



AGENDA
Special and Workshop City Council Meeting
Monday, November 18, 2019, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. RESOLUTION NO. 2019-12, A Resolution Amending the Operating Budget for the City of Neptune Beach, Florida, for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019 **p. 2**
3. PUBLIC COMMENTS
4. ADJOURN

WORKSHOP MEETING IMMEDIATELY FOLLOWING THE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST
 - A. Recognition Presentation—Florida Association of City Clerks Northeast Director Caroline Best, CMC
3. CITY MANAGER REPORT
4. COMMITTEE REPORTS
 - A. Land Use and Parks
 - B. Transportation and Public Safety
 - C. Finance, Charter and Boards
 - D. Strategic Planning and Visioning
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES / NONE
7. CONTRACTS / AGREEMENTS
 - A. Use Agreement between Dance Trance and the City of Neptune Beach **p. 4**
8. ISSUE DEVELOPMENT
 - A. Notification of Property Owners in the R-4 Zoning District of Proposed Lot Split Moratorium
 - B. Concrete Purchase for Florida Boulevard Path Widening **p. 14**
 - C. RESOLUTION NO. 2019-13, A Resolution Expressing Approval and Support for the Development of United States Bike Route 1 (USBR 1) **p.19**
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN



RESOLUTION NO. 2019-12

A RESOLUTION AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA, FOR FISCAL YEAR 2019, BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019.

WHEREAS, the City of Neptune Beach, Florida, adopted an operating budget for fiscal year 2019, and

WHEREAS, the nature of budgetary systems and those day to day decisions affecting such budgetary systems requires adjustments from time to time.

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

The fiscal year 2019 Final Budget be Amended as follows:

<u>FY 2019 BUDGET AMENDMENT</u>	FY 2019 Adjusted Budget	Amendment	Amended Budget FY 2019
<u>GENERAL FUND</u>			
Revenue Additions:			
Ad Valorem Taxes (1)	\$ 2,819,172	\$ 77,100	\$ 2,896,272
Building Permits (1)	72,250	41,000	113,250
11 - Cent Rev.Sharing (Cig.Tax) (1)	184,275	21,600	21,600
FEMA Funding (2)	-	461,134	461,134
	\$ 5,351,642	\$ 600,834	\$ 5,952,476
Expenditures:			
City Attorney Expenditures (3)	\$ 137,851	\$ 52,000	189,851
Building Dept. Expenditures (4)	183,259	25,000	208,483
Nondepartmental Expenditures (5)	321,487	106,833	428,320
Police Department Expenditures (6)	3,332,266	148,988	3,482,754
Public Service Department (7)	569,372	15,500	611,872
	\$ 5,351,324	\$ 348,321	\$ 5,699,645

- (1) To record additional revenues received in this fiscal year.
- (2) To record revenue received from FEMA grant for Hurricane IRMA.
- (3) Increased expenditures due to litigation, resignation, and retaining consulting law firm in the fiscal year.
- (4) Increased expenditures due to retaining outside consultant to perform building inspections.
- (5) To account for increase expenditures due to the hurricane Dorian and funding Capital Improvement Fund from General Fund.
- (6) To account for increase expenditures due to the hurricane Dorian, increased special events and grant expenditures
- (7) To account for increase expenditures due to the hurricane Dorian and increased special events.

<u>FY 2019 BUDGET AMENDMENT</u>	FY 2019 Adjusted Budget	Amendment	Amended Budget FY 2019
- SPECIAL REVENUE FUNDS			
Conventional Develop. Tax Fund (8)	\$ 58,575	\$ 8,000	\$ 66,575
Better Jax ½ Cent Tax Fund (9)	1,139,612	715,000	724,366
Holiday/Special Events Fund (10)	8,506	3,000	11,506
Jarboe Park CIP Fund (11)	0	73,000	73,000

(8) To record additional revenues received and appropriated fund balance as well as expenditures in this fiscal year.

(9) To record interfund transfers and reduction of expenditures in this fiscal year.

(10) To record "Movie with Mayor" donations and expenditures in this fiscal year.

(11) To include new "Jarboe Park CIP Fund" in the this fiscal year.

<u>FY 2019 BUDGET AMENDMENT</u>	FY 2019 Adjusted Budget	Amendment	Amended Budget FY 2019
- ENTERPRISE FUNDS			
Revenue Additions:			
Paid Parking Revenues (12)	\$ 0	\$ 162,350	\$ 162,350
Expenditures:			
Paid Parking Expenditures (12)	\$ 0	\$ 162,000	\$ 162,000
Net Income:	\$ 0	\$ 350	\$ 350

(12) To include new "Paid Parking Fund" which is an enterprise fund in the this fiscal year.

ADOPTED by the City Council of the City of Neptune Beach, Florida, on this 18th day of November, 2019.

Elaine E. Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



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

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

October 28, 2019

Zachary Roth
8818 Goodby's Executive Drive
Suite 100
Jacksonville, FL 32217

Dear Zach

Please receive this as a request to utilize the Neptune House Activity Center in Neptune Beach for 8 hours per week. The classes would be for Dance Trance and would be held Monday, Wednesday, Friday and Saturday mornings at 9:30 AM and Tuesday and Thursday nights at 6:00 and 7:00 PM.

