

8. ORDINANCES

PH A. Ordinance No. 2019-05, Chapter 6, Article I, Section 6-1 and Article II, Section 6-31, First Read and Public Hearing, An Ordinance of the City of Neptune Beach Amending Chapter 6, Article I, Section 6-1, Definitions, and Article II, Section 6-31(b)(1), Dogs on the Beach. p.73

9. OLD BUSINESS / NONE

10. NEW BUSINESS

A. Approval of Comprehensive Plan and Land Development Code RFQ. p.76

11. COUNCIL COMMENTS

12. ADJOURN

Respectfully submitted:


Andrew E. Hyatt, City Manager



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

AGENDA ITEM:	2A-North Florida Transportation Planning Organization (TPO)
SUBMITTED BY:	Denise Bunnewith, Planning Director, TPO
DATE:	May 1, 2019
BACKGROUND:	The North Florida TPO is developing the Transportation Improvement Program (TIP) for Fiscal Years 2019/2020 through 2023/2024. To increase public involvement, the North Florida TPO will present the projects planned and programmed for the area.
BUDGET:	N/A
RECOMMENDATION:	N/A
ATTACHMENT:	Beaches TIP Supplement
CITY MANAGER:	



March 21, 2019

The Honorable Elaine Brown, Mayor
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Dear Mayor Brown:

The North Florida TPO is developing the **Transportation Improvement Program (TIP) for Fiscal Years 2019/2020 through 2023/2024**. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties.

To increase public involvement in developing the TIP and to inform the City of Neptune Beach City Council as to the projects planned and programmed for the area, Denise Bunnewith would like to make a brief presentation at your **Monday, May 6** meeting. The presentation should take no more than 10 minutes and Denise will gladly answer any questions.

We look forward to meeting with you.

Sincerely,

A handwritten signature in black ink that reads "Wanda Forrest".

Wanda Forrest
Transportation Planning Manager

NORTH FLORIDA TPO

Transportation Improvement
Program FY 2019/20 - 2023/24

Beaches TIP Supplement



Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ATLANTIC BLVD (SR 10) @ SAN PABLO RD (CR101A) - 4343981							*Non-SIS*
TRAFFIC SIGNAL UPDATE							Length: .007
Responsible Agency: FDOT							
CST	DIH	0	0	10,184	0	0	10,184
CST	DDR	0	0	952,494	0	0	952,494
Total		0	0	962,678	0	0	962,678
<i>Prior Cost < 2019/20</i>		<i>172,603</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>1,135,281</i>
ATLANTIC BLVD (SR 10) @ THIRD ST (SR A1A) - 4435531							*Non-SIS*
INTERSECTION (MODIFY)							Length: .232
Responsible Agency: FDOT							
PE	ACCM	106,000	0	0	0	0	106,000
CST	CM	0	562,428	0	0	0	562,428
Total		106,000	562,428	0	0	0	668,428
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>668,428</i>
ATLANTIC BLVD (SR 10) EB @ SAN PABLO RIVER (ICWW)BRIDGE#720044 - 4338411							*Non-SIS*
BRIDGE-REPAIR/REHABILITATION							Length: .445 MI
Responsible Agency: FDOT							
CST	DIH	0	0	52,403	0	0	52,403
CST	BRRP	0	0	3,295,855	0	0	3,295,855
Total		0	0	3,348,258	0	0	3,348,258
<i>Prior Cost < 2019/20</i>		<i>127,577</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>3,475,835</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
J TURNER BUTLER (SR 202) FROM I-95 TO SR A1A - 4228782							*SIS*
ADD LANES & RECONSTRUCT							Length: 9.562
Responsible Agency: FDOT							
PLN	D	5,000	5,000	5,000	5,000	0	20,000
Total		5,000	5,000	5,000	5,000	0	20,000
<i>Prior Cost < 2019/20</i>		<i>750,000</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>770,000</i>
J TURNER BUTLER BLVD (SR 202) @ SAN PABLO - 4394671							*Non-SIS*
INTERSECTION (MODIFY)							Length: .197
Responsible Agency: FDOT							
RRU	LF	1,500,056	0	0	0	0	1,500,056
CST	LF	1,465,185	0	0	0	0	1,465,185
CST	GFSU	2,861,138	0	0	0	0	2,861,138
CST	DIH	139,249	0	0	0	0	139,249
CST	SU	6,368,257	0	0	0	0	6,368,257
Total		12,333,885	0	0	0	0	12,333,885
<i>Prior Cost < 2019/20</i>		<i>1,977,997</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>14,311,882</i>
JT BUTLER (SR 202) FROM PHILIPS HIGHWAY TO SRA1A - 4357571							*SIS*
ITS COMMUNICATION SYSTEM							Length: 12.700
Responsible Agency: FDOT							
PE	DIH	5,000	0	0	0	0	5,000
PE	DDR	300,000	0	0	0	0	300,000
CST	DIH	0	10,530	0	0	0	10,530
CST	DDR	0	1,158,300	0	0	0	1,158,300
Total		305,000	1,168,830	0	0	0	1,473,830
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>1,473,830</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
MAYPORT RD (SR 101) FROM ATLANTIC BLVD (SR 10) TO NAVAL BASE - 4432941							*SIS*
SAFETY PROJECT							Length: 3.509
Responsible Agency: FDOT							
CST	ACSS	0	0	2,440,818	0	0	2,440,818
CST	SA	0	0	24,332	0	0	24,332
Total		0	0	2,465,150	0	0	2,465,150
<i>Prior Cost < 2019/20</i>		<i>0</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>2,465,150</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
WONDERWOOD DR (SR 116) FROM WOMPI DR TO E OF ICWW BRIDGE - 4287963							*SIS*
DRAINAGE IMPROVEMENTS							Length: 6.068
Responsible Agency: FDOT							
RRU	LF	0	0	1,000,056	0	0	1,000,056
CST	LF	0	0	108,161	0	0	108,161
CST	DS	0	0	6,507,225	0	0	6,507,225
CST	DIH	0	0	27,025	0	0	27,025
PE	LF	0	0	200,056	0	0	200,056
CST	DDR	0	0	7,690,946	0	0	7,690,946
Total		0	0	15,533,469	0	0	15,533,469
<i>Prior Cost < 2019/20</i>		<i>1,410,168</i>	<i>Future Cost > 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>16,943,637</i>

APPENDIX I

Abbreviations & Acronyms

ABBREVIATIONS AND FUNDING SOURCES

AGENCIES

FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
JAA	Jacksonville Aviation Authority
JTA	Jacksonville Transportation Authority
SA/STJAA	St. Augustine/St. Johns County Airport Authority

PROJECT PHASES

ADM	Administration
CAP	Capital
CST	Construction
DSB	Design Build
ENV	Environmental
INC	Contract Incentives
LAR	Local Advance Reimbursement

MNT	Bridge/Roadway/Contract Maintenance
MSC	Miscellaneous
OPS	Operations
PD&E	Project, Development & Environment Study
PE	Preliminary Engineering
PLN	Planning
ROW	Right-of-Way Acquisition
RPY	Repayments
RRU	Railroad/Utilities

FUNDING SOURCES

ACBR	Advance Construction (BRT) – Federal Bridge Replacement
ACBZ	Advance Construction (BRTZ)
ACER	Advance Construction (ER)
ACCM	Advance Construction (CM)
ACEN	Advance Construction Equity Bonus National Highway
ACF0	Advance Construction for High Priority
ACIM	Advanced Construction Interstate
ACNP	Advance Construction (NHPP)

ACSA	Advanced Construction Transportation Management Areas
ACSB	Advance Construction for SABR STP Bridges
ACSE	Advanced Construction Enhancement
ACSH	Advanced Construction Hazard Elimination
ACSL	Advance Construction (SL)
ACSS	Advanced Construction Safety
ACSU	Advance Construction (SU)
BNBR	State Bonds (Statewide Bridges)
BNDS	Bond funding State
BNIR	Interstate R/W and Bridge Bonds
BRAC	Bridge Replacement
BRP	State Bridge Replacement
BRRP	State Bridge Repair and Rehabilitation
BRTZ	Federal Bridge Replacement - Off System
CIGP	County Incentive Grant Program
CM	Congestion Mitigation
CMAQ	Congestion Mitigation Air Quality
D	Unrestricted State Primary

DDR	District Dedicated Revenue (Gas Tax effective January 1, 1991)
DEM	Environmental Mitigation
DDRF	District Dedicated Matching Revenue Funds
DI	Statewide Inter/Intrastate Highways
DIH	State In-House Product Support
DIS	Strategic Intermodal System
DITS	District Intelligent Transportation Systems
DPTO	District Public Transportation Office
DS	State Primary Highways and PTO
DSBJ	I-295 Express Lanes – Capital
DU	State Primary/Federal Reimb
DWS	Weight Stations – State 100%
EB	Equity Bonus
EBNH	Equity Bonus - National Highway
EM19	GAA Earmarks FY 2019
FAA	Federal Aviation Administration
FTA	Federal Transit Administration
FTAT	FHWA Transfer to FTA (NON-BUD)
GFSU	General Fund

GMR	General Revenue for Strategic Intermodal System
GRSC	Growth Management of SCOP
HPP	High Priority Projects
HRRR	High Risk Rural Road
HSID	Intersection Crashes
HSLD	Lane Departure Crashes
HSP	Highway Safety Program
IMAC	Interstate Maintenance
IMD	Interstate Maintenance Discrete
JAA	Jacksonville Airport Authority
LF	Local Funds
LFB	Local Funds Budget
LFP	Local Funds for Participating
LFR	Local Funds/Reimbursable
LFRF	Local Funds/Reimbursable - Future
LOGT	Local Option Gas Tax
MG	Minimum Guarantee
NFPD	National Freight PGM-Discretionary

NHAC	National Highway System
NHBR	National Highway Bridges
NHPP	IM, Bridge Repl, Natnl Hwy-MAP 21
NHRE	Nat. Hwy. Perform – Resurfacing
PKBD	Turnpike Master Bond Fund
PKYI	Turnpike Improvement
PLH	Public Lands Highway
PLHD	Public Lands Highway Discretionary
PORT	Seaports
REPE	Repurposed Federal Earmarks
RHH	Rail Highway Crossings - Hazard
RHP	Rail-Highway Safety Crossings – Prot. Dev.
SA	Transportation Management Areas
SCED	2012 SB1998-Small County Outreach
SCOP	Small County Outreach Program
SCRA	Small County Resurfacing
SIWR	2015 SB2514A-Strategic INT SYS
SE	Transportation Enhancement Activities related to any Surface Transportation Program
SH	Hazard Elimination

SIBG	SIB funds – Growth Management
SIB1	State Infrastructure Bank
SL	STP Areas <=200K
SN	STP, Mandatory Non-Urban <=5K
SR	Surface Transportation Program (STP) Railroad Hazard Elimination
SR2T	Safe Routes - Transfer
SS	Any safety improvement eligible under the Section 130 Railway-Highway Crossings Program and the Section 152 Hazard Elimination Program (allocated by statutory formula)
STED	2012 SB1998-Strategic Econ Cor
STP	Surface Transportation Program
SU, XU	Surface Transportation Program (STP) in urban areas with a population of over 200,000
TALT	Transportation Alts – Any Area
TALU	Transportation Alts - >200K
TDTF	Transportation Disadvantaged Trust Fund (80% Federal/20% State)
TLWR	Suntrail
TMBJ	I-95 Express Lanes – Maintenance
TOBJ	I-95 Expressway Lanes - Operating
TMA	Transportation Management Areas - Areas with a population of over 200,000
TRIP	Transportation Regional Incentive Program

TRWR

TRIP Wheels on Road

XA

Surface Transportation Program (STP) in any urban areas.

XU, SU

Surface Transportation Program (STP) in urban areas > 200k



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, APRIL 1, 2019, 6:00 P.M.
CITY HALL, 116 FIRST STREET,
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Regular Meeting of the City Council of the City of Neptune Beach was held Monday, April 1, 2019, at 6:00 p.m. in the City Hall Council Chambers, 116 First Street, Neptune Beach, Florida.

Attendance	IN ATTENDANCE: Mayor Elaine Brown Vice Mayor Fred Jones Councilor Kerry Chin Councilor Josh Messinger Councilor Scott Wiley	STAFF: City Manager Andrew Hyatt Deputy City Manager Amanda Askew City Attorney Patrick Krechowski Finance Director Peter Kajokas Chief of Police Richard Pike Public Works Director Leon Smith City Clerk Catherine Ponson
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Call to Order/Pledge	Mayor Brown called the meeting to order at 6:00 p.m. and Vice Mayor Jones led the Pledge of Allegiance.
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AWARDS / PRESENTATION / RECOGNITION OF GUESTS

Water Conservation Month	Mayor Brown presented the Water Conservation Proclamation declaring the month of April as Water Conservation Month.
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APPROVAL OF MINUTES

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE THE FOLLOWING MINUTES, AS AMENDED**

February 27, 2019, Roundtable City Council Meeting
March 4, 2019, Regular City Council Meeting
March 18, 2019, Workshop City Council Meeting

Roll Call Vote:
Ayes: 5—Chin, Messinger, Wiley, Jones, and Brown.
Noes: 0

MOTION CARRIED

CITY MANAGER REPORT

City Manager
Report

City Manager Andy Hyatt reported the following:

- Easter in the Park is scheduled for Friday, April 19, 2019, at 10:00 a.m.
- The City's new website will go live on Monday, April 8, 2019. The City will also be live streaming through the website.
- Dancin' in the Streets is scheduled for Saturday, May 18, 2019.
- Mr. Hyatt gave an update on 1721 Lighty Lane.
- In the Jarboe Park Phase 1 Plan, the basketball court would be a multi-purpose basketball court.

Police Chief
Report

Police Chief Richard Pike gave an update of the coyote issue in Neptune Beach. A trail cam was installed on Camellia Terrace and did not reveal any coyotes. An alligator was spotted. Chief Pike advised the Florida Wildlife Commission has been contacted.

He invited everyone to participate in the upcoming Chief's Walk scheduled for Wednesday, April 3, 2019, beginning at 6:00 p.m. The walk will start at the Public Safety Building and continue south on Second Street. He added that the Police Department would be participating in Career Day at Neptune Beach Elementary on Friday, April 5, 2019, from 8:30 a.m. until 1:30 p.m.

COMMENTS FROM THE PUBLIC

Public Comment

Tim Peterson, 116 Pine Street, Neptune Beach, spoke regarding the Variance Appeal CDB V19-02, 823 First Street. He had submitted the appeal and stated that the decision of the Community Development Board (CDB) was not supported by competent substantial evidence and testimony produced at the public hearing. He added that the requirements to meet the variance were not met.

Mary Frosio, 1830 Nightfall Drive, Neptune Beach, spoke regarding the lighting ordinance. She commented that she believes in property owners' rights. However, those rights stop at the property lines. She stated that there is no proof that this lighting ordinance is targeted at one particular business, but it would affect that business. She commented that all that is needed is a deflector angled such that the lighting only goes to their property line.

Jane Park, 823 First Street, Neptune Beach, stated that, as a homeowner, she presented what she thought was prudent and good for the neighbors.

Alan Martin, 1113 First Street, Neptune Beach, spoke regarding water conservation. He requested the City include the times that watering is allowed in the water bills. He also stated that the fence installed at 1109 First Street extends past the stop sign.

CONSENT AGENDA

Beaches Green
Market License
Agreement

Beaches Green Market License Agreement

Jarboe Park
Phase 1
Engineering
Plan

Jarboe Park Phase 1 Engineering Plan

Resolution No. 2019-04, Penman Road Improvements

Resolution No. 2019-04, A Resolution of the Cities of Atlantic Beach, Jacksonville Beach, and Neptune Beach Requesting Improvements to Penman Road to Address Pedestrian and Bicyclist Safety, Vehicle Turning Movements at Vehicle/Pedestrian Conflict Points, Drainage and Aesthetics

Made by Messinger, seconded by Jones

MOTION: TO APPROVE THE CONSENT AGENDA

Roll Call Vote:

Ayes: 5–Messinger, Wiley, Chin, Jones, and Brown.
Noes: 0

MOTION CARRIED

VARIANCES / SPECIAL EXCEPTION / DEVELOPMENT ORDERS

Variance Appeal, CDB V19-02

Variance Appeal, CDB V19-02, 823 First Street. City Attorney Patrick Krechowski reminded the Council that this is a decision of the Community Development Board (CDB) that has been elevated by appeal. The Council is sitting in an appellate capacity and is bound by the record that has been presented. The Council cannot consider new evidence. They have three choices, which is to agree with, reject or modify the decision of the CDB.

Deputy City Manager Amanda Askew explained that in January 2019, the CDB heard an application for a variance at 823 First Street. The variance was, at that time, to reduce the front yard for a front porch and reduce the rear yard for a second story balcony and to add a rooftop enclosed area on a flat roof. The CDB asked the applicant to come back with another design. The revised application, submitted in February 2019, deleted the second story balcony on the east side and still requested the front porch on the front side on First Street and included the rooftop attic/storage area.

On February 13, 2019, the CDB voted to approve the setback variance for the front porch on First Street side and did not approve the increase in the floor area ratio, which would not allow the rooftop attic/storage area.

Councilor Chin questioned if City staff had informed the applicant of the allowed four-foot balcony without the need for a variance. He also added that there is no mention of a hardship.

Ms. Askew answered that the front and rear yard are existing nonconformities, so the balcony would not be allowed.

Councilor Messinger questioned where in the Code does it state that existing nonconformities cannot be enlarged.

Ms. Askew answered it is in Section 27-701 of the Code of Ordinances.

Mr. Krechowski confirmed Vice Mayor Jones' inquiry that the Council's role is to either uphold, deny or modify the CDB's decision and it is before the Council as there is a third party that has appealed the approval of Variance 19-02.

Vice Mayor Jones stated he had concerns regarding the hardship.

Councilor Wiley disclosed he had ex parte communications with the realtor, Rosemary Naughton, and Debbie Peterson, who submitted the appeal.

Councilor Wiley commented he too had concerns regarding the hardship. He added the lot was nonconforming and had been for some time.

Councilor Chin questioned what the motion would be. Mr. Krechowski clarified that the appeal is the mechanism and to focus the motion on the variance, which would be to approve, modify or deny.

