



AGENDA (Amended)
Special and Workshop City Council Meeting
Monday, April 17, 2023, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. CONSIDERATION OF APPROVAL OF JAMIE HERNANDEZ AS CHIEF FINANCIAL OFFICER
3. RESOLUTION NO. 2023-04, A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, REQUESTING THE CITY OF ATLANTIC BEACH TO PERMIT CONNECTION FOR FIRE SUPPRESSION PURPOSES p. 3
4. RESOLUTION NO. 2023-05, A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, OPPOSING HOUSE BILL 1331 BY REPRESENTATIVE BUSATTA CABRERA AND SENATE BILL 1380 BY SENATOR MARTIN RELATING TO MUNICIPAL UTILITIES p. 4
5. RESOLUTION NO. 2023-06, A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AND DELIVER THE ATLANTIC BOULEVARD MAINTENANCE AGREEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION p. 6
6. PUBLIC COMMENTS
7. ADJOURNMENT

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. 21
4. COMMITTEE REPORTS
 - A. Charter Review
 - B. Finance
 - C. Land Use and Parks
 - D. Transportation and Infrastructure Planning
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES
 - A. Proposed Ordinance, An Ordinance Creating Section 14-12, Chapter 14 (Offenses); Governing Waste from Tree Trimming and Removal; Providing for Severability; Providing an Effective Date. p. 36
 - B. Proposed Ordinance, Regulation of Smoking in Public Parks/Beaches p. 40

7. CONTRACTS / AGREEMENTS / NONE
8. ISSUE DEVELOPMENT / NONE
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN



Residents attending public meetings can use the code **1LWE** 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."



RESOLUTION NO. 2023-04

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, REQUESTING THE CITY OF ATLANTIC BEACH TO PERMIT CONNECTION FOR FIRE SUPPRESSION PURPOSES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach (the “City”) previously entered into that certain Development Agreement dated March 1, 2021 and recorded at Official Records Book 19662, Page 1438 of the current public records of Duval County, Florida with Neptune Beach, FL Realty, LLC (“Owner”) regarding that real property described on Exhibit A to such agreement (the “Property”); and

WHEREAS, on April 3, 2023, the City adopted that certain First Amendment to Development Agreement, creating a provision with regard to fire suppression at the Property; and

WHEREAS, the First Amendment to Development Agreement contemplates that, if an extension of water service from the City of Atlantic Beach is constructed in the future, an additional connection be requested and, if approved, installed to such extension by Neptune Beach, FL Realty, LLC solely for purposes of fire suppression in the building located on the Property.

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

SECTION 1. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. The City requests that the City of Atlantic Beach permit a connection by the Owner solely for purposes of fire suppression to any future extension of water service constructed to the southerly portion of the Atlantic Boulevard right-of-way.

SECTION 3. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. This resolution shall become effective immediately upon passage and adoption by City Council.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Special City Council Meeting held this 17th day of April, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, OPPOSING HOUSE BILL 1331 BY REPRESENTATIVE BUSATTA CABRERA AND SENATE BILL 1380 BY SENATOR MARTIN; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach (the “City”) has chosen to operate a water and wastewater utility for the benefit of all customers receiving water and wastewater utility services from the City; and

WHEREAS, House Bill 1331 and Senate Bill 1380 were introduced at the state level this legislative session and would allow the state to set a cap on transfers of municipal electric, natural gas, water, and wastewater utility revenues to a municipal general fund to finance general government functions by dictating the limitation on the amount of such general fund contributions; and

WHEREAS, revenue from operation of the water and wastewater utilities may be transferred to the City’s general fund and used to provide other services to the City’s residents and businesses; and

WHEREAS, adoption of House Bill 1331 and Senate Bill 1380 would only serve to further hamstring a local government’s ability to effectively utilize its financial resources to provide the programs and services it deems most appropriate to meet the needs of residents and visitors of its community; and

WHEREAS, the Council finds that the potential harm to the City/Beaches Energy Services is sufficient that the Council should inform the Florida Legislature that it is opposed to House Bill 1331 and Senate Bill 1380 and urges the Florida Legislature to defeat both bills.

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

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Opposition of HB 1331 and SB 1380. The City Council of the City of Neptune Beach hereby strongly opposes HB 1331 and SB 1380, relating to municipal utilities, and respectfully urges the Florida Legislature to reject House Bill 1331 and Senate Bill 1380 as currently drafted, and to withhold support until substantial revisions exempting or otherwise reducing negative impact or effect on the City of Neptune Beach are incorporated into the final version of such legislation.

SECTION 3. Distribution. The City Council directs the City Clerk to transmit a copy of this resolution to the Florida Governor, the City of Jacksonville, the Florida League of Cities, the Duval County Legislative Delegation, and the Florida Rural Water Association for distribution.

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Elaine Brown, Mayor

Catherine Ponson, City Clerk

Approved as to form and legal sufficiency:

Zachary R. Roth, City Attorney



Special Meeting Agenda Item #5
 Res. No. 2023-06
 FDOT Maintenance Agreement

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

AGENDA ITEM:	Res. No. 2023-06-Authorization for Interim City Manager to Execute and Deliver the Atlantic Boulevard Maintenance Agreement to Florida Department of Transportation
SUBMITTED BY:	FDOT, District 2
DATE:	April 12, 2023
BACKGROUND:	<p>This is a new three-year agreement with FDOT for the maintenance of Atlantic Boulevard from the east end of the ICW to Florida Boulevard.</p> <p>The new agreement is for the period from October 1, 2023 to September 30, 2026.</p>
BUDGET:	See agreement
RECOMMENDATION:	Approve the three-year agreement with FDOT
ATTACHMENT:	Resolution No. 2023-06 FDOT Maintenance Agreement



RESOLUTION NO. 2023-06

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AND DELIVER THE ATLANTIC BOULEVARD MAINTENANCE AGREEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the “**FDOT**” finds it is necessary for the City of Neptune Beach, hereinafter referred to as the Maintaining Agency, to provide the maintenance of Atlantic Boulevard from the east end of the ICW Bridge to Florida Boulevard, and to execute and deliver to the FDOT the agreement identified as the Contract Renewal for Maintenance, covering the period of **OCTOBER 1, 2023** through **SEPTEMBER 30, 2026**, hereinafter referred to as the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAINTAINING AGENCY:

That, Richard Pike, Interim City Manager, be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution shall be forwarded to the FDOT along with the executed Agreement.

The above resolution was introduced and adopted by the **CITY OF NEPTUNE BEACH** at a Special Meeting on the 17th day of April, 2023

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and **City of Neptune Beach, Florida** ("Agency").

-RECITALS-

1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and
2. The Agency desires to construct or install various improvements in order to improve the aesthetic appearance of the Property, including N/A (collectively "Improvements"); and
3. The Agency desires to assume the maintenance responsibilities of the Property and all Improvements; and
4. The Property is within or adjacent to the corporate limits of the Agency; and
5. The Department is amenable to the Agency's desires and will compensate the Agency for their maintenance efforts pursuant to Section 335.055, Florida Statutes, and in accordance with the terms and conditions of this Agreement; and6. The Agency will be compensated quarterly at such time as Agency provides a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities required by the terms and conditions of this Agreement; and
7. The Agency, by Resolution No. _____ dated _____, attached as Exhibit "C", authorizes its officers to enter this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits, if any, are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on **10/1/2023**.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, Duval County, Florida and other local governmental entities (“Governmental Law”).

6. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit “A”, the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department’s Maintenance Rating Program (“MRP”) Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-1, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property or Improvements has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall, at a minimum, maintain all turf and landscaped areas within the Property, including, without limitation, by performing the following:

(1) Routinely mow, cut and trim all grass and turf-(total greenscape) a minimum of 1 time per calendar month, as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida “Guide for Roadside Vegetation Management” (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees a minimum of 1 time per calendar month, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants a minimum of 1 time per calendar month; and

(4) Routinely keep litter removed from the Property a minimum of 1 time per calendar month; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters a minimum of 3 times per year on a 4-month cycle, i.e., March, July, October; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters a minimum of 1 time per calendar month.

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, shall: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

7. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Standard Plans, Index 102-600; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

8. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Property or Improvements if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

9. ADDITIONAL LANDSCAPING

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

10. PERMISSIVE USE

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. REMOVAL

The Department may require modification, relocation or removal of the landscaping, plants, trees, and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

13. PAYMENTS TO AGENCY

A. The Department shall compensate the Agency for the performance of this Agreement in the amount of **\$1,809.25 per quarter** for a total sum of **\$7,237.00 per year**. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement, upon the Department's written acceptance of the Agency's completion of the quarterly maintenance responsibilities by the Department. The Department shall suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

B. Prior to each quarterly payment, the Agency shall provide a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables of the maintenance responsibilities established in Paragraph 6(B)(1-7), above, as required by the terms and conditions of this Agreement.

14. PAYMENTS TO DEPARTMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from times to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attn.: Maintenance Manager/Contracts
2198 Edison Avenue
Jacksonville, Florida 32204

Agency: City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

22. ASSIGNMENT

The Agency may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform this Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

25. ENTIRE AGREEMENT

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

33. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this

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

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of nine (9) pages, exclusive of exhibits.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Secretary

Title: Executive Secretary

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

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SIGNATURES ON FOLLOWING PAGE***

Agency

By: _____

Printed Name: Greg Evans

Title: District Secretary

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"

(City of Neptune Beach)

MAINTENANCE LOCATIONS

State Road No.	Street Name	From	To	Litter Removal (acre)	Small Machine Mowing (acre)	Slope Mowing (acre)	Curb/Sidewalk Edging (mile)
				541	485	482	545
10	Atlantic Blvd.	East end of ICW Bridge	Florida Blvd.	5.98	4.24	0.75	0.38
			Totals	5.98	4.24	0.75	0.38
			Cycles Per Year	12	9	4	2
			Total Qty's. Per Year	71.76	38.16	3.00	0.76
			Quarterly Totals	17.94	9.54	0.75	0.19
			Unit Cost	\$12.42	\$144.98	\$131.26	\$552.00
			Total Cost Per Year	\$891.26	\$5,532.44	\$393.78	\$419.52
						Overall Yearly Cost	\$7,237.00
						Quarterly Amount	\$1,809.25

EXHIBIT "B"
(MAINTENANCE ACTIVITIES CHART)

Activity Number	Activity Title	Activity Description
485	Small Machine Mowing	Mowing the roadside with small hand or riding mowers having a cutting width of 40 inches or less.
482	Slope Machine Mowing	Grass, brush and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
541	Roadside Litter Removal	Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
545	Edging and Sweeping	Removal of vegetation and debris from the curb, gutter and sidewalk.

Agreement #:

Quarterly Billing Period:

Work Activity Number	Unit of Measure	Units Completed	Completion Date	Completion Date	Completion Date
485	Acre				
482	Acre				
541	Acre				
545	Mile				

EXHIBIT "C"
(RESOLUTION)

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
CITY MANAGER'S OFFICE					
Waste Pro USA Refund Request	Letter Sent to Waste Pro 11.2.2022; Meeting with Their Lobbying Attorney on 11.16.2022	N/A	11.1.2022	In Progress	
Neptune House Rentals	Recent bookings: 4/29/2023 (10:30 am-1:30 pm) for a baby shower; 5/07/2023 for a baby's birthday party; 7/22/2023 for a 60th birthday party	N/A	N/A	1/11/2023	On-going
Beach Recycling, Container Improvements and Educational Signs at Beach Accesses	- New Budget Cycle Allows for Purchase of Refuse Containers, currently on pause while emergency repairs are made to beach accesses - 4/6/23 - Staff is requesting further direction on this issue	\$30,000+/-	6.1.2022	Paused	
Waste Pro Liquidated Damages	Liquidated damages calculated monthly for missed residential collections.	N/A	N/A	N/A	On-going
CITY CLERK					
Town Hall Style Meeting Discussion	Discussed at November 7, 2022 Regular Council Meeting Will continue discussion of potential meeting dates and times after new year				
Archived and Moved City Documents from City Hall to Storage Unit	Historic City Documents are labeled with retention period based on schedule from Florida Division of Library and Information Services		4/12/2023		On-going; will maintain records to be kept and report to Florida Records Management Services
Recorded Executed Development Agreement with Duval Clerk	Amended Development Agreement with Neptune Beach, FL Realty LLC required recording with Duval Clerk; recorded on April 4, 2023 Doc. 202306529, OR BK 20633, pg 79-87		4/4/2023		4/4/2023
HUMAN RESOURCES					
Open Positions	Currently recruiting for 8 positions.			in-progress	on-going
Public Works Director Hired	Deryle Calhoun started employment.		3/20/2023		
City Engineer	Bob Phillips to fill open position.		4/10/2023		
Promotions in Public Works	Luke Bridges - D&C Division Chief Robert Jones - D&C Crew Chief		03/10/2023 03/18/2023		
CFO - recruitment	Staff identified candidate, Jamie Hernandez, for CFO position.		4/3/2023		
City Manager selection process	Posting closed March 31, 2023. Staff received 40 applications. Currently reviewing application packets and scheduling phone interviews.			in-progress	
Northeast Florida Safety Council	Registering the city with the NEFSC to ascertain safety support services to help build City's safety program.			in-progress	
Conducted supervisor training for Public Works Supervisors	Completed 03/31/2023				
ADP/ Paycor	Currently meeting with payroll/HRIS system companies to determine the best system to implement.			in-progress	

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
FINANCE DEPARTMENT					
Tyler Technologies Financial Software Replacement	First phase of implementation to be completed month end		6/28/2022	Ongoing	
Reconciling Waste Pro Franchise Fees	Ongoing		11/1/2022	Ongoing	
Year End Tax Forms for Employees	Create W2 for Employees/ Send Final 941/ IRS Regarding Payroll Taxes		1/1/2023	Completed	1/31/2023
Fiscal Year 2021 Audit	Field work and analysis		3/31/2023	In progress	4/7/2023
Banking Combination	1 out of 3 accounts closed. Still processing the others		2023	Last Stage	
Fiscal Year 20-21 Financial Reports	Waiting for Draft Financial from Purvis Grey		5/15/2023	In Progress	
Meeting with Purvis and Grey to plan audit for FY 21-22	Waiting respond P&G to determine date				
Initial Audit Planning	To be determined after meeting				
Tyler Technologies Financial Software Replacement	Second phase implementation:		5/31/2023	Ongoing	
Fixed Assets	Fixed Assets has been installed and 70% of assets uploaded			In Progress	
Inventory Module	On hold until Deryle is ready to start project			On hold	
Police Pension Audit	Files submitted to Foster & Foster. Answering question as requested.		5/31/2023	last Stages	
FEMA	Completed submission for COVID and Ian. Must Complete Nichol by end of June			Ongoing	
PLANNING AND COMMUNITY DEVELOPMENT					
Building Department Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Code Enforcement Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Commercial Fire Inspection Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Community Development Board Meeting	Meeting scheduled for 4/12/23. There is one special exception and two workshop items.	N/A	ongoing	4/10/2023	Monthly

