: 0

MOTION CARRIED

Comment # 5

Suggest striking this language in favor of "accommodate same" so this is not seen as a mandate for greater density where it is currently lower than "desirable." You don't necessarily want to "ensure" a particular level of density

Vice Mayor Jones stated that this is not very substantial and is not going to make a difference. He added he could go along with it.

Made by Chin, seconded by Messinger.

AMENDED MOTION #4: TO ADOPT MR. SHEPARD'S COMMENT #5

Roll Call Vote:

Ayes: 5- Key, Messinger, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

Comment # 6

Do you really want to create more public access to the beaches in your city? Seems you already have plenty and perhaps creating more would not be best for the residents.

Vice Mayor Jones expressed that he agrees with DKP's assessment. You don't want to create the overt assumption in your Comp Plan precluding conditional access. It does not mean that because you want to make it accessible or expand opportunities for access that you are going to have big parking lots. Its expanding opportunities such as bicycle parking. You can provide more access without having more cars. He agrees with the statement about expanding opportunities for public access to the waterways, creeks and marshes.

Councilor Key stated she had met with staff and she had questions about this. It makes sense to clarify improved bicycle parking at the beach

Councilors Chin and Messinger agree with DKP and Mr. Arline's recommendations on this comment.

Made by Messinger, seconded by Key.

AMENDED MOTION #5: TO ADOPT DKP'S AND TERRELL ARLINE'S ANSWERS TO COMMENT #6 REGARDING BEACH ACCESS

Roll Call Vote:

Ayes: 5- Messinger, Chin, Key, Jones and Brown.

Noes: 0

MOTION CARRIED

Comment # 7

If residential is to be kept out of commercial zones/areas, it makes sense that commercial and mixed-use residential should likewise be kept out of residential areas.

Vice Mayor Jones agrees with DKP and Mr. Arline. He stated that we have articulated the uses under the Future Land Use Map (FLUM). We don't need to state the inverse.

Councilor Key asked the City Attorney if he feels comfortable with the language if we don't specify it.

Mr. Roth answered as long as the Land Development Code mirrors it and it is clear. A Comp Plan amendment must go through the State process.

Councilor Chin stated he had concerns due to House Bill 403 regarding home-based businesses. He thought maybe we should shore up our language against that.

Mr. Roth advised that is more likely to hurt because it would be passing something directly inconsistent with state law. We would be creating a Comp Plan that we know is inconsistent with state law.

Councilor Messinger agreed with Mr. Roth and added our FLUM clearly articulates what goes where.

Mr. Roth reported that the City cannot enforce any ordinance, regulation or policy that treats home-based businesses any different than any other business.

Mayor Brown stated she agrees with DKP and Mr. Arline's recommendations.

Made by Messinger, seconded by Jones.

AMENDED MOTION #6: TO ADOPT DKP'S AND TERRELL ARLINE'S ANSWERS TO COMMENT #7 REGARDING COMMERCIAL AND MIXED-USE RESIDENTIAL

Roll Call Vote:

Ayes: 5- Chin, Messinger, Key, Jones, and Brown

Noes: 0

MOTION CARRIED

Comment # 8

No justification for adding street/ROW area to a density calculation

Vice Mayor Jones that this is one of the most straightforward responses provided. He agrees with DKP and Mr. Arline. We need to have net and gross capabilities in our toolbox. He pointed out that, as staff articulated, it is important to reduce the ambiguity between the Comp Plan and LDC.

Councilor Key questioned if adding the right-of-way into density calculations would create more land.

Ms. Wright stated it is not something we often encounter but it is important to have that clarification.

Councilor Key asked if adding the right-of-way would increase the lot size.

Councilor Messinger explained that it won't affect single-family lots.

Councilor Chin stated the deletion looks like it is just defining what the gross acre means. It is not saying that we have to use that as a basis of calculation for any of our current development orders.

Councilor Messinger stated that this is an important revision because we currently don't have the correct definition.

Ms. Wright agreed and that in Chapter 27, we implement our standards and specific regulations and shrink it down to the size and consistency we want on the property.

Mayor Brown stated that she agreed with DKP and Mr. Arline and it is logical way to measure density.

Made by Jones, seconded by Messinger.

AMENDED MOTION #7: TO ADOPT DKP'S AND TERRELL ARLINE'S ANSWERS TO COMMENT #8 REGARDING DENSITY CALCULATION

Roll Call Vote:

Ayes: 4- Messinger, Chin, Jones, and Brown

Noes: 1-Key

MOTION CARRIED

Comment # 9 *Public participation is specifically referenced in F.S. 163.3181(1), so I would use the exact language taken from the statute.*

Vice Mayor Jones commented that this is just a statement.

Councilor Messinger asked Mr. Roth what he thought. Mr. Roth answered he almost never has a problem making our documents match the language used in the statutes.

Made by Jones, seconded by Messinger.

AMENDED MOTION #8: TO ADOPT MR. SHEPARD'S COMMENT #9 TO USE LANGUAGE FROM FLORIDA STATUTES

Roll Call Vote:

Ayes: 5- Chin, Messinger, Key, Jones, and Brown

Noes: 0

MOTION CARRIED

Comment # 10 *Mixed-use residential means there is a residential component to the mix of uses. Not trying to eliminate all mixed uses (such as office/commercial).*

Mr. Roth explained that this is adding mixed-use residential to prohibited development in commercial areas.

Made by Messinger, seconded by Key.

AMENDED MOTION #9: TO ADOPT MR. SHEPARD'S COMMENT #10 TO ADD "MIXED-USE RESIDENTIAL"

Roll Call Vote:

Ayes: 5-Chin, Messinger, Key, Jones, and Brown.

Noes: 0

MOTION CARRIED

Comment # 11 *Special exceptions for other, non-residential uses may be ok. Just need to remove any residential uses from the "special exceptions" process. This comment is for future reference when the new LDRs are drafted.*

Made by Chin, seconded by Jones.

AMENDED MOTION #10: TO ADOPT MR. SHEPARD'S COMMENT #11 SPECIAL EXCEPTIONS

Roll Call Vote

Ayes: 5-Chin, Messinger, Key, Jones and Brown.

Noes: 0

MOTION CARRIED

Comment # 12 *Strongly suggest adding the height restriction already ingrained in the charter into this portion of the Comp Plan, perhaps as A.1.4.3.1, since the Comp Plan, rather than the charter, is considered the "constitution of land use" for a Florida local government. Language could mirror the charter.*

Vice Mayor Jones agrees with Mr. Arline's recommendation to include the height limitations, which is consistent with Mr. Shepard's comments.

Councilor Key agreed that Mr. Arline's comments should be adopted to include our height limitations.

Councilor Chin stated he has no problem including this language.

Councilor Messinger agreed with Mr. Arline's comments and added the bare minimum needed is a voter referendum.

Made by Messinger, seconded by Chin.

AMENDED MOTION #11: TO ADOPT TERRELL ARLINE'S COMMENTS TO INCLUDE HEIGHT LIMITATIONS RESPONSE TO COMMENT #12

Roll Call Vote:

Ayes: 5-Chin, Messinger, Key, Jones, and Brown.

Noes: 0

MOTION CARRIED

Comment #13

Trying to ensure the provision of housing for all residents does not supersede the mandate not to locate such housing in commercial areas other than the Town Center.

Mr. Roth explained that Mr. Shepard is adding a sentence that reads: "Nothing within this element shall require the City to allow development that is inconsistent with the objectives and policies described within the Future Land Use element."

Made by Messinger, seconded by Chin.

AMENDED MOTION #12: TO ADOPT CLIFF SHEPARD'S COMMENTS #13, HOUSING

Roll Call Vote:

Ayes: 5-Chin, Messinger, Key, Jones, and Brown.

Noes: 0

MOTION CARRIED

Councilor Key pointed out that on page A-2 of the Comp Plan, the Census increase from 2010 and 2020 in Jacksonville Beach should be 9.5% not 95% as stated in Table A-1. She questioned the reasoning for placing Table A-2, Population Growth Estimates on the same page.

Ms. Wright stated it shows the state that we have looked at that. It also shows other entities like the St. Johns River Water Management District that we are planning for the provision of adequate resources. It's informational but also an important component.

Councilor Key questioned the Council adopting Mr. Shepard's comments, which are different than the language he provided.

Mr. Roth explained that Mr. Shepard's comments are clarifying why he made the changes. He interpreted the motion to accept the changes as he provided.

Councilor Key asked for confirmation that there was a first draft and a revised first draft of the Comp Plan and there have been no changes made.

Ms. Wright stated that there had been no changes made other than the FLUM. There will be no other changes but what has been approved tonight. Any other changes will come before Council.

Mr. Roth advised that no substantive changes, such as changing 95% to 9.5%, do not require a vote.

ORIGINAL MOTION AS AMENDED:

TO TRANSMIT AS PROVIDED, THE FOLLOWING CHANGES: ACCEPT CLIFF SHEPARD'S COMMENTS # 1, 5, 9, 10, 12 AND 13; REJECT CLIFF SHEPARD'S COMMENT# 2; APPROVE DOVER, KOHL & PARTNERS AND TERRELL ARLINE'S COMMENTS # 3,4,6,7 AND 8 AND TO MAKE THOSE CHANGES

Roll Call Vote:

Ayes: 5-Chin, Messinger, Key, Jones, and Brown.

Noes: 0

MOTION CARRIED

Vision Plan/Comp Plan/LDC Update

Vision Plan/Comp Plan/LDC Update. Community Development Director Kristina Wright reviewed the next steps of the process for the Comp Plan and LDC. She reported that after transmittal of the Comp Plan, the State will get back to the City in 45 days. Once we receive the comments, we have 180 days to have the adoption hearing and it takes effect 30 days after it has been adopted.

There has been a small delay with the first draft of the Land Development Code. A lot of the dates are to be determined. She reviewed the steps for the Land Development Code, including public presentation and workshops. The complete package would be submitted to the Department of Economic Opportunity.

Councilor Messinger requested a separate review by Terrell Arline completely independent of Zachary Roth. He would like to see a presentation similar to the Comp Plan with redlines and feedback. He said the additional costs incurred would be worthwhile to have two sets of eyes reviewing the document for potential issues related to litigation.

Mr. Roth stated that this is where they had anticipated the heavy lifting and he and Mr. Arline had already discussed both of them reviewing the LDC.

Councilor Key reported that she would not be attending the July 19th, 2021, meeting, as that was listed as a potential meeting date for the adoption of the Comp Plan.

Mr. Wynn clarified that comments would not be received from the State by July 19th, 2021. This was just a proposed date. This schedule was to show that Phase 3 will overlap with approvals from the State. There are some hard dates that are milestone dates to be aware of, including September 20th, 2021, a Council workshop for the first revision of the LDC Draft.

Councilor Key requested that she be included in a meeting such as the adoption of the Comprehensive Plan if not able to be at City Hall.

Senior Center Activity Landscaping

Approval of CONB RFQ 2021-02, Recommendation for Senior Center. Mr. Wynn stated that this was a request for qualifications. If approved tonight, then we will go into a contract negotiation. The City received two proposals. One from Gary Crumley and one from Marquis, Latimer + Halback. The selection committee is recommending Marquis, Latimer + Halback.

Councilor Chin stated he had looked at Marquis, Latimer + Halback's website and their projects show a nice sensitivity to historic context. They are artistically and culturally minded.

Made by Chin, seconded by Messinger.

MOTION: **TO APPROVE THE SELECTION COMMITTEE RECOMMENDATION OF MARQUIS, LATIMER + HALBACK AND BEGIN CONTRACT NEGOTIATIONS**

Roll Call Vote:

Ayes: 5-Chin, Messinger, Key, Jones, and Brown.

Noes: 0

MOTION CARRIED

Mr. Wynn pointed out community feedback was part of the RFQ and there will be a community engagement meeting for the Senior Center.

FY2019-2020
Audit

FY 2019-2020 Audit Update. Mr. Wynn reported that the original audit report is due June 30, 2021. The City's auditor's, Purvis Gray wrote a letter dated June 17, 2021 that the audit would be delayed. A new audit report target date would be July 31, 2021, with presentation to Council at the first meeting in August.

Councilor Key asked what contributed to the field work not commencing until April 5th, 2021, as stated in the letter.

Chief Financial Officer Carl LaFleur advised that there was turnover in the CPA firm and a manager had resigned.

Mr. Wynn explained that due to COVID-19, the auditors were unable to begin field work until later in the schedule. Some work was able to be done virtually.

Councilor Key continued that the letter stated that "a number of factors contributed to the delay, including turnover in the City's finance department without the benefit of a planned transition from the previous finance director to the current finance director." She added that at the June 16th Finance Committee meeting, it was reported that the audit would be done by June 30th. She questioned how the City had no idea this delay would occur.

Mr. LaFleur explained that during the Finance Committee, an email was sent requesting the status of the audit. The auditors had all of the deliverables from the finance department. They review the work and give comments. Mr. LaFleur reported that their response advised him of the turnover in their office.

Mr. Wynn advised he had spoken with the auditors a week before the Finance Committee and they made no mention of the turnover.

Councilor Messinger stated that regardless of the City's issues internally, if the auditor's have known a manager left, they should be responsible. He suggested for next year's audit turning it over to another company as we have become comfortable with the current auditor.

Adjournment

The Special Meeting adjourned at 7:39 p.m.

Elaine Brown, Mayor

Attest:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
IMMEDIATELY FOLLOWING SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266
MONDAY, JUNE 21, 2021, 7:39 P.M.

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, June 21, 2021, at 7:39 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

STAFF:

City Manager Stefen Wynn
City Attorney Zachary Roth
Commander Michael Key
Commander Gary Snyder
Chief Financial Officer Carl LaFleur
Public Works Director Jim French
Mobility Management Director Megan Steward
Senior Center Director Leslie Lyne
Community Development Director Kristina Wright
Code Compliance Supervisor Piper Turner

Call to
Order/Roll Call

Mayor Brown called the workshop meeting to order at 7:39 p.m.

AWARDS / PRESENTATIONS / GUESTS

SJRWMD
Presentation

City Manager Wynn announced that the presentation from the St. Johns River Water Management District had been withdrawn from the agenda.

DEPARTMENTAL SCORE CARD

Departmental
Score Card

Departmental Score Card. City Manager Stefen Wynn reviewed the Departmental Score Card. The Departmental Score Cards are posted on the City website at: <https://www.ci.neptune-beach.fl.us/city-manager/pages/city-manager-reportsdepartmental-score-cards>

Mission
Statement

Mission Statement Survey Report. Mr. Wynn stated that there were 109 respondents to the survey. 73 of those chose Option B, which reads "The City of Neptune Beach is committed to protecting and celebrating its Beaches and Marshes while providing services efficiently and effectively to its Residents, and is further committed to maintaining the unique residential, walkable and bicycle-friendly character that the City has historically enjoyed."

He stated that he was not asking for decisions but for Council to review the survey responses.

COMMITTEE REPORTS

Finance Committee	Councilor Key reported that the audit had been reported on earlier. She stated that the City is moving into the budget season. Each department head will have two meetings.
Land Use & Parks	Councilor Messinger reported his next meeting will be the week of June 29 th , 2021. He reported he and the beautification committee have been getting a steady flow of residents asking for trees. He added an area in need of trees is between Penman Road and Atlantic Boulevard. He stated that a Tree Policy should be expedited through the process on the Council side and in our new Code.
Strategic Planning/ Transportation and Public Safety	Vice Mayor Jones reported his Committee would meet in the next few weeks to kickoff the third phase of the Vision Plan Process to make sure we are on schedule. There are items in Chapter 27 that need to be addressed. He added a meeting of the Transportation and Public Safety would be scheduled to discuss the Florida Boulevard sidewalk. He would also like to come up with quicker, lighter and cheaper projects.

PUBLIC COMMENTS / NONE

PROPOSED ORDINANCES / NONE

CONTRACTS / AGREEMENTS / NONE

ISSUE DEVELOPMENT / NONE

PUBLIC COMMENTS / NONE

Adjournment There being no further business, the Workshop meeting adjourned at 7:47 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**Special Meeting
Agenda Item #5
CDB 21-02, 310 Third Street**

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

AGENDA ITEM:	CDB 21-02
SUBMITTED BY:	Stefen Wynn, Catherine Ponson, Kristina Wright
DATE:	7/14/2021
BACKGROUND:	CDB 21-02 Application for Development Permit review as outlined in Chapter 27, Article III, Division 2 of the Unified Land Development Code of Neptune Beach for Shorebreak Ventures, LLC for the property formerly known as 310 Third Street (RE# 172912-0010). This property is in the C-1 zoning district. The applicant is proposing to build a new two-story office building with parking under the building.
BUDGET:	N/A
RECOMMENDATION:	Staff recommends approval of application CDB 21-02 310 Third Street contingent on the developer resolving any remaining technical questions, including grading, environmental, concerns and/or drainage calculations through the building permit level process including the payment of proposed tree mitigation amount of \$55,440 prior to the issuance of a Certificate of Occupancy.
ATTACHMENT:	Staff Report, CDB Site Plan, Cover Letter, Landscape Plan, Civil Set, Parking Deferral, CDB Minutes

City of Neptune Beach

Kristina L. Wright, FRA-RA, Community Development Director
116 First Street • Neptune Beach, Florida 32266-6140



MEMORANDUM

TO: Mayor Brown and City Council

FROM: Stefen Wynn, City Manager
Kristina L. Wright, Community Development Director

DATE: July 13, 2021

SUBJECT: CDB 21-02 310 Third ST (PIN: 172912-0010)

Background

CDB 21-02 Application for Development Permit review as outlined in Chapter 27, Article III, Division 2 of the Unified Land Development Code of Neptune Beach for Shorebreak Ventures, LLC for the property formerly known as 310 Third Street (RE# 172912-0010). This property is in the C-1 zoning district. The applicant is proposing to build a new two-story office building with parking under the building.

Summary

At the June 9th CDB Meeting, Application SE 21-02 310 Third Street was addressed via a deferral granted by the Community Development Board to approve the deferral of the requirement of five (5) parking spaces pursuant to Section 27-545 as long as there is a written agreement required by 27-545(b)(1) with a vote of 6-0.

Application CDB 21-02 310 Third Street was also heard at the June 9th CDB Meeting where a motion was made to recommend approval of CDB 21-02 310 Third Street pursuant to the approval of special exception SE 21-02 with a vote of 6-0.

The applicant is seeking approval of a 23,111 s.f. commercial building for office use with a total usable area of 17,119 s.f. As indicated below:

First Floor:

Gross Area 940 s.f.
Less Stairwells: 894 s.f.
Less elevator: 154 s.f.
Less mechanical and electrical room 925 s.f.

Usable area: 0 s.f.

Second Floor

Gross Area 10,534 s.f.
Less Stairwells: 701 s.f.
Less Elevator: 158 s.f.
Less Electrical Room: 92 s.f.

Less Core Toilet Rooms and Exist Access Corridor: 1,503 s.f.

Usable area: 8,060 s.f.

Third Floor

Gross Area: 11,637 s.f.

Less Stairwells: 701 s.f.

Less Elevator: 158 s.f.

Less HVAC Chase: 35 s.f.

Less Electrical Room: 92 s.f.

Less Core Toilet Rooms and Exist Access Corridor: 1,592 s.f.

Usable Area: 9,059 s.f.

Proposed development site characteristics includes:

Zoning: C-1 (Commercial-1)

Future Land Use Designation: Commercial Low

Total proposed s.f.: 23,111 s.f. total; 17,119 Office use

Lot size: .70 acres (30,492 s.f.)

Maximum Lot coverage allowed within C-1: 60%

Lot coverage proposed: 51%

Setbacks:

Front: 25'

Rear: 10'

Sides: 10'

Max. Height: 35'

Proposed Height: ~~34.5'~~ 35' (5' parapet)

Use: Office- Business Professional Office

Parking Ratio per office use: 1 per 400 s.f.

Landscape Requirements:

Applicant is not only mitigating the required 7 shade trees; the applicant has also proposed to mitigate trees that will need to be removed to develop the site and provide underground stormwater management. Further the applicant has proposed to provide additional tree mitigation to ensure ample tree coverage to best benefit the city. The applicant has provided the following:

Shorebreak Ventures, LLC ("Shorebreak") appreciates the time and consideration that our 3rd Street redevelopment initiative has received in the permitting and site review process. As you know, the City of Neptune Beach Community Development Board ("CDB") unanimously approved the Shorebreak initiative during its preliminary site review meeting on June 9, 2021.

Following that meeting, and in keeping with our commitment to be good Neptune Beach neighbors, Shorebreak incorporated community feedback to enhance its site plan beyond what CDB unanimously approved. These landscaping and mitigation revisions not only meet but exceed City of Neptune Beach code requirements for commercial development. The revised site plan includes:

- *An additional eight (8) shade trees (six (6) shade trees on the eastern front of the property along the 3rd Street corridor and two (2) additional shade trees inland on the western front of the building) in order to enhance the tree canopy on 3rd St as well as provide for continuity with the Ish Brant Park. The shade trees chosen for the property were selected from the approved list of shade trees considering impact on the city sidewalk and underground storm water chambers, aesthetics with the overall design and canopy.*
- *An additional four (4) cabbage palm trees along the northern front of the property and converted rows of dwarf oleanders to full size oleanders in order to provide for incremental coverage and shading for our neighbor to the north into the first-floor parking.*
- *An additional four (4) cabbage palm trees along the southern front of the property and converted rows of dwarf oleanders to full size oleanders in order to provide for incremental coverage and shading for our neighbor to the north into the first-floor parking.*
- *Additional plantings commensurate and necessary to create a butterfly waystation in order to provide for nature conservation.*
- *Increased funding into the tree mitigation fund such that 70% of the diseased trees are mitigated, although the original report only called for a 30% mitigation rate (as noted by certified arborist) resulting in a total contribution of \$55,440 instead of the calculated \$22,500.*
- *Retained the greenscape anchoring incremental ornamental and shade trees, respectively in front of the building and rear islands in consideration of the executed parking deferral agreement.*

Originally, we calculated the total amount of tree mitigation as \$22,050 for 125” of trees plus the additional \$5,040 for the additional 28” of shade trees required for a total of \$27,540. As noted above, the applicant will mitigate \$55,440, an added benefit of \$27,900 towards the provision of additional trees above the minimum required amount.

Remaining staff comments:

1. On Sheet C-5 the backflow on the dedicated fire line is still labeled as a 6” double check backflow preventer instead of the requested 6” double check detector check backflow preventer.
PW: The label was changed on sheet C-5.
2. The survey does not show the existing storm sewer to the north.
PW: The revised survey now includes the end of the storm sewer to the north.
3. 27-84(a) The survey does not show the ingress and egress of adjacent/nearby properties into 3rd Street or the median cuts.
PW: The revised survey now shows a portion of the median cut. The applicant is using an aerial to address the nearby properties.

4. Section 27-84(c)(1)(b) Grading plans specifically including perimeter grading. No existing grades are shown on the adjacent parcel to the north to review perimeter grading.

PW: The survey now shows the adjacent grading on the northern property. It appears the proposed grading will block the offsite flow onto the property, and is in conflict with the following City Ordinances:

- ***27-519(i) All new developments and redevelopments shall provide assurance that adjacent or nearby properties not owned or controlled by the applicant will not adversely be affected by drainage of flooding.***
- ***27-519(n) An owner of land that has historically received natural drainage discharges from adjacent higher lands shall be obliged to continue to receive and convey such flows, but the owner of the higher land shall not change the manner, peak flow rates, or location of such historical naturally occurring drainage flows without the express written approval of the owner of the lower land.***

5. Section 27-84 (a) It is not clear if they have or don't have wetlands, habitats, or endangered species onsite.

PW: The attached copy of an email from Bob Pickert with EHS Support indicates that the property does not have wetlands on it. I have not found that habitats and endangered species have been addressed. Discussed the missing habitats and endangered species information with David Smith this morning.

6. Section 27-84(a) All existing and proposed land uses not found including a depiction (sketch) of the abutting property in all directions that is within two hundred (200) linear feet of the proposal, showing: Land uses and locations of principal structures and major landscape features, types of residential use, traffic circulation systems, including driveway locations, Fire hydrant locations, and the location of wetland protection zones and wetland buffer zones.

Revisions as noted.

Staff Recommendation

Staff recommends approval of application CDB 21-02 310 Third Street contingent on the developer resolving any remaining technical questions, including grading, environmental, concerns and/or drainage calculations through the building permit level process including the payment of proposed tree mitigation amount of \$55,440 prior to the issuance of a Certificate of Occupancy.

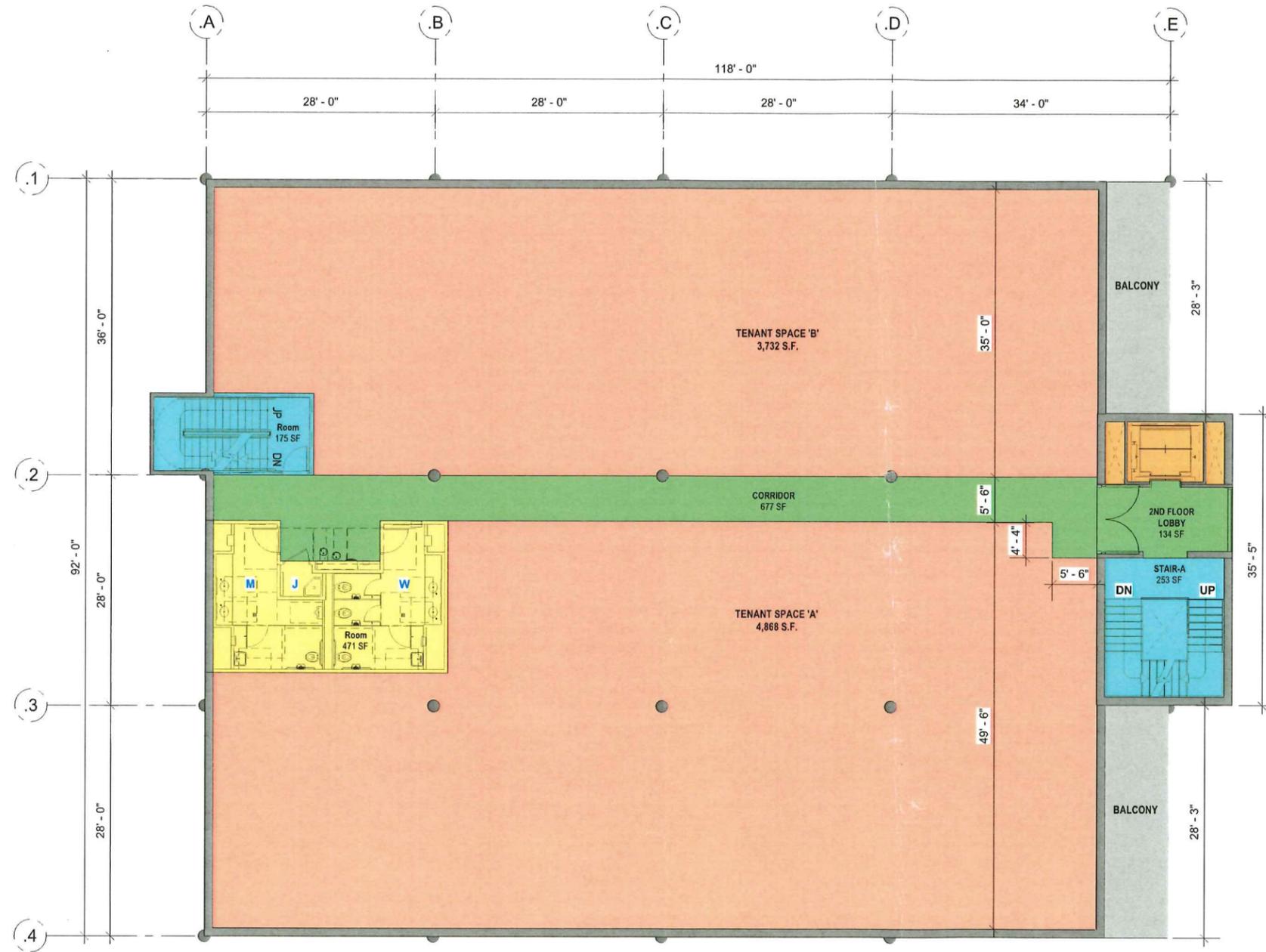


14 May 2021



14 May 2021

Shoreline
NORTHEAST VIEW



2ND FLOOR COLOR LEGEND:

- RESTROOMS
- VERTICAL CIRCULATION
- HORIZONTAL CIRCULATION
- CHASES (MECH. SPACE & ELEV.)
- TENANT SPACE
- EXTERIOR WALLS

2ND FLOOR AREA TABULATIONS:

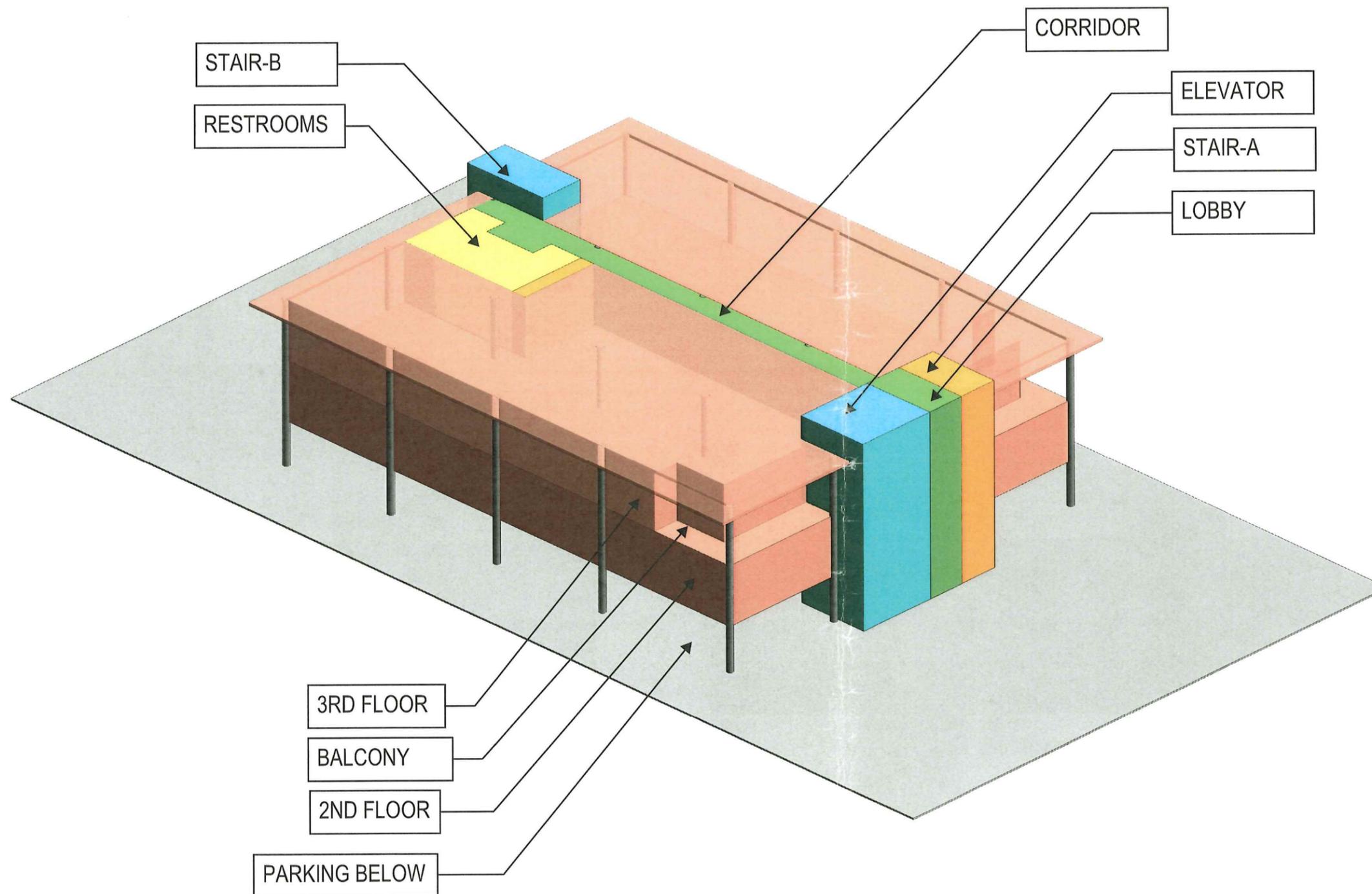
2ND FLOOR GROSS AREA: 11,199 S.F.

- LESS RESTROOMS: (471 S.F.)
- LESS VERTICAL CIRCULATION: (416 S.F.)
- LESS HORIZONTAL CIRCULATION: (811 S.F.)
- LESS ELEVATOR & CHASES: (115 S.F.)
- (56 S.F. @ 3RD FLR.)
- LESS EXTERIOR WALLS: (501 S.F.)

USEABLE TENANT 2ND FLR. AREA: 8,656 U.S.F.
USEABLE TENANT 3RD FLR. AREA: 8,544 U.S.F.

TOTAL BUILDING USEABLE TENANT AREA: 17,200 S.F.





As per Code of Ordinances city of Neptune Beach: (SEC. 27-239)

Section 4.07 - Building height limitation set by referendum.

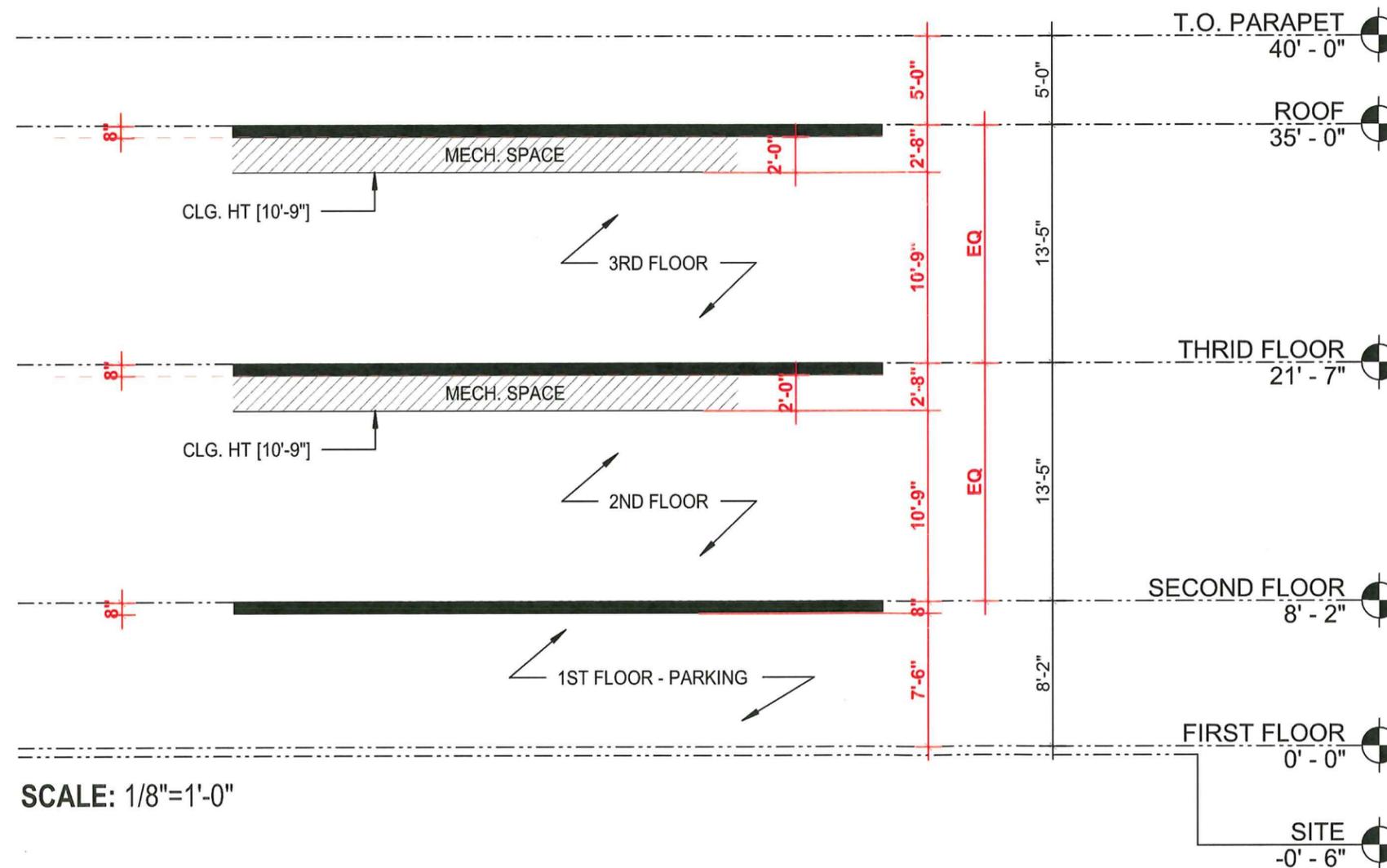
No building that exceeds 35 feet shall be permitted in the city.

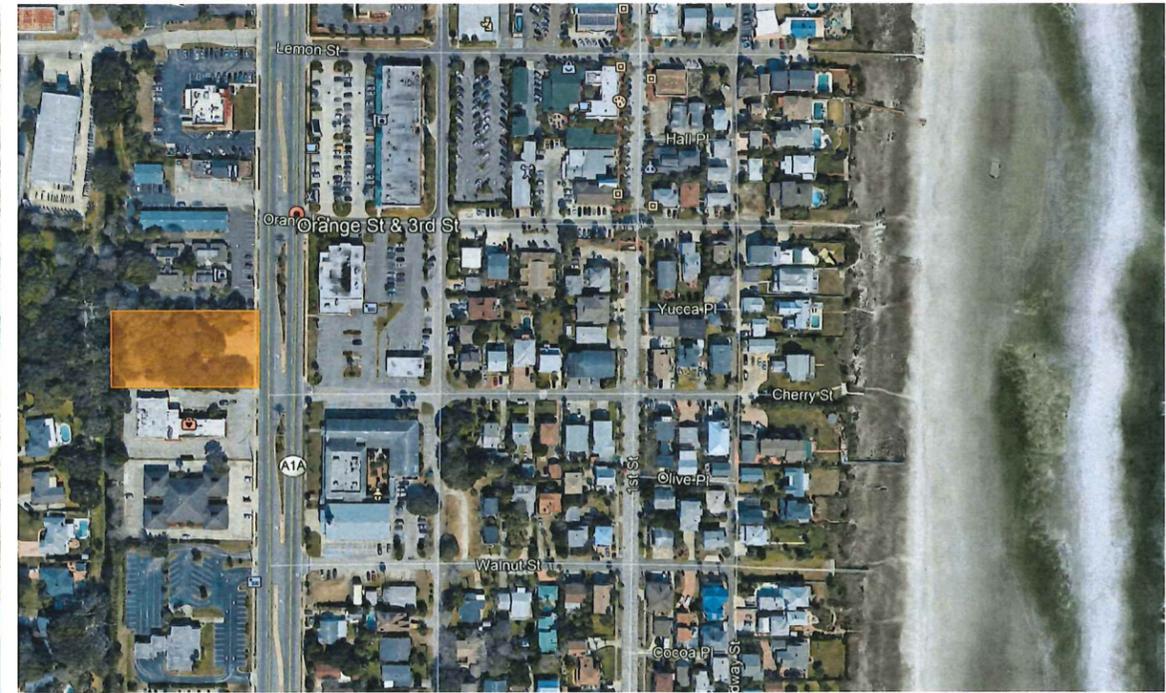
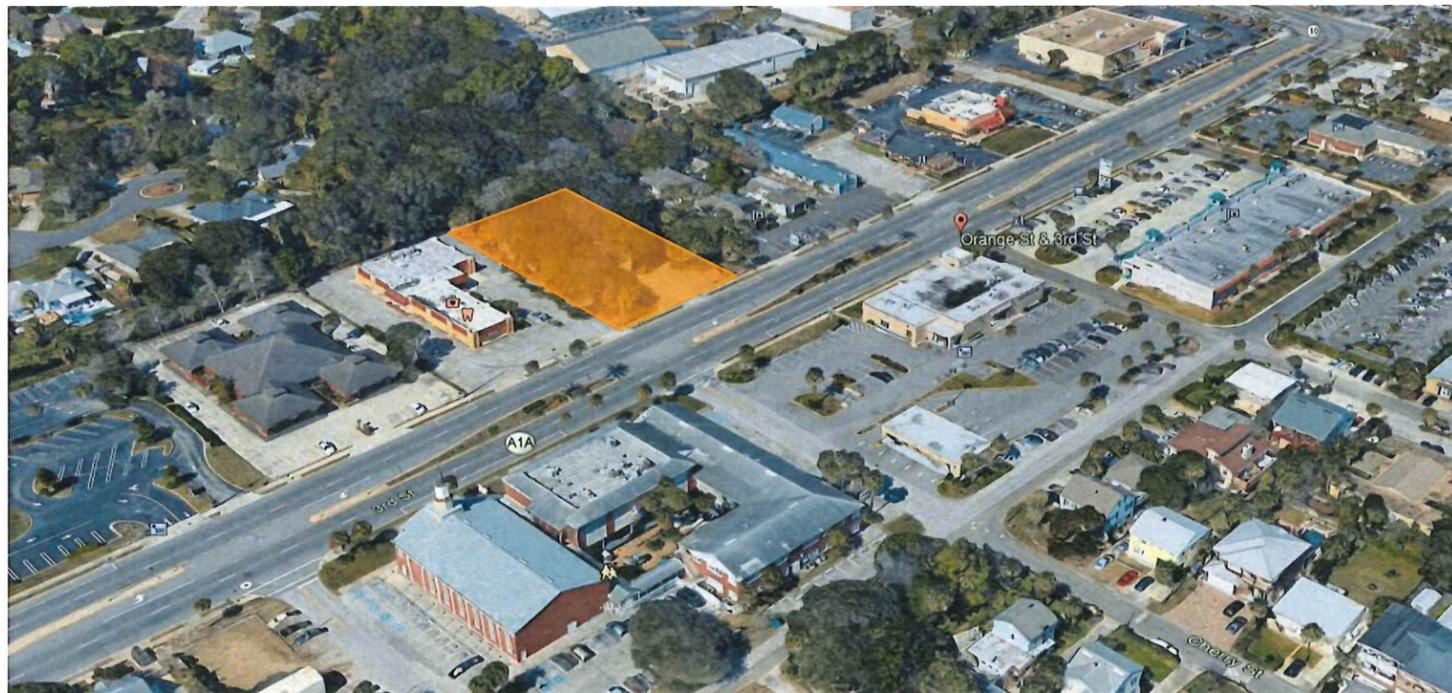
...

(d) Exceptions.

1. Non-Residential buildings may be allowed an additional five-feet for use such as air conditioners, solar cells, elevators, and parking.

*** PARAPET NOT TO EXCEED 5'-0" IN HEIGHT**





LANDSCAPE REQUIREMENTS

A. INTERIOR LANDSCAPING

- TOTAL PUBLIC VEHICULAR USE AREA (VUA) 10588 S.F. TOTAL PUBLIC INTERIOR LANDSCAPE REQUIRED: 10588 S.F. X 10%
- ONE TREE PER 300 S.F. OF LANDSCAPE AREA
6 TREES REQUIRED / 7 TREES PROVIDED

B. PERIMETER LANDSCAPING ADJACENT TO THE STREET

- STATE ROAD A-1-A 128'

- TEN S.F. FOR EVERY L.F. OF VUA STREET FRONTAGE (MINIMUM 5 S.F.) - 119' 900 S.F. REQUIRED / 900 S.F. PROVIDED
- A DURABLE OPAQUE SCREEN ALONG AT LEAST 75% OF STREET R.O.W. EXCLUDING DRIVEWAY
90 L.F. X .75 = 66 L.F. @ 3' O.C.
- 22 SHRUBS REQUIRED / 28 SHRUBS PROVIDED
- ONE TREE EVERY 50 L.F. (NO MORE THAN 75' APART) OF VUA STREET FRONTAGE
3 TREE REQUIRED / 4 TREE PROVIDED

C. PERIMETER LANDSCAPING ADJACENT TO ABUTTING PROPERTIES

- NORTH PROPERTY LINE 227'

- FIVE FEET WIDE LANDSCAPE AREA BETWEEN VUA AND ABUTTING PROPERTY
2043 S.F. REQUIRED / 1930 S.F. PROVIDED
- ONE TREE LOCATED WITHIN 25 L.F. OF THE VUA EVERY 50 L.F. OF DISTANCE VUA IS ABUTTING ADJACENT PROPERTY
5 TREES REQUIRED / 2 TREES PROVIDED

- SOUTH PROPERTY LINE 227'

- FIVE FEET WIDE LANDSCAPE AREA BETWEEN VUA AND ABUTTING PROPERTY
2043 S.F. REQUIRED / 1705 S.F. PROVIDED
- ONE TREE LOCATED WITHIN 25 L.F. OF THE VUA EVERY 50 L.F. OF DISTANCE VUA IS ABUTTING ADJACENT PROPERTY
5 TREES REQUIRED / 1 TREES PROVIDED

- WEST PROPERTY LINE 128'

- FIVE FEET WIDE LANDSCAPE AREA BETWEEN VUA AND ABUTTING PROPERTY
1152 S.F. REQUIRED / 626 S.F. PROVIDED
- ONE TREE LOCATED WITHIN 25 L.F. OF THE VUA EVERY 50 L.F. OF DISTANCE VUA IS ABUTTING ADJACENT PROPERTY
3 TREES REQUIRED / 3 TREES PROVIDED

TOTAL VEHICULAR USE AREA - 19,841 SF

53% IS UNDER THE BUILDING FOOTPRINT INCLUDING THE 3RD FLOOR OVERHANG.

70% OF THE PARKING SPACES ARE UNDER THE BUILDING

SEE SHEET L-4 FOR THE IRRIGATION PLAN

LANDSCAPE PLAN: GENERAL NOTES & SPECIFICATIONS

- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE
- ALL TREES AND SHRUBS SHALL BE GRADE "FLORIDA FANCY".
- ALL PLANTS MUST BE BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
- ALL PLANTS SHALL BE TRIANGULAR SPACED.
- ALL TREES MUST BE GUYED AND STAKED AS SHOWN IN THE DETAILS.
- ALL PLANTS MUST BE TREATED WITH A ROOT STIMULANT PER THE LABEL AT THE TIME OF PLANTING.
- ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED WITH (2-2 1/2) INCHES OF PINE STRAW.
- PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES DURING THE COURSE OF THE WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS, BEFORE PRICING THE WORK.
- THE PLANTING SHALL BE DONE IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. THIS IS TO INCLUDE PROPER PLANTING MIXING, PLANTED AND TREE PIT PREPARATION, PRUNING, STAKING OR GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE UNTIL ACCEPTANCE BY THE OWNER.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF PLANTING AREAS AND LAWNS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE LANDSCAPE ARCHITECT AND THE OWNER.
- ALL PLANTS SHALL BE GUARANTEED FOR 90 DAYS FOR FINAL INSPECTION AND ACCEPTANCE ALL TREES SHALL BE GUARANTEED AND ADDITIONAL 180 DAYS.
- ALL PLANTS ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING, ALL TREES MUST BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- THIS CONTRACT IS SUBJECT TO THE RULES AND REGULATIONS OF THE "GRADES AND STANDARDS" FOR NURSERY PLANTS AS PUBLISHED BY THE DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. IF THE OWNER OF LANDSCAPE ARCHITECT HAS REASON TO BELIEVE THAT THE PLANTS ARE NOT OF THE SPECIFIED GRADE, HE WILL REQUEST A REGRADING INSPECTION AND SUCH EVIDENCE WILL BE BASIS FOR REQUESTING REPLACEMENT OF PLANTS AND FOR LEGAL OR OTHER ACTION ACCORDING TO LAW, SHOULD THIS BECOME NECESSARY.
- PLANT SOIL MIXTURE: ADD SUFFICIENT PEAT OR RECYCLED COMPOST AND BUILDERS SAND TO NATURAL, FERTILE, FRIABLE TOPSOIL TYPICAL OF THE LOCALITY TO ACHIEVE A 1:3 ORGANIC MIX.
- PRIOR TO ANY LAND CLEARING OPERATIONS, TEMPORARY BARRIERS SHALL BE INSTALLED AROUND ALL TREES AND ALL UNDERSTORY VEGETATION TO REMAIN WITHIN THE LIMITS OF LAND CLEARING OR CONSTRUCTION AND SHALL REMAIN UNTIL THE COMPLETION OF WORK. THE TEMPORARY BARRIER SHALL COMPLY WITH THE TREE BARRIER DETAIL AS DEPICTED ON THIS SHEET.
- NO MATERIALS, TRAILERS, EQUIPMENT OR CHEMICALS SHALL BE STORED, OPERATED, DUMPED, BURIED, OR BURNED WITHIN THE PROTECTED AREAS. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS OR PERMITS SHALL BE ATTACHED TO A PROTECTED TREE.
- WHEN REMOVING BRANCHES FROM PROTECTED TREES TO CLEAR FOR CONSTRUCTION OR PRUNING TO RESTORE THE NATURAL SHAPE OF THE TREE, THE GUIDELINES IN THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AND THE AMERICAN STANDARDS FOR TREE CARE OPERATIONS (ANSI # 2133.1) SHALL BE FOLLOWED. PROTECTED TREES SHALL BE PRUNED AND FERTILIZED AS NECESSARY TO COMPENSATE FOR ANY LOSS OF ROOTS AND TO STIMULATE ROOT GROWTH. ANY DAMAGE TO TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY AFTER DAMAGE OCCURS.