Councilor Messinger asked if the variance was denied, would that prevent the applicant from coming back to the CDB. Mr. Krechowski explained that the applicant could do nothing, resubmit a modified application or appeal the Council's decision. The applicant would be charged another application fee.

Mayor Brown stated she wanted to be sure that the motion is made correctly. Mr. Krechowski explained that the motion should say if the Council approves or denies the decision of the CDB.

Councilor Messinger commented that from listening to the recording and reading the minutes, his concern is the rooftop deck and the spiral staircase leading to it. He questioned if a condition could be placed on the variance that no rooftop deck is allowed.

Mr. Krechowski advised that it could be done; however, the danger in modifying the decision is the appellate body (Council) must give a reason the CDB did not address.

Councilors Chin and Messinger agreed that the applicant could revise their plan to be in line with community standards.

Vice Mayor Jones remarked that this speaks to the need to redo the Land Development Code and develop an overlay district with appropriate design standards and build-to lines versus setbacks if the City's goal is walkability. This was a fundamental recommendation of the ULI TAP panel. He added that this gives the option to come back with another plan that works.

Made by Wiley, seconded by Chin.

MOTION: **TO DENY CDB V19-02 GRANTED BY THE CDB**

Roll Call Vote:

Ayes: 5–Wiley, Chin, Messinger, Jones, and Brown.
Noes: 0

MOTION CARRIED

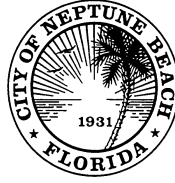
ORDINANCES

Ordinance No.
2019-02,
Nuisance
Lighting

Ordinance No. 2019-02, Chapter 28, Nuisances, Article III, Sections 28-11—28-15, Second Read and Public Hearing. An Ordinance Amending Chapter 28, Nuisances, of the Code of Ordinances of the City of Neptune Beach, by adding a new Article III, Nuisance Lighting, Sections 28-11—28-15; and Providing an Effective Date.

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

Councilor Wiley remarked that this issue should be simple. He stated that he does not think that the City should not engage in a lighting ordinance. He expressed that it is vague, it affects everyone, including residential and commercial, and there is no grandfather clause. It would be difficult to enforce. He added that he saw no reason to support this ordinance on the second and final read and make it law.



**MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, APRIL 15, 2019, 6:00 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA**

Pursuant to proper notice a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 15, 2019, at 6:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance

IN ATTENDANCE:
Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

STAFF:
City Manager Andrew Hyatt
Deputy City Manager Amanda Askew
City Attorney Patrick Krechowski
Finance Director Peter Kajokas
Chief of Police Richard Pike
Director of Public Works Leon Smith
City Clerk Catherine Ponson

Call to Order/Pledge of Allegiance

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

AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS

Roundabout Study Analysis

Christopher LeDew, Chief of Traffic Engineering, City of Jacksonville, presented the updated roundabout feasibility analysis for the intersection of Penman Road and Florida Boulevard. Also present were John Kolczynski, City of Jacksonville, and Josh Reichert and Stefan Escanes of Metric Engineering.

Mr. LeDew gave a broad overview of the study, which included explaining what a roundabout is, the differences between roundabouts and signals, feasibility, the safety benefits and design considerations for pedestrians and bicyclists.

Council discussion and questions included types of roundabouts, pedestrian safety, crash data, timing and delay analysis, alternative plans for the intersection and how it would affect homes surrounding the roundabout.

Mayor Brown thanked Mr. LeDew for his presentation and stated the Council would review and follow-up on this project.

CITY MANAGER REPORT

City Manager Report

City Manager Andy Hyatt reported the following:

- The Municipal Comprehensive Emergency Management Plan has been prepared and submitted to Duval County as required.

- Easter in the Park is scheduled for Friday, April 19, 2019, beginning at 10:00 a.m. in Jarboe Park.

Chief Richard Pike reported that Movies with the Mayor is scheduled for Saturday, April 27, 2019, at 6:00 p.m. in Jarboe Park. This is being sponsored by Community First, and there is no cost to attend the event. ,

COMMITTEE REPORTS

Land Use and Parks	Committee Chairman Josh Messinger reported that the committee met on Wednesday, April 10, 2019, at noon. He stated they discussed Jarboe Park tree mitigation funding, the RFQ for the Comprehensive Plan and Land Development Code, the Special Events Policy, the ordinance to make the dog leash lengths consistent and tree canopy restoration.
Strategic Planning and Visioning/ Transportation and Public Safety	Committee Chairman Fred Jones reported that both committees met on Thursday, April 11, 2019, and discussed funding/grants, the RFQ for the Comp Plan and LDC update, which will also include a sample RFQ to prepare a form-based code, and the roundabout study and evaluation. The transportation and public safety committee discussed the active transportation network streets, which includes a capital improvement plan for sidewalks and bike lanes, the parking program, and the Oakhurst Drive issue.
Finance/Charter/ Board Review	Committee Chairman Scott Wiley reported that his committee would meet on Wednesday, March 20, 2019, at 10:30 a.m. and would be discussing impact fees along with other budgetary items.

PUBLIC COMMENTS

Public Comments	<p>Mary Frosio, 1830 Nightfall Drive, Neptune Beach, spoke regarding the proposed roundabout. She stated that the roundabout is a viable solution. However, she had concerns for pedestrian safety.</p> <p>Shellie Thole, 217 Oleander Street, Neptune Beach, spoke regarding parking and residential creep. She also commented about the minimum width requirements and short-term rentals.</p> <p>Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding the roundabout. She expressed concerns for pedestrians and for the traffic exiting the roundabout.</p> <p>Ginny Thurson, 1200 7th Street, Neptune Beach, commented about the roundabout questioned if there were plans for ingress and egress on side streets such as Hagler Drive and Cedar Street. She also questioned if golf carts and scooters were under consideration in the parking program.</p>
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PROPOSED ORDINANCES

Ord. No. 2019-05, Animals, Sections and 6-1 and 6-31	<p><u>Proposed Ordinance No. 2019-05</u>, An Ordinance of the City of Neptune Beach Amending Chapter 6, Article I, Section 6-1, Definitions, and Article II, Section 6-31(b)(1), Dogs on the Beach</p> <p>Councilor Messinger explained this ordinance would make the leash length of 12 feet consistent throughout the Code.</p>
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CONSENSUS: **MOVE FORWARD FOR FIRST READ AT THE REGULAR COUNCIL MEETING ON MAY 6, 2019.**

CONTRACTS / AGREEMENTS / NONE

ISSUE DEVELOPMENT

Parking Program Update Parking Program Update. Parking Consultant Mark Rimmer reported that the pilot parking program is moving forward. He commented that the Cities were working on the golf cart aspect. The equipment is being manufactured. He has a meeting scheduled with Parkeon to begin setting up the integration with NuPark for the license plate recognition system. A meeting with the Merchants Association was held where short-term time limits and signage were discussed.

Mr. Rimmer continued that the kiosks would have an instructional video on how to use the kiosk and the app. Those same videos would be on the City website. A simple program has been developed for the residential buffer zone and how to manage the residential creep. Resident community meetings would be set up to receive public input, and a single-page informational flyer would be distributed. He added that the employee parking program is an agency program. He would assist with the enforcement and administration of that program.

Councilor Wiley commented that he had hoped all of the suggestions would be implemented prior to the proposed start date. He expressed his concerns for employee and residential parking.

Mr. Rimmer advised that the middle of May rollout is a “soft” rollout. There would not be any towing or ticketing. The policies would be in place. The parking attendants would be walking and not utilizing the slow-moving vehicle in the residential and commercial areas. They would also be answering any questions.

Mayor Brown stated that all of the information would come before the Council for approval.

Comp Plan and LDC Update Comprehensive Plan and Land Development Code Revision RFQ (Request for Qualifications). Deputy City Manager Amanda Askew explained that the proposed update for the Comprehensive Plan and Land Development Code (LDC) have been through the Land Use and Parks Committee and the Strategic Planning Committee. This would incorporate both the update to the Comp Plan and LDC rewrite. The City has a good foundation of the Comp Plan, and this would bring it into compliance with state requirements. The City would like to encourage sustainability, environmental qualities and look at the adaptation to the potential sea level rise. The LDC would take a hybrid approach with a form-based code.

The committees recommended changes to the RFQ, which included adding language requiring architectural diversity, promoting property maintenance, changes to the timeline, the Technical Assistance Panel (TAP) recommendations, and the form-based code provisions.

Councilor Wiley questioned who prepared the existing Comp Plan, if this a complete redo of the Master Plan, rather than an update, and expected costs.

Ms. Askew answered it was originally done by an outside firm and then the Planning Board updated it. She continued that the fundamental basis is there and the City needs to look at state requirements and density. She stated that this would also need to show the direction the City wants to go in the future and it would be a major update. She indicated it was not a budgeted item; however, by the time the project starts, items would be added for the new fiscal year. Using the same firm for both the Comp Plan and LDC would provide cost savings.

Vice Mayor Jones commented that public participation would be a huge component. He stated this would be the City's first real master and visioning process. He added that the pre-RFQ meeting would be important to the process and we need to make sure it is advertised through a number of different channels.

Councilor Messinger remarked that this is a great investment in the City's quality of life and future. This document will transcend this Council and future councils into the direction the City wants to go. He stated he agrees with the recommended changes presented and the timeline. He wants to make sure they are incorporated into the final RFQ.

Councilor Chin questioned if there were grants available to help cover some of the costs as some of the issues addressed include sea level rise, resiliency and tree canopies.

Ms. Askew explained that there had not been one received for the Comp Plan. However, the City was looking at a separate resiliency study and then follow up with the Comp Plan.

Mayor Brown questioned the wording "that requires architectural diversity for contiguously developed residential properties." She stated she had concerns with the word "requires." She suggested using the word "encourages" as the City has no architectural standards.

Ms. Askew stated that the word could be "encourages." She added that the thought process was to avoid "cookie-cutter" homes and have architectural features in the front of the home.

Councilor Messinger commented that the concern is the City is losing character on some of the streets where houses are being built. This would require the developer to engage with an architect to design different homes or make substantial changes.

Vice Mayor Jones stated that having a degree of architectural diversity was a critical item addressed in the ULI/TAP report. He mentioned that part of the benefit of having a form-based code is that a modicum of architectural diversity can be established.

The RFQ would be on the May 6th Council agenda after the wording has been incorporated as discussed.

City
Attorney/City
Manager Hiring
Process

City Attorney / City Manager Search Process. Mr. Hyatt reported that the ad for the City Manager has been posted on the Florida League of Cities and the Florida City and County Managers websites. It is also on the City's website with a deadline of May 15th, 2019. The ad for the City Attorney is posted until May 3rd, 2019 and he suggested scheduling a special meeting by the end of the month.

He thanked City Attorney Patrick Krechowski for his work for the City and the Mayor stated she appreciated him as well.

Councilor Wiley thanked Mr. Krechowski and asked if the new attorney would be on contract or in-house.

Mr. Hyatt answered that would need to be decided by the Council.

Councilor Messinger agreed a special meeting should be scheduled.

Mayor Brown added that more information would be available and whether the new attorney would be in-house or on contract would be discussed at that meeting

Res. No.
2019-05,
Pension Board
Members

Resolution No. 2019-05, A Resolution of the City of Neptune Beach Reappointing Members to the Police Officers' Retirement Board.

Mayor Brown explained that this would reappoint Jennifer Kowkabany and John Jolly to new terms on the Police Officers' Retirement Board.

CONSENSUS: MOVE FORWARD TO MAY 6, 2019 CONSENT AGENDA

Res. No.
2019-06,
American
Flood Coalition

Resolution No. 2019-06, A Resolution of the City of Neptune Beach Joining the American Flood Coalition

Mayor Brown explained this would allow the City to join the American Flood Coalition.

CONSENSUS: MOVE FORWARD TO MAY 6, 2019 CONSENT AGENDA

Public
Comment

Rona Brinlee, 220 1st Street, Neptune Beach, owner of Bookmark in the Beaches Town Center, thanked Mark Rimmer and the City for addressing the issue of having spaces available for a quick turnaround time.

Ann Hindman, 113 Bay Street, Neptune Beach, spoke regarding the importance of employee parking. She also questioned when the specifics of fees for residents would be disclosed.

Mayor Brown reported that the City of Neptune Beach is still working with the City of Atlantic Beach. It has been suggested that a special meeting be held and those issues would be addressed

COUNCIL COMMENTS

Councilor Chin questioned if it was useful to send a resolution or statement to Tallahassee from the beach cities addressing the short-term rental legislation that is being considered.

Mayor Brown stated that she, Mayor Latham of Jacksonville Beach and Mayor Glasser of Atlantic Beach have sent statements. She would provide the legislative committee members information to Council in order to send their statements.

Councilor Messinger reminded everyone of the Earth Day event on Saturday, April 21st, 2019. He encouraged all to come and visit the Butterfly Garden.

Councilor Wiley commented that as Earth Day and Arbor Day coincide and those events could be pulled together. He also encouraged emails or phone calls to senators for the short-term rentals due to the status of that bill.

Adjournment

There being no further business, the workshop meeting adjourned at 7:56 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	6A- Resolution No. 2019-05
SUBMITTED BY:	Police Officers' Retirement Board
DATE:	May 1, 2019
BACKGROUND:	The terms of Police Officers' Retirement Board members Jennifer Kowkabany and John Jolly expire in April. This will be Ms. Kowkabany's fourth regular term and Mr. Jolly's first regular two-year term. Mr. Jolly was initially appointed to fill the unexpired term of Robert Nunes.
BUDGET:	N/A
RECOMMENDATION:	Approval
ATTACHMENT:	Resolution No. 2019-05
CITY MANAGER:	



RESOLUTION NO. 2019-05

A RESOLUTION OF THE CITY OF NEPTUNE BEACH APPOINTING MEMBERS TO THE POLICE OFFICERS' RETIREMENT BOARD

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following board appointments:

POLICE OFFICERS' RETIREMENT BOARD

Member	Type	Term	Begins	Ends
Jennifer Kowkabany	Reappoint Regular	4 th 2 Year	04/06/2019	04/05/2021
John Jolly	Appoint Regular	1 st 2 Year	04/06/2019	04/05/2021

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 6th day of May, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	6B-Resolution No. 2019-06, A Resolution Joining the American Flood Coalition
SUBMITTED BY:	Mayor Elaine Brown
DATE:	May 1, 2019
BACKGROUND:	The American Flood Coalition is a nonpartison group of elected officials, civic groups, military leaders, and businesses that have come together to advocate for national solutions to flooding and sea level rise in our coastal and riverfront communities
BUDGET:	N/A
RECOMMENDATION:	Approval
ATTACHMENT:	Resolution No. 2019-06
CITY MANAGER:	



RESOLUTION NO. 2019-06

A RESOLUTION OF THE OF THE CITY OF NEPTUNE BEACH, FLORIDA JOINING THE AMERICAN FLOOD COALITION

WHEREAS, flooding during unusually high or King tides is a costly nuisance and a problem that if unaddressed will grow worse as sea levels continue to rise, and

WHEREAS, sea level rise has risen 8 inches since 1950 and its speed has increased threefold in recent years, with scientific projections forecasting another 8 inches of sea level rise in the next 20 years, and

WHEREAS, sea level rise of just 3 inches since 2000 has increased flooding in parts of Florida by over 300%, and

WHEREAS, sea level rise poses a unique threat to all Florida given the limestone bedrock beneath much of the state which allows rising sea water to infiltrate sewage systems and threaten groundwater supplies via salt water intrusion, and

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1.00 spent on disaster prevention saves up to \$7.00 in recovery costs, and

WHEREAS, national coordination and support are necessary for coastal communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities, and

WHEREAS, the American Flood Coalition is a forum for best practices and support in developing local and state-level responses to flooding and sea level rise that will enhance the City's resilience effort, and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand, and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions, and

WHEREAS, joining the American Flood Coalition will aid the City's efforts to protect against flooding without requiring any financial support or dues from the City, and

WHEREAS, the City has undertaken steps to educate and inform its residents and business owners as to the implications of sea level rise and has begun coordinating with the cities of Jacksonville, Jacksonville Beach and Atlantic Beach to identify and allocate resources and plan for the impacts of sea level rise on our collective communities, and

WHEREAS, the City Council finds that joining the American Flood Coalition will promote the welfare of City residents and business while ensuring the prosperity of the City economy by accelerating solutions to sea level rise and flooding, and

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

The City of Neptune Beach recognizes the need to advance national solutions to sea level rise and flooding and will work as a member of the American Flood Coalition to safeguard the welfare of the City's residents.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 6th day of May, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



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

AGENDA ITEM:	7A-CDB 19-05, Application for replat at 1229 Forest Oaks Drive
SUBMITTED BY:	Leigh Broward, Applicant
DATE:	May 1, 2019
BACKGROUND:	<p>The application for replat/subdivision is being made by Leigh Broward for the property known as 1229 Forest Oaks Drive. It is located on the east side of Forest Oaks Drive approximately 130 feet north of Florida Blvd. The property consists of one (1) lot approximately 160 feet wide by 228 feet deep and approximately 36,480 square feet. The purpose of the replat is to divide one (1) lot into two (2) lots.</p> <p>The subject properties are in the R-1 zoning district.</p>
BUDGET:	N/A
RECOMMENDATION:	The replat was denied by the CDB on April 10, 2019.
ATTACHMENT:	CDB 19-05 Application
CITY MANAGER:	

City of
Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 • FAX (904) 270-2432



MEMORANDUM

TO: Community Development Board (CDB)
FROM: Amanda L. Askew, Community Development Director
DATE: April 4, 2019
SUBJECT: CDB19-05 / 1229 Forest Oaks Dr. / (RE# 177653 1039), (Replat)

Background

The application for replat/subdivision is being made by Leigh Broward for the property known as 1229 Forest Oaks Drive. It is located on the east side of Forest Oaks Drive approximately 130 feet north of Florida Blvd. The property consists of one (1) lot approximately 160 feet wide by 228 feet deep and approximately 36,480 square feet. The purpose of the replat is to divide one (1) lot into two (2) lots.

The subject properties are in the R-1 zoning district.