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PLANNING AND COMMUNITY DEVELOPMENT					
CRA: Finding of Necessity Research Data Collection and Analysis	Staff has placed this on hold pending the LDC adoption	N/A	N/A	Completed	TBD
CRA: Networking and Outreach	On hold	N/A	N/A	Ongoing: Potential for updating by SNF/UF AIS & the City of Neptune Beach	TBD
CRA: Submit Finding of Necessity to DEO and Taxing Authorities	On hold	N/A	N/A	Ongoing: Potential for updating by SNF/UF AIS & the City of Neptune Beach	TBD
CRA: Board Meeting	On hold	N/A	N/A	Ongoing: Potential for updating by SNF/UF AIS & the City of Neptune Beach	TBD
CRA: Creation of the CRA Plan and Establishing a CRA Trust Fund	On hold	N/A	N/A	Ongoing: Potential for updating by SNF/UF AIS & the City of Neptune Beach	TBD
Creation of GIS Maps for City	Firemarshal has created base layers and begun creating shapefiles for city infrastructure, parcels, and other relevant data.	N/A	On going	4/10/2023	TBD
Updating Sections of LDC	Sections to be Updated Based on Feedback from Staff, CDB and Council to included: 1) Garages, 2) South St Rezoning, 3) Buffer Landscaping for Residential, 4) RV and Commercial Vehicles in residential, 5) Duplexes in the RC, and 6) Historic preservation as a finding of fact	NA	Currently Ongoing	4/10/2023	4/17/2023 Council Workshop
Fee Resolution	Resolution 2022-07 passed by Council on 11/07/2022 - some fees need to be updated	N/A	5/1/2023	In Progress	8/1/2023
GRANTS & RESILIENCY					
Jarboe Park Phase 1 - Tennis, Pickleball Courts & Volleyball Courts - Opening	Additional Landscaping - Grading and spreading of grass seed completed, winter rye seed spread on 11/8, additional seed to be spread prior to next rain		1/1/2021	4/7/2023	Completed
Jarboe Park Phase 1 - Tree Planting	Landscaping Contractor responding to comments from COJ Arborist, Contractor is now regularly watering, trees to be reset after storms. COJ 6-month inspection completed in January		1/1/2021	4/7/2023	Completed
Jarboe Park- Additional Shade Structures	- First quote for additional shade received week of 5/2/2022, shades taken down for storm, Public Works has ordered tool needed for re-installation, re-installed after Ian, no damage from Nicole - 4/06/23 - Staff is requesting further direction on this issue.		5/1/2022	Paused	In progress
Resiliency Lab at Jarboe Park - StormSensor Expansion	- City Council approved 5/2/2022, Sensors installed 5/9 to 5/20/2022 with follow-up work on week of 6/20/2022, Demo at City Hall on 6/30/22, Maintenance work on 12/14 and in Jan. - Week of 3/27/23 contractor on-site for additional maintenance		5/1/2022	4/7/2023	In progress
Community Resilience Planning Grant	-\$100,000 grant announced on 5/3/2022, initial grant documents received 5/9/2022, UF drafting scope, Expansion Grant application submitted 9/1/2022, funding to be announced in early 2023 - Staff waiting on FDEP amended grant agreement. An additional \$80k has been awarded.	\$100,000 (Reimbursable Grant)	5/3/2022	4/7/2023	In progress
COJ Penman Road Complete Streets Project Study	- Community Meeting on 12/15/2021, design phase to begin 1/1/2023, staff level Stakeholder meeting held end of August, COJ is scheduling an upcoming community meeting early 2023		10/1/2021	4/7/2023	In progress

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
GRANTS & RESILIENCY					
FDOT Atlantic Blvd and Third St Intersection Improvements and Bay Street Pedestrian Hybrid Beacon and Crosswalk	- Construction started on 1/3/22 - schedule delayed because new drainage structure had to be added to the project for Jax Beach Beacon, Completion anticipated by early 2023. Formwork and initial concrete poured for path connection to Jarboe Park. - Staff waiting on agreement from COJ for maintenance of new signals.		7/1/2021	4/7/2023	In progress
POLICE DEPARTMENT					
NBPD A/C System Overhaul	Pending equipment	\$18,000.00	3/1/2023	Active	In Progress
Motorola P1 Computer Aided Dispatch (CAD) Project	Pending New Computers Config.	\$35,000.00	7/12/2019	Active	In progress
2021-JAGC-DUVA-4-3B-127 (Ammo)	Pending receipt of reimbursement from State of Florida. Post-award Audit completed and all docs sent to FDLE	\$52,858 (+/-)	1/1/2021	2/1/2023	In progress
2023-JAGC-DUVA- (TBD) "Technological Adv. Project"	Applied for Grant	\$53,007.00	11/2/2022	Pending Application	In progress
DUI Unit Body Worn Camera (BWC) & In-Car Camera Project	ALPR feed successfully established & functional in field units. Developing BWC training.	\$7,748.00	7/13/1905	1/12/2023	In progress
Patrol Rifle Refresh	Items Ordered - Pending Arrival	\$5,000.00	7/13/1905	Active	Pending
Narcan Initiative	Received 50 doses from HIDTA. Pending Training & Deployment	\$0.00	6/8/2022	Active	In progress
Forms Refresh	An in-depth review and redesign of all PD forms to ensure uniformity, compliance and standardization	\$0.00	7/14/1905	On-going	In progress
Training	FDLE Mandate De-escalation training Curriculum being developed	N/A	12/15/2022	Active	In Progress
Surplus Vehicles	Sale of Surplus Vehicles	(+) 8,000.00	12/1/2022	Completed	3/10/2023

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PUBLIC WORKS DEPARTMENT					
CUP Renewal and well relocation design	Professional Services: -The Supplemental Agreement with Consultant was approved during 1/03/22 Council meeting - Kick-off meeting with Consultant on 1/14/22 - Consultant submitted CUP renewal permit application to SJRWMD on 6/10/2022 - Consultant submitted draft RAI response to SJRWMD on 12/21/22 - SJRWMD sent draft Request for Additional Information (RAI) on 1/26/23 - Meeting scheduled with Consultant on 1/9/23 to review SJRWMD's RAI - Briefing held with Consultant and new PW Director 4/04/23. Consultant to gather information regarding current health of Wells 1, 3 and 4; a decision can then be made regarding any replacement of Well 2. Budget level impact of over \$2M for a new well. Consultant to request extension of response to RAI per SJRWMD direction.	Consulting Fee: \$421,000	1/7/2022	4/7/2023	On-Going
Phase I WWTF improvements to address the Consent Order	- Kick-off meeting with the City's Consultant held 1/10/22 - Consultant coordinating with FDEP on consent order modifications - Consultant analyzed existing data, BioWIN modeling and preliminary sizing calculations for plant 2 modifications - Cost share grant agreement up to \$437,500 approved during 10/3/22 Council meeting and returned to SJRWMD - 30% design review meeting conducted on 10/6/22 - Consultant scheduled FDEP permit pre-application on 11/16/22, but FDEP staff was not able to attend and rescheduled to 12/06/22 - 75% design review meeting held on 11/17/22 - FDEP pre-application meeting held on 12/6/22 - Consultant working on preparing FDEP permit application - Consultant working through unforeseen existing conditions related to the electrical and structural design - Briefing held with Consultant and new PW Director 3/28/23 - Consultant provided high planning level estimate at around \$2.4 million prior to the +50%/-30% AACE capital cost range - Follow-up technical meeting held 4/06/23	Consulting Fee: \$412,096.43	12/9/2021	4/7/2023	On-Going

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Stormwater strategic planning	<ul style="list-style-type: none"> - Kick-off meeting held 12/21/21 - Coordinated public engagement meeting - Prepared public notice and coordinating advertisement of public meeting - Held Public Outreach meeting 3/30/22 to collect public input as a stakeholder in the planning process - Consultant developed two concept plans for the 400 block South Street drainage concerns - Consultant working on a draft Construction Management at Risk (CMAR) solicitation document. Based on discussion with new Director and Consultant, CMAR will not be pursued. - Consultant prepared draft stormwater strategic plan technical memorandum - Draft stormwater strategic plan presented to Transportation & Infrastructure Planning Committee on 9/9/22 - Briefing held with Consultant and new PW Director 3/30/23; need to schedule follow-up presentation to Transportation & Instructure Committee to finalize plan and present budgetary costs for top projects 	Consulting Fees: \$252,817	12/9/2021	4/7/2023	On-Going

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PUBLIC WORKS DEPARTMENT					
SB 64 planning	<ul style="list-style-type: none"> - Working with Consultant along with the COJB and COAB to set up a joint meeting to discuss scoping sometime in the middle of January 2022. - January 5, 2022 FDEP notified Public Works that we 84 days to submit an approvable cover letter and plan. - Beaches coordination meeting on 1/20/2022. - Submit RAI response to the FDEP on 3/29/2022. - On 3/29/2022 FDEP responded they will let us know if they have any more questions, but think it should be good. - Consultant coordinating with other the beach communities for contracting and awaiting the other beach communities. - Discussed reaching out to JEA to request a meeting to explore what options that may have for consideration. 	Consultant Fees: TDB	TBD	March 30, 2022	Ongoing
City Signage Inventory (AgileMapper)	- Planning to start the City signage inventory after the pavement assessment is completed	Software as Service Cost: \$5,000/yr.	October 14, 2021	September 30, 2022	Planned
MS4 annual reporting	<ul style="list-style-type: none"> - Annual report due 3/31/23 - Supplemental Agreement No. 3 approval by Council 1/03/23 - Onsite meeting with Consultant on 2/2/23 and 2/3/23 to collect data - Final meeting held with new PW Director on 3/30/23 - Consultant submitted report on 3/31/23 	Consulting Fees: \$20,000	1/16/2023	4/7/2023	3/31/23

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
SENIOR ACTIVITY CENTER					
CDBG Contract 2023-2024	Grant Submitted January 2023	Requesting \$48,000	10/1/2023	PENDING	EST. APPROVAL SUMMER 2023
SENIOR SERVICES DELIVERED YTD (OCT. 1, 2022-MARCH 31, 2023)	383	NA	10/1/2022	ONGOING	SEPT. 30, 2023
Building porch, parking lot, storm water runoff, landscaping	Bids received March 29, 2023	TBD	8/1/2022	IN PROCESS	Council decision April-May 2023
NBSAC Health & Wellness Fair	Partnering with JBWC	NA	4/12/2023	planning	4/12/2023
HEAL SURF CAMP	Planning PHASE	NA	JUNE 13 & 14, 2023	IN PROCESS	NA
JAX BEACH WOMANS CLUB GRANT REQUEST	IN PROCESS \$5,000 request for transportation assistance	NA	5/1/2023	IN PROCESS	SUMMER 2023
Day Trip/Cultural & Social Experience	St. Johns River Cruise-Educational/Cultural/Social	NA	5/17/2023	tickets secured; logistics planned	Wednesday May 17, 2023
Travel Club Opportunities	Planning with Premier World Discovery & Overseas Adventure Travel, & Collette	Fundraising-\$40,000 est.	2023	Presentations on going	May 3 & May 31, 2023
Eckstein Foundation Visit	Scheduled April 17, 2023	NA	Ongoing	Ongoing	NA
CDBG 6 month review with COJ	18-Apr-23	NA	Oct. 1, 2022	Ongoing	30-Sep-23
Eckstein Foundation Award 2023 /construction of porch	In process \$100,00	NA	Ongoing	TBD	TBD
MOBILITY MANAGEMENT					
Neptune Beach resident parking program setup per Resolution 2022-05	Validations are fully operational (meters and app). Resident applications are being processed as they come in. The last phase being completed is public outreach.	\$1,500.00	5/10/2022	2/10/2023	Validation project completed. North Beaches Parking resident page and City website updated. Facebook post scheduled. The last step to be completed is water bill inserts.
NuPark Troubleshooting	Tentative solution proposed by NuPark/T2 programming team. Testing for efficacy. Last failure reported 2/11/23.	N/A	11/1/2023	4/4/2023	In Progress
Cash Operations Assessment & Cashless Conversion	All meters are cashless	N/A	11/1/2023	3/10/2023	Completed 3/10/2023
Update of Violations / Citations Database	Compiling documentation from city ordinances and/or state statutes. To be reviewed by City Attorney. Drafting updated SOP needed for parking ambassadors regarding procedural changes.	N/A	1/1/2023	4/4/2023	In Progress
Review and Updates to Current Signage	Inventory of signs procured. Drafting priority list of signage needs. Requested through Bold City Signs. Working on templates.	Approx. \$75 per sign	1/1/2023	4/4/2023	In Progress

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
MOBILITY MANAGEMENT					
Complete Set of Mobility Management Dept SOPs	Staff has identified a need for a set of SOPs specific to some of our department equipment and procedures. First draft has been completed; reviews and edits are in progress.	N/A	2/1/2023	4/4/2023	In Progress
INFORMATION TECHNOLOGY					
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.	N/A	10/5/2021	2/10/2023	In Progress
Tyler Technologies Incode Financial Implementation	We have been working on the Tyler Incode 10 test environment.	N/A	10/5/2021	2/10/2023	In Progress
Computer upgrades	In Progress	N/A	10/5/2021	2/10/2023	In progress
Tyler MyCivic Services App implementation	In Progress	N/A	6/10/2022	2/10/2023	in progress
Phone Maintenance	In Progress	N/A	4/1/2022	2/10/2023	in progress
Tyler financial implementation	In Progress	N/A	6/10/2022	2/10/2023	in progress
Upgrade the internet connection with AT&T	In Progress	N/A	10/21/2022	2/10/2023	In progress
New P1 CAD installs for the police mobile devices	In Progress	N/A	10/20/2022	2/10/2023	In progress
Cogsdale upgrade project	In Progress	N/A	10/20/2022	2/10/2023	In progress
Munis/OCTA DID -W setup	In Progress	N/A	10/31/2022	2/10/2023	In progress
Barracuda cloud archiving project	In Progress	N/A	11/10/2022	2/1/2023	Done
My civic app fixing bugs	In Progress	N/A	11/1/2022	2/10/2023	In progress

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 4/12/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PROJECT MANAGEMENT					
Senior Activity Center Exterior and Landscaping Project	<p>4.19.2021 Workshop - Introduction of Ord 2021-04 for professional services</p> <p>6.21.2021 Special Meeting - Approval of CONB RFQ 2021-02 for design services</p> <p>5.2.2022 Meeting - Final Design with requested additional design presented to Council for approval to go out to Bid. Additional design requested by Council at this meeting</p> <p>9.19.2022 Meeting - Bids received over \$300k requiring a formal bid process</p> <p>10.17.2022 Workshop - CONB BID NO. 2022-03 approved for release</p> <p>11.2.2022 - One non-conforming bid received, project placed for re-bid</p> <p>11.3.2022 CONB BID NO. 2022-03 (REBID)</p> <p>11.16.2022 CONB BID NO. 2022-03 due; one conforming bid received</p> <p>12.2.2022 Meeting - Rejection of all bids received</p> <p>1.12.2023 Second ITB submitted to potential bidders</p> <p>2.14.2023 Bid due date extended to advertise within Florida State Statute 255.0525</p> <p>2.21.2023 Meeting - Approval to modify Supplemental Agreement with design firm</p> <p>3.29.2023 Meeting - Two bids received.</p> <p>4.3.2023 Meeting - Award consideration deferred until detailed financial accounting report produced.</p>	\$623,535.68 per consultant's Opinion of Probable Costs	4/19/2021	4/7/2023	TBD
Water Tower Repairs and Maintenance	<p>6.24.2021 – Inspection and specs of ground storage tanks provided to Utility Services/Suez</p> <p>8.2.2021 – Cell Carriers installed antennas on monopole and installed radios in control cabinets</p> <p>2.21.2022 – Utility Services/Suez action items include planning the phasing of the work to minimize road closures, using the limited space available near the water tower and R-O-W across the street, including the park at the 5-way intersection, preparing a site plan, MOT plan, and advertisement that can be used for permitting and community engagement</p> <p>2.24.2022 - Utility Services/Suez inspected the water tower and performed a wash-out of the interior.</p> <p>4.1.2022 – Council approved to move \$250,000.00 into account 401-4336-536-60-63 for Water Services Improvements not Buildings to sandblast the water tower</p> <p>12.7.2022 - Coordinated third-party agreements between T-Mobile, Verizon, Utility Services/Suez, and City to complete the scope of work</p> <p>1.18.2023 – Received Water Tank Maintenance Contract notification that Utility Services/Suez will not be liable for damages to the water tower due to the ongoing delay with the exterior renovation</p> <p>2.23.2023 – Utility Services/Suez provided Verizon with a revised structural analysis purchase order to review the tower's integrity for the proposed new Verizon antennas</p> <p>4.5.2023 – Utility Services/Suez confirmed receipt of Verizon's purchase order and has ordered a structural analysis to evaluate the water tower's integrity to support the revised equipment that Verizon is proposing to have installed.</p> <p>6.5.2023 - Utility Services/Suez will mobilize</p>	\$157,670	2/2/2022	4/7/2023	Project is estimated to be completed on 9/20/23, with the exception of a mural painting, if sought
City Hall Roof Repair	<p>3.6.2023 Meeting – Council approved advertisement of bid</p> <p>3.14.2023 Meeting – Pre-bid meeting held at City Hall</p> <p>3.24.2023 Addendum #1 displayed for bid questions</p> <p>3.31.2023 Bid questions due</p> <p>4.14.2023 Meeting – Bid opening to be held</p>	\$175,000	Pre-bid meeting 3/14/2023	4/7/2023	In progress
Submitted by the Interim City Manager on April 17, 2023					