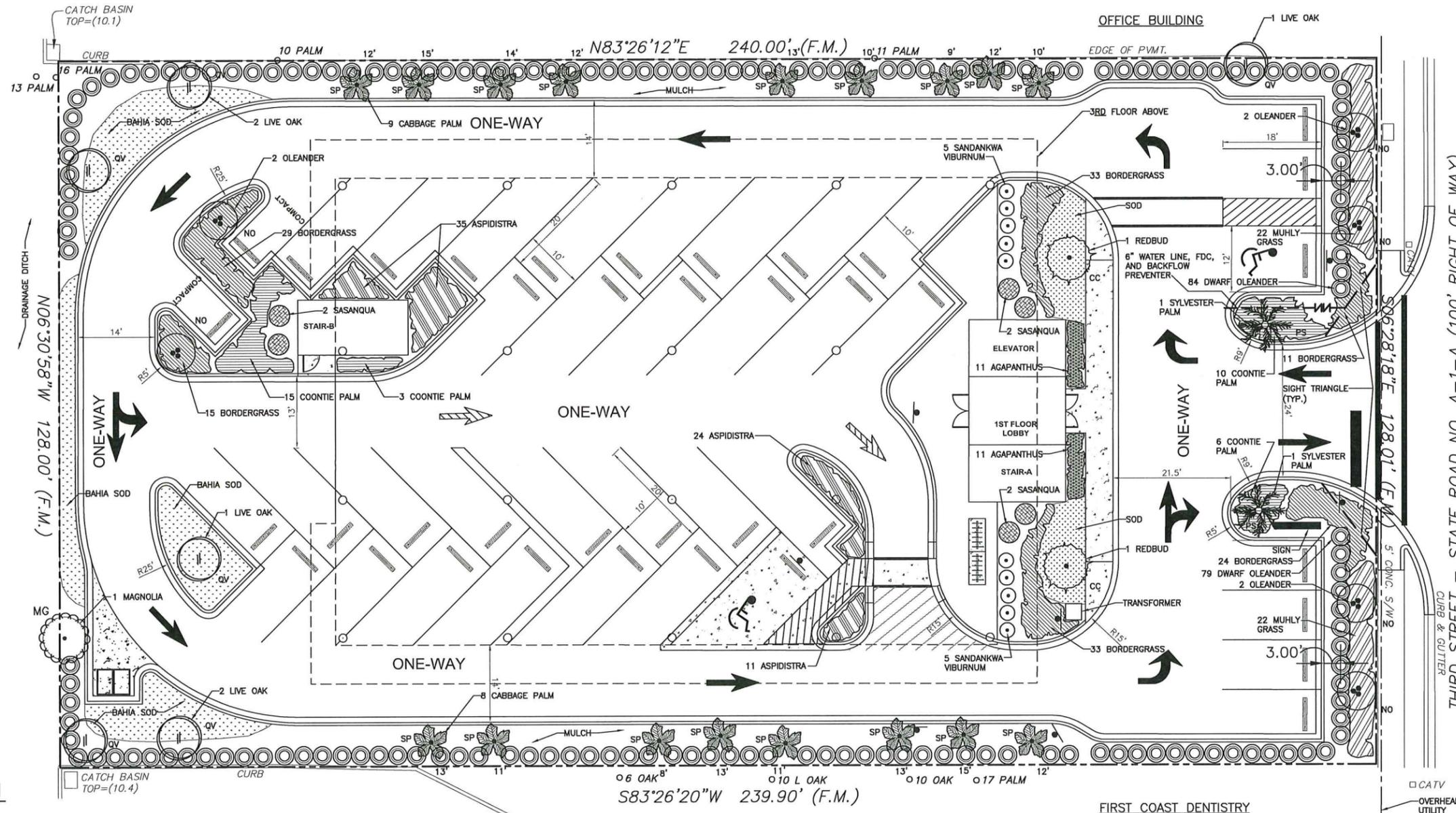
PLANT SCHEDULE

QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE AND SPACING	FLORIDA NATIVE
TREES				
17	CABBAGE PALM	SABAL PALMETTO	CLR. TRK. HEIGHT AS SHOWN	YES
6	LIVE OAK	QUERCUS VIRGINIANA	10'-12' HT., 4" CAL.	YES
1	MAGNOJA	MAGNOLIA GRANDIFLORA	10'-12' HT., 4" CAL.	YES
6	OLEANDER	NERIUM OLEANDER	8'-10' HT., 4" CAL.	NO
2	REDBUD	CERCIS CANADENSIS	10' HT., 4" CAL.	YES
2	SYLVESTER PALM	PHOENIX SYLVESTRIS	10' C.T.	NO
SHRUBS AND GROUNDCOVER				
22	AGAPANTHUS	AGAPANTHUS ORIENTALIS	1 GAL., 2' O.C.	NO
70	ASPIDISTRA	ASPIDISTRA ELATIOR	1 GAL., 2' O.C.	NO
145	BORDERGRASS	LIRIOPE 'SUPER BLUE'	1 GAL., 2' O.C.	NO
34	COONTIE PALM	ZAMIA FLORIDANA	3 GAL., 3' O.C.	YES
163	DWARF OLEANDER	NERIUM OLEANDER 'DWARF'	3 GAL., 4' O.C., PINK	NO
44	MUHLY GRASS	MUHLENBERGIA CAPILLARIS	1 GAL., 3' O.C.	YES
10	SANDANKWA VIBURNUM	VIBURNUM SUSPENSUM	3 GAL., 3' O.C.	NO
6	SASANQUA	CAMELLIA SASANQUA 'KANJIRO'	7 GAL., 30"-36" HT., PINK	NO

- SOD TO BE ST. AUGUSTINE 'FLORATAM' SOD UNLESS LABELED BAHIA SOD (ARGENTINE BAHIA)
- MULCH TO BE PINE STRAW OR PINE BARK AT 2"-2.5" DEPTH

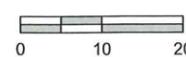
THERE IS A SHORTAGE OF 7 SHADE TREES ALONG THE NORTH AND SOUTH PROPERTY LINES. A FEE WILL NEED TO BE PAID, OR 7 TREES PROVIDED TO THE CITY OF NEPTUNE BEACH.

INSTALL PLANTS TO MAINTAIN A CLEAR 3' RADIUS AREA AROUND FDC



TREE LEGEND

- CABBAGE PALM (SP)
- LIVE OAK (QV)
- MAGNOJA (MG)
- OLEANDER (NO)
- REDBUD (CC)
- SYLVESTER PALM (PS)



LANDSCAPE PLAN

SCALE: 1"=10'-0"

SHORELINE VENTURES
STATE ROAD A-1-A
NEPTUNE BEACH, FLORIDA

LANDSCAPE PLAN

DONNELL LANDSCAPE DESIGN, INC.

5617 SALERNO ROAD
JACKSONVILLE, FLORIDA 32244
PHONE (904) 333-2342



DATE: 1-11-2021
SCALE: 1"=10'-0"
DRAWN: DCC
CHECKED: JMD

SHEET NO. L-1-32

THIRD STREET - STATE ROAD NO. A-1-A (100' RIGHT OF WAY)

CATV
OVERHEAD UTILITY



Marc White / I.S.A. Certified Arborist FL-5641-A

310 3RD Street
Neptune Beach, FL 32266

Per your request we have visited the property at the above address on 9/26/2020 and our findings are as follows:

- A. Tag# 247 - 7" D.B.H. sand live oak (*Quercus geminata*) - this tree had no visible health or structural issues at the time of inspection.
- B. Tag# 246 - 6" D.B.H. sand live oak (*Quercus geminata*) - this tree had no visible health or structural issues at the time of inspection.
- C. Tag# 245 - 10" D.B.H. sand live oak (*Quercus geminata*) - this tree had no visible health or structural issues at the time of inspection.
- D. Tag# 252 - 7" D.B.H. sand live oak (*Quercus geminata*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- E. Tag# 201 - 9" D.B.H. Darlington oak (*Quercus hemisphaerica*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has decay pockets on the east side of the trunk, approximately 7' up from the base.
- F. Tag# 201 - 15" D.B.H. Darlington oak (*Quercus hemisphaerica*) - this tree was measured incorrectly on the site plan as a 14" DBH. This tree has decay pockets on the west side of the root flare.
- G. Tag# 203 - 10" D.B.H. hickory (*Carya*) - this tree was misidentified on the site plan as an oak. This tree has a compartmentalized torsional split with decay on the north side of the trunk. Decay is found on the west side of the root flare.
- H. Tag# 244 - 9" D.B.H. redbay (*Persea borbonia*) - this tree is measured and misidentified on the site plan as a 7" DBH oak. This tree is dead.



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- AI. Tag# 215 - 24" D.B.H. laurel oak (*Quercus laurifolia*) - this tree has decay pockets on the trunk and root flare. Slime flux disease, insect frass and heart rot decay are present.
- AJ. Tag# 251 - 16" D.B.H. live oak (*Quercus virginiana*) - this tree is measured incorrectly on the site plan as a 15" DBH. This tree has multiple insect galls on the lower trunk area.
- AK. Tag# 250 - 11" D.B.H. live oak (*Quercus virginiana*) - this tree has insect galls on the trunk, approximately 6' up on the east side of the tree.
- AL. Tag# 239 - 11" D.B.H. live oak (*Quercus virginiana*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has a small amount of decay caused by small insect galls on the south west side of the trunk, approximately 8' up from the base.
- AM. Tag# 240 - 11" D.B.H. black cherry (*Prunus serotina*) - this tree has decay and insect frass at the root flare and on the lower trunk. This tree is uprooting and leans to the south east causing this tree to be a hazard to people, structures, and property.
- AN. Tag# 242 - 11" D.B.H. live oak (*Quercus virginiana*) - this tree had no visible health or structural issues at the time of inspection.
- AO. Tag# 207 - 11" D.B.H. live oak (*Quercus virginiana*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- AP. Tag# 216 - 14" D.B.H. hickory (*Carya*) - this tree is measured incorrectly on the site plan as a 13" DBH. This tree has an abiotic wound with decay at the root flare and on the root system. This tree is uprooting and leans to the east. This tree is a hazard to people, structures, and property.



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- I. Tag# 204 - 13" D.B.H. Darlington oak (*Quercus hemisphaerica*) - this tree has a large decay pocket on the west side of the trunk, approximately 15' up from the base.
- J. Tag# 243 - 7" D.B.H. Darlington oak (*Quercus hemisphaerica*) - this tree has bracket fungi and decay pockets in multiple areas on the trunk. Slime flux disease is present.
- K. Tag# 205 - 13" D.B.H. Darlington oak (*Quercus hemisphaerica*) - this tree is measured and identified incorrectly on the site plan as a 12" DBH L oak. This tree has decay pockets on the west side of the trunk, approximately 6' up from the base. Insect frass is present.
- L. Tag# 206 - 9" D.B.H. sand live oak (*Quercus geminata*) - this tree is measured incorrectly on the site plan as a 12" DBH. This tree has multiple decay pockets on the south side of the trunk.
- M. Tag# 219 - 10" D.B.H. sand live oak (*Quercus geminata*) - this tree has a torsional split that has compartmentalized with decay on the south west side of the tree.
- N. Tag# 231 - 14" D.B.H. sand live oak (*Quercus geminata*) - this tree is measured incorrectly on the site plan as a 13" DBH. This tree had no visible health or structural issues at the time of inspection.
- O. Tag# 229 - 7" D.B.H. hickory (*Carya*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- P. Tag# 230 - 18" D.B.H. sand live oak (*Quercus geminata*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has a torsional split on the north side of the trunk, approximately 15' up from the base. A decay pocket is found at the root flare.



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- AQ. Tag# 217 - 12" D.B.H. live oak (*Quercus virginiana*) - this tree had no visible health or structural issues at the time of inspection.
- AR. Tag# 218 - 13" D.B.H. live oak (*Quercus virginiana*) - this tree had no visible health or structural issues at the time of inspection.
- AS. Tag# 222 - 13" D.B.H. laurel oak (*Quercus laurifolia*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has slime flux disease and insect frass is present.
- AT. Tag# 238 - 11" D.B.H. hickory (*Carya*) - this tree is mis-identified on the site plan as a birch. This tree had no visible health or structural issues at the time of inspection.
- AU. Tag# 224 - 8" D.B.H. Darlington oak (*Quercus hemisphaerica*) - this tree has hypoxylon canker, slime flux disease and insect frass.
- AV. Tag# 228 - 10" D.B.H. Darlington oak (*Quercus hemisphaerica*) - using a hammer, I performed a hammer test on the trunk of the tree and determined this tree is hollow. Slime flux disease and insect frass are present.
- AW. Tag# 225 - 8" D.B.H. sand live oak (*Quercus geminata*) - this tree has a large decay pocket on the root flare and on the trunk.
- AX. Tag# 223 - 24" (10"+14") D.B.H. D.B.H. black cherry (*Prunus serotina*) - this tree is measured incorrectly and misidentified on the site plan as a 20" DBH oak. This tree is uprooting and has an abiotic wound with decay at the root flare. Heart rot decay is present.
- AY. Tag# 253 - 6" D.B.H. hickory (*Carya*) - this tree had no visible health or structural issues at the time of inspection.
- AZ. Tag# 280 - 18" D.B.H. live oak (*Quercus virginiana*) - this tree has heart rot decay.
- BA. Tag# 280 - 10" D.B.H. sand live oak (*Quercus geminata*) - this tree had no visible health or structural issues at the time of inspection.



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- Q. Tag# 235 - 12" D.B.H. sand live oak (*Quercus geminata*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has response wood and decay at the codominant union.
- R. Tag# 236 - 12" D.B.H. sand live oak (*Quercus geminata*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- S. Tag# 237 - 9" D.B.H. sand live oak (*Quercus geminata*) - this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has decay pockets on the south west side of the root flare.
- T. Tag# 221 - 29" (9"+8"+12") D.B.H. sand live oak (*Quercus geminata*) - this tree is measured incorrectly on the site plan as a 13"+16" DBH. This tree has decay pockets at the codominant union. Slime flux disease is present.
- U. Tag# 232 - 15" D.B.H. sand live oak (*Quercus geminata*) - this tree has an insect gall on the west side of the root flare.
- V. Tag# 234 - 14" D.B.H. hickory (*Carya*) - this tree had no visible health or structural issues at the time of inspection.
- W. Tag# 227 - 13" D.B.H. chinaberry (*Melia azedarach*) - this tree is misidentified on the site plan as an American elm. This species is not protected.
- X. Tag# 220 - 27" (13"+14") D.B.H. chinaberry (*Melia azedarach*) - this tree is misidentified on the site plan as a cherry. This species is not protected.
- Y. Tag# 208 - 8" D.B.H. silver maple (*Acer saccharinum*) - this tree is measured incorrectly on the tree survey as a 9" DBH. This tree has multiple decay pockets at the root flare.



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- BB. Tag# 264 - 22" D.B.H. live oak (*Quercus virginiana*) - this tree has heart rot decay at the base of the tree.
- BC. Tag# 278 - 20" D.B.H. sugarberry (*Celtis*) - this tree is measured incorrectly and misidentified on the site plan as a 22" DBH elm. This tree has multiple abiotic wounds with decay at the root flare.
- BD. Tag# 263 - 30" D.B.H. live oak (*Quercus virginiana*) - this tree is measured incorrectly on the site plan as a 34" DBH. This tree has an abiotic wound with decay at the root flare.
- BE. Tag# 277 - 26" D.B.H. live oak (*Quercus virginiana*) - this tree is measured incorrectly on the site plan as a 19" DBH. This tree has an abiotic wound with decay on the exposed root system. This tree is uprooting and leans to the west causing this tree to be a hazard to people, structures, and property. Slime flux disease is found at just below the codominant union on the east side of the tree.
- BF. Tag# 271 - 6" D.B.H. hickory (*Carya*) - this tree had no visible health or structural issues at the time of inspection.
- BG. Tag# 276 - 29" D.B.H. magnolia (*Magnolia grandiflora*) - this tree is measured incorrectly on the site plan as a 28" DBH. This tree has large decay pockets on the trunk and other sections of this tree. A torsional split is found on the east side of the tree at the base.
- BH. Tag# 268 - 36" D.B.H. live oak (*Quercus virginiana*) - this tree has a torsional split with decay at the root flare. Heart rot decay is visible on the trunk approximately 15' up from the base. There is a large area of response wood on the south east side of the tree, approximately 5' up from the base, just above the torsional split indicating this tree will split further. A hammer test confirmed the tree is hollow at the base.
- BI. Tag# 275 - 7" D.B.H. hickory (*Carya*) - this is misidentified on the site plan as a 7" oak. This tree had no visible health or structural issues at the time of inspection.



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- Z. Tag# 209 - 25" D.B.H. blackgum (*Nyssa sylvatica*) - this tree is misidentified on the site plan as an elm. This tree has a large decay pocket on the trunk. Heart rot decay is present.
- AA. Tag# 248 - 12" D.B.H. cherry laurel (*Prunus laurocerasus*) - this tree is measured incorrectly and misidentified on the site plan as 15" DBH oak. This species is not protected.
- AB. Tag# 210 - 17" D.B.H. cherry laurel (*Prunus laurocerasus*) - this tree is measured incorrectly and misidentified on the site plan as 20" DBH oak. This species is not protected.
- AC. Tag# 7" D.B.H. red maple (*Acer rubrum*) - this tree has multiple decay pockets at the root flare. An abiotic wound with decay is found on the root flare.
- AD. Tag# 249 - 11" D.B.H. blackgum (*Nyssa sylvatica*) - this tree is mis-identified and measured incorrectly on the site plan as a 13" DBH elm. This tree has a large decay pocket at the root flare. Heart rot decay is present.
- AE. Tag# 212 - 6" D.B.H. red maple (*Acer rubrum*) - this tree is measured incorrectly on the site plan as a 7" DBH. This tree has multiple decay decay pockets at the root flare.
- AF. Tag# 213 - 8" D.B.H. magnolia (*Magnolia grandiflora*) - this tree is measured incorrectly on the site plan as a 9" DBH. This tree had no visible health or structural issues at the time of inspection.
- AG. Tag# 214 - 9" D.B.H. magnolia (*Magnolia grandiflora*) - this tree is measured incorrectly on the site plan as a 10" DBH. This tree had no visible health or structural issues at the time of inspection.
- AH. Tag# 241 - 28" D.B.H. live oak (*Quercus virginiana*) - this tree is measured incorrectly on the site plan as a 31" DBH. This tree has large decay pockets on the root flare, slime flux disease is present.



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- BJ. Tag# 270 - 7" D.B.H. chinaberry (*Melia azedarach*) - this tree is misidentified on the site plan as a 7" DBH oak. This species is not protected.
- Trees C, E - M, P, Q, S - U, W - AE, AH - AM, AP, AS, AU - AX, AZ, BB - BE, BG, BH, BJ are non-mitigable.
- Trees A, B, D, N, O, R, V, AF, AG, AN, AQ, AR, AT, AY, BA, BF, BI are mitigable.
- Hardwoods - Total Inches: 181" x \$180 per inch = \$32,580
**If all healthy trees are removed this would be your mitigation cost paid to Neptune Beach.
- PER THE CITY OF NEPTUNE BEACH, SUFFICIENCY REVIEW,
DATED 5-25-21:
- 181" OF HEALTHY TREES NEED TO BE MITIGATED.
- 28" ARE BEING MITIGATED FOR SHADE TREE REPLACEMENT.
- AN ADDITIONAL 28" ARE BEING ADDED TO THE SITE (24" OF LIVE OAK AND 4" OF MAGNOLIA)
- THE TOTAL FOR ALL TREE MITIGATION IS \$27,540 (\$22,500 FOR 125", AND \$5040 FOR 28" OF SHADE TREES).

BY		JMD			
REVISED		1	PER CLIENT COMMENTS		
DATE		1-14-21	2	PER REVISED LANDSCAPE PLAN	
		5-13-21	3	PER CITY COMMENTS	
		6-1-21			
SHORELINE VENTURES					
STATE ROAD A-1-A					
NEPTUNE BEACH, FLORIDA					
SHEET TITLE: NOTES AND DETAILS					
DONNELL LANDSCAPE DESIGN, INC.					
5617 SALERNO ROAD JACKSONVILLE, FLORIDA 32244 PHONE (904) 333-2342					
DATE:		1-11-2021			
SCALE:		1" = 10'-0"			
DRAWN:		DCC			
CHECKED:		JMD			
SHEET NO.					
L-3 33					

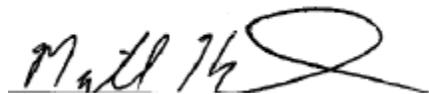
Shorebreak Ventures, LLC (“Shorebreak”) appreciates the time and consideration that our 3rd Street redevelopment initiative has received in the permitting and site review process. As you know, the City of Neptune Beach Community Development Board (“CDB”) unanimously approved the Shorebreak initiative during its preliminary site review meeting on June 9, 2021.

Following that meeting, and in keeping with our commitment to be good Neptune Beach neighbors, Shorebreak incorporated community feedback to enhance its site plan beyond what CDB unanimously approved. These landscaping and mitigation revisions not only meet but exceed City of Neptune Beach code requirements for commercial development. The revised site plan includes:

- An additional eight (8) shade trees (six (6) shade trees on the eastern front of the property along the 3rd Street corridor and two (2) additional shade trees inland on the western front of the building) in order to enhance the tree canopy on 3rd St as well as provide for continuity with the Ish Brant Park. The shade trees chosen for the property were selected from the approved list of shade trees considering impact on the city sidewalk and underground storm water chambers, aesthetics with the overall design and canopy.
- An additional four (4) cabbage palm trees along the northern front of the property and converted rows of dwarf oleanders to full size oleanders in order to provide for incremental coverage and shading for our neighbor to the north into the first-floor parking.
- An additional four (4) cabbage palm trees along the southern front of the property and converted rows of dwarf oleanders to full size oleanders in order to provide for incremental coverage and shading for our neighbor to the north into the first-floor parking.
- Additional plantings commensurate and necessary to create a butterfly waystation in order to provide for nature conservation.
- Increased funding into the tree mitigation fund such that 70% of the diseased trees are mitigated, although the original report only called for a 30% mitigation rate (as noted by certified arborist) resulting in a total contribution of \$55,440 instead of the calculated \$22,500.
- Retained the greenscape anchoring incremental ornamental and shade trees, respectively in front of the building and rear islands in consideration of the executed parking deferral agreement.

Thank you again for your time and consideration in this process. We are very excited at the prospect of joining the Neptune Beach community. As always, please let us know if you have any questions.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mike Hand", with a large, stylized flourish at the end.

Mike Hand

Managing Member

Shorebreak Ventures, LLC

LANDSCAPE REQUIREMENTS

- A. INTERIOR LANDSCAPING**
- TOTAL PUBLIC VEHICULAR USE AREA (VUA) 10588 S.F. TOTAL PUBLIC INTERIOR LANDSCAPE REQUIRED: 1058 S.F. X 10%
1059 S.F. REQUIRED/1800 S.F. PROVIDED
 - ONE TREE PER 300 S.F. OF LANDSCAPE AREA
6 TREES REQUIRED / 7 TREES PROVIDED
- B. PERIMETER LANDSCAPING ADJACENT TO THE STREET**
- STATE ROAD A-1-A 128'
- TEN S.F. FOR EVERY L.F. OF VUA STREET FRONTAGE (MINIMUM 5 S.F.) - 119'
 - A DURABLE OPAQUE SCREEN ALONG AT LEAST 75% OF STREET R.O.W. EXCLUDING DRIVEWAY
90 L.F. X 75" = 66 L.F. @ 3' O.C.
 - 22 SHRUBS REQUIRED / 28 SHRUBS PROVIDED
 - ONE TREE EVERY 50 L.F. (NO MORE THAN 75' APART) OF VUA STREET FRONTAGE
3 TREE REQUIRED / 4 TREE PROVIDED
- C. PERIMETER LANDSCAPING ADJACENT TO ABUTTING PROPERTIES**
- NORTH PROPERTY LINE 128'
 - SOUTH PROPERTY LINE 227'
 - WEST PROPERTY LINE 128'
- FIVE FEET WIDE LANDSCAPE AREA BETWEEN VUA AND ABUTTING PROPERTY
2043 S.F. REQUIRED / 1930 S.F. PROVIDED
 - ONE TREE LOCATED WITHIN 25 L.F. OF THE VUA EVERY 50 L.F. OF DISTANCE VUA IS ABUTTING ADJACENT PROPERTY
5 TREES REQUIRED / 3 TREES PROVIDED
 - FIVE FEET WIDE LANDSCAPE AREA BETWEEN VUA AND ABUTTING PROPERTY
2043 S.F. REQUIRED / 1705 S.F. PROVIDED
 - ONE TREE LOCATED WITHIN 25 L.F. OF THE VUA EVERY 50 L.F. OF DISTANCE VUA IS ABUTTING ADJACENT PROPERTY
5 TREES REQUIRED / 2 TREES PROVIDED
 - FIVE FEET WIDE LANDSCAPE AREA BETWEEN VUA AND ABUTTING PROPERTY
1152 S.F. REQUIRED / 626 S.F. PROVIDED
 - ONE TREE LOCATED WITHIN 25 L.F. OF THE VUA EVERY 50 L.F. OF DISTANCE VUA IS ABUTTING ADJACENT PROPERTY
3 TREES REQUIRED / 3 TREES PROVIDED

TOTAL VEHICULAR USE AREA - 19,841 SF
53% IS UNDER THE BUILDING FOOTPRINT INCLUDING THE 3RD FLOOR OVERHANG.
70% OF THE PARKING SPACES ARE UNDER THE BUILDING

SEE SHEET L-4 FOR THE IRRIGATION PLAN

TREE LEGEND

- CABBAGE PALM (SP)
- LIVE OAK (QV)
- MAGNOLIA (MG)
- LOQUAT (EJ)
- REDBUD (CC)
- SYLVESTER PALM (PS)

0 10 20
SCALE: 1"= 10'-0"

LANDSCAPE PLAN: GENERAL NOTES & SPECIFICATIONS

- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE
- ALL TREES AND SHRUBS SHALL BE GRADE "FLORIDA FANCY".
- ALL PLANTS MUST BE BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
- ALL PLANTS SHALL BE TRIANGULAR SPACED.
- ALL TREES MUST BE GUYED AND STAKED AS SHOWN IN THE DETAILS.
- ALL PLANTS MUST BE TREATED WITH A ROOT STIMULANT PER THE LABEL AT THE TIME OF PLANTING.
- ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED WITH (2-2 1/2) INCHES OF PINE STRAW.
- PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES DURING THE COURSE OF THE WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS, BEFORE PRICING THE WORK.
- THE PLANTING SHALL BE DONE IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. THIS IS TO INCLUDE PROPER PLANTING MIXING, PLANTED AND TREE PIT PREPARATION, PRUNING, STAKING OR GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE UNTIL ACCEPTANCE BY THE OWNER.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF PLANTING AREAS AND LAWNS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE LANDSCAPE ARCHITECT AND THE OWNER.
- ALL PLANTS SHALL BE GUARANTEED FOR 90 DAYS FOR FINAL INSPECTION AND ACCEPTANCE ALL TREES SHALL BE GUARANTEED AND ADDITIONAL 180 DAYS.
- ALL PLANTS ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING, ALL TREES MUST BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- THIS CONTRACT IS SUBJECT TO THE RULES AND REGULATIONS OF THE "GRADES AND STANDARDS" FOR NURSERY PLANTS AS PUBLISHED BY THE DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. IF THE OWNER OF LANDSCAPE ARCHITECT HAS REASON TO BELIEVE THAT THE PLANTS ARE NOT OF THE SPECIFIED GRADE, HE WILL REQUEST A REGRADING INSPECTION, AND SUCH EVIDENCE WILL BE BASIS FOR REQUESTING REPLACEMENT OF PLANTS AND FOR LEGAL OR OTHER ACTION ACCORDING TO LAW, SHOULD THIS BECOME NECESSARY.
- PLANT SOIL MIXTURE: ADD SUFFICIENT PEAT OR RECYCLED COMPOST AND BUILDERS SAND TO NATURAL, FERTILE, FRIABLE TOPSOIL TYPICAL OF THE LOCALITY TO ACHIEVE A 1:3 ORGANIC MIX.
- PRIOR TO ANY LAND CLEARING OPERATIONS, TEMPORARY BARRIERS SHALL BE INSTALLED AROUND ALL TREES AND ALL UNDERSTORY VEGETATION TO REMAIN WITHIN THE LIMITS OF LAND CLEARING OR CONSTRUCTION AND SHALL REMAIN UNTIL THE COMPLETION OF WORK. THE TEMPORARY BARRIER SHALL COMPLY WITH THE TREE BARRIER DETAIL AS DEPICTED ON THIS SHEET.
- NO MATERIALS, TRAILERS, EQUIPMENT OR CHEMICALS SHALL BE STORED, OPERATED, DUMPED, BURIED, OR BURNED WITHIN THE PROTECTED AREAS. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS OR PERMITS SHALL BE ATTACHED TO A PROTECTED TREE.
- WHEN REMOVING BRANCHES FROM PROTECTED TREES TO CLEAR FOR CONSTRUCTION OR PRUNING TO RESTORE THE NATURAL SHAPE OF THE TREE, THE GUIDELINES IN THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AND THE AMERICAN STANDARDS FOR TREE CARE OPERATIONS (ANSI # 2133.1) SHALL BE FOLLOWED. PROTECTED TREES SHALL BE PRUNED AND FERTILIZED AS NECESSARY TO COMPENSATE FOR ANY LOSS OF ROOTS AND TO STIMULATE ROOT GROWTH. ANY DAMAGE TO TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY AFTER DAMAGE OCCURS.

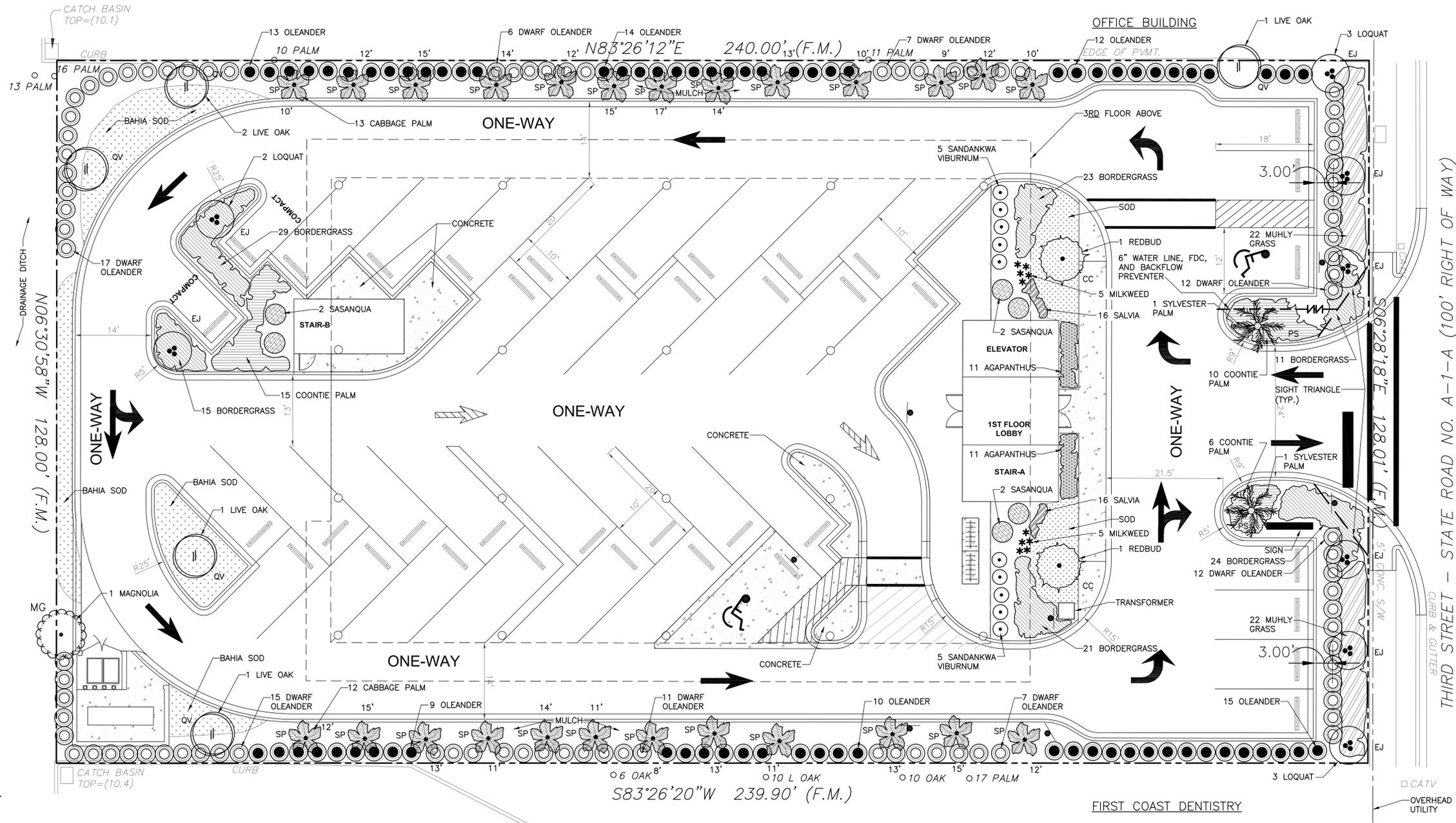
PLANT SCHEDULE

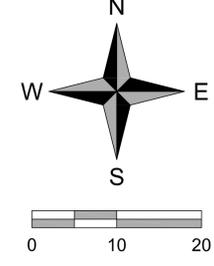
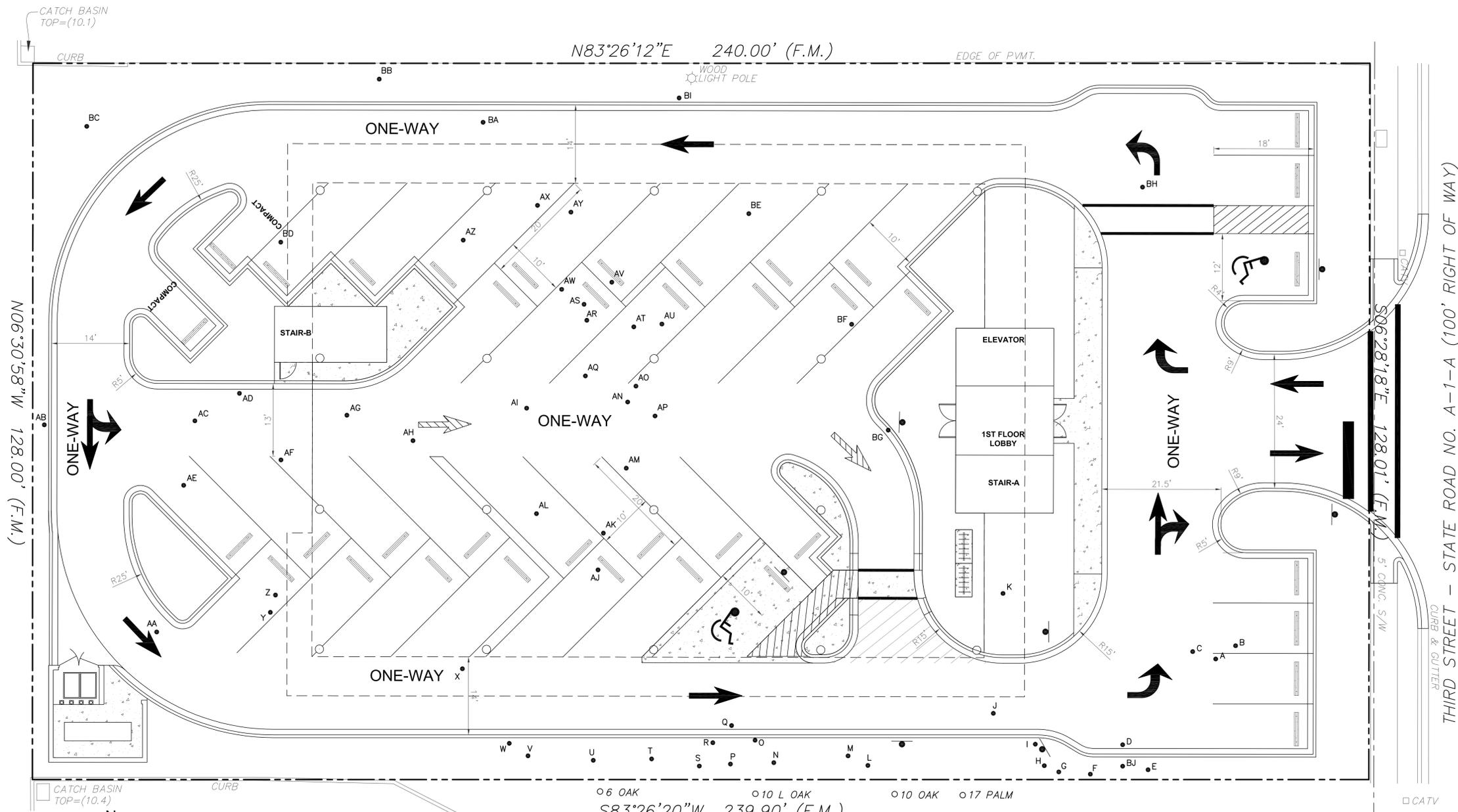
QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE AND SPACING	FLORIDA NATIVE
TREES				
25	CABBAGE PALM	SABAL PALMETTO	CLR. TRK. HEIGHT AS SHOWN	YES
5	LIVE OAK	QUERCUS VIRGINIANA	10'-12' HT., 4" CAL.	YES
8	LOQUAT	ERIOBOTRYA JAPONICA	10'-12' HT., 4" CAL.	NO
1	MAGNOLIA	MAGNOLIA GRANDIFLORA	10'-12' HT., 4" CAL.	YES
2	REDBUD	CERCIS CANADENSIS	10' HT., 4" CAL.	YES
2	SYLVESTER PALM	PHOENIX SYLVESTRIS	10' C.T.	NO
SHRUBS AND GROUNDCOVER				
22	AGAPANTHUS	AGAPANTHUS ORIENTALIS	1 GAL., 2' O.C.	NO
123	BORDERGRASS	LIRIOPE 'SUPER BLUE'	1 GAL., 2' O.C.	NO
31	COONTIE PALM	ZAMIA FLORIDANA	3 GAL., 3' O.C.	YES
87	DWARF OLEANDER	NERIUM OLEANDER 'DWARF'	3 GAL., 4' O.C., PINK	NO
10	MILKWEED	ASCLEPIAS SPP.	1 GAL., 2' O.C.	NO
44	MUHLY GRASS	MUHLENBERGIA CAPILLARIS	1 GAL., 3' O.C.	YES
73	OLEANDER	NERIUM OLEANDER	3 GAL., 4' O.C., DEEP PINK	NO
32	SALVIA	SALVIA COCCINEA	4" POT	NO
10	SANDANKWA VIBURNUM	VIBURNUM SUSPENSUM	3 GAL., 3' O.C.	NO
6	SASANQUA	CAMELLIA SASANQUA 'KANJIRO'	7 GAL., 30"-36" HT., PINK	NO

• SOD TO BE ST. AUGUSTINE 'FLORATAM' SOD UNLESS LABELED BAHIA SOD (ARGENTINE BAHIA)
• MULCH TO BE PINE STRAW OR PINE BARK AT 2"-2.5" DEPTH

THERE IS A SHORTAGE OF 6 SHADE TREES ALONG THE NORTH AND SOUTH PROPERTY LINES. A FEE WILL NEED TO BE PAID, OR 6 TREES PROVIDED TO THE CITY OF NEPTUNE BEACH.

INSTALL PLANTS TO MAINTAIN A CLEAR 3' RADIUS AREA AROUND FDC





TREE MITIGATION PLAN
SCALE: 1" = 10'-0"

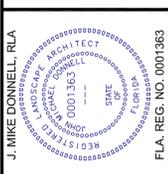
- 6 OAK
 - 10 L OAK
 - 10 OAK
 - 17 PALM
- $S83^{\circ}26'20''W$ 239.90' (F.M.)
- THERE ARE NUMEROUS CABBAGE PALMS TO BE REMOVED THAT ARE NOT SHOWN
- THERE ARE NO HEALTHY CHAMPION OR HERITAGE TREES ON SITE
- ALL TREES ARE TO BE REMOVED
- SEE SHEET L-3 FOR THE TREE MITIGATION TABLE AND ARBORIST'S REPORT

DATE	REV. NO.	REVISIONS	BY
1-14-21	1	PER CLIENT COMMENTS	JMD
6-28-21	5	CHANGED DUMPSTER FOOTPRINT AND INTERIOR ISLANDS	JMD

SHOREBREAK VENTURES, LLC
STATE ROAD A-1-A
NEPTUNE BEACH, FLORIDA

SHEET TITLE: TREE MITIGATION PLAN

DONNELL LANDSCAPE DESIGN, INC.
5617 SALERNO ROAD
JACKSONVILLE, FLORIDA 32244
PHONE (904) 333-2342



DATE: 1-11-2021
SCALE: 1" = 10'-0"
DRAWN: DCC
CHECKED: JMD

SHEET NO.
L-2



Marc White / I.S.A. Certified Arborist FL-5641-A

310 3RD Street
Neptune Beach, FL 32266

Per your request we have visited the property at the above address on 9/26/2020 and our findings are as follows:

- A. Tag# 247 – 7” D.B.H. sand live oak (*Quercus geminata*) – this tree had no visible health or structural issues at the time of inspection.
- B. Tag# 246 – 6” D.B.H. sand live oak (*Quercus geminata*) – this tree had no visible health or structural issues at the time of inspection.
- C. Tag# 245 – 10” D.B.H. sand live oak (*Quercus geminata*) – this tree had no visible health or structural issues at the time of inspection.
- D. Tag# 252 – 7” D.B.H. sand live oak (*Quercus geminata*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- E. Tag# 201 – 9” D.B.H. Darlington oak (*Quercus hemisphaerica*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has decay pockets on the east side of the trunk, approximately 7’ up from the base.
- F. Tag# 201 – 15” D.B.H. Darlington oak (*Quercus hemisphaerica*) – this tree was measured incorrectly on the site plan as a 14” DBH. This tree has decay pockets on the west side of the root flare.
- G. Tag# 203 – 10” D.B.H. hickory (*Carya*) – this tree was misidentified on the site plan as an oak. This tree has a compartmentalized torsional split with decay on the north side of the trunk. Decay is found on the west side of the root flare.
- H. Tag# 244 – 9” D.B.H. redbay (*Persea borbonia*) – this tree is measured and misidentified on the site plan as a 7” DBH oak. This tree is dead.



Marc White / I.S.A. Certified Arborist FL-5641-A

- AI. Tag# 215 – 24” D.B.H. laurel oak (*Quercus laurifolia*) – this tree has decay pockets on the trunk and root flare. Slime flux disease, insect frass and heart rot decay are present.
- AJ. Tag# 251 – 16” D.B.H. live oak (*Quercus virginiana*) – this tree is measured incorrectly on the site plan as a 15” DBH. This tree has multiple insect galls on the lower trunk area.
- AK. Tag# 250 – 11” D.B.H. live oak (*Quercus virginiana*) – this tree has insect galls on the trunk, approximately 6’ up on the east side of the tree.
- AL. Tag# 239 – 11” D.B.H. live oak (*Quercus virginiana*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has a small amount of decay caused by small insect galls on the south west side of the trunk, approximately 8’ up from the base.
- AM. Tag# 240 – 11” D.B.H. black cherry (*Prunus serotina*) – this tree has decay and insect frass at the root flare and on the lower trunk. This tree is uprooting and leans to the south east causing this tree to be a hazard to people, structures, and property.
- AN. Tag# 242 – 11” D.B.H. live oak (*Quercus virginiana*) – this tree had no visible health or structural issues at the time of inspection.
- AO. Tag# 207 – 11” D.B.H. live oak (*Quercus virginiana*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- AP. Tag# 216 – 14” D.B.H. hickory (*Carya*) – this tree is measured incorrectly on the site plan as a 13” DBH. This tree has an abiotic wound with decay at the root flare and on the root system. This tree is uprooting and leans to the east. This tree is a hazard to people, structures, and property.



Marc White / I.S.A. Certified Arborist FL-5641-A

- I. Tag# 204 – 13” D.B.H. Darlington oak (*Quercus hemisphaerica*) – this tree has a large decay pocket on the west side of the trunk, approximately 15’ up from the base.
- J. Tag# 243 – 7” D.B.H. Darlington oak (*Quercus hemisphaerica*) – this tree has bracket fungi and decay pockets in multiple areas on the trunk. Slime flux disease is present.
- K. Tag# 205 – 13” D.B.H. Darlington oak (*Quercus hemisphaerica*) – this tree is measured and identified incorrectly on the site plan as a 12” DBH L oak. This tree has decay pockets on the west side of the trunk, approximately 6’ up from the base. Insect frass is present.
- L. Tag# 206 – 9” D.B.H. sand live oak (*Quercus geminata*) – this tree is measured incorrectly on the site plan as a 12” DBH. This tree has multiple decay pockets on the south side of the trunk.
- M. Tag# 219 – 10” D.B.H. sand live oak (*Quercus geminata*) – this tree has a torsional split that has compartmentalized with decay on the south west side of the tree.
- N. Tag# 231 – 14” D.B.H. sand live oak (*Quercus geminata*) – this tree is measured incorrectly on the site plan as a 13” DBH. This tree had no visible health or structural issues at the time of inspection.
- O. Tag# 229 – 7” D.B.H. hickory (*Carya*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- P. Tag# 230 – 18” D.B.H. sand live oak (*Quercus geminata*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has a torsional split on the north side of the trunk, approximately 15’ up from the base. A decay pocket is found at the root flare.



Marc White / I.S.A. Certified Arborist FL-5641-A

- AQ. Tag# 217 – 12” D.B.H. live oak (*Quercus virginiana*) – this tree had no visible health or structural issues at the time of inspection.
- AR. Tag# 218 – 13” D.B.H. live oak (*Quercus virginiana*) – this tree had no visible health or structural issues at the time of inspection.
- AS. Tag# 222 – 13” D.B.H. laurel oak (*Quercus laurifolia*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has slime flux disease and insect frass is present.
- AT. Tag# 238 – 11” D.B.H. hickory (*Carya*) – this tree is mis-identified on the site plan as a birch. This tree had no visible health or structural issues at the time of inspection.
- AU. Tag# 224 – 8” D.B.H. Darlington oak (*Quercus hemisphaerica*) – this tree has hypoxylon canker, slime flux disease and insect frass.
- AV. Tag# 228 – 10” D.B.H. Darlington oak (*Quercus hemisphaerica*) – using a hammer, I performed a hammer test on the trunk of the tree and determined this tree is hollow. Slime flux disease and insect frass are present.
- AW. Tag# 225 – 8” D.B.H. sand live oak (*Quercus geminata*) – this tree has a large decay pocket on the root flare and on the trunk.
- AX. Tag# 223 – 24” (10”+14”) D.B.H. D.B.H. black cherry (*Prunus serotina*) – this tree is measured incorrectly and misidentified on the site plan as a 20” DBH oak. This tree is uprooting and has an abiotic wound with decay at the root flare. Heart rot decay is present.
- AY. Tag# 253 – 6” D.B.H. hickory (*Carya*) – this tree had no visible health or structural issues at the time of inspection.
- AZ. Tag# 280 – 18” D.B.H. live oak (*Quercus virginiana*) – this tree has heart rot decay.
- BA. Tag# 280 – 10” D.B.H. sand live oak (*Quercus geminata*) – this tree had no visible health or structural issues at the time of inspection.



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- Q. Tag# 235 – 12” D.B.H. sand live oak (*Quercus geminata*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has response wood and decay at the codominant union.
- R. Tag# 236 – 12” D.B.H. sand live oak (*Quercus geminata*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree had no visible health or structural issues at the time of inspection.
- S. Tag# 237 – 9” D.B.H. sand live oak (*Quercus geminata*) – this tree is not on the site plan but is on the property. This tree was drawn in on the site plan by The Branch Manager. This tree has decay pockets on the south west side of the root flare.
- T. Tag# 221 – 29” (9”+8”+12”) D.B.H. sand live oak (*Quercus geminata*) – this tree is measured incorrectly on the site plan as a 13”+16” DBH. This tree has decay pockets at the codominant union. Slime flux disease is present.
- U. Tag# 232 – 15” D.B.H. sand live oak (*Quercus geminata*) – this tree has an insect gall on the west side of the root flare.
- V. Tag# 234 – 14” D.B.H. hickory (*Carya*) – this tree had no visible health or structural issues at the time of inspection.
- W. Tag# 227 – 13” D.B.H. chinaberry (*Melia azedarach*) – this tree is misidentified on the site plan as an American elm. This species is not protected.
- X. Tag# 220 – 27” (13”+14”) D.B.H. chinaberry (*Melia azedarach*) – this tree is misidentified on the site plan as a cherry. This species is not protected.
- Y. Tag# 208 – 8” D.B.H. silver maple (*Acer saccharinum*) – this tree is measured incorrectly on the tree survey as a 9” DBH. This tree has multiple decay pockets at the root flare.



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- BB. Tag# 264 – 22” D.B.H. live oak (*Quercus virginiana*) – this tree has heart rot decay at the base of the tree.
- BC. Tag# 278 – 20” D.B.H. sugarberry (*Celtis*) – this tree is measured incorrectly and misidentified on the site plan as a 22” DBH elm. This tree has multiple abiotic wounds with decay at the root flare.
- BD. Tag# 263 – 30” D.B.H. live oak (*Quercus virginiana*) – this tree is measured incorrectly on the site plan as a 34” DBH. This tree has an abiotic wound with decay at the root flare.
- BE. Tag# 277 – 26” D.B.H. live oak (*Quercus virginiana*) – this tree is measured incorrectly on the site plan as a 19” DBH. This tree has an abiotic wound with decay on the exposed root system. This tree is uprooting and leans to the west causing this tree to be a hazard to people, structures, and property. Slime flux disease is found at just below the codominant union on the east side of the tree.
- BF. Tag# 271 – 6” D.B.H. hickory (*Carya*) – this tree had no visible health or structural issues at the time of inspection.
- BG. Tag# 276 – 29” D.B.H. magnolia (*Magnolia grandiflora*) – this tree is measured incorrectly on the site plan as a 28” DBH. This tree has large decay pockets on the trunk and other sections of this tree. A torsional split is found on the east side of the tree at the base.
- BH. Tag# 268 – 36” D.B.H. live oak (*Quercus virginiana*) – this tree has a torsional split with decay at the root flare. Heart rot decay is visible on the trunk approximately 15’ up from the base. There is a large area of response wood on the south east side of the tree, approximately 5’ up from the base, just above the torsional split indicating this tree will split further. A hammer test confirmed the tree is hollow at the base.
- BI. Tag# 275 – 7” D.B.H. hickory (*Carya*) – this is misidentified on the site plan as a 7” oak. This tree had no visible health or structural issues at the time of inspection.