Analysis:

The R-1 zoning requires a min. lot size of 12,000 square feet for a single-family home with a min. lot width of 100 feet. (Section 27-229-1). As defined in 27-15, lot width is "the distance measured in a straight line along the street right-of-way between the side lot lines as measured at the front building restriction line". On regular shaped (rectangle/square) lots the lot width is usually the required zoning district setback measured perpendicular to the property line. However, on some oddly shaped lots the building restriction line should be set at the zoning district required minimum lot width. In this case the property owner is restricting the building restriction line/front yard setback at a point in which the lot measures the required 100-foot lot width. While this is not an oddly shaped lot, it is the largest lot on the street (at almost twice the size of several of the lots). One of the proposed lots is 100-foot lot width at the property line that abuts the right-of-way and the second lot is 100 feet at the new building restriction line. Each of the proposed lots are approximately 18,240 square feet each. The properties have all necessary utilities and access to public rights-of-way.

Attached are a couple of examples in the same neighborhood with platted building restriction lines that are where the lot width matches the zoning district front yard setbacks. Other examples can be found throughout the city.

The application for replat meets all current zoning regulations and staff recommends approval.



APPLICATION FOR DEVELOPMENT PLAN REVIEW

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 4 FAX: 270-2432

Application Fee: \$250

Date Filed: 2/12/19

Name and address of the applicant requesting development review: (Note: if the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows:

Name & Address of Property Owner:	Telephone:
<u>Leigh B. Broward</u>	<u>904 860-9425</u>
<u>1299 Forest Oaks Dr</u>	E-Mail:
Property Address (if different from mailing):	Real Estate #:
<u>same</u>	<u>177653-1039</u>
	Lot: <u>13</u> Block:
	Subdivision:
	<u>Forest Oaks Dr.</u>
	Zoning District:

Name and Address of Agent/Applicant:	Telephone:
	E-Mail:

Describe Request being made: Replat to
Divide one lot into two lots (both single-family).

PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

[Signature]
Signature of the Owner

State of Florida
County of Duval

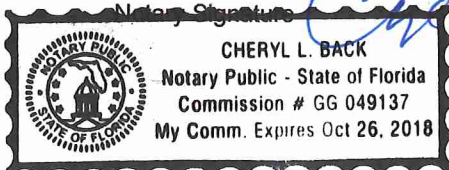
Signed and sworn before me on this 12th day of February, 20 19.

By Lee Broward

Identification verified: FL Drivers License Oath sworn: Yes No

Notary Signature [Signature]

My Commission expires: 10/26/18



SECTION 2 SOUTH, T11N R29E

S00°30'00"E 80.00'

LOT 11

THE NORTHERLY HALF OF LOT 13

LOT 13 EXCEPT FOR THE NORTHERLY HALF

FLOOD ZONE "AE" (EL 6 FEET)
FLOOD ZONE "X" (SHADED)

100' Building Restriction Line (BRL)

100'

LOT 12

25' BUILDING RESTRICTION LINE

100'
CHORD=N19°30'00"W 70.68'
ARC=70.86° RADIUS=2290.00'
DELTA=13°59'57"

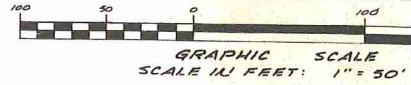
60'
FLOOD ZONE "X" (SHADED)
FLOOD ZONE "AE" (EL 6 FEET)

N26°30'00"W 10.14'

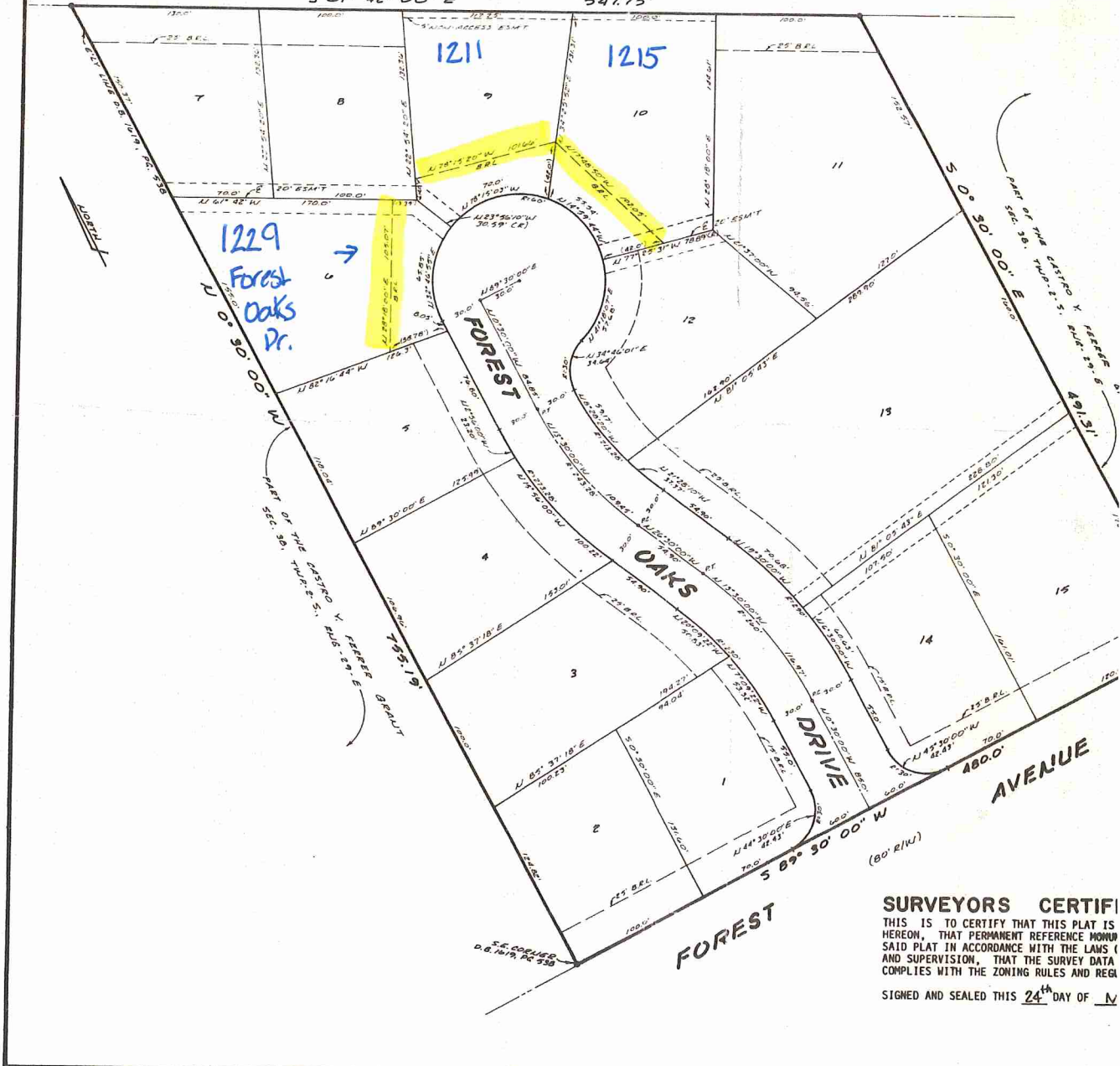
FOREST OAKS DRIVE 39
60' RIGHT OF WAY (PAVED PUBLIC ROAD)

FOREST OAKS

NEPTUNE BEACH, DUVAL COUNTY, FLORIDA

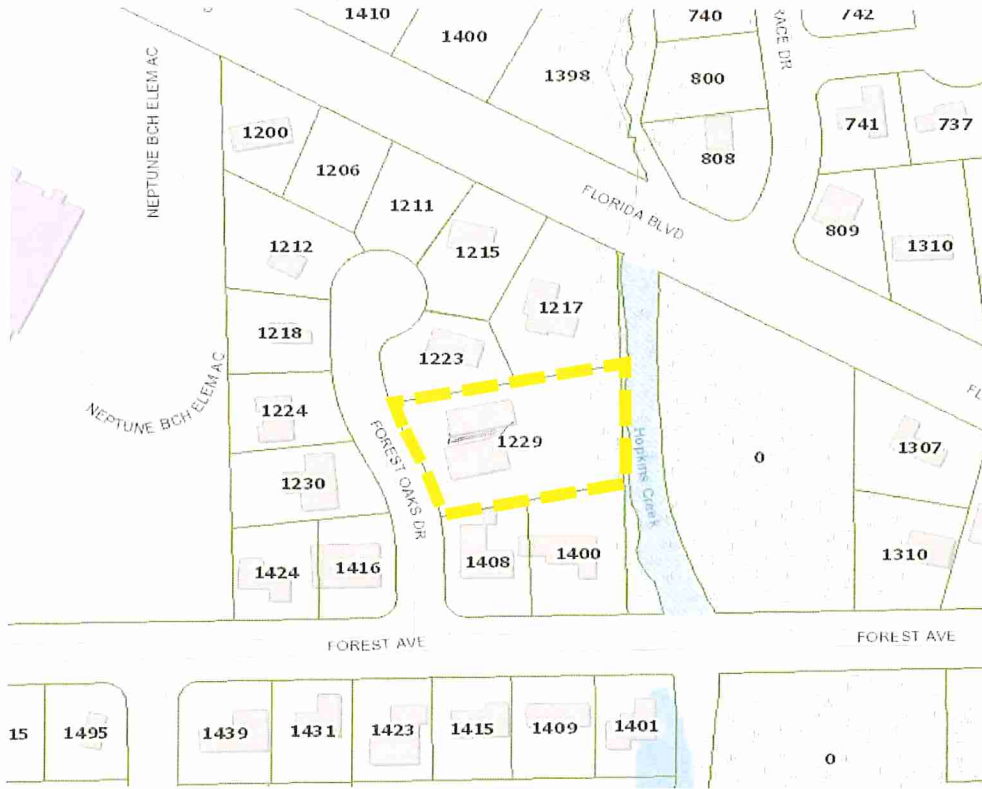


FLORIDA (100' R/W) **BOULEVARD** 547.75'
 S 61° 42' 00" E



SURVEYORS CERTIFY
 THIS IS TO CERTIFY THAT THIS PLAT IS
 HEREON, THAT PERMANENT REFERENCE MONUM
 SAID PLAT IN ACCORDANCE WITH THE LAWS (AND SUPERVISION, THAT THE SURVEY DATA
 COMPLIES WITH THE ZONING RULES AND REGA
 SIGNED AND SEALED THIS 24th DAY OF

1229 Forest Oaks





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

AGENDA ITEM:	7B-CDB 19-04 Application for development permit at 500 Atlantic Blvd
SUBMITTED BY:	TriBridge Residential
DATE:	May 1, 2019
BACKGROUND:	<p>A preliminary development order application has been submitted for Phase 1 of 500 Atlantic Blvd (Real Estate # 172395-0120) by TLM Realty. The property is in the C-3 zoning district and is in the shopping center known as Neptune Plaza. Phase 1 consists of 4.59 acres on the northern part of the property with frontage along Atlantic Blvd. This Phase is bounded on the east, west and south by the same zoning district, and on the north by commercial zoning in the City of Atlantic Beach. The entire property has the same zoning districts but is bounded on the south by the R-2 zoning district.</p>
BUDGET:	N/A
RECOMMENDATION:	The development order was approved by the CDB on March 27, 2019
ATTACHMENT:	CDB 19-04 Application
CITY MANAGER:	

City of
Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 • FAX (904) 270-2432



MEMORANDUM

TO: Community Development Board

FROM: Amanda L. Askew, Community Development Director

DATE: March 22, 2019

SUBJECT: CDB 19-04 / 500 Atlantic Blvd. / Development Order

SITE BACKGROUND

A preliminary development order application has been submitted for Phase 1 of 500 Atlantic Blvd (Real Estate # 172395-0120) by TLM Realty. The property is in the C-3 zoning district and is in the shopping center known as Neptune Plaza. Phase 1 consists of 4.59 acres on the northern part of the property with frontage along Atlantic Blvd. This Phase is bounded on the east, west and south by the same zoning district, and on the north by commercial zoning in the City of Atlantic Beach. The entire property has the same zoning districts but is bounded on the south by the R-2 zoning district.

LAND USES & DEVELOPMENT

The application for Phase 1 is in the area that is the front parking lot of the former Kmart site. The application includes 31,300 square foot shopping center spread across three (3) buildings on the first floor. These are identified as buildings 1000, 2000, and 3000 on the site plan (sheet C3.0). The site plan also includes a hotel with 44 rooms. The hotel portion is located on the second floor of building 2000 and 3000 on the site plan.

The application also shows the former Kmart building and 436 and 436-A Atlantic Blvd (Belmarmi showroom and warehouse site) area as "Future Development". This future development will be required to go through the same development order process later for the uses and site plan layout therefore, the area sought for approval with this application is just the northern 4.59 acres in which the site plan has been submitted. The plans indicate the former Kmart site will be demolished.

The proposed uses and layout meet the C-3 zoning regulations (setbacks, parking, lot coverage, etc.). All the site requirements by code for Phase 1 are accomplished within

the boundary of this Phase and does not use any areas from adjacent properties to satisfy the requirements.

The uses also are consistent with the commercial high designation on the Future Land Use Map (FLUM). This designation includes retail sales and services that serve the overall community. According to Section 27-15 of our Unified Land Development code a shopping center is defined as "a group of retail stores or service establishments planned and developed as a unit by one (1) operator, owner, organization, or corporation for sale or for lease upon the site on which they are built." The code defines a hotel as "a building or group of buildings in which rental units are offered to the public at a daily charge. The building or buildings may include such ancillary uses as a coffee shop, dining room, restaurant, meeting rooms, and similar uses intended as a service to the overnight guests. Multiple-family dwellings and rooming or boardinghouses, where rentals are for periods of a week or longer, shall not constitute a use under this definition."

The Phase 1 buildings are oriented towards a north/south drive-aisle with parking and sidewalks along this orientation. Another east/west drive-aisle will continue the connection to the existing adjacent shopping center to the west (572 Atlantic Blvd.) and continue the connection to the adjacent eastern properties (450 Atlantic Blvd.) and beyond. Additional parking is located around the perimeter of the Phase 1 property.

Building 1000 is proposed as one story not to exceed 35 feet and building 2000 and 3000 are proposed as two-story buildings not to exceed 35 feet in height. The proposed façade indicated that buildings will have a flat roof that will house the mechanical equipment. The equipment will be screened with a five (5) foot parapet wall.

CONCURRENCY

Traffic is reviewed related to land uses and the total average daily trips each land use generates. The application for concurrency includes Phase 1 and the future development areas. The applicant is credited for the previous traffic counts associated with the proposed demolition area (Kmart building). The applicants current traffic trips are spread out over the entire property (not just Phase 1) by way of this application the applicant is reserving the credit for the total trips to be used over Phase 1 and future development.

Traffic Land use Category	# of rooms or square feet	Total Average Daily Trips
Shopping Center Phase 1	31,300 sf	1182
Shopping Center future Phase	22,750 sf	859
Hotel (all-suite) Phase 1	44	196
Hotel future Phase	176	1471
Total of ALL New Trips		3708

Shopping Center Demo	(90,000)	(3,398)
Warehouse and Showroom Demo	(17,224)	(311)
Total Reduction in trips		1

The 10th edition of the Institute of Transportation Engineers (ITE) defines a shopping center as “an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit...composition is related to its market area in terms of size, location and type of store.... provides on-site parking facilities sufficient to serve its own parking demands.”

ITE defines hotels are “ a place of lodging that provides sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreation facilities (pool, fitness room) and/or other retail and services.”

If a deviation of uses/trips from the application is submitted in a future Phase the deviation will have to meet the City’s requirements and State Statutes regarding traffic concurrency.

Stormwater and drainage requirements are reviewed based on federal, state, regional and City’s regulations. The City of Neptune Beach stormwater regulations are more stringent than the federal, state and regional regulations. The applicant has indicated that this Phase will meet our requirements. Therefore, the application demonstrates concurrency in this area.

The proposed stormwater locations in Phase 1 will be accomplished in a series of underground storage vaults. They are located under parking and drive-isle areas. These types of systems are often used because they do not take up large areas of land for detention/retention areas. The development order process requires that the plans show the proposed stormwater locations however, upon submission of the application for a building permit the applicant is required to meet all the requirements set forth in Article 12 (Stormwater Management and Erosion Control) of the Land Development Code prior to the issuance of a building permit.

Water and sewer needs are reviewed based on the demand for the services and the capacity of the associated infrastructure. See the letter dated March 11, 2019 from Leon Smith, the Director of Public Services, outlining the city’s requirements to obtain concurrency in this area. However, the city will consider the phasing of the necessary infrastructure proportionate to the demand amounts for Phase 1.

Staff Recommendations

The proposed Phase 1 development meets all required setbacks, parking and other items outlined in the Land Development Codes (Chapter 27). Staff recommends approval with the following conditions:

1. Prohibition of the future conversion of the hotel units into apartment units.
2. Demolition of the former Kmart 90,000 square foot building prior to the commencement of construction of Phase 1
3. Traffic concurrency (vested trips) for the entire site (500 Atlantic and 436 and 436-A Atlantic Blvd.) limited to five (5) years after the issuance of the first building permit for Phase 1 construction.
4. Require at a minimum a total of 36 bicycle parking spaces (two times the required code) spread over Phase 1 development. This is a way to encourage alternative ways to reach the site.

City of
Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 • FAX (904) 270-2432



MEMORANDUM

TO: Community Development Board

FROM: Amanda L. Askew, Community Development Director

DATE: March 27, 2019

SUBJECT: CDB 19-04 / 500 Atlantic Blvd. / Staff report addendum

The preliminary development application indicates a total of 31,300 square feet for a shopping center and a total of 44 hotel rooms in Phase 1. The parking provided is meets the requirements of the code.

If a deviation of uses other than the uses indicated in the application is submitted then per 27-540 "....a combination of uses is developed, parking shall be provided for each of the uses as prescribed....."