Building Activity October 1, 2022 to September 30, 2023					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-22	91	85	205	\$30,369.43	\$2,390,976
Nov-22	139	87	215	\$38,808.51	\$4,625,038
Dec-22	101	73	157	22,702.06	\$3,726,454
Jan-23	90	85	195	\$20,532.41	\$2,490,367
Feb-23	131	87	188	\$19,080.38	\$1,332,719
Mar-23	131	88	242	\$26,492.36	\$2,925,374
Apr-23					
May-23					
Jun-23					
Jul-23					
Aug-23					
Sep-23					
Totals	683	505	1202	\$135,283.09	\$17,490,928

Building Activity October 1, 2021 to September 30, 2022					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-21	109	89	124	\$21,333.09	\$2,168,231
Nov-21	99	52	163	\$16,924.29	\$1,973,657
Dec-21	96	72	163	\$25,615.88	\$1,192,593
Jan-22	124	80	193	\$29,540.85	\$1,400,891
Feb-22	110	74	171	\$16,820.09	\$2,442,996
Mar-22	114	87	198	\$21,505.98	\$2,598,077
Apr-22					
May-22					
Jun-22					
Jul-22					
Aug-22					
Sep-22					
Totals	652	454	1012	\$131,740.18	\$11,776,445
Difference	31	51	190	\$3,542.91	\$5,714,483



Case Detail Report

03/01/2021 - 03/31/2021

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021044	3/29/2021		tree removal/ arborist permit	Closed	4/30/2021		Palms in Jarboe park did not survive trans planting and must be removed no permit needed.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021043	3/29/2021	173526 0000	tree removal/ arborist permit		3/29/2021	

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021042	3/17/2021	178692 2034				

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note	Note
2021041	3/25/2021	172481 0022	limb removal	Pending			Good Afternoon, Officer Pike. I live at the corner of Bay and Magnolia Streets and am writing to ask about multiple pairs of shoes hanging in the pine tree behind my house at the corner of Fifth St. and Bay. When my husband and I moved into our home 4 years ago there were shoes hanging in the pine tree and in our very large camphor tree. Our children told us the shoes were a sign that drugs were sold in that area, but I have no idea if there is any truth to that. The last pair of shoes fell out this summer and we thought we were done with it. Recently, we noticed there are now shoes 3-4 pair hanging from the limbs of the pine tree behind our home. Is there a way to remove the limb with all the shoes?	to be cut when scheduled by city yard.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021039	3/24/2021	178077 3136	tree removal/ arborist permit	Closed	4/26/2021		Do you see the drain pipe (4 inch in picture). The tree has to go the roots are causing havoc to it. I will call a plumber every 6 months to deroot it. I am trying to do things the right way and I am hitting a brick wall on My property. I will have a plumber come out soon as I can not see this tree being a focus of My Life. I am not asking the city to pay to remove it. I can only do so much as a Neptune Beach homeowner and tax payer.

Note

This method would allow the removal of the tree with no monetary penalty or replacing the tree of a hard wood species inch for inch. I believe that option 3, is the proper choice for the removal of a tree causing damage to your home and the least costly option to have the protected tree removed from your property. I would only require photos of the damaged pipe or written explanation of the damage that the tree is causing from the plumber. You stated you have already paid the plumber and they should document the service provided on your bill for a statement of services render by a state licensed company.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021038	3/22/2021		Illicit Discharge	Open			Good Morning Officer Dehm, Had a caller named James Bennett (# 904-994-2572) call in today reporting that someone is possibly dumping some type of oil, he thinks it's cooking oil in the ditch at Summer Sands and Atlantic Blvd . Right behind the Community Credit Union. I inquired if he saw anyone and his response was "No". He thinks its a Restaurant, but could not provide specific name.
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021037	3/19/2021	173749 5000	noise and other investigation	Open	3/26/2021		Hello Mr Dehm Thank you so much for meeting with me a few Fridays ago. I wanted to send you the copy of the recording of the back lash I received from my neighbors when I had to call the police last October. Let me know if it plays or if I need to re- send. I wanted to follow up on any next steps about their smoking and loud music. I wanted to find out if it is coming in from the balcony with my door open or if it is only when my door is closed? Right now it is coming into my home because they insist on playing their music right by the shared wall, I hope all is going well let me know if it is all music coming into my home or just if you can hear it from the street. this under investigation.
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021036	3/19/2021	173527 0000	camper	Closed	4/3/2021		Good afternoon We are bringing our camper home late this evening. (was going to do it on Sunday but due to the NorEaster we have decided to move it today) Camper will arrive today 3/19/2021- We will be leaving around noon on Friday 3/26/2021 We will be back home on 4/3/2021 and will get everything serviced and cleaned and take back to storage on Saturday 4/10/2021 Thank you and Have a great weekend
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note

Officer Dehm, Thank you for your response to the matters regarding the contractors at 1717 Strand. You were timely and professional which was appreciated.
 I'm in the initial steps of a complete remodel of my duplex at 1714-1716 Strand. The builder said it was best to move from the house temporarily until work is complete.
 Renting is an option though will be challenging because of my cats and dogs.
 Someone suggested I get an RV or trailer and live on the property during construction. Is this allowed? If so, what are the restrictions? If not, is there any alternative to live outside the house yet on the property during construction? I want to be prepared.
 Thank you in advance, Sharon Jachem.
 I made contractor aware of complaint and provided instructions to follow.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021034	3/17/2021	178077 2062	Illicit Discharge	Closed	3/17/2021		investigation revealed this was only rain water.
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021033	3/17/2021		large hole dug	Closed	3/19/2021		The D.E.P.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021032	3/8/2021	173696 0000	VIOLATION OF CITY PROPERTY		3/8/2021		investigation of dune walk over. This property has D.E.P permit and case is closed not city's jurisdiction. D.E. P permit issued and appears to be in compliance.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021031	3/4/2021		tree removal/	Closed	3/10/2021	
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021030	3/3/2021	178077 6145	tree removal/ arborist permit	Closed	3/4/2021	

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021029	3/1/2021		OBISTACALS PLACED IN	Closed	4/2/2021		city manager took over case.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021028	3/1/2021		investigation/ elec bike	Closed	3/2/2021		got with chief and city attorney we were advised use state statute until city ordinance could be amended.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
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2021027	3/23/2021	177729 9070	tree removal	Open			
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021026	3/10/2021	173759 0000	E.P.A. dumping investigation	Closed	3/10/2021		The spill was caused by the owners handyman, who took action and completely cleaned the spill and all contaminated areas. This case is closed and no fines were issued.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date	Total Fees	Note
2021025	3/8/2021	173183 0000	dumping epa investigation	Closed			spill was cleaned up as required.

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees	Note
2021024	3/4/2021	173721 0000	unsafe structure nuisance structure	Closed	3/19/2021		Part of the up stairs guard rail has been removed leaving the deck open. Letter of correction posted on property giving 10 days to cure.

							\$0.00
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Total Records: 21

4/1/2021



Workshop Agenda Item #6A
Tree Trimming and Removal

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

AGENDA ITEM:	Proposed Ordinance – Tree Trimming and Removal
SUBMITTED BY:	Councilor Josh Messinger
DATE:	April 12, 2023
BACKGROUND:	This proposed ordinance would address the concerns due to an increase in the number of trees being removed and placed on the curb or right-of-way for pickup. This would prohibit the placement and storage of such debris by commercial businesses on the curb or right-of-way.
BUDGET:	N/A
RECOMMENDATION:	Consider the proposed ordinance for first read on May 1, 2023
ATTACHMENT:	Proposed Ordinance-Tree Trimming and removal

A BILL TO BE ENTITLED

AN ORDINANCE CREATING SECTION 14-12, CHAPTER 14 (OFFENSES); GOVERNING WASTE FROM TREE TRIMMING AND REMOVAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 1.03 of the City Charter, the City is vested with all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as expressly prohibited by law or the City Charter; and

WHEREAS, such powers include the powers to regulate business operating within the City in any legal manner not preempted by the State of Florida; and

WHEREAS, the City has observed an increase in the number of trees being removed and placed on the curb or in the right-of-way for pickup (“debris”); and

WHEREAS, the placement and storage of such items in the right-of-way constitute a hazard to traffic, impair emergency and utility access, and otherwise pose a threat of harm to the public;

WHEREAS, to address the concerns provided above, the City Council determines that a prohibition on the storage of such debris by commercial businesses on the curb or in the right-of-way is in the best interest of the City;

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, that it advances a significant and important governmental interest, and that it furthers the City’s performance of municipal functions and rendering of municipal services.

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

Section 1. Creating Section 14-12, Waste from tree trimming and removal. Creating Section 14-12, Waste from tree trimming and removal, Chapter 14 (Offenses), City of Neptune Beach Code of Ordinances as follows:

Sec. 14-12. – Debris from tree trimming and removal.

(a) Commercial businesses engaged in the cutting, pruning, removal, alteration, or trimming of trees (“Alteration”) shall be responsible for disposing of the debris from the Alteration. No debris from such Alteration shall be placed in any residential or commercial refuse container or set out for curbside pickup, or otherwise placed on the curb or within the right-of-way for any period whatsoever.

(b) Commercial businesses engaged in clearing land in preparation for construction or clearing and/or cleaning a vacant lot shall be responsible for disposing of the debris from such land clearing and/or cleaning. No debris from such operations shall be placed in any residential or commercial refuse container or set out for curbside pickup, or otherwise placed on the curb or within the right-of-way for any period whatsoever.

(c) Anyone subject to the provisions of this section shall immediately notify the City upon commencement of removal of debris for the purpose of permitting the City to determine that the debris is removed in accordance with this section. Such obligation shall not be construed as an obligation to notify the City of the pruning, trimming, or removal of the tree, but notice as to the disposal of the debris.

(d) For purposes of this section:

- (i) Each separate tree for which all or a portion of the tree’s debris is placed in violation of this section shall constitute a separate violation;
- (ii) Each failure to notify as required above shall be a separate violation; and
- (iii) Repeat violations shall be determined based on the offender, not the property owner. For clarification, if anyone is determined to have violated this provision, any further violation, whether an additional tree on the same property or associated with a separate property, shall be considered a separate violation.

(e) Penalties. The fine for a first violation shall be up to \$250.00 per day, or the maximum allowed by law if such amount is greater. The fine for any repeat violation shall be up to \$500.00 per day, or the maximum allowed by law if such amount is greater. In imposing the fine, the magistrate should consider (i) the gravity of the violation; (ii) any actions taken by the violator to correct the violation; (iii) any previous violations committed by the violator; and (iv) whether such party violated any other provision of the Code or Florida law in the course of conducting its business.

Section 2. Severability. If any section, sentence, clause, phrase, or word of this Ordinance is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance,

and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

Section 3. Effective Date. This Ordinance shall become immediately upon passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Passed on First Reading this _____ day of _____, 2023.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Passed on Second and Final Reading this _____ day of _____, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney



Workshop Agenda Item #6B
 Regulating Smoking in Public Parks/
 Beaches

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

AGENDA ITEM:	Proposed Ordinance – Regulating Smoking in Public Parks/Beaches
SUBMITTED BY:	Mayor Elaine Brown
DATE:	April 12, 2023
BACKGROUND:	<p>Florida Statutes Section 386.209, authorizes municipalities to regulate smoking within the boundaries of their public beaches and public parks, with certain restrictions.</p> <p>Jacksonville Beach and Atlantic Beach have both enacted legislation pursuant to Section 386.209. Both ordinances are attached.</p>
BUDGET:	N/A
RECOMMENDATION:	Discuss and consider a proposed ordinance for first read on May 1, 2023
ATTACHMENT:	<p>Atlantic Beach Ordinance No. 95-22-122 Jacksonville Beach Ordinance No. 2023-8189</p>

ORDINANCE NO. 95-22-122

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES, BEACHES AND PARKS, ARTICLE I, – IN GENERAL; ADDING NEW SECTION 5-9 PROHIBITING SMOKING IN CITY PARKS AND BEACHES; ADDING NEW SECTION 5-10 PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the 2006 U.S. Surgeon General’s report, “The Health Consequences of Involuntary Exposure to Tobacco Smoke”, secondhand smoke causes coronary artery disease, asthma attacks, heart disease, asthma attacks, heart attacks, stroke and lung cancer in adults and Sudden Infant Death Syndrome, middle ear infections, bronchitis, asthma, pneumonia and low birth weight in children; and

WHEREAS, secondhand smoke is especially dangerous to children whose bodies are still developing and who are particularly vulnerable to the poisons of secondhand smoke; and

WHEREAS, prohibiting smoking on City beaches and in City parks frequented by children and adults will help to reduce smoking related illnesses and serve as a means to improve health outcomes for residents and visitors to Atlantic Beach; and

WHEREAS, another significant issue with tobacco smoking on City beaches and in City parks is litter consisting of used cigarette filters, also known as “cigarette butts” which contain hazardous substances that can be toxic to animals; and

WHEREAS, this Ordinance is intended to protect the health, safety and welfare of city residents and visitors by prohibiting smoking on City beaches and in City parks, including beach parks; and

WHEREAS, this Ordinance is intended to protect the environment from litter that can be toxic to animals and humans; and

WHEREAS, as of July 1, 2022, the Florida Legislature has enacted Ch. 2022-213 Laws of Florida which permits municipalities and counties to restrict smoking on their local beaches and in local parks; and

WHEREAS, in order to provide for the public health, safety and welfare, reduce exposure to secondhand smoke, assure cleaner and more hygienic parks and beaches for the City’s residents and visitors, and for animals in the environment, the City Commission hereby intends to prohibit smoking on City beaches and in City parks which are used by or open to the public.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY ATLANTIC BEACH:

SECTION 1. New Sections. Chapter 5, Article I, In General, of the Code of Ordinances, City of Atlantic Beach, Florida is amended to add the following new Sections:

Sec. 5-9. Smoking in public parks and on public beaches prohibited.