We would work to make a few enhancements to the building including the installation of a hardwood floor, acoustic ceiling tiles, sound system and additional lighting. The hardwood floor would be a permanent enhancement to Neptune House and as such would be owned by the City of Neptune Beach. All other enhancements are portable and can be removed such that Dance Trance would retain ownership.

The product cost of the wood floor is \$4,500. I have discussed the installation with Leon Smith and his staff is capable of laying the floor. Dance Trance is willing to pay the \$4500 in advance with 50% rent relief until fully paid back, approximately 6 months. The current lease arrangement of \$50 per hour is agreed to. The cost of the sound system, acoustic ceiling tiles and additional lighting would be absorbed by Dance Trance unless of course the City of Neptune Beach desires to own these listed items.

We would propose initiating the use of Neptune House beginning the week of January 6, 2020. We will plan on moving forward with the hardwood floor installation and all other listed items as soon as approval is received.

Best regards,

Jay Handline

Jay Handline
Founding Partner
Dance Trance
214 Orange Street
Neptune Beach, Florida 32266
904-616-6490 (c)

USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) is made and entered into January 6, 2020 (the “Effective Date”), by and between City of Neptune Beach, Florida (the “City”), and Dance Trance, LC, a Florida limited liability company (“User”) and in consideration of the provisions of this Agreement, the parties agree as follows:

1. PREMISES

a. Description The City hereby grants to User, subject to the terms, conditions and covenants of this Agreement and at the Available Times (as defined below), the right to use the the main hall of Neptune House, located within Jarboe Park, 1408 5th Street, Neptune Beach, FL 32266 (the “Premises”).

b. As-Is Condition. The City grants User the right to use the Premises on an “AS IS” basis and without any warranties of title, merchantability, or fitness for a particular purpose.

2. RENT/AVAILABLE TIMES/TERM/TAXES

a. Usage Rate. The City agrees to permit User to utilize the Premises for the sum of Fifty Dollars (\$50.00) per hour (the “Hourly Rate”) of the Available Time used during the term of the Agreement.

b. Available Times. The City and User agree that that this Agreement does not grant to User an exclusive right to use the Premises at all times during the course of the Term. Instead, the purpose is to provide for certain times during which User may use the Premises as provided below without requirement of additional agreement with the City (“Available Times”). The Available Times shall be:

- i. Monday: 9:30 a.m. to 10:30 a.m.
- ii. Tuesday: 6:00 p.m. to 7:00 p.m.; 7:00 p.m. to 8:00 p.m.
- iii. Wednesday: 9:30 a.m. to 10:30 a.m.
- iv. Thursday: 6:00 p.m. to 7:00 p.m.; 7:00 p.m. to 8:00 p.m.
- v. Friday: 9:30 a.m. to 10:30 a.m.
- vi. Saturday: 9:30 a.m. to 10:30 a.m.
- vii. Sunday: None

c. Restriction on Available Times. The City and User agree that, given the nature of this Agreement as a non-exclusive agreement to permit the use of the Premises by User during the Available Times, certain circumstances may arise where the Premises are not available to User during the Available Times. In such event, the City shall provide to User no less than twenty-four (24) hours notice of the unavailability of the Premises during an Available Time. User shall not be charged for any Available Time it does not use. No later than 9:00 a.m. each Monday morning, User shall give notice to the City by

email to **ADDRESS** of the Available Times User intends to utilize the Premises during that week.

d. Term. Subject to prior termination as provided in this Agreement, the initial term of this Agreement shall be for a period of one (1) year commencing on the date stated above (the “Term”). This Agreement shall expire at the end of the (1) year term unless the City agrees in writing to extend this Agreement for an additional term. All subsequent extensions of the Term shall be for a period of one (1) year absent written notice of a different period by the City.

e. Taxes. User shall pay any and all taxes or assessments levied or assessed in relation to or on this Agreement.

f. Payment. No later than the fifth (5th) day of each month, User shall remit to the City payment in an amount equal to the number of Available Times User utilized the Premises during the preceding calendar month multiplied by the Hourly Rate. Payment of such amounts is an independent covenant under this Agreement. In the event the City determines that the amount paid is less than the amount owed under this Agreement, it may deliver to User notice of the additional amount owed and User shall not be entitled to use the Premises until such time as it pays the outstanding balance. If it is determined that User has overpaid for any period, such overpayment shall be credited to future uses under this Agreement.