Marc White / I.S.A. Certified Arborist FL-5641-A

- Z. Tag# 209 – 25” D.B.H. blackgum (*Nyssa sylvatica*) – this tree is misidentified on the site plan as an elm. This tree has a large decay pocket on the trunk. Heart rot decay is present.
- AA. Tag# 248 – 12” D.B.H. cherry laurel (*Prunus laurocerasus*) – this tree is measured incorrectly and misidentified on the site plan as 15” DBH oak. This species is not protected.
- AB. Tag# 210 – 17” D.B.H. cherry laurel (*Prunus laurocerasus*) – this tree is measured incorrectly and misidentified on the site plan as 20” DBH oak. This species is not protected.
- AC. Tag# 7” D.B.H. red maple (*Acer rubrum*) – this tree has multiple decay pockets at the root flare. An abiotic wound with decay is found on the root flare.
- AD. Tag# 249 – 11” D.B.H. blackgum (*Nyssa sylvatica*) – this tree is mis-identified and measured incorrectly on the site plan as a 13” DBH elm. This tree has a large decay pocket at the root flare. Heart rot decay is present.
- AE. Tag# 212 – 6” D.B.H. red maple (*Acer rubrum*) – this tree is measured incorrectly on the site plan as a 7” DBH. This tree has multiple decay decay pockets at the root flare.
- AF. Tag# 213 – 8” D.B.H. magnolia (*Magnolia grandiflora*) – this tree is measured incorrectly on the site plan as a 9” DBH. This tree had no visible health or structural issues at the time of inspection.
- AG. Tag# 214 – 9” D.B.H. magnolia (*Magnolia grandiflora*) - this tree is measured incorrectly on the site plan as a 10” DBH. This tree had no visible health or structural issues at the time of inspection.
- AH. Tag# 241 – 28” D.B.H. live oak (*Quercus virginiana*) – this tree is measured incorrectly on the site plan as a 31” DBH. This tree has large decay pockets on the root flare, slime flux disease is present.



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- BJ. Tag# 270 – 7” D.B.H. chinaberry (*Melia azedarach*) – this tree is misidentified on the site plan as a 7” DBH oak. This species is not protected.

Trees C, E – M, P, Q, S – U, W – AE, AH – AM, AP, AS, AU – AX, AZ, BB – BE, BG, BH, BJ are non-mitigable.

Trees A, B, D, N, O, R, V, AF, AG, AN, AQ, AR, AT, AY, BA, BF, BI are mitigable.

Hardwoods – Total inches: 181” x \$180 per inch = \$32,580
**If all healthy trees are removed this would be your mitigation cost paid to Neptune Beach.

PER THE CITY OF NEPTUNE BEACH, SUFFICIENCY REVIEW,
DATED 5–25–21:

181” OF HEALTHY TREES NEED TO BE MITIGATED.

28” ARE BEING MITIGATED FOR SHADE TREE REPLACEMENT.

AN ADDITIONAL 56” ARE BEING ADDED TO THE SITE (20” OF LIVE OAK, 4” OF MAGNOLIA, AND 32” OF LOQUAT)

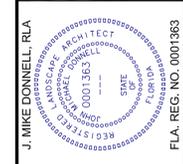
THE TOTAL FOR ALL TREE MITIGATION IS \$22,500 (\$17,460 FOR 97”, AND \$5040 FOR 28” OF SHADE TREES).

DATE	REV. NO.	REVISIONS	BY
1-14-21	1	PER CLIENT COMMENTS	JMD
5-13-21	2	PER REVISED LANDSCAPE PLAN	JMD
6-1-21	3	PER CITY COMMENTS	JMD
6-21-21	4	ADDED 8 LOQUAT, REVISED FEE	JMD
6-28-21	5	REMOVED 1 LIVE OAK, REVISED FEE	JMD

SHOREBREAK VENTURES, LLC
STATE ROAD A-1-A
 NEPTUNE BEACH, FLORIDA

SHEET TITLE: NOTES AND DETAILS

DONNELL LANDSCAPE DESIGN, INC.
 5617 SALERNO ROAD
 JACKSONVILLE, FLORIDA 32244
 PHONE (904) 333-2342



DATE:	1-11-2021
SCALE:	1" = 10'-0"
DRAWN:	DCC
CHECKED:	JMD

SHEET NO.
L-3

IRRIGATION WATER DEMAND				
ZONE NO.	GPM	TYPE	MINUTES	TOTAL GALLON
1	19	SPRAY	15	285
2	19	SPRAY	15	285
3	3	SPRAY	15	45
4	9	SPRAY	15	135
5	6.0	DRIP	60	360
6	4.5	DRIP	60	270
7	6.0	DRIP	60	360
8	6.0	DRIP	60	360
RUN TIMES:			TOTAL 2100	
DAY 1 - 30: RUN IRRIGATION EVERY DAY				
DAY 21 - 60: RUN IRRIGATION EVERY OTHER DAY				
DAY 61 - ON: RUN IRRIGATION PER TIME OF YEAR BELOW				
* BETWEEN DECEMBER THROUGH FEBRUARY, WATER ONLY ON TUESDAY, AND APPLY 3/4" OR LESS PER WEEK.				
* BETWEEN MARCH THROUGH NOVEMBER, WATER ONLY TUESDAY AND FRIDAY AND APPLY ONLY 1/2" OR LESS EACH WATERING DAY.				
IN STREET RIGHT OF WAY:				
HIGH VOLUME IRRIGATION (SPRAY HEADS)			40%	
LOW VOLUME IRRIGATION (DRIP, BUBBLERS, ROTORS AND NON-IRRIGATED AREAS)			60%	

IRRIGATION NOZZLE LEGEND			
NOZZLE LETTER	MAKE / TYPE	RADIUS	PRECIP. IN./HR.
A	RAINBIRD 8 SERIES MPR	8 FT QTR	1.81
B	RAINBIRD 8 SERIES MPR	8 FT HALF	1.81
C	RAINBIRD 8 SERIES MPR	8 FT FULL	1.81
D	RAINBIRD 10 SERIES MPR	10 FT QTR	1.75
E	RAINBIRD 10 SERIES MPR	10 FT HALF	1.75
F	RAINBIRD 10 SERIES MPR	10 FT FULL	1.75
G	RAINBIRD 12 SERIES MPR	12 FT QTR	2.01
H	RAINBIRD 12 SERIES MPR	12 FT HALF	2.01
I	RAINBIRD 12 SERIES MPR	12 FT FULL	2.01
J	RAINBIRD 15 STRIP	15 FT EST	0.97
K	RAINBIRD 15 SERIES	15 FT SST	0.97
L	RAINBIRD 15 SERIES MPR	15 FT QTR	1.83
M	RAINBIRD 15 SERIES MPR	15 FT HALF	1.83
N	RAINBIRD 15 SERIES MPR	15 FT FULL	1.83
P	RAINBIRD 5 SERIES STREAM BUBBLER		
BB	RAINBIRD 1400 SERIES BUBBLER MODEL 1404 5000 - MPR 25 ROTOR	5 CST-B	1.0GPM 0.45
R			

IRRIGATION LEGEND	
	1" RAINBIRD PGA SERIES ELECTIC VALVE
	1" LOW FLOW VALVE - RAINBIRD XCZ-100-PRF
	RAINBIRD ESP-LX MODULAR IRRIGATION CONTROLLER; INSTALL WITH STATE APPROVED RAIN SHUT OFF DEVICE
	WILKINS 1" REDUCE PRESSURE BACK FLOW PREVENTER (OR APPROVED EQUAL)
	WATER METER TO PRODUCE 25-30 GPM @ 45 PSI
	3/4" BRASS HOSE BIBB - INSTALL WATTS REGULATOR SERIES 8 HOSE BIBB VACUUM BREAKER (OR APPROVED EQUAL) INTO PROPOSED HOSE BIBB.
	FLUSH CAP - MDCFCAP
	RAINBIRD DRIPLINE, XFD-06-12-500, BROWN; PLACE AROUND PLANTS BEFORE MULCHING
	LUXB-360 XERI-BUBBLER
	4" AND 6" POP-UP
	12" HI-POP
	SHRUB RISER
	TURF ROTOR
	ZONE NUMBER
	GALLONS PER MINUTE

IRRIGATION NOTES

THE CONTRACTORS ATTENTION IS CALLED TO THE FACT THAT THERE ARE OTHER ACTIVE UTILITIES AND SERVICES IN AND AROUND THE SITE. CONTRACTOR IS RESPONSIBLE FOR LOCATING THESE TO AVOID DAMAGE TO THEM.

THE CONTRACTOR SHALL MAKE ANY NECESSARY ADJUSTMENTS IN THE PROPOSED IRRIGATION SYSTEM TO AVOID DAMAGE TO EXISTING STRUCTURES, PAVING AND UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO ALL CODES AND ORDINANCES RELEVANT TO THE WORK UNDER THIS CONTRACT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ON-SITE UTILITIES, STRUCTURES, OR PAVING RESULTING FROM IRRIGATION CONSTRUCTION.

ALL WORK ADJUSTMENTS AND INSPECTIONS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND LABOR TO FULLY EXECUTE AND GUARANTEE, AS REQUIRED, THE TOTAL SHOWN ON THIS PLAN IN ACCORDANCE WITH SPECIFICATIONS, AND ALSO AS PER INSTRUCTIONS OF THE LANDSCAPE ARCHITECT AND THE OWNER.

THE CONTRACTOR SHALL VERIFY ALL QUANTITIES TO ASSURE ADEQUATE INSTALLATION OF THE SYSTEM.

THE LOCATION OF THE AUTOMATIC CONTROL CLOCK IS GENERALLY INDICATED ON THE DRAWING AND WILL BE SPECIFICALLY LOCATED ON SITE BY THE ARCHITECT OR THE OWNER.

ELECTRICAL SOURCE WILL BE SUPPLIED BY OTHERS.

IT WILL BE THE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO MAKE ALL NECESSARY CONNECTIONS AND PROVIDE ALL EQUIPMENT TO OPERATE THE SYSTEM.

WIRE TO CONFORM WITH NATIONAL ELECTRICAL CODE, SIZED ADEQUATELY TO CARRY CURRENT DISTANCES AS INDICATED. ALL CONNECTIONS TO BE WATERPROOF SNAP-TYPE CONNECTIONS.

BACKFLOW PREVENTER TO BE DOUBLE CHECK VALVE, RAINBIRD DCA SERIES OR EQUAL, TO BE INSTALLED TO MEET ALL LOCAL CODES, ORDINANCES, AND PERMITS. ALL VALVES TO BE INSTALLED IN PROTECTIVE BOXES, AMTEX, OR EQUAL, 8" DIAMETER.

ALL PIPING TO BE SCH PR#160; ALL SLEEVES TO BE SCHEDULE #40.

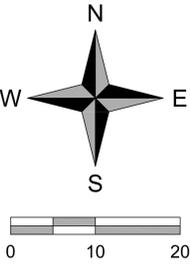
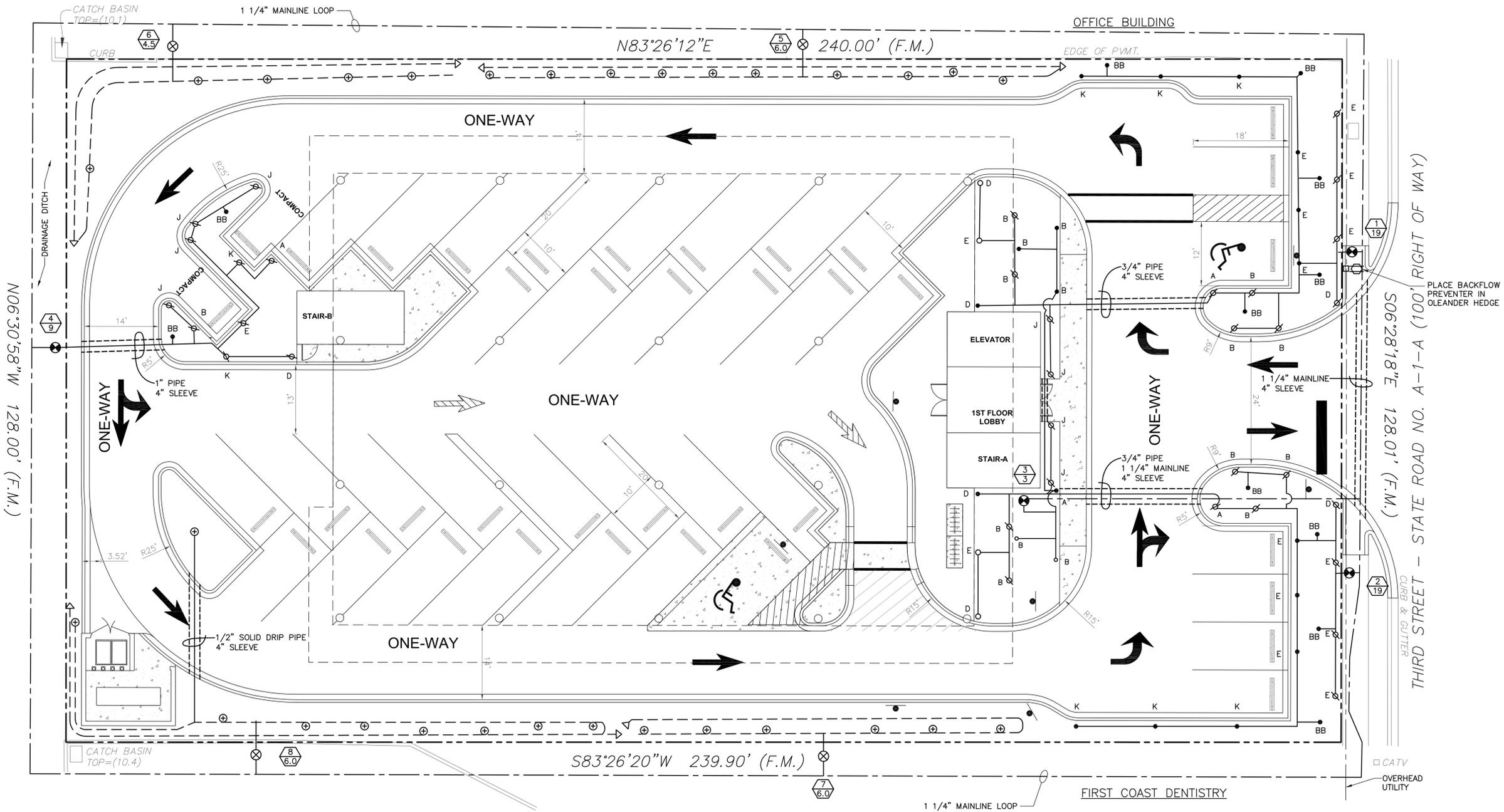
EXCAVATE MAINLINE TRENCH A MINIMUM OF 18" DEPTH. ALL OTHER PIPE LINES TO BE 12" OR GREATER IN DEPTH. SNAKE PIPE IN TRENCH FROM SIDE TO SIDE TO ALLOW FOR EXPANSION AND CONTRACTION.

THE IRRIGATION CONTRACTOR IS RESPONSIBLE TO ASSURE 100% COVERAGE OF THE LANDSCAPED AREAS.

AFTER ORIGINAL ACCEPTANCE BY THE OWNER, IRRIGATION SYSTEM SHOULD BE CHECKED FOR CLOGGED NOZZLES, BROKEN OR KNOCKED OFF HEADS, OR ANY BREAKS. CONFIRM SUFFICIENT COVERAGE AND ALIGNMENT OR ORIENTATION OF INDIVIDUAL HEADS AND RISERS.

IRRIGATION CONTRACTOR TO GUARANTEE IRRIGATION PARTS AND SERVICE FOR ONE YEAR. THIS EXCLUDES VANDALISM AND DAMAGE THROUGH IRRESPONSIBLE GROUNDS MAINTENANCE.

PIPE AND VALVES SHOWN OUTSIDE OF THE PROPERTY LINES OR LANDSCAPE BEDS FOR GRAPHIC CLARITY ONLY



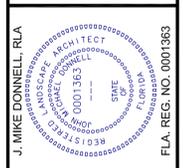
IRRIGATION PLAN
SCALE: 1" = 10'-0"

DATE	REV. NO.	REVISIONS
6-1-21	3	RELOCATED WATER METER
6-21-21	4	ADDED HEADS FOR NEW TREES
6-28-21	5	CHANGED DUMPSTER FOOTPRINT AND INTERIOR ISLANDS

SHOREBREAK VENTURES, LLC
STATE ROAD A-1-A
NEPTUNE BEACH, FLORIDA

SHEET TITLE: IRRIGATION PLAN

DONNELL LANDSCAPE DESIGN, INC.
5617 SALERNO ROAD
JACKSONVILLE, FLORIDA 32244
PHONE (904) 333-2342



DATE: 5-13-2021
SCALE: 1" = 10'-0"
DRAWN: DCC
CHECKED: JMD
SHEET NO. **L-4**

DEMOLITION NOTES

1. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BEFORE START OF DEMOLITION.
2. THE CONTRACTOR SHALL OBTAIN ANY ASBESTOS SURVEY BEFORE DEMOLITION BEGINS.
3. THE CONTRACTOR SHALL PERFORM ALL DEMOLITION IN A LAWFUL WAY.
4. THE CONTRACTOR SHALL DISPOSE OF ALL DEMOLITION MATERIAL AT A PERMITTED DISPOSAL SITE.

GEOMETRY & STRIPING NOTES

1. BOUNDARY SURVEY PROVIDED BY MELROSE SURVEYING AND MAPPING, INC.
2. GEOTECHNICAL INFORMATION PROVIDED BY: ATLANTIC GEOTECHNICAL AND ENVIRONMENTAL SERVICES.
3. ALL DIMENSIONS ARE TO FACE OF CURB (OR EDGE OF PAVEMENT, IF NO CURB) OR AS NOTED ON PLANS.
4. PARKING STRIPING SHALL CONSIST OF 4" SOLID WHITE STRIPES, UNLESS OTHERWISE NOTED ON PLANS.

PAVING & DRAINAGE NOTES

1. ALL ELEVATIONS SHOWN ARE IN FEET AND ARE BASED ON NAVD 1988. EXISTING TOPOGRAPHY PROVIDED BY MELROSE SURVEYING AND MAPPING, INC.
2. EXISTING UTILITIES HAVE BEEN SHOWN FROM THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL NOTIFY THE CITY OF NEPTUNE BEACH, DPW, AND ANY OTHER AFFECTED UTILITY COMPANIES AT LEAST THREE (3) DAYS PRIOR TO COMMENCING EXCAVATION NEAR THE UTILITY. CONTRACTOR IS RESPONSIBLE FOR LOCATION OF ALL SUCH UTILITIES IN THE PATH OF CONSTRUCTION.
3. ALL UNSUITABLE MATERIAL SHALL BE REMOVED TO A DEPTH OF 3.0 FEET BELOW PAVEMENT SUBGRADE AND 2.5 FEET BEYOND THE EDGE OF PAVEMENT (OR BACK OF CURB) AND BACKFILLED WITH SUITABLE MATERIAL.
4. ALL CONCRETE FOR SIDEWALKS SHALL BE MINIMUM STRENGTH OF 3,000 PSI.
5. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS, DETAILS, CURBING, AND PROPERTY LINES.
6. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF THE SUBGRADE FOR PAVEMENT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UNDERGROUND UTILITIES AND SHALL EXERCISE EXTREME CAUTION WHILE WORKING IN AREAS NEAR EXISTING STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL REPAIR AND PAY FOR ALL DAMAGES MADE TO EXISTING STRUCTURES AND UTILITIES.
8. THE OFFICE OF THE CITY ENGINEER SHALL BE GIVEN AT LEAST ONE (1) WEEK NOTICE PRIOR TO BEGINNING ANY CONSTRUCTION. ALL WORK SHALL BE DONE UNDER THE SUPERVISION AND INSPECTION OF THE OFFICE OF THE CITY ENGINEER IN ACCORDANCE WITH THE APPROVED PLANS.
9. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM WITH THE CURRENT CITY OF NEPTUNE BEACH REQUIREMENTS.
10. THE CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO COMPLETE THE CONSTRUCTION.
11. ALL EXCAVATION SHALL BE DONE IN A MANNER TO MINIMIZE WATER ROUTED THROUGH HAY FILTERS OR SILTATION DIAPERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 17-3, FLORIDA ADMINISTRATIVE CODE.
12. ALL DISTURBED AREAS WHICH ARE NOT SODDED SHALL RECEIVE GRASS SEED, FERTILIZER AND MULCH.
13. UNSUITABLE MATERIAL ENCOUNTERED SHALL BE DISPOSED OF OFF- SITE. SOME ORGANIC MATERIAL MAY BE SPREAD ON SITE TO PROMOTE VEGETATION GROWTH.
14. SEE SOILS REPORT AND ARCHITECTURAL PLANS BY OTHERS FOR BUILDING FOUNDATION SITE PREPARATION REQUIREMENTS.
15. STORM-WATER COLLECTION SYSTEM DESIGN IS BASED ON THE 5-YEAR RETURN FREQUENCY STORM (RATIONAL METHOD).
16. CONTRACTOR SHALL VERIFY EXISTING ROAD ELEVATIONS PRIOR TO CONSTRUCTION.
17. ALL STORM SEWER PIPE SHALL BE RCP, CLASS J, WALL B, UNLESS OTHERWISE NOTED ON THE PLANS.
18. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING UPON COMPLETION OF THE ENTIRE DRAINAGE SYSTEM. AS-BUILTS SHALL BE PROVIDED TO THE ENGINEER AND OWNER UPON COMPLETION.
19. CONTRACTOR SHALL HAVE A BENCHMARK LOCATED ON THE PROPERTY AND SHALL MAINTAIN THROUGHOUT CONSTRUCTION.
20. ALL WORK RELATED TO THE DRIVEWAY SHALL BE PER THE F.D.O.T DRIVEWAY PERMIT.

WATER & SEWER NOTES

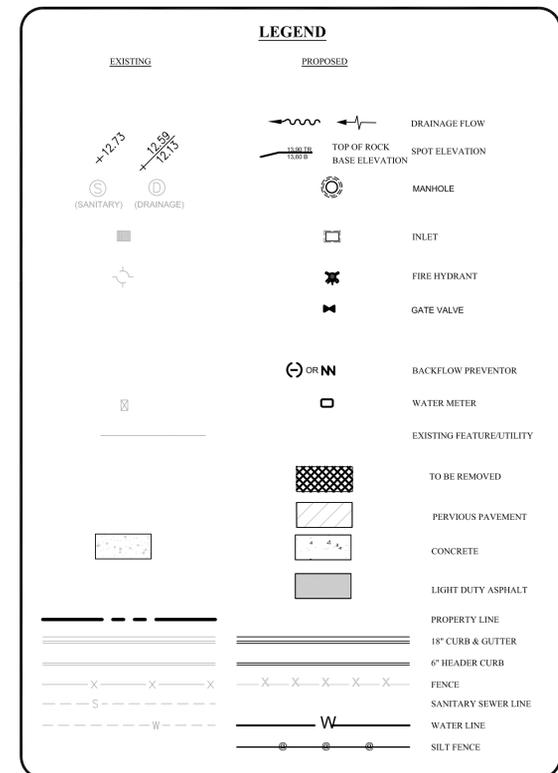
1. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS TO COMPLETE THE CONSTRUCTION.
2. THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL BEFORE BEGINNING CONSTRUCTION.
3. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF PROPOSED WATER SERVICE AND SEWER CONNECTIONS PRIOR TO COMMENCING WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
4. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF WATER AND SANITARY SEWER FACILITIES WITH ALL OTHERS CONSTRUCTION.
5. WATER LINES SHALL HAVE A MINIMUM OF THIRTY-SIX (36) INCHES OF COVER FROM FINISHED GRADE IN UNPAVED AREAS AND THIRTY (30) INCHES OF COVER IN PAVED AREAS.
6. SANITARY SEWER LINES SHALL HAVE A MINIMUM OF THIRTY-SIX (36) INCHES OF COVER FROM FINISHED GRADE IN UNPAVED AREAS AND THIRTY (30) INCHES OF COVER IN PAVED AREAS.
7. WATER AND SEWER LINES ARE DESIGNED TO FINISHED GRADE AND SHALL BE PROTECTED UNTIL FINISHED WORK IS COMPLETE.
8. WATER SERVICE PIPING SHALL BE SCHEDULE 40 PVC.
9. GRAVITY SEWER PIPE SHALL BE PVC, SDR 26 OR SCHEDULE 40
10. WATER MAIN PIPE SHALL BE DR18 PVC.
11. UNSUITABLE MATERIALS UNDER WATER, SEWER PIPE, OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL PROPERLY COMPACTED.
12. THE CONTRACTOR SHALL FURNISH REPRODUCIBLE "AS-BUILTS" DRAWINGS, OF WATER AND SEWER SYSTEM, TO THE OWNER AND THE ENGINEER.
13. EXISTING UTILITIES HAVE BEEN SHOWN FROM THE BEST AVAILABLE INFORMATION. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, STRUCTURES, AND OBSTRUCTIONS BOTH ABOVE AND BELOW THE GROUND SURFACE. ALL DAMAGES RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY REPRESENTATIVE PRIOR TO COMMENCING EXCAVATION.
15. CLASS B, TYPE 1 BEDDING SHALL BE USED FOR THIS PROJECT UNLESS OTHERWISE INDICATED ON THE PLANS.
16. NO CONNECTION TO EXISTING WATER SYSTEM WILL BE ALLOWED UNTIL ALL PROPOSED WATER LINES HAVE BEEN PRESSURE TESTED, DISINFECTED AND CLEARED FOR SERVICE.
17. THE CONTRACTOR SHALL CALL NEPTUNE BEACH DPW, BELLSOUTH, COMCAST, TECO/PEOPLES GAS AND SUNSHINE ONE CALL (800-432-4770) BEFORE DOING ANY DIGGING.
18. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST JEA STANDARDS, DETAILS, SPECIFICATIONS AND/OR ALL APPLICABLE STATE AND LOCAL REGULATIONS.
19. BACKFLOW PREVENTION ASSEMBLIES SHALL BE SELECTED AND INSTALLED WITH THE LATEST EDITION OF JEA'S CROSS-CONNECTION CONTROL POLICY MANUAL. BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED AND TESTED BY A LICENSED INSTALLER.
20. ALL WORK WITHIN THE RIGHT-OF-WAY OF THIRD STREET SHALL BE PERFORMED PER THE FDOT UTILITY PERMIT.
21. THE WATER MAIN SHALL BE PRESSURE TESTED AT 150 PSI FOR TWO HOURS PER JEA STANDARDS AND AWWA STANDARDS, C600 AND C605.
22. ALL NEW WATER MAINS SHALL BE DISINFECTED PER AWWA STANDARD C651.

NEPTUNE BEACH CITY STANDARD NOTES

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 STORM WATER 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
BRASS CORPORATION STOPS: MUELLER STYLE 300
BRASS BALL VALVES: MUELLER STYLE 300
COUPLERS: HYMAX
FIRE HYDRANT: A423 - 5 1/2" MUELLER HYDRANTS W/ STAINLESS STEEL STEM AND FASTENERS, 2 HOSE NOZZLES, 1 PUMPER NOZZLE, COLOR IN RED
M.J. RESTRAINTS: MEGALUG STYLE 2100
VALVES: MUELLER 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: FAMREX, MODEL NUMBER D400EN124, HINGED
SEWER TAPPING SADDLE: ROMAC
FORCE MAIN: PVC DR-18 OR DIP CLASS 50 OR 51, GREEN
VALVES: MUELLER STYLE 2360
D.I.P.: CLASS 50 OR 51
M.J. RESTRAINTS: MEGALUG STYLE 2100
M.J. VALVES: MUELLER 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.
(REVISED 11/19/2015)

EROSION AND SEDIMENT CONTROL NOTES

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



SCALE	N/A	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
DESIGNED BY	GSE						
DRAWN BY	HMS						
CHECKED BY	GSE						
DATE	DECEMBER 2020						
PROJECT NO.	220009.00						
1885 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • PHONE: (904)725-4220 • EDWARDS-ENG.COM							

SHOREBREAK VENTURES
310 3RD STREET
NEPTUNE BEACH, FLORIDA

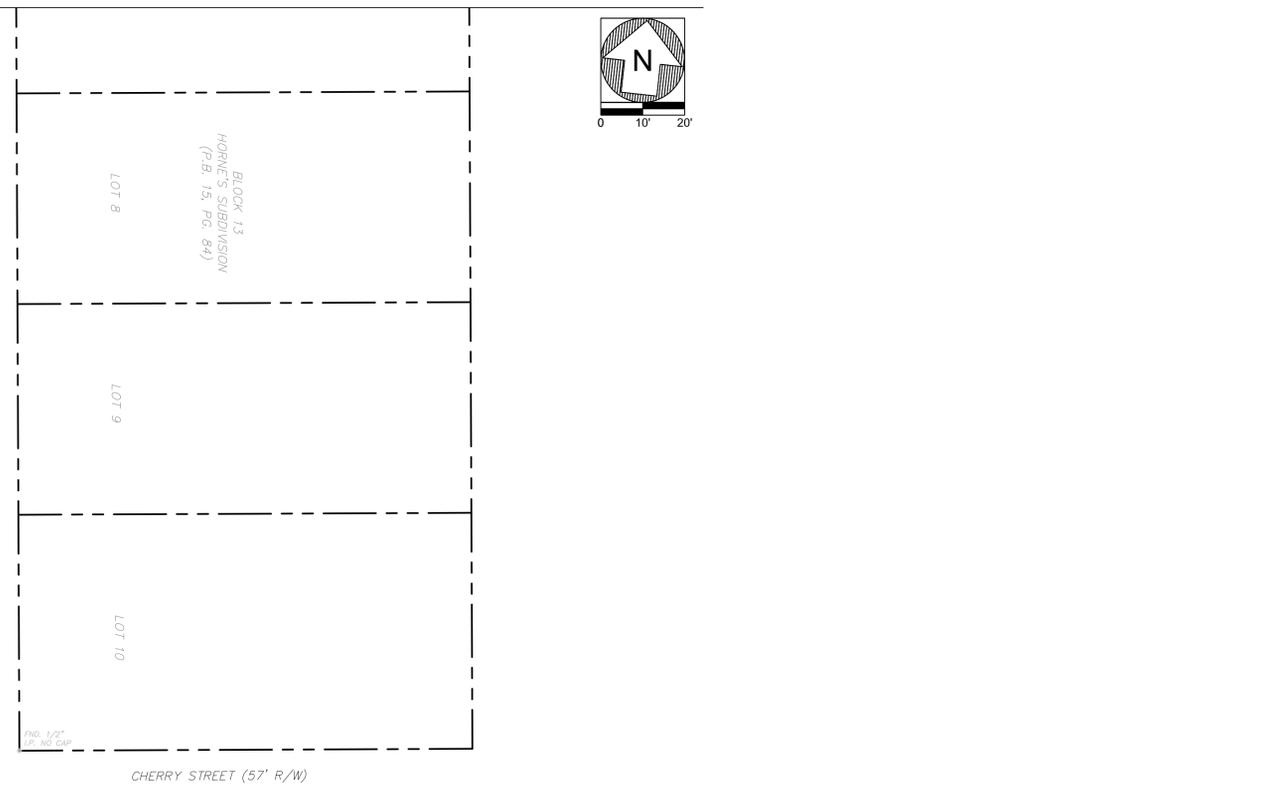
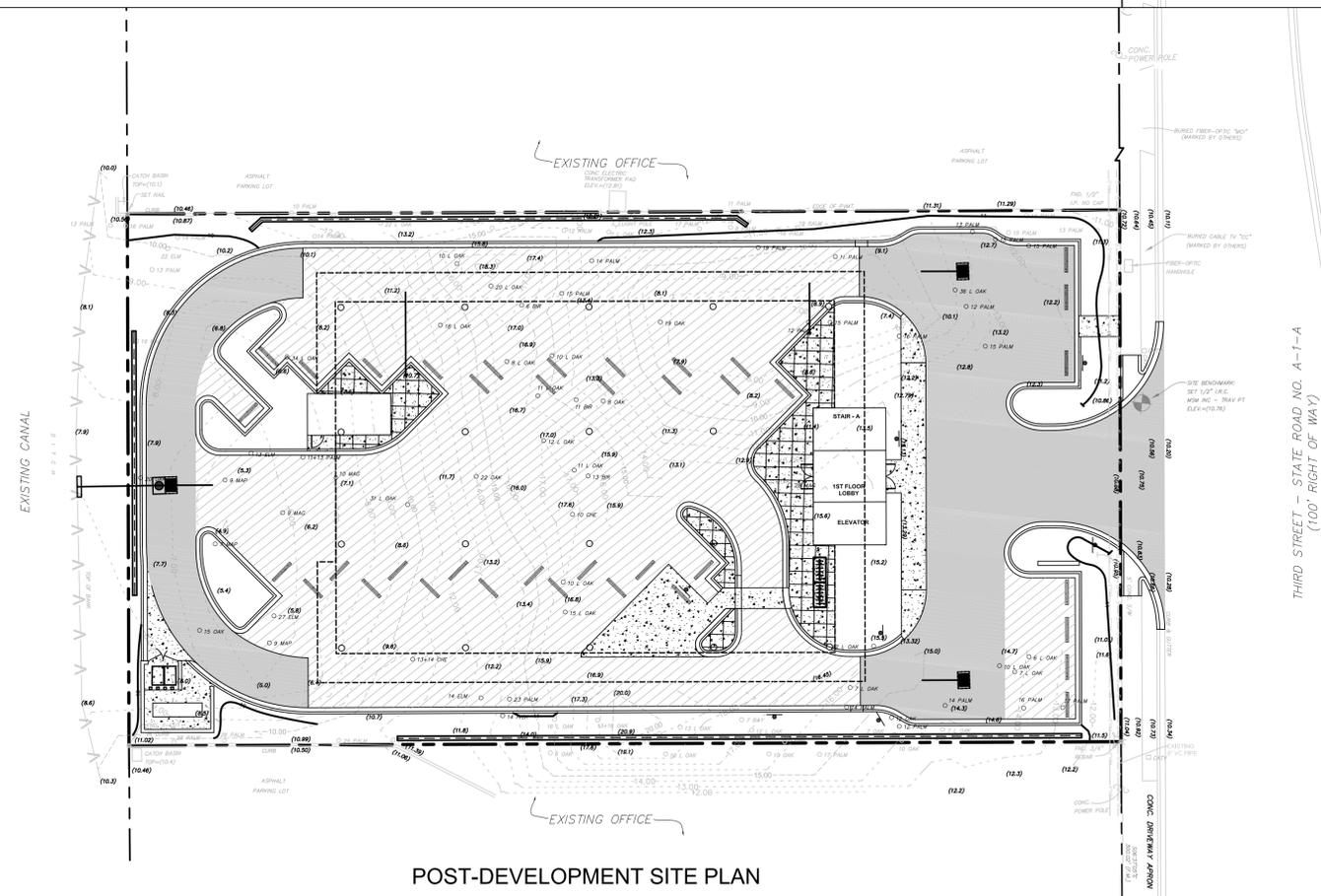
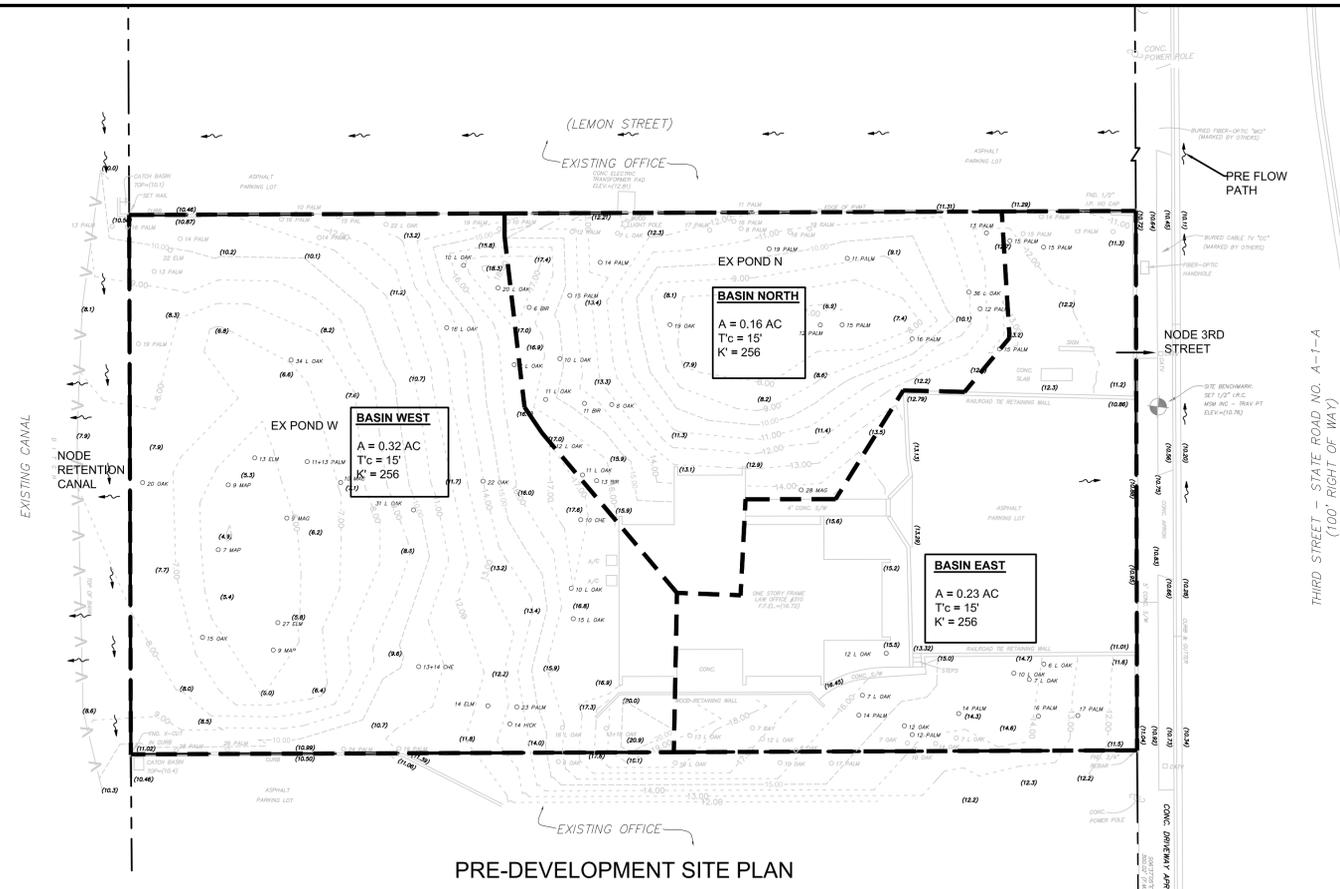
GENERAL NOTES & LEGEND

DATE: _____

SHEET NO. **C-1**

44

DRAWN BY: H.M.S. / CHECKED BY: G.S.E. / DATE: 12/15/2020 / PROJECT NO: 220009.00 / SHEET NO: C-1 / SCALE: AS SHOWN / TOTAL SHEETS: 10 / SHEET NO: 10-30-2020-000



SCALE	DESIGNED BY	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
DESIGNED BY GSE	DRAWN BY HMS						
CHECKED BY GSE	DATE DECEMBER 2020						
PROJECT NO. 220009.00	1885 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • PHONE: (904)725-4220 • EDWARDSENG.COM						

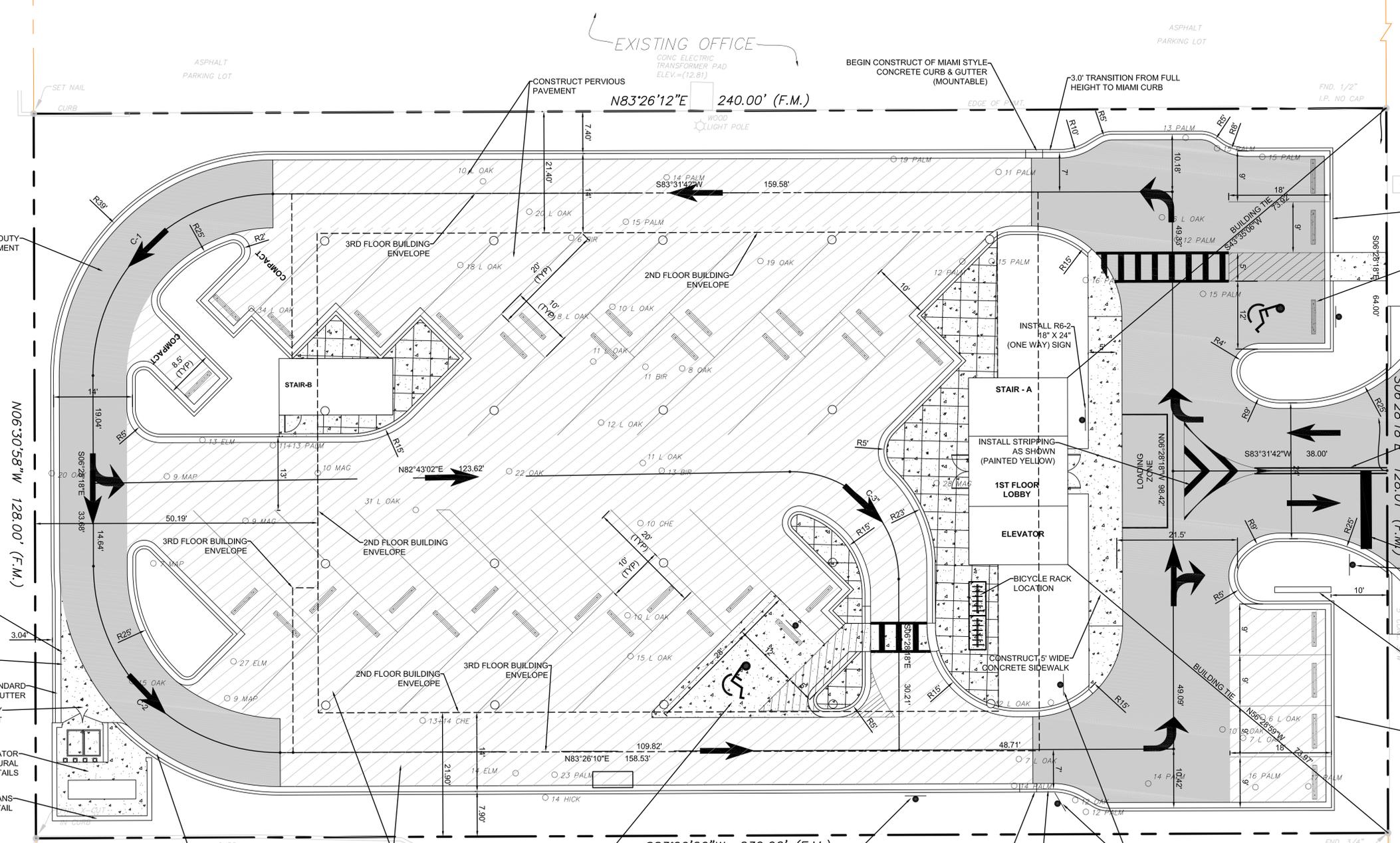
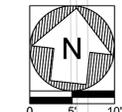
SHOREBREAK VENTURES
310 3RD STREET
NEPTUNE BEACH, FLORIDA

PRE- AND POST-DEVELOPMENT DRAINAGE PLAN

DATE: _____

SHEET NO. **C-2**

45



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	50.27'	32.00'	90°00'00"	S38°31'42"W	45.25'
C2	51.89'	33.00'	90°05'31"	S51°31'04"E	46.71'
C3	30.11'	19.00'	90°48'40"	N51°52'38"W	27.06'

PARKING TABLE		
	REQUIRED	PROVIDED
STANDARD SPACE:	58	34
COMPACT SPACE:	-	2
HANDICAPPED SPACE:	2	2
TOTAL SPACES	60	38

GROUND COVER IMPERVIOUS SURFACE AREA CALCULATIONS		
	AREA (SF)	IMPERVIOUS AREA (SF)
ASPHALT	5,637	5,637
BUILDING	782	782
LANDSCAPE	6,455	6,455
PERVIOUS PAVEMENT	13,284	6,642 (50% IMP)
CONCRETE	2,400	2,400
TOTAL AREA:	28,558	21,916 (6.642)

IMPERVIOUS SURFACE RATIO = 51%
 100% OF THE SITE TO BE DISTURBED.
 BUILDING HEIGHT: 35.0'

* NOTE: THE SIZE OF THE MONUMENT SIGN WILL BE AT THE MAXIMUM PERMITTED MONUMENT SIGNAGE PER ORDINANCE AND WILL FOLLOW ALL ORDINANCE CRITERIA.