Smoking in all City parks, on beaches, or on beach access ways which are used by or open to the public within Atlantic Beach is prohibited. Smoking of unfiltered cigars is exempt from this prohibition in accordance with Section 386.209, Florida Statutes (2022).

“Secondhand Smoke,” also known as environmental tobacco smoke (ETS), means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling; smoke emitted by the mouthpiece during puff drawing; and smoke exhaled by the smoker.

"Smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product. In accordance with Section 386.209, Florida Statutes, smoking does not include the use of unfiltered cigars.

Sec. 5-10. Enforcement, Penalties and Appeals.

- a. Law enforcement officers of the City’s Police Department are hereby authorized to enforce the provisions of Sec. 5-9 of this Code.
- b. Any person who violates Sec. 5-9 shall be subject to receiving a citation and civil penalty in the amount of \$75.00 for each violation.
- c. Any person who receives a citation shall elect either to:
 - (1) Pay the civil fine within thirty (30) days from the date of the citation in the manner indicated on the citation, provided, if such payment is not timely paid, a late fee of \$50.00 shall be imposed on the named violator; or
 - (2) File a written request for a hearing with the Duval County Court to appeal the decision of the law enforcement officer that resulted in the issuance of the citation. The written request shall be submitted to the County Court in the manner indicated on the citation no later than ten (10) days after service of the citation.
- d. Failure of the named violator to appeal the decision of the law enforcement officer within the prescribed time period shall constitute a waiver of the violator’s right to a hearing before the County Court and shall be treated as an admission of the violation and penalties shall be assessed accordingly.

SECTION 2. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 3. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate Section 5-

9 — Smoking in public parks and on public beaches prohibited and Section 5-10 - Penalties, into the City's Code of Ordinances. Sections of Chapter 5 may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 5 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. Applicability. The provisions of Section 5-9 — Smoking in public parks and on public beaches prohibited and Section 5-10 - Penalties, shall apply to all applications, decisions or controversies pending before the City of Atlantic Beach upon the effective date hereof or filed or initiated thereafter.

SECTION 5. Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading on this 10th day of October, 2022.

PASSED by the City Commission on second and final reading and following a public hearing this 24th day of October, 2022.

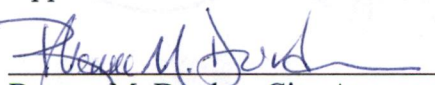
CITY OF ATLANTIC BEACH


Ellen Glasser, Mayor

ATTEST:


Donna L. Bartle, City Clerk

Approved as to form and correctness:


Brenna M. Durden, City Attorney

1 Introduced by: Council Member Cory Nichols
2 First Reading: January 17, 2023
3 Second Reading: February 6, 2023
4

5 **ORDINANCE NO. 2023-8189**
6

7 **AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA,**
8 **AMENDING CHAPTER 20, ARTICLE IV, SECTION 20-13(c) "PROHIBITED**
9 **ACTIVITIES" OF THE CODE OF ORDINANCES OF THE CITY OF**
10 **JACKSONVILLE BEACH, FLORIDA, TO PROHIBIT THE POSSESSION AND**
11 **USE OF CERTAIN TOBACCO AND VAPING PRODUCTS IN PUBLIC PARKS**
12 **AND ELIMINATING PROVISIONS THAT ARE REDUNDANT TO SECTION 20-**
13 **7(a); PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING**
14 **ORDINANCES, SCRIVENER'S ERRORS, SEVERABILITY, CODIFICATION,**
15 **AND AN EFFECTIVE DATE.**
16

17 **WHEREAS**, the City of Jacksonville Beach ("City") has the authority to adopt this
18 ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166,
19 Florida Statutes; and
20

21 **WHEREAS**, while the regulation of smoking is generally preempted to the Florida
22 Legislature, in 2022, the Florida Legislature amended Section 386.209, Florida Statutes, to
23 authorize municipalities and counties to regulate smoking within the boundaries of their public
24 parks, subject to certain exceptions; and
25

26 **WHEREAS**, the City establishes, owns, and maintains public parks to promote the health,
27 safety, welfare, and recreational enjoyment of City residents; and
28

29 **WHEREAS**, the City Council desires to provide City residents with safe and clean
30 environments in which recreational opportunities can be enjoyed and maximized; and
31

32 **WHEREAS**, in order to provide for the public health, safety, and welfare of City residents,
33 the City Council finds that a prohibition of smoking in City-owned parks opened to and used by
34 the public will reduce exposure to secondhand smoke and promote cleaner and more hygienic
35 City parks; and
36

37 **WHEREAS**, the City Council further finds that this ordinance best provides for the
38 attainment of the aforesaid goals, that the restrictions created by this ordinance are necessary for
39 the health, safety, and welfare of City residents and the public at large, and is in the general best
40 interest of the City.
41

42 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH,**
43 **FLORIDA:**
44

45 **SECTION 1. RECITALS AND LEGISLATIVE FINDINGS.** The above recitals and
46 legislative findings are ratified and made a part of this ordinance.
47

48 **SECTION 2. CHAPTER 20 - PARKS AND RECREATION, ARTICLE IV. - PARK RULES**
49 **AND REGULATIONS, SECTION 20-13. - GENERAL PARK RULES AND REGULATIONS, IS**
50 **HEREBY AMENDED AS FOLLOWS¹:**
51

52 Sec. 20-13(c) *Prohibited activities*. It shall be unlawful for any person to do any of the following
53 in any park ~~area~~ or any other areas officially designated by the city council as a park and posted
54 as such unless specifically permitted by the appropriate authorization received from the city
55 manager and issued pursuant to this article, except for activities of the city which are undertaken
56 within the scope of its governmental authority:
57

58 (1) Trespass when the park is closed.

59 (2) Camp overnight.

60 (3) Purchase, sell, offer, possess, or consume any alcoholic beverages, except in
61 accordance with a special event and supplemental alcohol permit as provided in Chapter 19.5 of
62 this Code of Ordinances.
63

64 (4) Cook foodstuff on grills other than those public grills provided by the city for that
65 purpose. Persons may utilize grills provided by the city only for cooking in the designated park
66 areas. No fires or food preparation is allowed that pose a hazard to public property or the general
67 public.
68

69 (5) Set or stoke a fire, except for city-authorized prescribed burns or those fires set or
70 stoked in designated City grills, where they are provided, and said fire shall not be allowed if it
71 poses a hazard to public property or the general public.
72

73 (6) Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles,
74 garbage, and other refuse left or caused in the use of a park. If no trash receptacles are
75 provided, then refuse and trash shall be carried away from the park area by the park user to be
76 properly disposed of elsewhere.
77

78 (7) Engage in the defacing, destruction, removal, or alteration of any park facility,
79 structure, grounds, or equipment.
80

81 (8) Construct or erect any hut, shanty, or other shelter. Park users may set up a
82 temporary sun/shade apparatus up to ten (10) feet by ten (10) feet in size. Such apparatus must
83 be made of flexible material, and any support lines which extend beyond the length and width
84 of the covering, must be flagged for visibility and cannot be within fifteen (15) feet of any game
85 court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place
86 overnight in any park.
87

88 (9) Disturb the natural surface of the ground in any manner unless authorized in writing
89 by the city manager and done in accordance with a city-initiated land management activity.
90

91 (10) Erect or affix signs to any tree, post, pole, fence, or park facility or grounds except
92 as provided by city ordinance, or through an approved facility use contract authorized by the
93 city manager.
94
95
96

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

97 ~~(11) To bring or otherwise allow any cat, dog, or other animal into any park area, except~~
98 ~~in a public parking area or registered dogs in Paws Dog Park, walkways adjacent to a park, or~~
99 ~~where otherwise clearly marked by signs expressly permitting domestic animals in that area.~~
100 ~~Service animals that are specially trained and actively engaged in service to assist the~~
101 ~~handicapped are exempted from this section.~~

102
103 ~~(12) To allow privately owned animals to discharge or deposit waste. All owners or~~
104 ~~others in charge of privately owned animals shall remove their animal waste from the park~~
105 ~~grounds, and may deposit animal waste in park trash receptacles.~~

106
107 ~~(13)~~(11) To disturb or remove any plant, wildlife, animal, bird, or egg located above,
108 upon, or below the surface of the park grounds, or to allow any privately-owned animal to do so
109 unless specifically authorized in writing by the city manager.

110
111 ~~(14)~~(12) To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot,
112 javelin, or other dangerous object. This part shall not be used or interpreted to regulate firearms,
113 ammunition, or components thereof as defined in F.S. Ch. 790.

114
115 ~~(15)~~(13) Use roller skates, roller blades, or skateboards, except on park facilities
116 specifically designated for this purpose.

117
118 ~~(16)~~(14) Use public restrooms to shave, bathe, and/or shower, unless shower facilities
119 are specifically provided for public use.

120
121 ~~(17)~~(15) Sleep on park benches, tables, or under any covered areas or pavilion.

122
123 ~~(18)~~(16) Store personal goods or property on park property.

124
125 ~~(19)~~(17) Loiter.

126
127 ~~(20)~~(18) Bathe or otherwise be, use or remain in a water or drinking fountain and/or its
128 reservoir or to allow any privately-owned animal to do so.

129
130 ~~(21)~~(19) Discharge or deposit human waste, except in toilet facilities provided by the
131 city.

132
133 ~~(22)~~(20) Engage in the sale, rental, delivery, demonstration, display, or offering as a
134 business promotion any item or service for any non-city sponsored function(s), except as
135 otherwise permitted for special events as provided by Chapter 19.5 of this Code of Ordinances
136 or administrative rule.

137
138 ~~(23)~~(21) Use any park property for non-city sponsored fundraising activities, except as
139 otherwise permitted for special events as provided in Chapter 19.5 of this Code of Ordinances.

140
141 ~~(24)~~(22) Engage in gambling, conduct raffles, bingo games, or card games for money or
142 donations for prizes or any other forms of gambling, whether the activity is for charity or
143 otherwise.

144
145 ~~(25)~~(23) Play or operate any radio, stereo, public address system, or any other sound
146 emitting device in such a manner that the sound produced is audible at a distance of greater
147 than one hundred (100) feet, unless otherwise permitted for special events as provided

148 in Chapter 19.5 of this Code of Ordinances, except that no action shall be taken to enforce this
149 part until a warning to cease such violation has been issued by a person authorized to enforce
150 this chapter and the violator continues such violation.

151
152 ~~(26)~~(24) Refuse to vacate any pavilion, table, building, or other portion of a park area
153 that is permitted for the exclusive use of another party as provided by a special event permit or
154 temporary rental agreement authorized by the city.

155
156 ~~(27)~~(25) ~~Smoke, vape, or use tobacco products in any park, park property, athletic area,~~
157 ~~playground area, or indoor facility. Smoke tobacco products or use vapor-generating devices.~~
158 As used in this provision, smoking shall be defined as inhaling, exhaling, burning, carrying, or
159 possessing a lighted tobacco product or the active use of a vapor-generating device. Tobacco
160 product is defined to include cigarettes, pipe tobacco, and any other lighted tobacco product
161 except unfiltered cigars.

162
163 ~~(28)~~(26) Drive any vehicle on any all-purpose field, including the golf course, with the
164 exception of carts and devices allowed by the golf course staff.

165
166 **SECTION 3. CONFLICTING ORDINANCES.** That all ordinances previously adopted by
167 the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent
168 herewith.

169
170 **SECTION 4. SCRIVENER'S ERRORS.** The City Attorney may correct scrivener's errors
171 found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

172
173 **SECTION 5. SEVERABILITY.** If any section, subsection, clause, or provision of this
174 ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion
175 will become a separate provision and will not affect the remaining provisions of this ordinance.

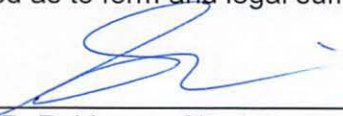
176
177 **SECTION 6. CODIFICATION.** The City Council intends that this ordinance will be made
178 a part of the City of Jacksonville Beach Code of Ordinances.

179
180 **SECTION 7. EFFECTIVE DATE.** This ordinance shall take effect and be enforceable in
181 all aspects immediately upon final reading and approval by the City Council for the City of
182 Jacksonville Beach as authenticated herein.

183
184 AUTHENTICATED THIS 6th DAY OF February, A.D., 2023.

185
186
187
188 
189 _____
190 Christine H. Hoffman, Mayor

191 
192 _____
193 Sheri Gosselin, City Clerk

194 Approved as to form and legal sufficiency:
195
196 
197 _____
198 Sandra R. Robinson, City Attorney



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

AGENDA ITEM:	LDC Update Workshop
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	April 17, 2023
BACKGROUND:	<p>Land Development Code Updates To Bring Before Council for Discussion based on community, Community Development Board, and council member feedback.</p> <ol style="list-style-type: none"> 1. Duplexes in the RC 2. Landscape Buffer Adjacent to Residential Districts 3. Recreational/Commercial Vehicles In Residential Districts 4. Historic Preservation as a Finding of Fact 5. Parking Fee In Lieu
BUDGET:	NA
RECOMMENDATION:	Review and discuss, make recommendations for next steps.
ATTACHMENT:	<ol style="list-style-type: none"> 1. Staff report with exhibits: Duplexes in the RC 2. Staff report with exhibits: Landscape Buffer Adjacent to Residential 3. Staff report with exhibits: Recreational/Commercial Vehicles 4. Staff report with exhibits: Historic Preservation as a Finding of Fact 5. Presentation with Sec. 27-541 exhibit: Parking Fee In Lieu Study

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: April 17, 2023

BOARD/COMMITTEE: City Council

TO: City Council

FROM: Heather Whitmore, AICP, Community Development Director

DATE: March 21, 2023

SUBJECT: Land Development Code Update: Duplexes in the RC

I. BACKGROUND:

Recently adopted revisions to the Land Development Code regarding duplexes in the RC overlay district has led to some confusion.

In the recent Fall 2022 Land Development Code Update, Section 27-242 (f) density calculations for existing duplexes was amended to allow existing two-family (duplex) residences on lots 5,000 square feet or greater shall be deemed conforming as to density provided, they comply with impervious surface reductions and other retrofit requirements set forth in Section 27-243 or they are reconstructed or replaced with a new duplex that meets all requirement in this code other than minimum lot size and density.

This language appears in the Comprehensive Plan *Land Use Element Policy A.1.4.2* and in several locations in the LDC, specifically, *Sec. 27-222. - Purpose and intent of zoning districts. (b) 5, Sec. 27-227. - Special restrictions and conditions on allowable uses within zoning districts. (b) 1 c, and Sec. 27-242. - Density calculations. (f) a* (see exhibit A).

At present, LDC Table 27-239 development standards for each district conflicts with Section 27-242 regarding density for exiting two-family (duplex) residences east of 3rd Street. Although this language appears in the Comprehensive Plan and in several locations in the LDC, LDC Table 27-239 (exhibit B) is not consistent with LDC 27-242. This proposed amendment clarifies *RC Overlay Minimum Lot Area note* “10.”

Staff proposes to add the following language as a reference to LDC Table 27-239 development standards for *RC Overlay Minimum Lot Area note 10* to make it consistent with Section 27-242 density calculations for two-family (duplex) residences east of 3rd Street (exhibit C).

II. DISCUSSION:

Below is a matrix showing the section of the land development code, the proposed language, optional language, zoning map amendments, and a staff recommendation.