3. OPERATION OF THE PREMISES

a. Use. User’s use of the Premises shall be solely for the conducting of group dance classes. User shall not use the Premises for any other purpose without the prior written consent of the City Manager of Neptune Beach (the “City Manager”). User shall conduct its business and use its best efforts to control its employees, agents, contractors, guests and invitees so as not to create a nuisance or unreasonably interfere with the surrounding neighbors or other portions of Jarboe Park and its visitors. User may access the Premises shortly before and after the Available Times for purposes of preparing the Premises for classes and for cleaning after classes, but shall use commercially reasonable efforts to minimize such time. User shall utilize the Premises in a manner that keeps and maintains the Premises in good order, condition, and repair and orderly, neat, safe, clean, sanitary, and free from rubbish, debris, and dirt at all times. User shall not utilize the Premises in a manner which results in an unreasonable increase in the heat, electricity, water, or other utilities used on the Premises, as determined in the sole discretion of the City Manager.

b. Access. The City agrees to provide User with access to the Premises by providing keys, code to a combination lock, or some other means to permit the use described above as deemed appropriate in the reasonable discretion of the City Manager.

c. Compliance. User agrees to comply with and conform to all local, state, federal laws and ordinances, and/or other governmental authority, relating to the

condition, use, and occupancy of the Premises. User shall bear the cost and responsibility of complying with the American with Disabilities Act and any local/state laws governing handicapped access, including all rules, regulations and guidelines promulgated under such laws associated with any changes necessary to comply with same based on User's use of the Premises.

d. Controlled & Hazardous Substances. User shall not use, store, generate, or dispose of any hazardous substances on the Premises, in Jarboe Park, or on the surrounding property. Hazardous substances include, but are not limited to, any flammable, explosive, radioactive or reactive materials, any asbestos, pollutants, contaminants or other hazardous, dangerous or toxic chemicals, materials or substances.

4. ALTERATIONS, MODIFICATIONS, REPAIRS

a. Permitted Alterations. User agrees not to make any material or structural alterations, changes, or additions to the Premises except as follows:

i. *Flooring.* The City and User agree to install a hardwood floor in the Premises. User shall be responsible to provide the materials, which shall be approved in advance by the City Manager in their sole and arbitrary discretion, and the City agrees to install same. User shall provide such materials to the City no later than December 1, 2019 and the City shall install prior to the Effective Date. Upon installation, title and ownership of such flooring shall vest with the City.

ii. *Additional Alterations.* User may install acoustic ceiling tiles, a sound system, and additional lighting in the Premises so long as same do not unreasonably interfere with the use of the Premises by other persons. Such items shall be installed at User's sole expense and in such a manner so as to cause as little alteration to the Premises as possible. User shall be solely responsible for compliance with all federal, state, and local laws and ordinances regarding such work and shall obtain any permits required for same. Upon expiration or termination of this Agreement, such items shall remain the property of User and User shall be responsible for repairing the Premises to its prior condition upon removal of same. In the event the City determines that it would prefer if any or all of such items remain in the Premises, User and the City shall make separate arrangements regarding the cost of same.

b. Repairs. Following each class and when this Agreement expires or is terminated, User agrees, at its sole expense, to repair any damages, aesthetic or otherwise, caused by the installation or removal of any equipment, fixture or improvement or User's conduct of its business on the Premises or, if unable to be immediately repaired, shall notify the City of the timeline of such repairs and shall commence such repairs as soon as commercially practicable, coordinating such repairs with the City Manager.

c. Contractors. All alterations or modifications of the Premises done by User shall be performed by contractors and subcontractors approved by the City. All contractors and subcontractors shall procure and maintain insurance coverage naming the City as additional insured, in such amount as the City may reasonably require. All work done on the Premises shall be performed in accordance with all laws and in a good and workmanlike manner.

d. Failure to Maintain or Repair. Should User fail to repair any damage to the Premises resulting from its use as required above, the City shall give User ten (10) days written notice to correct such failure. If User does not timely correct such failure, the City, in addition to all other remedies available to it by law and equity, may automatically terminate this Agreement, or by its own forces or contractors enter upon the Premises and perform User's obligations. On demand by the City, User shall reimburse the City for the costs of correcting such lack of performance.

e. Mechanics Liens. User shall keep the Premises and land on which the Premises are a part free and clear of all mechanics liens. The City shall have the right to require User's contractors, subcontractors and material men to furnish to both User and the City adequate lien waivers on work or materials paid for in connection with all periodic or final payments. The City reserves the right to post notices on the premises that the City is not responsible for payment of work performed and that the City's interest is not subject to any lien. If such a lien is filed, then User shall within ten (10) days either 1) pay the amount of the lien and cause the lien to be released of record, or, 2) diligently contest such lien and deliver to the City a bond or other reasonable security in an amount satisfactory to the City. If User fails to timely take either action, the City may pay the lien or contest the lien and all costs, including reasonable attorney's fees, shall be paid to the City by User upon demand. User shall defend, indemnify and hold harmless the City from and against all claims, demands, causes of action, judgments and actual damages and expenses (including reasonable attorney's fees) in any way arising from User's failure to pay for any work performed, materials furnished, or obligations incurred.

f. Landlord Maintenance. The City, at the City's cost and expense, shall maintain the Premises, Neptune House, and Jarboe Park; provided, however, if any such maintenance is required by reason of (a) User's use and/or occupancy of the Premises, (b) the negligence of User, its agents, servants, employees, and/or invitees, or (c) alteration made by User, then, in any such event, such maintenance shall be performed by the City, at User's sole cost and expense, which cost and expense shall be reimbursed by User to the City upon demand.