SCALE	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
DESIGNED BY GSE						
DRAWN BY HMS						
CHECKED BY GSE						
DATE DECEMBER 2020						
PROJECT NO. 220009.00						

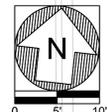
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SHOREBREAK VENTURES
 310 3RD STREET
 NEPTUNE BEACH, FLORIDA

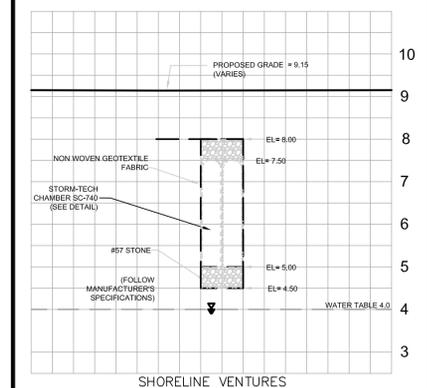
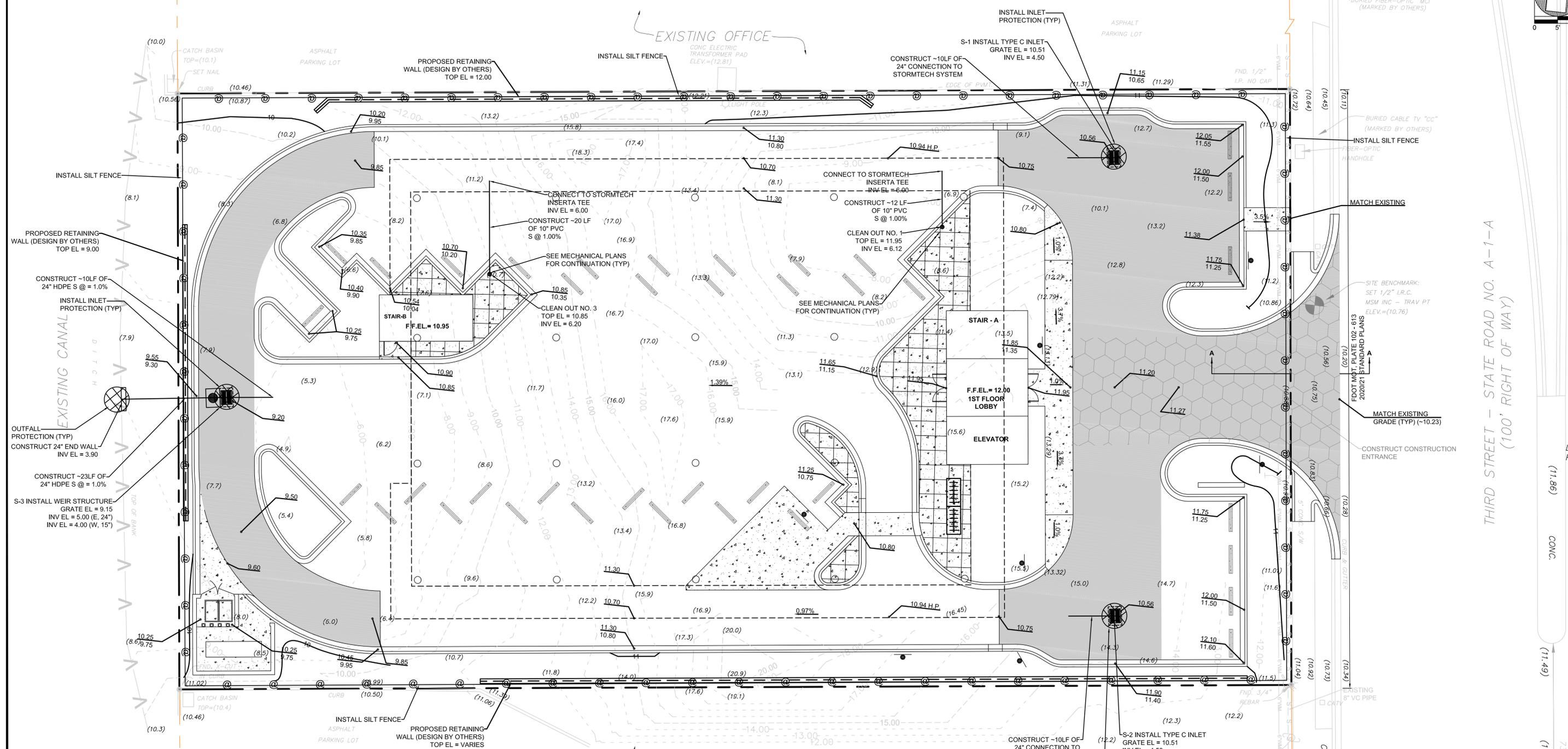
GEOMETRY PLAN

DATE:
 SHEET NO.
C-3

46



PRINTED: 10/30/2020 10:30:20 AM



STORM WATER MANAGEMENT SYSTEM
(SEE SHEET C-7 FOR LAYOUT OF STORMTECH CHAMBERS)

	ELEVATION
BOTTOM	4.50
NWL	4.50
DHWL MA	6.23
5 YR	6.74
25 YR	7.78
TOB (TOP OF SYSTEM)	8.00

EXISTING, VEGETATIVE COVER: MATURE TREE CANOPY, W/ SMALL SHRUBS AND GRASS UNDERSTORY
 EXISTING SOIL TYPE: PER SCS SURVEY, URBAN LAND PER GEOTECHNICAL REPORT: LOSE, COARSE, WELL DRAINING SOILS
 NO WETLANDS ON SITE
 NO ENDANGERED SPECIES ON SITE
 NO WELLHEAD PROTECTION ZONES WITHIN 200'

SANITARY SEWER MANHOLE
 45' +/- S. OF PROPERTY
 TOP=(12.85)
 INV=(6.88)N - 8" CLAY



SCALE: 1"=10'

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

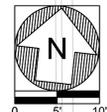
DESIGNED BY GSE
 DRAWN BY HMS
 CHECKED BY GSE
 DATE: DECEMBER 2020
 PROJECT NO. 220009.00

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SHOREBREAK VENTURES
 310 3RD STREET
 NEPTUNE BEACH, FLORIDA

PAVING & DRAINAGE PLAN

DATE: _____
 SHEET NO. **C-4**
 47



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CURB & GUTTER

LIGHT POLE

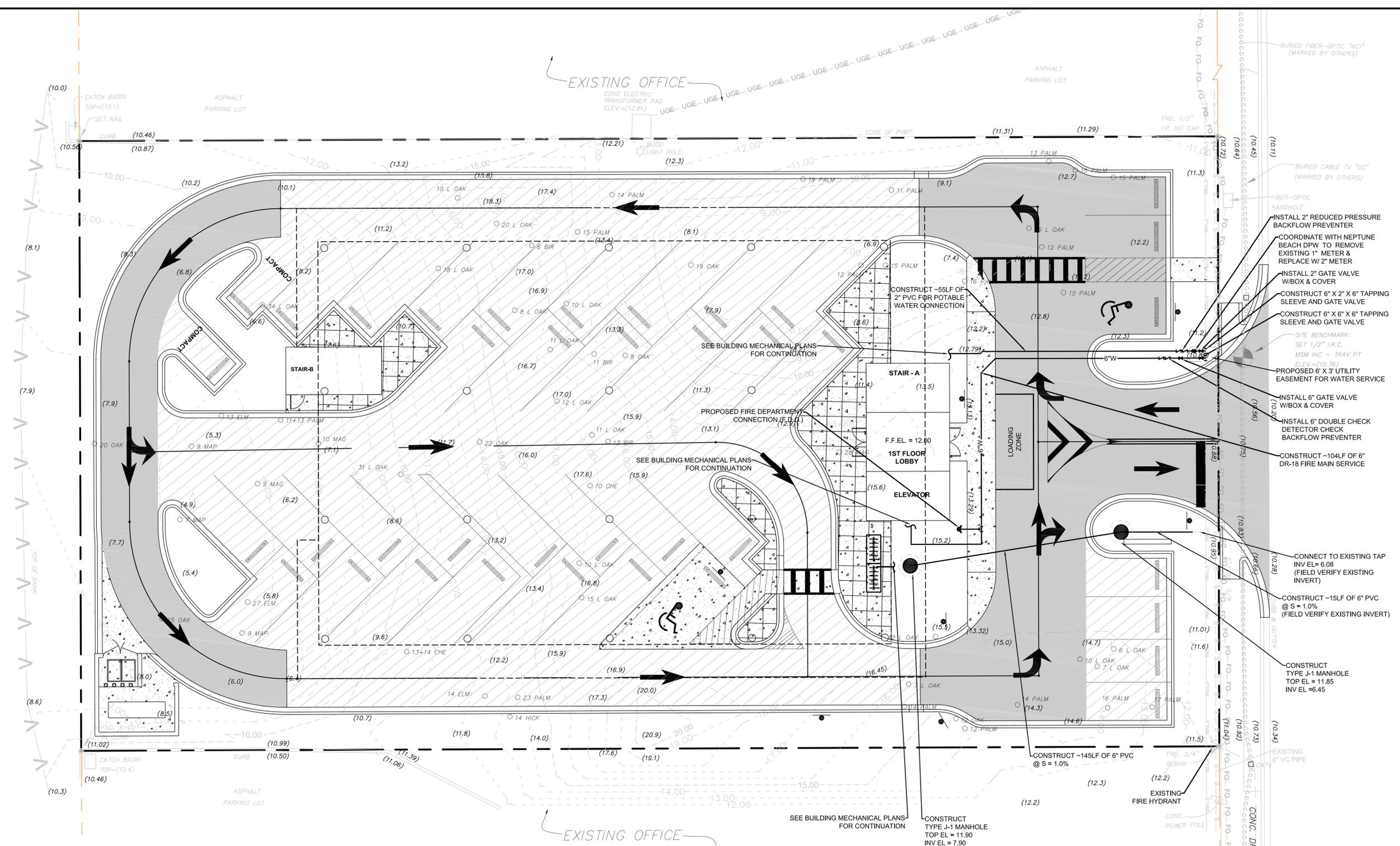
CONC.

(11.49)

73" WIDE MEDIAN OPENING

(11.40)

THIRD STREET - STATE ROAD NO. A-1-A
(100' RIGHT OF WAY)



- INSTALL 2" REDUCED PRESSURE BACKFLOW PREVENTER
- COORDINATE WITH NEPTUNE BEACH DPW TO REMOVE EXISTING 1" METER & REPLACE W/ 2" METER
- INSTALL 2" GATE VALVE W/BOX & COVER
- CONSTRUCT 6" X 2" X 6" TAPPING SLEEVE AND GATE VALVE
- CONSTRUCT 6" X 6" X 6" TAPPING SLEEVE AND GATE VALVE
- SITE BENCHMARK: SET 1/2" I.R.C. MSM INC - TRAV PT ELEV.=10.76
- PROPOSED 6' X 3' UTILITY EASEMENT FOR WATER SERVICE
- INSTALL 6" GATE VALVE W/BOX & COVER
- INSTALL 6" DOUBLE CHECK DETECTOR CHECK BACKFLOW PREVENTER
- CONSTRUCT -104LF OF 6" DR-18 FIRE MAIN SERVICE
- CONNECT TO EXISTING TAP INV EL=6.08 (FIELD VERIFY EXISTING INVERT)
- CONSTRUCT -15LF OF 6" PVC @ S=1.0% (FIELD VERIFY EXISTING INVERT)
- CONSTRUCT TYPE J-1 MANHOLE TOP EL = 11.85 INV EL = 6.45
- CONSTRUCT -145LF OF 6" PVC @ S=1.0%
- EXISTING FIRE HYDRANT
- CONC. DRIVEWAY APRON
- EXISTING 8" VC PIPE

PROPOSED FLOWS
(USING 64E - 6)
USE GREATER OF:
15 GPD / EMPLOYEE X 80 EMPLOYEES = 1,200 GPD
15 GPD / 100 SF OF FLOOR SPACE X $\frac{17,111}{100}$ = 2,565 GPD
USING
8 HR DAY = 5.3 GPM
X 3.0 (PEAK) = 16 GPM PEAK FLOW
USE: 2,565 GPD

SANITARY SEWER MANHOLE
45" +/- S. OF PROPERTY
TOP=(12.85)
INV=(6.88)N - 8" CLAY



SCALE	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
DESIGNED BY GSE						
DRAWN BY HMS						
CHECKED BY GSE						
DATE DECEMBER 2020						
PROJECT NO. 220009.00						

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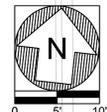
SHOREBREAK VENTURES
310 3RD STREET
NEPTUNE BEACH, FLORIDA

WATER & SANITARY SEWER PLAN

DATE: _____

SHEET NO. **C-5**

48



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LIGHT POLE

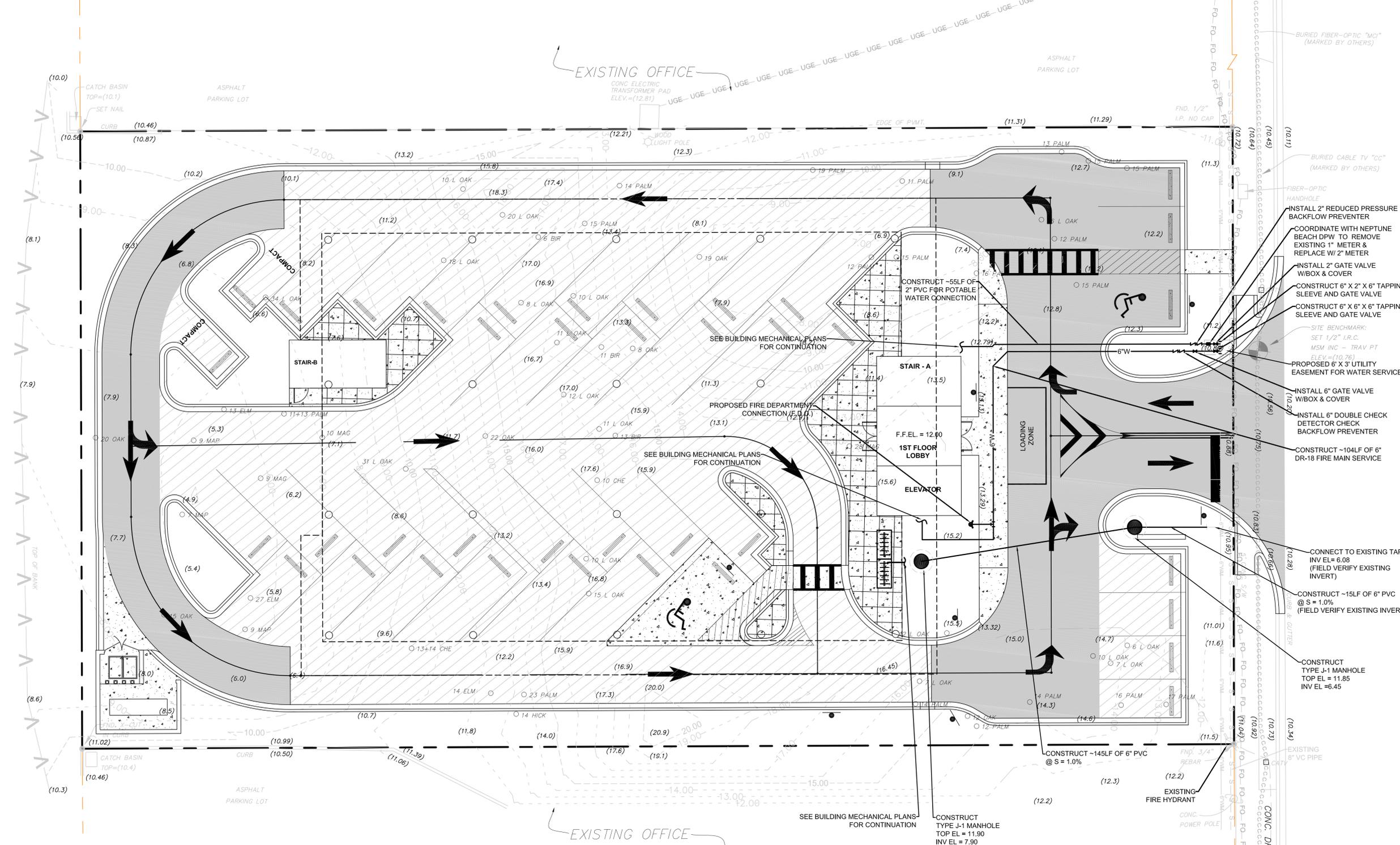
CONC.

(11.49)

7.5' WIDE MEDIAN OPENING

(11.40)

THIRD STREET - STATE ROAD NO. A-1-A
(100' RIGHT OF WAY)



- INSTALL 2" REDUCED PRESSURE BACKFLOW PREVENTER
- COORDINATE WITH NEPTUNE BEACH DPW TO REMOVE EXISTING 1" METER & REPLACE W/ 2" METER
- INSTALL 2" GATE VALVE W/BOX & COVER
- CONSTRUCT 6" X 2" X 6" TAPPING SLEEVE AND GATE VALVE
- CONSTRUCT 6" X 6" X 6" TAPPING SLEEVE AND GATE VALVE
- SITE BENCHMARK: SET 1/2" I.R.C. MSM INC - TRAV PT ELEV.=10.76
- PROPOSED 6' X 3' UTILITY EASEMENT FOR WATER SERVICE
- INSTALL 6" GATE VALVE W/BOX & COVER
- INSTALL 6" DOUBLE CHECK DETECTOR CHECK BACKFLOW PREVENTER
- CONSTRUCT -104LF OF 6" DR-18 FIRE MAIN SERVICE

- CONNECT TO EXISTING TAP INV EL=6.08 (FIELD VERIFY EXISTING INVERT)
- CONSTRUCT -15LF OF 6" PVC @ S=1.0% (FIELD VERIFY EXISTING INVERT)
- CONSTRUCT TYPE J-1 MANHOLE TOP EL = 11.85 INV EL = 6.45

PROPOSED FLOWS
(USING 64E - 6)
USE GREATER OF:
15 GPD / EMPLOYEE X 80 EMPLOYEES = 1,200 GPD
15 GPD / 100 SF OF FLOOR SPACE X 17,111 = 2,565 GPD
100
USING
8 HR DAY = 5.3 GPM
X 3.0 (PEAK) = 16 GPM PEAK FLOW
USE: 2,565 GPD

SANITARY SEWER MANHOLE
45" +/- S. OF PROPERTY
TOP=(12.85)
INV=(6.88)N - 8" CLAY

EDWARDS ENGINEERING CONSULTING ENGINEERS

SCALE	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
DESIGNED BY GSE						
DRAWN BY HMS						
CHECKED BY GSE						
DATE DECEMBER 2020						
PROJECT NO. 220009.00						

SHOREBREAK VENTURES
310 3RD STREET
NEPTUNE BEACH, FLORIDA

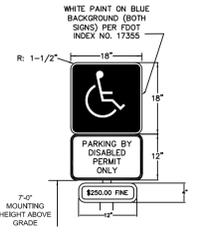
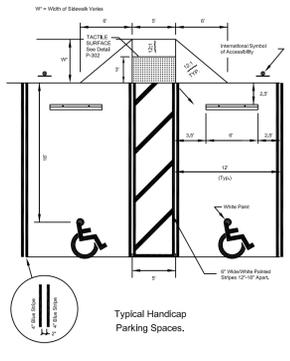
WATER & SANITARY SEWER PLAN

DATE:

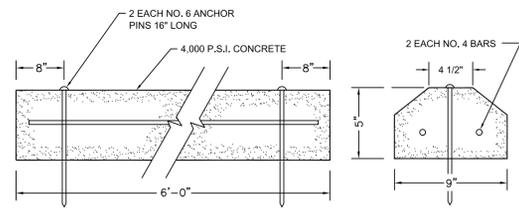
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C-5

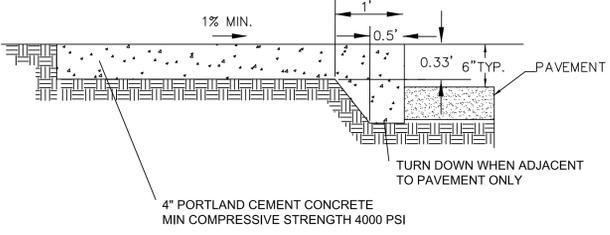
49



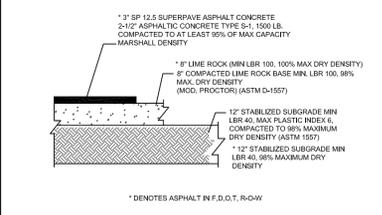
HANDICAPPED PARKING DETAIL



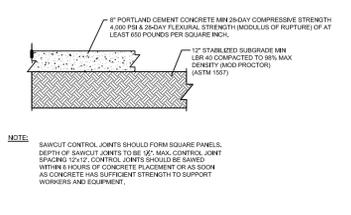
6.0' CONCRETE WHEEL STOP



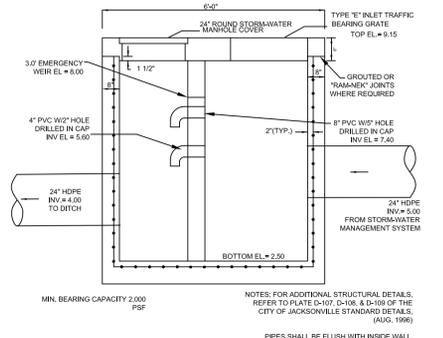
5.0' CONCRETE SIDEWALK



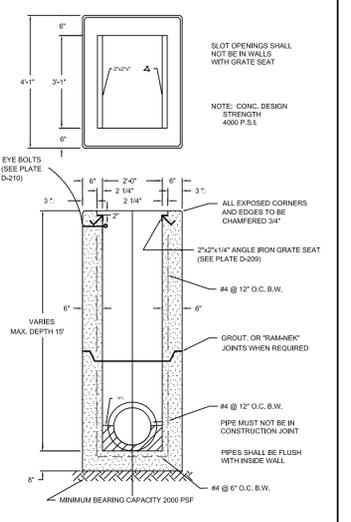
HEAVY DUTY ASPHALT PAVEMENT



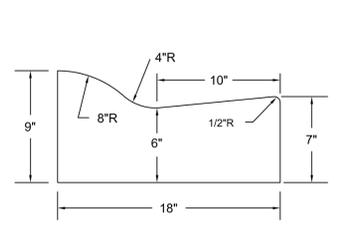
HEAVY DUTY CONCRETE



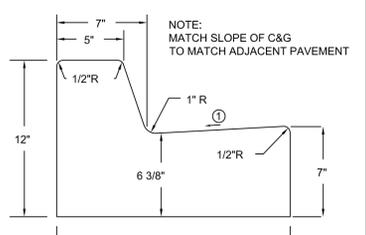
S-3 WEIR STRUCTURE (6' X 4' BOX)



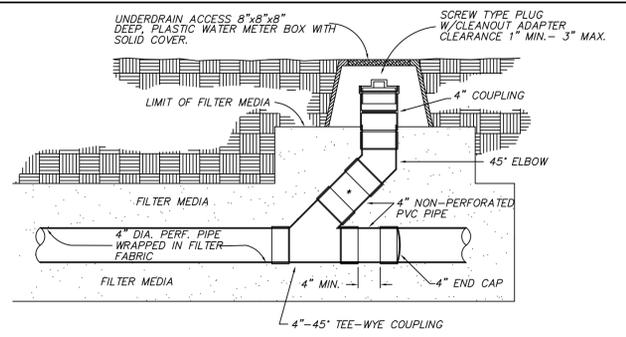
STORM SEWER TYPE "C" INLET



MOUNTABLE CURB & GUTTER

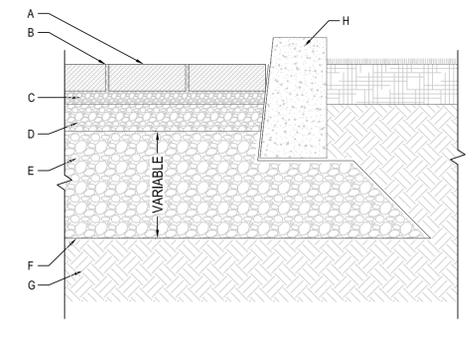


STANDARD CURB & GUTTER



NOTES: ALL PIPE AND FITTINGS TO MEET ASTM F758-B2 SPECIFICATIONS. 300' MAXIMUM DISTANCE BETWEEN CLEANOUTS. *COUPLING PIPE LENGTH TO BE FIELD ADJUSTED.

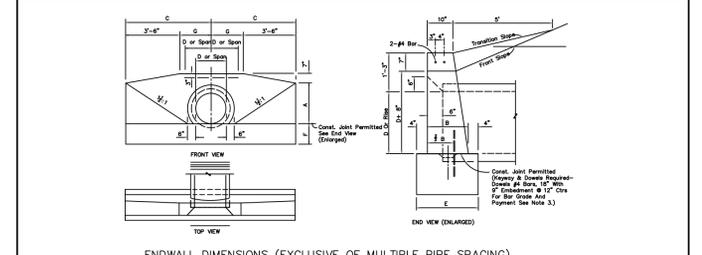
MODIFIED UNDERDRAIN CLEAN-OUT



LEGEND:
 A PERMEABLE PAVER FROM TECO-BLOC, 2 3/8" TO 3 15/16" THICK INFLO, MISTA RANDOM, PURE, VICTORIAN PERMEABLE, VILLAGIO OR VILLAGIO GRANDE CONFORMING TO ASTM C 936
 B JOINT FILLING MATERIAL, NO. 8 (FOR INFLO, PURE AND VILLAGIO) OR NO. 9 STONE (FOR MISTA RANDOM, VICTORIAN PERMEABLE AND VILLAGIO GRANDE) CONFORMING TO ASTM D 448
 C BEDDING COURSE, 2" THICK NO. 8 STONE CONFORMING TO ASTM D 448
 D BASE COURSE, 4" THICK NO. 57 STONE CONFORMING TO ASTM D 448
 E SUBBASE COURSE, THICKNESS AS PER DESIGN NO. 2 STONE CONFORMING TO ASTM D 448 - (12" STABILIZED SUBGRADE MIN LBR 40, MAX PLASTIC INDEX 6, COMPACTED TO 98% MAXIMUM DRY DENSITY (ASTM 1557))
 F GEOTEXTILE
 G SUBGRADE
 H EDGE RESTRAINT

NOTES:
 1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWING.
 3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
 4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
 5. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT WWW.CADDETAILS.COM/INFO AND ENTER REFERENCE NUMBER 5058-007.

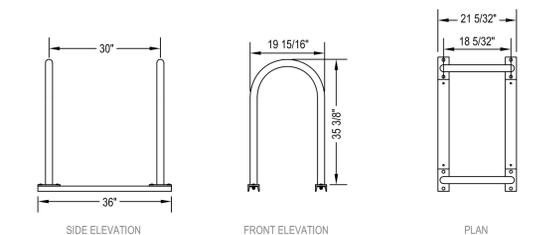
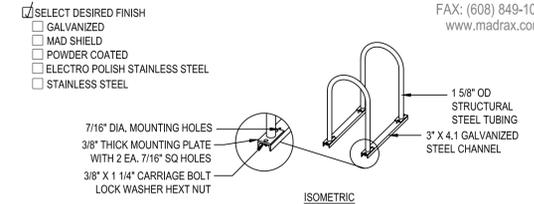
PERMEABLE PAVERS (FULL INFILTRATION)



GENERAL NOTES:
 1. Endwall dimensions, locations and positions are for round and elliptical concrete pipe and for round and pipe-in-pipe corrugated metal pipe. Round concrete pipe shown. See plate C-602, C-616 & C-628.
 2. Endwalls may be cast in place or precast concrete. Reinforcing steel and bar spacing are as shown. Additional reinforcement necessary for handling precast units shall be determined by the Contractor or the supplier. Cost of reinforcement shall be included in the contract unit price for concrete. (General).
 3. All exposed corners and edges of concrete are to be chamfered (1").
 4. Concrete meeting the requirements of ASTM C-478 (4000 PSI) may be used in lieu of Class - concrete in precast items manufactured in plants which are under the Structural Quality Procedures for the Inspection of precast drainage products.
 5. On vertical shafts with side slopes flatter than 1:1, provide 2" transitions from the vertical to the flatter side slopes, right of any permitting.
 6. Pipe length plan quantities shall be based on the size and location shown in the standard location control and view, or lengths based on specific installed locations called for in the plans.

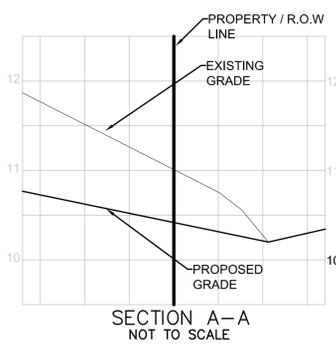
STRAIGHT CONCRETE ENDWALL SINGLE PIPE

MADRAX
 MADRAX DIVISION, GRABER MANUFACTURING, INC.
 1080 UNIEK DRIVE
 WAUNAKEE, WI 53597
 TOLL FREE: 1-800-448-7931
 PHONE: (608) 849-1080
 FAX: (608) 849-1081
 www.madrax.com



NOTES:
 1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWINGS.
 3. CONSULTANT TO SELECT COLOR (FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
 4. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.
 5. SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 6. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT WWW.CADDETAILS.COM/INFO REFERENCE NUMBER 302-143D.

U190 'U' ON RAIL BIKE RACK
 4 BIKE, 2 LOOP, SURFACE MOUNT



DRIVEWAY PROFILE SECTION A-A

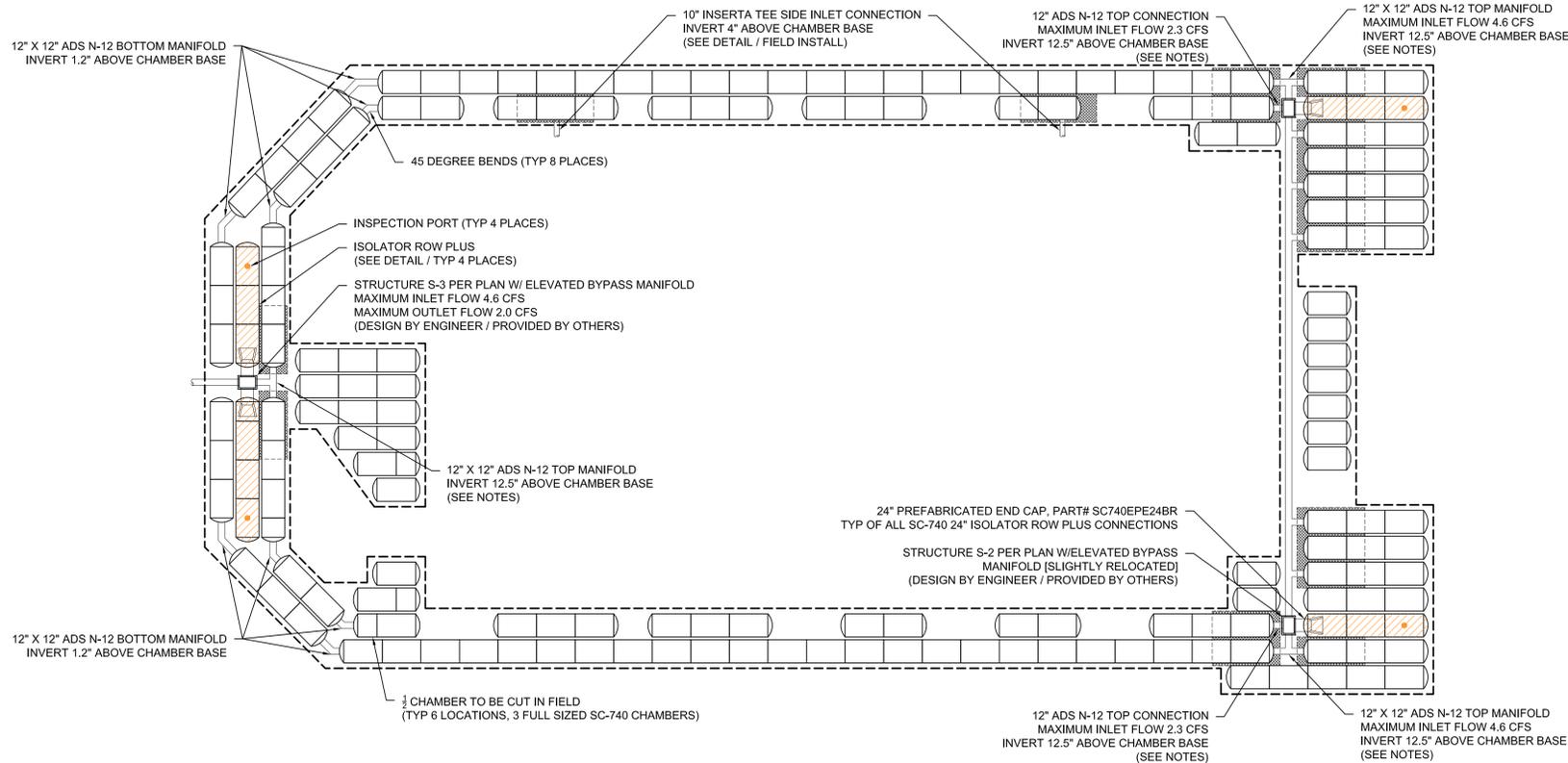
SCALE	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
DESIGNED BY GSE						
DRAWN BY HMS						
CHECKED BY GSE						
DATE DECEMBER 2020						
PROJECT NO. 220009.00						

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SHOREBREAK VENTURES
 310 3RD STREET
 NEPTUNE BEACH, FLORIDA

PAVING & DRAINAGE DETAILS

DATE: _____
 SHEET NO. **C-6**
 50



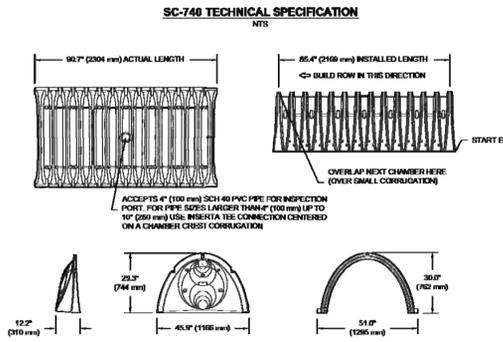
PROPOSED LAYOUT

180	STORMTECH SC-740 CHAMBERS
112	STORMTECH SC-740 END CAPS
6	STONE ABOVE (ft)
6	STONE BELOW (ft)
40	% STONE VOID
17334	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
8837	SYSTEM AREA (ft ²)
1317	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS

15.50	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
9.50	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
9.00	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
9.00	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
9.00	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
8.00	TOP OF STONE
7.50	TOP OF SC-740 CHAMBER
6.04	12" TOP MANIFOLD/CONNECTION INVERT
5.33	INSERTA TEE SIDE INLET CONNECTION INVERT
5.10	12" BOTTOM MANIFOLD INVERT
5.01	24" ISOLATOR ROW PLUS CONNECTION INVERT
5.00	BOTTOM OF SC-740 CHAMBER
4.50	BOTTOM OF STONE

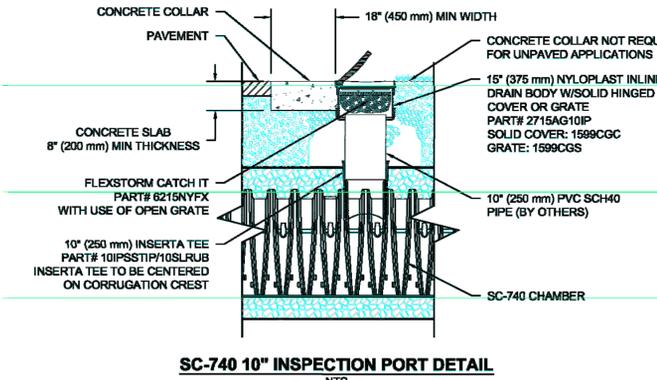
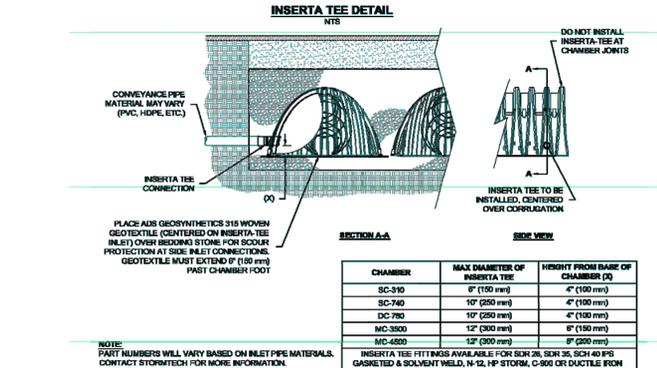
- NOTES**
- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 6.32 FOR MANIFOLD SIZING GUIDANCE.
 - DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
 - THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
 - THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE IN-SITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.
 - THE SITE DESIGN ENGINEER MUST REVIEW THE PROXIMITY OF THE CHAMBERS TO THE RETAINING WALL AND CONSIDER EFFECTS OF POSSIBLE SATURATED SOILS ON THE RETAINING WALL'S INTEGRITY.
 - THE SITE DESIGN ENGINEER MUST REVIEW THE PROXIMITY OF THE CHAMBERS TO THE BUILDING/STRUCTURE. NO FOUNDATION LOADS SHALL BE TRANSMITTED TO THE CHAMBERS. THE SITE DESIGN ENGINEER MUST CONSIDER EFFECTS OF POSSIBLE SATURATED SOILS ON BEARING CAPACITY OF SOILS AND SEEPAGE INTO BASEMENTS.



NORMAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	CHAMBER STORAGE	MINIMUM INSTALLED STORAGE*	WEIGHT
51" (1295 mm) X 30.0" (762 mm) X 85.4" (2169 mm)	46.9 CUBIC FEET (1.33 m ³)	74.8 CUBIC FEET (2.12 m ³)	78.0 lbs.
45.0" (1143 mm) X 24.0" (610 mm) X 85.4" (2169 mm)	34.8 CUBIC FEET (0.98 m ³)	56.8 CUBIC FEET (1.61 m ³)	58.0 lbs.
30.0" (762 mm) X 18.0" (457 mm) X 85.4" (2169 mm)	21.8 CUBIC FEET (0.62 m ³)	37.8 CUBIC FEET (1.07 m ³)	38.0 lbs.

* ALL DIMENSIONS ARE NOMINAL.

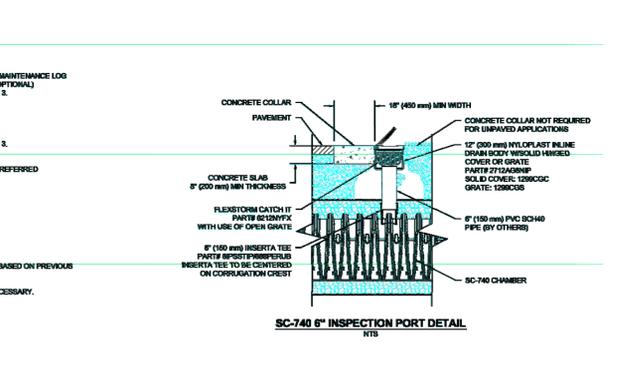
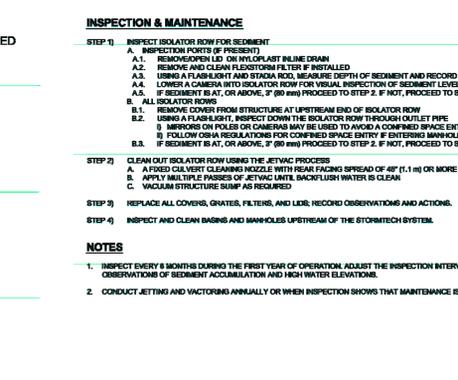


SECTION AA

CHAMBER	MAX DIAMETER OF INSERTA TEE	HEIGHT FROM BASE OF CHAMBER (H)
SC-310	6" (150 mm)	4" (100 mm)
SC-740	10" (250 mm)	4" (100 mm)
DC-760	10" (250 mm)	4" (100 mm)
MC-300	12" (300 mm)	8" (200 mm)
MC-400	12" (300 mm)	8" (200 mm)

SECTION BB

CHAMBER	MAX DIAMETER OF INSERTA TEE	HEIGHT FROM BASE OF CHAMBER (H)
SC-310	6" (150 mm)	4" (100 mm)
SC-740	10" (250 mm)	4" (100 mm)
DC-760	10" (250 mm)	4" (100 mm)
MC-300	12" (300 mm)	8" (200 mm)
MC-400	12" (300 mm)	8" (200 mm)



- INSPECTION & MAINTENANCE**
- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- REMOVE SEDIMENT FROM ISOLATOR ROW (IF PRESENT)
 - REMOVE AND CLEAN FLEXFORM FILTER IF INSTALLED
 - USING A FLASHLIGHT AND STAINLESS STEEL MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - IF SEDIMENT IS AT, OR ABOVE, 6" (150 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 2.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETWAC PROCESS
- A JETWAC CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
 - APPLY MULTIPLE PASSES OF JETWAC UNTIL BACKLUSH WATER IS CLEAR
 - VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATINGS, FILTERS, AND LIDS. RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.
- NOTES**
- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
 - CONDUCT JETTING AND VACUUMING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

EDWARDS ENGINEERING CONSULTING ENGINEERS

SCALE: _____ NO. _____ DATE _____ REVISIONS _____ NO. _____ DATE _____ REVISIONS _____

DESIGNED BY: GSE
DRAWN BY: HMS
CHECKED BY: GSE
DATE: DECEMBER 2020
PROJECT NO. 220009.00

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SHOREBREAK VENTURES
310 3RD STREET
NEPTUNE BEACH, FLORIDA

PAVING & DRAINAGE DETAILS

DATE: _____

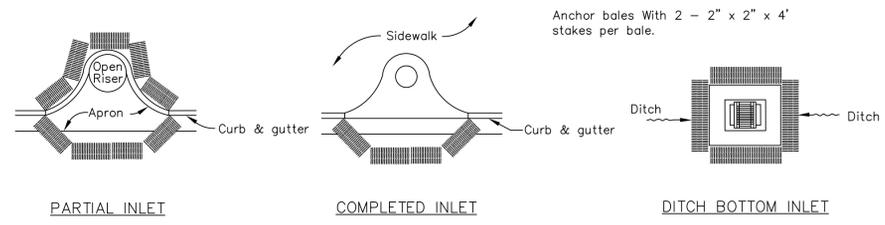
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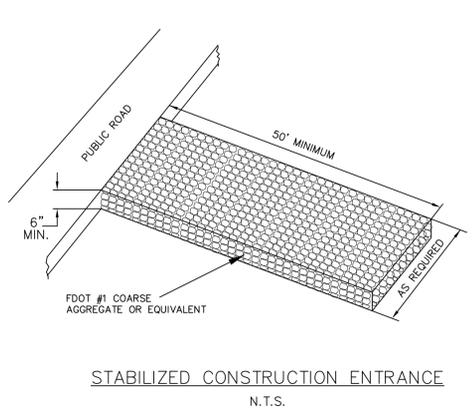
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EROSION AND SEDIMENT CONTROL NOTES

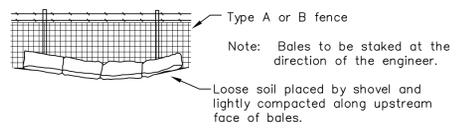
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
- THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
- ADDITIONAL PROTECTION - ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
- CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
- WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
- FOOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED IN D-903. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE
- IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
- BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
- BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
- THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
- EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
- LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER
- STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
- NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEED.
- SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEED.
- THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS
- SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL
- THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (F.D.E.R.) CHAPTER 6.
- EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL
- ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE
- ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
- DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE ST. JOHNS RIVER
- ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAY BALES, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
- ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN
- THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL
- THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SWMPD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.



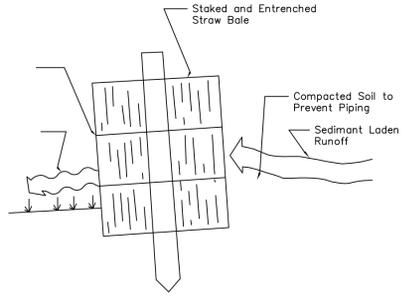
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



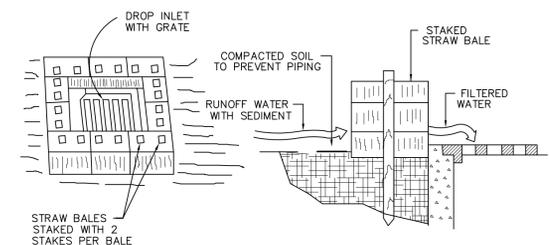
STABILIZED CONSTRUCTION ENTRANCE



BALES BACKED BY FENCE

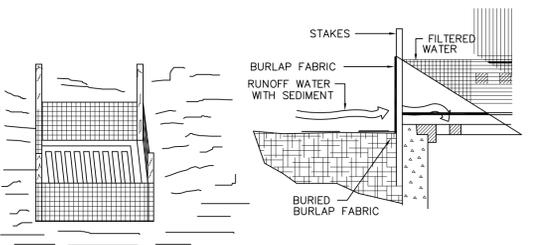


CROSS-SECTION OF A PROPERLY INSTALLED STRAW BALE



HAY BALE SEDIMENT FILTER

SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

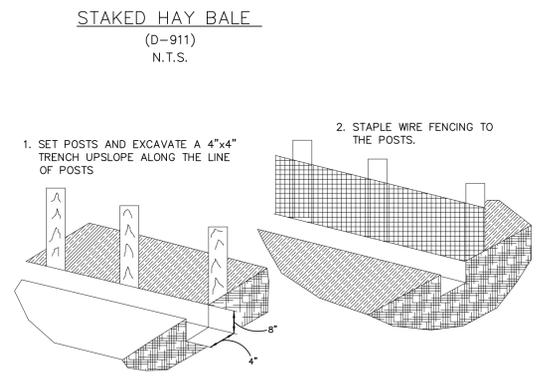


FABRIC SEDIMENT FILTER

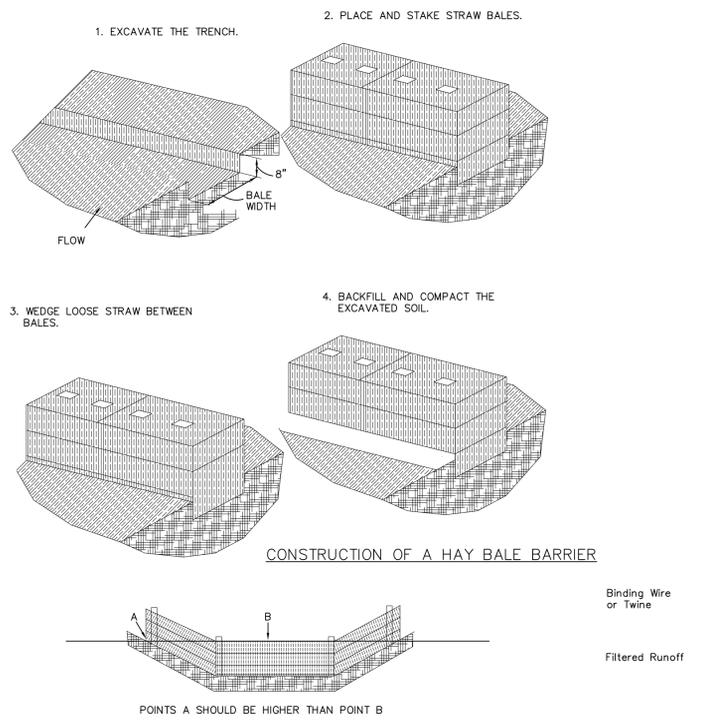
SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.



DROP INLET SEDIMENT TRAP



CONSTRUCTION DETAILS FOR SILT FENCES (D-909) N.T.S.



HAY BALE BARRIER CONSTRUCTION DETAILS (D-913) N.T.S.

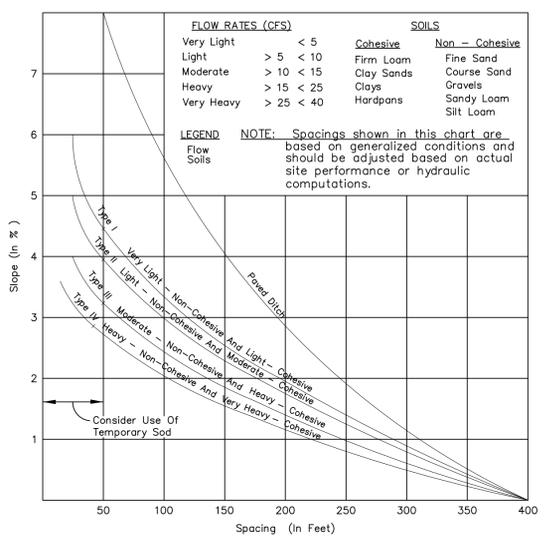


CHART I
RECOMMENDED SPACING FOR TYPE I AND TYPE II HAY BALE BARRIERS, AND TYPE III AND TYPE IV SILT FENCES AND PAVED DITCH HAY BALE BARRIERS

SPACING RECOMMENDATION FOR SILT FENCES & HAY BALES (D-906) N.T.S.

	SCALE	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
	DESIGNED BY GSE						
	DRAWN BY HMS						
	CHECKED BY GSE						
	DATE DECEMBER 2020						
PROJECT NO. 220009.00							
1885 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • PHONE: (904)725-4220 • EDWARDSENG.COM							

SHOREBREAK VENTURES
 310 3RD STREET
 NEPTUNE BEACH, FLORIDA
STORMWATER POLLUTION PREVENTION DETAILS

DATE: _____
 SHEET NO. **C-10**
 54

DEFERRED PARKING AGREEMENT

THIS DEFERRED PARKING AGREEMENT (the “Agreement”), made and entered into this 28th day of June, 2021 (the “Effective Date”), by and between **SHOREBREAK VENTURES, LLC**, a Delaware limited liability company (“Property Owner”), and **CITY OF NEPTUNE BEACH**, a municipal and political subdivision of the State of Florida (the “City”) (each a “Party” and collectively, the “Parties”).

RECITALS

- A. On or about November 20, 2020, Property Owner acquired the property at 310 North Third Street, Neptune Beach, Florida 32266 (Duval County RE # 172912-0010) (the “Property”).
- B. In accordance with Chapter 27, Article III, Division 2 of the City Code of Ordinances, Unified Land Development Regulations (the “Code”), Property Owner submitted to the City its redevelopment plan (the “Plan”) for the Property.
- C. Article XIII, Sec. 27-533 of the Code mandates that “[o]ff-street parking... shall be provided for all development within the city pursuant to the requirements of this Code.”
- D. Pursuant to Sec. 27-545(a) of the Code: *“To avoid requiring more parking spaces than actually needed to serve a development, the community development board may defer a portion of the off-street parking spaces required by this Code, if the developer demonstrates that the number of deferred parking spaces will not be needed for the condition or conditions established.”*
- E. Section 27-545(b) of the Code provides that parking requirement deferrals *“shall be based on a deferred parking plan, which shall: (1) Include a written agreement between the developer and the city that requires the developer to convert the deferred parking spaces to conform to this Code at the developer's expense one (1) year from the date of issuance of certificate of occupancy, if the community development board determines that the additional parking spaces are needed.”*
- F. The Plan provided off-street parking as required by the Code, including without limitation a deferred parking plan. Specifically, Owner’s deferred parking plan replaced five (5) required off-street parking spaces (the “Deferred Parking Spaces”) with additional landscaping to maximize pervious surface area on the Property.
- G. Following a properly noticed public hearing on June 9, 2021, the City Community Development Board (the “Board”) unanimously approved the Plan, including without limitation the Deferred Parking Spaces contingent on the execution of a written agreement between Owner and the City as required by Section 27-545(b)(1) of the Code.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Recitals.** The Parties agree the recitals set forth above are true and correct, are incorporated herein by this reference, and are a material part of this Agreement.
2. **Duration.** This Agreement shall take effect on the Effective Date and shall expire upon the soonest of the following events: (a) One (1) year (the "Year") from the City's issuance of a certificate of occupancy for the Property, if the Board has not determined during the Year that the Deferred Parking Spaces are needed as additional parking at the Property; (b) Upon Property Owner's conversion of the Deferred Parking Spaces to conform with the Code, if the Board has determined during the Year that the Deferred Parking Spaces are needed as additional parking at the Property; or (c) The effective date of any Code amendment which obviates the need for this Agreement.
3. **Obligations of the Parties.** The City shall defer five (5) off-street parking spaces required for the Plan under the Code. If the Board determines during the Year that the Deferred Parking Spaces are needed as additional parking at the Property, Owner shall convert the Deferred Parking Spaces to conform to the Code at Property Owner's expense no later than 12 months following the Board determination.
4. **Mitigation of Parking Requirements.** If this Agreement expires as set forth in Paragraph 2(a) of this Agreement (because the Board has not determined during the Year that the Deferred Parking Spaces are needed as additional parking at the Property), Owner's continued replacement of five (5) off-site parking spaces with additional landscaping to maximize pervious surface area on the Property shall continue to mitigate Property Owner's off-street parking requirements under the Code by no less than five (5) spaces.
5. **Representatives Not Individually Liable.** No member, official, representative, or employee of a Party shall be personally liable to the other Party in the event of any default or breach by that Party on any of its obligations under this Agreement.
6. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue to or for the benefit of any other person or entity not a Party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties and their respective representatives, successors and assigns any right, remedy, or claim under or by reason of this Agreement.
7. **Third Party Liability.** Neither Party shall have any responsibility to the other Party for injury or damages to person or property caused by or incurred by a third party, except to the extent either Party's own negligence or intentional misconduct contributed thereto.
8. **Sovereign Immunity.** Notwithstanding anything to the contrary in this Agreement, City shall not be liable to Property Owner under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of City's sovereign immunity under Section 768.28.
9. **Remedies.** All remedies either under this Agreement or by law or otherwise afforded to the Parties shall be cumulative and not alternative.