LDC SECTION	EXISTING LANGUAGE	PROPOSED LANGUAGE	STAFF RECOMMENDATION
<p>Table 27-239 RC Overlay Minimum Lot Area development standards</p>	<p>¹⁰ Min. lot area for duplexes shall be 8,500 square feet, or 4,356 square feet for each unit if divided into two fee simple lots. (see exhibit B)</p>	<p>¹⁰ Min. lot area for duplexes shall be 8,500 square feet, or 4,356 square feet for each unit if divided into two fee simple lots. <u>Existing two-family (duplex) residences on lots 5,000 square feet or greater shall be deemed conforming as to density provided, they comply with impervious surface reductions and other retrofit requirements set forth in section 27-243 or they are reconstructed or replaced with a new duplex that meets all requirement in this code other than minimum lot size and density.</u> (see exhibit C)</p>	<p>Density calculations (LDC Section 27-242 (f)) for existing duplexes allows existing two-family (duplex) residences on lots 5,000 square feet or greater shall be deemed conforming as to density provided, they comply with impervious surface reductions and other retrofit requirements set forth in section 27-243 or they are reconstructed or replaced with a new duplex that meets all requirement in this code other than minimum lot size and density.</p> <p>Staff proposes to add the following language as a reference to LDC Table 27-239 development standards for <i>RC Overlay Minimum Lot Area note 10</i> to make it consistent with Section 27-242 density calculations for two-family (duplex) residences east of 3rd Street (exhibit C).</p>

III. CONCLUSION:

Staff has reviewed these codes thoroughly and has prepared these recommendations based on the ability to implement the code and to insure internal code consistency. Staff will revise the code according to the direction received from a majority vote of the city council. Staff is seeking a recommendation from the City Council for the proposed amendment to the Land Development Code.

IV. RECOMMENDED MOTION:

Each section provides the option to maintain the current code, use optional language, or a process to amend the existing code.

V. ATTACHMENTS:

Exhibit A: RC Overlay Duplex Comprehensive Plan and Land Development Code References:

Comprehensive Plan Land Use Element Policy A.1.4.2

Sec. 27-222. - Purpose and intent of zoning districts. (b) 5

Sec. 27-227. - Special restrictions and conditions on allowable uses within zoning districts. (b) 1 c

Sec. 27-242. - Density calculations. (f) a

Exhibit B: Existing Table 27-239 Development Standards

Exhibit C: Proposed updated language LDC Table 27-239 development standards for *RC Overlay Minimum Lot Area note 10*

RC Overlay Duplex Code References

Comprehensive Plan Policies

Land Use Element

Policy A.1.4.2

(B) Residential: Residential uses shall be permitted in the following six areas designated on the FLUM in accordance with the applicable permitted density and as further controlled by the Land Development Regulations (LDRs) and the Florida Building Code. Residential areas are classified as either “Traditional Residential” or “Suburban Residential”, both of which are split into three intensity categories:

(1) Traditional Residential I: Characterized by historical development patterns that are south of Florida Boulevard to Seagate Avenue and are bordered by Fifth Street to the west and Third Street to the east. Densities are limited to 5 residential units per gross acre.

(2) Traditional Residential II: Characterized by historical development patterns that exist east of Third Street and in the northwestern corner of the City along Florida Boulevard between Atlantic Boulevard and Oakhurst Drive. Densities are limited to 10 residential units per gross acre, though exceptions are permitted for existing duplexes east of Third Street on lots of at least 5,000 square feet, which shall be deemed conforming provided they comply with impervious surface reductions and any other retrofit requirements set forth in the LDRs or they are replaced with a new duplex that meets all building requirements other than minimum lot size and density.

(3) Traditional Residential III: Characterized by historical development patterns in the northwest corner of Neptune Beach that are along the marsh and between Pine Place and Marsh Point Road. Densities are limited to 17 residential units per gross acre. Intensity category III is meant to accommodate the densest and most compact residential types in the city.

Land Development Code Policies

ARTICLE IV. - LAND USE

Sec. 27-222. - Purpose and intent of zoning districts. (b) 5

(5) The residential R-4 zoning district is intended to provide for single-family residences and two-family (duplex) residences with densities not to exceed ten (10) dwelling units per acre. Other nonresidential uses are permitted that are consistent with the residential character of this district. *This district corresponds to the Suburban Residential II and Traditional Residential II designations on the adopted future land use map. The Residential Conservation (RC) overlay, which covers a portion of the R-4 zoning district, implements Comprehensive Plan policies adopted in 2021 regarding two-family (duplex) residences east of 3rd Street (see section 27-242).*

Sec. 27-227. - Special restrictions and conditions on allowable uses within zoning districts. (b) 1 c.

(a) No use that produces undue vibration, dust, smoke, fumes, or noise or that is otherwise offensive, obnoxious, or detrimental to the neighborhood shall be permitted.

(b) The following special restrictions and conditions apply to the permissible uses identified below: (1) *Two-family residence (duplex)*:

a. Applicable building code requirements related to construction of the type of units proposed shall be met.

b. The subject lot or parcel of land shall not be subdivided illegally and shall only be developed according to the criteria established in the appropriate Code section.

c. Also see section 27-242 regarding two-family (duplex) residences east of 3rd Street.

Sec. 27-242. - Density calculations. (f) a.

(f) RC overlay. These density calculations apply to new development on R-4 lots in the RC overlay that have been consolidated from the original plats.

a. Existing two-family (duplex) residences on lots 5,000 square feet or greater shall be deemed conforming as to density provided, they comply with impervious surface reductions and other retrofit requirements set forth in section 27-243 or they are reconstructed or replaced with a new duplex that meets all requirement in this code other than minimum lot size and density.

b. Existing two-family (duplex) residences on lots less than 5,000 square feet may not be physically expanded in any manner that would increase the nonconformity or violate any additional physical standards in this code. Physical expansion includes the creation of off-street parking areas.

Table 27-239

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

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

¹ The minimum R-4 and RC Overlay lot dimensions in this table are superseded by the actual dimensions of smaller lots if those lots were lawfully platted and recorded prior to December 2, 2019, in the Office of the Clerk of the Circuit Court of Duval County, Florida.

² Any single/two-family homes or multifamily structures in CBD shall comply with the development standards for the RC overlay.

³ For lots in the R-1 zoning district that have a minimum lot size of twelve thousand (12,000) square feet and one hundred (100) feet lot width as measured at the building line parallel to the front face of the house and perpendicular to the primary side yard, thirty-five (35) feet of maximum building height will be permitted, so long as the primary roof structure is built at a minimum five-twelfths roof pitch, and not to exceed two (2) stories of living area.

⁴ More specific front yard setbacks shall apply in locating new structures around the following road segments: Penman Road, Seagate Avenue, and Florida Boulevard (See subsection 27-231(b).)

⁵ The front and rear yard setbacks may be flexible in that both measurements must total thirty-five (35) feet; however, neither can measure less than the fifteen (15) feet.

⁶ New developments built to the front lot line will need to be cleared by public works first to ensure there are no infrastructure conflicts. ⁷ Duplexes comprised of two attached homes shall be exempt from the interior side setback where the units meet.

⁸ Lots less than 120' wide may have a reduced minimum frontage buildout of 60% in order to accommodate side yard parking.

⁹ Additionally, 25% of the overall site, or half of the required pervious area, must be comprised of greenspace.

¹⁰ Min. lot area for duplexes shall be 8,500 square feet, or 4,356 square feet for each unit if divided into two fee simple lots.

¹¹ Min. lot width for duplexes that have been divided into two fee simple lots of 40' each prior to December 2, 2019 shall be deemed conforming.

¹² No standalone building shall exceed the maximum floor area shown. Additional information can be found in Section 27-237.

¹³ Lots bounded by more than two streets may elect no more than two primary streets. All other streets shall meet the setback and frontage requirements for secondary streets. In these unique cases there may not be a rear yard.

¹⁴ Multifamily residences on lots less than one-half acre shall only utilize a maximum of 70% lot coverage.

Table 27-239

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

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

¹ The minimum R-4 and RC Overlay lot dimensions in this table are superseded by the actual dimensions of smaller lots if those lots were lawfully platted and recorded prior to December 2, 2019, in the Office of the Clerk of the Circuit Court of Duval County, Florida.

² Any single/two-family homes or multifamily structures in CBD shall comply with the development standards for the RC overlay.

³ For lots in the R-1 zoning district that have a minimum lot size of twelve thousand (12,000) square feet and one hundred (100) feet lot width as measured at the building line parallel to the front face of the house and perpendicular to the primary side yard, thirty-five (35) feet of maximum building height will be permitted, so long as the primary roof structure is built at a minimum five-twelfths roof pitch, and not to exceed two (2) stories of living area.

⁴ More specific front yard setbacks shall apply in locating new structures around the following road segments: Penman Road, Seagate Avenue, and Florida Boulevard (See subsection 27-231(b).)

⁵ The front and rear yard setbacks may be flexible in that both measurements must total thirty-five (35) feet; however, neither can measure less than the fifteen (15) feet.

⁶ New developments built to the front lot line will need to be cleared by public works first to ensure there are no infrastructure conflicts. ⁷ Duplexes comprised of two attached homes shall be exempt from the interior side setback where the units meet.

⁸ Lots less than 120' wide may have a reduced minimum frontage buildout of 60% in order to accommodate side yard parking.

⁹ Additionally, 25% of the overall site, or half of the required pervious area, must be comprised of greenspace.

¹⁰ Min. lot area for duplexes shall be 8,500 square feet, or 4,356 square feet for each unit if divided into two fee simple lots. Existing two-family (duplex) residences on lots 5,000 square feet or greater shall be deemed conforming as to density provided, they comply with impervious surface reductions and other retrofit requirements set forth in section 27-243 or they are reconstructed or replaced with a new duplex that meets all requirement in this code other than minimum lot size and density.

¹¹ Min. lot width for duplexes that have been divided into two fee simple lots of 40' each prior to December 2, 2019 shall be deemed conforming.

¹² No standalone building shall exceed the maximum floor area shown. Additional information can be found in Section 27-237.

¹³ Lots bounded by more than two streets may elect no more than two primary streets. All other streets shall meet the setback and frontage requirements for secondary streets. In these unique cases there may not be a rear yard.

¹⁴ Multifamily residences on lots less than one-half acre shall only utilize a maximum of 70% lot coverage.

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: April 17, 2023

BOARD/COMMITTEE: City Council

TO: City Council

FROM: Heather Whitmore, AICP, Community Development Director

DATE: March 21, 2023

SUBJECT: Land Development Code Update: Landscape Buffer Adjacent to Residential Districts

I. BACKGROUND:

This is a correction to the Land Development Code regarding buffer areas adjacent to residential districts

Although the Land Development Code does have a requirement for buffer areas adjacent to residential districts, this policy contains a typo and references the wrong section of the Land Development Code.

Section 27-241 – “Buffer areas adjacent to residential districts” requires that developments in Commercial district abutting a R-1, R-2, R-3 or R-4 include a landscape buffer. This Section of the code states said landscape buffer shall be constructed in accordance with Section 27-459.

However the required “Landscaping Buffer” Section of the LDC is 27-456, **NOT Section 27-459**. The referenced Section 27-459 does not exist. Therefore the appropriate reference is Section 27-456, not Section 27-459.

Staff is seeking to correct this apparent typo by modifying the Section 27-241. - Buffer areas adjacent to residential districts to reference the appropriate Section 27-456.

Staff is seeking a recommendation from the Community Development Board for the following amendment to the Land Development Code.

II. DISCUSSION:

Below is a matrix showing the section of the land development code, the proposed language, optional language, zoning map amendments, and a staff recommendation.

LDC SECTION	EXISTING LANGUAGE	PROPOSED LANGUAGE	STAFF RECOMMENDATION
Sec. 27-241. - Buffer areas adjacent to residential districts.	When a R-5, C-1, C-2, C-3 or CBD district abuts a R-1, R-2, R-3 or R-4 district without an intervening street or alley, a landscape buffer constructed in accordance with section 27-459 of this Code, shall be provided on the R-5, C-1, C-2, C-3 or CBD parcel. (see exhibit A)	When a R-5, C-1, C-2, C-3 or CBD district abuts a R-1, R-2, R-3 or R-4 district without an intervening street or alley, a landscape buffer constructed in accordance with section 27-459 27-456 Landscaping Buffers of this Code, shall be provided on the R-5, C-1, C-2, C-3 or CBD parcel. (see exhibit B)	Staff is seeking to correct this apparent typo by modifying the Section 27-241. - Buffer areas adjacent to residential districts to reference the appropriate 27-456 Landscaping (see exhibit C). Staff is seeking a recommendation from the Community Development Board for the following amendment to the Land Development Code.

III. CONCLUSION:

Staff has reviewed these codes thoroughly and has prepared these recommendations based on the ability to implement the code and to insure internal code consistency. Staff will revise the code according to the direction received from a majority vote of the city council.

IV. RECOMMENDED MOTION:

Each section provides the option to maintain the current code, use optional language, or a process to amend the existing code.

V. ATTACHMENTS:

Exhibit A: Existing Sec. 27-241. - Buffer areas adjacent to residential districts.

Exhibit B: Proposed Sec. 27-241. - Buffer areas adjacent to residential districts.

Exhibit C: Sec. 27-456. – Landscaping buffers.

Sec. 27-241. - Buffer areas adjacent to residential districts.

When a R-5, C-1, C-2, C-3 or CBD district abuts a R-1, R-2, R-3 or R-4 district without an intervening street or alley, a landscape buffer constructed in accordance with section 27-459 of this Code, shall be provided on the R-5, C-1, C-2, C-3 or CBD parcel.

Sec. 27-241. - Buffer areas adjacent to residential districts.

When a R-5, C-1, C-2, C-3 or CBD district abuts a R-1, R-2, R-3 or R-4 district without an intervening street or alley, a landscape buffer constructed in accordance with section ~~27-459~~ 27-456 Landscaping Buffers of this Code, shall be provided on the R-5, C-1, C-2, C-3 or CBD parcel.

Sec. 27-456. – Landscaping buffers.

(a) *Generally.* This section provides landscaping methods which are intended to set minimum requirements for the landscaping of vehicular use areas and certain perimeter areas abutting public rights-of-way within commercial zoning districts and between zoning classifications. Vehicular use areas and retention ponds may not be located within landscape buffers, though swales may be permitted within landscape buffers on a case-by-case basis. These requirements are illustrated in figures 27-4567-1 and 27-456-2 and are described herein as follows

(b) *Size.* Measurement of all landscape buffers shall be from the property line and shall extend along the entire length of the property line abutting the right-of-way.

1. Vehicular use areas shall be separated by a landscaped buffer area, a minimum of ten (10) feet in width, from any boundary of the property on which the vehicular use area is located.

2. Vehicular use areas abutting residential-zoned property shall be separated by a landscape buffer area of fifteen (15) feet in width.