5. INSURANCE, HOLD HARMLESS/ INDEMNIFICATION & RISK MANAGEMENT REQUIREMENTS

a. Required Coverage

i. *General Requirements.* User shall procure and maintain the following described insurance. These insurance requirements shall not limit the

liability of User. The City does not represent that these types or amounts of insurance are sufficient or adequate to protect User's interests or liabilities. User's insurance policies shall be endorsed to name the City as an additional insured by specific endorsement. User shall procure a waiver by the insurer of all right of subrogation against the City in connection with any loss or damage insured against. User is responsible for the amount of any additional premium for such waiver and shall be responsible for the cost of any deductible in the event of a loss.

ii. *Commercial General Liability Coverage.* User shall obtain and maintain, for the life of the Agreement and any extensions, commercial general liability insurance, including property damage and personal liability, against liability for injury to persons or property occurring in or about the Premises or arising out of User's use, maintenance, or occupancy of same. The limits of liability under this policy shall not be less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

iii. *Property Coverage.* User shall be responsible for all property insurance necessary to cover loss to User's personal property/contents, including any items installed in accordance with Section 4 but not permanently affixed to the Premises.

b. Evidence/Certificates of Insurance. User shall provide the City with an approved Certificate of Insurance. All insurance policies shall provide for 30 days' notice to the City prior to cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to the City at least 30 days prior to coverage renewals. As outlined above, the City is to be named as additional insured on the insurance policies. If requested by the City, User shall furnish complete copies of User's insurance policies, forms and endorsements. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute acceptance of the levels of insurance or a waiver of User's obligation to fulfill the insurance requirements of this Agreement.

c. Indemnification/Hold Harmless User agrees to defend, indemnify and hold the City harmless against any and all liability, loss, cost, damage, or expense, including, without limitation, court costs and attorney's fees, imposed on the City by any person or entity arising in any way out of User's use of the Premises or operation of its business, unless such claims are a result of the City's sole negligence. Nothing herein shall waive or modify the sovereign immunity of the City. User agrees to pay the cost of the City's legal defense, as may be selected by the City, for all claims against the City arising from User's use of the Premises or operation of its business on same. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

6. TERMINATION

a. Termination for Cause. In the event that User defaults on any condition of this Agreement, or breaches any obligation or covenant contained in this Agreement for which a shorter cure period is not provided, the City may terminate this Agreement upon thirty (30) days' written notice. If the City terminates the Agreement, User shall remove its property from the Premises and surrender any keys to the City within five (5) days. User waives any claim arising from such termination User shall reimburse the City on demand for all costs incurred by the City as a result of User's default, breach of this Agreement, or in connection with the enforcement of the City's rights and remedies hereunder, including, but not limited to, reasonable attorney's fees, court costs and related costs and expenses.

b. Termination Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days' written notice to the other.

c. Casualty. In the event of any casualty rendering all or some of the Premises unusable for the purposes of this Agreement, the City may immediately terminate this Agreement by written notice to User, without credit or compensation to User by the City, or, alternatively, provide User with notice that this Agreement shall abate until such time as such casualty is remedied and the City gives User written notice that it may resume its use of the Premises.

7. MISCELLANEOUS

a. Assignment or Granting Rights to Others. User shall not assign this Agreement, nor permit the Premises or any part thereof to be used by others except its customers and invitees and nothing in this Agreement shall be construed as creating any rights in User which may be assigned to any other party.

b. Consequential Damages. In no event shall the City be liable to User for any consequential damages, including but not limited to lost profits, loss of use, business damages, or other damages arising from or relating to the City or User's use of the Premises.

c. Waiver. Neither any failure nor delay on the part of the City in exercising any right, power or remedy in connection with this Agreement shall operate as a waiver. No modification, amendment or waiver of any provision of the Agreement shall be effective unless it is in writing and signed by the parties.

d. Relationship Between the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Hourly Rate, nor any other provisions contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of a city permitting a party to utilize a public facility. This document shall

not be construed as a rental agreement or lease as regulated by Chapter 83, Florida Statutes.

e. Controlling Law. The Agreement shall be governed by the laws of the State of Florida and venue is proper in Duval County, Florida.

f. Time of Essence. Time is of the essence in this Agreement in each and all of its provisions in which performance is a factor.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

h. Notice. All notices, requests, demands and other communications between the parties shall be in writing and delivered in person or sent by certified mail, postage prepaid, and properly addressed as stated below or by email correspondence. Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section if delivered personally, shall be effective upon delivery; and if delivered by mail, shall be effective upon deposit in the United States mail, postage prepaid.

To User: Dance Trance, LC
ADDRESS
EMAIL ADDRESS

To the City: City Manager
116 First Street
Neptune Beach, FL 32266
cm@nbfl.us

With Copy to: Zachary R. Roth
8818 Goodbys Executive Drive
Jacksonville, FL 32217
neptune@ansbacher.net

Signatures to Follow on Next Page

In witness whereof, the parties have executed this Agreement.