APPLICATION FOR DEVELOPMENT PLAN REVIEW

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
 116 FIRST STREET
 NEPTUNE BEACH, FLORIDA 32266-6140
 PH: 270-2400 Ext 4 FAX: 270-2432

EPL 13 RCVD

Application Fee: \$250

Date Filed: 2/11/19

Name and address of the applicant requesting development review: (Note: if the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows:

Name & Address of Property Owner: TLM REALTY	Telephone: 212-793-4672
216 MADISON AVE, 37TH FLOOR	E-Mail: AGREENE@TLM.LTD.COM
NEW YORK, NY 10017	Real Estate #: 172399-0120
Property Address (if different from mailing):	Lot: _____ Block: _____
900 ATLANTIC BLVD. (436+436A	Subdivision: _____
NEPTUNE BEACH, FL 32266 Atlantic Blvd.)	Zoning District: C-3
Name and Address of Agent/Applicant: TRIBRIDGE RESIDENTIAL	Telephone: 404-663-8981
100 PEACHTREE ST, SUITE 1400	E-Mail: KATHERINEM@TRBS.COM
ATLANTA, GA 30303	

Describe Request being made:	FINAL DEVELOPMENT ORDER

PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

ATTACHED.

Signature of the Owner

State of _____
 County of _____

Signed and sworn before me on this _____ day of _____, 20____.

By _____

Identification verified: _____ Oath sworn: ___ Yes ___ No

Notary Signature _____ My Commission expires: _____

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

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

TBR Neptune Venture LLC is hereby authorized TO ACT ON BEHALF OF Neptune Beach, FL Realty LLC, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Development Permit or other action pursuant to a:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Special Exception |
| <input checked="" type="checkbox"/> Variance | <input checked="" type="checkbox"/> Commercial Dev. Order |
| <input checked="" type="checkbox"/> Appeal | <input checked="" type="checkbox"/> Comp. Plan Amendment |
| <input checked="" type="checkbox"/> Concurrency | <input checked="" type="checkbox"/> Other/Building Permit |

BY: Neptune Beach, FL Realty LLC

Signature of Owner

By: TLM Realty Corp., Its Managing Member

Print Name

Ronald J. Oehl

Signature of Owner

Ronald J. Oehl, President

Print Name

Daytime Telephone Number

State of Florida New York
County of New York

Signed and sworn before me on this October 6th day of, 2017.

By Ronald J. Oehl

Identification verified: Personally known to me _____ Oath sworn: Yes ___ No

Lyudmila Pinkhasova

Notary Signature

My Commission expires: 12/22/2018

LYUDMILA PINKHASOVA
Notary Public, State of New York
Registration #01P16316937
Qualified in Queens County,
Commission Expires Dec. 22, 2018

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

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

TRIBRIDGE RESIDENTIAL LLC is hereby authorized TO ACT ON BEHALF OF JERROLD DIXON, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Development Permit or other action pursuant to a:

- | | | | |
|-------------------------------------|-------------|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Rezoning | <input type="checkbox"/> | Special Exception |
| <input type="checkbox"/> | Variance | <input checked="" type="checkbox"/> | Commercial Dev. Order |
| <input type="checkbox"/> | Appeal | <input type="checkbox"/> | Comp. Plan Amendment |
| <input checked="" type="checkbox"/> | Concurrency | <input checked="" type="checkbox"/> | Other/Building Permit |

MAR 21 '19 RCVD

BY: *Jerrold Dixon*

Signature of Owner

JERROLD DIXON

Print Name

Signature of Owner

Print Name

Daytime Telephone Number

State of Florida

County of DUVAL

Signed and sworn before me on this 21 MARCH day of, 200 19.

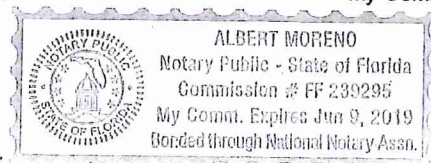
By JERROLD D. DIXON

Identification verified: FLORIDA ID Oath sworn: Yes ___ No

Albert Moreno ALBERT MORENO

Notary Signature

My Commission expires: 06/09/2019



City of Neptune Beach



APPLICATION FOR CONCURRENCY DETERMINATION

Date: ~~25-Feb-19~~ 3-22-19 Project Name: 500 Atlantic

1. Applicant/Agent Name, Address, Phone Number: Ronald J. Oehl, 295 Madison Ave 37th Floor
New York, NY 10017
2. Property Owner(s) Name, Address, Phone No.: Neptune Beach, FL Realty LLC, 295 Madison Ave 37th Floor
New York, NY 10017
3. Property Location/Street Address: 500 Atlantic Blvd, Neptune Beach, FL 32266
436 Atlantic Blvd, Neptune Beach, FL 32266
436-A Atlantic Blvd, Neptune Beach, FL 32266
4. Present use of Property: Commercial
5. Real Estate Number: 172395-0120, 172395-0175, 17400-0450
6. Present Zoning: C-3 Proposed Zoning (if applicable) C-3 Total Acres: 9.84
7. Subdivision name (if applicable): N/A Ordinance No.: _____
8. Brief Description of Proposed Development/Modification: _____

Remove 90,000 SF building at 500 Atlantic. 14,492 sf building and 6,296 sf building at 436 and 436-A Atlantic to remain. On Redevelop 43,542 sf or retail/commercial; 220 hotel units and ancillary services including restaurant. There will be no net change in Gross Average Daily Trips (ADTs) upon completion.

10. Trip Generation and Phasing Schedule: Provide the type, amount and trip generation of the development by Phase. (ITE Trip Generation (10th edition) for trip generation rates)

Residential

Phase Number	Type of Residential (e.g. SF, MF, Condo)	Number of Dwelling Units	Date Phase to Begin	Date Phase to End	Total (Gross) ADTs Generated

Non-Residential

Phase Number	Type of Development (e.g. Retail, Office, Restaurant)	Number of Units or Square Feet	Date Phase to Begin	Date Phase to End	Total (Gross) ADTs Generated
Existing	Retail	90,000	N/A	N/A	3,398
Existing	Warehouse and Showroom	17,224	N/A	N/A	311
1	Hotel (all suites)	44	TBD	TBD	196
1	Shopping Center	31,300	TBD	TBD	1,182
Future	Hotel (all suites)	0	TBD	TBD	0
Future	Hotel	176	TBD	TBD	1,471
Future	Ancillary Restaurant to Hotel	4,000	TBD	TBD	0
Future	Shopping Center	22,750	TBD	TBD	859
Net Decrease	Due to rounding (no net change)				1

11. Water/Sewer availability of capacity (check if attached):

See Attached If within the service area of a public utility, please attach a letter certifying available capacity and connection agreement for each development phase.
If a private well or septic tank will be used, permits will be required by the Department of Health, the St. Johns River Water Management District or the Florida Department of Environmental Services, as applicable.

12. Name of utility providing service to the development (obtain water and sewer demand from utility provider)

Water: City of Neptune Beach Total water demand (gal./day): _____ Requested from Public Works
Sewer: City of Neptune Beach Total sewage demand (gal./day): _____

13. Drainage - State that the project will comply with all federal, state, regional and local regulations. Affirmed

- a. Attach a preliminary drainage plan (See Attached)
- b. Will on-site stormwater management comply with adopted City Ordinances (see Article XII. Stormwater Management and Erosion Control) (See Attached)

14. Solid Waste - Provide solid waste generation (pounds/day) by phase using the following formulas:

Residential: Number of Dwelling Units X 2.68 persons X 6.45 lbs. = Total Pounds per Day.
Commercial: Container Size (cu.yd.) X 500 Lbs. X Number of Pickups per week / 7 = Total Lbs. Per Day.

	Phase 1	Future	Total =	(ppd)
a. Residential:	_____	_____	_____	_____
b. Commercial:	<u>2,900</u>	<u>3,430</u>	_____	<u>6,330</u>

Commercial Container Size = 40 & 8CY

15. Provide the type(s) of solid waste which will be generated by the development: Typical commercial.

16. Will any hazardous waste be generated? If yes, provide type(s) and quantity: None anticipated.

17. Attach the following to this application:

- a. Legal Description. (Attach as Exhibit A.)
- b. Duval County Property Appraiser's Map. Clearly outline the boundaries of the property included in this application. (Attach as Exhibit B.)
- c. Owner's authorization, if applicable.
- d. Appropriate Traffic Study
- e. Water/ Sewer availability letter, if applicable. (Must be less than 60 days old.)

I/WE HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:

Signature of all owners or authorized person if letter of authorization is attached:

Printed or typed name(s): Ronald J. Oehl

Signature(s): 

CONTACT INFORMATION OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS

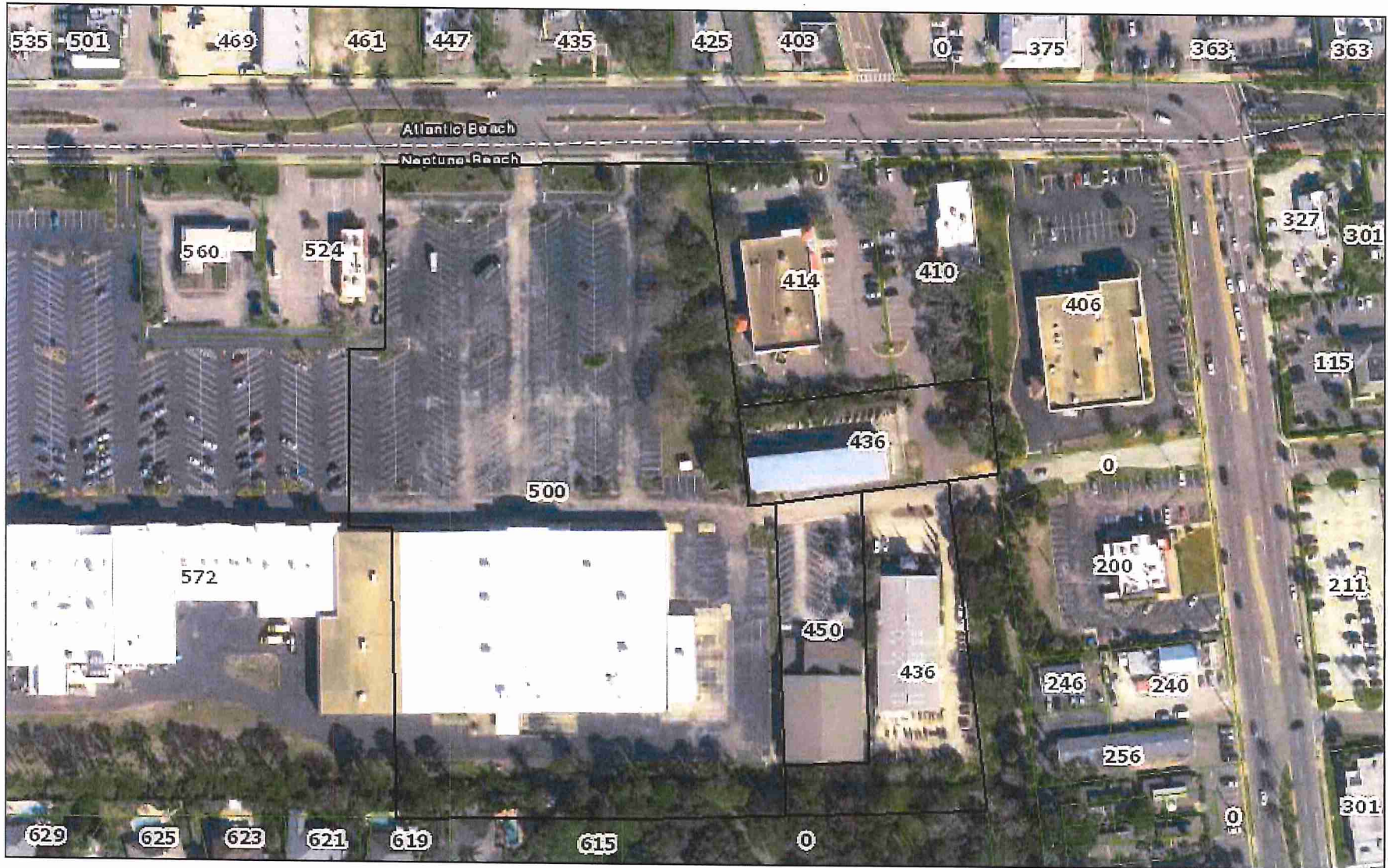
APPLICATION: Name: Prosser, Inc. (Attn: Brad Davis) Phone: 904-739-3655 Fax: _____

Address: 13901 Sutton Park Drive South, Suite 200, Jacksonville, FL 32224

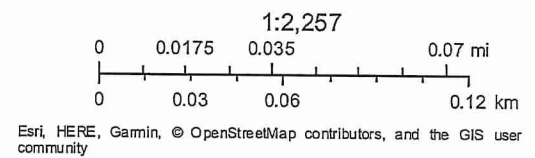
Email: bdavis@prosserinc.com

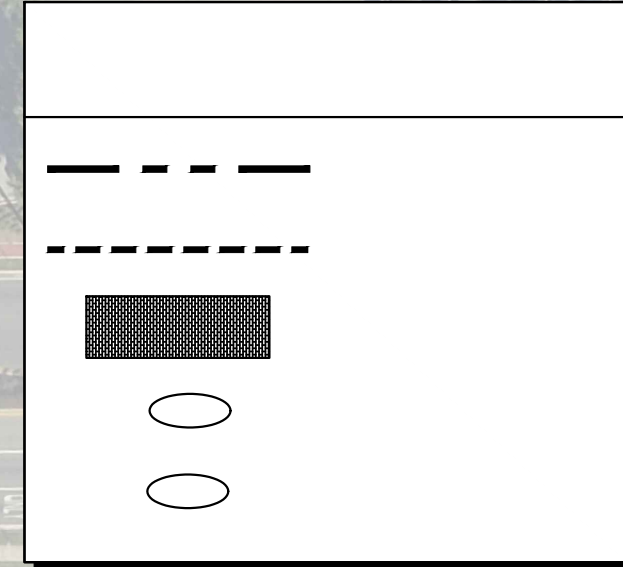
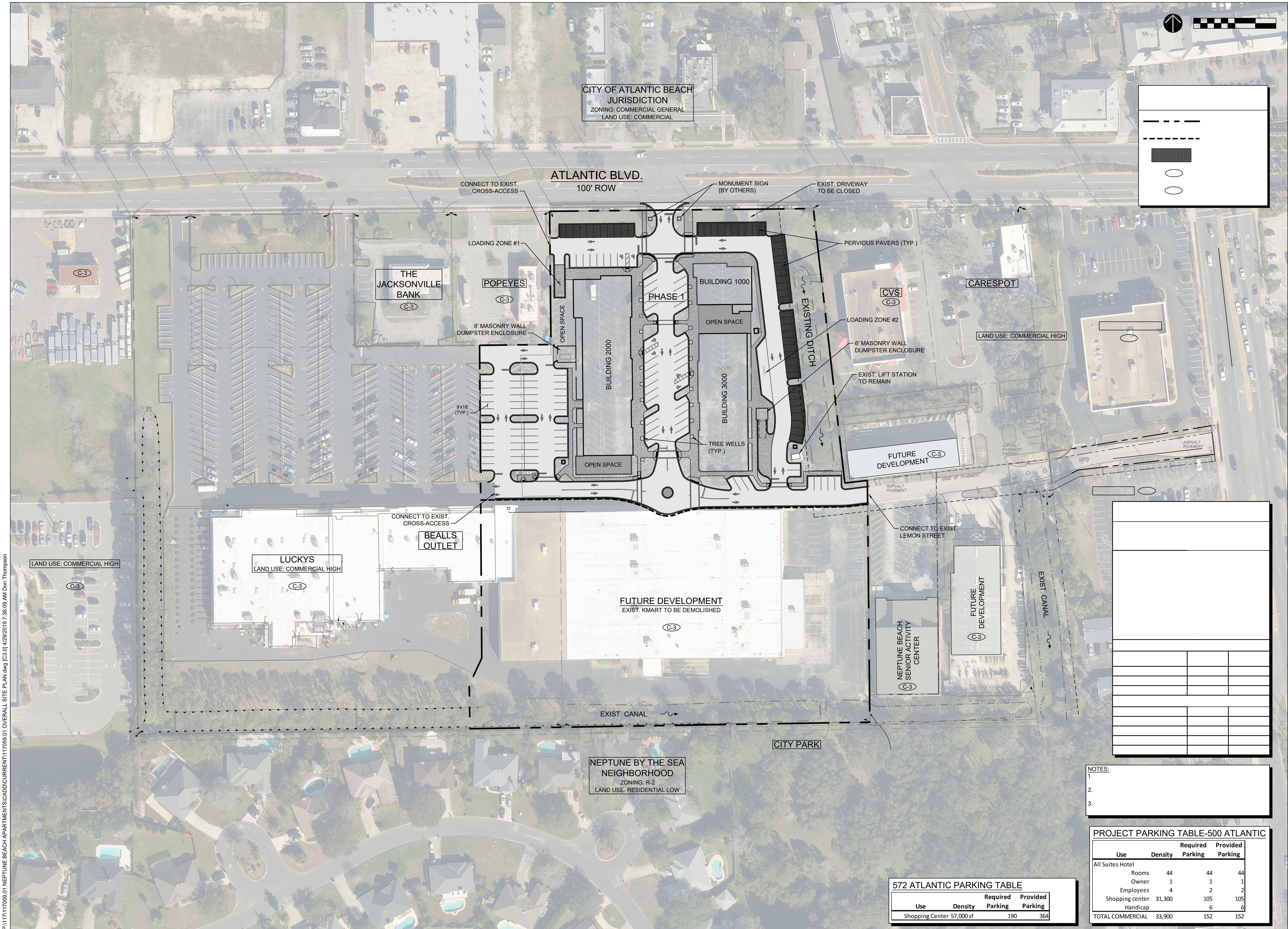
Note: If the application is determined incomplete, the applicant will be notified within 15 working days of submission.

Duval Map



January 30, 2019





FEBRUARY, 2019
117059.01
DPT
SEE PLAN

P:\117059.01 NEPTUNE BEACH APARTMENTS\CAADD\CURRENT\117059.01 OVERALL SITE PLAN.dwg (C-3) 4/29/2019 7:36:09 AM Don Thompson

CITY OF ATLANTIC BEACH
JURISDICTION
ZONING: COMMERCIAL GENERAL
LAND USE: COMMERCIAL

ATLANTIC BLVD.
100' ROW

NEPTUNE BY THE SEA
NEIGHBORHOOD
ZONING: R-2
LAND USE: RESIDENTIAL LOW

572 ATLANTIC PARKING TABLE

Use	Density	Required Parking	Provided Parking
Shopping Center	57,000 sf	190	364

NOTES:
1.
2.
3.