(c) *Intrusions.* Landscape buffer areas may only be altered or intruded upon for the following purposes and any such alterations or intrusions shall be in compliance with an approved development site plan:

1. Ingress and egress to vehicular use areas, drive aisles, and loading areas, per lot standards and allowable curb cuts defined in section 27-235 and 27-243;

2. Pedestrian walkways or access to buildings and structures as necessary;

3. Bicycle and/or other transportation infrastructure;

4. Installation of stormwater, drainage, or utility improvements as necessary;

5. Grading or retention as necessary;

6. Selective clearing for visibility of freestanding signs;

7. The regular pruning of trees to provide clear trunk and visibility as required by the Florida Department of Transportation;

8. The installation of tree protection barriers as defined in this section;

9. The regular removal of dead materials and debris; or

10. The installation of additional landscape materials required by this Code.

11. A clear path of three feet through vegetative buffers shall be maintained to allow for a Fire Department Connection.

(d) *Exceptions.* A landscape buffer area is not required:

1. For property located within the city's central business district (CBD);

2. For front and side setbacks less than or equal to ten (10) feet. In these cases, only rear lot lines shall adhere to any requirements defined in this section;

3. For side lot lines wherein, a residential lot is adjoined to another residential lot;
4. When the paved ground surface area is completely screened from adjacent properties or public rights-of-way by intervening buildings or structures;
5. When an agreement to operate abutting properties as essentially one (1) contiguous parking facility is in force. The agreement shall be executed by the owners of the abutting properties, and shall bind their successors, heirs, and assigns. Prior to the issuance of any building permit for any site having such a contiguous parking facility, the agreement shall be recorded in the public records of the county; or
6. When the required landscape buffer area would conflict with utility installations, and such conflicts cannot be resolved, such areas may be planted with shrubs and such understory trees as may be acceptable to the utility.;

(e) *Modification of requirements.* The community development board or staff, when only staff review is required, may determine that:

1. Screening is better achieved by relocation of the landscape buffer area;
2. There is an unresolvable conflict between other element(s) of the development plan and the location, width or height of the landscape buffer area, and that the public interest is therefore best served by relocation of the landscape buffer area, lowering the height of required material or the substitution of a solid fence or wall in conjunction with a reduction in width; or
3. That the screening would only serve to emphasize a long driveway that would otherwise be unobtrusive.

(f) *Planting.* A landscape buffer area shall contain:

1. *Trees.* Landscape buffer areas shall include a calculated average of one (1) shade tree, as defined in the city's approved tree list, located in section 27-450, and sized as defined in section 27-447, for every fifteen (15) linear feet of frontage. The average spacing for proposed tree plantings shall be measured sequentially from tree-to-tree and the following conditions shall be considered while measuring:
 - a. Clusters of no less than three (3) shade trees shall occur at all intrusions, as defined in this section, into the landscape buffer.
 - b. Existing trees retained within the landscape buffer area, including champion and heritage trees shall be exempt from this calculation.
 - c. Palms, understory, and ornamental trees of any species, as defined in the city's approved tree list, located in section 27-540 shall be exempt from this calculation except for when the use of shade trees is prohibited under overhead utilities.
 - d. Trees proposed within landscape buffer areas may be counted towards the required tree replacement total as defined in section 27-447.
 - e. Ornamental shrubs, native privacy plants, or other non-invasive landscape hedging shall be used between the required tree plantings, except that a 5-foot gap may be permitted for intrusions.

2. *Visibility.* In addition to trees, a landscape buffer area shall contain an opaque screen composed of either plant materials, or a combination of plant materials and masonry walls.

- a. For the screening of vehicular use areas, landscape buffers shall be comprised of landscape materials, including hedges, shrubs, and groundcover plantings and shall be arranged to provide a visual screen of seventy-five (75) percent opacity and achieve a height of at least three (3) feet within three (3) years.
- b. For the screening of vehicular use areas from residential zoned property, landscape buffers shall be comprised of landscape materials, including hedges, shrubs, and groundcover plantings and shall be a visual screen of seventy-five (75) percent opacity and achieve a height of at least six (6) feet within twenty-four (24) months of planting.
- c. A six (6) foot masonry wall may be used as a buffer. However, trees, ornamental shrubs, or other plantings shall be used to minimize the harsh aesthetic of the wall.
- d. The community development board, during development plan review, may determine that natural vegetation is sufficient to screen adjacent properties and rights-of-way. In such instance the existing vegetation, including understory plants and bushes, is protected from pruning and removal, except that diseased plant material and invasive nonnative species may be replaced in accordance with this section. Where encroachments are made for utility connections, replacement plants appropriate to the ecosystem shall be required.

3. *Interior requirements.* Interior areas required to be landscaped include terminal parking islands, interior islands, divider medians, and islands at T-intersections.

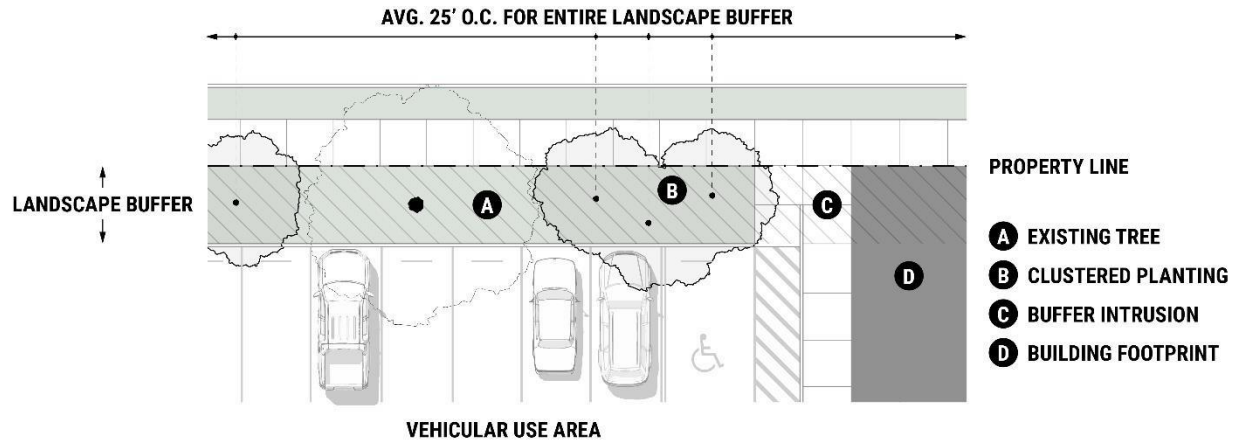
- a. The placement of landscaped areas throughout the interior of the paved area shall be one (1) interior landscaped island for each ten (10) parking spaces, with a terminal island at each end of five (5) or more contiguous parking spaces. At no time shall a row of parking have

landscape areas greater than one hundred thirty-five (135) feet apart or closer than thirty-five (35) feet. Standards for minimum landscape islands are included in article IV.

- b. *Terminal islands:* One (1) shade tree per three hundred (300) square feet of interior landscape area, minimum one (1) shade tree per terminal island area. Shrubs or groundcovers shall be planted to cover thirty-five (35) percent of terminal islands, with a two-foot strip of mulch or sod adjacent to parking spaces, and a three-foot strip of mulch or sod adjacent to access drives.
- c. *Interior islands:* One (1) shade tree per three hundred (300) square feet of interior landscape area, minimum one (1) shade tree per interior island area.
- d. *Divider medians:* One (1) shade tree per thirty (30) linear feet of divider median, or fraction thereof. A continuous shrub hedge shall be planted in all divider medians that separate parking from access drives.
- e. The community development board, or city council and city manager or designee, through development plan review, may allow the relocation of such landscape areas to preserve existing trees, or where it is determined, upon review

and recommendation of the city manager's designee, that the relocation is necessary for the safe maneuvering of vehicles or pedestrians.

Figure 27 -456-1 – Landscape buffer example diagrams



CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: April 17, 2023

BOARD/COMMITTEE: City Council

TO: City Council

FROM: Heather Whitmore, AICP, Community Development Director

DATE: March 21, 2023

SUBJECT: Land Development Code Update: Recreational/Commercial Vehicles In Residential Districts

I. BACKGROUND:

In the recent Fall 2022 LDC update, sections of the Land Development Code regarding the parking and storage of major recreational equipment, and heavy commercial vehicles in residential districts appears to have been inadvertently removed.

Although the parking of such vehicles in the front yard of residential property has been a long-standing violation, this policy is now no longer a part of the Land Development Code. Staff frequently receives complaints regarding recreational vehicles parked in front yards, and even have several active code enforcement cases that were opened prior to the adoption of the new code revisions.

Staff is seeking to correct this apparent accidental deletion by adding “Section 27-335 - Parking, storage or use of major recreational equipment” and “Section 27-336 - Parking of heavy commercial vehicles in residential districts” back into the Land Development Code.

Staff is seeking a recommendation from the Community Development Board for the following amendment to the Land Development Code.

II. DISCUSSION:

Below is a matrix showing the section of the land development code, the proposed language, optional language, zoning map amendments, and a staff recommendation.

LDC SECTION	EXISTING LANGUAGE	PROPOSED LANGUAGE	STAFF RECOMMENDATION
<p>Sec. 27-335. - Parking, storage or use of major recreational equipment.</p>	<p>NA</p>	<p>No major recreational equipment, as defined herein, shall be used for living, sleeping or housekeeping purposes when parked or stored in a residentially zoned lot or in any other location not approved for such use. Major recreational equipment may be parked or stored in a required rear or side yard but not in the front or corner side yard and not within three (3) feet of any property line; provided, however, that such equipment may be parked anywhere on residential premises for a period not to exceed twenty-four (24) hours during loading and unloading. For purposes of this section, the term major recreational equipment shall be as listed in article I, to include sand dune buggies, cases or boxes on wheels for transporting recreational equipment and other similar trucks or equipment.</p> <p>Major recreational equipment shall also be limited to two (2) total on a property. Each piece of equipment shall not exceed twenty-eight (28) feet in length.</p> <p>(see exhibit A)</p>	<p>Staff recommends the Community Development Board correct this deletion approve the following proposed amendment to the Land Development Code.</p>

<p>Sec. 27-336. - Parking of heavy commercial vehicles in residential districts.</p>	<p>NA</p>	<p>Heavy commercial vehicles shall not be parked in any residential district except as permitted for home-based business according to the restrictions in Sec. 27-332 or as may be required for normal loading or unloading of such vehicles and during the time normally required for service at dwellings, or at structures or activities permitted in such residential districts by the terms of this chapter. For purposes of this section, heavy commercial vehicle shall be defined as any truck, bus, tractor, trailer or semi-trailer having a gross vehicle weight rating in excess of twelve thousand (12,000) pounds, excluding major recreational vehicles. (see exhibit A)</p>	<p>Staff recommends the Community Development Board correct this deletion approve the following proposed amendment to the Land Development Code.</p>
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III. CONCLUSION:

Staff has reviewed these codes thoroughly and has prepared these recommendations based on the ability to implement the code and to insure internal code consistency. Staff will revise the code according to the direction received from a majority vote of the city council.

IV. RECOMMENDED MOTION:

Each section provides the option to maintain the current code, use optional language, or a process to amend the existing code.

V. ATTACHMENTS:

Exhibit A: Proposed Section 27-335. - Parking, storage or use of major recreational equipment and Section 27-336. - Parking of heavy commercial vehicles in residential districts back into the Land Development Code.

Sec. 27-335. - Parking, storage or use of major recreational equipment.

No major recreational equipment, as defined herein, shall be used for living, sleeping or housekeeping purposes when parked or stored in a residentially zoned lot or in any other location not approved for such use. Major recreational equipment may be parked or stored in a required rear or side yard but not in the front or corner side yard and not within three (3) feet of any property line; provided, however, that such equipment may be parked anywhere on residential premises for a period not to exceed twenty-four (24) hours during loading and unloading. For purposes of this section, the term major recreational equipment shall be as listed in article I, to include sand dune buggies, cases or boxes on wheels for transporting recreational equipment and other similar trucks or equipment.

Major recreational equipment shall also be limited to two (2) total on a property. Each piece of equipment shall not exceed twenty-eight (28) feet in length.

Sec. 27-336. - Parking of heavy commercial vehicles in residential districts.

Heavy commercial vehicles shall not be parked in any residential district except as permitted for home-based business according to the restrictions in Sec. 27-332 or as may be required for normal loading or unloading of such vehicles and during the time normally required for service at dwellings, or at structures or activities permitted in such residential districts by the terms of this chapter. For purposes of this section, heavy commercial vehicle shall be defined as any truck, bus, tractor, trailer or semi-trailer having a gross vehicle weight rating in excess of twelve thousand (12,000) pounds, excluding major recreational vehicles.

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: April 17, 2023

BOARD/COMMITTEE: City Council

TO: City Council

FROM: Heather Whitmore, AICP, Community Development Director

DATE: April 3, 2023

SUBJECT: Historic Preservation as a Finding of Fact

I. BACKGROUND:

In response to the March 8, 2023 Community Development Board Workshop discussion related to historic preservation, staff has compiled a summary of relevant historic preservation policies in our LDC and Comprehensive Plan (Exhibit A). Staff has also attached LDC Section 27-147 – “Required findings needed to issue a variance” (Exhibit B).

The purpose of this summary is to begin to evaluate how and if the Community Development Board may or may not justify a determination to support or deny an applicant’s request using a finding of fact grounded in historic preservation Land Development policies.

The following discussion identifies attached historic preservation policies in our LDC and Comprehensive Plan that may potentially support a Community Development Board decision as a “Finding of Fact” based on historic preservation objectives.

II. DISCUSSION:

Staff has highlighted several LDC and Comprehensive Plan policies that refer to protecting and preserving local historic amenities.

Staff has identified several policies that support a Community Development Board “Finding” that promotes, protects, and preserves distinctive examples of existing architecture as historic environmental amenities for aesthetic and cultural value to fulfill the “purpose and intent of the ULDC.”

LDC Section 27-37 states the Community Development Board’s purpose is to “apply this Code and the comprehensive plan to preserve various elements of urban beauty and to require that new projects enhance existing values. Preservation of special local characteristics of site, aesthetic tradition, natural beauty, and redevelopment potential should be a high priority.”

LDC Section 27-222 states the purpose and intent of zoning districts is to “preserve distinctive examples of existing architecture that have contributed to the historic development of Neptune Beach's character.”

LDC Section 27-147 “Required findings needed to issue a variance” criteria #5 states the “The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.”

Historic aspects of a property do not qualify as “hardship,” and cannot be used to substantiate a finding of fact as such. However, a finding in favor of facts that promote, protect, and preserve distinctive examples of existing architecture as historic environmental amenities is in harmony with the general intent of the ULDC and the specific intent of the relevant historic preservation policies of the ULDC.

III. CONCLUSION:

Staff has reviewed these codes thoroughly and has prepared these recommendations based on best planning practices, the ability to implement the code, and to maintain the character of the city. Staff is seeking feedback from the City Council for further recommendations.

IV. RECOMMENDED MOTION:

NA

V. ATTACHMENTS:

- A. LDC and Comprehensive Plan Historic Preservation policies
- B. LDC Section 27-147 – Required findings needed to issue a variance

Historic Preservation Policies

Land Development Code Policies

Sec. 27-7. - General findings.

(a) *Statutory requirement.* F.S. Ch. 163, pt. II, requires Neptune Beach to adopt a single code of development regulations which is consistent with and in furtherance of the goals, objectives, and policies of the adopted comprehensive plan.

(b) *General public need.* Controlling the location, design and construction of development within the city is necessary to maintain and improve the quality of life in the city. The districts and regulations contained herein are designed to regulate the traffic circulation on public streets and highways; to provide adequate light, air and open spaces; to promote civic amenities of natural, and cultural importance and of beauty and visual interest. Additionally, they are designed to regulate density of population and thus prevent the overcrowding of land in order to facilitate the provision of adequate community facilities and services such as water, sewer, parks, and similar city functions as outlined in the comprehensive plan.

DIVISION 2. - COMMUNITY DEVELOPMENT BOARD

Sec. 27-37. - Purpose.