DANCE TRANCE, LC,
a Florida limited liability company

Dated

By: Jay Handline, Its Manager

Witness
Print: _____

Witness
Print: _____

CITY OF NEPTUNE BEACH

ATTEST:

Catherine Ponson, Clerk

Elaine Brown, Mayor

Witness
Print: _____

Witness
Print: _____

Approved as to correctness of form:

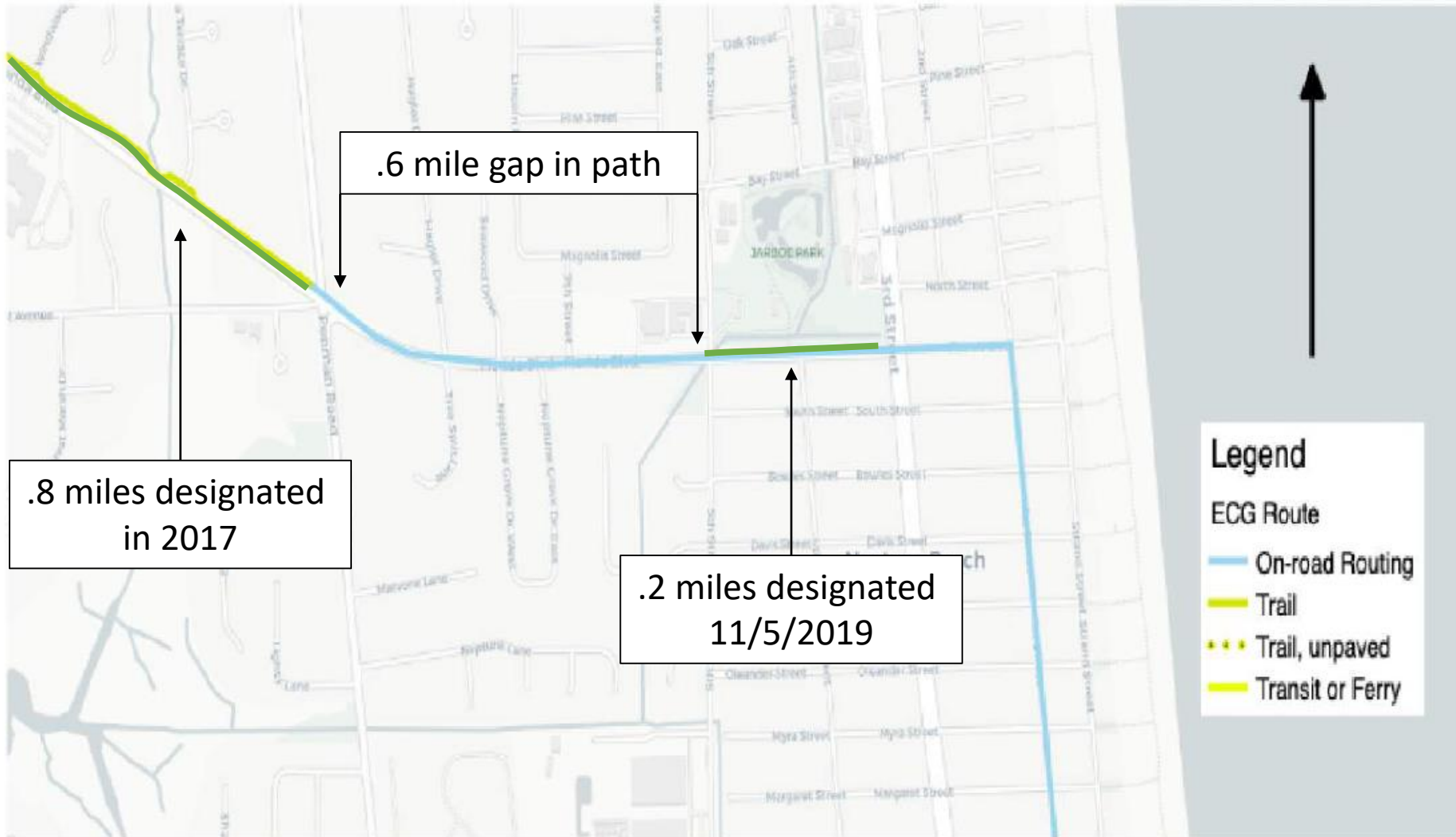
Zachary Roth, City Attorney



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

AGENDA ITEM:	Concrete Purchase for Florida Blvd Path Widening
SUBMITTED BY:	Colin Moore, Grant & Resiliency Coordinator
DATE:	11/12/2019
BACKGROUND:	<p>The City of Neptune Beach currently has one major gap remaining in the route of the East Coast Greenway along the east side of Florida Blvd between 1310 Florida Blvd and Fifth St.</p> <p>There are a high number of walkers, runners, and cyclists that use this corridor to get from from their homes to the beach, Jarboe Park, and multiple schools. The existing sidewalk is very narrow which makes it very difficult for pedestrians and cyclists to pass each other safely. There are also several sections of concrete in disrepair making the path inaccessible to persons with physical disabilities.</p> <p>Public Works has estimated that approximately \$75,000 would be needed for the purchase of concrete to widen the path to the East Coast Greenway standard of 10'. By utilizing non-programmed funding from the Local Option Gas Tax Fund, this entire 1.6 mile section of the East Coast Greenway could be completed in time for the Southeastern Greenways & Trails Summit event scheduled for April 4.</p>
BUDGET:	\$75,000
RECOMMENDATION:	Consider approval of use of non-programmed Local Option Gas Tax funds for purchase of concrete needed to complete path widening.
ATTACHMENT:	Sidewalk Estimate Cost and Photos