10. Construction. This Agreement is a fully negotiated document, and it shall be deemed to have been jointly drafted by the Parties. It shall not be more strictly construed against any Party as the drafter.
11. Attorneys' Fees. Each Party shall be responsible for its own attorneys' fees and costs in connection with any legal action or judgment related to this Agreement.
12. Entire Agreement: Amendments. This Agreement constitutes the entire understanding between the Parties with respect to the deferral of off-street parking and supersedes all prior agreements and course of dealing relating to such subject matter. This Agreement may not be amended except by an instrument in writing signed by the Parties.
13. No Recording. This Agreement shall not be recorded or filed in the public land or other records of any jurisdiction by either Party and any attempt to do so may be treated by the other party as a breach of this Agreement.
14. Governing Law and Venue. This Agreement shall be governed by and construed under Florida law. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state or federal courts located in Duval County, Florida, for the purposes of any suit, action or other proceeding arising out of the Agreement, any related agreement or any transaction contemplated hereby or thereby.
15. Binding Effect. By and through the execution hereof, which shall be deemed made by authorized signatories of each Party, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors or assigns and shall not be modified unless expressly stated in writing and duly executed by the Parties.
16. Severability. If any provision herein is found to be in violation of any law or otherwise unenforceable, all other provisions will remain unaffected and in full force and effect.
17. Counterparts. This agreement may be executed in counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same instrument, with delivery of same by facsimile or electronic mail holding the same force and effect as original signatures.
18. Notices. All notices to be given under this Agreement shall be in writing and delivered either (a) personally; (b) by registered or certified mail, return receipt requested; or (c) by a courier service utilizing return receipts to the parties at the following addresses.

Shorebreak Ventures, LLC
310 N. Third Street
Neptune Beach, FL 32266
Attention: Manager

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

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this agreement on the Effective Date.

SHOREBREAK VENTURES, LLC

CITY OF NEPTUNE BEACH, FLORIDA

By: 

By: 

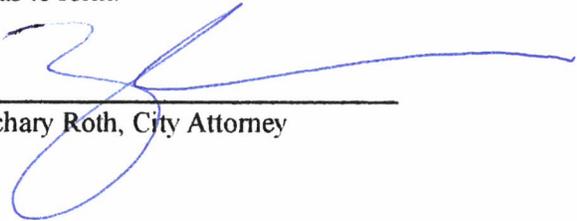
Name: Michael Hand

Name: Stephen Wynn

Title: Managing Member

Title: City Manager

Approved as to form:

By: 
Zachary Roth, City Attorney

FW: 310 3rd Street in Neptune Beach, FL - Threatened & Endangered Species Desktop Review

Jim French <dpw@nbfl.us>

Thu 7/15/2021 7:28 AM

To: Kristina Wright <cdd@nbfl.us>

Cc: Stefan Wynn <cm@nbfl.us>; Catherine Ponson <clerk@nbfl.us>; Piper Turner <piperturner@nbfl.us>

Kristina:

Below is the submission for habitats and endangered species onsite from Shoreline. This is a planning issue for your department to evaluate.

Cheers,

Jim French, PE

Public Works Director

City of Neptune Beach

(Licensed in Florida & Georgia)

2010 Forest Ave.

Neptune Beach, FL 32266

Office (904) 270-2423, ext. 4108

Mobile (904) 930-8936

Under Florida law, e-mail addresses are public records. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify the sender immediately by telephone.

From: David Smith <dsmith@nineoaksdev.com>

Sent: Wednesday, July 14, 2021 10:04 PM

To: Jim French <dpw@nbfl.us>

Subject: FW: 310 3rd Street in Neptune Beach, FL - Threatened & Endangered Species Desktop Review

Jim,

Please see below from the environmental consultant in case this hasn't already been forwarded to you.

Thanks,

David

From: Jennifer Lada <lada@shorelineequitypartners.com>

Sent: Wednesday, July 14, 2021 6:24 PM

To: David Smith <dsmith@nineoaksdev.com>

Cc: Michael Brennan <brennan@shorelineequitypartners.com>; Mike Hand <hand@shorelineequitypartners.com>

Subject: Fwd: 310 3rd Street in Neptune Beach, FL - Threatened & Endangered Species Desktop Review

Get [Outlook for iOS](#)

From: Gary Long <gary.long@ehs-support.com>

Sent: Wednesday, July 14, 2021 5:54 PM

To: Jennifer Lada

Cc: Bob Pickert; Bruce Martin; Beth Hesse; Ernie Marks

Subject: 310 3rd Street in Neptune Beach, FL - Threatened & Endangered Species Desktop Review

Jennifer,

As requested, a desktop review of the potential occurrence of threatened or endangered species listed under the Federal Endangered Species Act (ESA) was conducted for the subject property at 310 3rd Street in Neptune Beach (Duval County), Florida. Potential federally-listed species with a known or suspected geographical range that includes the subject property were identified using the U.S. Fish and Wildlife Information for Planning and Consultation (IPaC) project planning tool. (It is important to note that the identification of species by the IPaC query is not indicative of the occurrence of the species at the subject property, but rather that the subject property is located within the geographical range of the federally-listed species.) Further evaluation regarding the potential for federally-listed species identified by the IPaC query to be present within the subject property was conducted by assessing the habitat suitability requirements of each federally-listed species with the observed habitat conditions at the subject property. A summary of the federally-listed species identified by the IPaC query and a preliminary assessment of the potential for the identified species to occur at the subject property is provided in the table below. Critical Habitat was not identified for any of the federally-listed species identified in the IPaC query.

Overall, the subject property provides limited ecological habitat value due to its limited size (0.7 acres) and the development of adjacent commercial and residential properties. Wooded areas are limited to relatively small stands of trees within the yard of the subject property. As documented in the Phase I Report that identified the site elevation, soil type, and flood zone information, the subject property does not contain wetland features based on the absence of hydric soils, vegetation, and hydrology. A canal is located at the western edge of the subject property; however, the land elevation rises quickly from the canal (approximately 10-15 feet) and the subject property is not located within a 100-year floodplain. The resulting fragmented habitat of the subject property likely provides limited ecological value that is used primarily by common wildlife species typically found in urban and suburban environments in the vicinity of the property.

As described in the summary below, the fragmented habitat that is available at the subject property does not meet the habitat suitability requirements of any of the federally-listed species identified in the IPaC query. Consistent with this finding, Critical Habitat was not identified for any federally-listed species in the IPaC query. Therefore, based on the desktop review, federally-listed species are not likely to occur at the subject property and as a result, the potential redevelopment of the subject property is not likely to adversely impact federally-listed species.

Common Name	Scientific Name	Federal Endangered	Potential to Occur at the Subject Property
-------------	-----------------	--------------------	--

		Species Act Status	
Mammals			
West Indian Manatee	<i>Trichechus manatus</i>	Threatened Marine Mammal Act	Negligible. Marine mammal that requires marine habitat; suitable habitat is not present at the subject property.
Birds			
Eastern Black Rail	<i>Laterallus jamaicensis ssp. jamaicensis</i>	Threatened	Negligible. Suitable habitat includes salt and brackish marshes with dense cover, which are not present at the subject property. There is no viable habitat for migratory birds at the subject property.
Piping Plover	<i>Charadrius melodus</i>	Threatened	Negligible. Suitable habitat includes sandy beaches and shorelines, which are not present at the subject property. There is no viable habitat for migratory birds at the subject property.
Red Knot	<i>Calidris canutus rufa</i>	Threatened	Negligible. Suitable habitat in the region includes sandy beaches, salt marshes, lagoons, mudflats of estuaries and bays, and mangrove swamps. These features are not present at the subject property. There is no viable habitat for migratory birds at the subject property.
Wood Stork	<i>Mycteria americana</i>	Threatened	Negligible. Suitable habitat in the region includes freshwater and estuarine wetlands, primarily nesting in cypress or mangrove swamps, which are not present at the subject property. There is no viable habitat for migratory birds at the subject property.
Reptiles			
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	Threatened	Minimal. Suitable habitat includes a variety of habitat types including pine flatwoods, scrubby flatwoods, high pine, dry prairie, tropical hardwood hammocks, edges of freshwater marshes, agricultural fields, coastal dunes, and human-altered habitats. Not likely to occur at the subject property based on limited and fragmented habitat by adjacent development.
Gopher Tortoise	<i>Gopherus polyphemus</i>	Candidate	Negligible. Gopher tortoise burrows were not observed during a reconnaissance of the subject property on August 7, 2020.
Green Sea Turtle	<i>Chelonia mydas</i>	Threatened	Negligible. Suitable habitat in the region includes high-energy oceanic beaches, convergence zones in pelagic habitat, and benthic feeding grounds in relatively shallow, protected waters, which are not present at the subject property.
Hawksbill Sea Turtle	<i>Eretmochelys imbricata</i>	Endangered	Negligible. Suitable habitat in the region includes pelagic marine environments and low- and high-energy beaches for nesting, which are not present at the subject property.
Leatherback Sea Turtle	<i>Dermochelys coriacea</i>	Endangered	Negligible. Suitable habitat in the region includes pelagic marine environments and high-energy beaches for nesting, which are not present at the subject property.
Loggerhead Sea Turtle	<i>Caretta caretta</i>	Threatened	Negligible. Suitable habitat in the region includes pelagic marine environments, as well as inshore areas such as bays, lagoons, salt marshes, creeks, ship channels, and the mouths of large rivers. Nesting occurs mainly on open beaches or narrow bays with suitable sand. These habitat features are not present at the subject property.
Amphibians			
Frosted Flatwoods Salamander	<i>Ambystoma cingulatum</i>	Threatened	Negligible. Suitable habitat in the region includes pine flatwood habitats with seasonal ponds that are required for breeding. These habitats are not present at the subject property.

In addition to the federally-listed species identified under the ESA, twelve (12) migratory bird species protected under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act were identified in the IPaC query that are listed by USFWS Birds of Conservation Concern (BCC). However, given the relatively small (0.7 acres), fragmented habitat of the subject property described above, there is limited habitat suitable for use by the listed migratory bird species listed as USFWS BCC. Therefore, based on the desktop review, USFWS BCC are not likely to occur at the subject property and as a result, the potential redevelopment of the subject property is not likely to adversely impact USFWS BCC.

Please let us know if the findings of this desktop review satisfy the request from the City of Neptune Beach regarding the potential occurrence of threatened or endangered species at the subject property.

Regards,
Gary

Gary R. Long
Sediment & Risk Assessment Service Group Leader

e. gary.long@ehs-support.com
p. 215.498.0548
o. Collegeville, Pennsylvania
w. ehs-support.com



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**MINUTES
COMMUNITY DEVELOPMENT BOARD
JUNE 9, 2021 AT 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 on June 9, 2021 at 6:00 p.m. in the Council Chambers.

Attendance Board members were in attendance:
Christopher Goodin, Chair
W. Jeremy Randolph, Member
Nia Livingston, Member
Bob Frosio, Member
Jonathan Raitti, Alternate Member
Greg Schwartzenberger, Alternate Member

The following staff members were present:
Zach Roth, City Attorney
Kristina Wright, Community Development Director
Piper Turner, Code Compliance Supervisor

Call to Order Chairperson Gooding called the meeting to order at 6:00 p.m.
/Roll Call

Minutes Made by Livingston, seconded by Randolph.

MOTION: TO APPROVE MAY 12, 2021 MINUTES AS SUBMITTED.

Roll Call Vote:

Ayes: 6-Frosio, Randolph, Schwartzenberger, Raitti, Livingston, Goodin

Noes: 0

MOTION CARRIED

Ex Parte All board members disclosed that they had received emails concerning 310 Third Street. Mr.
Communications Raitti stated he had interest in a property within 300 feet of 310 Third Street.

V21-07 228 V21-07 Application for variance as outlined in Chapter 27, Article III Division 8 of the
South St pool Unified Land Development Code of Neptune Beach for Gina Cavallo for the property
setbacks and lot known as 228 South Street (RE#173152-0500). The request is to vary section 27-238(4)
coverage Maximum lot coverage and section 27-329(2) Swimming pool setbacks for the
construction of a swimming pool.

Kristina Wright stated that the applicant is seeking a variance for relief from the setback requirements found within Section 27-329(2). If granted, this relief will allow the applicant to offset the pool to provide space to implement a pergola that will result in the following setbacks:

Pool (and Pergola) Setbacks	Required	Proposed	Difference
Rear	5 ft.	3 ft.	2 ft.
Side	7 ft.	3 ft.	4 ft.
Side	7 feet (pool)		
	3 ft.(pergola)	1 ft. (pergola)	2 ft.

In terms of lot coverage, the property is zoned R-4 and code requires a maximum lot coverage amount of 50%; however, the applicant will remove the slate patio and the walkway on the east side of the property as such the lot coverage will not be exceeded since the applicant is seeking to implement the proposed swimming pool after the walkway and the slate patio are removed. The proposed decking will be raised wood decking and the pavers under the pergola are pervious and spaced to allow additional permeability.

In sum, the pervious surface on the property existing and proposed are as follows:

House base area	676 sf
garage	462 sf
Finished open porch	20 sf
driveway	252 sf
Current Total (without rear porch and walkway)	1410 sf
pool	242 sf
Pergola pavers	177.5 sf
Proposed total	1829.5 sf
Slate rear deck (being removed)	187.5 sf (being removed)
Walkway (removed)	80 sf (being removed)
Lot	3720 sf
Lot coverage max	50% (1860 sf)
Request (within the limits with the slate rear porch and walkway being removed)	Total proposed (with the removal of porch and walkway) 1829.5 sf = 49%

The Applicant indicates in a written narrative:

The applicant is seeking a variance to obtain relief from Section 27-329(2) and has made significant effort to attempt to best comply with the existing setbacks. However, the applicant believes that due to the constraints of the lot that these requirements significantly limit the use of the remaining square footage surrounding the pool if the pool were to be centrally located within the backyard. However, staff contends that these are the

requirements of the code and while the applicant has demonstrated the ability to comply with lot coverage, the insertion of a pool offset to allow the inclusion of the pergola is creating a circumstance that requires the applicant to seek a variance, which is self-imposed.

Required findings needed to issue a variance in Section 27-147 explain the following

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

The applicant states that the proposed variance will allow for the maximum use of the remaining square footage surrounding the pool. However, the reasonable use of the property is not otherwise restricted.

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

The applicant states that the proposed variance will allow for the maximum use of the remaining square footage surrounding the pool. However, the reasonable use of the property is not otherwise restricted.

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

The applicant states that the proposed variance will allow for the maximum use of the remaining square footage surrounding the pool. However, the reasonable use of the property is not otherwise restricted.

D. Explain how the need for the proposed variance has been created by you or the developer?

The applicant believes that the variance request, if granted, will enhance the property value. Further, since the area will be concealed by a fence the character of the area will not be altered and will be enhanced by further improvements and enhancements, including the removal of additional pervious surface area as a result of removing the rear slate porch and the walkway on the east side of the property.

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

According to the applicant, swimming pools are allowed by the ULDC and are in harmony with beach style living. Further, the applicant states that the granting of the variance will not alter or change the intent of the code.

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

The applicant believes that the proposed variance has not been created by the applicant since the existing setbacks do not allow for the best use of the surrounding space. However, staff contends that the request and placement of proposed improvements are being created by the applicant that has created the need for the applicant to seek a variance request.

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 applicant believes that the granting of the proposed variance will not confer any special privileges denied to other lands and structures in the same zoning district since the granting of the proposed variance would allow for the best use of the space surrounding the pool. However, staff contends that this will result in a privilege not typically granted within the current LDC.

Recommendation of staff: Staff recommends denial of application V21-07 228 South Street.

Ms. Gina Cavallo, property owner, stated she has lived here since 1995. The code required 7 feet on each side for a pool asking to shift the pool to one side or the other. This would create out move outdoor living space. There would be a pergola attached to the house to some shade. Met with public works and the water line is not located in the 5-foot easement on the north side of the property. The utilities are 3-foot south on the neighbor's property.

Chairperson Goodin opened the floor for public comments. There being no comments, the public hearing was closed.

Board Discussion: A pool could be built without the need for a variance. Would be reducing the lot coverage to 50% by removing the concrete and install wood

decking.

Made by Livingston, seconded by Raitti.

MOTION: TO DENY REQUEST V21-07 FOR 228 SOUTH STREET.

Roll Call Vote:

Ayes: 6-Frosio, Randolph, Schwartzenberger, Raitti, Livingston,
Goodin

Noes: 0

MOTION APPROVED.

Applicant was informed their request has been denied.

CDB 21-02
Application
for
Development
Permit 310
Third St

CDB 21-02 Application for Development Permit review as outlined in Chapter 27, Article III, Division 2 of the Unified Land Development Code of Neptune Beach for Shorebreak Ventures, LLC for the property formerly known as 310 Third Street (RE# 172912-0010). This property is in the C-1 zoning district. The applicant is proposing to build a new two-story office building with parking under the building.

Kristina Wright showed renderings and gave a summary of the project:

The applicant is seeking approval of a 23,111-sf commercial building for office use with a total usable area of 17,119 sf as indicated below:

First Floor:

Gross Area 940 sf
Less Stairwells: 894 sf
Less elevator: 154 sf
Less mechanical and electrical room 925 sf

Usable area: 0 sf

Second Floor

Gross Area 10,534 sf
Less Stairwells: 701 sf
Less Elevator: 158 sf
Less Electrical Room: 92 sf
Less Core Toilet Rooms and Exist Access Corridor: 1,503 sf

Usable area: 8,060 sf

Third Floor

Gross Area: 11,637 sf
Less Stairwells: 701 sf
Less Elevator: 158 sf
Less HVAC Chase: 35 sf
Less Electrical Room: 92 sf
Less Core Toilet Rooms and Exist Access Corridor: 1,592 sf

Usable Area: 9,059 sf

The application is accompanied by Special Exception SE21-02 also for 310 Third Street, which includes an executed parking agreement for the provision of 10 additional parking spaces.

Proposed development site characteristics includes:

Zoning: C-1 (Commercial-1)

Future Land Use Designation: Commercial Low
Total proposed sf: 23,111 sf total; 17,119 Office use
Lot size: .70 acres (30,492 sf)
Maximum Lot coverage allowed within C-1: 60%
Lot coverage proposed: 51%
Setbacks:
 Front: 25'
 Rear: 10'
 Sides: 10'
Max. Height: 35'
Proposed Height: 34.5' (5' parapet)
Use: Office- Business Professional Office
Parking Ratio per office use: 1 per 400 sf

Required Parking: 43 total spaces based on usable office gross floor area (total square footage would otherwise require 58 additional unusable spaces were factored in.

Proposed Parking: 38 (10 spaces via an executed parking agreement for a total of 48 spaces proposed. Additional bike parking has been included. The applicant has included a narrative including incentives for walking and biking to work and that also demonstrates the frequency of employees working remotely and traveling. The application is further strengthened via the request for a deferral of required parking per Section 27-545 through the inclusion of a professional landscape plan that preserves additional pervious surface area and maximizes curb appeal based on the provisions outlined within Section 27-545 Deferral of parking requirements as follows:

- (a) To avoid requiring more parking spaces than actually needed to serve a development, the community development board may defer a portion of the off-street parking spaces required by this Code, if the developer demonstrates that the number of deferred parking spaces will not be needed for the condition or conditions established.
- (b) Deferrals shall be based on a deferred parking plan, which shall:
 - i. Include a written agreement between the developer and the city that requires the developer and to convert the deferred parking spaces to conform to this Code at the developer's expense one (1) year from the date of issuance of certificate of occupancy, if the community development board determines that the additional parking spaces are needed.
 - ii. Include a landscaping plan for the deferred parking area. A deferral of parking area may be offset by an increase of landscaping provided by the development on a ratio of 2:1. For example, if ten (10) parking spaces are deferred that would have corresponded with two thousand (2,000) square feet: one thousand (1,000) square feet of additional landscaping shall be provided beyond which was already required.
 - iii. Be designed to contain sufficient space to meet the full parking requirements of this Code, shall illustrate the layout for the full number of parking spaces, and shall designate which are to be deferred.
 - iv. Not assign deferred spaces to areas required for landscaping buffer zones, setbacks, or other areas that would otherwise be unsuitable for parking spaces

because of the physical characteristics of the land or other requirements of this Code.

(c) The Developer may at any time request that the community development board approve a revised development plan to allow converting the deferred spaces to operable parking spaces.

Remaining staff comments that will need to be addressed prior to final development plan approval:

1. On Sheet C-5 the backflow on the dedicated fire line is still labeled as a 6" double check backflow preventer instead of the requested 6" double check detector check backflow preventer.
2. The survey does not show the existing storm sewer to the north.
3. 27-84(a) The survey does not show the ingress and egress of adjacent/nearby properties into 3rd Street or the median cuts.
4. Section 27-84(c)(1)(b) Grading plans specifically including perimeter grading. No existing grades are shown on the adjacent parcel to the north to review perimeter grading.
5. Section 27-84 (a) It is not clear if they have or do not have wetlands, habitats, or endangered species onsite.
6. Section 27-84(a) All existing and proposed land uses not found including a depiction (sketch) of the abutting property in all directions that is within two hundred (200) linear feet of the proposal, showing: Land uses and locations of principal structures and major landscape features, types of residential use, traffic circulation systems, including driveway locations, Fire hydrant locations, and the location of wetland protection zones and wetland buffer zones.

Staff Recommendation

Staff recommends approval of application CDB 21-02 310 Third Street subject to the satisfaction of remaining staff comments as part of the submittal of the Final Development Plan and subject to the approval of SE 21-02.

Mike Hand, managing partner for Shoreline Ventures, addressed the board. The top issue in designing the building was green economically minded development. Trying to make it a green building. Will be using semi-pervious pavers for better drainage.

Questions from the board: Will you be occupying the entire building or will you have tenants? Shorelines will be on the 3rd floor and have a tenant on the second floor.

Chairperson Goodin opened the floor for public comments.

Pat Hazouri, 207 Florida Blvd, concerned about the property. This an old dune and the drainage is no longer there. It is premature for this development with the staff's encouragement. We are headed for a bigger Town Center.

There being no comments the public hearing was closed.

Made by Livingston, seconded by Frosio.

MOTION: TO RECOMMEND APPROVAL OF CDB 21-02 310 THIRD STREET PURSUANT TO THE APPROVAL OF SPECIAL EXCEPTION SE 21-02.

Roll Call:

Ayes: 6-Randolph, Frosio, Raitti Schwanzenberger, Livingston, Goodin

Noes: 0

MOTION APPROVED.

The applicant was informed that the City Council makes the final decision and they should attend the Tuesday July 6, 201 meeting at 6:00 pm.

SE21-01
Application for a
Special
Exception for
off-street &
deferred parking
for 310 Third
Street

SE21-02 Application for a special exception as outlined in Chapter 27, Article 3 Division 9 of the Unified Land Development Code for Shorebreak Ventures, LLC for the property known as 310 Third Street (RE# 172912-0010). The request is in response to Section 27-548(a)(1) Off-street parking requirements and Section 27-545 Deferral of parking requirements.

Kristina Wright, gave a summary of the proposal:

The application is in response to Section 27-548(a)(1) Off-street parking requirements and Section 27-545 Deferral of Parking Requirements. The building is intended for commercial office space and per Table 27-540-1 the proposed development is required to have 1 parking space for each 400 square feet of gross floor area. The applicant has provided the following delineation of usable space:

First Floor:

Gross Area 940 sf
Less Stairwells: 894 sf
Less elevator: 154 sf
Less mechanical and electrical room 925 sf
Usable area: 0 sf

Second Floor

Gross Area 10,534 sf
Less Stairwells: 701 sf
Less Elevator: 158 sf
Less Electrical Room: 92 sf
Less Core Toilet Rooms and Exist Access Corridor: 1,503 sf
Usable area: 8,060 sf

Third Floor

Gross Area: 11,637 sf
Less Stairwells: 701 sf
Less Elevator: 158 sf
Less HVAC Chase: 35 sf
Less Electrical Room: 92 sf
Less Core Toilet Rooms and Exist Access Corridor: 1,592 sf
Usable Area: 9,059 sf

As such, if we were to base the parking calculations on usable area alone, the project would require 43 spaces ($17,119/400= 42.7$ spaces). The applicant has provided 38 spaces and has provided a parking agreement for an additional 10 spaces for a total of 48 spaces. Further the applicant has submitted a narrative indicating that this is a project being developed by local residents many of whom plan to walk and bike to work. Further, due to travel and working remotely the building will not be entirely occupied. Even still, the applicant has demonstrated the achievement of 48 spaces through the inclusion of an executed parking agreement as attached within the application package

for your review. Further, the applicant has exceeded expectations in terms of onsite stormwater management and have chosen not to max out the amount of lot coverage allowed within the zoning classification and have sought advanced landscape design to maximize pervious surface area and also to provide maximum aesthetics and curb appeal on 3rd Street/A1A to maximize the redevelopment potential of this key commercial property on 3rd Street/A1A.

The applicant has provided the following narrative for further information:

- *32% of the employees live within bike riding distance to the building (bike rack containing room for at least 10 spaces as included in the design).*
- *17% of the employees live within walking distance to the building*
- *At least 20% of the employees/building owners of the 3rd floor tenant regularly utilize alternative low speed vehicles in and around the beach communities as an alternative means of transportation.*
- *Approximately 70% of the 3rd floor tenant travel for work about 35-40% of the time.*
- *Approximately 40% of the employees on the second-floor travel approximately 33% of the time for work*
- *50% of the 3rd floor tenant employees work on alternative days in the office and do not regularly utilize the office 5 days/week when not traveling.*
- *The 3rd floor tenant specifically provides 100% of its employees' incentives that encourage walking and biking to work.*
- *The 2nd floor tenant has developed alternative working models allowing employees to work remotely on various days of the week thus not requiring employees to be in the office five days per week.*
- *Tenant office hours are Monday-Friday from 9 AM to 5 PM and flexibility is provided for starting and stopping times at work in professional/financial services firms such as that office hours will not completely overlap.*
- *Additionally, the recent pandemic has fundamentally changed office usage space to lighter usage in general.*

Per LDC Section 27-545 Deferral of parking requirements, the code encourages the following:

- (c) To avoid requiring more parking spaces than actually needed to serve a development, the community development board may defer a portion of the off-street parking spaces required by this Code, if the developer demonstrates that the number of deferred parking spaces will not be needed for the condition or conditions established.
- (d) Deferrals shall be based on a deferred parking plan, which shall:
 - i. Include a written agreement between the developer and the city that requires the developer and to convert the deferred parking spaces to conform to this Code at the developer's expense one (1) year from the date of issuance of certificate of occupancy, if the community development board determines that the additional parking spaces are needed.
 - ii. Include a landscaping plan for the deferred parking area. A deferral of parking area may be offset by an increase of landscaping provided by the development on a ratio of 2:1. For example, if ten (10) parking spaces are deferred that would have corresponded with two thousand (2,000) square feet: one thousand (1,000) square feet of additional landscaping shall be provided beyond which was already required.

- iii. Be designed to contain sufficient space to meet the full parking requirements of this Code, shall illustrate the layout for the full number of parking spaces, and shall designate which are to be deferred.
 - iv. Not assign deferred spaces to areas required for landscaping buffer zones, setbacks, or other areas that would otherwise be unsuitable for parking spaces because of the physical characteristics of the land or other requirements of this Code.
- (e) The Developer may at any time request that the community development board approve a revised development plan to allow converting the deferred spaces to operable parking spaces.

Further, per Section 27-548(a)(1), the applicant has addressed the following:

1. All required off-street parking spaces and the use they are intended to serve shall be located on the same parcel; provided, however, that the city council, as a special exception, with a recommendation by the community development board, may allow the establishment of off-site, remote off-site, or remote off-street parking facilities provided that all of the following conditions are met:
 - a. **Practical difficulties prevent the placement of the required parking spaces on the same lot as the premises they are intended to serve.**

Practical difficulties that prevent the placement of the required parking spaces include lot size, ingress/egress constraints for life safety, visual buffer and screening for curb appeal and pervious surface area preservation.
 - b. **The off-site parking spaces are located within four hundred (400) feet of the premises they are intended to serve.**

The location of off-site parking is at 500 Third Street, which is within 400 ft. of the premises.
 - c. **The off-site parking spaces are located within the same zoning district classification as the premises which the parking spaces will serve or a classification allowing business or commercial activities.**

The off-site parking spaces are located within the same zoning district classification as the premises which the parking spaces will serve, which is C-1 (Commercial-1).
 - d. **The off-site parking spaces are not located in any residential district.**

The off-site parking spaces are not located in any residential district.
 - e. **The location of the off-site parking spaces will adequately serve the use for which it is intended.**

The location of the off-site parking spaces will adequately serve the use for which it is intended.
 - f. **The location of the off-site parking spaces will not create unreasonable:**

The off-site parking is within 400 feet and is within an established parking area with sidewalks on the same side of the street.

i. Hazards to pedestrians.

The off-site parking is an established parking area.

ii. Hazards to vehicular traffic.

The off-site parking area is an established parking area.

iii. Traffic congestion.

The off-site parking area is within 400 ft. and features a low ADT count of 166 trips per day, of which the majority of trips are contained onsite.

iv. Interference with access to other parking spaces in the vicinity.

The off-site parking area is within an established parking area.

v. Detriment to any nearby use.

The off-site parking and use are compatible with the off-site use that has an established parking area.

g. The developer supplies a written agreement, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.

A conditioned approval entails a written agreement approved by the City Attorney prior to the City Council meeting that if the lease is terminated, a replacement agreement shall be supplied within 18 months or the Special Exception is revoked and a reapplication for a special exception shall be conditioned with a future revocation if the lease is canceled in the future for any reason and not replaced with an acceptable alternative.

Sec. 27-160 Required Findings Needed to Recommend a Special Exception

1. Is the proposed use consistent with the Comprehensive Plan?

The proposed use is consistent with the Comprehensive Plan. The special exception being sought demonstrates the achievement of the criteria within Section 27-548(a)(1) Off-street Parking Requirements and Section 27-545.

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

The applicant states that the design and usage is consistent with the overall area, zoning, and the overall use is new commercial development that will enhance property values through redevelopment. The provision of off-site parking meeting the above criteria in Section 27-548(a)(1) is compatible with the general character of the area.

3. Will the proposed use have an environmental impact that is inconsistent with the health, safety, and welfare of the community?

This special exception request addresses additional off-site parking and not use. The use is consistent. Further, the usable square footage of the building, coupled with bike racks, and an executed parking lease agreement seeks to enhance the public health, safety, and

welfare of the community and the overall parking requirements necessary for the building that factors in preserving additional pervious surface area and advanced stormwater management to best advance the public health, safety, and welfare of the community.

- 4. Will the proposed use generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety, and welfare of the community?**

Again, the use is not the basis for the special exception request, but rather represents a request for additional off-site parking. The additional off-site parking and the usable square footage of the building coupled with bike racks and parking agreements provides for safety and welfare and overall parking requirements necessary for the building. Additionally, a parking deferral is incorporated for the benefit of the community for up to six spaces for which landscaping is provided as opposed to the creation of additional parking to preserve pervious surface area and maximum curb appeal.

- 5. Will the proposed use have a detrimental effect on the future development of the area as allowed in the Comprehensive Plan?**

Again, the Special Exception request is not for use, but rather it is for additional off-site parking. The request for a Special Exception to address parking will not have a detrimental effect on the future development of the area as allowed in the Comprehensive Plan.

- 6. Will the proposed use result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust, or physical activities inconsistent with existing or permissible uses in the area?**

Bike racks are being installed which would lessen road noise and in addition parking is occurring and being distributed along the corridor which will create less noise. Again, the use is not the subject of the special exception request, but rather concerns a request for additional off-site parking.

- 7. Will the proposed use overburden existing public services and facilities?**

According to the applicant this is not applicable as additional public services are not needed due to shifts in parking via the parking lease agreement.

- 8. Does the proposed use meet all other requirements as provided for elsewhere in the Code?**

All other requirements are met.

Conclusion

In summary, the Special Exception, if granted, would address parking on-site and off-site and a deferral to preserve additional pervious surface area to benefit the public health, safety, and welfare while also enhancing the curb appeal of the project and preserving additional greenspace. The applicant encourages its local partners and employees to use alternative modes of travel due to the proximity of their employees that will walk or bike to work while factoring in employees who frequently travel and work remotely. Even still, the applicant has demonstrated the provision of an executed parking agreement that will provide an additional 10 spaces near the project at 500 Third Street within the same zoning classification.

Staff Recommendation

Staff recommends approval of SE 21-02 310 Third Street subject to the developer providing a written agreement between the developer and the city to ensure the adequate provision of

parking that may require the conversion of deferred spaces to conform to the LDC at the developer's expense one (1) year from the date of issuance of a certificate of occupancy if the community development board determines that additional parking spaces are needed.

Further, the approval is also subject to the written agreement being approved by the City Attorney indicating that if the lease agreement is terminated, a replacement agreement is supplied within 18 months or the Special Exception shall be revoked and the applicant would need to reapply for a Special Exception with these conditions.

Ms. Wright explained the difference of the required parking requirement needed if you use the build's square footage as a whole versus the needs for parking calculating the useable space.

Mr. Hand, many of the employees travel a lot and this is a daytime operation. Most employees live within walking district. Additional landscaping is important to be a green building. Wants to be good neighbors.

Questions from the board for Mr. Hand:

How many clients would expect to have in the building at one time? We partner with other business and are advisor, most of our clients are in other cities. We go to them most of the time. This is true for the other tenant as well.

What is the unique and particular circumstance of the site? The design of the building and the use of green products.

How many employees total? If every employee was there at one time there would be 34. This is the more parking spaces that would need on site.

Is there any thought of renting you're the parking spaces at night? There has been but the liability issue has not been vetted.

Can you find any additional parking spaces from 500 Third St? We did not want to push the new owners of the bank as we would not even use them. We could ask them for more spaces if the board desires that.

Zach Roth, City attorney, explained the difference between the deferral of the parking from the granting of a special exception for parking within 400 feet. The deferral requires them to put it in writing that if the board determines there is a need at a later date the applicant would have to put them in which is 27-545 while section 27-548 is the special exception. The special exception would

The board agreed the deferral of five (5) space was the better option in accordance with 27-545.

MOTION: TO DEFER THE REQUIREMENT OF FIVE (5) PARKING SPACES PURSUANT TO SECTION 27-545 AS LONG AS THERE IS A WRITTEN AGREEMENT REQUIRED BY 27-545(b)(1) .

Made by Frosio, seconded by Randolph .

Roll Call:

Ayes: 6-Randolph, Frosio, Raitti Schwardzenberger, Livingston, Goodin

Noes: 0

MOTION APPROVED.

Review of Comp
Plan 2021-2046

Second review of the first draft of the 2021-2046 Comprehensive Plan, to later be known as Ordinance 21-03, along with the Future Land Use Map for The City of Neptune Beach, Florida. The Comprehensive Plan as Ordinance 21-03 and accompanying Future Land Use Map to be considered for transmittal by City Council at a later date as required by Florida State Statute, followed by the consideration of adoption by City Council following the review by the State of Florida.

The Bank of America property has been removed from the proposed Town Center district and is in the walkable commercial corridor. This was done based on comments from previous meetings.

Kathy Lahn-David, Cherokee Dr, stated she was bothered that residents from west of Third Street have no place to park their cars to go to the beach. There needs to be more bike racks.

Bill Hendrich, 215 Florida Blvd, inquired if there was a resistance from the people who live east of Third St for bike parking? Understood the resistance to car parking at the beach.

Adjournment

There being no further business, the meeting adjourned at 8:01 p.m.

Christopher Goodin , Chairperson

ATTEST:

Piper Turner, Board Secretary



**Special Meeting Agenda Item # 6
Approval to Award CONB
2021-03, Florida Blvd Culvert
Replacement**

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

AGENDA ITEM:	CONB BID NO. 2021-03 FLORIDA BLVD. CULVERT REPLACEMENT
SUBMITTED BY:	Jim French, Public Works Director
DATE:	7/14/2021
BACKGROUND:	<p>Staff budgeted \$950,000 for this drainage improvement project in the 5-year Capital Improvement Plan. The City also has a grant funding of \$375,000 from the State Legislature towards this project. The grant requirements include reimbursement of \$132,800 for design and permitting, reimbursement of \$242,399 for construction, and the completion of construction by June 30, 2022. The City's consultant, Parsons Transportation Group, completed the drawings to replace the culvert under Florida Boulevard at the 5th Street intersection. The project includes replacing the existing culvert with two 7-foot box culverts and the relocation of existing utilities to accommodate the project. Staff prepared the front end bidding, specifications, and contract documents needed for the public solicitation. During the City Council's regular meeting on May 3, 2021, a motion was approved to publicly advertise the Invitation to Bid (ITB) documents.</p> <p>The City publicly advertised the ITB for the Florida Blvd Culvert Replacement project on May 13, 2021. We had three (3) contractors attend the pre-bid meeting on May 27, 2021. During the June 4, 2021 Bid Opening, the City received two (2) bids from A.W.A. Contracting Co., Inc. (AWA) and Superior Construction Company Southeast, LLC. AWA submitted the lowest total bid price of \$996,754.49. Staff evaluated the apparent low bid for conformance with the solicitation requirements, and determined the AWA submitted the lowest, responsive bid. After the Bid, staff contacted AWA to review the project scope of work, and Arthur Allen, president of AWA, indicated that he is comfortable with their submitted bid.</p>
BUDGET:	\$950,000
RECOMMENDATION:	Staff respectfully requests the City Council's approval to award the Florida Blvd. Culvert Replacement project CONB Bid 2021-03 to the apparent low bidder, A.W.A. Contracting Co., Inc. Staff also requests the City Council's approval of deductive change orders and owner direct purchase orders for the express purpose of saving sales taxes on major materials and equipment, as authorized by the City Manger, or his designee, and as recommended by the Public Works Director. In addition, staff requests approval of the attached Bid Opening Minutes.
ATTACHMENT:	Bid Opening meeting minutes, Advertisement proof, Bid evaluation sheets, Bid documents, Draft Agreement



CITY OF NEPTUNE BEACH
BID NO. 2021-03, FLORIDA BOULEVARD CULVERT REPLACEMENT
PUBLIC BID OPENING MINUTES
THURSDAY, JUNE 17, 2021, 2:00 P.M.

Bids were due for CONB 2021-03, Florida Boulevard Culvert Replacement, on Thursday, June 17, 2021, at 2:00 p.m. at City Hall located at 116 1st Street, Neptune Beach, Florida. The bid opening commenced at 2:00 p.m. as noticed on the bid document.

ATTENDING:

Jim French, Public Works Director
Catherine Ponson, City Clerk

Public Works Director Jim French called the meeting to order at 2:00 p.m.
The City of Neptune Beach received proposals from the following firms:

A.W.A. Contracting Co. Inc.: \$921,754.49/Alternative Bid Items-\$535,111.00
Superior Construction Southeast, LLC: \$1,937,182.23/Alternative Bid Items -\$0.00

The meeting adjourned at 2:15 p.m.

Respectfully submitted,
Catherine Ponson, City Clerk

City of Neptune Beach
 Bid No. 2021-03
 Florida Blvd. Culvert Replacement

Date: 6/17/2021

Start Time: 2:02 PM

End Time: 2:15 PM

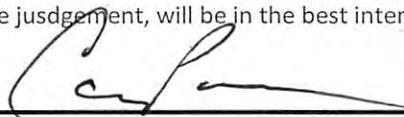
Specifications	1	2	3	4	5
Propoperly Executed Bid Form	✓	✓			
Triplicate	✓	✓			
Bid Security Amount	52	570			
Aknowledge Addendum No. 1	✓	✓			
Non-Colluion Affidavit	✓	✓			
Certificate Regarding Lobbying	✓	✓			
Anti-Kickback Affidavit	✓	✓			
Sworn Statement/Public Entities Crime Form	✓	✓			
Drug Free Workplace Form	✓	✓			
Certificate of Insurance Form	✓	✓			
Trench Safety Affidavit	✓	✓			
Total of all unit price base bid items	\$921,754.49	\$1,937,152.23			
Total of all unit price alternate bid items	\$535,111.00	2020			

A copy of the unofficial handwritten bid/proposal tabulation provided at the bid opening is subject to final verification by staff

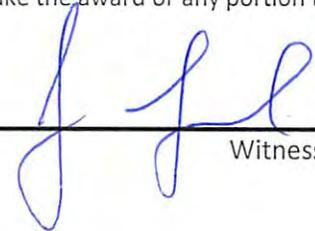
Company Name

1	A.W.A. Contracting Co., Inc.
2	Superior Construction Company Southeast, LLC
3	
4	
5	

* The City of Neptune Beach reserves the right to accept any bid, reject any or all bids, to waive informalities and make the award or any portion thereof that, in the City's sole and absolute judgment, will be in the best interest of the City in any manner thereof.



 City Clerk

 6/17/2021

 Witness

THE BEACHES LEADER/
PONTE VEDRA LEADER
Published Weekly
Jacksonville Beach, Duval County, Florida
STATE OF FLORIDA
COUNTY OF DUVAL

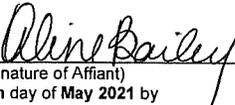
Before the undersigned authority personally appeared **Aline Bailey**, who on oath says that she is an **Authorized Agent of The Beaches Leader/Ponte Vedra Leader**, weekly newspapers published at Jacksonville Beach in Duval County, Florida; that the attached copy of advertisement, being a **Display Legal Notice** in the matter of:

City of Neptune Beach
Request for Bids
June 17, 2021
Florida Blvd. Culvert Replacement
CONB Bid No. 2021-03

was published in said newspaper in the issues of:

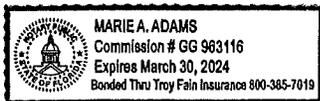
May 13, 2021

Affiant further says that the said **The Beaches Leader/Ponte Vedra Leader**, newspapers published at Jacksonville Beach, in said Duval and St. Johns Counties, Florida, and that the said newspaper has heretofore been continuously published in said Duval and St. Johns Counties, Florida, each week and has been entered as periodicals matter at the post offices in Jacksonville Beach, Atlantic Beach, Jacksonville and Ponte Vedra Beach, in said Duval and St. Johns Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


(Signature of Affiant)
13th day of May 2021 by


(Signature of Notary Public)

✓ who is personally known to me.



(Print, Type, or Stamp Commissioned Name of Notary)

CITY OF NEPTUNE BEACH
REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (herein known as "Buyer"), Florida, will be accepting sealed Bids in triplicate, which will be received until 2:00 p.m., local time, June 17, 2021, at City Hall located at: 116 1st St., Neptune Beach, FL 32266, for the following:

Florida Blvd. Culvert Replacement
CONB BID NO. 2021-03

The Selected Bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; mobilization; preconstruction site photographs and videos; erosion and sedimentation control; temporary facilities; coordination, locating, and notifications with all underground utilities; maintenance of traffic; construction layout and staking; temporary dams, dewatering and storm water bypass; water main bypass, relocation, replacement, clearing for service, abandonment, and restoration; sewer main bypass, relocation, replacement, clearing for service, abandonment, and restoration; storm sewer bypass, relocation, replacement, clearing for service, abandonment, and restoration; channel excavation and restoration; pavement removal, replacement and restoration; pavement marking and road signage; sidewalk removal and replacement; driveway removal and replacement; associated sitework, excavations, trench boxing, temporary sheet piles, filling, compaction, grading, landscaping, irrigation repairs, site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; and demobilization required to accomplish the removal and replacement the existing culvert at Florida Boulevard and 5th Street intersection.

All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, ordinances and the Contract Documents.

The Buyer will evaluate the Bids and the award will be made to the lowest, best, responsive, and most responsible Bidder selected by the Buyer.

Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. Due consideration also will be given to Bidders, other than certified minority business enterprises or minority persons, whose Bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises, minority persons as subcontractors, material suppliers or local preference for this project, should Bidder be awarded a contract.

A pre-Bid meeting will be held on **May 27, 2021 10:00 a.m., local time, at "Neptune House" in Jarboe Park: 510 Florida Blvd. Neptune Beach, FL 32266.** Representative of Owner will be present to discuss the Project. Anyone interested in submitting a Bid is strongly encouraged to attend. All Bidders will be responsible for any information discussed at the pre-Bid meeting.

Questions should be directed in writing by email to the Issuing Office at pwblids@nbfl.us no later than **June 4, 2021 at 2:00 p.m., local time.**

Bids are due at **2:00 p.m., local time, June 17, 2021**, at City Hall located at: 116 1st St., Neptune Beach, FL 32266, and will be opened as soon thereafter as possible in the presence of the City Clerk and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the City Clerk's office.

Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "**BID ENCLOSED - CONB Bid No. 2021-03 Florida Blvd. Culvert Replacement to be opened at 2:00 p.m., local time, June 17, 2021**" addressed to the City Clerk, 116 1st St., Neptune Beach, FL 32266, so as to guard against opening prior to the date and time set therefore.

Bidding Documents, drawings and any ADDENDA may be obtained from the Issuing Office for the Buyer, 116 1st St. Neptune Beach, FL 32266, pwblids@nbfl.us, telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. All Bidders shall be responsible for obtaining any information, documents and ADDENDA provided by the Issuing Office prior to the Bid. The Buyer shall not be responsible for full or partial sets of documents including ADDENDA, if any, obtained from sources other than the Issuing Office.

Bids require a five percent (5%) Bid Security in the form of a certified check or bank money order or a Bid Bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The City of Neptune Beach reserves the right to change the time and date of the pre-Bid meeting, to change the Bid due date and time, to accept any bid, reject any or all bids, to waive informalities and make the award or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer in any manner thereof.

Bid Conformance Evaluation Form

Bid No: CONB Bid No. 2021-03

Project: Florida Blvd. Culvert Replacement

Bidder: A.W.A. Contracting Co., Inc.

Bid Amount: \$921,754.49

Bid conformance with the solicitation requirements checklist (responsiveness):

Solicitation Required Item	Documents Submitted	Appears to comply with requirements	Notes
Bid Form	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Signed by Arthur Allen, president
Acknowledged addenda	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Bid Security	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	5% bid bond
Non-Collusion Affidavit	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Certificate Regarding Lobbying	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Anti-Kickback Affidavit	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Sworn Statement/Public Entities Crime Form	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Drug Free Workplace Form	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Bonding Capacity Form	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Trench Safety Affidavit	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Bidder's License Information	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Lic. No. CUC1224767 Both A.W.A. Contracting Co., Inc. and Arthur Allen registered on DBPR as Current, Active until 8/31/2022
Bidder's FEIN	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	59-3148142
Proof of minimum of five (5) years in business	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Incorporated in 1993 S-Corporation effective 1/1/1996 Sunbiz document no. P93000027854 Currently registered with sunbiz going back to 1995
Proof that the Bidder is a licensed Florida General Contractor or Florida Underground Utility Contractor	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Lic. No. CUC1224767 Both A.W.A. Contracting Co., Inc. and Arthur Allen registered on DBPR as Current, Active until 8/31/2022 Certified Underground Utility and Excavation Contractor
work for a government entity in Florida within the last three (3) years	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Palm Coast, JEA, and COJB
Minimum of three (3) reference projects of similar scope, size, and cost to this project	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Palm Coast, JEA, and COJB
Resumes of the Bidder's proposed project manager and project superintendent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Arthur Allen, Taylor Johnson
list of all subcontractors performing greater than, \$10,000	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Durden Surveying and Mapping
MBE/WBEs and local preference utilization or good faith efforts	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	10% The Goodly Group of NE Florida (Supplier)
Current workload (project) commitments	<input checked="" type="checkbox"/> <input type="checkbox"/> No	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Reference project's	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Palm Coast, JEA, and COJB
Current workload (project) commitments	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Bidder's DUNS number	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	87-293-1282
W-9	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Bidder's proposed schedule	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

Contact:	Dennis Dupries	David McDermet	Donnie Tackett	Andrea Mudryk
Phone:	904-509-0268	904-437-7197	904-209-0142	386-986-4776
Project:	City of Jax Beach- pour in place Dbl. Barrel Box Culvert, backfil, ersoion control, dewatering, grading, and sodding.	JEA- watermain repair, pipe laying, concrete driveway, utility sewer tie ins, backfill, ersoion control, dewatering, grading and sodding.	St. Johns County- storm drainage infrastruictire improvements on San Diego Rd and Ponte Vedra Blvd in Ponte Vedra Beach	City of Palm Coast- pour in place Weir Walls with triple barrels, backfill, ersion control, dewatering, grading asphalt and sodding
Date:	Emailed 6/30 @ 10:30am ddupries@jaxbchfl.net	Emailed 6/30 @10:30am mcdeds2@jea.com	emailed 7/7 @ 10:30am dtackett@sjcfl.us	emailed and called 6/30 @ 10:40am Amudryk@palmcoastgov.com
Notes:	Email response 6/30	Email & phone call responses stating he would respond back to my email by the week of 7/9. Email response 7/12	Email response 7/8	No responses from email or multiple phone calls
Were you satisfied with their performance?	Y - extremely satisfied	On a scale of 1 to 10, I would rate their performance a 7. AWA was not very familiar with JEA standards related to the installation of the water pipe and vacuum sewer pipe when the project started. I was the primary person who provided guidance to them initially and throughout the construction process. They were receptive to listening and were then able to successfully install the piping systems. The project presented unique challenges with the sequencing of the work, as sections of the drainage pipe could not be installed until some of the water pipes were relocated first. AWA struggled with this as they did not look at the overall picture in sequencing the work as one project, but eventually was able to navigate through this with my help.	Y- given the constraints of the overall project, performance was more than satisfactory	
Did they perform their work on schedule?	Y	Overall they did meet the schedul as the schedule was extended due to change order work that was initiated by JEA for both the water pipe & vacuum sewer pipe.	Y- due to unforeseens, project schedule was extended/ at no fault of AWA. If not for that, project would have been completed on or before initial scheduled completion date.	
Were they good to work with?	Y	Y- was very good to work with, even with the challenges, they listened well, were willing to learn & then take action in getting the work done.	Y- AWA is one of St Johns County's continuing contractors and has been for several years.	
Did they have any change orders?	Y- but they added additional work outside of the original scope of the project	All of the change orders that were issued were either initiated by JEA, or conflicts in the work that AWA brought to the attention of JEA.	N- project came in under budget	
Would you recommend them to others?	Y	Y	y	
Notes:	High recommend to others especially if they have any poured-in-place-box culverts, structires, currb & gutter, sidewalk, driveway or pipe work to be performed.	At the beginning of the project, I would be hesitant to recommend AWA for water pipe work; however as the project progressed, they gained understanding, willing to listen to JEA, followed by implementing the work. Willing to recommend , but only if the pipeline work is fairly straight forward and not complicated.	Highly recommend to others abd for any project. AWA has the knowledge and resources to accomplish any project. Drainage/xulvert installation is on of their specialties.	

CITY OF NEPTUNE BEACH
BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR
FLORIDA BLVD. CULVERT REPLACEMENT
CONB BID NO. 2021-03



BID DUE: June 17, 2021 at 2:00 PM (local time)

'PRE-BID' MEETING
May 27, 2021 at 10:00 AM (Local time)

APRIL 2021

SECTION 00300

BID FORM

**CONB BID NO. 2021-03
Florida Blvd. Culvert Replacement**

This Bid is submitted to The City of Neptune Beach.

In submitting this Bid, the Bidder represents that:

1. The Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is (or are) named herein and that no other person who is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion, fraud or coercive practices;
2. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid, and the Bidder has not solicited or induced any individual or entity to refrain from bidding;
3. The Bidder further declares that the Bidder has examined the Point of Destination and the site of the Work and is fully informed in regard to all conditions pertaining to the places where the Work is to be performed that may affect the delivery, cost, progress, or furnishing the Work;
4. The Bidder is familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
5. The Bidder has carefully examined and studied the Procurement Documents for the Work, and that the Bidder has read all the provisions furnished prior to the opening of bids, and that the Bidder is satisfied as to the work to be performed;
6. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
7. The Bidder further understands that the Buyer reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer;
8. Bidder accepts all terms and conditions of the Procurement Documents;
9. The Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
10. Bidder has given the Buyer and/or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Bidder;
11. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract;

00300-1

12. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the contract in full and complete it in accordance with the Procurement Documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions, Special Conditions, and contract documents.

13. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Procurement Documents, that without exception the Bid (including all Bid prices) is premised upon furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work as required by the Procurement Documents.

Bid Schedule:

Unit Price Bids: The Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work in accordance with the Procurement Documents for the following Unit Price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$20,000.00	\$20,000.00
2	Bonds and Insurance	LSum.	1	\$30,000.00	\$30,000.00
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$5,000.00	\$5,000.00
4	Construction Engineering	LSum.	1	\$3,500.00	\$3,500.00
5	Construction Testing including QA/QC	LSum.	1	\$5,750.00	\$5,750.00
6	Photography and Video	LSum.	1	\$1,500.00	\$1,500.00
7	Maintenance of Traffic	DA	120	\$58.00	\$6,960.00
8	Work Zone Signage	ED	11,160	\$0.85	\$9,486.00
9	Channelizing Device, Type 111, 6'	ED	1,440	\$1.35	\$1,944.00
10	Channelizing Device, Pedestrian LCD	LF	240	\$3.50	\$840.00
11	Portable Changeable Message Sign, Temporary	ED	28	\$85.36	\$2,390.08
12	Artificial Coverings/Rolled Erosion Control Products	SY	7	\$157.00	\$1,099.00
13	Runoff Control Structure	LF	93	\$75.00	\$6,975.00
14	Sediment Barrier	LF	303	\$4.50	\$1,363.50
15	Floating Turbidity Barrier	LF	47	\$25.00	\$1,175.00
16	Inlet Protection System	EA	2	\$250.00	\$500.00
17	Litter Removal	AC	2	\$375.00	\$750.00
18	Mowing	AC	1.28	\$650.00	\$832.00
19	Clearing & Grubbing	AC	0.55	\$7,500.00	\$4,125.00
20	Removal of Existing Concrete	SY	57	\$22.50	\$1,282.50
21	Channel Excavation	CY	605	\$25.00	\$15,125.00

22	Embankment	CY	1	\$24.65	\$24.65
23	Type B Stabilization	SY	353	\$7.85	\$2,771.05
24	Optional Base, Base Group 4	SY	249	\$16.75	\$4,170.75
25	Milling Exist Ashp. Pa vt. 1" Avg. Depth	SY	190	\$28.50	\$5,415.00
26	Superpave Asphaltic Concrete (A)	TN	51.6	\$285.00	\$14,706.00
27	Pavers, Architectural, Roadway	SY	56	\$52.00	\$2,912.00
28	Concrete Class IV, Culverts	CY	350	\$1,250.00	\$437,500.00
29	Reinforcing Steel, Roadway	LB	51,687	\$1.95	\$100,789.65
30	City of Jacksonville Curb Inlet	EA	2	\$1,250.00	\$2,500.00
31	Manholes, P-8, < 10'	EA	1	\$4,565.00	\$4,565.00
32	Pipe Culvert Optional Material, Round, 18" S/CD	LF	48	\$38.15	\$1,831.20
33	Pipe Culvert Optional Material, Round, 30" S/CD	LF	25	\$72.61	\$1,815.25
34	Mitered End Section, Optional Round, 30" CD	EA	1	\$1,450.00	\$1,450.00
35	Riprap, Rubble, F&I, Ditch Lining	TN	161.8	\$95.00	\$15,371.00
36	Bedding Stone	TN	116.20	\$62.35	\$7,245.07
37	Concrete Curb & Gutter, COJ	LF	277	\$21.65	\$5,997.05
38	Cone. Sidewalk and Driveways, 4"	SY	207	\$34.50	\$7,141.50
39	Cone. Sidewalk and Driveways, 6"	SY	61	\$40.50	\$2,470.50
40	Detectable Warnings	SF	117	\$25.00	\$2,925.00
41	Performance Turf, Sod	SY	1,502	\$4.85	\$7,284.70
42	Single Post Sign, F&I GM, <12 SF	AS	4	\$550.00	\$2,200.00
43	Single Post Sign, Relocate	AS	4	\$275.00	\$1,100.00
44	Single Post Sign, Remove	AS	1	\$156.50	\$156.50
45	Thermoplastic, Std, White, Solid, 24"	LF	42	\$13.85	\$581.70
46	Thermoplastic, Preform, White, Solid, 12"	LF	209	\$9.87	\$2,062.83
47	Utility Work , Sewer	LS	1	\$5,500.00	\$5,500.00
48	Pipe Removals, 8" Sewer	LF	70	\$15.00	\$1,050.00
49	Pipe Removals, 15" Gravity Sewer, Including Plugs	LF	73	\$20.00	\$1,460.00
50	8" DI Pipe, Restrained Joints	LF	83	\$80.54	\$6,684.82
51	8" DI MJ 45 Deg Bend	EA	4	\$2,516.00	\$10,064.00
52	8" MJ GV	EA	2	\$3,224.00	\$6,448.00
53	8" Thrust Collar Restraint	EA	2	\$650.00	\$1,300.00
54	8" HOPE to DI Transitions	EA	2	\$1,120.00	\$2,240.00
55	1" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$4,504.76	\$4,504.76
56	Sewer Bypass	EA	1	\$4,750.00	\$4,750.00
57	Utility Work , Water	LS	1	\$5,250.00	\$5,250.00
58	Pipe Removals , 8" Water	LF	93	\$7.50	\$697.50
59	Pipe Removals , 12" Water	LF	78	\$12.50	\$975.00
60	12" DI Pipe, Restrained Joints	LF	127	\$58.88	\$7,477.76

61	8" C900 DR-18, PVC Pipe, Restrained Joint	LF	117	\$28.48	\$3,332.16
62	12" DI MJ 45 Deg Bend	EA	6	\$694.00	\$4,164.00
63	8" DI MJ 45 Deg Bend	EA	2	\$366.00	\$732.00
64	12" DI MJ 90 Deg Bend	EA	2	\$692.00	\$1,384.00
65	8" DI MJ 90 Deg Bend	EA	1	\$465.00	\$465.00
66	12" Thrust Collar Restraint	EA	2	\$650.00	\$1,300.00
67	12" HOPE to DI Transitions	EA	2	\$899.00	\$1,798.00
68	8" Thrust Collar Restraint	EA	2	\$650.00	\$1,300.00
69	12" MJ GV	EA	3	\$6,822.50	\$20,467.50
70	8" MJ GV	EA	3	\$3,736.00	\$11,208.00
71	8" Cap	EA	1	\$378.00	\$378.00
72	12" x 12" x 8" DI MJ Tee	EA	1	\$873.75	\$873.75
73	12" x 12" DI MJ Tee	EA	1	\$1,007.00	\$1,007.00
74	12" x 8" DI MJ Reducer	EA	1	\$607.00	\$607.00
75	2" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$2,977.76	\$2,977.76
76	Temporary sewer bypass and pumping	LSum.	1	\$2,500.00	\$2,500.00
77	Temporary stormwater diversions, bypass, and pumping	LSum.	1	\$30,000.00	\$30,000.00
78	Temporary potable Water bypass and pumping	LSum.	1	\$8,500.00	\$8,500.00
79	As-built Survey	LSum.	1	\$4,275.00	\$4,275.00
80	Permit close-outs	EA	3	\$250.00	\$750.00
81	Site Restoration, landscaping, and clean-up	LSum.	1	\$3,000.00	\$3,000.00
82	Disposal and Disposal Fees	LSum.	1	\$1,500.00	\$1,500.00
83	Notices of Commencement and Termination	LSum.	1	\$750.00	\$750.00
84	2-year warranty bond	LSum.	1	\$2,500.00	\$2,500.00
85	Brick and mortar 30" pipe cap	EA	1	\$2,000.00	\$2,000.00
Total of All Unit Price Base Bid Items					\$921,754.49
<i>Alternates (subject to Buyer acceptance)</i>					
86	Matching double barrel culvert	LF	125	\$3,525.00	\$440,625.00
87	Channeling devices:	ED	11,160	\$0.85	\$9,486.00
88	Other:		1	\$85,000.00	\$85,000.00
Total of All Unit Price Alternative Bid Items					\$535,111.00

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid Items will be based on actual quantities, determined as provided in the Procurement Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

The Bid Price is supplemented by the following Buyer's Contingency Allowance, as described in the

Procurement Documents.

Buyer's Contingency Allowance: \$75,000.00
(Numerals)

The Total Bid Price is the sum of the Lump Sum Bid Price, the Total of All Unit Price Base Bid Items, and the Buyer's Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price and Buyer's Contingency Allowance adjustments.

Total Bid Price: \$ 996,754.49
(Numerals)

Addendum Receipt:

Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. 1 DATED 04 June 21

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder's DUNS Number: _____

Bidder's FEIN Number: 59-3148142

Bidder's License Information:

Bidder's License Type: CUC

Bidder's License Category (if any): Underground Utility

Bidder's License Special Qualification (if any): _____

Bidder's License No: CUC1224767

Bidder's License State: Florida

License Name/Organization: Construction Industry Licensing Board

Bidder's Utility Sub-Contractor License Information:

Utility Sub-Contractor's License Type: N/A

Utility Sub-Contractor's License Category (if any): _____

Utility Sub-Contractor's License Special Qualification (if any): _____

00300-5



City of Neptune Beach

116 1st Street
Neptune Beach, Florida 32266
Telephone (904) 270-2400

ADDENDUM NO. 1

TO THE BID DOCUMENTS

CONB Bid No. 2021-03 – Florida Blvd. Culvert Replacement

City of Neptune Beach, Florida

Date June 4, 2021

To All Plan Holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made part of the Contract Documents for the Florida Blvd. Culvert Replacement project as fully and completely as if the same were fully set forth therein:

A. Division 0 – Bidding and Contract Documents

1. Section 00300, Bid Form

REPLACE Section 00300, Bid Form dated April 2021 with the attached revised Section 00300, Bid Form dated June 2021 that corrects the bid schedule.

B. Written questions received and responses:

Addendum No. 1 includes the responses to the questions received by the Bid Question Deadline, Questions due by June 4, 2021

1. Is there any estimate value/start date and Plan Holder's List?

Response: See attached pre-bid meeting sign in sheet. During the pre-bid meeting the project budget was provided as \$950,000, and that the City intends to start the project as promptly as possible.

2. I was reaching out to see how I can retrieve the bidding documents that are available?

Response: The documents are available from the City's website: www.ci.neptune-beach.fl.us/home/pages/procurement

3. The Bid Schedule UM and Quantities appear to be shifted in the table, starting on or around line item 20. Please review and provide a corrected Bid Schedule as soon as possible to allow time for review prior to the bid date of 6/17.

Response: See attached revised Section 00300, Bid Form dated June 2021 that corrects the bid schedule.

4. Note 12 of General Notes on Sheet 8 states, "Precast Culvert will not be allowed unless approved by the City of Neptune Beach (CONB)". Will Precast Culverts be allowed on this project?.

Response: Cast-in-place because of low cover conditions, to avoid joint integrity issues, provide better field connections for the 5 storm sewer pipes, and improved longevity. The City has added an Alternate for a matching double barrel precast box culvert to the Bid Schedule. Alternate items will be evaluated by the City after the bid. All Bidders shall include all items in the base bid. The Base Bid is used for evaluating bids without considering the Alternate Items. The Total Bid Price is the sum of the Lump Sum Bid Price, the Total of All Unit Price Base Bid Items, and the Buyer's Contingency Allowance. Any alternates are subject to Buyer acceptance.

5. What third party Utility Owners are expected to be in conflict with construction operations, and do those Utilities have Utility Work Schedules for the conflicts?

Response: On May 6, 2021 the City provided AT&T 30-day notification pursuant to Florida Statute 337.403 that their work necessary to alleviate the interference with the City's road safety and road maintenance project needs to be completed. On May 11, 2021 AT&T responded that they should be able to support/protect their facilities. Comcast responded that they have completed their work. As discussed during the pre-bid meeting it is anticipated that Beaches Energy may have both overhead and underground facilities in the area. All bidders must comply with Chapter 556, Florida Statutes and the 811 before you dig system.

6. What is the anticipated start date for construction and will CONB be flexible with this date to allow for construction periods to align with more favorable seasonal weather conditions?

Response: During the pre-bid meeting it was discussed that the City intends to start the project as promptly as possible and that the City has grant funding that requires completion of the project by June 30, 2022. Therefore, the City has a hard deadline to finish the project. Bidders may provide a proposed milestone schedule with their bid so long that schedule does not go past June 1, 2022 for final completion including any delays (including but not limited to weather, supply chain issues, change orders, labor shortages, etc.). Any proposed milestone schedule must include a short justification of the schedule describing the Bidder's reasoning or need and how it would benefit the City or its residents.

7. Item No. 8, work zone signage appears to be inaccurate as it would require approximately 100 signs per day to equal quantity shown of 11,160 ED.?

Response: See Traffic Control Plan sheet number 21 and Summary of Quantities sheet number SQ-1 in the Appendix "D" within the procurement documents. The Summary of Quantities has 93 signs for a duration of 120 days. Note that the sign locations identified on the Traffic Control plan may have more than one sign.

8. There is no item for channeling devices, barricades/drums, etc. ?
Response: See Bid Item 9 Channelizing Device, Type III, 6', and see Traffic Control Plan sheet number 21 in the drawing set. The City has also added an Alternate for a channeling devices to the Bid Schedule. Alternate items will be evaluated by the City after the bid. All Bidders shall include all items in the base bid. The Base Bid is used for evaluating bids without considering the Alternate Items. The Total Bid Price is the sum of the Lump Sum Bid Price, the Total of All Unit Price Base Bid Items, and the Buyer's Contingency Allowance. Any alternates are subject to Buyer acceptance.
9. Please confirm 1 original and 2 copies of the bid documents is acceptable?
Response: In accordance with Section 00200 Instructions to Bidders part 12.05 Bids will not be valid unless received in triplicate before the Bid deadline identified the Request for Bids (advertisement). To clarify, triplicate must at a minimum include one (1) original and two (2) copies.
10. Please confirm Builder's Risk is required for this project?
Response: In accordance with Section 00800 Supplementary Conditions, a Builders Risk policy is required for projects that include the installation of property and/or equipment and an Installation Floater is required for projects that only have materials, supplies and equipment. Since this project does not include the installation of property (e.g. fixed assets such as buildings, ground storage tanks, mechanical rooms, etc.) a Builders Risk policy is not required, but an Installation Floater is needed when a Builders Risk policy is not in place to provide the required minimum coverage outlined in Section 00800 Supplementary Conditions.
11. Will a typical section be provided to show the grade slope of proposed roadway?
Response: The project is at an intersection and the design intent is to closely match the existing roadway profiles. Bidders shall use the elevations as shown on the plans found within the procurement documents.
12. Will details of the "special gutter grade" noted on plan sheet 9 be provided?
Response: A detail is not needed since it would comply with the typical cross section of a Standard City Curb with the exception of the change in gutter grade. The gutter elevations are shown in the plans. This section of curb has a changing cross section, and additional details would not be helpful.
13. Will contractor need to reconstruct the 12" of Type B stabilization under the Standard City Curb within the mill/resurface areas?
Response: Yes, the Bidder shall provide stabilization under all new curb and gutters.

14. Please provide Report of Geotechnical Exploration referenced on sheets 8 and 18 of the construction plans?

Response: See attached geotechnical report prepared by Meskel & Associates and dated March 14, 2019.

15. Was the water table encountered during geotechnical exploration? If so, at what elevation and location?

Response: See attached geotechnical report prepared by Meskel & Associates and dated March 14, 2019.

16. Drainage structure S-06 ties into a manhole "to be constructed by others". Will the manhole be installed prior to or in conjunction with the construction of the box culvert and roadway? Who is responsible for install?

Response: The manhole in question is part of a future project. Bidders shall temporarily cap the pipe end at the manhole location with brick and mortar to accommodate the future connection, see bid item number 85.

End of Addendum No. 1

Utility Sub-Contractor's License No: N/A

Utility Sub-Contractor's License State: _____

License Name/Organization: _____

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project: 10 %

Total local preference percent utilization on this project: 10 %

List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
1. <u>Main Street Site of Utility</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <u>The Grady Group of NE Florida</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Unauthorized Alien Statement:

The bidder acknowledges and agrees that any contract awarded will include a requirement that the bidder register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the bidder acknowledges and agrees that if the bidder enters a contract with any subcontractor, the subcontractor must provide the bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

List of Major Sub Contractors:

Bidders are required to list, on this Bid Form, all major sub-contractors who will perform work of \$10,000 or more on this Contract during the execution of the Work. Failure to complete the list may be cause for declaring the Proposal irregular and disqualifying the Bid.

The successful Bidder shall employ the subcontractors listed hereunder for the class of Work indicated, which list shall not be modified in any way without the written consent of the City of Neptune Beach.

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Proposal, the major subcontractors used in the execution of the Work will be those listed below.
2. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required.

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
N/A		

At the Buyer's option, the Bidder shall be required to provide the Buyer with the details of Bidder's Purchase Order, including vendor quote(s), vendor name, address, and quantity and type of materials being ordered. The Buyer may choose to order the major materials and/or equipment direct. Should the Buyer choose to do this, any payment that is made direct by the Buyer (plus an amount equal to the sales tax that would have been paid by the Bidder) for the materials shall be a direct deduct from the Bidder's contract as if the payment were made direct to the Bidder. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Bidder for the major material purchases.

It shall be the Bidder's responsibility to ensure conformance with contract requirements, coordinate ordering, deliveries, submit Shop Drawings, receive and verify accuracy of such shipments and, unload such shipments as if Bidder had purchased the materials direct. Any Shop Drawings received directly by the Buyer from the suppliers will be forwarded by the Buyer to the Bidder for the Bidder's review of accuracy and correctness of the Shop Drawings, and the Bidder shall provide an approval action on each product. The Bidder then shall submit Shop Drawings to the Buyer and/or the Engineer for review and approval action.

The Bidder shall include all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Buyer's Purchase Authorization is prepared, then it will be returned to the Bidder for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under the Bidder's contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

The Bidder has fully reviewed and informed themselves regarding the Bidding Documents. The Bidder, by submitting a Bid to the Buyer, warrants that the Bidder conforms with all specified requirements including

experience, present commitments, schedule, necessary facilities, MBE/WBE utilization, local preference, insurance verification, bonding capacity, local license(s), required Form(s), ability, and financial resources contained in the Bidding Documents. The Bidder shall provide any required proof of experience, license(s), form(s), coverages, requirements, and limits specified in the Bidding Documents within 10 days of the Bid Opening or the Owner may consider Bidder to be in default or non-responsive and reject the Bid and the Owner may then award the Bid to the next lowest conforming, responsive Bidder.

The following documents are attached to and made a condition of this Bid:

1. Required Bid Security
2. Section 00430 - Trench Safety Affidavit
3. Section 00420 - Sworn Statements, Acknowledgements, And Affidavits
 - a. Non-Collusion Affidavit
 - b. Certification Regarding Lobbying
 - c. Anti-Kickback Affidavit
 - d. Sworn Statement on Public Entity Crimes
 - e. Drug-Free Workplace Form

Refer to Section 00200, Instructions to Bidders, for items required to be submitted post-Bid by the three apparent lowest bidders.

[Reminder of this page intentionally left blank]

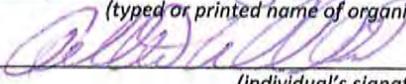
This Bid is offered by:

Bidder:

A. W. A. Contracting Co., Inc.

(typed or printed name of organization)

By:



(individual's signature)

Date:

17 June 21

(date signed)

Name:

Arthur W. Allen

(typed or printed)

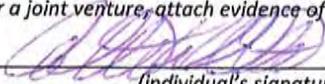
Title:

President

(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



(Individual's signature)

Title:

President

(typed or printed)

Address for giving notices:

P.O. Box 601009

Jacksonville, FL 32260

Designated Representative:

Name:

Arthur W. Allen

(typed or printed)

Title:

President

(typed or printed)

Address:

PO Box 601009

Jacksonville, FL 32260

Phone:

904-212-4157

Email:

artie@awacontractingcoinc.com

License No.:

—

Classification:

Owner

Limitation:

—

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that AWA Contracting Co Inc.

PO Box 601009 Jacksonville, FL 32260 as Principal, and

Machinery Insurance Inc., An Assessable Mutual Insurer, as Surety,

a Corporation chartered and existing under the laws of the State of Florida, with its principal offices in the City of Jacksonville, FL, and authorized to do business in the State of Florida are held and firmly bound unto the City of Neptune Beach, in the full and just sum of FIVE PERCENT (5%) of the actual total amount of the Bid or Proposal, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated June 17, _____, 2021, for:

**FLORIDA BLVD. CULVERT REPLACEMENT
CONB BID NO. 2021-03
CITY OF NEPTUNE BEACH, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 17th day of June, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

AWA Contracting Co Inc.
Name of Firm



Signature of Authorized (Affix Seal)

President

Title

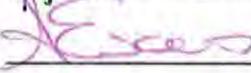
PO Box 601009

Business Address

Jacksonville, FL 32260

City, State & Zip Code

WITNESSES:

SURETY:

Machinery Insurance Inc., An Assessable Mutual Insurer

Corporate Surety



Attorney-in-Fact (Affix Seal)

219 N Newnan Street

(Seal) Business Address

Jacksonville, FL 32202

City, State & Zip Code

Cecil W Powell & Company Inc.

Name of Local Insurance Agency

00400-2

**MACHINERY INSURANCE, INC.
AN ASSESSABLE MUTUAL INSURER**

GENERAL POWER OF ATTORNEY

Know by these Presents, that Machinery Insurance, Inc., An Assessable Mutual Insurer, organized pursuant to Chapter 627.6011 et.seq., Florida Statutes (1991) and filed with the Florida Department of Insurance, does hereby appoint

Benjamin K. Powell

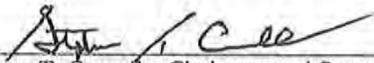
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, and shall apply to surety bonds or undertakings and other documents of similar character not to exceed:

Five hundred thousand dollars (\$500,000.00)

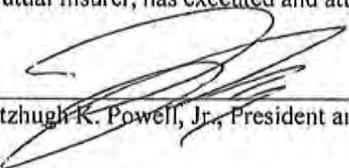
This Power of Attorney is signed and sealed by facsimile under and by the authority of the following extract of the Minutes of a special meeting of the Board of Directors of the Company at a meeting duly called and held on October 13, 1992.

"Upon a motion duly made and carried, the following action was taken: Resolved, the Chairman, President or Secretary shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute, on behalf of the company, fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced: provided however, the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, Machinery Insurance, Inc., An Assessable Mutual Insurer, has executed and attested these presents this 3rd day of August 2020,



Stephen T. Cumella, Chairman and Secretary



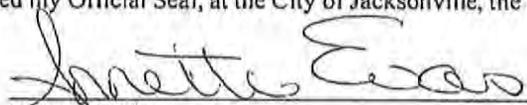
Fitzhugh K. Powell, Jr., President and Treasurer

**STATE OF FLORIDA
CITY OF JACKSONVILLE**

On this 3rd day of August 2020, before the subscriber, a Notary Public of the State of Florida, duly commissioned and qualified, came the above named Officers of Machinery Insurance, Inc., An Assessable Mutual Insurer to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Jacksonville, the day and year first above written.

ANNETTE EVANS
Notary Public, State of Florida
My Comm. Expires 04/29/2022
Commission No. GG182968

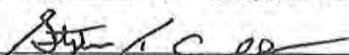


Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida Corporation, do hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this 17th day of June, 2021



Stephen T. Cumella, Chairman

FILED
1993 APR 14 AM 8:48
SECRETARY OF STATE,
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

of

A. W. A. CONTRACTING CO., INC.

ARTICLE I. NAME. The name of this corporation is A. W. A. Contracting Co., Inc.

ARTICLE II. PRINCIPAL OFFICE AND REGISTERED AGENT. The principal office of the Corporation in the State of Florida is 4980 Julington Creek Road, Jacksonville, in Duval County, postal zip code 32258. The registered agent at this address is Arthur W. Allen.

ARTICLE III. DURATION. The Corporation shall have perpetual existence.

ARTICLE IV. PURPOSES. The purposes for which this Corporation is organized are:

(a) To engage in any lawful purpose, act or activity for which a corporation may be organized under the laws of the State of Florida;

(b) To carry on such other business as may be necessary, convenient or desirable to accomplish the above purposes, and to do all other things incidental thereto which are not forbidden by law or these Articles of Incorporation.

ARTICLE V. POWERS. The Corporation may exercise any powers, without limitation whatsoever, which a corporation may legally exercise under the Florida Business Corporation Act under which this Corporation is formed. In addition, the Corporation shall have the following specific powers:

(a) To elect or appoint officers and agents of the Corporation and to fix their compensation;

(b) To act as an agent for any individual, association, partnership, corporation or other legal entity;

c) To receive, acquire, hold, and exercise rights arising out of the ownership or possession thereof, sell, or otherwise dispose of, shares or other interests in, or obligations of, individuals, associations, partnerships, corporations, or governments;

(d) To receive, acquire, hold, pledge, transfer, or otherwise dispose of shares of the Corporation, but such shares may only be purchased, directly or indirectly, out of earned surplus.

(e) To make gifts or contributions for the public welfare or for charitable, scientific or educational purposes, and in time or war, to make donations in aid of war activities.

ARTICLE VI. CAPITAL STOCK.

Section 1. Authorized shares. The total number of shares which this Corporation is authorized to have outstanding at any one time is TWO HUNDRED (200) SHARES, all of one class, of ONE Dollar (\$1.00) par value.

Section 2. Dividends. Dividends are payable on the stock, when and as declared, out of the unreserved earned surplus. Dividends on the stock may be in the form of cash, property, or shares of the stock.

Section 3. Liquidation. Authority is hereby granted for one or more stockholders, representing at least 51 percent of the outstanding shares of the Corporation, to dissolve the corporation at will or upon the occurrence of specific events if identified in the By-Laws. The stockholder or stockholders exercising this authority must give written notice of the intent to dissolve to all the other stockholders. Thirty-one days after the effective date of the notice, the Corporation will begin to wind up and liquidate its business and affairs and file articles of dissolution.

Section 4. Voting rights of stockholders. Each holder of stock shall be entitled to one vote for each share of stock standing in his or her name on the books of the Corporation. At each election of directors, each holder of stock shall have as many votes as the number of shares of stock owned by him or her for each of the directors to be elected. Cumulative voting will not be allowed.

Section 5. Consideration for shares. The stock shall be issued for such consideration, but not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the judgment of the Directors as to the value of any property or services received in full or partial payment for shares shall be conclusive. When shares are issued upon payment of

the consideration fixed by the Board of Directors, such shares shall be taken to be fully paid stock and shall be non-assessable.

Section 6. Pre-emptive rights. Except as may otherwise be provided by the Board of Directors, no holder of any shares of the stock of the Corporation shall have any pre-emptive right to purchase, subscribe for, or otherwise acquire any shares of stock of the Corporation or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

Section 7. Stock rights and options. The Corporation shall have the power to create and issue rights, warrants, or options entitling the holders thereof to purchase from the Corporation any shares of its capital stock, upon such terms and conditions and at such times and prices as the Board of Directors may provide, which terms and conditions shall be incorporated in an instrument or instruments evidencing such rights or options and the sufficiency thereof shall be conclusive.

ARTICLE VII. COMMENCEMENT OF BUSINESS. The minimum amount of capital with which the Corporation will commence business is ONE HUNDRED Dollars (\$100.00).

ARTICLE VIII. MANAGEMENT. For the management of the business, and for the conduct of the affairs of the Corporation, and for the further definition, limitation, and regulation of the powers of the Corporation and its directors and stockholders, it is further provided:

Section 1. Size of board. The number of directors shall be as specified in the By-Laws of the Corporation, and such number may from time to time be increased or decreased in such manner as prescribed by the By-Laws. Directors need not be stockholders.

Section 2. Powers of the board. In furtherance and not in limitation of the powers conferred by the laws of the State of Florida, the Board of Directors is expressly authorized and empowered:

(a) To make, alter, amend, and repeal the By-Laws, subject to the power of the Stockholders to alter or repeal the By-Laws made by the Board of Directors;

(b) Subject to the applicable provisions of the By-Laws then in effect, to determine, from time to time, whether and to what

extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Corporation, or any of them, shall be open to stockholder inspection. No stockholder shall have any right to inspect any of the accounts, books or documents of the Corporation, except as permitted by law, unless and until the stockholder makes a demand to inspect, giving at least five (5) days written notice to the Board.

(c) To authorize and issue, without stockholder consent, obligations of the Corporation, secured and unsecured, under such terms and conditions as the Board, in its sole discretion, may determine, and to pledge or mortgage, as security therefor, any real or personal property of the Corporation, including after-acquired property.

(d) To determine whether any and, if so, what part, of the earned surplus of the Corporation shall be paid in dividends to the stockholders, and to direct and determine other use and disposition of any such earned surplus;

(e) To fix, from time to time, the amount of the profits of the Corporation to be reserved as working capital or for any other lawful purposes;

(f) To establish bonus, profit-sharing, stock option, or other types of incentive compensation plans for the employees, including officers and directors, of the Corporation, and to fix the amount of profits to be shared or distributed, and to determine the persons to participate in any such plans, and the amount of their respective participation.

(g) To designate, by resolution or resolutions passed by a majority of the whole Board, one or more committees, each consisting of one or more directors, which, to the extent permitted by law and authorized by the resolution or the By-Laws, shall have and may exercise the powers of the Board.

(h) To provide for the reasonable compensation of its own members by By-Law, and to fix the terms and conditions upon which such compensation will be paid.

(i) In addition to the powers and authority hereinbefore, or by statute, expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Florida, of these Articles of Incorporation, and of the By-laws of the Corporation.

(j) Meetings. Members of the Board of Directors may participate

in any annual, special or regular meetings of the Board of Directors by means of conference telephone or similar communications equipment. Participation by such means shall constitute presence in person at a meeting.

Section 3. Elimination of board. The stockholders may, by majority vote, agree to operate without a Board of Directors. The management of the business and the affairs of the Corporation, in whole or in part, may be by or under the direction of the stockholders of the Corporation or by or under the direction of a third party or parties selected by the stockholders.

Section 4. Interested Directors. No contract or transaction between this Corporation and any of its directors, or between this Corporation and any other corporation, firm, association, or other legal entity shall be invalidated by reason of the fact that the director of the Corporation had a direct or indirect interest, pecuniary or otherwise, in such corporation, firm, association, or legal entity, or because the interested director was present at the meeting of the Board of Directors which acted upon or in reference to such contract or transaction, or because he or she participated in such action, provided that the interest of each such director shall have been disclosed to or known by the Board and a disinterested majority of the Board shall have nonetheless ratified and approved such contract or transaction. Such interested director or directors may be counted in determining whether a quorum is present for the meeting at which such ratification or approval is given. If the vote of such interested director or directors is, or was, necessary for the approval of such contract or transaction, then such contract or transaction shall, with disclosure of the director's or directors' interest, be submitted for the approval or ratification of the stockholders.

ARTICLE IX. INITIAL DIRECTORS. The name and post office address of the member of the first Board of Directors of this Corporation is:

1. Arthur W. Allen
4980 Julington Creek Road
Jacksonville, FL 32258

ARTICLE X. INCORPORATORS. The names and post office addresses of the incorporators of these Articles of Incorporation are:

1. Arthur W. Allen
4980 Julington Creek Road
Jacksonville, FL 32258

ARTICLE XI. PLACE OF MEETING; CORPORATE BOOKS. Subject to the laws of the State of Florida, the stockholders and the Directors shall have the power to hold their meetings and the Directors shall have power to have an office or offices and to maintain the books of the Corporation outside the State of Florida, at such place or places as may from time to time be designated in the By-Laws or by appropriate resolution.

ARTICLE XII. AMENDMENT OF ARTICLES. The provisions of these Articles of Incorporation may be amended, altered or repealed from time to time to the extent and in the manner prescribed by the laws of the State of Florida, and additional provisions authorized by such laws as are then in force may be added. All rights herein conferred on the directors, officers and stockholders are granted subject to this reservation.

ARTICLE XIII. INDEMNIFICATION. This Corporation is empowered to indemnify any officer, director or employee, or any former officer, director or employee, in the manner set out and provided for in the By-Laws of this Corporation or as otherwise provided under the laws of the State of Florida.

ARTICLE XIV. RESTRICTION ON TRANSFER OF STOCK. The stockholders may, by majority vote recorded in the minute book of this Corporation, impose such restrictions on the sale, transfer or encumbrance of the stock in this Corporation owned by all the stockholders, as they may see fit. The By-Laws of this Corporation may impose any restrictions on the sale, transfer or encumbrance of the stock of this Corporation as may be lawful under the statutes and laws of the State of Florida at the time such By-Law is adopted or amended.

ARTICLE XV. MISCELLANEOUS.

Section 1. Notice of Meetings. Any stockholder present at any meeting, either in person or by proxy, and any director present in person at any meeting of the Board of Directors shall be conclusively deemed to have received proper notice of such meeting unless he or she shall make objection at such meeting to any defect or insufficiency of notice.

Section 2. Informal Action of Directors and Stockholders. If the required majority of the directors or stockholders severally or collectively consent in writing to any action taken or to be taken by the Corporation, and the writings evidencing their consent are

filed with the Corporation, the action shall be as valid as though it had been authorized at a meeting of the Board of Directors or Stockholders.

IN WITNESS WHEREOF, the undersigned Incorporators have executed these Articles of Incorporation this 30th day of April, 1993.

Arthur W. Allen

Arthur W. Allen
Incorporator

I hereby am familiar with and accept the duties and responsibilities as a registered agent for A. W. A. CONTRACTING CO., INC.

Arthur W. Allen

Arthur W. Allen
Registered Agent

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Arthur W. Allen, to me known to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to and before me that he executed such instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of April, 1993.

Jean-Marie Armes

Notary Public
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA
EXPIRES 12/31/94

My Commission Expires:
Commission Number: AA691209

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of A. W. A. CONTRACTING CO., INC., a Florida corporation, filed on April 14, 1993, as shown by the records of this office.

The document number of this corporation is P93000027854.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of April, 1993



CR2EO22 (2-91)

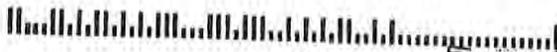
Jim Smith
Secretary of State



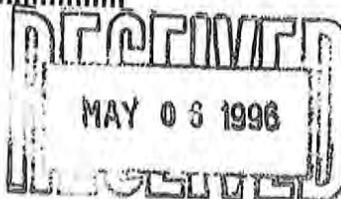
Department of the Treasury
Internal Revenue Service
ATLANTA, GA 39901

Date of this notice:
Taxpayer Identifying Number
Form:

MAY 6, 1996
59-3148142
Tax Period:



AWA CONSTRUCTION INC
% ARTHUR W ALLEN
4980 JULINGTON CREEK RD
JACKSONVILLE FL 32258-2202806



For assistance you may
call us at:

354-1760 LOCAL JA:
1-800-829-1040 OTHER J

Or you may write to us at
the address shown at the
left. If you write, be
sure to attach the bottom
part of this notice.

NOTICE OF ACCEPTANCE AS AN S-CORPORATION

YOUR ELECTION TO BE TREATED AS AN S-CORPORATION WITH AN ACCOUNTING PERIOD OF DECEMBER IS ACCEPTED. THE ELECTION IS EFFECTIVE BEGINNING JAN. 1, 1996, SUBJECT TO VERIFICATION IF WE EXAMINE YOUR RETURN.

IF YOUR EFFECTIVE DATE IS NOT AS REQUESTED, IT WILL HAVE BEEN CHANGED FOR ONE OF TWO REASONS. EITHER YOUR ELECTION WAS MADE AFTER THE 15TH DAY OF THE THIRD MONTH OF THE TAX YEAR TO WHICH IT APPLIES, BUT BEFORE THE END OF THAT TAX YEAR, OR THE ELECTION WHEN SUBMITTED WAS INCOMPLETE, AND REQUESTED INFORMATION WAS RECEIVED AFTER THE FILING PERIOD. IN EITHER CASE, YOUR ELECTION IS INVALID FOR THE TAX YEAR REQUESTED AND HAS THEREFORE, BEEN TREATED AS THOUGH IT WERE MADE FOR THE NEXT TAX YEAR.

PLEASE KEEP THIS NOTICE IN YOUR PERMANENT RECORDS AS VERIFICATION OF YOUR ACCEPTANCE AS AN S-CORPORATION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE ACTIONS WE HAVE TAKEN, PLEASE WRITE TO US AT THE ADDRESS SHOWN ABOVE. IF YOU PREFER, YOU MAY CALL US AT THE IRS TELEPHONE NUMBER LISTED IN YOUR LOCAL DIRECTORY. AN EMPLOYEE THERE MAY BE ABLE TO HELP YOU, HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.

IF YOU WRITE TO US, PLEASE PROVIDE YOUR TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL SO WE CAN CONTACT YOU TO RESOLVE YOUR INQUIRY. PLEASE RETURN THE BOTTOM PART OF THIS NOTICE TO HELP US IDENTIFY YOUR CASE.

THANK YOU FOR YOUR COOPERATION.

To make sure that IRS employees give courteous responses and correct information to taxpayers, a second IRS employee sometimes listens in on telephone calls.

Keep this part for your records

Overlay 5 Form 8489 (Rev.8-91)

Return this part to us with your check or inquiry

Your telephone number
() -

Best time to call

593148142 0H 00 0000



INTERNAL REVENUE SERVICE
ATLANTA, GA 39901

AWA CONSTRUCTION INC
% ARTHUR W ALLEN
4980 JULINGTON CREEK RD 107
JACKSONVILLE FL 32258-2202806



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 11, 2021

A.W.A. CONTRACTING CO., INC.
P.O. BOX 601009
JACKSONVILLE, FLORIDA 32260

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, MINOR BRIDGES, SIDEWALK, Curb & Gutter, Rip Rap.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALLEN, ARTHUR WESLEY

A W A CONTRACTING CO INC
4980 JULINGTON CREEK ROAD
JACKSONVILLE FL 32258-2202

LICENSE NUMBER: CUC1224767

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Arthur W. Allen

4980 Julington Creek Road Jacksonville, Florida 32258

904-545-4617 Artie@awacontractingcoinc.com

Profile

Statement: Dedicated professional offering over 32 years of leadership, operational experience, ownership in the Construction and Contracting Industry. Demonstrated ability to successfully be goal oriented, resourceful, and analytical while empowering others to achieve company goals and objectives.

Areas of

Expertise:	Project Management	Engineering	Contract Bids
	Leadership	Staff Management	Problem Solving
	Customer Service	Decision Making	Cost Estimates
	Analytical Proficiency	Equipment Operation	Building Plans
	FDOT Specifications	Government Contracts	Concrete
	Roadways, Drainage	Scheduling and timelines	Vendor Management

Experience:

Owner, A.W.A. Contracting Co., Inc. – 1987 – Current

A.W.A. Contracting was established in November of 1987 – Scope of work: Concrete Contracting to include small bridges, drainage, curbs, FDOT concrete inlets, roadway repair, guardrail work, end walls and sidewalks. For a brief time from 9/89 to 10/92 we joined with Barco Engineering to form a small company called ARCO Concrete Inc. to provide more working capital for A.W.A. The Arco Company then dissolved in 10/92 and A.W.A Contracting Co., Inc. continued their work in 10/92 with 4 employees and \$300,000 worth of work to become what it is today a well-grounded concrete construction company in the city of Jacksonville, Florida.

- 2020 gross work complete \$4,480,931.05 St. Johns County Sidewalk Contract, Palm Coast Contract, City of Jacksonville Beach Contract
- 2019 gross work Complete: \$4,417,368.77 St. Johns Countywide Sidewalk Contract Renewed
- 2018 gross work complete: \$4,086,900.00 St. Johns Countywide Sidewalk and Drainage Contract renewed for another five years.
- 2018 gross work complete: 1,098,357.00 Putnam County Drainage Contract
- 2017 gross work complete: \$2,900,000.00
- 2016 gross work complete: \$3,231,838.65
- 2015 gross work complete: \$1,680,326.89, with another 2,100,000.00 in contracts awarded this month.
- 2014 gross work complete: \$2,239,546.62
- 2013 gross work complete: \$1,854,508.87; St. Johns Countywide Sidewalk and Drainage Contract renewed for another five years.
- 2012 gross work complete: \$1,348,648.20
- 2011 gross work complete: \$1,504,700.25
- 2010 gross work complete: \$1,355,520.03
- 2009 gross work complete: \$1,280,390.00

EDUCATION:

- Continuing Education for licenses, equipment operation & Maintenance of Traffic
- Underground Utility Contractor License Current & Expires 08/2022
- High School Diploma - 1984

Taylor Johnson

117 Riverview Ranch Road, St. Augustine, FL 32092

904-955-1047 Taylor@awacontractingcoinc.com

Profile

Statement: Dedicated professional offering over 9 years of operational experience in the Underground Construction and Contracting Industry. Demonstrated ability to successfully be goal oriented, resourceful, and analytical while empowering others to achieve company goals and objectives.

Areas of

Expertise:

Project Management	Engineering	Building Plans
Leadership	Problem Solving	Concrete
Customer Service	Decision Making	
Analytical Proficiency	Equipment Operation	
FDOT Specifications	Vendor Liaison	
Roadways, Drainage	Scheduling and timelines	

Experience:

Assistant Superintendent, A.W.A. Contracting Co., Inc. – 2011 – Current

Scope of work: Concrete Contracting to include small bridges, drainage, curbs, FDOT concrete inlets, roadway repair, guardrail work, end walls and sidewalks. Taylor started working at AWA right out of high school and has moved up the ladder successfully. He now runs a crew of six plus concrete form carpenters and finishers. Taylor is a huge part of the work that is accomplished to make AWA what it is today a well-grounded concrete construction company in the city of Jacksonville, Florida.

- 2020 gross work complete \$4,480,931.05 St. Johns County Sidewalk Contract, Palm Coast Contract, City of Jacksonville Beach Contract
- 2019 gross work Complete: \$4,417,368.77 St. Johns Countywide Sidewalk Contract Renewed
- 2018 gross work complete: \$4,086,900.00 St. Johns Countywide Sidewalk and Drainage Contract renewed for another five years.
- 2018 gross work complete: 1,098,357.00 Putnam County Drainage Contract
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- 2014 gross work complete: \$2,239,546.62
- 2013 gross work complete: \$1,854,508.87; St. Johns Countywide Sidewalk and Drainage Contract renewed for another five years.
- 2012 gross work complete: \$1,348,648.20
- 2011 gross work complete: \$1,504,700.25

EDUCATION:

- Continuing Education for licenses, equipment operation & Maintenance of Traffic
- OSHA Construction Site Certified
- High School Diploma - 2010



CONTRACTING CO., INC.
 PO Box 601009 Jacksonville, FL 32260
 904-262-4157 904 880-4175

June 16, 2021

Some of AWA's recent projects:

Date of Contract	Client's Name, Address, Phone, Email	Contract Amount	Description
6/30/2020	City of Palm Coast, 160 Lake Avenue Palm Coast, FL 32164 Tel: 386-986-4776 Andrea Mudryk AMudryk@palmcoastgov.com	\$398,173.32	This job consisted of, pour in place Weir Walls with triple barrels, backfill, erosion control, dewatering, grading, asphalt and laying of sod
6/22/2020	JEA, PO Box 4910 Jacksonville, FL 32201-4019 Tel: 904-437-7197 David McDermet mcdeds2@jea.com	\$398,173.32	This job consisted of, watermain repair, pipe laying, concrete driveway, utility sewer tie ins, backfill, erosion control, dewatering, grading, and laying of sod.
10/3/2019	City of Jacksonville Beach, 1460-A Shetter Ave.-2nd Floor Jacksonville Beach, Fl. 32250 Tel: 904-509-0268 Dennis Dupries ddupries@jaxbchfl.net	\$1,343,847.00	This job consisted of, pour in place Dbl. Barrel Box Culvert, backfill, erosion control, dewatering, grading, and laying of sod.

If you have any questions, please feel free to contact me, or call our office 904-262-4157,
wendy@awacontractingcoinc.com

Wendy M. Wendler

Wendy M. Wendler
 A.W.A. Contracting Co., Inc.



CONTRACTING CO., INC.
PO Box 601009 Jacksonville, FL 32260
904-262-4157 904 880-4175

June 16, 2021

Some of AWA's recent projects: 2016 to Present

1. St. Johns County Engineering – 01/2019-Current, Various jobs with ongoing county contract. These jobs consist of Pipe laying, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. EST. Amount: 1,331,483.00, St. Johns County Engineering – Dan Sikes – 904-209-0182
2. City of Palm Coast- K-6 Weir and Continuing Contract Drainage Repair– 10/19- current - This job consisted of, pour in place Weir Walls with triple barrels, backfill, erosion control, dewatering, grading, asphalt and laying of sod. Amount: \$398,173.32
Contact: Andrea Mudryk 386-986-4776
3. JEA San Diego Road Watermain – 04/20- - This job consisted of, watermain repair, pipe laying, concrete driveway, utility sewer tie ins, backfill, erosion control, dewatering, grading, and laying of sod. Amount: \$357,061.00
Contact: David McDermet 904-437-7197
4. City of Jacksonville Beach- JTB/Marsh Landing Box Culvert Project – 10/19- current - This job consisted of, pour in place Dbl. Barrel Box Culvert, backfill, erosion control, dewatering, grading, and laying of sod. Amount: \$1,343,847.00 Contact: Dennis Dupries 904-247-6268
5. Dr. Horton- Alta Lakes Project – 08/19- 01/20 - This job consisted of, Sidewalk backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$93,694.10
Contact: Shane Ricci 904-899-5968
6. City of St. Augustine Beach- Mickler's Blvd. Project – 05/19- 08/19 - This job consisted of, 1312 LF of Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$451,501.00 Contact: Ken Gatchell 904-471-1119
7. St. Johns County Engineering – 01/2019-Current, Various jobs with ongoing county contract. These jobs consist of Pipe laying, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. EST. Amount: 1,373,661.00, St. Johns County Engineering – Dan Sikes – 904-209-0182
8. Putnam County Public Works – CR207 Watermain – 02/19-08/19- This job consisted of demolition, Thousands of LF of HDPE pipe installed in open cut, to tie a Fire Station into the Palatka Watermain. Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$898,181.98 Contact: Press Tompkins 904-392-6999
9. City of Palm Coast – 08/2018-01/2019 This job consisted of Sidewalk, Pipe laying, working with city to strap watermain on project, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$446,129.00, City of Palm Coast, Mike Brennan, Stormwater Manager, Tel: 386-986-4721
10. FDOT – US1N Sidewalk project – 01/18-08/18 This job consisted of three miles of Sidewalk, Pipe laying, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$928,313.24, A& E Engineering, FDOT- Cory Nichols (904) 614-4800

11. City of St. Augustine- South Dixie Hwy Box Culvert Project – 01/18- 06/18 - This job consisted of demolition, pouring of Box Culvert with wing walls, diversion structure, Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$712,745.03 Contact: James Wheeler 904-209-4726
12. Putnam County Public Works – West Palmetto – 10/17-05/18- This job consisted of demolition, pouring of Box Culvert with wing walls, diversion structure, Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$513,254.77 Contact: Press Tompkins 904-392-6999
13. Putnam County Public Works – Front Street – 01/17-02/17- This job consisted of demolition, pouring of Box Culvert with wing walls, diversion structure, Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$307,302.60 Contact: Press Tompkins 904-392-6999
14. City of Jacksonville Beach 4/16-3/17, South Beach Parkway Road Improvements, consisting of Turn Lanes, Mast Arm signalization, Sidewalk, asphalt, striping, dewatering and drainage. Amount: \$858,885.00 Contact: Dennis Dupris City of Jacksonville Beach, 904-509-0268
15. FDOT – Bradford County E2U12 – 04/16-09/16 – SR230 Drainage improvements, replacing 7 existing side pipes and lining of existing steel culvert. Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$160,425.00 Tommy Hines Phone: (352) 381-4344

If you have any questions, please feel free to contact me, or call our office 904-262-4157, Wendy Wendler wendy@awacontractingcoinc.com

Wendy M. Wendler

Wendy M. Wendler
A.W.A. Contracting Co., Inc.

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Arthur W. Allen ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of A. W. A. Contracting Co., Inc. (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not collusive or a sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Neptune Beach or any person interested in the proposed Contract.

By: [Signature]

Title: President

Subscribed and sworn before me this 17 day of June, 2021, by

Arthur W. Allen, who is personally known to me or has produced _____ as identification.

My Commission expires: 05-07-2023

(Affix Seal) WENDY M. WENDLER
Notary Public, State of Florida
My Comm. Expires 05/07/2023
Commission No. GG306058

Wendy M. Wendler
Notary Public

Wendy M. Wendler
Print Name

00420-1

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS
April 2021

2. Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix "A" – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. sec. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to Civil Penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31 U.S.C. sec. 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, A.W.A. Contracting Co., Inc. certified or affirms the truthfulness and accuracy of each statement of its certifications and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Arthur W. Allen, President

Date: 17 June 2021

00420-2

3. Anti-Kickback Affidavit

State of Florida

County of Duval

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Neptune Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Arthur W. Allen*

Title: President

Subscribed and sworn before me this 17 day of June, 2021, by

Arthur W. Allen, who is personally known to me or has produced

— as identification. *Wendy M. Wendler*

My Commission expires: 05-07-2023

Notary Public

Wendy M. Wendler
Print Name

(Affix Seal)

WENDY M. WENDLER
Notary Public, State of Florida
My Comm. Expires 05/07/2023
Commission No. GG306058

SPACE INTENTIONALLY LET BLANK

4. Sworn Statement on Public Entity Crimes
Section 287.133 (3) (a), Florida Statutes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Neptune Beach

by: Arthur W. Allen, President

(Print Name and Title)

for: A.W.A. Contracting CO., Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business address is:

PO Box 601009
Jacksonville, FL 32260

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement.

I, the undersigned, understand that a, "public entity crime" as defined in Paragraph 287.133(1)(9)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Further, I, the undersigned, understand that, "convicted," or, "conviction," as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any Federal or State Trial Court of record relating to charges brought by indictment or information after July 1, 29189, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I, the undersigned, understand that an, "affiliate," as defined in Paragraph 287.133(1)(a), Florida Statutes means:

- a. A predecessor or a successor of a person convicted of a public entity crime; or

00420-4

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I, the undersigned, understand that a, "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term, "person," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. **[Indicate which statement applies by initialing.]**

MMO Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. HOWEVER, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

00420-5

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: *[Signature]*

Title: President

Subscribed and sworn before me this 17 day of June, 2021, by

Arthur W. Allen, who is personally known to me or has produced

— as identification. *[Signature]*

My Commission expires: 05-07-2023

(Affix Seal)

WENDY M. WENDLER
Notary Public, State of Florida
My Comm. Expires 05/07/2023
Commission No. GG306058

Notary Public
Wendy M. Wendler
Print Name

SPACE INTENTIONALLY LEFT BLANK

5. Drug-Free Workplace Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

A. W. A. Contracting Co, Inc. does:
(Name of Business)

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled-substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bud a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance and rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

17 June 21

Date

END OF SECTION

SECTION 00425

W-9 Form

(See next page for W-9 Form)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A.W.A. Contracting Co., Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 601009	Requester's name and address (optional)
6 City, state, and ZIP code Jacksonville, Florida 32260	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
5	9		-	3	1	4	8	1	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Arthur W Allen**

Digitally signed by Arthur W Allen
Date: 2021.06.17 08:37:10 -04'00'

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF,SY)	Unit Cost	Extended Cost
BASE BID ITEMS:				
A. <u>Sheeting</u>	<u>10</u>	<u>EA</u>	<u>1,000.00</u>	<u>10,000</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
ALTERNATE NO. 1 ITEMS:				
_____	_____	_____	_____	_____
			TOTAL \$	<u>10,000.00</u>

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: A. W. A. Contracting Co. Inc.

DATE: 17 June 21

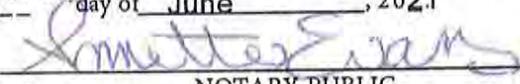
BY: [Signature]

STATE OF Florida

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority Benjamin Powell who after first being
sworn by me, affixed his/her (name of individual signing)
signature in the space provided above on this 17th day of June, 2021

My commission expires: 4/29/2022



NOTARY PUBLIC

END OF SECTION

**MACHINERY INSURANCE, INC.
AN ASSESSABLE MUTUAL INSURER**

GENERAL POWER OF ATTORNEY

Know by these Presents, that Machinery Insurance, Inc., An Assessable Mutual Insurer, organized pursuant to Chapter 627.6011 et.seq., Florida Statutes (1991) and filed with the Florida Department of Insurance, does hereby appoint

Benjamin K. Powell

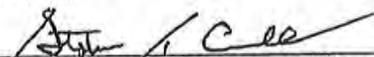
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, and shall apply to surety bonds or undertakings and other documents of similar character not to exceed:

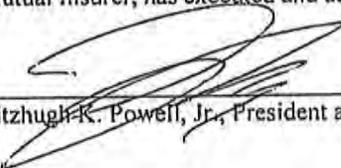
Five hundred thousand dollars (\$500,000.00)

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following extract of the Minutes of a special meeting of the Board of Directors of the Company at a meeting duly called and held on October 13, 1992.

"Upon a motion duly made and carried, the following action was taken: Resolved, the Chairman, President or Secretary shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute, on behalf of the company, fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however, the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, Machinery Insurance, Inc., An Assessable Mutual Insurer, has executed and attested these presents this 3rd day of August 2020,


Stephen T. Cumella, Chairman and Secretary

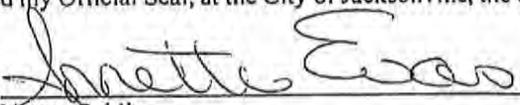

Fitzhugh K. Powell, Jr., President and Treasurer

**STATE OF FLORIDA
CITY OF JACKSONVILLE**

On this 3rd day of August 2020, before the subscriber, a Notary Public of the State of Florida, duly commissioned and qualified, came the above named Officers of Machinery Insurance, Inc., An Assessable Mutual Insurer to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Jacksonville, the day and year first above written.

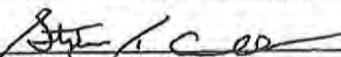
ANNETTE EVANS
Notary Public, State of Florida
My Comm. Expires 04/29/2022
Commission No. GG182968


Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida Corporation, do hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this 17th day of June, 2021


Stephen T. Cumella, Chairman



AWA
CONTRACTING CO., INC.

PO Box 601009 Jacksonville, FL 32260
PH: 904-262-4157 FAX: 904 880-4175

Contact Info:

Artie Allen: Owner – 904-545-4617,
artie@awacontractingcoinc.com

Wendy Wendler – Manager
o:904-262-4157, c:505-514-5797
wendy@awacontractingcoinc.com

Stephanie Chappell – AP/AR Manager
o:904-262-4157, c:904-626-9897
Stephanie@awacontractingcoinc.com



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALLEN, ARTHUR WESLEY

A W A CONTRACTING CO INC
4980 JULINGTON CREEK ROAD
JACKSONVILLE FL 32258-2202

LICENSE NUMBER: CUC1224767

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 11, 2021

A.W.A. CONTRACTING CO., INC.
P.O. BOX 601009
JACKSONVILLE, FLORIDA 32260

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, MINOR BRIDGES, SIDEWALK, Curb & Gutter, Rip Rap.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg

Improve Safety. Enhance Mobility. Inspire Innovation
www.fdot.gov

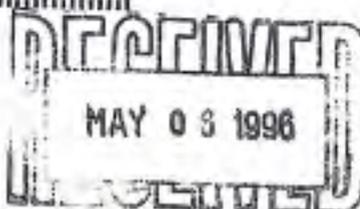


Department of the Treasury
Internal Revenue Service
ATLANTA, GA 39901

Date of this notice: MAY 6, 1996
Taxpayer Identifying Number Form: 59-3148142
Tax Period:



AWA CONSTRUCTION INC
% ARTHUR W ALLEN
4980 JULINGTON CREEK RD
JACKSONVILLE FL 32258-2202806



For assistance you may call us at:

354-1760 LOCAL JA
1-800-829-1040 OTHER

Or you may write to us at the address shown at the left. If you write, be sure to attach the bottom part of this notice.

NOTICE OF ACCEPTANCE AS AN S-CORPORATION

YOUR ELECTION TO BE TREATED AS AN S-CORPORATION WITH AN ACCOUNTING PERIOD OF DECEMBER IS ACCEPTED. THE ELECTION IS EFFECTIVE BEGINNING JAN. 1, 1996, SUBJECT TO VERIFICATION IF WE EXAMINE YOUR RETURN.

IF YOUR EFFECTIVE DATE IS NOT AS REQUESTED, IT WILL HAVE BEEN CHANGED FOR ONE OF TWO REASONS. EITHER YOUR ELECTION WAS MADE AFTER THE 15TH DAY OF THE THIRD MONTH OF THE TAX YEAR TO WHICH IT APPLIES, BUT BEFORE THE END OF THAT TAX YEAR, OR THE ELECTION WHEN SUBMITTED WAS INCOMPLETE, AND REQUESTED INFORMATION WAS RECEIVED AFTER THE FILING PERIOD. IN EITHER CASE, YOUR ELECTION IS INVALID FOR THE TAX YEAR REQUESTED AND HAS THEREFORE, BEEN TREATED AS THOUGH IT WERE MADE FOR THE NEXT TAX YEAR.

PLEASE KEEP THIS NOTICE IN YOUR PERMANENT RECORDS AS VERIFICATION OF YOUR ACCEPTANCE AS AN S-CORPORATION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE ACTIONS WE HAVE TAKEN, PLEASE WRITE TO US AT THE ADDRESS SHOWN ABOVE. IF YOU PREFER, YOU MAY CALL US AT THE IRS TELEPHONE NUMBER LISTED IN YOUR LOCAL DIRECTORY. AN EMPLOYEE THERE MAY BE ABLE TO HELP YOU, HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.

IF YOU WRITE TO US, PLEASE PROVIDE YOUR TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL SO WE CAN CONTACT YOU TO RESOLVE YOUR INQUIRY. PLEASE RETURN THE BOTTOM PART OF THIS NOTICE TO HELP US IDENTIFY YOUR CASE.

THANK YOU FOR YOUR COOPERATION.

To make sure that IRS employees give courteous responses and correct information to taxpayers, a second IRS employee sometimes listens in on telephone calls.

Keep this part for your records

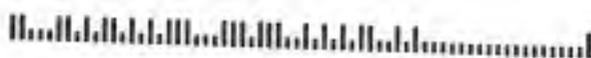
Overlay 5 Form 8489 (Rev.8-91)

Return this part to us with your check or inquiry

Your telephone number
() -

Best time to call

593148142 0H 00 0000



INTERNAL REVENUE SERVICE
ATLANTA, GA 39901

AWA CONSTRUCTION INC
% ARTHUR W ALLEN
4980 JULINGTON CREEK RD
JACKSONVILLE FL 32258-2202806

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of A. W. A. CONTRACTING CO., INC., a Florida corporation, filed on April 14, 1993, as shown by the records of this office.

The document number of this corporation is P93000027854.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of April, 1993



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

FILED
1993 APR 14 AM 8:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

of

A. W. A. CONTRACTING CO., INC.

ARTICLE I. NAME. The name of this corporation is A. W. A. Contracting Co., Inc.

ARTICLE II. PRINCIPAL OFFICE AND REGISTERED AGENT. The principal office of the Corporation in the State of Florida is 4980 Julington Creek Road, Jacksonville, in Duval County, postal zip code 32258. The registered agent at this address is Arthur W. Allen.

ARTICLE III. DURATION. The Corporation shall have perpetual existence.

ARTICLE IV. PURPOSES. The purposes for which this Corporation is organized are:

- (a) To engage in any lawful purpose, act or activity for which a corporation may be organized under the laws of the State of Florida;
- (b) To carry on such other business as may be necessary, convenient or desirable to accomplish the above purposes, and to do all other things incidental thereto which are not forbidden by law or these Articles of Incorporation.

ARTICLE V. POWERS. The Corporation may exercise any powers, without limitation whatsoever, which a corporation may legally exercise under the Florida Business Corporation Act under which this Corporation is formed. In addition, the Corporation shall have the following specific powers:

- (a) To elect or appoint officers and agents of the Corporation and to fix their compensation;
- (b) To act as an agent for any individual, association, partnership, corporation or other legal entity;

c) To receive, acquire, hold, and exercise rights arising out of the ownership or possession thereof, sell, or otherwise dispose of, shares or other interests in, or obligations of, individuals, associations, partnerships, corporations, or governments;

(d) To receive, acquire, hold, pledge, transfer, or otherwise dispose of shares of the Corporation, but such shares may only be purchased, directly or indirectly, out of earned surplus.

(e) To make gifts or contributions for the public welfare or for charitable, scientific or educational purposes, and in time or war, to make donations in aid of war activities.

ARTICLE VI. CAPITAL STOCK.

Section 1. Authorized shares. The total number of shares which this Corporation is authorized to have outstanding at any one time is TWO HUNDRED (200) SHARES, all of one class, of ONE Dollar (\$1.00) par value.

Section 2. Dividends. Dividends are payable on the stock, when and as declared, out of the unreserved earned surplus. Dividends on the stock may be in the form of cash, property, or shares of the stock.

Section 3. Liquidation. Authority is hereby granted for one or more stockholders, representing at least 51 percent of the outstanding shares of the Corporation, to dissolve the corporation at will or upon the occurrence of specific events if identified in the By-Laws. The stockholder or stockholders exercising this authority must give written notice of the intent to dissolve to all the other stockholders. Thirty-one days after the effective date of the notice, the Corporation will begin to wind up and liquidate its business and affairs and file articles of dissolution.

Section 4. Voting rights of stockholders. Each holder of stock shall be entitled to one vote for each share of stock standing in his or her name on the books of the Corporation. At each election of directors, each holder of stock shall have as many votes as the number of shares of stock owned by him or her for each of the directors to be elected. Cumulative voting will not be allowed.

Section 5. Consideration for shares. The stock shall be issued for such consideration, but not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the judgment of the Directors as to the value of any property or services received in full or partial payment for shares shall be conclusive. When shares are issued upon payment of

the consideration fixed by the Board of Directors, such shares shall be taken to be fully paid stock and shall be non-assessable.

Section 6. Pre-emptive rights. Except as may otherwise be provided by the Board of Directors, no holder of any shares of the stock of the Corporation shall have any pre-emptive right to purchase, subscribe for, or otherwise acquire any shares of stock of the Corporation or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

Section 7. Stock rights and options. The Corporation shall have the power to create and issue rights, warrants, or options entitling the holders thereof to purchase from the Corporation any shares of its capital stock, upon such terms and conditions and at such times and prices as the Board of Directors may provide, which terms and conditions shall be incorporated in an instrument or instruments evidencing such rights or options and the sufficiency thereof shall be conclusive.

ARTICLE VII. COMMENCEMENT OF BUSINESS. The minimum amount of capital with which the Corporation will commence business is ONE HUNDRED Dollars (\$100.00).

ARTICLE VIII. MANAGEMENT. For the management of the business, and for the conduct of the affairs of the Corporation, and for the further definition, limitation, and regulation of the powers of the Corporation and its directors and stockholders, it is further provided:

Section 1. Size of board. The number of directors shall be as specified in the By-Laws of the Corporation, and such number may from time to time be increased or decreased in such manner as prescribed by the By-Laws. Directors need not be stockholders.

Section 2. Powers of the board. In furtherance and not in limitation of the powers conferred by the laws of the State of Florida, the Board of Directors is expressly authorized and empowered:

(a) To make, alter, amend, and repeal the By-Laws, subject to the power of the Stockholders to alter or repeal the By-Laws made by the Board of Directors;

(b) Subject to the applicable provisions of the By-Laws then in effect, to determine, from time to time, whether and to what

extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Corporation, or any of them, shall be open to stockholder inspection. No stockholder shall have any right to inspect any of the accounts, books or documents of the Corporation, except as permitted by law, unless and until the stockholder makes a demand to inspect, giving at least five (5) days written notice to the Board.

(c) To authorize and issue, without stockholder consent, obligations of the Corporation, secured and unsecured, under such terms and conditions as the Board, in its sole discretion, may determine, and to pledge or mortgage, as security therefor, any real or personal property of the Corporation, including after-acquired property.

(d) To determine whether any and, if so, what part, of the earned surplus of the Corporation shall be paid in dividends to the stockholders, and to direct and determine other use and disposition of any such earned surplus;

(e) To fix, from time to time, the amount of the profits of the Corporation to be reserved as working capital or for any other lawful purposes;

(f) To establish bonus, profit-sharing, stock option, or other types of incentive compensation plans for the employees, including officers and directors, of the Corporation, and to fix the amount of profits to be shared or distributed, and to determine the persons to participate in any such plans, and the amount of their respective participation.

(g) To designate, by resolution or resolutions passed by a majority of the whole Board, one or more committees, each consisting of one or more directors, which, to the extent permitted by law and authorized by the resolution or the By-Laws, shall have and may exercise the powers of the Board.

(h) To provide for the reasonable compensation of its own members by By-Law, and to fix the terms and conditions upon which such compensation will be paid.

(i) In addition to the powers and authority hereinbefore, or by statute, expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Florida, of these Articles of Incorporation, and of the By-laws of the Corporation.

(j) Meetings. Members of the Board of Directors may participate

in any annual, special or regular meetings of the Board of Directors by means of conference telephone or similar communications equipment. Participation by such means shall constitute presence in person at a meeting.

Section 3. Elimination of board. The stockholders may, by majority vote, agree to operate without a Board of Directors. The management of the business and the affairs of the Corporation, in whole or in part, may be by or under the direction of the stockholders of the Corporation or by or under the direction of a third party or parties selected by the stockholders.

Section 4. Interested Directors. No contract or transaction between this Corporation and any of its directors, or between this Corporation and any other corporation, firm, association, or other legal entity shall be invalidated by reason of the fact that the director of the Corporation had a direct or indirect interest, pecuniary or otherwise, in such corporation, firm, association, or legal entity, or because the interested director was present at the meeting of the Board of Directors which acted upon or in reference to such contract or transaction, or because he or she participated in such action, provided that the interest of each such director shall have been disclosed to or known by the Board and a disinterested majority of the Board shall have nonetheless ratified and approved such contract or transaction. Such interested director or directors may be counted in determining whether a quorum is present for the meeting at which such ratification or approval is given. If the vote of such interested director or directors is, or was, necessary for the approval of such contract or transaction, then such contract or transaction shall, with disclosure of the director's or directors' interest, be submitted for the approval or ratification of the stockholders.

ARTICLE IX. INITIAL DIRECTORS. The name and post office address of the member of the first Board of Directors of this Corporation is:

1. Arthur W. Allen
4980 Julington Creek Road
Jacksonville, FL 32258

ARTICLE X. INCORPORATORS. The names and post office addresses of the incorporators of these Articles of Incorporation are:

1. Arthur W. Allen
4980 Julington Creek Road
Jacksonville, FL 32258

ARTICLE XI. PLACE OF MEETING; CORPORATE BOOKS. Subject to the laws of the State of Florida, the stockholders and the Directors shall have the power to hold their meetings and the Directors shall have power to have an office or offices and to maintain the books of the Corporation outside the State of Florida, at such place or places as may from time to time be designated in the By-Laws or by appropriate resolution.

ARTICLE XII. AMENDMENT OF ARTICLES. The provisions of these Articles of Incorporation may be amended, altered or repealed from time to time to the extent and in the manner prescribed by the laws of the State of Florida, and additional provisions authorized by such laws as are then in force may be added. All rights herein conferred on the directors, officers and stockholders are granted subject to this reservation.

ARTICLE XIII. INDEMNIFICATION. This Corporation is empowered to indemnify any officer, director or employee, or any former officer, director or employee, in the manner set out and provided for in the By-Laws of this Corporation or as otherwise provided under the laws of the State of Florida.

ARTICLE XIV. RESTRICTION ON TRANSFER OF STOCK. The stockholders may, by majority vote recorded in the minute book of this Corporation, impose such restrictions on the sale, transfer or encumbrance of the stock in this Corporation owned by all the stockholders, as they may see fit. The By-Laws of this Corporation may impose any restrictions on the sale, transfer or encumbrance of the stock of this Corporation as may be lawful under the statutes and laws of the State of Florida at the time such By-Law is adopted or amended.

ARTICLE XV. MISCELLANEOUS.

Section 1. Notice of Meetings. Any stockholder present at any meeting, either in person or by proxy, and any director present in person at any meeting of the Board of Directors shall be conclusively deemed to have received proper notice of such meeting unless he or she shall make objection at such meeting to any defect or insufficiency of notice.

Section 2. Informal Action of Directors and Stockholders. If the required majority of the directors or stockholders severally or collectively consent in writing to any action taken or to be taken by the Corporation, and the writings evidencing their consent are

filed with the Corporation, the action shall be as valid as though it had been authorized at a meeting of the Board of Directors or Stockholders.

IN WITNESS WHEREOF, the undersigned Incorporators have executed these Articles of Incorporation this 30th day of April, 1993.

Arthur W. Allen
Arthur W. Allen
Incorporator

I hereby am familiar with and accept the duties and responsibilities as a registered agent for A. W. A. CONTRACTING CO., INC.

Arthur W. Allen
Arthur W. Allen
Registered Agent

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Arthur W. Allen, to me known to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to and before me that he executed such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 6th day of April, 1993.

Jean-Marie Arma
Notary Public
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: 04/30/1993

My Commission Expires:
Commission Number: AA691209



CONTRACTING CO., INC.

PO Box 601009 Jacksonville, FL 32260
904-262-4157 904 880-4175

June 21, 2021

Some of AWA's recent projects:

Date of Contract & Completion Date	Client's Name, Address, Phone, Email	Contract Amount	Description
07/6/2020 Complete: 04/28/21	City of Palm Coast, 160 Lake Avenue Palm Coast, FL 32164 Tel: 386-986-4776 Andrea Mudryk AMudryk@palmcoastgov.com	\$398,173.32	This job consisted of, pour in place Weir Walls with triple barrels, backfill, erosion control, dewatering, grading, asphalt and laying of sod
6/22/2020 Complete: 04/07/2021	JEA, PO Box 4910 Jacksonville, FL 32201-4019 Tel: 904-437-7197 David McDermet mcdeds2@jea.com	\$385,383.288	This job consisted of, watermain repair, pipe laying, concrete driveway, utility sewer tie ins, backfill, erosion control, dewatering, grading, and laying of sod.
02/02/2020 Complete: 11/20/2020	St Johns County BOCC 500 San Sebastian View St. Augustine, FL 32084 Tel: 904-209-0142 Donnie Tackett dtackett@sjcfl.us	\$483,769.46	This job was started prior to the JEA job above and was halted to finish the JEA portion prior to final on SJC portion of job.consisted of, watermain repair, pipe laying, concrete driveway, utility sewer tie ins, backfill, erosion control, dewatering, grading, and laying of sod.
10/3/2019 Complete: 01/21/2021	City of Jacksonville Beach, 1460-A Shetter Ave.-2nd Floor Jacksonville Beach, Fl. 32250 Tel: 904-509-0268 Dennis Dupries ddupries@jaxbchfl.net	\$1,343,847.00	This job consisted of, pour in place Dbl. Barrel Box Culvert, backfill, erosion control, dewatering, grading, and laying of sod.

If you have any questions, please feel free to contact me, or call our office 904-262-4157,
wendy@awacontractingcoinc.com

Wendy M. Wendler

Wendy M. Wendler
A.W.A. Contracting Co., Inc.



CONTRACTING CO., INC.
PO Box 601009 Jacksonville, FL 32260
904-262-4157 904 880-4175

June 21, 2021

Some of AWA's recent projects: 2016 to Present

1. St. Johns County Engineering – 01/2019-Current, Various jobs with ongoing county contract. These jobs consist of Pipe laying, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. EST. Amount: 1,331,483.00, St. Johns County Engineering – Dan Sikes – 904-209-0182
2. City of Palm Coast- K-6 Weir and Continuing Contract Drainage Repair– 07/20 -04/21 This job consisted of, pour in place Weir Walls with triple barrels, backfill, erosion control, dewatering, grading, asphalt and laying of sod. Amount: \$398,173.32
Contact: Andrea Mudryk 386-986-4776
3. JEA San Diego Road Watermain – 06/20-04/21 - This job consisted of, watermain repair, pipe laying, concrete driveway, utility sewer tie ins, backfill, erosion control, dewatering, grading, and laying of sod. Amount: \$385,383.28
Contact: David McDermet 904-437-7197
4. City of Jacksonville Beach- JTB/Marsh Landing Box Culvert Project – 10/19- 01/21 - This job consisted of, pour in place Dbl. Barrel Box Culvert, backfill, erosion control, dewatering, grading, and laying of sod. Amount: \$1,343,847.00 Contact: Dennis Dupries 904-247-6268
5. Dr. Horton- Alta Lakes Project – 08/19- 01/20 - This job consisted of, Sidewalk backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$93,694.10
Contact: Shane Ricci 904-899-5968
6. City of St. Augustine Beach- Mickler's Blvd. Project – 05/19- 08/19 - This job consisted of, 1312 LF of Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$451,501.00 Contact: Ken Gatchell 904-471-1119
7. St. Johns County Engineering – 01/2019-Current, Various jobs with ongoing county contract. These jobs consist of Pipe laying, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. EST. Amount: 1,373,661.00, St. Johns County Engineering – Dan Sikes – 904-209-0182
8. Putnam County Public Works – CR207 Watermain – 02/19-08/19- This job consisted of demolition, Thousands of LF of HDPE pipe installed in open cut, to tie a Fire Station into the Palatka Watermain. Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$898,181.98 Contact: Press Tompkins 904-392-6999
9. City of Palm Coast – 08/2018-01/2019 This job consisted of Sidewalk, Pipe laying, working with city to strap watermain on project, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$446,129.00, City of Palm Coast, Mike Brennan, Stormwater Manager, Tel: 386-986-4721
10. FDOT – US1N Sidewalk project – 01/18-08/18 This job consisted of three miles of Sidewalk, Pipe laying, Backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$928,313.24, A& E Engineering, FDOT- Cory Nichols (904) 614-4800

11. City of St. Augustine- South Dixie Hwy Box Culvert Project – 01/18- 06/18 - This job consisted of demolition, pouring of Box Culvert with wing walls, diversion structure, Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$712,745.03 Contact: James Wheeler 904-209-4726
12. Putnam County Public Works – West Palmetto – 10/17-05/18- This job consisted of demolition, pouring of Box Culvert with wing walls, diversion structure, Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$513,254.77 Contact: Press Tompkins 904-392-6999
13. Putnam County Public Works – Front Street – 01/17-02/17- This job consisted of demolition, pouring of Box Culvert with wing walls, diversion structure, Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT, asphalt over lay and Striping. Amount: \$307,302.60 Contact: Press Tompkins 904-392-6999
14. City of Jacksonville Beach 4/16-3/17, South Beach Parkway Road Improvements, consisting of Turn Lanes, Mast Arm signalization, Sidewalk, asphalt, striping, dewatering and drainage. Amount: \$858,885.00 Contact: Dennis Dupris City of Jacksonville Beach, 904-509-0268
15. FDOT – Bradford County E2U12 – 04/16-09/16 – SR230 Drainage improvements, replacing 7 existing side pipes and lining of existing steel culvert. Pipe laying, backfill, erosion control, dewatering, grading, and laying of sod, MOT. Amount: \$160,425.00 Tommy Hines Phone: (352) 381-4344

If you have any questions, please feel free to contact me, or call our office 904-262-4157,
Wendy Wendler wendy@awacontractingcoinc.com

Wendy M. Wendler

Wendy M. Wendler
A.W.A. Contracting Co., Inc.

Arthur W. Allen

4980 Julington Creek Road Jacksonville, Florida 32258
904-545-4617 Artie@awacontractingcoinc.com

Profile

Statement: Dedicated professional offering over 32 years of leadership, operational experience, ownership in the Construction and Contracting Industry. Demonstrated ability to successfully be goal oriented, resourceful, and analytical while empowering others to achieve company goals and objectives.

Areas of

Expertise:

Project Management	Engineering	Contract Bids
Leadership	Staff Management	Problem Solving
Customer Service	Decision Making	Cost Estimates
Analytical Proficiency	Equipment Operation	Building Plans
FDOT Specifications	Government Contracts	Concrete
Roadways, Drainage	Scheduling and timelines	Vendor Management

Experience:

Owner, A.W.A. Contracting Co., Inc. – 1987 – Current.

A.W.A. Contracting was established in November of 1987 – Scope of work: Concrete Contracting to include small bridges, drainage, curbs, FDOT concrete inlets, roadway repair, guardrail work, end walls, sidewalks, water and sewer, box culverts and paving. For a brief time from 9/89 to 10/92 we joined with Barco Engineering to form a small company called ARCO Concrete Inc. to provide more working capital for A.W.A. The Arco Company then dissolved in 10/92 and A.W.A Contracting Co., Inc. continued their work in 10/92 with 4 employees and \$300,000 worth of work to become what it is today a well-grounded concrete construction company in Northeast Florida. AWA is a Company that holds the value of hard work, quality, and safety first.

- 2020 gross work complete \$4,480,931.05 St. Johns County Sidewalk Contract, Palm Coast Contract, City of Jacksonville Beach Contract
- 2019 gross work Complete: \$4,417,368.77 St. Johns Countywide Sidewalk Contract Renewed
- 2018 gross work complete: \$4,086,900.00 St. Johns Countywide Sidewalk and Drainage Contract renewed for another five years.
- 2018 gross work complete: 1,098,357.00 Putnam County Drainage Contract
- 2017 gross work complete: \$2,900,000.00
- 2016 gross work complete: \$3,231,838.65
- 2015 gross work complete: \$1,680,326.89, with another 2,100,000.00 in contracts awarded this month.
- 2014 gross work complete: \$2,239,546.62
- 2013 gross work complete: \$1,854,508.87; St. Johns Countywide Sidewalk and Drainage Contract renewed for another five years.
- 2012 gross work complete: \$1,348,648.20

EDUCATION:

- Continuing Education for licenses, equipment operation & Maintenance of Traffic
- Underground Utility Contractor License Current & Expires 08/2022
- High School Diploma – 1984

REFERENCES:

- City of Jacksonville Beach
 - Dennis Dupries – Construction Project Manager ddupries@jaxbchfl.net 904-509-0268
 - Dan Curtis – Building Maintenance Supervisor dcurtis@jaxbchfl.net 904-382-8552
 - Pat Deighan – Streets & D&C Deputy Superintendent Deighan@jaxbchfl.net 904-247-6195
 - Richard Tarkington - rtarkington@jaxbchfl.net
- St. Johns County
 - Donnie Tackett – Project Manager dtackett@sjcfl.us 904-209-0142
 - Nick Perpich – Project Manager nperpich@sjcfl.us 904-209-0110
 - Doug Tarbox – Project Manager dtarbox@sjcfl.us 904-209-0124
 - Dan Sikes – Engineering Inspection Supervisor dsikes@sjcfl.us 904-209-0182
 - Greg Caldwell – Current Public Works Director gcaldwell@sjcfl.us 904-209-0132
 - Ben Brit – Assistant Public Works Director – 904-209-0266
 - Neil Shinkre – Public Works Director 2015-2019
- A&E Engineering Inc.
 - Cory Nichols – Senior Project Engineer/ Owner cory@aeengineeringinc.com 904-614-4800
- City of Palm Coast
 - Carmelo Morales – Stormwater Design & Construction Engineer cmorales@palmcoastgov.com 386-986-4758
 - Andrea Mudryk – Project Coordinator amudryk@palmcoast.gov 386-986-4776
 - Mike Brennan – Stormwater Manager mbrennan@palmcoastgov.com 386-986-4721
 - Mike Peel – Engineer mpeel@palmcoastgov.com 386-986-4771
- D.R. Horton
 - Shane Ricci – Land Development Manager stricci@drhorton.com 904-899-5968
- City of St. Augustine Beach
 - Ken Gatchell – Public Works kgatchell@cityofsab.org 904-471-1119
 - Bill Tredick – Public Works btredick@cityofsab.org 904-471-1119
- City of St. Augustine
 - James Wheeler – Public Works jwheeler@citystaug.com 904-209-4276
 - Jessica Beach – Professional Engineer jbeach@citystaug.com 904-209-4227
- A.J. Johns Inc.
 - Josie Burnsed – General Superintendent josie@ajjohns.com 904-641-2055
 - John Kirkland – President - 904-641-2055
- Barco Duval
 - Shane Ricci – 2003-2017 – Now with D.R. Horton since leaving in 2017
 - Barry Barco – Owner 904-772-1313
 - Ronald Price – Vice President of Estimating rhp1114@aol.com 904-545-4972
 - Kathy Barco – Owner 904-772-1313
- P&S Paving
 - Clayton Donahoo – Project Manager/Estimator cdonahoo@pandspavinginc.com 386-258-7911
 - Cole Dunagan – Project Manager – coledunagan@pandspavinginc.com 386-679-4405
 - Brian Davidson – Senior Project Manager – bdavidson@pandspavinginc.com 386-258-7911
 - Alan West – Operations Manager awest@pandspavinginc.com 386-547-5965

Taylor Johnson

117 Riverview Ranch Road, St. Augustine, FL 32092
904-955-1047 Taylor@awacontractingcoinc.com

Profile

Statement: Dedicated professional offering over 9 years of operational experience in the Underground Construction and Contracting Industry. Demonstrated ability to successfully be goal oriented, resourceful, and analytical while empowering others to achieve company goals and objectives.

Areas of

Expertise:

Project Management	Engineering	Building Plans
Leadership	Problem Solving	Concrete
Customer Service	Decision Making	Cost Estimates
Analytical Proficiency	Equipment Operation	
FDOT Specifications	Vendor Liaison	
Roadways, Drainage	Scheduling and timelines	

Experience:

Superintendent, A.W.A. Contracting Co., Inc. – 2011 – Current

Scope of work: Concrete Contracting to include small bridges, drainage, curbs, box culverts, FDOT concrete inlets, water and sewer mains, roadway repair, guardrail work, end walls and sidewalks. Taylor started working at AWA right out of high school and has moved up the ladder successfully. He is the number two man who manages form carpenters and finishers. Taylor is a huge part of the work that is accomplished to make AWA what it is today a well-grounded concrete construction company in Northeast Florida. AWA is a Company that holds the value of hard work, quality, and safety first.

- 2020 gross work complete \$4,480,931.05 St. Johns County Sidewalk Contract, Palm Coast Contract, City of Jacksonville Beach Contract
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- 2013 gross work complete: \$1,854,508.87; St. Johns Countywide Sidewalk and Drainage Contract renewed for another five years.
- 2012 gross work complete: \$1,348,648.20
- 2011 gross work complete: \$1,504,700.25

EDUCATION:

- Continuing Education for licenses, equipment operation & Maintenance of Traffic
- OSHA Construction Site Certified 30 Hr
- High School Diploma – 2010

REFERENCES:

- City of Jacksonville Beach
 - Dennis Dupries – Construction Project Manager ddupries@jaxbchfl.net 904-509-0268
 - Dan Curtis – Building Maintenance Supervisor dcurtis@jaxbchfl.net 904-382-8552
 - Pat Deighan – Streets & D&C Deputy Superintendent Deighan@jaxbchfl.net 904-247-6195
 - Richard Tarkington - rtarkington@jaxbchfl.net
- St. Johns County
 - Donnie Tackett – Project Manager dtackett@sjcfl.us 904-209-0142
 - Nick Perpich – Project Manager nperpich@sjcfl.us 904-209-0110
 - Doug Tarbox – Project Manager dtarbox@sjcfl.us 904-209-0124
 - Dan Sikes – Engineering Inspection Supervisor dsikes@sjcfl.us 904-209-0182
 - Greg Caldwell – Current Public Works Director gcaldwell@sjcfl.us 904-209-0132
- A&E Engineering Inc.
 - Cory Nichols – Senior Project Engineer/ Owner cory@aeengineeringinc.com 904-614-4800
- City of Palm Coast
 - Carmelo Morales – Stormwater Design & Construction Engineer cmorales@palmcoastgov.com 386-986-4758
 - Andrea Mudryk – Project Coordinator amudryk@palmcoast.gov 386-986-4776
 - Mike Brennan – Stormwater Manager mbrennan@palmcoastgov.com 386-986-4721
 - Mike Peel – Engineer mpeel@palmcoastgov.com 386-986-4771
- D.R. Horton
 - Shane Ricci – Land Development Manager stricci@drhorton.com 904-899-5968
- City of St. Augustine Beach
 - Ken Gatchell – Public Works kgatchell@cityofsab.org 904-471-1119
 - Bill Tredick – Public Works btredick@cityofsab.org 904-471-1119
- City of St. Augustine
 - James Wheeler – Public Works jwheeler@citystaug.com 904-209-4276
 - Jessica Beach – Professional Engineer jbeach@citystaug.com 904-209-4227
- A.J. Johns Inc.
 - Josie Burnsed – General Superintendent josie@ajjohns.com 904-641-2055
 - John Kirkland – President - 904-641-2055
- Barco Duval
 - Shane Ricci – 2003-2017 – With D.R. Horton since leaving in 2017
 - Barry Barco – Owner 904-772-1313
 - Ronald Price – Vice President of Estimating rhp1114@aol.com 904-545-4972

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project 8 %

Total local preference percent utilization on this project: 2 %

List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
1. <u>Durden Surveying</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. <u>Main St Site & Utility</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. <u>The Gordly Group of NEA, Inc</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

List of Major Sub Contractors:

Bidders are required to list, on this Bid Form, all major sub contractors who will perform work of \$10,000 or more on this Contract during the execution of the Work. Failure to complete the list may be cause for declaring the Proposal irregular and disqualifying the Bid.

The successful Bidder shall employ the subcontractors listed hereunder for the class of Work indicated, which list shall not be modified in any way without the written consent of the City of Neptune Beach.

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Proposal, the major subcontractors used in the execution of the Work will be those listed below.
2. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required.

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
<u>Surveying</u>	<u>Durden Surveying & Mapping PLS# 4707</u>	<u>985 11th Ave So. Jax. Bch, FL 32250</u>

SECTION 00440

BONDING CAPACITY CERTIFICATION LETTER

OWNER:

City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266
904-270-2400

BIDDER:

Firm Name: AWA Contracting Co Inc.
Address: PO Box 601009
Jacksonville, FL 32260
City, State, Zip: _____
Phone: 904-262-4157

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Florida Blvd. Culvert Replacement.

The present limits on bonding for the referenced Bidder are as follows:

\$ 1,500,000 each occurrence
\$ 3,000,000 aggregate

Percentage of bonding capacity expended with inclusion of this Bid 85 %

Bidder's Bonding Rate _____ %

Amount of ALL projects that the Bidder is currently preparing bid/proposals and/or have not yet been awarded:

\$ _____

(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.) Issuance and approval of any bond shall be predicated on the most current financial and job information available to the underwriter on the date that the bond is issued. The Surety Company hereby certifies that they are duly authorized by certificate of authority issued by the State of Florida and that they are rated as follows:

A.M. Best Rating: B++

Financial Size Category: NA

Notes: This is the only acceptable format for the Surety's Bonding Capacity Certification Letter. This statement must be notarized (on an original document with an embossed stamp). Power of Attorney form must be attached.

SURETY COMPANY

Surety Company Name: Machinery Insurance Inc., An Assessable Mutual Insurer
Address: 219 N Newnan Street
City, State, Zip Code: Jacksonville, FL 32202
Authorized Signature: Benjamin Powell
Date: 6/17/2021

00440-1

STATE OF Florida

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority Benjamin Powell who after first being
sworn by me, affixed his/her 17th day of June, 2021 (name of individual signing)
signature in the space provided above on this

My commission expires: 4/29/2022

Benjamin Powell
NOTARY PUBLIC

END OF SECTION

**MACHINERY INSURANCE, INC.
AN ASSESSABLE MUTUAL INSURER**

GENERAL POWER OF ATTORNEY

Know by these Presents, that Machinery Insurance, Inc., An Assessable Mutual Insurer, organized pursuant to Chapter 627.6011 et seq., Florida Statutes (1991) and filed with the Florida Department of Insurance, does hereby appoint

Benjamin K. Powell

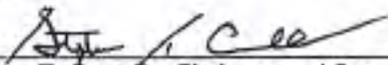
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, and shall apply to surety bonds or undertakings and other documents of similar character not to exceed:

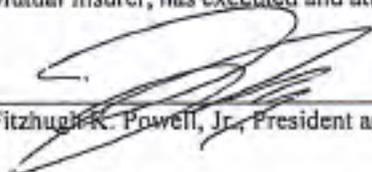
Five hundred thousand dollars (\$500,000.00)

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following extract of the Minutes of a special meeting of the Board of Directors of the Company at a meeting duly called and held on October 13, 1992.

"Upon a motion duly made and carried, the following action was taken: Resolved, the Chairman, President or Secretary shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute, on behalf of the company, fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however, the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, Machinery Insurance, Inc., An Assessable Mutual Insurer, has executed and attested these presents this 3rd day of August 2020,


Stephen T. Cumella, Chairman and Secretary

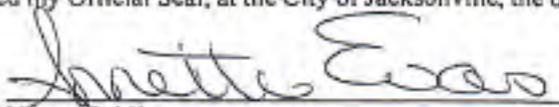

Fitzhugh K. Powell, Jr., President and Treasurer

STATE OF FLORIDA
CITY OF JACKSONVILLE

On this 3rd day of August 2020, before the subscriber, a Notary Public of the State of Florida, duly commissioned and qualified, came the above named Officers of Machinery Insurance, Inc., An Assessable Mutual Insurer to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Jacksonville, the day and year first above written.

ANNETTE EVANS
Notary Public, State of Florida
My Comm. Expires 04/29/2022
Commission No. GG182968


Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida Corporation, do hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this 17th day of June, 2021


Stephen T. Cumella, Chairman

A.W.a Contracting Co Inc

4980 Julington Creek Rd, Jacksonville, FL

Company Profile

Last Updated: 2021-06-01

Doing Business As	--
D-U-N-S Number	87-293-1282
Phone	9042624157
Website	www.awacontractingcoinc.com
Industry	--
Address	4980 Julington Creek Rd, Jacksonville, FL 32258-2202 United States

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A.W.A. Contracting Co., Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. PO Box 601009</p> <p>6 City, state, and ZIP code Jacksonville, Florida 32260</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
--	---	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
5	9	-	3	1	4	8	1	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Arthur W Allen**

Digitally signed by Arthur W Allen
Date: 2021.06.17 08:37:10 -04'00'

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Neptune Beach
 Florida Blvd. Culvert Replacement
 Pre-Bid Meeting, May 27, 2021 at 10:00 am
 Sign-in Sheet

All Bidders are responsible for any information discussed during the pre-bid meeting. Any verbal information is not binding and does not change the written documentation. Bidders are encouraged to submit any questions in writing to the Issuing office. The issuing office shall post written responses in the form of an Addenda. Bidders are responsible for confirming any Addenda prior to submitting their bid/proposal.

Name:	Company:	Email:	Phone:
Issuing Office	CONB	pwbids@nbfl.us	904-270-2400
Jim French	CONB	dpw@nbfl.us	904-270-2423
MELISSA CASSIDY	Jax Utilities Management	melissa.jaxuma@att.net jaxutilities@jaxum.comcastbiz.net	904-855-0111
Brian McGarity	Superior Construction	BMCGarity@SuperiorConstruction.com SEE@SuperiorConstruction.com	904-292-4240 904-424-1346
Chris Leonard	Gulf coast underground	cleonard@gulfcoastunderground.com C.leonard@gulfcoastunderground.com	717-688-1236
Colin Moore	CONB	colinmoore@nbfl.us	
Bobby Hughes	CONB	robert.hughes@nbfl.us	904-270-2423

BRIAN MCGARITY
 DIVISION MANAGER

O. 904.292.4240 | M. 904.424.1346

BMCGARITY@SUPERIORCONSTRUCTION.COM

7072 BUSINESS PARK BLVD N
 JACKSONVILLE, FL 32256



Chris Leonard
 Superintendent

5655 Middle Road
 Theodore, AL 36582
cleonard@gulfcoastunderground.com

Office: (251) 725-0200 155
 Fax: (866) 720-9834
 Cell: (717) 688-1236

SECTION 00500

PROCUREMENT AGREEMENT

This Procurement Agreement is by and between **The City of Neptune Beach** (“Buyer”) and **A.W.A. Contracting Co., Inc.** (“Seller”).

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Documents. The Goods and Special Services include all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to successfully perform and complete the Work as a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Provide all required bonds; insurance; mobilization; preconstruction site photographs and videos; erosion and sedimentation control; temporary facilities; coordination, locating, and notifications with all underground utilities; maintenance of traffic; construction layout and staking; temporary dams, dewatering and storm water bypass; water main bypass, relocation, replacement, clearing for service, abandonment, and restoration; sewer main bypass, relocation, replacement, clearing for service, abandonment, and restoration; storm sewer bypass, relocation, replacement, clearing for service, abandonment, and restoration channel excavation and restoration; pavement removal, replacement and restoration; pavement marking and road signage; sidewalk removal and replacement; driveway removal and replacement; associated sitework, excavations, trench boxing, temporary sheet piles, filling, compaction, grading, landscaping, irrigation repairs, site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; and demobilization required to accomplish the removal and replacement the existing culvert at Florida Boulevard and 5th Street intersection.

1.02 The Project

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Florida Blvd. Culvert Replacement

1.03 Point of Destination

- A. The Point of Destination is designated as: Jarboe Park 510 Florida Blvd. Neptune Beach. Fl. 32266, and the intersection of Florida Boulevard and 5th Street.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract as stated in the Procurement Documents, are of the essence of the Procurement Contract.

2.02 Schedule of Procurement Contract Times

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Days	Notes
Submit Shop Drawings	45	
Deliver acceptable Goods to Point of Destination	120	

Note: days are the number of days after the date when the Contract Times commence to run. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Procurement Agreement or such other date as may be established therein.

Milestone	Date	Notes
The Work will be substantially completed, can be utilized for the purposes for which it is intended, and ready for final inspection no later than:	May 1, 2022	
The Work will be completed and ready for final payment no later than:	June 1, 2022	The Buyer has grant funding that requires completion of the project no later than June 30, 2022 or have the potential loss of the grant funds.

2.03 Shop Drawings and Samples

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Documents to Buyer for its review and approval.
- B. *Buyer’s Review:* It is the intent of the parties that the Buyer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 Liquidated Damages

Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Work is not completed within the times specified

within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) \$500 for each day that expires after the time specified in Paragraph 2.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Buyer, Seller shall pay Buyer \$200 for each day that expires after the time specified in Paragraph 2.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 Procurement Contract Price and Total Price

- A. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$ 20,000.00	\$ 20,000.00
2	Bonds and Insurance	LSum.	1	\$ 30,000.00	\$ 30,000.00
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$ 5,000.00	\$ 5,000.00
4	Construction Engineering	LSum.	1	\$ 3,500.00	\$ 3,500.00
5	Construction Testing including QA/QC	LSum.	1	\$ 5,750.00	\$ 5,750.00
6	Photography and Video	LSum.	1	\$ 1,500.00	\$ 1,500.00
7	Maintenance of Traffic	DA	120	\$ 58.00	\$ 6,960.00
8	Work Zone Signage	ED	11,160	\$ 0.85	\$ 9,486.00
9	Channelizing Device, Type III, 6'	ED	1,440	\$ 1.35	\$ 1,944.00
10	Channelizing Device, Pedestrian LCD	LF	240	\$ 3.50	\$ 840.00
11	Portable Changeable Message Sign, Temporary	ED	28	\$ 85.36	\$ 2,390.08
12	Artificial Coverings/Rolled Erosion Control Products	SY	7	\$ 157.00	\$ 1,099.00
13	Runoff Control Structure	LF	93	\$ 75.00	\$ 6,975.00
14	Sediment Barrier	LF	303	\$ 4.50	\$ 1,363.50

15	Floating Turbidity Barrier	LF	47	\$ 25.00	\$ 1,175.00
16	Inlet Protection System	EA	2	\$ 250.00	\$ 500.00
17	Litter Removal	AC	2	\$ 375.00	\$ 750.00
18	Mowing	AC	1.28	\$ 650.00	\$ 832.00
19	Clearing & Grubbing	AC	0.55	\$ 7,500.00	\$ 4,125.00
20	Removal of Existing Concrete	SY	57	\$ 22.50	\$ 1,282.50
21	Channel Excavation	CY	605	\$ 25.00	\$ 15,125.00
22	Embankment	CY	1	\$ 24.65	\$ 24.65
23	Type B Stabilization	SY	353	\$ 7.85	\$ 2,771.05
24	Optional Base, Base Group 4	SY	249	\$ 16.75	\$ 4,170.75
25	Milling Exist Ashp. Pavt. 1" Avg. Depth	SY	190	\$ 28.50	\$ 5,415.00
26	Superpave Asphaltic Concrete (A)	TN	51.6	\$ 285.00	\$ 14,706.00
27	Pavers, Architectural, Roadway	SY	56	\$ 52.00	\$ 2,912.00
28	Concrete Class IV, Culverts	CY	350	\$ 1,250.00	\$ 437,500.00
29	Reinforcing Steel, Roadway	LB	51,687	\$ 1.95	\$ 100,789.65
30	City of Jacksonville Curb Inlet	EA	2	\$ 1,250.00	\$ 2,500.00
31	Manholes, P-8, < 10'	EA	1	\$ 4,565.00	\$ 4,565.00
32	Pipe Culvert Optional Material, Round, 18" S/CD	LF	48	\$ 38.15	\$ 1,831.20
33	Pipe Culvert Optional Material, Round, 30" S/CD	LF	25	\$ 72.61	\$ 1,815.25
34	Mitered End Section, Optional Round, 30" CD	EA	1	\$ 1,450.00	\$ 1,450.00
35	Riprap, Rubble, F&I, Ditch Lining	TN	161.8	\$ 95.00	\$ 15,371.00
36	Bedding Stone	TN	116.2	\$ 62.35	\$ 7,245.07
37	Concrete Curb & Gutter, COJ	LF	277	\$ 21.65	\$ 5,997.05
38	Conc. Sidewalk and Driveways, 4"	SY	207	\$ 34.50	\$ 7,141.50
39	Conc. Sidewalk and Driveways, 6"	SY	61	\$ 40.50	\$ 2,470.50
40	Detectable Warnings	SF	117	\$ 25.00	\$ 2,925.00
41	Performance Turf, Sod	SY	1,502	\$ 4.85	\$ 7,284.70
42	Single Post Sign, F&I GM, <12 SF	AS	4	\$ 550.00	\$ 2,200.00
43	Single Post Sign, Relocate	AS	4	\$ 275.00	\$ 1,100.00
44	Single Post Sign, Remove	AS	1	\$ 156.50	\$ 156.50
45	Thermoplastic, Std, White, Solid, 24"	LF	42	\$ 13.85	\$ 581.70
46	Thermoplastic, Preform, White, Solid, 12"	LF	209	\$ 9.87	\$ 2,062.83
47	Utility Work, Sewer	LS	1	\$ 5,500.00	\$ 5,500.00
48	Pipe Removals, 8" Sewer	LF	70	\$ 15.00	\$ 1,050.00
49	Pipe Removals, 15" Gravity Sewer, Including Plugs	LF	73	\$ 20.00	\$ 1,460.00
50	8" DI Pipe, Restrained Joints	LF	83	\$ 80.54	\$ 6,684.82
51	8" DI MJ 45 Deg Bend	EA	4	\$ 2,516.00	\$ 10,064.00
52	8" MJ GV	EA	2	\$ 3,224.00	\$ 6,448.00

53	8" Thrust Collar Restraint	EA	2	\$ 650.00	\$ 1,300.00
54	8" HDPE to DI Transitions	EA	2	\$ 1,120.00	\$ 2,240.00
55	1" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$ 4,504.76	\$ 4,504.76
56	Sewer Bypass	EA	1	\$ 4,750.00	\$ 4,750.00
57	Utility Work, Water	LS	1	\$ 5,250.00	\$ 5,250.00
58	Pipe Removals, 8" Water	LF	93	\$ 7.50	\$ 697.50
59	Pipe Removals, 12" Water	LF	78	\$ 12.50	\$ 975.00
60	12" DI Pipe, Restrained Joints	LF	127	\$ 58.88	\$ 7,477.76
61	8" C900 DR-18, PVC Pipe, Restrained Joint	LF	117	\$ 28.48	\$ 3,332.16
62	12" DI MJ 45 Deg Bend	EA	6	\$ 694.00	\$ 4,164.00
63	8" DI MJ 45 Deg Bend	EA	2	\$ 366.00	\$ 732.00
64	12" DI MJ 90 Deg Bend	EA	2	\$ 692.00	\$ 1,384.00
65	8" DI MJ 90 Deg Bend	EA	1	\$ 465.00	\$ 465.00
66	12" Thrust Collar Restraint	EA	2	\$ 650.00	\$ 1,300.00
67	12" HDPE to DI Transitions	EA	2	\$ 899.00	\$ 1,798.00
68	8" Thrust Collar Restraint	EA	2	\$ 650.00	\$ 1,300.00
69	12" MJ GV	EA	3	\$ 6,822.50	\$ 20,467.50
70	8" MJ GV	EA	3	\$ 3,736.00	\$ 11,208.00
71	8" Cap	EA	1	\$ 378.00	\$ 378.00
72	12" x 12" x 8" DI MJ Tee	EA	1	\$ 873.75	\$ 873.75
73	12" x 12" DI MJ Tee	EA	1	\$ 1,007.00	\$ 1,007.00
74	12" x 8" DI MJ Reducer	EA	1	\$ 607.00	\$ 607.00
75	2" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$ 2,977.76	\$ 2,977.76
76	Temporary sewer bypass and pumping	LSum.	1	\$ 2,500.00	\$ 2,500.00
77	Temporary stormwater diversions, bypass, and pumping	LSum.	1	\$ 30,000.00	\$ 30,000.00
78	Temporary potable Water bypass and pumping	LSum.	1	\$ 8,500.00	\$ 8,500.00
79	As-built Survey	LSum.	1	\$ 4,275.00	\$ 4,275.00
80	Permit close-outs	EA	3	\$ 250.00	\$ 750.00
81	Site Restoration, landscaping, and clean-up	LSum.	1	\$ 3,000.00	\$ 3,000.00
82	Disposal and Disposal Fees	LSum.	1	\$ 1,500.00	\$ 1,500.00
83	Notices of Commencement and Termination	LSum.	1	\$ 750.00	\$ 750.00
84	2-year warranty bond	LSum.	1	\$ 2,500.00	\$ 2,500.00
85	Brick and mortar 30" pipe cap	EA	1	\$ 2,000.00	\$ 2,000.00
Total of All Unit Price Base Bid Items					\$ 921,754.49

Alternates

86	Matching double barrel precast box culvert	LF	125	\$ 3,525.00	\$ 440,625.00
87	Channeling devices:	ED	11160	\$ 0.85	\$ 9,486.00
88	Other: Change for mob, insurance, and bonds to use precast		1	\$ 85,000.00	\$ 85,000.00
Total of All Unit Price Alternative Bid Items					\$ 535,111.00

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
 2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.
 3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.
 4. The Buyer will determine the actual quantities and classifications of unit price items furnished by Seller. The Buyer will review with Seller the preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). The Buyer's written decision will be final and binding upon Buyer and Seller (except as modified by Buyer Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
 5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.
- B. Buyer's Contingency Allowance is stipulated as \$75,000. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- C. The Total Price is \$ 996,754.49. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 Procurement Contract Price and Total Price—Based on Attached Bid

- A. For furnishing the Goods and Special Services in accordance with the Procurement Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: **None**.

ARTICLE 4—PAYMENT PROCEDURES

4.01 Submittal and Processing of Applications for Payment

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.
- B. Buyer shall pay Seller the amount owed under an Application for Payment in accordance with Florida Statute is CH. 218 the Florida Prompt Payment Act.

4.03 *Interest*

- A. All amounts not paid when due may bear interest in accordance with Florida Statute is CH. 218 the Florida Prompt Payment Act.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Documents.

ARTICLE 6—PROCUREMENT DOCUMENTS

6.01 *List of Procurement Documents*

- A. The Procurement Documents consist of the following:
 - 1. This Procurement Agreement
 - 2. General Conditions of the Procurement Contract (Section 00700 pages 1 to 39, inclusive)
 - 3. Supplementary Conditions of the Procurement Contract (Section 00800 pages 1 to 5, inclusive)
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents
 - 5. Procurement Drawings:
 - a. Bearing the following title: Florida Blvd. Culvert Replacement, pages 1 to 32, inclusive
 - 6. Buyer supplied permits:

- a. FDEP Permit No. 0129067-022-DS
 - b. SJRWMD General Permit No. 161828-3
 - c. USACE Nationwide Permit (NWP) 43 – Stormwater Management Facilities
- 7. Addenda Numbers (number 1, inclusive)
 - 8. Public Construction Performance and Payment bond, together with power of attorney (Section 00600 pages 1 to 3, inclusive)
 - 9. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to 47 , inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 27 , inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Change Directives;
 - e. Field Orders; and
 - f. Warranty Bonds.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
 - C. There are no Procurement Documents other than those listed above.
 - D. The Procurement Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER’S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller’s Representations

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Seller.
6. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Documents.

7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—OTHER PROVISIONS

8.01 Waiver

- A. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

8.02 *Unauthorized Aliens*

- A. The Seller acknowledges and agrees that the Seller shall register with and use the E-Verify System as provided in Fla. Stat. §448.095. The Seller shall not employ, contract with, or subcontract with any unauthorized aliens. Further, the Seller acknowledges and agrees that if the Seller enters into a contract with a subcontractor for this project, the subcontractor must provide the Seller with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is on _____ 20____ (which is the Effective Date of the Agreement).

Buyer

City of Neptune Beach

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Stefen Wynn, M.P.A.
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
2010 Forest Ave.
Neptune Beach, FL 32266

Designated Representative:

Name: Jim French
(typed or printed)

Title: Public Works Director
(typed or printed)

Address:
2010 Forest Ave.
Neptune Beach, FL 32266

Phone: 904-270-2423

Email: _____

Seller

A.W.A. Contracting Co., Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 7/14/2021)

Departmental Scorecard

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
CITY MANAGER'S OFFICE					
Communications Policy Creation	Draft Complete - Awaiting Personnel Policy and Employee Handbook Completion from Consultant - Submitted to Consultant 6/17/2021	N/A	3/2/2021	7/30/2021	In Progress
Special Event Policy Update	Working on Framework	N/A	2/15/2021	7/31/2021	In progress
Comprehensive Emergency Management Plan Review	The MCEMP went through an exhaustive update last year.5/25/2021 Emergency Management Meeting with Staff.	N/A	3/10/2021	7/30/2021	In Progress
Various Personnel Policy Updates	New Focus HR selected and working on new policies and handbook.	N/A	3/5/2021	9/30/2021	In progress
FOP Contract Negotiations			7/1/2021	8/16/2021	
Waste Pro Liquidated Damages	Fines for missed collections totaling \$1,250.00 deducted from May 2021 Waste Pro billing.	N/A	N/A	N/A	On-going
FINANCE DEPARTMENT					
FEMA Disaster Relief Request	Preparing documentation to be submitted for Hurricane Dorian. FEMA opened disaster relief portal.				12/31/2020
Tyler Technologies Financial Software Replacement	Update & Submit City's 1,600 general ledger accounts to conform with Florida Uniform Chart of Accounts to include project codes.		11/17/2020	New Chart of Accounts Rebuilt and reviewed currently in process.	
Fiscal Year 2020 Audit	Auditor's requested financial data. Preparing requested documentation and sending it to auditors.		12/31/2020	Audit requests provided by new Audit Team.	
Fiscal Year 2020 Audit	Compile FY 2020 Basic Financial Statements		2/1/2021	In progress	
Fiscal Year 2020 Audit	Complete FY2020 Audit Entries and book FY 2020 Adjusting Entries.		2/1/2021	In progress	
Vacancy	Cashier hired and will start on 7/26/2021		2/15/2021	Cashier 1 Advertised, Candidates Interviewed, Offer and Acceptance Completed	7/9/2021
New Banking Services	Move all city Cash Deposits to new bank.		3/1/2021	In progress	
New Banking Services	Go live with Employee Direct Deposits.		3/1/2021	ACH File Upload errors reduced, final test pending new file upload.	
New Banking Services	Configure and Test Direct ACH Files with ERP System Support.		3/1/2021	ACH File Upload errors reduced, final test pending new file upload.	
Compile March 2021 Monthly Financial	Distribute March 2021 Budget vs Actual Report to Staff with No PO Update.		4/15/2021	Open	
Compile April 2021 Monthly Financial	Distribute April 2021 Budget vs Actual Report to Staff with No PO Update.		4/15/2021	Open	
Compile May 2021 Monthly Financial	Distribute May 2021 Budget vs Actual Report to Staff with No PO Update.		4/15/2021	Open	
Monthly Budget Vs Actual Annual Report	Reformat and compile March 21 Budget Vs Actual Report		3/10/2021	Open	
Compile OPEB Data for Actuaries	Open Until Completion of FY20 Audit		7/1/2021	Open	
Distribute 2016-2019 Unclaimed Property to State	Completed		5/26/2021	Completed	6/24/2021

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
FINANCE DEPARTMENT					
Advertise RFP for Auditing Services	Open		TBA	Open	
PLANNING AND COMMUNITY DEVELOPMENT					
Building Department Activity (see attached report for May 2021)	In progress	N/A	ongoing	7/9/2021	Ongoing
Code Enforcement Activity (see attached report for May 2021)	In progress	N/A	ongoing	7/9/2021	Ongoing
Commercial Fire Inspection Activity	In progress	N/A	ongoing	7/9/2021	Ongoing
Comprehensive Plan 2nd Reading: Adoption	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Land Development Code 1st Draft	TBD: Next step	N/A	ongoing	7/9/2021	TBD
Phase III: Code Testing	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Draft	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: 1st Draft Workshop	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Public Presentation	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Open House	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Technical Meetings and Stakeholder Meetings	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Review of Public Comments	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Code Revisions and Final Draft LDC	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Presentation of Final Draft LDC	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Final Document Revisions	TBD	N/A	ongoing	7/9/2021	TBD
Phase III: Public Hearing Presentation	TBD	N/A	ongoing	7/9/2021	TBD
V21-08 1107 King Road	July CDB Meeting	N/A	N/A	7/9/2021	July
V21-09 510 Pine Street	July CDB Meeting	N/A	N/A	7/9/2021	July
Final Development Plan: 310 Third Street	TBD: July Special Meeting	N/A	N/A	7/9/2021	TBD
CRA: Finding of Necessity Research Data Collection and Analysis	July	N/A	N/A	7/9/2021	TBD

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PLANNING AND COMMUNITY DEVELOPMENT					
CRA: Networking and Outreach	August	N/A	N/A	7/9/2021	TBD
CRA: Submit Finding of Necessity to DEO and Taxing Authorities	TBD	N/A	N/A	7/9/2021	TBD
CRA: Board Meeting	TBD	N/A	N/A	7/9/2021	TBD
CRA: Creation of the CRA Plan and Establishing a CRA Trust Fund	TBD	N/A	N/A	7/9/2021	TBD
540-580 Atlantic Coordination Meetings	on-going	N/A	N/A	7/9/2021	TBD
American Planning Association- FL Chapter Annual Conference: Miami, FL	8/31/21 - 9/3/21	\$395	N/A	7/9/2021	Sep-21
National American Planning Association Conference: San Diego, CA	4/30/22 -5/3/22	TBD	N/A	7/9/2021	May-22
POLICE DEPARTMENT					
DOJ JAG grant #2021-JAGC-3936 DOJ JAG Grant #2020-JAGC-3737	Funds from Grants should be available soon.	\$54,000.00	2020	Pending Approval from FDLE	Ongoing
2020-CESF-DUVA-1-C9-019	Funds have been awarded and equipment purchased.	\$50,000.00	2020	Grant Maintenance Ongoing Equipment Received and Implemented into field	Ongoing
School Safety Liaison Program	The School Safety Liaison Program has started up at Fletcher Senior High, Neptune Beach Elementary and Beaches Chapel K-12.	No cost, all officers involved are on duty during this program	February 21st, 2017	This program will continue through school year 2020-2021.	Ongoing through school year 2020-2021.
Covid-19	Although many Covid restrictions Have been relaxed by Local, State and Federal Governments, the Police Department will continue to take all precautions necessary to keep all City Employees out of harms way and healthy.	Covid-19 testing is the only cost for the Police Department at this time.	February 2020.	All P.D. employees have been offered the vaccine.	Ongoing
Capital Improvements	Three police vehicles which were approved in the Capital Improvements Budget have arrived. Two of the vehicles will be delayed entering service due to unfitting equipment being Covid delayed.	Funds provided from the Capital Improvements account.	Mid-July 2020, the Police Department started working on the 2020-2021 Budget with the City Manager.	The vehicles have been delivered to the city. However we a still waiting for unfitting equipment to arrive.	The vehicles should be in service within thirty to sixty day.
	Orange Crush Live Festival 2021. Jacksonville Beach.	The projected cost of this event is uncertain at this time. However, the City of Jacksonville Beach Police Department has made a Mutual Aid request for assistance during this three day event. NBPD Officer will be called in to work mandatory overtime during this event.	Planning continues for this event which started at the beginning of March 2021.	Completed	Completed

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
POLICE DEPARTMENT					
	The Police Department has received a Service Station Dog from K-9s For Warriors.	There is no impact to the Department's Budget for the cost of the dog. The Agency will be responsible for food and grooming cost.	Winter, 2020	The Service Dog (on loan from K-9s For Warriors) has become a welcome member of the agency.	On going
	July 4th, 2021 Celebrations	This event requires all sworn personnel to work the July 4th weekend. Days off will be cancelled and officers will be working mandatory overtime. Additional Communications Personnel will also be required to work. Due to July 4th, falling on a Sunday, additional personnel will also be needed for Friday July 2nd, and Saturday July 3rd.	Planning starts March 1st, of this year. Planning requires personnel from Neptune Beach PD, Jacksonville Beach PD, Atlantic Beach PD and JSO.	Completed	Completed
	Outreach programs 2021	The majority of the funds needed have already been donated by businesses and residents of Neptune Beach.	Fall 2020.	We are hoping the Covid-19 restrictions will be totally lifted by Fall of this year. We would like to restart all of our outreach projects.	On going.
	2021 Ocean Rescue Season.	Ocean Rescue is a year to year budgeted account	Lifeguard Captain Rich Banks has started hiring guards to start weekend patrols weather permitting.	Beach coverage starts in March and ends in October for the 2021 season.	October 2021.
	Hurricane Season 2021	Unknown	May-21	Hurricane and Emergency Preparedness training and Round-Table Meetings have been completed.	Ongoing.
PUBLIC SERVICES DEPARTMENT					
WATER PLANT					
City-Wide Water Meter Replacement	17 Water meters replaced in June 2021	N/A	N/A	On going	On going
Backflows inspected	42 inspected	N/A	On going	On going	Work performed in June 2021
City lifstations checked/inspected	390 inspected	N/A	On going	On going	Work performed in June 2021
Fats, Oils, and Grease (FOG) inspections	32 inspected	N/A	On going	On going	Work performed in June 2021
Sampling events	Monthly bacteria logical twice a month. CUPS report submitted to SJRWMD.	N/A	N/A	06/15/21	Work performed in June 2021

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WATER PLANT					
Water Tower Project	Met with Bill & general contractor for T-Mobile/Sprint to discuss permitting needed for the road closure on Florida Blvd. 5/12/21 Paint tested for lead on tower and soil sampling for Verizon. Verizon submitted final drawings for their permit. 6/24/21- Sent the inspections and specks of the ground storage tanks to Steven Calhoun with SUEZ.	N/A	2020	On going	Work performed in June 2021
File Regulatory paperwork	DEP approved the Consumer Confidence Report (CCR), was submitted to Rosemary Marrero (utility supervisor) which was then sent out in the May billing to residents. Requested to be inserted into the City Website. Certificate of delivery was submitted back to DEP & Public notice for SOC's. 6/30/21- Submitted EN50's report to SJRWMD. Chlorine residual report submitted to DEP.	N/A	N/A	Jun-21	Work performed in June 2021
ISO- Insurance Services Office - evaluates communities and areas throughout the US to assure that existing public fire protection is available to individual property owners.	Working on ISO with Fire Marshall Ruley & Battalion Chief Hooten with JSO. 6/14/2021. Water survey for ISO was submitted to Fire Marshall Ruley.	N/A	04/27/20	Ongoing	Work performed in June 2021
Water Treatment Plant checks and reads for wells and pumps & chlorine	This is done daily and twice on the weekends	N/A	N/A	Ongoing	Work performed in June 2021
Gallons of water produced	24,692,000	N/A	N/A	N/A	Work performed in June 2021
WASTE WATER TREATMENT PLANT					
Replacement of Clarifier #1 Drive/Motor	Received	\$63,456.53	01/01/21	Equipment Received - Scheduling installation after toxicity testing after July 1, 2021.	On Going
Replacement of 8" Fairbanks Influent Pump	completed	\$23,572.25	11/06/20	Date Completed April 2021	Completed
Sampling events	(4) Weekly EFF sample for CBOD, TSS NOX, TN, TKN. Weekly INF sample CBOD, TSS, INF Bi-Weekly Alkalinity, BOD, TN, TKN & TP	N/A	Thursdays	On going	Work performed in June 2021
Operate the belt press	8 runs twice weekly on Tuesday & Thursday, 4 loads @ 30 Cubic Yards each Picked up Fridays	N/A	N/A	N/A	Work performed in June 2021
Testing	Daily U.L.R./Dichlorination, CL2 and pH Comparisons, Daily Dissolved Oxygen / Sludge settling & Alkalinity tests 3-5 weekly	N/A	N/A	N/A	Work performed in June 2021
Clean process tanks and equipment	Belt Press cleaned twice weekly, all lab equipment cleaned daily, Probes & Analyzers cleaned 1-2 weekly as needed	N/A	N/A	N/A	Work performed in June 2021
Decant the digester	Decanting of Digester #1 Monday - Friday as needed, Decanting of Digester#2 Mon, Wed & Fri	N/A	N/A	N/A	Work performed in June 2021
Calibrate probes/analyzers	Week Day Calibrations of Hach HQ 30d DO probe, Hach DR3900 Spectrophotometer, Hach Sension pH3 analyzer	N/A	N/A	N/A	Work performed in June 2021
Equipment maintenance	Replaced probe replaced probe on Hach pH analyzer in Lab, Cleaned IFAS, Re-Air, TSS and RAS probe weekly	N/A	N/A	N/A	Work performed in June 2021
File regulatory paperwork	Monthly Discharge Report for DEP due 28th. Submitted Quarterly Report for DEP on April 28, 2021.	N/A	N/A	N/A	Work performed in June 2021
Chlorine Contact Tank needs to be cleaned	Developed a Chlorine Contact Drain and Clean Plan	TBD	cleaned on6/15/21	N/A	done

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WASTE WATER TREATMENT PLANT					
Operator Status - Brock Askew	Brock has completed Course Work and will be scheduling take FDEP Class B license.	\$102.00	N/A	N/A	In Process
Equipment needs to be Repaired and status tracked	Developed a Plan of Action and Milestones Project Tracking Form	N/A	On going	N/A	Being populated
CDM Smith - Rick Newberg Operations Specialist	Temporarily filling in as Chief/lead operator started Monday May 10, 2021	N/A	05/10/21	6/24/21 completed is tour	Helping trouble shoot Process, Providing Compliance with Class A license
Gallons of influent treated	11.619MG / 0..387 MGD	N/A	N/A	N/A	Flow received in June 2021
COLLECTIONS/DISTRIBUTIONS					
Water Break Repair	5	N/A	N/A	N/A	Work performed in June 2021
Water Service Installation	2	N/A	N/A	N/A	Work performed in June 2021
Water Main Installation	0	N/A	N/A	N/A	Work performed in June 2021
Fire Hydrant flush	6	N/A	N/A	N/A	Work performed in June 2021
Fire Hydrant Repair	1	N/A	N/A	N/A	Work performed in June 2021
Fire Hydrant Replacement	0	N/A	N/A	N/A	Work performed in June 2021
Sewer Pipe cleaning	2,340'	N/A	N/A	N/A	Work performed in June 2021
Sewer Pipe point repair	3	N/A	N/A	N/A	Work performed in June 2021
Sewer Pipe Installation	10'	N/A	N/A	N/A	Work performed in June 2021
Manholes Inspected	60	N/A	N/A	N/A	Work performed in June 2021
Manholes Repaired	3	N/A	N/A	N/A	Work performed in June 2021
Manholes Replaced	0	N/A	N/A	N/A	Work performed in June 2021
Utility Locate Response	78	N/A	N/A	N/A	Work performed in June 2021
ISO- Insurance Services Office - evaluates communities and areas throughout the US to assure that existing public fire protection is	Working on ISO with Fire Marshall Ruley & Battalion Chief Hooten with JSO.	N/a	04/27/20	Ongoing	Work performed in June 2021
Contracted utility Upgrades- Gruhn May	Bay St. Sewer upgrades	\$90,654.76	01/11/21	COMPLETED 4/6/2021	Work performed in June 2021
Jarboe Park	Gruhn May installed drainage structures, mitered ends, and 420 ft of pipe for drainage project.	\$4,430.00- Allen's Culvert \$16,268.80- Gruhn May PA 9672	04/21/21	Completed 4/28/2021	Work performed in June 2021
Jarboe Park	Installed new tap and meter for service lines to volleyball and tennis courts. Stock on hand- did purchase 1 meter box @ \$100.00 5/14/2021 Installed 1k feet of 1-1/2" conduit in Jarboe park for fiber to Neptune House, and electric to well.	\$445.51- plumbing parts and meter box (add cost for conduit from IP Harrington & CES)	04/12/21	Completed 4/16/2021	Work performed in June 2021

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COLLECTIONS/DISTRIBUTIONS					
Arrowhead Trail water main replacement	Gordon passed out door hangers to notify residents on 3/26/21 of the upcoming work to be done. Started working in neighborhood the week of 3/29. On 3/30 coordinated needed isolation valve to facilitate the work in the neighborhood. Advanced notices was passed out to residents on 4/29 regarding water system shut down for May 5. On 5/5/21 City installed new 6" in-line valve at intersection of Kings RD and Indian Woods DR, and replaced hydrant and valve at 1430 Indian woods DR. Replaced all sod in areas affected. 5/20/21 Removed old hydrant on abandoned line at 1611 Arrowhead DR. PW Street dept to replace asphalt-upcoming. Gruhn May to repair driveways in June.	\$72,715.10	03/22/21	In progress	Work performed in June 2021
Fire Hydrant Audit	JFRD requesting CONB flow 2 hydrants instead of 1. John Ruley (CONB Fire Marshall) agrees that the fire hydrant flow test should be the 2 hydrant test. Mr. Ruley states he will research the cost for new equipment to be put into next years budget. He also stated he would help as the 2nd person to perform the 2 hydrant test during cooler weather.	N/A	N/A	In progress	Work performed in June 2021
Miscellaneous	Changed out 8-3/4" meters. Helped WWTP with downed lift station on Emma Ln, and helped run belt press. Used VACCON to clean grease and debris from tanks. Worked on cleaning city yard prior to DEP inspection, removed old and unused equipment, reorganized pipe and hydrant storage, demo-ed old sheds, mowed and weedeated around yard. Installed new effluent sampling station for WWTP.	N/A	N/A	COMPLETED	Work performed in June 2021
Fire Hydrant Audit	JFRD requesting CONB flow 2 hydrants instead of 1. John Ruley (CONB Fire Marshall) agrees that the fire hydrant flow test should be the 2 hydrant test. Mr. Ruley states he will research the cost for new equipment to be put into next years budget. He also stated he would help as the 2nd person to perform the 2 hydrant test during cooler weather.	N/A	N/A	In progress	Work performed in May 2021
Miscellaneous	8 meters changed. Replaced sod in Indian woods and 200 blk of Davis St. Repaired irrigation and sprinkler heads at islands on 3rd ST, and replaced burnt out control modules.	N/A	N/A	COMPLETED	Work performed in May 2021
STORM WATER DEPARTMENT					
Illicit Discharge/Illegal Dumping Investigations (No.):	N/A	N/A	N/A	N/A	N/A
Street Sweeping (Miles):	38.1	N/A	Ongoing	Ongoing	Work performed in June 2021
Pipe Inspections (No.):	N/A	N/A	N/A	N/A	N/A

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STORM WATER DEPARTMENT					
Pipe Repairs (No.):	N/A	N/A	N/A	N/A	N/A
Pipe Cleaning (LF):	25LF	N/A	N/A	N/A	Work performed in June 2021
Catch Basins checked (No.):	1,236	N/A	Ongoing	Ongoing	Work performed in June 2021
Catch Basins cleaned (No.):	553	N/A	Ongoing	Ongoing	Work performed in June 2021
Ditch Inspections (No.):	39	N/A	Ongoing	Ongoing	Work performed in June 2021
Ditch Maintenance\Mowing (LF):	28,142LF	N/A	Ongoing	Ongoing	Work performed in June 2021
Pond Inspection (No.):	13	N/A	Ongoing	Ongoing	Work performed in June 2021
Pond Maintenance (No.):	3	N/A	N/A	N/A	Work performed in June 2021
STREETS DEPARTMENT					
Mow City rights-of-way (No. of Cycles)	11	N/A	Ongoing	Ongoing	Work performed in June 2021
Repair/ Replace Signage (No.)	14	N/A	Ongoing	Ongoing	Work performed in June 2021
Collect Refuse from parks, beach, Towncenter (No. of Cycles)	N/A	N/A	Ongoing	Ongoing	Work performed in June 2021
Repair Sidewalk (LF)	280 SQ FT	N/A	Ongoing	Ongoing	Work performed in June 2021
Trees trimmed or removed (No.)	10	N/A	Ongoing	Ongoing	Work performed in June 2021
Paving (LF)	364.5 sq ft	N/A	Ongoing	Ongoing	Work performed in June 2021
Pothole Repair (No.)	N/A	N/A	Ongoing	Ongoing	Work performed in June 2021
Driveway Repairs (No.)	N/A	N/A	Ongoing	Ongoing	Work performed in June 2021
Curb Repairs (LF)	N/A	N/A	N/A	N/A	Work performed in June 2021
Herbicide Application (No.)	1	N/A	N/A	N/A	Work performed in June 2021
Forest Ave School Cross Walk Signage	New signs are posted between Indian Woods Dr at the stop sign of Forest Marsh Dr	\$1,090.66	4/1/2021	Completed 5/7/2021	Work performed in May 2021
Towncenter Bollard Repair	Hit & run damaged bollard at Atlantic Blvd & 3rd St.	Had materials in stock to repair	5/1/2021	Completed	Work performed in May 2021
Secluded Woods Curbing	Workorder was submitted requesting to replace broken curbing around the islands in the community.	N/A	4/26/2021	Completed 5/26/2021	Work performed in May 2021
Water Oak tree in Basil park	Resident submitted workorder to have tree removed. Tree permit was submitted to Building permit for further inspection. Tree permit was approved by Arborist, Earl Piety, and PW was able to remove.	N/A	4/19/2021	Completed 5/12/2021	Work performed in May 2021

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STREETS DEPARTMENT					
Weekend Garbage Collection	Weekend garbage collection throughout the city of Towncenter, beach accesses & dune crossovers	N/A	4/17/2021	Ongoing	Work performed in June 2021
Dune Crossover Maintenance	Lemon St access maintenance done. Maintenance repairs done at Lora St. Margaret St repairs in progress	N/A	4/12/2021	Ongoing	Work performed in June 2021
Beaches Go Green Recycle Program	Installed 13 smart recycle bins throughout our Towncenter in April. Our Public Works department has been collecting the recycled items.	N/A	4/6/2021	Completed	Work performed in June 2021
Lifeguard Chairs	Richard Banks requested repairing lifeguard chairs on 6/9 by email	\$36.91	6/9/2021	Completed 6/23/2021	Work performed in June 2021
Wartime Fallen Veteran Signs	Installed Veteran signs for Lenny Jevic to honor Neptune Beach Fallen Heroes. Locations installed at Lemon/1st, Margaret/Hopkins & 3rd/Myrtle	No Cost to City	5/2/2021	Completed 5/26/2021	Work performed in May 2021
Concrete Pours at Jarboe Park	Pouring sidewalks/paths in multiple locations throughout Jarboe Park.	\$13,408.78	3/9/2021	Ongoing	Work performed in June 2021
SENIOR ACTIVITY CENTER					
ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
CENTER CLOSED UNTIL FURTHER NOTICE	COVID-19	(\$30,000+)	13-Mar-20	CLOSED	ANTICIPATE REOPENING October 2021
Rebuild the Senior Activity Center	Goal set @ \$100K-reached 272%	\$650,000+	20-Jun	ON-GOING	YTD \$272K
Phone calls, emails, and social media outreach to senior population, home visits	Well checks and stay in touch	NA	NA	ON-GOING	Ongoing
90th Anniversary Committee	Scheduled October 16, 2021	TBD	Oct-20	On-going	Ongoing
Vanguard Modular-Sr. Center Activity Building	Project underway	\$650,000	Work in progress	\$650,000 Funded	Projected completion October 2021
CDBG 2020-2021 CONTRACT	Requesting contract extension	\$30,000.00	Processing	\$3,009.00	Approved by CIJ
Planning, Scheduling, and Conducting Senior Interests	ON HOLD	\$44,895.00	current	on-going	N/A
Direct Benefit- Persons served-per phone conversations	CDBG contract amount for 1250 persons	N/A	Feb-May	ON-GOING	179
NBSAC GRAND REOPENING	PLANNING	DONATIONS	October 1st 2021	ON-GOING	TBD

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SENIOR ACTIVITY CENTER					
Travel Club-FUNDRAISER	2021 plans developing-Colorado Rockies, Panama Canal Cruise; Vermont, Kenya, Hamilton	Upfront costs for Hamilton \$7500	July 2021; March 2022; October 2021	On-GOING	ON-GOING
Community Foundation Grant-Delores Barr Weaver	Approved \$5,000	NA	7-06-21	Approved	NA
Research for quotes on furnishings	on-going	budgeted	current	pending	pending
Marquis Latimer & Halbeck selected	Engineering/Architecture Landscaping, Parking Lot &, Porch	\$32,500	1-07-21	in process	July 2021.
CDBG 2021-2022 Grant Application	\$44,895 Approved	na	1-Oct-21	In process	July 2021 Approval
Eckstein Charitable Foundation Grant	Awarded	\$10,000.00	6/1/2020	In-process	pending
MOBILITY MANAGEMENT					
ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
MDD to complete the Certified Parking Professional course and exam.	Purchased course, studying for practice exam.	\$700	5/1/2021	7/9/2021	Goal: 05/01/2022
Implementation of paid citations.	Complete	Approximately \$4,000 in signs, related materials, and operational costs related to finishing this	10/12/2020	7/9/2021	Completed: 7/1/2021
Educational campaign to reach Beaches Town Center businesses.	Plan and task list submitted to CM. Presented project to BTCMA on 6/15/2021	Possible cost of any printed materials needed; otherwise, no extra costs anticipated	5/1/2021	7/9/2021	Goal: 12/01/2021
2021 public outreach campaign for parking program.	Plan and task list submitted to CM.	TBD	5/1/2021	7/9/2021	Goal: 12/31/2021
INFORMATION TECHNOLOGY					
ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
NACHA file conversion	I've installed the NACHA conversion software on the CFO's computer and provided the CFO with all the necessary information and contacts to get the project done.				In Progress
Tyler Technologies ERP	working on collecting the required information from all affected departments, having current future state analysis meetings with Tyler and the department heads				In Progress
Tyler Technologies Incode Financial Implementation	Waiting for CFO to get the requested information				In Progress
Tyler Technologies ERP Implementation	Meeting are scheduled for next week				In Progress
Submitted by the City Manager on July 19, 2021					



Case Detail Report

Code Enforcement Report

06/01/2021 - 06/30/2021

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021125	6/30/2021		sea turtle lighting/nest	Closed	6/30/2021	
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021124	6/29/2021	178849 0000	tree removal/ arborist permit	Closed	6/29/2021	

Notes

Note
tree is uprooted and leans

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021123	6/28/2021	173577 0000	tree removal	Closed	6/29/2021	

Notes

Note
approved for trimming

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021122	6/28/2021	177490 0000	tree removal/ arborist permit	Closed	6/29/2021	

Notes

Note
issuing permit for two

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021121	6/24/2021	172912 0006	dead tree safety issue	Closed	6/24/2021	

Notes

Note
dead tree request to

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021120	6/23/2021	173335 0010	fence damaged	Closed	6/23/2021	

Notes

Note
fence damaged to property, referred to Police Department.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021119	6/21/2021		fence investigation	Closed	6/29/2021	

Notes

Note
The fence is owned by D.O.T. they have not decided if they will gate the areas but are aware of the complaint.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021118	6/16/2021	172413 0000	tree removal/ arborist permit	Closed	6/21/2021	

Notes

Note
subject has obtained

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021117	6/7/2021	178692 2056	tree removal/ arborist permit	Closed	6/14/2021	

Notes

Note

subject was told he needed an arborist and has now obtained one and is approved for removal.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021116	6/16/2021	173301 0000	lighting violation	Closed	6/16/2021	

Notes

Note
letter sent and contact

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021115	6/14/2021	177729 9070	tree removal/ arborist permit	Closed	6/14/2021	

Notes

Note
home owner has been told

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021114	6/14/2021	177653 2020	vehicle complaint	Pending	6/14/2021	

Notes

Note
letter sent to update tags and remove boat

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021113	6/14/2021	173037 0000	trash/dumpster complaint	Closed	6/14/2021	

Notes

Note

property picked up and dumpster has been removed.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021112	6/12/2021		vandalism city property	Closed	6/12/2021	

Notes

Note
this case is under the police department for investigation reference CCR# 80210499

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021111	6/11/2021	172395 0100	VIOLATION OF CITY PROPERTY	Closed	6/11/2021	

Notes

Note
property is being liquidated

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021110	6/11/2021	172403 0068	tree removal/ arborist permit	Closed	6/11/2021	

Notes

Note
arborist letter obtained

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
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2021109	6/14/2021		sidewalk inspections	Closed	6/14/2021	
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021108	6/10/2021	173762 0000	permit investigation	Pending	6/25/2021	
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021107	6/11/2021		transient location	Closed	6/11/2021	

Notes

Note
checking area for transient activity

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021106	6/10/2021		investigation	Closed	6/10/2021	

Notes

Note
checked for transient activity

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021105	6/7/2021	173290 0000	dog poo	Closed	6/9/2021	

Notes

Note
contacted Ms. Stewart about correcting issue.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
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2021104	6/4/2021		short term rental/ investigation	Closed	6/11/2021	
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Notes

Note
This case has been cleared the occupant's are family and friends of daughters college.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021103	6/4/2021	177432 0000	air B and B/ investigation	Pending	6/4/2021	

Notes

Note
this property is under investigation for short term rental. I have sent a letter of investigation to property owner.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021102	6/3/2021	173115 0000	VIOLATION OF CITY PROPERTY	Closed	6/3/2021	

Notes

Note
this case refer to patrol for

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021101	6/3/2021	172787 0020	banner/sign	Closed	6/3/2021	

Notes

Note

made contact by phone
and told to remove.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021100	6/3/2021		air B and B investigation	Pending		

Notes

Note
I have 4 current investigations within Neptune Beach.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021099	6/2/2021		No parking kings bridge	Closed		

Notes

Note
Mr. Wetzel had question over property/waterway rights.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021098	6/2/2021		No parking kings bridge	Closed	6/7/2021	

Notes

Note
No parking signs will be added at a later date, after 7/4/21 Holliday.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021097	6/1/2021		Rat complaint	Pending		

Notes

Note
No response from owner, possibly inherited. Seeking owner information.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021094	6/23/2021		AT&T STARTING WORK WITHOUT PERMIT AND PLANS WILL NEED TO BE MODIFIED IN ORDER TO APPROVE.	Closed		

Notes

Note
A right of way has been obtained.

						\$0.00
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Total Records: 30

7/13/2021

Building Activity Report

Building Activity October 1, 2020 to September 30, 2021

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-20	84	58	151	\$13,016.40	6	\$2,168,231
Nov-20	92	66	91	\$12,601.91	4	\$1,973,657
Dec-20	98	64	115	\$12,967.22	3	\$1,192,593
Jan-21	97	52	112	\$16,389.85	9	\$1,400,891
Feb-21	112	95	139	\$22,409.82	11	\$2,442,996
Mar-21	148	95	199	\$19,042.59	10	\$2,598,077
Apr-21	121	66	181	\$16,500.07	6	\$1,276,435
May-21	136	72	200	\$21,496.35	15	\$2,097,499
Jun-21	115	87	116	\$18,324.92	10	\$1,425,360
Jul-21						
Aug-21						
Sep-21						
Totals	1003	655	1304	\$152,749.13	74	\$16,575,739

Building Activity October 1, 2019 to September 30, 2020

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-19	109	72	154	\$18,140.88	8	\$2,635,167
Nov-19	104	42	137	\$17,620.03	10	\$789,285
Dec-19	75	48	125	\$16,678.57	3	\$2,525,584
Jan-20	119	86	167	\$20,808.16	8	\$2,156,052
Feb-20	108	78	155	\$25,276.96	11	\$1,069,889
Mar-20	111	63	171	\$18,273.82	10	\$1,120,506
Apr-20	89	56	141	\$9,830.49	16	\$714,249
May-20	93	42	141	\$12,256.98	7	\$1,151,998
Jun-20	120	95	131	\$13,684.31	13	\$1,862,633
Jul-20						
Aug-20						
Sep-20						
Totals	928	582	1322	\$152,570.20	86	\$14,025,363
Difference	75	73	-18	\$178.93	-12	\$2,550,376

Fire Marshal Report

Fire Marshal report

Jun-21

Annual Inspections

6/3/2021	252	Third St	Beach Life Law	200 sqft		\$50.00
6/4/2021	254&256	Third St	Capstone Hospitality	2000 sqft	No Bus Lic	\$115.00
6/5/2021	246	Third St	Al's Corp Office	4135 sqft	No Bus Lic	\$115.00
6/6/2021	240	Third St	Al's Pizza	2410 sqft		\$115.00
6/7/2021	302, suite 7	Third St	Geometric Marine Services	200 sqft		\$50.00
6/8/2021	302, suite 6	Third St	Zisser Law	< 500 sqft		\$50.00
6/9/2021	302, suite 3	Third St	Baptist Behavioral	1000 sqft		\$50.00
6/10/2021	1209	Atlantic Blvd	Winn Dixie	41000 sqft		\$115.00
6/11/2021	302 Suite 2	Atlantic Blvd	Law office of Jeff Haynee	200 sqft		\$50.00
6/12/2021	302 Suite 2	Atlantic Blvd	AG 1 Financial	1600 sqft		\$50.00
6/13/2021	302 Suite 2	Atlantic Blvd	Courtney Walters Esq	200 sqft	No Bus Lic	\$50.00
6/23/2021	200	Third St	Kamiya 86	4350 sqft		\$115.00
6/23/2021	406	Atlantic Blvd	Walgreens	13500 sqft		\$115.00
6/23/2021	414	Atlantic Blvd	CVS	10594 sqft		\$115.00
6/28/2021	560	Atlantic Blvd	Ameris Bank	2000 sqft		\$115.00
6/30/2021	524	Atlantic Blvd	Popeyes 156	2200 sqft		\$115.00
6/30/2021	436	Atlantic Blvd	Bel Marmi (office)	> 12,000 sqft		\$115.00
6/30/2021	436 A	Atlantic Blvd	Bel Marmi (showroom)	6500 sqft		\$115.00
			Total		18	\$1,615.00

Reinspection

6/1/2021	211	Atlantic Blvd	Fire Sprinkler Repair			
6/9/2021	1209	Atlantic Blvd	Fire Sprinkler Emergency repair			
6/16/2021	216 B	First St	Kybs	ok		
6/16/2021	216A	First St	First Society	ok		
6/16/2021	201	Lemon St	Jaffi's	ok		
6/16/2021	200	First St	Bali Cargo	resch 7-13-21		
					6 inspections	

New Businesses

6/1/2021	252	Third St	Business	1000 sqft	APPROVED	\$50.00
6/7/2021	302 Suite 2	Atlantic Blvd	Courtney Walters Esq	200 sqft	No Bus Lic	
6/2/2021	254&256	Third St	Capstone Hospitality	2000 sqft	No Bus Lic	
6/2/2021	246	Third St	Al's Corp Office	4135 sqft	No Bus Lic	
6/15/2021	1529	Atlantic Blvd	Kick Butt Vapor	1000 sqft		\$50.00
6/18/2021	1225 st 504	Atlantic Blvd	Rejuvenation Bar Jax Beaches	200 sqft		\$50.00
			Total		6	\$150.00

Building Plan Review

630	1822	Kings Way	Garage Door		0.5	
642	1515	Kings Rd	covered porch		0.75	
678	1529	Atlantic Blvd	sign permit		0.5	
663	1010	Florida Blvd	Replace rear sliding door		0.5	
665	707	MCCollum Cir	Windows		0.5	
655	1421	Penman Rd	Porch & Pavers		1.5	
641	516	First St	demo screen porch new stairs		1.0	
450	1507	Forest Marsh Dr	interior remodel		2.5	
715	1310	Florida Blvd	Garage Door		0.5	
713	124	Myrtle St	Garage Door		0.5	
721	138	Sand Castle Way	Windows		0.5	
734	428	Bowles Street	bath remodel		0.5	
746	317	Driftwood Rd	replace sliding door		0.5	
745	117	Florida Blvd	Replace window & doors		0.5	
737	244-46	Myra St	window replacement		0.75	
	14			Total Hr.	11.5 @ \$40.00	
				savings		\$460.00

Fire Plan Review

644	610	Florida Blvd	Fire Suppression System			\$75.00
643	6140	Florida Blvd	Grease Hood			\$75.00
736	610	Florida Blvd	Fire Sprinkler			\$75.00
					3 hours	\$225.00

Development Plan Review

New Construction Inspections

6/1/2021	628	Atlantic Blvd	Fire Final	Failed		
6/2/2021	628	Atlantic Blvd	Fire Re-inspection			

Floodplain related

6/15/2021	EVALUATED CANALS WITHIN NEPTUNE BEACH PHOTOS TAKEN				8 Hours	
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Elevation Certificate

6/28/2021	2017	Marsh Point Rd	AE	letter written received copy	1	
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**SPONSORED BY:
VICE MAYOR JONES &
COUNCILOR MESSINGER**



ORDINANCE NO. 2021-__

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ENACTING A TEMPORARY MORATORIUM TO PROHIBIT THE ACCEPTANCE OR PROCESSING OF CERTAIN APPLICATIONS FOR DEVELOPMENT ORDERS OR ANY OTHER OFFICIAL ACTION OF THE CITY HAVING THE EFFECT OF PERMITTING OR ALLOWING FOR THE ISSUANCE OF A DEVELOPMENT PERMIT OR RELATED APPROVAL AS SET FORTH IN CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, DIVISION 2, DEVELOPMENT REVIEW SECTIONS 27-76 THROUGH 27-88 IN THE CENTRAL BUSINESS DISTRICT AND COMMERCIAL C-1 ZONING DISTRICT; PROVIDING FOR A TEMPORARY MORATORIUM TERM TO BE EXTENDED IF NECESSARY BY THE CITY COUNCIL; PROVIDING FOR EARLY TERMINATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations and land use plans to ensure their health, safety and welfare; and

WHEREAS, to protect the public health, safety and welfare of its citizens, the City of Neptune Beach wants to review and discuss its regulations regarding development, as defined in Section 27-15, within the Central Business District and Commercial C-1 zoning district; and

WHEREAS, the City Council has undertaken the process for the adoption of a new comprehensive plan and has submitted such plan to the Department of Economic Opportunity; and

WHEREAS, the City Council has also undertaken a process to analyze, revise, and refine the land development regulations contained in Chapter 27 of the City's Code; and

WHEREAS, the City Council has hired the services of Dover, Kohl & Partners, an

award-winning planning firm, to assist with the comprehensive plan and land development regulation revision process; and

WHEREAS, the City and Dover, Kohl and Partners have conducted numerous forums, charettes, meetings, and collected feedback regarding the desires of the residents and stakeholders within the City regarding such matters; and

WHEREAS, the information received from such efforts demonstrates that revisions to the City's regulation of development within the Commercial Business District and Commercial C-1 zoning district are necessary to ensure the health, safety and welfare of the City's residents, businesses, and visitors; and

WHEREAS, the City Council determines that additional time is required to adopt the proposed comprehensive plan and to prepare and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances regarding development in the Central Business District and Commercial C-1 zoning district; and

WHEREAS, a temporary moratorium on the processing of applications for, and the issuance of development permits, approvals, or any other official action of the City of Neptune Beach permitting development in the Central Business District and Commercial C-1 zoning district will allow time to prepare and adopt such amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances and the comprehensive plan; and

WHEREAS, proper notice has been given of the public hearings of this proposed ordinance and of the public hearings in the City Council Chambers; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida and that it advances a significant and important governmental interest;

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

ARTICLE III. – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES

Sec. 27-89.

(a) **Purpose.**

(1) The purpose of this ordinance is to enable the City of Neptune Beach sufficient time to review information collected and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances and the proposed comprehensive plan, relating to development in the Central Business District and Commercial C-1 zoning district. The City will not accept any application or issue any approvals for development orders, development permits, or other development approvals authorizing development in the Central Business District or Commercial C-1 zoning district, except as provided in this ordinance, or as may otherwise be required by applicable law.

(2) It is further the purpose of this Ordinance to fulfill the City's constitutional charge and statutory obligations to protect and preserve the public health, safety and welfare of the citizens of the City of Neptune Beach, regarding development in the Central Business District or Commercial C-1 zoning district; and thus defer official government action until the City of Neptune Beach has properly analyzed the data it has collected and adopted amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances and comprehensive plan, as necessary.

(b) Imposition of Temporary Moratorium.

No application for approval of development or any other official action of the City having the effect of permitting or allowing development in the Central Business District or Commercial C-1 zoning district may be accepted or processed or approved by the City, except as may be required by applicable law or as provided below. To the extent such an application is submitted, the City staff is authorized to take action to deny such application during the term of this moratorium.

(c) Term.

The moratorium imposed by this ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve in three hundred and sixty-five (365) days from the effective date of this ordinance, unless extended in accordance with applicable law. This moratorium may be reasonably extended, if necessary, by ordinance of the City Council.

(d) Early Termination.

The moratorium imposed by this ordinance may terminate prior to its term upon the passage of an ordinance regulating, permitting, or allowing development in the Central Business District or Commercial C-1 zoning district, provided:

- (1) Specific language terminating the moratorium is contained within said enacted ordinance; or by
- (2) Passage of another ordinance providing for termination by the City Council.

(e) **Repeal of Laws in Conflict.**

All local laws and ordinances in conflict with any provision of this ordinance are hereby repealed to the extent of any conflict.

(f) **Effective Date.**

This ordinance shall take effect immediately upon passage after second reading/public hearing.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key

Passed on First Reading this _____ day of _____, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key

Passed on Second and Final Reading this _____ day of _____, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents

Zachary Roth, City Attorney