Zoning is the single most powerful legal enforcement of an overall urban concept, but alone it does not create beauty, aesthetic order, or amenity. The purpose of this board is, therefore, to apply this Code and the comprehensive plan to preserve various elements of urban beauty and to require that new projects enhance existing values. Preservation of special local characteristics of site, aesthetic tradition, natural beauty, and redevelopment potential should be a high priority. The natural beauty of the beaches, the ocean, and the Intracoastal Waterway, for example, should only be enhanced. This board should act to promote the best interest of the community, in the effort to achieve these goals.

Sec. 27-38. - Officers.

(i) *Subcommittees.* The board may create whatever subcommittees it deems necessary to carry out the purposes of the board. The board may have a standing subcommittee that will serve as the historic preservation board for the city, as deemed necessary.

Sec. 27-39. - General functions, powers and duties.

(3) Specifically, the board shall have the following functions, powers, and duties for long range planning within the city:

b. Upon request by the city council, the board shall provide advice about specific planning, zoning, development, historic preservation, and land use issues and policies.

c. The board shall keep the city council and the general public informed and advised on the planning, zoning, development, historic preservation, and land use issues and policies of the city.

(9) The board shall have the following functions, powers, and duties for historic preservation within the city:

a. The board shall work with the Jacksonville Historic Landmarks Commission in assisting property owners of historically significant structures in applying for and utilizing state and federal assistance programs.

b. The board shall work with residents to nominate historically significant structures for state and federal designation.

c. The board shall advise the city council concerning the effects of local government actions on cultural resources.

d. The board shall advise property owners and city departments concerning the proper protection, maintenance, enhancement, and preservation of cultural resources.

ARTICLE IV. - LAND USE

Sec. 27-214. - Findings of fact.

The city council finds that unrestricted use of land and uncontrolled development can reduce the quality of life for the residents and visitors to Neptune Beach. In addition, the control of land uses, and development promotes the public health, safety general welfare, and the natural, historical, and cultural environment.

Sec. 27-215. - Purpose and intent.

(b) The intent of this zoning article is to ensure that the city's adopted goals are pursued and to insure that other necessary and desired land uses are regulated. This article is also adopted for the following purposes:

(1) To regulate and limit the height and size of buildings;

(2) To regulate and limit the intensity of the use of land;

(3) To regulate traffic circulation on public streets and highways in order to lessen congestion;

(4) To provide for adequate light, air, open space, and scenic views;

(5) To promote civic amenities of natural, historical, and cultural importance and of beauty and visual interest;

(6) To regulate density of population and thus prevent the overcrowding of land in order to facilitate the provision of adequate community facilities and services such as water, sewerage, schools, parks and similar city functions;

(7) To promote a wholesome, serviceable, and attractive city, increase the safety and security of home life, and preserve and create a more favorable living environment; (8) To

classify, regulate and restrict the location of trades and industries; and (9) To minimize the conflict between land uses.

Sec. 27-222. - Purpose and intent of zoning districts. (b) 1. j:

To preserve distinctive examples of existing architecture that have contributed to the historic development of Neptune Beach's character.

Sec. 27-243. – Special requirements in the RC overlay.

The standards in this section apply to land in the Residential Conservation (RC) overlay to acknowledge its historic development pattern and to ensure that renovated and new residential buildings in this overlay will support safe pedestrian, transit, bicycle, and vehicular circulation and allow for infill development that is sensitive to the character and history of the surrounding neighborhood.

Comprehensive Plan Policies

Goal C.2

Preserve and protect housing of historic significance as well as other components of the existing housing inventory.

Objective C.2.1

Historically Significant Housing

C.2.1.2 The City shall discourage development actions that have the potential to destroy or irretrievably damage the City's identified historic and architectural resources.

C.2.1.3 The City shall encourage the rehabilitation and adaptive reuse of historically significant housing and will ensure that in the event that any new density limits are created, these shall not create nonconformities for properties in existence prior to the establishment of these density limits.

Objective A.1.4

(B) Residential: Residential uses shall be permitted in the following six areas designated on the FLUM in accordance with the applicable permitted density and as further controlled by the Land Development Regulations (LDRs) and the Florida Building Code. Residential areas are classified as either "Traditional Residential" or "Suburban Residential", both of which are split into three intensity categories:

(1) Traditional Residential I: Characterized by historical development patterns that are south of Florida Boulevard to Seagate Avenue and are bordered by Fifth Street to the west and Third Street to the east. Densities are limited to 5 residential units per gross acre.

(2) Traditional Residential II: Characterized by historical development patterns that exist east of Third Street and in the northwestern corner of the City along Florida Boulevard between Atlantic Boulevard and Oakhurst Drive. Densities are limited to 10 residential units per gross acre,

though exceptions are permitted for existing duplexes east of Third Street on lots of at least 5,000 square feet, which shall be deemed conforming provided they comply with impervious surface reductions and any other retrofit requirements set forth in the LDRs or they are replaced with a new duplex that meets all building requirements other than minimum lot size and density.

(3) Traditional Residential III: Characterized by historical development patterns in the northwest corner of Neptune Beach that are along the marsh and between Pine Place and Marsh Point Road. Densities are limited to 17 residential units per gross acre. Intensity category III is meant to accommodate the densest and most compact residential types in the city.

Sec. 27-147. - Required findings needed to issue a variance.

The community development board shall not recommend approval of any variance unless it makes a positive finding, based on substantial competent evidence presented at the public hearing, on each of the following criteria:

- (1) The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.
- (2) The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.
- (3) The proposed variance would not adversely affect adjacent and nearby properties or the public in general.
- (4) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.
- (5) The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.
- (6) The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.
- (7) Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.



Parking Fee In Lieu Study

April 2023



Contents

- 1 Introduction
- 2 Approach
- 3 Findings
- 4 Next Steps/Recommendations



1 Introduction

2

4

Neptune Beach Fee in Lieu of Parking Program

Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District

In order to facilitate the improvement and redevelopment of properties in the Central Business District (CBD) in a manner that is consistent with the existing character of the neighborhood, the owner of a property may request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. Any required ADA spaces must still be provided on-site. Requests to use the payment-in-lieu of parking fee for alternative compliance with the off-street parking requirements shall be submitted to the community development department and may be reviewed by the Community Development Board and the Community Development Director, as applicable.

Neptune Beach Fee in Lieu of Parking Program

- Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.

(a) Fee calculation. The amount of the payment to the payment-in-lieu of parking program shall be determined by the average cost to the city for the construction of a parking space in a parking structure or parking area on a program wide basis which shall be determined by the director of finance in coordination with the public services director and the community development director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal, engineering, actual construction, and permit review and inspection. Additionally, the fee shall be calculated and paid for all required parking spaces for the use to receive a reduction in the number of parking spaces required.

Neptune Beach Fee in Lieu of Parking Program

- Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.

(1) New construction and substantial improvements, payment in full required. For new construction and substantial improvements to existing construction as defined in section 27-15, the Payment in-Lieu of Parking fee shall be satisfied by two (2) equal payments as determined by the Community Development Department fee adopted by separate City Council resolution and updated from time to time...

(2) Existing structures. When expansion, alteration or rehabilitation, or change of use of an existing structure ...the in-lieu fee shall be satisfied by one of the following methods:

- a. Two (2) equal payments as set by the Community Development Department fee schedule as adopted from time to time by resolution (certificate of use shall be substituted for certificate of occupancy for change of building use triggering an increase in parking requirements).
- b. For applicants qualified to participate in an in-lieu of parking fee agreement, the amount due may be spread out into monthly payments for up to two (2) years pursuant the agreement requirements and payment plan detailed in subsections (b) and (c) below.

Neptune Beach Fee in Lieu of Parking Program

- Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.
 - (b) In-lieu of parking fee agreement. Existing structure applicants who are required to contribute in lieu of two (2) or more required parking spaces but will not pay the entire in-lieu fee due prior to issuance of the certificate of occupancy or certificate of use, must enter into an in-lieu of parking fee agreement with the city....
 - (c) Fee collection for monthly payment plan. The first fee payment for applicants entering into an in-lieu of parking fee agreement shall be paid to the Community Development Department prior to the issuance of a building permit for construction of a principal building or structure on the lot
 - (d) Administration. The Community Development Department shall administer the collection of in-lieu funds. The finance department shall administer the collection of monthly fees for applicants entered in an in-lieu of parking fee agreement using information provided in writing by the Community Development Department.

Neptune Beach Fee in Lieu of Parking Program

- Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.

(e) Deposit of payment-in-lieu program funds. Funds generated through the in-lieu fee program shall be deposited in the payment-in-lieu of parking fund, which may consist of one or more city accounts specifically established to provide parking and related transportation improvements within the payment-in-lieu districts and adjacent priority parking districts. The Mobility Management Director and the Community Development Board shall maintain a map which identifies priority parking districts, areas which are strategically located to provide future parking that is within walking distance of the Central Business District.

Neptune Beach Fee in Lieu of Parking Program

- Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.

- (f) Use of payment-in-lieu program funds. The fee collected in the payment-in-lieu fund shall be used to fund the following activities which support the provision of parking structures and facilities in commercial districts and for institutional uses:
 - (1) Acquire, construct, or develop off-street and on-street parking and related facilities;
 - (2) Fund the capital costs associated with new, upgraded, or expanded off-street parking areas serving land uses within the priority parking districts.
 - (3) Acquisition of land for present and future mobility improvements or interim parking uses; or
 - (4) Reimburse capital costs or advances, or related financing costs, for spaces in existing facilities or to be constructed which are designated or set aside for the program.



1

2 Approach

4

Methodology

- Reviewed municipal fee in lieu programs at peer beach/tourist-driven municipalities
 - Coconut Grove, FL
 - Delray Beach, FL
 - Pompano Beach, FL
 - Dania Beach, FL
 - Lauderdale By The Sea, FL
 - Hollywood, FL
- Determine fee approaches (Cost of construction vs. Flat Fee)
- Review estimated costs to build parking to see upper limit on potential in-lieu fee
- Review approaches to establishing Neptune Beach's in-lieu fee for parking
 - Program intent and approach (Cost of construction vs. Flat Fee)
 - Fee recommendations



1

2

3 Findings

2

Summary of Fee in Lieu Programs

- Fees vary substantially across the US, and even within a community. Several different zones may be designated, each with a different per space fee, as shown in the figure below.

Community	Capital Contribution	Payment Plan
Coconut Grove, FL	\$5,400	Lump sum or in installments
Delray Beach, FL	\$4,600 to \$23,660, depending on the zone	Lump sum or in installments
Pompano Beach, FL	\$14,010 per space	Lump sum before occupancy or interest in land trade
Dania Beach, FL	\$30,000 per space (formally \$6,500 per space)	Two lump sum installments before occupancy
Lauderdale By The Sea, FL	\$5,000 per space (first two), then \$20,000 each after two	Two lump sum installments before occupancy
Hollywood, FL	\$5,000 per space	Lump sum before occupancy

COST OF CONSTRUCTION VS. FLAT FEE

Summary of Fee in Lieu Programs



- In-lieu fee program examples:
 - **Coconut Grove (Miami), FL : \$5,400**
Flat Fee (NOT BASED ON COST OF CONSTRUCTION) - Funds budgeted for the maintenance and repair of all capital improvements within the district
 - **Delray Beach, FL: \$4,600 - \$23,600**
Flat Fee (NOT BASED ON COST OF CONSTRUCTION) - Funds may be used for any parking purposes or pedestrian/bicycle infrastructure in the district, studies, improve street lighting
 - **Dania Beach, FL: \$30,000**
Fee Based On Cost Of Construction – Funds must be used to acquire, construct or develop off-street and on-street parking and related facilities
Prior to 2022, was \$6,500, funds used to maintain district paid parking in a Mobility District.
 - **Pompano Beach, FL : \$14,010**
Fee Based On Cost Of Construction – Funds must be used to acquire, construct or develop off-street and on-street parking and related facilities
 - **Lauderdale By The Sea, FL: \$5,000**
Flat Fee (NOT BASED ON COST OF CONSTRUCTION) – Funds may be used to provide an alternative to the required onsite parking spaces, funds may be utilized by the Town for parking alternatives
 - **Hollywood, FL: \$5,000**
Flat Fee (NOT BASED ON COST OF CONSTRUCTION) – Funds may be used to provide parking and related Improvements in the vicinity of the subject property.

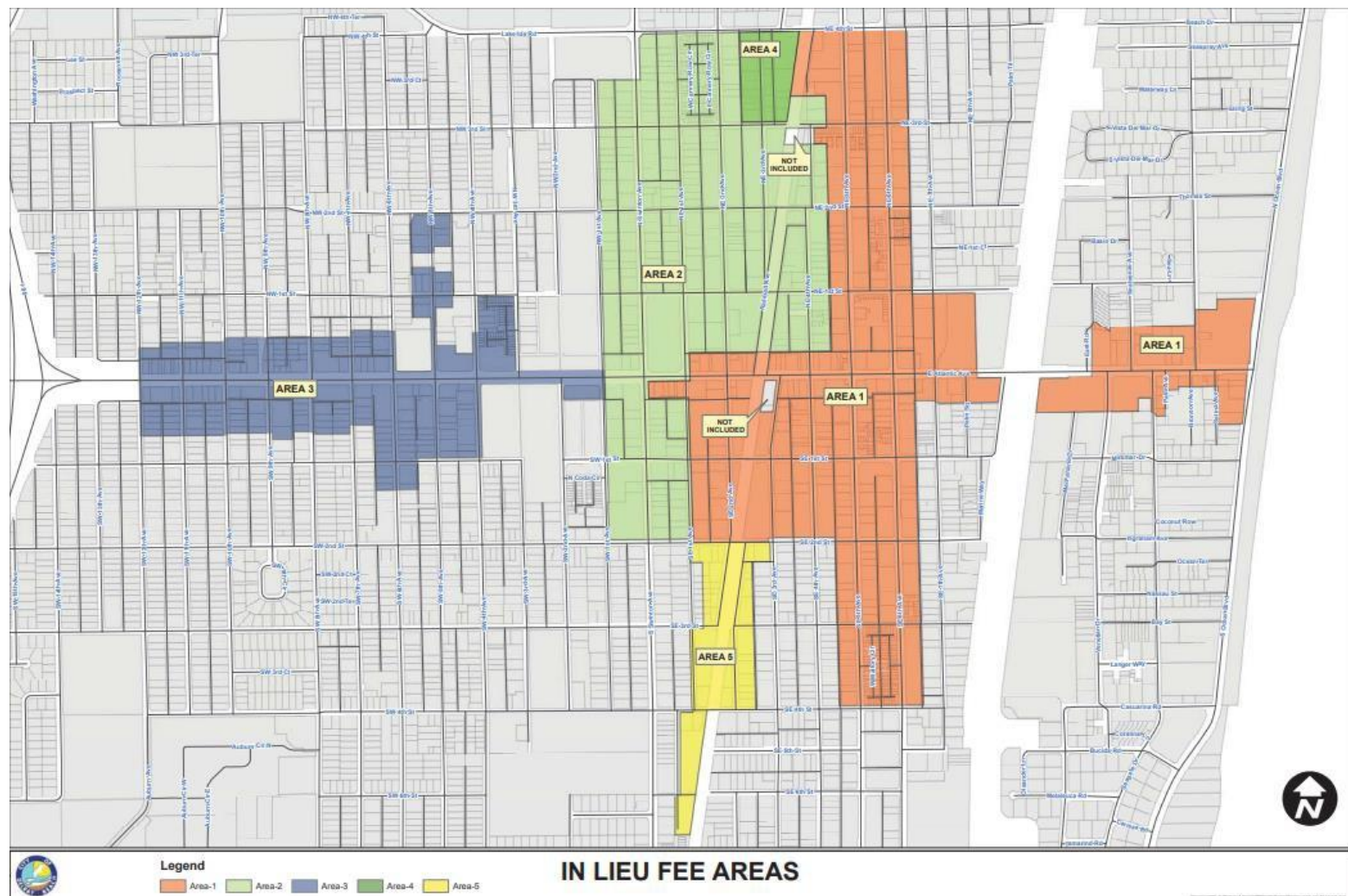
Coconut Grove Fee in Lieu Program

- Miami Florida Code of Ordinances
 - Chapter 35, Article V, Sec. 35-220 to 224 - Payment in lieu of required off-street parking
- Funds can be used to:
 - Acquire property for parking purposes;
 - Construct, maintain, operate, lease, manage, or provide off-street parking facilities for public use;
 - Fund publicity campaigns, graphics and signage, and other informational devices;
 - Coordinate plans for parking facility improvements and expansion with public transportation plans and operations in the vicinity;
 - Provide a public shuttle, tram or trolley service and related physical improvements such as bus shelters and right-of-way modifications; and
 - Pay for other parking related costs.
- While the per space in lieu fee to obtain a permanent parking waiver is **\$5,400**, it can be paid in installments with interest over a 15-year period
 - Base parking space waivers are grandfathered into the program by allowing participants to pay an annual fee of \$540 per space, subject to inflation every five years or convert to a permanent certificate of waiver
 - The Business Improvement District also implements a sidewalk café rental fee of \$600 per space per year for restaurants who require supplemental parking
 - The in-lieu fee is increased once every five years, starting in 2007, based on the CPI for urban consumers.