Estimated Sidewalk Cost							
		Length in Feet	Width of Sidewalk	3'	6'	8'	10'
Myra	245-1st Street	400	CF	399.6	799.2	1065.6	1332
			CY @ 4"	14.7852	29.5704	39.4272	49.284
			4" Cost	\$ 1,951.65	\$ 3,903.29	\$ 5,204.39	\$ 6,505.49
			CY @ 6"	22.2	44.4	59.2	74
			6" Cost	\$ 2,930.40	\$ 5,860.80	\$ 7,814.40	\$ 9,768.00
Oleander	5th to 3rd	1220	CF	1218.78	2437.56	3250.08	4062.6
			CY @ 4"	45.09486	90.18972	120.25296	150.3162
			4" Cost	\$ 5,952.52	\$ 11,905.04	\$ 15,873.39	\$ 19,841.74
			CY @ 6"	67.71	135.42	180.56	225.7
			6" Cost	\$ 8,937.72	\$ 17,875.44	\$ 23,833.92	\$ 29,792.40
4th St	Seagate to Florida Blvd	2400	CF	2397.6	4795.2	6393.6	7992
			CY @ 4"	88.7112	177.4224	236.5632	295.704
			4" Cost	\$ 11,709.88	\$ 23,419.76	\$ 31,226.34	\$ 39,032.93
			CY @ 6"	133.2	266.4	\$ 355.200	444
			6" Cost	\$ 17,582.40	\$ 35,164.80	\$ 46,886.40	\$ 58,608.00
Kings Rd	Forest to Kings Rd Bridge	1900	CF	1898.1	3796.2	5061.6	6327
			CY @ 4"	70.2297	140.4594	187.2792	234.099
			4" Cost	\$ 9,270.32	\$ 18,540.64	\$ 24,720.85	\$ 30,901.07
			CY @ 6"	105.45	210.9	\$ 281.200	351.5
			6" Cost	\$ 13,919.40	\$ 27,838.80	\$ 37,118.40	\$ 46,398.00
5th	South to Oleander	1055	CF	1053.945	2107.89	2810.52	3513.15
			CY @ 4"	38.995965	77.99193	103.98924	129.98655
			4" Cost	\$ 5,147.47	\$ 10,294.93	\$ 13,726.58	\$ 17,158.22
			CY @ 6"	58.5525	117.105	\$ 156.140	195.175
			6" Cost	\$ 7,728.93	\$ 15,457.86	\$ 20,610.48	\$ 25,763.10
5th	Oleander to Seagate	1050	CF	1048.95	2097.9	2797.2	3496.5
			CY @ 4"	38.81115	77.6223	103.4964	129.3705
			4" Cost	\$ 5,123.07	\$ 10,246.14	\$ 13,661.52	\$ 17,076.91
			CY @ 6"	58.275	116.55	\$ 155.400	194.25
			6" Cost	\$ 7,692.30	\$ 15,384.60	\$ 20,512.80	\$ 25,641.00
Fla Blvd	1310 Florida Blvd to 5 way	720	CF	719.28	1438.56	1918.08	2397.6
			CY @ 4"	26.61336	53.22672	70.96896	88.7112
			4" Cost	\$ 3,512.96	\$ 7,025.93	\$ 9,367.90	\$ 11,709.88
			CY @ 6"	39.96	79.92	\$ 106.560	133.2
			6" Cost	\$ 5,274.72	\$ 10,549.44	\$ 14,065.92	\$ 17,582.40
Fla Blvd	5 way to 5th St	2350	CF	2347.65	4695.3	6260.4	7825.5
			CY @ 4"	86.86305	173.7261	231.6348	289.5435
			4" Cost	\$ 11,465.92	\$ 22,931.85	\$ 30,575.79	\$ 38,219.74
			CY @ 6"	130.425	260.85	\$ 347.800	434.75
			6" Cost	\$ 17,216.10	\$ 34,432.20	\$ 45,909.60	\$ 57,387.00
Seagate	Penman to 3rd	2350	CF	2347.65	4695.3	6260.4	7825.5
			CY @ 4"	86.86305	173.7261	231.6348	289.5435
			4" Cost	\$ 11,465.92	\$ 22,931.85	\$ 30,575.79	\$ 38,219.74
			CY @ 6"	130.425	260.85	\$ 347.800	434.75
			6" Cost	\$ 17,216.10	\$ 34,432.20	\$ 45,909.60	\$ 57,387.00





Sections of Existing Sidewalk on Florida Blvd between Camellia Terrace and Fifth St

Width



A portion of the American Tobacco Trail in Wake County, N.C., features an asphalt trail with stone-dust shoulder alongside it.