PROJECT PARKING TABLE-500 ATLANTIC

Use	Density	Required Parking	Provided Parking
All Suites Hotel			
Rooms	44	44	44
Owner	1	1	1
Employees	4	2	2
Shopping center	31,300	105	105
Handicap		6	6
TOTAL COMMERCIAL	33,900	152	152

From: [Michael Shaw](#)
To: [David Bolam](#)
Cc: [Matthew Melchiori](#)
Subject: LOA for 500 Atlantic
Date: Wednesday, January 30, 2019 12:31:20 PM

David,

Could you please revise the Letter of Availability for the Proposed Re-development of 500, 436, and 436-A Atlantic Blvd, Neptune Beach, FL 32266 as follows:

Demand:

- 220 Hotel Rooms: From Chapter 64E-6.008: Commercial – Hotels & Motels – (a) Regular per room 100 GPD. (220 Units) * (100 GPM / Unit) = 22,000 GPD
- 18,300 SF of Restaurant: From Chapter 64E-6.008: Commercial – Food operations – (1) 50 GPD per 100 SF of floor space. (18,300 SF) * (50 GPD / 100 SF) = 9,150 GPD
- 31, 842 SF of Commercial/Retail: From Chapter 64E-6.008: Commercial – Office – (1) 15 GPD per 100 SF of floor space. (31,842 SF) * (15 GPD / 100 SF) = 4,777 GPD

Total Demand: 22,000 GPD + 9,150 GPD + 4,777 GPD = **35,927 GPD**

Thank You,

PROSSER[™]

Michael Shaw, PE

Civil Engineer

Prosser, Inc.
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224

mshaw@prosserinc.com

Office 904.739.3655

Fax 904.730.3413

www.prosserinc.com

-
Note: The electronic files contained within this document appear to represent, at the time of preparation by Prosser, Inc., the file record of Prosser's work on the project. They are offered solely as a convenience to you without the warranty of the accuracy or consistency of the files with the drawings or construction, planned or actual, that they may represent.



13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224-0119
p 904.739.3655 f 904.730.3413
www.prosserinc.com

January 30, 2019

Ms. Amanda L. Askew, AICP
Community Development Director
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Re: 500 Atlantic-Stormwater Management Facility

Dear Ms. Askew,

This letter is to confirm that the stormwater management facility(s), as well as the stormwater collection system servicing the 500 Atlantic project, will comply with all state and local drainage regulations.

Please feel free to reach out to me at any time to discuss further.

Sincerely,

PROSSER™

J. Bradford Davis, PE, LEED AP
Principal

ATLANTIC BOULEVARD
100' RIGHT OF WAY PAVED PUBLIC ROAD

POINT OF BEGINNING
PARCEL 1

POINT OF REFERENCE
ALL PARCELS

N89°24'50"E 383.97'

N89°24'50"E 542.44'

THIRD STREET NORTH
(A-1-A U.S. HWY No. 1)
100' RIGHT OF WAY PAVED PUBLIC ROAD

POINT OF BEGINNING
PARCEL 10

PARCEL 1

S06°33'10"E 402.01'

DRAINAGE EASEMENT
O.R.V. 2709, PG. 804

SEMBLER PARCEL
O.R.V. 8245, PG. 160

BUFFALO NEPTUNE BEACH
ASSOCIATES, LLC
O.R.V. 8805, PG. 1691

WEST LINE OF
LANDS DESCRIBED
IN O.R.V. 2967,
PG. 363

SOUTH LINE OF
LANDS DESCRIBED
IN O.R.V. 2967,
PG. 363

N83°26'50"E 299.50'
(PARCEL 2)

DELTA PARCEL
DELTA PROPERTY
MANAGEMENT INC
O.R.V. 8245, PG. 160

POINT OF BEGINNING
PARCEL 2

S83°26'50"W 35.63'

370.71'

119.63'

S06°33'10"E 146.35'

14.05 ACRE PARCEL
HORNER NEPTUNE ACRES
PLAT BOOK 13, PAGE 87

FIVE POINTS, LLC
O.R.V. 18014, PG. 172B

PARCEL 2

POINT OF BEGINNING
PARCEL 5

POINT OF BEGINNING
PARCEL 3

N83°26'50"E 33.00'
(PARCEL 5)

N83°26'50"E 206.50'
(PARCEL 5)

N83°26'50"E 105.15'
(PARCEL 3)

S83°26'50"W 299.50'
(PARCEL 2)

S83°26'50"W 211.73'
(PARCEL 5)

S06°33'10"E 50.00'
(PARCEL 5)

S06°33'10"E 101.00'
(PARCEL 2)

INGRESS AND EGRESS
EASEMENT
O.R.V. 4360, PG. 933
PARCEL "E"
O.R.V. 4360, PG. 939
PARCEL "D"

N06°33'10"W 45.00'
(PARCEL 6)

N80°35'05"E 240.30'
(PARCEL 6)

S62°53'28"W 42.72'
(PARCEL 6)

S83°26'50"W 200.00'
(PARCEL 6)

DRIVEWAY EASEMENT
O.R.V. 4360, PG. 939
PARCEL "A"

DRAINAGE EASEMENT
O.R.V. 2709, PG. 804

SANITARY SEWERLINE
EASEMENT
O.R.V. 4360, PG. 950

O.R.V. 6939
PG. 291

S00°34'32"E 322.62'

ALL DIMENSIONS IN FEET

DIVERSIFIED ENTERPRISES, LTD., TO METROPOLITAN SECURITIES COMPANY, NC., DATED BOOK 4360, PAGE 939, IN THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA:

HORNE'S NEPTUNE ACRES ACCORDING TO PLAT THEREOF RECORDED IN THE CURRENT FLORIDA, IN PLAT BOOK 13, PAGE 87, SAID PARCEL OF LAND BEING MORE OR LESS:

AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ATLANTIC RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF THIRD STREET NORTH (HAVING A 100 FOOT RIGHT OF WAY) AND RUN SOUTH 89°24'50" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC BOULEVARD, 1,533.56 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 3177, PAGE 821 FOR THE POINT OF BEGINNING.

SECTION 21, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, SAID PORTION OF 60 FOOT WIDE STRIP OF LAND AS DESCRIBED IN DEED TO CITY OF NEPTUNE BEACH AS RECORDED IN PUBLIC RECORDS OF SAID COUNTY. THE EAST LINE OF SAID STRIP OF LAND BEING THE SOUTH LINE OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY.

EASEMENT FOR DRAINAGE AND INGRESS AND EGRESS OVER THE STRIP OF LAND AS DESCRIBED IN DEED TO CITY OF NEPTUNE BEACH AS RECORDED IN PUBLIC RECORDS OF SAID COUNTY. THE EAST LINE OF SAID STRIP OF LAND BEING THE SOUTH LINE OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY.

GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AT THE SOUTHERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD (HAVING A 100 FOOT RIGHT-OF-WAY LINE OF THIRD STREET NORTH (HAVING A 100 FOOT RIGHT-OF-WAY) AND RUN SOUTH 89°24'50" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC BOULEVARD, 1,247.41 FEET TO A POINT FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING RUN NORTH 89 DEGREES 03 MINUTES 45 SECONDS EAST, 244.25 FEET TO THE POINT OF BEGINNING. RUN THENCE SOUTH 83 DEGREES 26 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF SAID LANDS, 200.0 FEET TO A POINT; RUN THENCE SOUTH 62 DEGREES 53 MINUTES 28 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LANDS, 45.0 FEET TO A POINT; RUN THENCE NORTH 6 DEGREES 33 MINUTES 10 SECONDS EAST ALONG SAID WESTERLY LINE OF SAID LANDS, 323.63 FEET TO A POINT FOR THE POINT OF BEGINNING.

EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING STRIP OF LAND AS DESCRIBED IN DEED TO CITY OF NEPTUNE BEACH AS RECORDED IN PUBLIC RECORDS OF SAID COUNTY. THE EAST LINE OF SAID STRIP OF LAND BEING THE SOUTH LINE OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY.

AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ATLANTIC RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF THIRD STREET NORTH (HAVING A 100 FOOT RIGHT OF WAY) AND RUN SOUTH 89°24'50" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC BOULEVARD, 1,247.41 FEET TO A POINT FOR THE POINT OF BEGINNING.

PARCEL "11"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (HAVING A 100 FOOT RIGHT OF WAY) WITH THE WESTERLY RIGHT OF WAY LINE OF THIRD STREET NORTH (HAVING A 100 FOOT RIGHT OF WAY) AND RUN SOUTH 89°24'50" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC BOULEVARD, 1,533.56 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 3177, PAGE 821 FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED RUN SOUTH 00°35'10" EAST ALONG THE EAST LINE OF LAST MENTIONED LANDS AND THE SOUTHERLY PROLONGATION OF SAID LINE, 754.81 FEET TO AN IRON PIPE SET ON THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 2, SECTION 21; RUN THENCE NORTH 89°03'45" EAST ALONG SAID SOUTHERLY LINE OF GOVERNMENT LOT 2, A DISTANCE OF 483.50 FEET TO A POINT; RUN THENCE NORTH 00°56'15" WEST, 63.62 FEET TO A POINT; RUN THENCE NORTH 24°57'16" EAST, 43.21 FEET TO A POINT; RUN THENCE NORTH 00°23'59" WEST, 91.31 FEET TO A POINT; RUN THENCE NORTH 89°29'22" EAST, 21.28 FEET TO A POINT; RUN THENCE NORTH 00°30'38" WEST, 165.03 FEET TO A POINT; RUN THENCE SOUTH 89°29'22" WEST, 20.96 FEET TO A POINT; RUN THENCE NORTH 00°23'59" WEST, 198.91 FEET TO A POINT LYING ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16740, PAGE 806; THENCE SOUTH 89°24'50" EAST, ALONG SAID SOUTH LINE, AND ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8978, PAGE 2280, 182.07 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8978, PAGE 2260; THENCE RUN NORTH 00°35'10" WEST, ALONG THE WEST LINE OF THE LAST SAID LANDS, 194.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (100' RIGHT OF WAY AS NOW ESTABLISHED); RUN THENCE SOUTH 89°24'50" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, 321.15 FEET, TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 9.10 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL "11" (PROPOSED OUT LOT) DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (HAVING 100 FOOT RIGHT OF WAY) WITH THE WESTERLY RIGHT OF WAY LINE OF THIRD STREET NORTH (HAVING A 100 FOOT RIGHT OF WAY) AND RUN SOUTH 89°24'50" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC BOULEVARD, 1,247.41 FEET TO A POINT FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED, THENCE SOUTH 00°35'10" EAST, A DISTANCE OF 194.00 FEET; THENCE SOUTH 89°24'50" WEST, A DISTANCE OF 202.00 FEET; THENCE NORTH 00°35'10" WEST, A DISTANCE OF 194.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD; THENCE NORTH 89°24'50" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 202.00 FEET TO THE POINT BEGINNING.

CONTAINING 0.90 ACRE, MORE OR LESS.



Land Use: 820

Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Factory outlet center (Land Use 823) is a related use.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers, and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, and recreational facilities (for example, ice skating rinks or indoor miniature golf courses).

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Time-of-day distribution data for this land use are presented in Appendix A. For the 10 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 12:15 and 1:15 p.m., respectively.

The average numbers of person trips per vehicle trip at the 27 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.31 during Weekday, AM Peak Hour of Generator
- 1.43 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.46 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

Source Numbers

105, 110, 154, 156, 159, 186, 190, 198, 199, 202, 204, 211, 213, 239, 251, 259, 260, 269, 294, 295, 299, 300, 301, 304, 305, 307, 308, 309, 310, 311, 314, 315, 316, 317, 319, 358, 365, 376, 385, 390, 400, 404, 414, 420, 423, 428, 437, 440, 442, 444, 446, 507, 562, 580, 598, 629, 658, 702, 715, 728, 868, 870, 871, 880, 899, 908, 912, 915, 926, 936, 944, 946, 960, 961, 962, 973, 974, 978

Land Use: 311 All Suites Hotel

Description

An all suites hotel is a place of lodging that provides sleeping accommodations, a small restaurant and lounge, and small amounts of meeting space. Each suite includes a sitting room and separate bedroom; limited kitchen facilities are provided within the suite. Hotel (Land Use 310), business hotel (Land Use 312), motel (Land Use 320), and resort hotel (Land Use 330) are related uses.

Additional Data

Six studies provided information on occupancy rates at the time the studies were conducted. The average occupancy rate for these studies was approximately 74 percent.

Time-of-day distribution data for this land use are presented in Appendix A. For the three general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 6:30 and 7:30 p.m., respectively.

The sites were surveyed in the 1980s, the 1990s, and the 2010s in Florida, Georgia, Minnesota, Virginia, and Washington.

For all lodging uses, it is important to collect data on occupied rooms as well as total rooms in order to accurately predict trip generation characteristics for the site.

Source Numbers

216, 436, 818, 870, 872

Land Use: 310

Hotel

Description

A hotel is a place of lodging that provides sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops. All suites hotel (Land Use 311), business hotel (Land Use 312), motel (Land Use 320), and resort hotel (Land Use 330) are related uses.

Additional Data

Studies of hotel employment density indicate that, on the average, a hotel will employ 0.9 employees per room.¹

Twenty-five studies provided information on occupancy rates at the time the studies were conducted. The average occupancy rate for these studies was approximately 82 percent.

Some properties contained in this land use provide guest transportation services such as airport shuttles, limousine service, or golf course shuttle service, which may have an impact on the overall trip generation rates.

Time-of-day distribution data for this land use are presented in Appendix A. For the one center city core site with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 8:30 and 9:30 a.m. and 3:15 and 4:15 p.m., respectively. On Saturday and Sunday, the peak hours were between 5:00 and 6:00 p.m. and 10:15 and 11:15 a.m., respectively.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, District of Columbia, Florida, Georgia, Indiana, Minnesota, New York, Pennsylvania, South Dakota, Texas, Vermont, Virginia, and Washington.

For all lodging uses, it is important to collect data on occupied rooms as well as total rooms in order to accurately predict trip generation characteristics for the site.

Trip generation at a hotel may be related to the presence of supporting facilities such as convention facilities, restaurants, meeting/banquet space, and retail facilities. Future data submissions should specify the presence of these amenities. Reporting the level of activity at the supporting facilities such as full, empty, partially active, number of people attending a meeting/banquet during observation may also be useful in further analysis of this land use.

Source Numbers

170, 260, 262, 277, 280, 301, 306, 357, 422, 507, 577, 728, 867, 872, 925, 951

¹ Buttke, Carl H. Unpublished studies of building employment densities, Portland, Oregon.

City of
Neptune Beach
Public Services

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418



March 11, 2019

Michael Shaw, P.E.
Prosser, Inc.
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224

RE: Proposed Redevelopment of 500, 436, and 436A Atlantic Blvd, Neptune Beach, FL 32266

Dear Mr. Shaw,

We have reviewed your e-mail of January 31, 2019 regarding the proposed redevelopment of the referenced properties including the water and sewer demand projections as stated below:

Demand:

- 220 Hotel Rooms: From Chapter 64E-6.008: Commercial – Hotels & Motels – (a) Regular per room 100 GPD. (220 Units) * (100 GPM / Unit) = 22,000 GPD
- 18,300 SF of Restaurants: From Chapter 64E-6.008: Commercial – Food Operations – (1) 50 GPD Per 100 SF of floor space. (18,300 SF) * (50 GPD/100 SF) = 9,150 GPD
- 31,842 SF of Commercial/Retail: From Chapter 64E-6.008: Commercial – Office – (1) 15 GPD Per 100 SF of floor space. (31,842 SF) * (15 GPD/100 SF) = 4,777 GPD
- Total Demand: 22,000 GPD + 9,150 GPD + 4,777 GPD = 35,927 GPD

Service Availability:

Water and sewer service is currently extended the site. The proposed demand is higher than the previous occupant (K-Mart) but substantially less than the demand of the previous applicant. To date, we have provided fire hydrant flow tests for your use in evaluating the potable water service availability to meet the fire flow demand. We understand the project will be developed in phases with the 1st phase to be built in the

Michael Shaw
March 11, 2019
Page 2

existing parking area in front of the former K-Mart building (500 Atlantic Blvd). The nearest 8-inch watermain to this location is at the intersection of Lemon St. and the drainage easement that is one block west of Third Street. Presently there is a 6-inch watermain extending along the south side of Lemon Street from the 8-inch watermain to the NE corner of the former K-Mart building that supplies a fire hydrant at this location as well as the adjacent building (450 Atlantic Blvd).

To the west of the proposed 1st phase is an existing 2-inch watermain that extends from the NW corner of Lucky's (572 Atlantic Blvd) across the Lucky's parking area to serve the Ameris bank and Popeyes restaurant (560 and 524 Atlantic Blvd). This galvanized steel pipeline has reached its useful life and needs to be replaced.

Previously, we advised that the existing 8-inch asbestos cement watermain in the easement must be replaced and the water system looped through the proposed development. We are agreeable to allowing this upgrade to wait until the second phase of the re-development at 500 Atlantic, but the 2-inch must be replaced as part of Phase 1.

With respect to the sewer system availability, we have previously advised that the City's main interceptor sewer on Florida Blvd and Forrest Ave is currently overloaded. Since then, the City has identified several projects to re-route existing wastewater flow away from this overloaded sewer. The first project re-routed the Summer Sands Lift Station and is complete. The second project involves constructing approximately 600 Linear Feet of 4-inch pvc forcemain to re-route the Leeward Landing Lift Station. The Leeward Landing Lift Station presently serves 139 single family residential homes which is almost equivalent to the flow your project will be adding to the system. The City intends to perform the work with City forces but requests the Owner of this re-development reimburse the City's cost for the materials and administration costs. The City staff will recommend this project to be completed prior to allowing a project of the magnitude your client is proposing to connect.