City of Delray Beach Fee in Lieu Program

- Delray Beach Land Development Regulations
 - Section 4.6.9 (E) – Off-Street Parking Regulations, Location of Parking Spaces, In-Lieu Fee
- Only specifies that the funds be used for parking purposes or pedestrian/bicycle infrastructure.
- Since implementation in 1998, the program has evolved from a flat fee of \$567 per space regardless of location to a more nuanced program with five different zones in the downtown, each with an associated per space fee
 - Area 1: \$23,660
 - Area 2: \$10,140
 - Area 3: \$4,600
 - Area 4: \$4,600
 - Area 5: \$4,600



City of Pompano Beach Fee in Lieu Program

- City of Pompano Beach Zoning Ordinance
 - Chapter 15, Article 5 – Development Standards
 - Section 155.5102 (J) Off-Street Parking Alternatives - Payment of Fee to Master Parking Program in Lieu of Providing Required Parking
- City costs for which in-lieu fees may be spent include:
 - Cost of land, leases, rights, easements and franchises;
 - Financing charges;
 - Interest paid before and during construction;
 - Cost of plans and specifications;
 - Cost of engineering and legal services and other expenses necessary or incidental for determining the feasibility or practicability of construction, reconstruction or use;
 - Cost of all labor and materials; and
 - Administrative expenses and such other expenses as may be necessary or incidental to the provision of public parking spaces.
- The per space in-lieu fee in Pompano Beach is currently **\$14,040**, which was increased in 2014, based on CPI in preceding years. It was originally set at \$6,000 per space in 1997, increasing to \$12,000 per space in 2007.



City of Dania Beach Fee in Lieu Program

- Implemented in 2010 in the Dania Beach Code of Ordinances
 - Chapter 28 – Land Development Code, Part 2 – Site Development Regulations
 - Section 265-92 Parking in-lieu of providing off-street parking
- The per space in-lieu fee is currently set at **\$30,000** which is paid in two installments.
 - If the project is new construction, both installments must be received before the Certificate of Occupancy is issued.
 - If the project entails renovation or expansion of an existing structure, only one of the \$3,250 installments needs to be received before the Certificate of Occupancy or Use is issued. Payment of the second installment can be paid at a later date, the details of which are outlined in an In-Lieu Parking Fee Agreement.
- In coordination with the Public Services Director and Community Development Director, the per space in-lieu fee is determined by the average cost to the city for construction of a space in a garage on a program wide basis. The cost calculation accounts for actual costs and fees covering:
 - Land acquisition;
 - Design and planning;
 - Legal;
 - Engineering;
 - Actual construction; and
 - Permit review and inspection.
- The in-lieu fee is reviewed annually by the Community Development Department and may be further adjusted by the City Commission based on estimates of the actual cost of providing parking spaces.

City of Dania Beach Fee in Lieu Program

- Per the code, the in-lieu funds collected can be used to:
 - Acquire, construct or develop off-street and on-street parking and related facilities;
 - Fund the capital costs associated with new, upgraded or expanded off-street parking area serving land uses within the priority parking districts;
 - Acquire land for present and future garage construction or interim parking uses; or
 - Reimburse capital costs or advances, or related financing costs, for spaces in existing facilities or to be constructed which are designated or set aside for the program.
- The current in-lieu fee option has never been utilized in Dania Beach as the City encourages improvements to other modes before developers pursue the in-lieu fee option and likely due to the high cost.
- Prior to 2022, FLAT RATE was \$6,500
- Incentive based program to permit redevelopment in downtown
- Provided a real alternative to physical parking to allow expansion, conversion, and development
- Funds used to maintain district paid parking in a Mobility District.



Summary of Fee in Lieu Rates

Community	Capital Contribution	Payment Plan
Coconut Grove, FL	\$5,400	Lump sum or in installments
Delray Beach, FL	\$4,600 to \$23,660, depending on the zone	Lump sum or in installments
Pompano Beach, FL	\$14,010 per space	Lump sum before occupancy or interest in land trade
Dania Beach, FL	\$30,000 per space (formally \$6,500 per space)	Two lump sum installments before occupancy
Lauderdale By The Sea, FL	\$5,000 per space (first two), then \$20,000 each after two	Two lump sum installments before occupancy
Hollywood, FL	\$5,000 per space	Lump sum before occupancy

COST OF CONSTRUCTION VS. FLAT FEE

PARKING STRUCTURE COST OUTLOOK FOR 2022



2022 ▲ **8.6%**
CONSTRUCTION COST FROM 2021

City	Index	Cost/Space	Cost/SF
Albuquerque	86.3	\$24,078	\$71.81
Atlanta	91.3	\$25,473	\$75.97
Birmingham	87.8	\$24,496	\$73.06
Boston	113.1	\$31,555	\$94.11
Charlotte	87.2	\$24,329	\$72.56
Chicago	117.3	\$32,727	\$97.61
Cincinnati	90.8	\$25,333	\$75.56
Cleveland	96.3	\$26,868	\$80.13
Denver	91.8	\$25,612	\$76.39
Dallas	86.2	\$24,050	\$71.73
Detroit - Median	100.0	\$27,900	\$83.21
Houston	85.1	\$23,743	\$70.81
Indianapolis	91.9	\$25,640	\$76.47
Jacksonville	85.2	\$23,771	\$70.90
Kansas City, MO	97.0	\$27,063	\$80.71
Las Vegas	104.7	\$29,211	\$87.12
Los Angeles	113.2	\$31,583	\$94.20
Miami	86.4	\$24,106	\$71.89
Minneapolis	108.0	\$30,132	\$89.87
Nashville	89.3	\$24,915	\$74.31
New Orleans	86.5	\$24,134	\$71.98
New York - Highest	129.1	\$36,019	\$107.43
Oklahoma City - Lowest	84.5	\$23,576	\$70.31
Philadelphia	115.2	\$32,141	\$95.86
Phoenix	88.1	\$24,580	\$73.31
Pittsburgh	100.3	\$27,984	\$83.46
Portland, OR	102.7	\$28,653	\$85.46
Richmond	88.7	\$24,747	\$73.81
St. Louis	101.3	\$28,263	\$84.29
Salt Lake City	89.8	\$25,054	\$74.72
San Diego	110.4	\$30,802	\$91.87
San Francisco	127.5	\$35,573	\$106.09
Seattle	106.9	\$29,825	\$88.95
Tampa	86.2	\$24,050	\$71.73
Washington, D.C.	96.9	\$27,035	\$80.63
National Median	100	\$27,900	\$83.21

National Median
\$27,900

Source:
WGI PARKING STRUCTURE
COST OUTLOOK FOR 2022

Cost Estimate for Surface Parking

Approach

- Review of recent downtown land sales
- Utilize 50' x 100' lot with street access on 50' side to estimate total number of parking spaces
- Apply cost to convert a dirt lot to surface parking
- Apply annual costs

Key Assumptions

- \$115 per square foot for land (midpoint value of recent sales)
- \$20 per square foot to convert dirt lot to a parking lot, which does not include costs of stormwater retention/treatment
- Average parking space size of 500 square feet
- \$150 per space per year for operating expenses, maintenance, and capital reserve

Summary

- \$67,500 in upfront costs per space
- \$150 per space in annual costs to operate and maintain surface parking

Summary of Parking Cost Estimates

Parking Type	Cost to Construct per Space	Cost of Land per Space	Total Cost per Space	Annual Costs per Space
Above-Grade Parking Structure	\$42,500	\$7,800	\$50,300	\$890
Above-Grade Parking Structure with Support for Rooftop Amenity Level	\$51,000	\$7,800	\$58,800	\$920
Surface Parking	\$10,000	\$57,500	\$67,500	\$150

Note that parking cost estimates are illustrative and based on conditions at the time of this report. Above-grade parking structure costs to construct may be higher depending on other factors including more elaborate façade design and needs to support a rooftop amenity level.

Source: Walker Consultants Ocean City Downtown Fee In Lieu Program Study December 6, 2022



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4 Next Steps

Summary

Cost of Construction Basis

- Requires a land-value appraisal to estimate the cost
- Fee based on Actual Construction Cost Estimate with accurate data
- Cost Estimate studies can be complicated, time-consuming, and expensive
- Fees tend to be high, Range from \$14,000 to \$27,520 to More per space
- Funds must be used to acquire, construct or develop off-street and on- street parking and related facilities

Flat fees

- Developer can easily incorporate the fee in a financial analysis
- Flat rate fee not complicated to establish
- Incentive based alternative to parking to allow redevelopment
- Fees tend to be lower, Range from \$2,000 to \$10,000 per space
- Funds may be used parking and related mobility Improvements in the district, maintain district paid parking.

Next Steps

- Determine in-lieu fee approach
COST OF CONSTRUCTION VS. FLAT FEE
- Determine approach to establish fee per space
Actual Construction Cost Estimate vs. Flat Fee based on similar rates in other Cities
- Establish fee per space
- Adopt Fee Resolution
- Accept applicant requests to use the payment-in-lieu of parking fee
- Amend Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District as required

Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.

In order to facilitate the improvement and redevelopment of properties in the Central Business District (CBD) in a manner that is consistent with the existing character of the neighborhood, the owner of a property may request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. Any required ADA spaces must still be provided on-site. Requests to use the payment-in-lieu of parking fee for alternative compliance with the off-street parking requirements shall be submitted to the community development department and may be reviewed by the Community Development Board and the Community Development Director, as applicable.

- (a) ***Fee calculation.*** The amount of the payment to the payment-in-lieu of parking program shall be determined by the average cost to the city for the construction of a parking space in a parking structure or parking area on a program wide basis which shall be determined by the director of finance in coordination with the public services director and the community development director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal, engineering, actual construction, and permit review and inspection. Additionally, the fee shall be calculated and paid for all required parking spaces for the use to receive a reduction in the number of parking spaces required.
 - (1) ***New construction and substantial improvements, payment in full required.*** For new construction and substantial improvements to existing construction as defined in section 27-15, the Payment in-Lieu of Parking fee shall be satisfied by two (2) equal payments as determined by the Community Development Department fee adopted by separate City Council resolution and updated from time to time. The first payment shall be made to the Community Development Department prior to issuance of a building permit for a principal building or structure on the lot. The second payment shall be made prior to the issuance of the first certificate of occupancy. New construction and substantial improvements to existing construction shall not be qualified to participate in a payment in lieu of parking fee agreement.
 - (2) ***Existing structures.*** When expansion, alteration or rehabilitation, or change of use of an existing structure which does not meet the definition of a substantial improvement to existing construction as defined in section 27-15 results in an increased parking requirement as determined in accordance with the Code, the in-lieu fee shall be satisfied by one of the following methods:
 - a. Two (2) equal payments as set by the Community Development Department fee schedule as adopted from time to time by resolution (certificate of use shall be substituted for certificate of occupancy for change of building use triggering an increase in parking requirements). Applicants who are required to contribute in lieu of one (1) parking space must pay in full prior to the issuance of a certificate of use or a certificate of occupancy (whichever comes sooner).
 - b. For applicants qualified to participate in an in-lieu of parking fee agreement, the amount due may be spread out into monthly payments for up to two (2) years

pursuant the agreement requirements and payment plan detailed in subsections (b) and (c) below.

- (b) ***In-lieu of parking fee agreement.*** Existing structure applicants who are required to contribute in lieu of two (2) or more required parking spaces but will not pay the entire in-lieu fee due prior to issuance of the certificate of occupancy or certificate of use, must enter into an in-lieu of parking fee agreement with the city. The executed agreement shall be recorded by the community development department prior to the issuance of the certificate of occupancy or certificate of use, as applicable. The obligations imposed by the agreement shall constitute a restrictive covenant upon a property, and shall bind successors, heirs and assigns in favor of the city. The restrictive covenant shall be released by the city only upon full payment of the in-lieu parking fees due. In-lieu of parking fee agreements shall only be made between the city and the owner(s) of the subject property.
- (c) ***Fee collection for monthly payment plan.*** The first fee payment for applicants entering into an in-lieu of parking fee agreement shall be paid to the Community Development Department prior to the issuance of a building permit for construction of a principal building or structure on the lot. If no building permit is needed, the first payment shall be due and paid to the Community Development Department at the time the certificate of use, or certificate of occupancy (if required) is issued. The remaining amounts shall be paid in no more than twenty-four (24) monthly payments due on the first day of the first month, including interest calculated in the amount of five (5) percent per annum, until the city has received payment in full of the remaining balance.
- (d) ***Administration.*** The Community Development Department shall administer the collection of in-lieu funds. The finance department shall administer the collection of monthly fees for applicants entered in an in-lieu of parking fee agreement using information provided in writing by the Community Development Department. Additional payments and procedures for late payments and failure to pay penalties shall be established within the in-lieu of parking fee agreement.
- (e) ***Deposit of payment-in-lieu program funds.*** Funds generated through the in-lieu fee program shall be deposited in the payment-in-lieu of parking fund, which may consist of one or more city accounts specifically established to provide parking and related transportation improvements within the payment-in-lieu districts and adjacent priority parking districts. The Mobility Management Director and the Community Development Board shall maintain a map which identifies priority parking districts, areas which are strategically located to provide future parking that is within walking distance of the Central Business District.
- (f) ***Use of payment-in-lieu program funds.*** The fee collected in the payment-in-lieu fund shall be used to fund the following activities which support the provision of parking structures and facilities in commercial districts and for institutional uses:
 - (1) Acquire, construct, or develop off-street and on-street parking and related facilities;
 - (2) Fund the capital costs associated with new, upgraded, or expanded off-street parking areas serving land uses within the priority parking districts.

- (3) Acquisition of land for present and future mobility improvements or interim parking uses; or
- (4) Reimburse capital costs or advances, or related financing costs, for spaces in existing facilities or to be constructed which are designated or set aside for the program.