The aim generally is for a 12-foot wide pathway but that may not always be achieved initially. In more rural areas, where use may be lower, a narrower width may suffice. All new trails are expected to be designed and built according to best practices. The East Coast Greenway Alliance follows AASHTO standards for shared-use paths:

“5.2.1 Width and Clearance: The minimum paved width for a two-directional shared use path is 10 ft (3.0 m). Wider pathways, 11 to 14 ft (3.4 to 4.2 m) are recommended in locations that are anticipated to serve a high percentage of pedestrians (30 percent or more of the total pathway volume) and higher user volumes (more than 300 total users in the peak hour). In very rare circumstances, a reduced width of 8 ft (2.4 m) may be used where the following conditions prevail:

- *Bicycle traffic is expected to be low, even on peak days or during peak hours.*
- *Pedestrian use of the facility is not expected to more than occasional.*
- *Horizontal and vertical alignments provide frequent, well-designed passing and resting opportunities.*
- *The path will not be regularly subjected to maintenance vehicle loading conditions that would cause pavement damage.”*

Occasionally, providing separate, parallel shoulders or treads alongside a trail for different users may be desirable. For example, a primary, hard-surfaced path (asphalt or concrete) can be provided exclusively for bicyclists, with softer shoulders set aside for pedestrians and equestrians. Single shoulders should be at least 5 feet wide, while dual shoulders (one on each side) should be a minimum of 2 feet wide.



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

AGENDA ITEM:	Resolution No. 2019-13, Approval and Support of United States Bicycle Route 1
SUBMITTED BY:	Mary O'Brien, State Bicycle/Pedestrian Coordinator, FDOT Kerry Irons, Adventure Cycling Association
DATE:	11/13/2019
BACKGROUND:	This project is part of a national effort through the American Association of State Highway and Transportation Officials (AASHTO) to build a US Bicycle Route system and is being led by FDOT, Bike Florida, the Florida Bicycle Association, and the Adventure Cycling Association. The proposed route on Neptune Beach streets is less than 5 miles coming into town from Atlantic Beach on Ocean Blvd., then onto 1st St., Costa Verde Blvd., 25th Ave S., onto Ocean Dr S (NB uses 1st St. S.).
BUDGET:	N/A
RECOMMENDATION:	Consider Resolution No. 2019-13 to be forwarded to the December 2, 2019 Regular Council meeting
ATTACHMENT:	Resolution No. 2019-13 and Bike Route Information

FW: US Bicycle Route 1 through Neptune Beach

Leon Smith

Wed 10/23/2019 10:04 AM

To: Catherine Ponson <clerk@nbfl.us>

Catherine- Mr. Irons contacted me about this yesterday. Could we place on the agenda to see if Council would support this and to see if they would like to send a letter to FDOT or do a resolution.

Thanks,
Leon

-----Original Message-----

From: Kerry Irons <irons54vortex@gmail.com>

Sent: Tuesday, October 22, 2019 3:26 PM

To: Leon Smith <dpw@nbfl.us>

Cc: mary.obrien@dot.state.fl.us

Subject: US Bicycle Route 1 through Neptune Beach

Leon,

Thanks for talking to me today about USBR 1 through Neptune Beach. This project is part of a national effort (through AASHTO) to build a US Bicycle Route system and is being led by FDOT, Bike Florida, and the Florida Bicycle Association, and the Adventure Cycling Association.

Below is some background information and templates for a letter or resolution for your agency to endorse and send to the FDOT state bike/ped coordinator. Here are the addresses to which you can email or mail a letter or resolution of support from your agency. Feel free to edit the support letter/resolution as needed. FDOT is the agency that submits the USBR route approval application to AASHTO.

Mary O'Brien, AICP, CPH

State Bicycle/ Pedestrian Coordinator

Florida Department of Transportation, Central Office Roadway Design Office
mary.obrien@dot.state.fl.us
850-414-4283

Kerry Irons

Adventure Cycling Association

irons54vortex@gmail.com

989-513-7871

Here is a links to the draft map of the USBR 1 route: <https://ridewithgps.com/routes/17764763>. As you are probably aware, this is a popular bicycling route for traveling cyclists along the Florida Neptune Coast.

Just so you have it on paper, the proposed route on Neptune Beach streets is less than 5 miles coming

into town from Atlantic Beach on Ocean Blvd., then onto 1st St., Costa Verde Blvd., 25th Ave S., onto Ocean Dr S (NB Uses 1st St. S.).

The route proposal supplied is just that; a proposal. Local agencies will be the ones who determine the final route as they are the ones who have to assure support for the route to FDOT. We are in discussions with all of the cities and counties along the route.

The general route for USBR 1 in Florida is along the Neptune Coast. USBR 1 begins in Bar Harbor, ME and ends in Key West. ME, NH, MA, VA, and NC have already approved their portions of USBR 1 and we are actively working with GA, MD, PA, and DE on their segments.

You can find a huge amount of background information on the USBRS at www.adventurecycling.org/routes-and-maps/us-bicycle-route-system including a downloadable map for the entire proposed system.

As I hear from the agencies in your region, I will keep you informed about their progress. If you have any questions, please feel free to contact me.