The proposed sewer flow from this development will increase the percent utilization of the existing 8-inch sanitary sewer on 3rd Street from Lemon St. to Magnolia St. The existing 8-inch gravity sewer on 3rd Street is the primary sewer that serves the City's central business district and by adding the flow from your Client's proposed development will utilize much of the remaining capacity in this pipeline.

Therefore, the City staff recommends a 4-inch off-site force main be extended from Lift Station 2 along Bay Street and 5th Street to manifold with the 10-inch forcemain on Florida Blvd from Lift Station No. 1. This will remove the flow that is presently discharged from Lift Station No. 2 to the gravity sewer system on 3rd Street and free up capacity to accommodate the increased flow from your client's re-development. The City plans to install this forcemain with City forces and requests the Owner of this re-development reimburse the City's cost for the materials and administrative costs.

Michael Shaw
March 11, 2019
Page 3

As I wrote previously, there is an existing private wastewater pumping station that serves this site. This station serves several surrounding parcels. Please provide a plan for keeping these customers in service if the existing private lift station must be replaced, upgraded or relocated.

Lastly, the forcemain from the private lift station connects to a manhole on Lemon Street that already has a forcemain connection from another lift station. Therefore, we are requesting a new 5-foot diameter, lined manhole be installed west of the ditch on Lemon Street for connecting the forcemain from your private lift station and this new manhole be connected to the existing manhole with the forcemain connections.

Reservation of Capacity: This availability response does not represent City of Neptune Beach's commitment for or reservation of water or sewer capacity and the availability determination will expire in one year. Commitment to serve is made only upon the City of Neptune Beach's approval of your application for service and receipt of payment of all applicable fees.

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

Sincerely,



Leon Smith
Director of Public Services



April 30, 2019

City of Neptune Beach
Attn: Amanda Askew and Leon Smith
116 First Street
Neptune Beach, FL 32266

RE: Response to CONB Letter of Availability Dated March 11, 2019
for 500, 436 and 436-A Atlantic Boulevard

Ms. Askew and Mr. Smith,

The applicant is in receipt of the City of Neptune Beach's Letter of Availability dated March 11, 2019 regarding the Concurrency application for 500, 436 and 436-A Atlantic Boulevard. Applicant agrees to all items as detailed below.

#1 Waterline Routing

Consistent with the request made by Public Works, the Phase I development will tie into the existing 8" water line located in Lemon Street at the CONB drainage easement and route the water system through the Phase I development. Additionally, new two-inch waterline stubs will be provided to the south side of the Ameris Bank and Popeyes parcels (560 and 524 Atlantic Boulevard).

As part of the Phase II development, the 8" asbestos cement waterline that currently runs through the residential neighborhood to the south of the property will be abandoned in place. The Phase II development will be tied into the looped system in Phase I.

**#2 Reroute the Leeward Landing Lift Station and
#3 Force Main from Lift Station 2 Along Bay Street**

Applicant agrees to help the City with the request. As agreed to with the City of Neptune Beach Public Works department, the City has sourced a proposal for the proposed work by its preferred vendor. Applicant agrees to pay for the offsite improvements, but the offsite improvements will be contracted with and overseen by the City of Neptune Beach. The value for the improvements is **\$162,757** as evidenced by the attached email.

All phases of development will pay its pro rata share of sewer consumption prior to the issuance of building permits. Any unpaid amount will be paid by the last developable parcel within 500, 436 and 436-A Atlantic Boulevard. Any reasonable cost increases due only to the time between phasing will be paid for by the applicant. In this event, the Applicant shall have the right to procure multiple bids to ensure competitive pricing. Any unforeseen conditions or change orders will be paid for by the City of Neptune Beach.



#4 New Manhole on Lemon Street

Applicant agrees to install the requested 5' manhole during the construction of the project. The manhole must be installed prior to the first issuance of a certificate of occupancy.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Mosley".

Katherine Mosley

TBR Neptune Owner, LLC

Amanda Askew

From: Amanda Askew
Sent: Monday, April 29, 2019 4:10 PM
To: Catherine Ponson; Brad Davis
Cc: Leon Smith; Megan George; David Bolam (djbengineering@msn.com)
Subject: estimated project cost

Good afternoon Catherine and Brad,

As discussed last week, we have an estimated project cost for the Bay and Leeward Landing area rerouting of sewer line.

TASK	COST
Contractor	\$139,528
Testing/permitting	\$2,000
Project design, project management (including engineering fees)	\$21,229
	\$162,757

Amanda L. Askew, AICP

Deputy City Manager
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

904.270.2400 ext. 34
904.270.2432 fax





MINUTES
COMMUNITY DEVELOPMENT BOARD
MARCH 27, 2019 AT 6:00 P.M.
BEACHES LIBRARY
600 THIRD STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice a public hearing of the Community Development Board (CDB) for the City of Neptune Beach was held March 27, 2019 at 6:00 p.m. at the Beaches Library.

Attendance

Board members were in attendance:
Christopher Goodin, Chair
Diana Kelly, Member
Aaron Evens, Member
Colin Moore, Member
Nia Livingston, Member
Lauren McPhaul, Alternate Member

The following staff members were present:

Amanda Askew, Deputy City Manager & Community Development Director
Piper Turner, Code Compliance Supervisor
Denise May, Marks Gary, Attorney for the board
Andrew Hyatt, City Manager
Richard Pike, Chief of Police
Leon Smith, Director of Public Works
Catherine Ponson, City Clerk
Miklos Stoffel, Chief Information Officer

Call to Order/Roll
Call

Chair Goodin called the meeting to order at 6:00 p.m. and thanked the Library's Board of Trustees and Staff for hosting this meeting

Swearing of
Experts

City Clerk Catherine Ponson, asked any persons planning to give expert testimony to stand in order to be sworn in. The Clerk read the oath, and each person affirmed to tell the truth.

Disclosure of
Ex-parte
communications

Every member except for Mr. Evens had spoken with numerous citizens and staff regarding the 500 Atlantic Blvd. project.

CDB 19-04
Neptune Beach
FL Realty, LLC
500Atlantic Blvd.

CDB SE18-02 Application for a development permit for Neptune Beach FL Realty, LLC for the property know as 500 Atlantic Blvd. (RE# 172395-0195-0120). Proposing to construct three (3) buildings of 47,00sf, 16,100sf and 10,500sf with two (2) courtyards and associated site preparation for a shopping center and hotel.

Andrew Green, Director of Design for TLM Neptune Beach FL Realty, LLC and the property owner, gave a brief history of the property and introduced the proposed project.

Ms. Katherine Mosely, Vice-President of Development for TriBridge Residential, addressed the board. She explained Phase I of the project for 500 Atlantic Blvd. The property is in the C-3 zoning district, and no variances are being requested. Shopping centers and hotels are allowable uses by code. The property is in close proximity to the Beaches Town Center which is a vibrant, walkable district. Phase 1 incorporates courtyards and open spaces for gathering spaces for the patrons, much like the Beaches Town Center.

The proposed project would be two stories high, a total of 31,000 square feet of commercial space and 44 room hotel on the second floor of buildings 2000 and 3000. Concurrency for water and sewer will be achieved by working with the City. Stormwater will be stored in underground vaults that will meet code. The trip data in the concurrency application includes all phases including the properties of 436 & 436-A Atlantic Blvd. The site plan meets all setbacks and parking requirements for shopping centers and hotels. A roundabout will be added to the south end of the project to slow the flow of traffic to Lemon Street then on to Third Street.

Mr. Andrew Green, Director of Design for TLM Neptune Beach FL Realty, LLC and the property owner, gave a PowerPoint presentation. The presentation focused on the street width of several Florida cities. This project is proposing a 95-foot width from the façade on the buildings on one side of the street to the façade of the buildings across that street. There will be plants and trees added adjacent to parking areas. The street design, parking, and landscape will be similar in width to the Beaches Town Center.

Mrs. Amanda Askew, Deputy City Manager, stated the applicant has submitted a preliminary development order application for Phase 1 for the known as 500 Atlantic Blvd. The property is zoned C-3 and is the site of the former Kmart shopping center. Phase 1 consists of 4.59 acres on the northern part of the property with frontage along Atlantic Blvd. The application includes 31,300 square feet spread over three (3) buildings. The site plans show building 1000 is 4,700sf, building 2000 is 16,100sf and building 3000 is 10,500sf. The 44 room hotel suites will be located on the second floor of buildings 2000 and 3000.

The site plan also shows the former Kmart building and 436 & 436-A Atlantic Blvd. as "future development." Any future development will require separate development review and hotels are permitted in this zoning district by right. If there is a deviation of uses others than those indicated in the application, the applicant would have to meet the requirements of section 27-540 which states: "27-540 (a) *Minimum number required.* The minimum number of off-street automobile parking spaces that must be provided shall conform to the requirements as provided for in Table 27-540-1. Where a combination of uses is developed, parking shall be provided for each of the uses as prescribed, unless a reduction is granted pursuant to section 27-546."

The Kmart portion of the shopping center will be demolished, which is approximately 90,000 square feet of retail, and three (3) new buildings will be constructed during phase I. Building 1000 is being proposed as one story not to exceed 3 feet and buildings 2000 and 3000 are two-story also not to exceed 35 feet in height. The roofs will be flat and will house the mechanical equipment. There will be a parapet wall on the roof to surround and buffer noise from the equipment not to exceed 5 feet in height. The applicant has been informed and agreed that the Kmart building must be demolished during phase I as there will no longer be any parking associated with this structure. Mrs. Askew read the definition for shopping center and hotel from the code: "Shopping center means a group of retail stores or service establishments planned and developed as a

unit by one (1) operator, owner, organization, or corporation for sale or for lease upon the site on which they are built.”

“Hotel or motel means a building or group of buildings in which rental units are offered to the public at a daily charge. The building or buildings may include such ancillary uses as a coffee shop, dining room, restaurant, meeting rooms, and similar uses intended as a service to the overnight guests. Multiple-family dwellings and rooming or boardinghouses, where rentals are for periods of a week or longer, shall not constitute a use under this definition.”

Traffic is reviewed related to the land uses and the total average daily trips each land use generates. The concurrency application is for Phase I and the future development areas contain an additional 22,750 square feet of shopping center and 176 hotel rooms. The Institute of Transportation Engineers (ITE) defines shopping and hotels and their daily trips for each land use. The new total average daily trips based on the information supplied with the application is 3708. The former 90000sf of the Kmart store and the demo of 436 and 436-A Atlantic Blvd. would leave a credit of 1 daily trip. Any deviation of uses/trips from the application will have to meet the City’s requirements and State Statutes regarding traffic concurrency.

The stormwater will be accomplished in a series of underground vaults will be construction below the parking and drive-isle areas. All future phases will have to go through the review process.

Staff recommendations:

The proposed Phase 1 development meets all required setbacks, parking and other code and recommends approval with the following conditions:

- 1-Prohibit of future conversion of the hotel units into apartment units.
- 2-Demolish of the former Kmart 90,000 square foot building prior to the commencement of construction of Phase I.
- 3-Traffic concurrency for the entire side (500, 436 and 436-A Atlantic) limited to five (5) years from the issuance of the first building permit for Phase 1 construction.
- 4-Require a minimum of 36 bicycle parking spaces to be spread over Phase 1 development. This will encourage alternate ways to reach the site.

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

Questions from the Board to the applicants and their representatives:

Ms. Kelly asked how do you plan to accommodate the parking? Ms. Moseley stated: It is a shopping center with no confirmed leases. They are award of the code, and understands if something changes they would have to come back for additional approvals.

What is Franklin Street Real Estate association to the property and are you aware that the website is advertising for mix-use including restaurants and apartments? Ms. Mosley stated Franklin Street is the listing agent hired by TriBridg to list the property. She stated she was aware of the website but has not looked at it.

Ms. Livingston stated she had also looked at the Franklin Street website and it is all restaurants. What is being applied for is a shopping center but the need for restaurant parking is higher. There is a concern about you coming back and asking for a variance later. How do you solve this without a variance? Ms. Mosley indicated that they are using the shopping center designation because it is a mix of retail and service establishments. That is how the code defines it. Franklin Street has been engaged but we are not building 31,000 square feet of restaurants. It is

a mix of uses like other shopping centers along Atlantic with nail salons, juice bars, phone shops and such. If we change the use, we know there are different requirements.

Mr. Moore asked the applicant if they were amenable to the recommendation of the additional bicycle parks recommendation. Ms. Mosely replied they are amenable.

Ms. McPhaul stated there is a parking problem. If you have just 1 restaurant that has 150 seats, the number need to have alcohol, you would need 37.5 parking spaces plus parking for employees. The numbers don't work. Service establishments do not include restaurants.

Ms. Kelly to Ms. Mosely: Franklin Street website is showing 12,000sf for restaurants and on page 5 of 18 of your submittal, note 3 says "open space areas are intended as patios for gathering adjacent to shops and restaurants. The word "restaurant" is on your plan. You are aware of the parking requirements?

Chairperson Goodin asked if 5 years from the issuance of the first permit was amenable to you for the vested trips. Ms. Mosley replied they are Ok with the 5 years.

Ms. McPhaul stated the email from Michael Shaw of Prosser shows a demand of 9150 gallons per day for 18,300 sf of restaurants. Brad Davis of Prosser stated that he would update page 5 parking table.

Asked if TriBridge had thought about using some of the excess parking from the Lucky's portion of the shopping center to satisfy the parking needed for the new portion. There are 174 additional parking spaces at 572 Atlantic Blvd, have you considered a lease or arrangement to use those spaces since both properties are owned by the same corporation? Ms. Mosely conferred with Mr. Green then stated that the proposal before the board was for a shopping center and that they meet the parking needs for a shopping center.

Ms. Kelly to Ms. Mosely: Will the warehouse and showroom be demolished in phase I, they are part of the trip credit? They are not part of phase I.

Questions for staff:

Chairperson Goodin asked Mrs. Askew about the 5-year recommendation to start phase II and the vested trips. How did you come to the amount of time? Mrs. Askew replied that the City's code is silent on trip vesting. Doing research of other cities, 5 years was a reasonable fit. It would give the applicant time to secure tenants while still placing a time limit on the vested trips.

Ms. Kelly to Leon Smith, Public Works Director, and David Bolam, City Engineer. They discussed the letter written on March 11, 2019 to Michael Shaw. Mr. Smith said the City received a request for service for all phases of the development. We were asked to determine if the City had capacity. Kelly said the demand letter says 18,300sf of restaurants, will 9,150 gallons per day can meet that demand? Smith replied that the City would have to reroute sewer force main at the developer's expense.

Ms. McPhaul to Leon Smith: What is involved in the administrative costs? Staff time and labor.

The board discussed the recommended conditions for approval. It was decided that the traffic concurrency should be reduced to 2 years with possible extension up to 5 years and adding a fifth condition for parking.

Made by Goodin, seconded by Evens.

MOTION: TO APPROVE THE PRELIMINARY DEVELOPMENT ORDER AND RECOMMEND APPROVAL OF THE FINAL DEVELOPMENT ORDER TO CITY COUNCIL FOR CDB 19-04 FOR 500 ATLANTIC BLVD. WITH THE FOLLOWING CONDITIONS:

- 1 PROHIBITION OF THE FUTURE CONVERSION OF THE HOTEL UNITS INTO APARTMENT UNITS;
- 2 DEMOLITION OF THE FORMER KMART 90,000 SQUARE FOOT BUILDING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF PHASE 1;
- 3 TRAFFIC CONCURRENCY (VESTED TRIPS) FOR THE ENTIRE SITE OF 500, 436 AND 436-A ATLANTIC BLVD. LIMITED TO TWO (2) YEARS WITH AN OPTION FOR ONE (1) YEAR EXTENSIONS AND UP TO A MAXIMUM OF FIVE (5) YEARS AFTER THE ISSUANCE OF THE FIRST PERMIT FOR PHASE 1 CONSTRUCTION;
- 4 ADD A TOTAL 36 BICYCLE PARKING SPACES SPREAD OUT OVER THE ENTIRE PHASE 1 DEVELOPMENT TO BE INSTALLED TO ENCOURAGE ALTERNATE WAYS TO THE SITE.
- 5 MUST ADHERE TO 27-540 AND TABLE 27-540-1 FOR PHASE I.

Roll Call:

Ayes: 6-Livingston, Evens, Kelly, Moore, McPhail, Goodin

Noes: 0

MOTION APPROVED.

The applicants were informed that this would be forwarded to the City Council on May 6th at 6:00 pm at and that the applicants should attend that meeting.

Adjournment

There being no further business, the meeting was adjourned at 8:05 p.m.

Chairperson Christopher Goodin

ATTEST:

Piper Turner, Board Secretary

Date



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

AGENDA ITEM:	8A-Ordinance No. 2019-05, Chapter 6, Sections 6-1 and 6-31
SUBMITTED BY:	Denine Zagari, Animal Control Officer
DATE:	May 1, 2019
BACKGROUND:	<p>Due to conflicting language regarding leash lengths, Sections 6-1 and 6-31 of the Code of Ordinances should be amended to reflect a 12-foot leash length per the recommendation of Animal Control Officer Denine Zagari</p> <p>Ordinance No. 2019-05 was moved forward to first read at the April 15, 2019 Council Workshop.</p>
BUDGET:	N/A
RECOMMENDATION:	Approval
ATTACHMENT:	Ordinance No. 2019-05
CITY MANAGER:	

SPONSORED BY:
COUNCILOR MESSINGER



ORDINANCE NO. 2019-05

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 6, ANIMALS; ARTICLE I, SECTION 6-1, DEFINITIONS; AND ARTICLE II, SECTION 6-31(b)(1), DOGS ON THE BEACH AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council of the City of Neptune Beach, Florida has determined that it is necessary to amend Chapter 6 as set forth below.

Now, therefore, be it ordained by the City Council of Neptune Beach, Florida:

Section 1. Chapter 6 Animals, Section 6-1, Definitions, and Section 6-31(b)(1), Dogs on the Beach, be amended as follows:

Sec. 6-1. Definitions.

....

At Large means that an animal is off of the property of the owner and: (1) without restraint or confinement; (2) wandering, roving, or rambling unrestrained; or (3) in the absence of control of a person in charge. An animal on a retractable or other trolley leash system shall be considered “at-large” if the leash is extended beyond ~~sixteen (16)~~ **twelve (12)** feet in length.

....

Physical Control means adequate restraint to prevent the animal from engaging in biting, aggression towards people or animals, straying, being at-large, as defined herein, or other behaviors regulated by this ordinance or state law by the use of a proper leash or similar device attached to an appropriate collar or harness. To maintain effective physical control the animal must be on a leash not to exceed ~~sixteen (16)~~ **twelve (12)** feet at its maximum extension. Nothing in this definition is intended to prevent dogs being on training leashes or while engaged in other appropriate activities under adequate control where care is taken to assure control as needed is available to prevent violations of this ordinance. Likewise, nothing in this definition is meant to limit the use of a Service Dog, however, that the Service Dog is otherwise under the handler’s control and the handler requires the use of Service Dog that is not physically restrained.

Sec. 6-31. Dogs on the Beach.

....

- (b) In addition to the above provisions, all owners, custodians and/or persons responsible for and in control of any dog(s) on the beach must comply with following:
 - (1) Each such dog must be fastened to a suitable leash of dependable strength not to exceed ~~sixteen (16)~~ **twelve (12)** feet in length and the leash must be held or controlled by that person at all times.

Section 2. This Ordinance shall become effective after passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

Passed on First Reading this ___ day of _____, 2019.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

Passed on Second and Final Reading this ____ day of _____, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



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

AGENDA ITEM:	10A-Approval of Comprehensive Plan and Land Development Code RFQ
SUBMITTED BY:	Amanda Askew, Deputy City Manager
DATE:	May 1, 2019
BACKGROUND:	The City of Neptune Beach is updating the Comprehensive Plan and Land Development Code. The City will be soliciting Requests for Qualifications(RFQ). Submittals to this RFQ will be considered from firms normally engaged in providing the services requested.
BUDGET:	To be determined
RECOMMENDATION:	Approval
ATTACHMENT:	Comprehensive Plan and Land Development Code RFQ
CITY MANAGER:	

CITY OF NEPTUNE BEACH, FLORIDA
FORMAL REQUEST FOR QUALIFICATIONS & PROPOSALS
“Comprehensive Plan and Land Development Code Revision”
RFQ 19-01
Submittal Due Date: June 4, 2019 at 10 AM

Introduction

The City of Neptune Beach, Florida (“CONB”) through its chief executive officer (City Manager) hereby solicits sealed proposal responses to CONB’s request (the “Request for Qualifications” or “RFQ”). All references in this Solicitation (the “Invitation for Proposals” or “Invitation to Bid”) to CONB shall be a reference to the City Manager, or the manager’s designee, for the City of Neptune Beach unless otherwise specifically defined.

CONB hereby requests sealed proposals in response to **RFQ 19-01** titled “**Comprehensive Plan and Land Development Code Revision.**” The purpose of the RFQ is to contract for the services necessary for the completion of the project in accordance with the Scope of Services (attached hereto as, Exhibit I.), described in this RFQ (the “Project”).

Interested parties wishing to respond to the RFQ can obtain the complete RFQ package at the City Clerk’s office Monday through Friday from 9:00 A.M. to 4:00 P.M. or by accessing the following webpage: <http://www.ci.neptune-beach.fl.us/> which is CONB’s web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFQ Package, including all documents listed in the RFQ.

The Proposal Package shall consist of **one (1) original unbound proposal, six(6) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy** all of which shall be delivered to the Office of the City Clerk located at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: “**Comprehensive Plan and Land Development Code Revision**” **RFQ 19-01** and the official name of the responding party. Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than **10 A.M. local time on June 4, 2019**. A public opening will take place at 10 A.M. on the same date in the City Council Chambers located at City Hall, 116 First Street, Neptune Beach 32266. Any Proposal received after 10 A.M. local time on said date will not be accepted or considered under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk’s receipt stamp.

A Non-Mandatory Pre-Proposal Meeting will be conducted at City Hall in the City Council Chambers located at 116 First Street, Neptune Beach, FL 32266 on May 20, 2019 at 10 AM. The conference shall be held regardless of weather conditions. Proposals are subject to the terms, conditions and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this RFQ Package. CONB reserves the right to award or decline to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by CONB, subject to the right of CONB, or the City Council, to reject any and all proposals, and the right of CONB to waive any irregularity in the Proposals or RFQ procedure and subject also to the right of CONB to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price or, if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

Catherine Ponson
City Clerk, City of Neptune Beach

SCOPE OF SERVICES and SCHEDULE OF VALUES

**“Comprehensive Plan and Land Development Code Revision”
RFQ 19-01**

The Scope of Services and the Schedule of Values, if any, are set forth in the attached **EXHIBIT I**.

END OF SECTION

SCHEDULE OF EVENTS

“Comprehensive Plan and Land Development Code Revision” RFQ #PL2016-04

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	5/7/2019	10:00 AM
2	<u>Non-Mandatory Pre-RFQ Meeting</u>	5/20/2019	10:00 AM
3	Deadline to Submit Questions	5/24/2019	10:00 AM
4	Deadline to City Responses to Questions	5/31/2019	10:00 AM
5	Deadline to Submit RFQ-Response	6/14/2019	10:00 AM
6	Projected Announcement of selected Contractor/Cone of Silence ends	7/1/2019	6:00 PM

END OF SECTION

INSTRUCTIONS

“Comprehensive Plan and Land Development Code Revision” RFQ 19-01

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE TIMELY DELIVERY OF ITS RESPONSE PACKAGE IN COMPLIANCE WITH RFQ 19-01 AND THESE INSTRUCTIONS.

1. Purpose of RFQ. The City of Neptune Beach is requesting proposals for the lowest and most responsive price for the Project. The City reserves the right to award the contract to the Respondent whose proposal is found to be in the best interests of the City.
2. Qualification of Proposing Firm. Response submittals to this RFQ will be considered from firms normally engaged in providing the services requested. The proposing firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this RFQ where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
3. Deviations from Specifications. The awarded firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.
4. Designated Contact. Should the City choose to make an award pursuant to RFQ#???, the awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
5. Precedence of Conditions. The proposing firm, by submitting a response, agrees that the City’s General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of importance and relevance, with the one having the most importance and relevance being at the top of the list and the remaining documents in descending order of importance and relevance. This order shall apply, unless clearly contrary to the specific terms of the Contract or General Conditions to the Contract:
 - a) Attachment/Exhibits to Supplementary Conditions
 - b) Supplementary Conditions to Contract, if any
 - c) Addenda to RFQ
 - d) Attachments/Exhibits to RFQ
 - e) RFQ
 - f) Attachment/Exhibits to Contract
 - g) Contract
 - h) General Conditions to Contract, if any
 - i) Respondent’s Proposal

6. Response Withdrawal. After Proposals are opened, corrections or modifications to Proposals are not permitted, but the City may allow the proposing firm to withdraw an erroneous Proposal prior to the confirmation of the proposal award by City Council, if all of the following is established:
 - a) The proposing firm acted in good faith in submitting the response;
 - b) The error was not the result of gross negligence or willful inattention on the part of the firm;
 - c) The error was discovered and communicated to the City within twenty-four hours (not including Saturday, Sunday or a legal holiday) of opening the proposals received, along with a request for permission to withdraw the firm's Proposal; and
 - d) The firm submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the City to support the explanation and to show that the error was not the result of gross negligence or willful inattention nor made in bad faith.
7. The terms, provisions, conditions and definitions contained in RFQ# 19-01 shall apply to these instructions and they are hereby adopted and made a part hereof. If there is a conflict between any sections or parts of RFQ#??, the City's interpretation shall apply.
8. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **10 AM on May 24, 2019** to the attention of **Catherine Ponson** clerk@nbfl.us.
9. The issuance of a written addendum by the City is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the RFQ Package (also known as "RFQ Specifications" or "RFQ") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective firms via the City's website.
10. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
 - I. Cone of Silence: RFQ 19-01 is subject to a "Cone of Silence" From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff, including the City Manager and his staff. All written communication must comply with the requirements of the Cone of Silence. The Cone of Silence does not apply to verbal communications at pre-proposal conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Council during any duly notice public meeting, contract negotiations with the staff following the City Manager's written recommendation for the award of the contract, or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager and City Clerk.

11. Violation of these provisions by any particular Respondent shall render any recommendation for the award of the contract or the contract awarded to said Respondent voidable, and, in such event, said Respondent shall not be considered for any Solicitation including but not limited to one that requests any of the following a proposal, qualifications, a letter of interest or a bid concerning any contract for the provision of goods or services for a period of one year. Contact shall only be made through regularly scheduled Council meetings, or meetings scheduled through the City Manager's office, which are for the purposes of obtaining additional or clarifying information.
12. Lobbying. All firms and their agents who intend to submit, or who submitted, bids or responses for this RFQ, are hereby placed on formal notice that neither City Councilors, candidates for City Councilor or any employee of the City are to be lobbied either individually or collectively concerning this RFQ. Contact shall only be made through regularly scheduled Council meetings, or meetings scheduled through the City Manager's office, which are for the purposes of obtaining additional or clarifying information.
13. Reservation of Right. The City anticipates awarding one contract for services as a result of this RFQ and the successful firm will be requested to enter into negotiations to produce a contract for the Project. The City, however, reserves the right, in its sole discretion, to do any of the following:

- a) to reject any and all submitted Responses and to further define or limit the scope of the award;
 - b) to waive minor irregularities in the responses or in the procedure required by the RFQ documents;
 - c) to request additional information from firms as deemed necessary;
 - d) to make an award without discussion or after limited negotiations;
 - e) to negotiate modifications to the Proposal that it deems acceptable;
 - f) to terminate negotiations in the event the City deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal;
 - g) to proceed in this manner until it has negotiated a contract that is satisfactory to the City;
 - h) to modify the Contract Documents;
 - i) to cancel, in whole or part, any invitation for Proposals when it is in the best interest of the City;
 - j) to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City;
 - k) to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price; and,
 - l) to award each subdivision of a response to a separate Respondent or Respondents, if applicable.
14. Contingent Fees Prohibited. The proposing firm, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, Council, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
15. Public Entity Crimes. A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287, Florida Statutes, following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services, or a contract for construction or repair of a public building, may not submit proposals on leases of real property to or with the City, may not be awarded a contract to perform work as a contractor, sub-contractor, supplier, sub-consultant, or consultant under a contract with the City, and may not transact business with the City for a period of 36 months from the date of being placed on the convicted vendor list.
16. Respondents shall use the Proposal Form(s) furnished by the City. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten, or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the

instructions. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:

- a) The Invitation for Proposal and Instructions to Respondents.
- b) A copy of all issued addenda.
- c) The completed Proposal Form fully executed.
- d) Proposal/Bid Bond, (Bond or cashier's check), if required, attached to the Proposal Form.
- e) Certificates of Competency as well as all applicable State, County and City Licenses held by Respondent
- f) Certificate of Insurance and/or Letter of Insurability.

17. Goods: If goods are to be provided pursuant to this RFQ the following applies:

- a) Brand Names: If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned in this RFQ, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. Respondent may offer goods that are equal to the goods described in the RFQ with appropriate identification, samples and/or specifications for such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.
- b) Pricing: Prices should be stated in units of quantity specified in the Proposal Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.
- c) Mistake: In the event that unit prices are part of the Proposal and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail, and the extended price(s) shall be adjusted to coincide. Respondents are responsible for checking their calculations. Failure to do so shall be at the Respondent's risk, and errors shall not release the Respondent from his/her or its responsibility as noted herein.
- d) Samples: Samples of items, when required, must be furnished by the Respondent free of charge to the City. Each individual sample must be labeled with the Respondent's name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they shall be delivered within ten (10) calendar days of the request. The City shall not be responsible for the return of samples.
- e) Respondent warrants by signature on the Proposal Form that prices quoted therein are in conformity with the latest Federal Price Guidelines.
- f) Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Respondent to notify the City at once, indicating in its letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City with thirty (30) days advanced notice.
- g) Respondent warrants that the prices, terms and conditions quoted in the Proposal shall be firm for a period of one hundred eighty (180) calendar days from the date of the

Proposal opening unless otherwise stated in the Proposal Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation shall be cause for rejection, as determined by the City.

- h) Safety Standards: The Respondent warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
- 18. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this RFQ and as required by law. The Respondent shall be liable for any damages or loss to the City occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, City of Neptune Beach Code of Ordinances. These documents shall be furnished to the City as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal/Bid Bond, if required for this Project.
- 19. Respondent shall comply with the City's insurance requirements as set forth in the attached **EXHIBIT 4**, prior to issuance of any Contract(s) or Award(s) If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the City's bonding, if required for this project, and insurance requirements as set forth herein shall authorize the City to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further City action. The Respondent, by submitting a Proposal, thereby agrees to hold the City harmless and agrees to indemnify the City and covenants not to sue the City by such rescission.
- 20. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
- 21. Execution of Contract: A response to this RFQ shall not be responsive unless the Respondent signs the form of contract that is a part of the RFQ package. The Respondent to this RFQ acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this RFQ package and agrees that Respondent's signature on the Bid Form and/or the form of contract that is a part of the RFQ package and/or response to this RFQ, grants to the City the authority, on the Respondent's behalf, to inserted, into any blank spaces in the contract documents, information obtained from the proposal and at the City's sole and absolute discretion, the City may treat the Respondent's signature on any of those documents, for all purposes, including the enforcement of all of the terms and conditions of the contract, as the Respondent's signature on the contract, after the appropriate information has been inserted.
- 22. Evaluation of Proposals: The City, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the Respondent, the

financial position, experience, staffing, equipment, materials, references, and history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

23. Drug Free Workplace: Failure to provide proof of compliance with Section 287.087, Florida Statutes, as amended, when requested shall be cause for rejection of the Proposal as determined by the City.
24. Public Entity Crimes: A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFQ on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the Convicted Vendors List.
25. Contingent Fees Prohibited: The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, Council, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
26. Hold Harmless: All Respondents shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the City that arise out of this RFQ process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation. If fees, court costs and expenses associated with the litigation are awarded to the City, the Proposal/Bid Bond, if required for this project, shall be applied to the payment of those costs and any balance shall be paid by the Respondent.
27. Cancellation: Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award or termination of the contract.
28. Bonding Requirements: The Respondent, when submitting the Proposal, shall include a Proposal/Bid Bond, if required for this project, in the amount of 5% of the total amount of the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.
29. Performance and Payment Bond: The City may require the successful Respondent to furnish a Performance Bond and Payment Bond, each in the amount of 100% of the total Proposal Price, including Alternates if any, naming the City, and the entity that may be providing a source of funding for the Work, as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

301. Each Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the Work covered in the Contract Documents.
 302. Each Performance Bond shall continue in effect for five year after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.
 303. Each Payment bond shall guarantee the full payment of all suppliers, material man, laborers, or subcontractor employed pursuant to this Project.
 304. Each Bond shall be with a Surety company whose qualifications meet the requirements of insurance companies as set forth in the insurance requirements of this solicitation.
 305. Pursuant to the requirements of Section 255.05, Florida Statutes, Respondent shall ensure that the Bond(s) referenced above shall be recorded in the public records of Jacksonville and provide the City with evidence of such recording.
 306. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
30. Proposal Guarantee: Notwithstanding the fact that the Respondent, in submitting a proposal, agrees to the terms contained in the form of contract that is part of this RFQ package, the successful Respondent, within ten (10) calendar days of Notice of Award by the City, shall deliver, to the City, the executed Contract and other Contract Documents that provide for the Respondent's signature, and deliver to the City the required insurance documentation as well as a Performance and Payment Bond if these bonds are required. The Respondent who has the Contract awarded to it and who fails to execute the Contract and furnish the required Bonds and Insurance Documents within the specified time shall, at the City's option, forfeit the Proposal/Bid Bond/Security that accompanied the Proposal, and the Proposal/Bid Bond/Security shall be retained as liquidated damages by the City. It is agreed that if the City accepts payment from the Proposal/Bid Bond, that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondent fails to sign the Contract Documents or fails to furnish the required Bonds and Insurance documentation. If the City does not accept the Proposal/Bid Bond, the City may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. Proposal/Bid Bond/Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal/Bid Bond.
31. Pre-proposal Conference Site Visits: If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the RFQ. It shall be grounds for rejecting a Proposal from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations, or failure to complete any part of the RFQ Package, will be accepted as basis for varying the requirements of the Contract with the City or the compensation of the Respondent. The Respondent, following receipt of a survey of the property, if applicable, is bound by knowledge that can be seen or surmised from the survey and will not be entitled to any change order due to any such condition. If the survey is provided before the proposal is submitted, the contract price shall include the Work necessitated by those conditions. If the survey is provided subsequent to the submission of the proposal, the Respondent shall have five calendar days to notify the City of any additional costs

required by such conditions and the City shall have the right to reject the proposal and award the contract to the second most responsive, responsible bidder with the lowest price or to reject all bids.

32. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form. No change orders shall be allowed for delays caused by the City, other than for extensions of time to complete the Work.
33. Submittal Requirements: All Proposals shall comply with the requirements set forth herein and shall be in accordance with **EXHIBIT 1, "Scope of Services" and Exhibit #2 "Supplemental Instructions and Proposal Format for Respondents"** which is a part of this RFQ Package.
34. Cancellation of Bid Solicitation: The City reserves the right to cancel, in whole or part, any request for proposal when it is in the best interest of the City.
35. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.
36. All respondents, at the time of bid opening, must have fulfilled all prior obligations and commitments to the City in order to have their bid considered, including all financial obligations. Prior to the acceptance of any bid proposal or quotation, the City's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the City by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A bid, proposal or quotation will not be accepted until all outstanding debts of all Respondent Debtors owed to the city are paid in full. No bidder who is in default of any prior contract with the City may have their bid considered until the default is cured to the satisfaction of the City Manager.
37. Bid Protest Procedure. See attached **EXHIBIT 7**
38. Evaluation Criteria: If this project is to be evaluated by an Evaluation Committee, the evaluation criteria is attached as **EXHIBIT 5**.

END OF SECTION

PROPOSAL SUBMITTAL CHECKLIST FORM
“Comprehensive Plan and Land Development Code Revision”
RFQ 19-01

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this RFQ. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN X :	Check Completed.
<input checked="" type="checkbox"/> One (1) original unbound proposal, five (5) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy	_____
<input checked="" type="checkbox"/> Supplemental Instructions and Proposal Format for Respondents, EXHIBIT 2	_____
<input checked="" type="checkbox"/> Indemnification and Insurance Documents EXHIBIT 4	_____
<input checked="" type="checkbox"/> Signed Contract Documents, Professional Services Agreement, EXHIBIT 6	_____
<input checked="" type="checkbox"/> Respondents Qualification Statement	_____
<input checked="" type="checkbox"/> List of Proposed Subcontractors and Principal Suppliers	_____
<input checked="" type="checkbox"/> Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/> Public Entity Crimes and Conflicts of Interest	_____
<input checked="" type="checkbox"/> Drug Free Workplace	_____
<input checked="" type="checkbox"/> Acknowledgement of Conformance with OSHA Standards	_____
<input checked="" type="checkbox"/> Affidavit Concerning Federal & State Vendor Listings	_____
<input checked="" type="checkbox"/> Related Party Transaction Verification Form	_____
<input checked="" type="checkbox"/> Presentation Team Declaration/Affidavit of Representation	_____

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT
“Comprehensive Plan and Land Development Code Revision”
RFQ 19-01

The response to this questionnaire shall be utilized as part of the CITY’S overall Proposal Evaluation and RESPONDENT selection.

I. Number of similar Impact Study engagements completed,

a) In the past 5 years _____

b) In the past 10 years _____

2. List the last three (3) completed Impact Study engagements.

a) **Zoning & Land Use Engagement:** _____

Entity Name: _____

Entity Address: _____

Entity Telephone: _____

b) **Zoning & Land Use Engagement:** _____

Entity Name: _____

Entity Address: _____

Entity Telephone: _____

c) **Zoning & Land Use Engagement:** _____

Entity Name: _____

Entity Address: _____

Entity Telephone: _____

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price

4. The following information shall be attached to the proposal.

- a) RESPONDENT's home office organization chart.
- b) RESPONDENT's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

- a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debaring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

6. Government References:

List other Government Agencies or Quasi-government Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person:	_____
Type of Project:	_____
Name of Agency:	_____
Address:	_____

Telephone No.:	_____
Contact Person:	_____
Type of Project:	_____
Name of Agency:	_____
Address:	_____

Telephone No.:	_____
Contact Person:	_____
Type of Project:	_____

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS
“Comprehensive Plan and Land Development Code Revision”
RFQ 19-01

Respondent shall list all proposed subcontractors, if subcontractors are allowed by the terms of this RFQ to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Planning/Forecasting			
Land Use Regulations Analysis			
General Research			
Other:			

This list shall be provided to the City of Neptune Beach by the apparent lowest responsive and responsible Bidder within five (5) business days after Bid Opening.

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

_____ being first duly sworn, deposes and states that:

(1) He/She/They _____ is/are _____ the
(Owner, Partner, Officer, Representative or Agent) of

_____ the Respondent that has submitted the attached Proposal;

- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC: _____ OF
SEAL
OFFICE: _____

(Name of Notary Public: Print, Stamp or type as Counciled.)

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Neptune Beach or its agencies.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

I. This sworn statement is submitted to

_____ [print name of the public entity]

by

_____ [print individual’s name and title]

for

_____ [print name of entity submitting sworn statement]

whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency

or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

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

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

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known

OR Produced identification_____

Notary Public – State of _____

My Council expires_____

(Type of identification) _____

(Printed, typed or Stamped Counciled

Name of notary public_____

DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) business days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE CITY OF NEPTUNE BEACH

We, _____, (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the **“Comprehensive Plan and Land Development Code Revision”** project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **City of Neptune Beach** and **N/A** (Consultant) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor’s names):

to comply with such act or regulation.

CONTRACTOR

Witness

BY: _____

Name

Title

**AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS**

The person, or entity, who is responding to the City’s solicitation, hereinafter referred to as “Respondent”, must certify that the Respondent’s name Does Not appear on the State of Florida, Department of Management Services, “CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS”.

If the Respondent’s name Does appear on one or all the “Listings” summarized below, Respondents must “Check if Applies” next to the applicable “Listing.” The “Listings” can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, _____(hereinafter referred to as the “Declarant”) state, under penalty of perjury, that the following statements are true and correct:

- (1) I represent the Respondent whose name is _____.
- (2) I have the following relationship with the Respondent _____(Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company).
- (3) I have reviewed the Florida Department of Management Services website at the following URL _____ address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- (4) I have entered an “x” or a check mark beside each listing/category set forth below if the Respondent’s name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category it means that I am attesting to the fact that the Respondent’s name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

- Check if
Applicable
- _____ Convicted Vendor List
 - _____ Suspended Vendor List
 - _____ Discriminatory Vendor List
 - _____ Federal Excluded Parties List
 - _____ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

(Print name of Declarant)

By: _____
(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF DUVAL)

On this the _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____ who is personally know to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

Notary Public, State of Florida

**NOTARY PUBLIC:
SEAL**

(Name of Notary Public: Print,
Stamp or type as Counciled

EXHIBIT #1

SCOPE OF SERVICES

“Comprehensive Plan and Land Development Code Revision” RFQ 19-01

I. BACKGROUND

The City of Neptune Beach, Florida is seeking qualified planning and zoning consultants, including firms or teams, to manage and perform a full and complete revision of its Comprehensive Plan, including its Future Land Use Map, and the Land Development Code and including its Zoning Map hereinafter referred to in this **RFQ** as the Land Use and Development Regulation Revision. The Planning and Community Development Department, working with the City Manager and City Attorney have identified some inconsistencies and sections where revisions, or more clarity is needed; as well as reorganization to improve the interpretation of these documents. ***Please refer to Exhibit #3 which includes links to the City’s current Comp Plan and LDC. Future Land Use and Zoning Maps are attached as Exhibit #3.*** These preliminary suggested revisions are expected to be supplemented by additional revisions suggested by the selected vendor.

This project is intended to provide a full, complete and exhaustive revision to the City’s Land Development Code (“LDC”) and its Comprehensive Plan and will include an up-to- date, user-friendly, complete set of goals, objectives and policies. The City intends to select and hire a consultant who has specific experience with zoning, preparation of ordinances, preparation of zoning maps, illustrations for land development regulations and conducting meetings with the public to encourage their participation in the process of revising the Comprehensive Plan and the LDC. In addition, the selected consultant must demonstrate experience and knowledge of: innovative zoning techniques, architectural and urban design, land development regulations, land use law, comprehensive planning, and sustainable development.

All references to “City” in this **RFQ** shall be a reference to the City Manager of Neptune Beach unless otherwise specifically defined. All references to the City Manager shall also mean the City Manager’s designee. This **RFQ** shall serve to provide interested parties with general information as to the procedures for a consultant for the City’s revision of its Comprehensive Plan, Future Land Use Map, Land Development Code and Zoning Map.

The City will use a competitive negotiation process in selecting the consultant. Accepted proposals will be evaluated by the City utilizing **Exhibit 5, “Evaluation and Selection Criteria.”** Respondents, deemed as best suited and qualified, shall be selected by a Selection Committee of at least three (3) City representatives for discussion and/or presentations, ranking and subsequent negotiations with the selected consultant.

II. SCOPE OF WORK

COMPREHENSIVE PLAN / LDC REVISION:

This project shall consist of a thorough analysis and revision of the City's current COMPREHENSIVE PLAN / LDC.

Specific tasks include:

Task 1: Review of Existing Planning Documents, Regulations and Initiatives

The consultant will complete a rigorous and objective evaluation of the City's existing COMPREHENSIVE PLAN / LDC. The consultant will also take into consideration regional needs and the official plans of other government units and agencies within the region, including the goals of the Federal, State, and City of Neptune Beach.

At the outset of the project, the consultants shall meet with City staff for a project orientation meeting to provide an understanding of City's goals, and the project schedule, timeline, specific issues, City policies, interagency interaction, opportunities and/or problems relating to growth and development within the City. The consultant shall be responsible for reviewing and understanding the City's Comprehensive Plan, and any other City plans, and policies as identified by the City, and all relevant and applicable local, state and federal laws.

Task 2: Public Participation

The consultant shall propose a substantial public participation process that specifies how and when the public (including homeowners associations, businesses, the development community and other interested parties) will be engaged throughout the Projects process. The consultant shall specify the methods they will use to achieve meaningful public participation. The consultant shall also provide a public participation timeline that identifies key points at which the public will be involved, and how that involvement will occur, how and when materials will be available and presented to the public.

The consultant shall consider multiple means of obtaining input both during and outside of identified public meetings. The consultant shall describe its approach for gathering broad-based input about the existing COMPREHENSIVE PLAN / LDC.

City staff, Community Development Board, City Council should be contacted in person for their input concerning the current requirements, administration procedures, deficiencies, suggested changes and implementation techniques. The consultant shall also inquire about the perceived strengths and weaknesses of the existing Comprehensive Plan as a guide to implement a new LDC and Zoning Map. The consultant shall prepare a draft and final memorandum that summarizes the input gathered during this identification process, which shall be submitted to the City Manager.

Task 3: Comprehensive Plan / LDC And Related Authorizations Review

The COMPREHENSIVE PLAN / LDC revision will include an analysis of the changes that have taken place in the Neptune Beach developed environment since the last revision to the Comprehensive Plan and the LDC. The COMPREHENSIVE PLAN / LDC_revision will analyze existing land use and patterns necessary to provide sufficient understanding on which to reflect future growth management practices including the City's desire to encourage sustainability, environmental qualities, and adaption to potential sea level rise, as it relates to land uses, transportation, infrastructure, housing, including affordable housing and infill development, conservation, recreation and open space, capital improvement, and intergovernmental coordination. This analysis will guide the preparation of a new future land use map and the revision of the LDC and Zoning Map to ensure conformity to the Comprehensive Plan.

The COMPREHENSIVE PLAN / LDC will be analyzed and weighed against the provisions of the proposed Comprehensive Plan revisions; as will the update to the Zoning Map. The Comprehensive Plan revision will address, but is not limited to, all State requirement and the City's desire to encourage sustainability, environmental qualities, and adaption to potential sea level rise.

The new LDC, is meant to supersede the present zoning ordinance and other local land development regulations that apply to the City. The City desires an innovative and highly-illustrated hybrid LDC with form-based and transect elements that takes an adaptive approach to achieve an attractive, competitive, and sustainable suburban/urban transitioning environment. As the City is quickly approaching 'build out', the new code should accomplish the following:

1. The preservation of neighborhood qualities in single family districts.
2. Encourage creative and efficient redevelopment of underutilized properties.
3. Establish a development review process with predictable outcomes that is streamlined and efficient for the development community and the general public.
4. Address transportation constraints, capitalize on existing infrastructure, and incorporate forward-looking parking and complete street standards that recognize changes in market and generational trends. Defining design attributes and geometrics that balance the needs of motorist, pedestrians, bicyclist and transit riders while promoting a vital public realm.
5. Overhaul and simplify existing sign regulations to create a City identity that balances aesthetics and State/Federal laws.
6. Simplify zoning districts and standards.
7. "Paints a picture" (through text and illustrations/graphics) site design and architectural standards for non-residential and multi-family/townhome/condo

uses that establish a unique identity for Neptune Beach residents and businesses.

8. Eliminate outdated, unclear or contradictory language.

9. Examine parking, sidewalk, landscaping, pervious and signage requirements within the LDC to determine if there are any shortcomings.

10. Update zoning to promote green infrastructure techniques, for example update parking requirements, update lighting standards, site plan review procedures incorporation the new tree protection ordinance, LEED buildings and the encouragement of using solar energy.

11. Review the intent of each existing district; revise each to reflect the Comprehensive Plan, and the promotion of sustainable development and eliminate unnecessary districts and propose new districts as warranted.

12. Include zoning requirements that will encourage pedestrian and bicycle friendly practices, complete streets, and the protection of critical environmental areas, waters, and natural resources.

13. Include zoning regulations that encourages architectural diversity for contiguously developed residential properties.

14. Provide supplement requirements to Chapter 8 that promotes and requires property maintenance to prevent blight and increase property values.

Task 4: Annotated Outline

It is anticipated that most issues and items of concern will be identified after a thorough review of existing COMPREHENSIVE PLAN / LDC. The consultant will incorporate appropriate tools and policies in rewriting the COMPREHENSIVE PLAN / LDC, so they function easily and are simply understood. It is the City's intent to obtain a user-friendly COMPREHENSIVE PLAN / LDC that are comprehensive in nature.

The consultant shall identify and discuss new concepts and approaches for potential inclusion in the draft COMPREHENSIVE PLAN / LDC. The consultant shall prepare an annotated outline that includes a chapter by chapter detailed description of the proposed COMPREHENSIVE PLAN / LDC, and a commentary explaining the rationale for the recommended approach. The annotated outline shall include recommendations for potential revisions to the City's Zoning Map and Future Land Use Map.

The consultant shall present the annotated outline to City staff, and subsequently the Community Development Board and City Council, and others for review and comment. After obtaining general agreement on the contents of the initial draft of the annotated outline, the consultant shall provide the City with a final annotated outlined based on the comments received.

Task 5: Draft Regulations

The consultant will prepare a draft COMPREHENSIVE PLAN / LDC that is based on the final annotated outline. After initial review and comments by the City staff, Community Development Board, and City Council the consultant shall propose an approach for soliciting broad-based input from the public. The consultant will be responsible for arranging and facilitating all public meetings.

The consultant's proposal shall include the projected number of workshops that will be conducted to gather input and complete reviews and revisions of the draft document.

Task 6: Final Regulations

After City staff, Community Development Board, City Council, and public input, the consultant shall prepare an executive summary explaining the public hearing.

The executive summary will be distributed to the public prior to the public hearing. This material shall be available at least one (1) month in advance of the public hearing. The consultant shall present the final draft of the COMPREHENSIVE PLAN / LDC and maps at scheduled public hearings of the Community Development Board and City Council prior to final adoption. The consultant will explain its contents and respond to questions.

III. DELIVERABLES:

COMPREHENSIVE PLAN / LDC:

1. COMPREHENSIVE PLAN / LDC revision - one original unbound copy of final document, fifteen (15) copies in three ring binder, and a digital copy on thumb drive or other acceptable digital format.
2. Public meetings, the number of public meetings to be recommended by the consultant, and agreed to by the City.
3. Draft COMPREHENSIVE PLAN / LDC revision presentation to Community Development Board and Councilors.

END OF SECTION

EXHIBIT #2

SUPPLEMENTAL INSTRUCTIONS AND PROPOSAL FORMAT FOR RESPONDENT “Comprehensive Plan and Land Development Code Revision” RFQ 19-01

I. Format and Content of RFQ Response

Firms responding to the solicitation, shall disclose their qualifications to serve as a consultant for the City in the format set forth below. Failure to provide requested information may result in your proposal being deemed non-responsive and therefore eliminated from further consideration.

A. Title Page

Show the name of Respondent’s agency/firm, address, telephone number, name of contact person, date and the subject: **REQUEST FOR QUALIFICATIONS For “Comprehensive Plan and Land Development Code Revisions,” RFQ 19-01**

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Cover Letter and Executive Summary

This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions, and commit the firm’s resources.

Summarize your firm’s qualifications and experience to serve as a Consultant, and your firm’s understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This response should emphasize the strength of the firm in any relevant areas which you feel the City should weigh in its selection, based on the criteria set forth above.

This section should summarize the key points of your submittal. **Limit to one to four pages.** Proposals must include the following.

1. Proposer’s perception of the problem, based on this **RFQ**, site visits, review of existing planning documents, and other available information;
2. Detailed work plan/project approach and schedule designed to accomplish the objectives of the proposed project in a timely manner. The City anticipates that this project will be completed **within 12 months** of execution of a contract.
3. A list of the executive and professional personnel that will be employed in the completion of the project and their experience with similar projects, including the percentage of project time projected to be spent by each person;
4. Proposer’s experience with projects of a similar scope including a summary of prior work experience and competence in undertaking projects of this type. Experience shown should be of the lead project personnel who will be assigned to the City’s project and will routinely be interfacing with the City.

D. Firm Overview

State the full legal name and organizational structure of the firm. Describe the ownership structure of your firm. State the location of the office that will be serving the City including mailing address and telephone numbers.

- a. Name of Firm submitting responding to the solicitation.
- b. Name and title of individual responsible for the submittal.
- c. Mailing and e-mail addresses.
- d. Telephone and facsimile numbers.

E. Personnel and References

Identify the primary individuals who will provide services to the City with regard to the day-to-day relationship with the City and include a brief resume for each of the primary individuals including licenses and certifications held by those individuals. **Provide a list of five clients the firm has worked with in the last 36 months.** Indicate the firm's experience with clients within the State of Florida and provide a brief description of the type of services provided as well as the names, titles, addresses and telephone numbers of those primarily responsible for the account. In addition to the day-to-day relationship, please provide information regarding the firm's and individual's experience with engagements which are similar to the project contemplated by the City. Finally, provide specific services required to complete this project, that are provided by your firm, through subcontractors or sub consultants.

F. Other Relevant Experience

Provide a description of your proposed primary individuals' relevant experience over the last three years with other cities that you believe are relevant to this proposed engagement. Include three case studies, if available, that illustrate experience with relevant services where the proposed primary individuals have served as consultants for similar engagements as proposed by the City detailed in the Scope of Services in this RFQ. Please limit your response to two pages.

END OF SECTION

EXHIBIT #3
“Comprehensive Plan and Land Development Code Revision”
RFQ 19-01

Note: The City’s Comprehensive Plan and Land Development Code can be accessed through the following links provided below

City of Neptune Beach’s Current:

1. Comprehensive Plan – Please see link below:

<https://ci.neptunebeach.fl.us/zupload/user/2016-PDFs/2012-2022-ComprehensivePlanI.pdf>
2. Land Development Code - Please see link below:

https://library.municode.com/fl/neptune_beach/codes/code_of_ordinances
3. Future Land Use Map; attached as ***Exhibit #3***
4. Zoning Map; attached as ***Exhibit #3***
5. Urban Land Institute – Technical Assistant Program; attached as ***Exhibit #3***