Kerry Irons
Adventure Cycling Association
989-513-7871

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Background information on USBR route designation:

There is no inherent liability for local agencies per the federal Transportation Research Board: http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_lrd_53.pdf

To view AASHTO information on the US Bicycle Route System: <https://route.transportation.org/us-bicycle-routes/>

Signage is nice, but not required. There are a number of ways a route can be designated including maps (paper or Internet), signs, pavement markings, downloadable GPS coordinates, etc.

The choice of roads for a US Bicycle Route is a tradeoff between low traffic, direct routing, access to services (bike shops, motels, campgrounds, etc.), access to points of interest, and scenic roads. The best route for a family weekend bike ride may not be the best route for someone on a multi-day long distance bicycle trip.

Long distance bicycle tourists are experienced road riders and used to varying quality of road surface, absence of paved shoulders, and car and truck traffic. The number of cyclists who might use a given route is difficult to predict, but five to ten riders per day (1,000-2,000 per season) would be considered a significant increase in usage once a route is designated.

A change in the route can be proposed to FDOT and they propose the change to AASHTO. AASHTO has accepted every new route and route change requested by state DOTs. Route changes can be made twice per year.

Designating a USBR does not impose any constraints or restrictions on the use of a road, street, trail or right-of-way. It's current or future status or use for any other purpose is not changed.

There is no requirement that roads for US Bicycle Routes meet the guidelines in the AASTHO Guide for Bicycle Facilities. This was explicitly considered and it has been written into the process that there are no specific requirements for road or trail standards. It is recognized that local "engineering judgment" will determine when a road is suitable for inclusion in a USBR designation.

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Letter of Support Template

U.S. Bicycle Route System
Template Letter of Support

Organizational Letterhead
Date

Dear Mary O'Brien,

Neptune Beach would like to offer our support for the designation of proposed U.S. Bicycle Route 1 (USBR 1) through Neptune Beach. We recognize that bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide facilities for such tourists. As a city, we stand to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region.

The American Association of State Highway and Transportation Officials (AASHTO) has designated a bicycle route corridor through Florida to be developed as USBR 1. Neptune Beach lies within that corridor and we have investigated the proposed route and found it to be suitable for bicycle tourists.

I am contacting you to indicate our support for designating USBR 1 through Neptune Beach.

The proposed route for USBR 1 will provide a benefit to our city and we endorse having the route mapped and signed, thereby promoting bicycle tourism in our area. Therefore, Neptune Beach hereby expresses its support for the designation USBR 1, and requests that the appropriate officials nominate the route for AASHTO designation as soon as this can be achieved.

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Sample Support Resolution

Whereas bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide facilities for such tourists; and

Whereas the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing Florida to be developed as United States Bike Route 1 (USBR 1), and

Whereas the Adventure Cycling Association , Bike Florida, and the Florida Bicycle Association, with the cooperation of FDOT, have proposed specific route to be designated as USBR 1, and

Whereas the proposed route for USBR 1 comes through Neptune Beach and can therefore provide benefits to our city, and

Whereas we have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area,

Therefore be it resolved that Neptune Beach hereby expresses its approval and support for the development of USBR 1, and requests that FDOT get the route officially designated by AASHTO as soon as this can be achieved, and authorizes the posting of signs within Neptune Beach right-of-way identifying the route through the city once the official designation has been made.



[Home \(/\)](#) / [Routes & Maps \(/routes-and-maps/\)](#) / [U.S. Bicycle Route System \(/routes-and-maps/us-bicycle-route-system/\)](#)

U.S. Bicycle Route System



(<https://www.adventurecycling.org/campaigns/build-it-bike-it-be-a-part-of-it/>)

The U.S. Bicycle Route System (USBRS) is a developing national network of public bike travel routes. Over **14,000 miles** are rideable today – and many routes are signed.

- Explore free digital maps (</routes-and-maps/us-bicycle-route-system/maps-and-route-resources/>)
- Learn how routes are designated (</routes-and-maps/us-bicycle-route-system/implement-a-us-bicycle-route/>)
- Subscribe to the USBRS eNews (</routes-and-maps/us-bicycle-route-system/subscribe-to-usbrs-email-updates1/>)

Since 2005, Adventure Cycling has been proud to shepherd the growth of the USBRS. We provide technical support to partners across the country – so that you have more places to ride and the tools to get you there.





RESOLUTION NO. 2019-13

A RESOLUTION APPROVING AND SUPPORTING THE DEVELOPMENT OF UNITED STATES BIKE ROUTE 1 (USBR 1)

WHEREAS, Bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, The American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing Florida to be developed as United States Bike Route 1 (USBR 1), and

WHEREAS, The Adventure Cycling Association, Bike Florida, and the Florida Bicycle Association, with the cooperation of FDOT, have proposed specific route to be designated as USBR 1, and

WHEREAS, The proposed route for USBR 1 comes through Neptune Beach and can therefore provide benefits to our City, and

WHEREAS, We have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area,

Therefore be it resolved that Neptune Beach hereby expresses its approval and support for the development of USBR 1, and requests that FDOT get the route officially designated by AASHTO as soon as this can be achieved, and authorizes the posting of signs within Neptune Beach right-of-way identifying the route through the city once the official designation has been made.

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

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk