



AGENDA
Regular City Council Meeting
Monday, November 4, 2019, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
3. APPROVAL OF MINUTES
 - A. **October 7, 2019, Shade City Council Meeting**
October 7, 2019, Regular City Council Meeting
October 11, 2019, Special City Council Meeting
October 12, 2019, Special City Council Meeting
October 12, 2019, Special City Council Meeting
October 17, 2019, Special City Council Meeting
October 21, 2019, Workshop City Council Meeting
4. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor	• City Attorney
• City Council	• City Clerk
• City Manager	• Departmental Reports
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA
 - A. Resolution No. 2019-11, A Resoution Appointing Member to the Community Development Board (CDB)
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
8. ORDINANCES
 - A. Ordinance No. 2019-10, Chapter 27, Article III, Division 3, Sections 27-101-27-102; Division 4, Sections 27-105-27-109 and Sections 27-110, First Reading and **Public Hearing**, An Ordinance of the City Of Neptune Beach, Florida, Enacting A Temporary Moratorium To Prohibit The Acceptance or Processing of any Application for a Development Order or Any Other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Plat or Replat in the R-4 Zoning District as set forth in Chapter 27, Unified Land Development Regulations, Division 3, Sections 27-101 through 27-102, Platting Requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, Minor Replat Requirements, and 27-110 Temporary Moratorium; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.

- B. Ordinance No. 2019-11, Chapter 28, Nuisances, Article III, Sections 28-11-28-15, First Reading and Public Hearing, An Ordinance of the City Of Neptune Beach, Florida, Amending Chapter 28, Nuisances, Amending Article III, Nuisance Lighting, Sections 28-11-28-15; and Providing an Effective Date.
 - C. Ordinance No. 2019-12, Chapter 2, Administration, Article VII, Division 2, Section 2-440, First Reading and Public Hearing, An Ordinance of the City of Neptune Beach, Florida Amending Chapter 2, Administration, Amending Article VII, Boards and Commissions, Division 2, Code Enforcement Board, Section 2-440; and Providing an Effective Date.
9. OLD BUSINESS / NONE
10. NEW BUSINESS
- A. Approval of Mediated Settlement Agreement in the Section 70.51, Florida Statutes, Proceeding by Leigh B. Broward Regarding the Denial of Minor Replat Application, CDB 19-05, for 1229 Forest Oaks Drive
 - B. Approval of Modified Minor Replat of 1229 Forest Oaks Drive
 - C. Pete's Bar Thanksgiving Day Event - November 28, 2019
 - D. Approval of City Manager Contract
 - E. Approval of Agreement for Professional Services for the Comprehensive Plan and Land Development Code Revision with Dover, Kohl & Partners
11. COUNCIL COMMENTS
12. ADJOURN



**MINUTES
EXECUTIVE SESSION
SHADE CITY COUNCIL MEETING
MONDAY, OCTOBER 7, 2019 AT 6:00 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA**

Pursuant to proper notice a Shade Meeting of the City Council of the City of Neptune Beach was held October 7, 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 Scott Wiley
Councilor Josh Messinger (via phone)

STAFF

Interim City Manager Leon Smith
City Attorney Zachary Roth
Director of Finance Peter Kajokas
Police Chief Richard Pike
Deputy Public Works Director Megan George
City Clerk Catherine Ponson

Order Call

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

Mayor Brown explained the shade meeting was called to discuss litigation, after which time Council would reconvene in the Council Chambers and the Mayor would adjourn the shade meeting and open the regular meeting.

City Attorney Zachary Roth stated that he and Florida League of Cities Attorney Edward Birk were requesting advice from the Council regarding current litigation in the City of Neptune Beach vs. Karla Strait ongoing case. The attendees would be Mayor Elaine Brown, Vice-Mayor Fred Jones, Councilors Kerry Chin, Scott Wiley, Josh Messinger, and Interim City Manager Leon Smith.

Adjournment

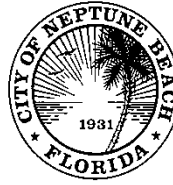
The shade meeting adjourned at 6:44 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



MINUTES
REGULAR CITY COUNCIL MEETING
IMMEDIATELY FOLLOWING SHADE MEETING
MONDAY, OCTOBER 7, 2019, 6:44 P.M.
NEPTUNE BEACH 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, October 7, 2019, at 6:44 p.m. in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida.

Attendance:	IN ATTENDANCE:	STAFF:
	Mayor Elaine Brown	Interim City Manager Leon Smith
	Vice Mayor Fred Jones	City Attorney Zachary Roth
	Councilor Kerry Chin	Director of Finance Peter Kajokas
	Councilor Scott Wiley	Police Chief Richard Pike
	Councilor Josh Messinger (via phone)	Deputy Public Works Director Megan George
		City Clerk Catherine Ponson

Call to Order Mayor Brown called the meeting to order at 6:45 p.m.

AWARDS / PRESENTATION / RECOGNITION OF GUESTS / NONE

APPROVAL OF MINUTES

Minutes Made by Jones, seconded by Wiley.

MOTION: TO APPROVE THE FOLLOWING MINUTES:

September 9, 2019, Special City Council Meeting
September 9, 2019, Regular City Council Meeting
September 16, 2019, Special City Council Meeting
September 16, 2019, Workshop City Council Meeting

Roll Call Vote:

Ayes: 4-Chin, Wiley, Jones, Brown

Noes: 0

MOTION CARRIED

COMMUNICATIONS AND CORRESPONDENCE

CITY MANAGER REPORT

- City Manager Report Interim City Manager Smith reported the following:
- Mr. Smith reported that the new Community Development Director, Kristina Wright, would begin on Monday, November 4, 2019.
 - The schedule for interviews for the City Manager position is set and would begin on Friday, October 11, 2019.
- Police Chief Report Chief of Police Richard Pike reported he and his staff had been to St. Petersburg to receive the accreditation award. The Children's Fall Festival would be held on Saturday, October 19, 2019, beginning at 9:00 a.m. and Movies with the Mayor would also be on Saturday, October 19, 2019 beginning at 6:30 p.m. at Jarboe Park.
- Mayor Brown thanked Police Chief Pike and Interim City Manager Smith for their efforts while the H.M.S. Queen Elizabeth is docked in Mayport. Police Chief Pike reported the sailors would be visiting the Beaches Town Center throughout the week.

PUBLIC COMMENTS

- Public Comment Lynda Padrta, 1113 1st Street, Neptune Beach, spoke regarding the 1st Street flooding that had occurred that day. She stated she had been coming to Council about this for about 20 years. She also had been told there was a huge project that would solve the drainage problem. She presented pictures of the flooding to Council.
- Ty Gordon, 2040 Waterway Island, Jacksonville Beach, spoke regarding the Lakeside Drive gate closure once the Kings Road Bridge project is completed.

VARIANCES / SPECIAL EXCEPTION / DEVELOPMENT ORDERS / NONE**ORDINANCES / NONE****OLD BUSINESS / NONE****NEW BUSINESS**

- Designation of City Representative Designation of City Representatives for Mediation Hearing Pursuant to Florida Statutes Section 70.51 Regarding CDB 19-05, 1229 Forest Oaks Drive. City Attorney Zachary Roth advised that Mr. Leigh Broward had requested a hearing based on F.S. 70.51, which requires a Special Magistrate be appointed to hear his case on denial of a replat at 1229 Forest Oaks Avenue in Neptune Beach. The hearing is scheduled for Tuesday, October 8, 2019, at 1:00 p.m. The attorney is asking that Council designate someone to represent the City at this hearing.
- Interim City Manager Smith will attend as a representative of the City and report back to Council.
- City Hall Carpet Approval of City Hall Carpet Installation. Interim City Manager Smith reported that some of the work could be completed in-house to reduce the price, including old carpet removal, disposal, and furniture removal and replace. He explained this is carpet tile that is easily replaced, by piece, if needed.
- Vice Mayor Jones questioned if this had gone out for bid. Mr. Smith advised that this is the same company that installed the carpet at the Beaches Branch Library.

Made by Jones, seconded by Wiley.

MOTION: **TO APPROVE THE INSTALLATION FOR CARPET IN CITY HALL
IN THE AMOUNT \$27,877.95**

Roll Call Vote:

Ayes: 4-Wiley, Chin, Jones, Brown
Noes: 0

MOTION CARRIED

Sea & Sky Show
Interlocal
Agreement

Approval of Sea & Sky Show Interlocal Agreement. Mayor Brown reported that this is the Interlocal Agreement for the upcoming Sea & Sky Show to be held on October 26 and October 27, 2019.

Mr. Roth explained that this is an arrangement between the beach cities and the City of Jacksonville. This is the same agreement previously signed in the past.

Chief Pike stated that the City of Neptune Beach would provide four officers to the City of Jacksonville Beach during the event.

Made by Wiley, seconded by Jones.

Roll Call Vote:

Ayes: 4- Wiley, Chin, Jones, Brown
Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Mr. Roth reported that the Paid Parking Interlocal Agreement had been approved by the City of Atlantic Beach. The paid parking program could begin any day.

Adjournment

There being no further business, the meeting adjourned at 7:12 p.m.

Elaine Brown, Mayor

Attest:

Catherine Ponson, City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
FRIDAY, OCTOBER 11, 2019, AT 8:30 A.M.
COUNCIL CHAMBERS, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special Meeting of the City Council of the City of Neptune Beach was held Friday, October 11, 2019, at 8:30 a.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:

Interim City Manager Leon Smith
 City Attorney Zachary Roth
 Chief of Police Richard Pike
 Commander Gary Snyder
 Deputy Public Works Director Megan George
 City Clerk Catherine Ponson

Order Call

Mayor Brown called the meeting to order at 8:37 a.m.

**City
 Manager
 Interviews**

The City Council and City staff conducted interviews with three candidates for the City Manager position.

- Scott Moye
- David Strohl
- Stefen Wynn

COMMENTS FROM THE PUBLIC / NONE

Adjournment

There being no further business, the special meeting adjourned at 11:31 a.m.

 Elaine Brown, Mayor

 Catherine Ponson, City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
SATURDAY, OCTOBER 12, 2019, AT 8:30 A.M.
COUNCIL CHAMBERS, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special Meeting of the City Council of the City of Neptune Beach was held Saturday, October 12, 2019, at 8:30 a.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: Interim City Manager Leon Smith Deputy Public Works Director Megan George Chief of Police Richard Pike City Clerk Catherine Ponson
Order Call	Mayor Brown called the meeting to order at 8:35 a.m.	
City Manager Interviews	The City Council and City staff conducted interviews with four candidates for the City Manager position. • Scott Andrews • Scott Moyer • David Strohl • Stefen Wynn	

COMMENTS FROM THE PUBLIC / NONE

Adjournment	There being no further business, the special meeting adjourned at 10:29 a.m.
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Elaine Brown, Mayor

Catherine Ponson, City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
SATURDAY, OCTOBER 12, 2019, AT 2:00 P.M.
COUNCIL CHAMBERS, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special Meeting of the City Council of the City of Neptune Beach was held Saturday, October 12, 2019, at 2:00 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:

Interim City Manager Leon Smith
 City Clerk Catherine Ponson

**Order Call/
 Pledge of
 Allegiance**

Mayor Brown called the meeting to order at 2:00 p.m. and led the Pledge of Allegiance.

**City Manager
 Interview**

The City Council and City staff conducted an interview with City Manager candidate Scott Andrews.

**Discussion of
 City Manager
 Selection**

Mayor Brown and Council commented on how qualified the candidates were and thanked City staff for their efforts throughout this process.

A special meeting was scheduled for Thursday, October 17, 2019, at 4:30 p.m. for selection of the new City Manager.

COMMENTS FROM THE PUBLIC / NONE

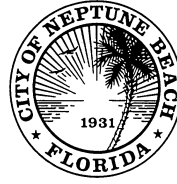
Adjournment

There being no further business, the special meeting adjourned at 2:28 p.m.

 Elaine Brown, Mayor

 Catherine Ponson, City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
THURSDAY, OCTOBER 17, 2019, AT 4:30 P.M.
COUNCIL CHAMBERS, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special Meeting of the City Council of the City of Neptune Beach was held Thursday, October 17, 2019, at 4:30 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:

Interim City Manager Leon Smith
 City Attorney Zachary Roth
 Chief of Police Richard Pike
 Finance Director Peter Kajokas
 Deputy Public Works Director Megan George
 City Clerk Catherine Ponson

Order Call

Mayor Brown called the meeting to order at 4:30 p.m. and led the Pledge of Allegiance.

Public Comment

Mary Frosio, 1830 Nightfall Drive, Neptune Beach, stated her support for Interim City Manager Leon Smith as the new City Manager.

Selection of City Manager

Mayor Brown explained the Council would be given score sheets. The scoring would be four for the top choice, three for the third choice, two for the second choice and one for the last choice. The City Manager candidates are Scott Andrews, Scott Moye, David Strohl, and Stefen Wynn.

Mr. Smith stated he felt it was in the best interest of the City to choose one of the candidates interviewed. He was humbled to be considered. He would serve in whatever capacity the City wants him to.

Councilor Chin advised that he had spoken to Mr. Smith and he added he would be willing to serve as mentor to the incoming City Manager.

The City Clerk distributed and then collected the score sheets. The Clerk and the City Attorney adjourned to tally the sheets.

The City Clerk returned the final score sheets to Mayor Brown.

Mayor Brown announced that Stefen Wynn had received the highest score.

Made by Chin, seconded by Wiley.

MOTION: **TO BEGIN THE PROCESS TO MAKE AN OFFER TO STEFEN WYNN AS THE NEW CITY MANAGER**

Roll Call Vote:

Ayes: 5-Chin, Messinger, Wiley, Jones, Brown
Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

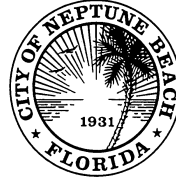
Council thanked Mr. Smith and City staff for their efforts during the time when the previous City Manager left and throughout the City Manager search process.

Adjournment There being no further business, the special meeting adjourned at 4:52 p.m.

Elaine Brown, Mayor

Catherine Ponson, City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, OCTOBER 21, 2019, 6:00 P.M.
NEPTUNE BEACH 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, October 21, 2019, at 6:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance

IN ATTENDANCE:

Mayor Elaine Brown (*absent*)
 Vice Mayor Fred Jones
 Councilor Kerry Chin
 Councilor Josh Messinger
 Councilor Scott Wiley

STAFF:

Interim City Manager Leon Smith
 City Attorney Zachary Roth
 Police Chief Richard Pike
 Finance Director Peter Kajokas
 Deputy Public Works Director
 City Clerk Catherine Ponson

**Call to
Order/Pledge
of Allegiance**

Vice Mayor Jones called the workshop meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE

CITY MANAGER REPORT

**City Manager
Report**

Interim City Manager Leon Smith reported:

- Mr. Smith reported that the soft opening of the Paid Parking Program was going well and the signs would be ready this Wednesday, October 23 and still waiting on the sign posts.
- The new Community Development Director, Kristina Wright, would begin on Monday, November 4, 2019.
- The new City Manager, Stefen Wynn, would notify his Town Council Tuesday, October 23, 2019, at their meeting.

**Police Chief
Report**

Chief of Police Richard Pike reported:

- Movies with the Mayor scheduled for October 19, 2019 has been rescheduled for November 23, 2019.
- The Beaches Town Center Fall Festival scheduled for October 19, 2019, has been rescheduled for October 30, 2019.
- The Sea & Sky Air Show is scheduled for October 26 and 27, 2019. Cookies with a Cop is scheduled for November 9, 2019, at Jarboe Park.
- The Donna Run planning is well underway.
- The Police Department is proceeding with the hiring process for two new officers beginning November 2, 2019.

COMMITTEE REPORTS

- Land Use and Parks Committee Chairman Messinger reported that his committee met on two days, October 10 and October 17, 2019, and discussed Jarboe Park, the Neptune Beach Tree Mitigation and Policy Update, Stormwater Improvements, and the Proposed Lighting Ordinance Amendments.
- Strategic Planning & Visioning- Transportation/ Public Safety Committee Chairman Jones reported that the Strategic Planning and Visioning Committee met on Wednesday, October 10, 2019, and focused on the Dover, Kohl contract for the Comprehensive Plan and Land Development Code revision. The Transportation and Public Safety Committee also met on October 10, 2019, and discussed the Complete Streets CIP which includes a heat map that showcases where crashes have occurred in the last ten years which would allow location for priority improvements.
- Finance/Boards/ Charter Review Committee Chairman Wiley reported his committee met on Wednesday, October 9, 2019 and discussed the Florida Boulevard/5th Street project. The Committee also discussed a drainage project in Atlantic Beach and how it might impact Neptune Beach, grant updates and the Waste Pro rate increase notification.

Councilor Chin commented that due to the parking program being in place, there were people parking on First Street. He questioned how an enforcement mechanism would make sure those were residents. Mr. Smith stated he would communicate with the parking manager. There would be signs installed notifying residents where to park as well as newspaper and website notification.

City Attorney Zachary Roth informed the Council that in the Code of Ordinances, it refers to Code Section 2-276, which has been removed. He advised he had drafted an ordinance to correct the reference to be Section 2-446 for clarification.

PUBLIC COMMENTS

- Public Comment Dr. Erick Aguilar, Republican Candidate, U.S. House of Representatives, 4th District, introduced himself and added he was observing the different local governments in the district.

PROPOSED ORDINANCES

- Proposed Moratorium on R-4 Zoning District Lot Splitting Proposed Ordinance No. 2019-, An Ordinance of the City Of Neptune Beach, Florida, Enacting A Temporary Moratorium To Prohibit The Acceptance or Processing of any Application for a Development Order or Any Other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Plat or Replat in the R-4 Zoning District as set forth in Chapter 27, Unified Land Development Regulations, Division 3, Section 27-101 through 27-102, Platting Requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, Minor Replat Requirements, and 27-110 Temporary Moratorium; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.

Councilor Messinger state that he and Councilor Chin were sponsoring this legislation. He added that the concern is there were a significant number of lot splits occurring, primarily in the R-4 Zoning District. The concerns are permeability of the lots, protection of the trees, parking requirements and general loss of character. Most lots are being bought by spec developers who are trying to maximize their return. In that process, there are consistently matching homes being built.

Councilor Messinger advised that this legislation halts an increase of plats. If the property is already platted as two lots with one house, the property owner has the right to utilize those two lots.

Councilor Chin agreed with Councilor Messinger and emphasized the importance of this moratorium during the Land Development Code (LDC) rewrite, especially with the threat of sea level rise and that the City is trying to update and repair the stormwater system. The stormwater system is inadequate to increasing density in the residential neighborhoods. This would give a chance to look at the mitigation methods from Dover, Kohl. He reminded everyone that the 40-foot width lot was meant to address some specific nonconformities. The original intent was not to create more lot splits by purchasing adjacent lots and dividing it up. That was an unforeseen circumstance and he looks forward to Council moving forward with this legislation.

Councilor Wiley commented that the issue of going from 40-foot lot widths to 50-foot lot width has come up before. He stated there were a lot of scenarios that could come into play. He remarked that this goes back to density and if the overall goal is to go from 40-foot lots to 50-foot lots, then address that issue.

Mr. Roth explained that the moratorium is temporary and changing the lot width would be permanent. Changing the lot width would expose the City to a claim and a moratorium would provide protection. With such a comprehensive rewrite coming up, the thought process is that there may be other items beyond lot width that come into play. Rather than doing one isolated change, it could be built into the other changes at one time and make this a temporary item.

Councilor Wiley stated that the City is looking at a one-year moratorium with the ability to extend it. He added that is unfair to someone to wait to be able to do something with their property. He said that there are other items that need to be considered regarding this.

Vice Mayor Jones remarked that a large portion of what the Council does is tied to the Land Development Code and Comprehensive Plan. The mechanics of Chapter 27 largely form the basis for decision making. He stated that the Code is antiquated, and it is time to deal with some of the issues.

Councilor Messinger stated that the intent of this legislation is how to protect the quality of life in Neptune Beach.

Vice Mayor Jones commented that the size of the lot relative to the block size influences the scale of the massing and the floor area ratio which in turn determines how the architectural diversity happens. He added that this is an opportunity to look at this entire district.

BY A HAND VOTE OF 3-1, THE PROPOSED ORDINANCE WAS MOVED FORWARD FOR FIRST READ ON NOVEMBER 4, 2019.

Proposed
Lighting
Ordinance
Amendments

Proposed Ordinance No. 2019-, An Ordinance of the City of Neptune Beach, Florida Amending Chapter 28, Nuisances, Amended Article III, Nuisance Lighting, Sections 28-11- 28-15; and Providing an Effective Date.

Mr. Roth explained that the intent to make it clearer with the addition of definitions in order for someone to determine if that need to make changes and what those changes would be. He confirmed Councilor Chin's comment that compliance can be met by shielding and not removing the lights.

Councilor Wiley questioned if the City is still in litigation regarding the previous lighting ordinance and is the City amending the ordinance.

Mr. Roth confirmed that the City is still in litigation for the previous lighting ordinance and he is working with the attorney in that litigation on this ordinance. It addresses the concerns expressed in that litigation. The added language clarifies what is existing rather than adding new restrictions. Mr. Roth stated it would not bring in new properties. It is going to clarify to properties already not in compliance what they need to do to become compliant.

BY A HAND VOTE OF 3-1, THE PROPOSED ORDINANCE WAS MOVED FORWARD FOR FIRST READ ON NOVEMBER 4, 2019.

CONTRACTS / AGREEMENTS

Agreement with
Dover, Kohl &
Partners for
Comp Plan &
LDC Revision

Agreement for Professional Services for the Comprehensive Plan and Land Development Code Revision with Dover, Kohl & Partners. Mr. Roth walked Council through his changes. He reviewed some of the legal language including the terms, reimbursable expenses, the terms for Phase 3 and termination

Vice Mayor Jones remarked that with the three phases there is a robust visioning exercise to make sure we are getting everything we can out of that and maximize citizen participation. With the new Community Development Director(CDD) on board, the Comprehensive Plan, which is a set of goals, objectives and policies can be done in-house with the guidance of Dover, Kohl. Phase 3 would be based on the direction of the visioning and Comp Plan. He added that it is going to be a very effective and valuable tool and looks at it as an investment.

Mr. Roth added that he would include there could be an adjustment to the price based on the ability to do some of the tasks in-house.

Councilor Chin commented that he hoped the new CDD can help with some of the tasks to soften the cost that actually increased and he questioned that increase.

Vice Mayor Jones answered that this is the cost of doing business and the City of Neptune Beach has never done anything like this project. This price is for a vision document, an updated Comp Plan and an entire Land Development Code rewrite and this is the market rate.

Councilor Messinger stated he had concerns with the number, however, it makes it possible to partner with FDOT if the City has a plan in place with community buy-in. He added that this is a prudent investment especially with the new CDD working with the Dover, Kohl team to create a consistent work product. It is a little more than we thought, but the City is getting more than what was originally scoped out and when we look back it will be money well spent and be glad this decision was made.

Councilor Wiley commented that this is a big project and stated that \$450,000 over two years is a lot of money for a 2.5-square mile City. It was done through an RFQ process and there was no idea how much the other firms would have charged. He can't sit there and say that the amount of money sounds good. He questioned if the price is competitive.

Vice Mayor Jones stated that these were technical proposals and not bid packages and did not make a cost a basis for the decision. He added that it adds up to if the citizens of Neptune Beach deserve state of the art information that can be used as a basis for decision making.

Councilor Messinger stated that there was sticker shock and reiterated that FDOT will not fund any project not born out of the community. There is a level of risk with all investments. This is a plan that will make the City more business-friendly and will allow the residents to say this is what our town wants to look like. Dover, Kohl was selected based on all the parameters that would best articulate Neptune Beach's vision.

Mr. Roth stated he would make the changes and present the final contract.

Councilor Chin commented there is no denying there is sticker shock, however, it is an investment for the City's future. This will take care of Code and Comp Plan rewrites in the future.

BY A HAND VOTE OF 3-1, THE CONTRACT WITH THE CITY ATTORNEY'S CHANGES BE FORWARDED TO THE NOVEMBER 4, 2019 AGENDA.

ISSUE DEVELOPMENT

Res. No. 2019-11, CDB Reappointment

Resolution No. 2019-11, Community Development Board Reappointment. This resolution reappoints Lauren McPhaul to a second one-year term as an alternate on the Community Development Board.

CONSENSUS:

MOVE FORWARD TO THE NOVEMBER 4, 2019 CONSENT AGENDA

COUNCIL COMMENTS

Councilor Messinger stated he would sponsor the ordinance to make the Code section correction and it was moved forward to the November 4, 2019 agenda for first read.

Adjournment

There being no further business, the workshop meeting adjourned at 7:53 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved: _____



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

AGENDA ITEM: Resolution No. 2019-11, A Resoution Appointing Member to the Community Development Board (CDB)

SUBMITTED BY: Catherine Ponson, City Clerk/HR Generalist

DATE: October 29, 2019

BACKGROUND: Lauren McPhaul was appointed for her first term as an alternate on the Community Development Board on November 5, 2018. Each alternate member shall be appointed for not more than one-year terms and may be reappointed for a total term limit of three (3) consecutive one-year terms.

This was forwarded to the consent agenda at the October 21, 2019 Council workshop.

BUDGET: N/A

RECOMMENDATION: Adopt Resolution No. 2019-11, Reappointment of CDB Alternate member Lauren McPhaul

ATTACHMENT: 1. Resolution 2019-11 ,CDB, McPhaul



RESOLUTION NO. 2019-11

**A RESOLUTION APPOINTING MEMBER TO THE COMMUNITY
DEVELOPMENT BOARD (CDB)**

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following CDB members:

COMMUNITY DEVELOPMENT BOARD

Member	Type	Term	Begins	Ends
Lauren McPhaul	Appoint Alternate	2 nd 1 year	11/6/2019	11/6/2020

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 4th day of November, 2019.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



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

AGENDA ITEM: Ordinance No. 2019-10, Chapter 27, Article III, Division 3, Sections 27-101-27-102; Division 4, Sections 27-105-27-109 and Sections 27-110, First Reading and Public Hearing, An Ordinance of the City Of Neptune Beach, Florida, Enacting A Temporary Moratorium To Prohibit The Acceptance or Processing of any Application for a Development Order or Any Other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Plat or Replat in the R-4 Zoning District as set forth in Chapter 27, Unified Land Development Regulations, Division 3, Sections 27-101 through 27-102, Platting Requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, Minor Replat Requirements, and 27-110 Temporary Moratorium; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.

SUBMITTED BY: Councilors Kerry Chin and Josh Messinger

DATE: October 29, 2019

BACKGROUND: The proposed lot splitting moratorium was discussed at the October 10, 2019, Land Use & Parks Committee meeting. Councilors Kerry Chin and Josh Messinger and Vice Mayor Fred Jones recommended moving it forward to the Community Development Board and then to the October 21, 2019, Council workshop. The ordinance proposes a moratorium on the platting or replatting of any lots in the R-4 Zoning Districts during the revision of the Comprehensive Plan and Land Development Code.

The Community Development Board discussed the proposed ordinance on October 9, 2019. Those minutes are attached.

The proposed ordinance was approved by the Community Development

Board by a 5-1 vote.

Council moved the proposed ordinance to the November 4, 2019 agenda for first read at the October 21, 2019 workshop by a 3-1 hand vote.

BUDGET: N/A

RECOMMENDATION: Consider the proposed lighting ordinance amendments

ATTACHMENT: 1. Ordinance - R-4 Lot Split Moratorium (00786985-7x9CBC3)

SPONSORED BY:

**COUNCILORS CHIN &
MESSINGER**



ORDINANCE NO. 2019-10

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ENACTING A TEMPORARY MORATORIUM TO PROHIBIT THE ACCEPTANCE OR PROCESSING OF ANY APPLICATION FOR A DEVELOPMENT ORDER OR ANY OTHER OFFICIAL ACTION OF THE CITY HAVING THE EFFECT OF PERMITTING OR ALLOWING FOR THE APPLICATION OF A PLAT OR REPLAT IN THE R-4 ZONING DISTRICT AS SET FORTH IN CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, DIVISION 3 SECTION 27-101 THROUGH 27-102, PLATTING REQUIREMENTS CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, DIVISION 4 SECTION 27-105 THROUGH 27-109, MINOR REPLAT REQUIREMENTS, AND 27-110 TEMPORARY MORATORIUM; PROVIDING FOR A TEMPORARY MORATORIUM TERM TO BE EXTENDED IF NECESSARY BY THE CITY COUNCIL; PROVIDING FOR EARLY TERMINATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations and land use plans to ensure their health, safety and welfare; and

WHEREAS, to protect the public health, safety and welfare of its citizens, the City of Neptune Beach wants to review and discuss the platting and minor replat code regulations; and

WHEREAS, the City Council has noted the significant number of requested plats and replats of properties in the R-4 zoning district as established by Section 27-221 resulting in an increase in the number of lots in such district, as well as the significant number of potential future requests, and the potential effects of these activities on the unique character and environment of Neptune Beach and the R-4 zoning district, in particular, including but not limited to those effects caused by the impacts of high-tide

events, storm surge, flash floods, stormwater runoff, and sea-level rise as recognized by the Florida Legislature in sec. 163.3178, Fla. Stat.; and

WHEREAS, the City Council determines that additional time is required to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances or comprehensive plan regarding platting and replatting of lots in the R-4 zoning district; and

WHEREAS, a temporary moratorium on the processing of applications for, and the issuance of approvals or any other official action of the City of Neptune Beach permitting or having the effect of allowing platting or replatting of lots in the R-4 zoning district will allow time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances or comprehensive plan; and

WHEREAS, proper notice has been given of the public hearings of this proposed ordinance and of the public hearings in the City Council Chambers; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida and that it advances a significant and important governmental interest;

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

ARTICLE III. – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES

Sec. 27-110.

(a) Purpose.

(1) The purpose of this ordinance is to enable the City of Neptune Beach sufficient time to review, hold public hearings and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances or comprehensive plan, relating to platting and replatting of lots which result in an increase in the number of lots on the platted or replatted property in the R-4 zoning district. The City will not accept any application or issue any approvals for land development or other approval authorizing the platting or replatting of any lots in the R-4 zoning district, except as provided in this ordinance, or as may otherwise be required by applicable law.

(2) It is further the purpose of this Ordinance to fulfill the City's constitutional charge and statutory obligations to protect and preserve the public health, safety and welfare of the citizens of the City of Neptune Beach, regarding platting and replatting regulations pertaining to the R-4 zoning district; and thus defer official government action until the City of Neptune Beach has properly held public hearings and adopted amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances or comprehensive plan, as necessary.

(b) Imposition of Temporary Moratorium.

No application for approval of development or any other official action of the City having the effect of permitting or allowing the platting or replatting of lots within the R-4 zoning district may be accepted or processed or approved by the City, except as may be required by applicable law or as provided below. To the extent such an application is submitted, the City staff is authorized to take action to deny such application during the term of this moratorium. Notwithstanding the preceding, this moratorium shall not apply to applications for platting or replatting of lots within the R-4 zoning district that do not result in an increase in the total number of lots on the property subject to the application and, instead, are submitted for purposes of reorientation of lots or other similar changes that result in the same or less total lots on the property subject to the application as prior to the requested change, so long as such application otherwise complies with all other requirements of the Code.

(c) Term.

The moratorium imposed by this ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve in three hundred and sixty-five (365) days from the effective date of this ordinance, unless extended in accordance with applicable law. This moratorium may be reasonably extended, if necessary, by ordinance of the City Council.

(d) Early Termination.

The moratorium imposed by this ordinance may terminate prior to its term upon the passage of an ordinance regulating, permitting, or allowing the platting or replatting of lots in the R-4 zoning district provided:

- (1) Specific language terminating the moratorium is contained within said enacted ordinance; or by
- (2) Passage of another ordinance providing for termination by the City Council.

(e) Repeal of Laws in Conflict.

All local laws and ordinances in conflict with any provision of this ordinance are hereby repealed to the extent of any conflict.

(f) Effective Date.

This ordinance shall take effect immediately upon passage after second reading/public hearing.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor 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:

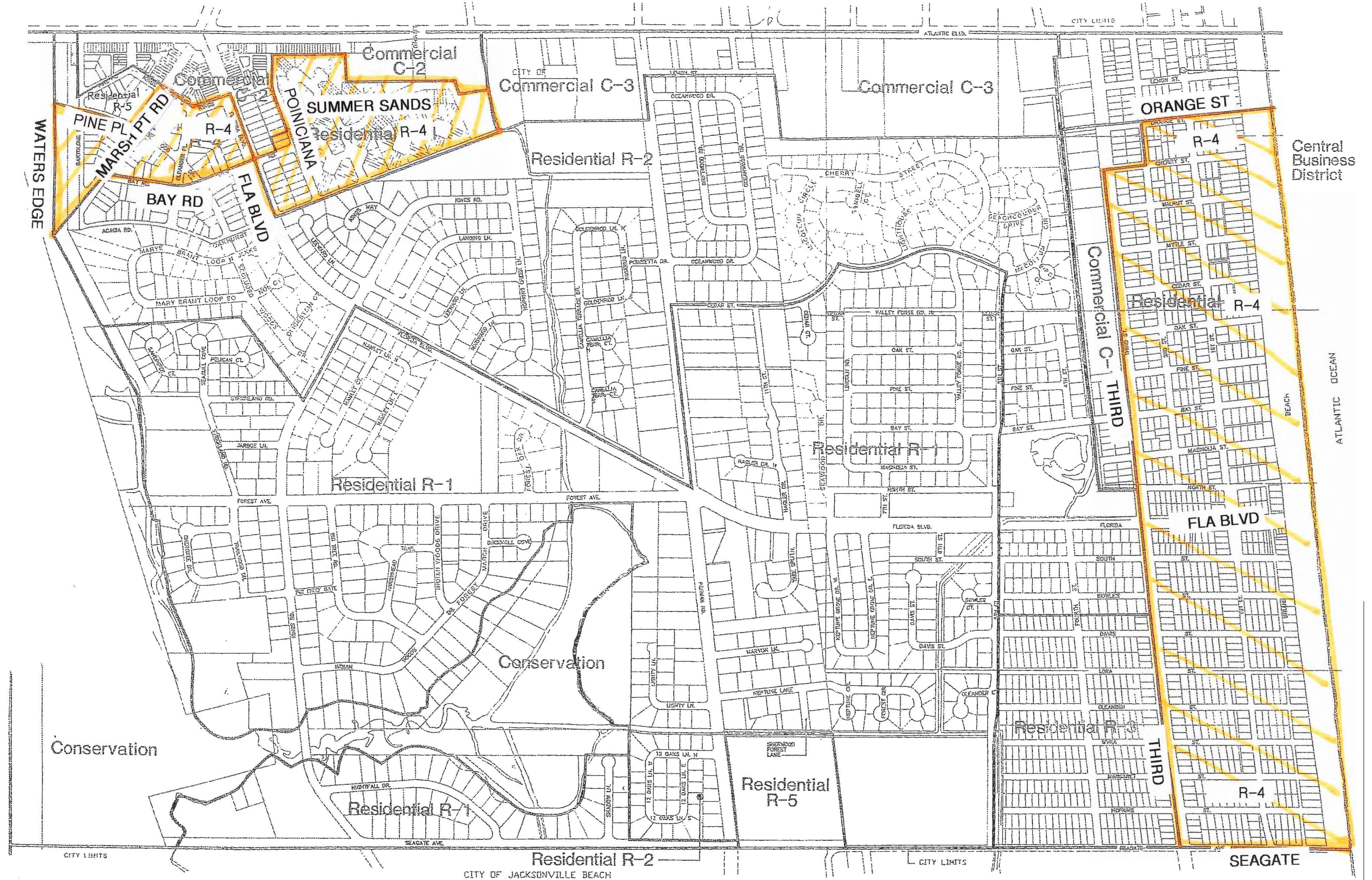
Catherine Ponson, City Clerk

Approved as to form and contents

Zachary Roth, City Attorney

R-4 Zoning District

ATLANTIC BEACH





**MINUTES
COMMUNITY DEVELOPMENT BOARD
OCTOBER 9, 2019 AT 6:00 P.M.
COUNCIL CHAMBERS
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held October 9, 2019 at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:
Christopher Goodin, Chair
Ryan Dill, Vice-chair
Bob Frosio, Member
Diana Kelly, Member
Nia Livingston, Member
Jeremy Randolph, Alternate Member

The following staff members were present:
Zachary Roth, City Attorney
Piper Turner, Code Compliance Supervisor

Call to Order/Roll Call

Chair Goodin called the meeting to order at 6:00 p.m.

Minutes

Made by Livingston, seconded by Kelly.

MOTION: TO APPROVE THE SEPTEMBER 11, 2019 MINUTES AS SUBMITTED.

Roll Call Vote:

Ayes: 6-Kelly, Frosio, Livingston, Randolph, Dill, Goodin

Noes: 0

MOTION CARRIED

Proposed Ordinance
Temporary
Moratorium replats in
the R-4 Zoning District

An ordinance of the City of Neptune Beach, Florida, enacting a temporary moratorium to prohibit the acceptance or processing of any application for a development order or any other official action of the City having the effect of permitting or allowing for the application of a plat or replat in the R-4 zoning district as set forth in Chapter 27, Unified Land Development Regulations, Division 3 Section 27-101 through 27-102, platting requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, minor replat requirements, and 27-110 temporary moratorium; providing for a temporary moratorium term to be extended if necessary by the

City Council; providing for early termination; providing for conflicts; providing for severability; providing an effective date.

City Attorney explained that City Council had been talking about different options to protect the charge area. The moratorium is temporary while the City is trying to rewrite the Land Development Code. The moratorium effects only the R-4 zoning district. The moratorium will give Council time to address issues with storm water and sea-level rise. The moratorium will not affect the reorientation of lots. An example would be two lots that are plated north/south, and the request is to have them face east/west. This ordinance would allow that provide there is no increase in the total number of lots that were there prior to the request.

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

Board discussion and comments:

Ms. Kelly stated the R-4 zoning allows for density of 10 living units per acre. She had spoken with Beaches Energy and their reports show there are 1132 residential electric meters east of Third Street and 93 commercial electric meters. There are approximately 125 acres of land east of Third Street.

Made by Kelly, seconded by Randolph.

MOTION: TO APPROVE THE TEMPORARY MORATORIUM FOR THE R-4 ZONING DISTRICT WAS WRITTEN.

Roll Call Vote:

Ayes: 5-Kelly, Randolph, Livingston, Dill, Goodin

Noes: 1-Frosio

MOTION APPROVED.

Board
Procedures

Adoption of Board Procedures as required by Section 27-40. The code requires the Board to adopt procedures. The City Attorney will be scheduling board training sessions in the near future. Copy of procedures are attached to the October 9, 2019 minutes.

Made by Livingston, seconded by Kelly.

MOTION: ADOPTION OF BOARD'S PROCEDURES AS WRITTEN.

Roll Call Vote:

Ayes: 5-Kelly, Randolph, Livingston, Dill, Goodin

Abstain: 1-Frosio

Adjournment

The next board meeting will be November 13, 2019 at 6:00 pm. There being no further business, the meeting adjourned at 6 :35 p.m.

Chairperson Christopher Goodin



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

AGENDA ITEM: Ordinance No. 2019-11, Chapter 28, Nuisances, Article III, Sections 28-11-28-15, First Reading and Public Hearing, An Ordinance of the City Of Neptune Beach, Florida, Amending Chapter 28, Nuisances, Amending Article III, Nuisance Lighting, Sections 28-11- 28-15; and Providing an Effective Date.

SUBMITTED BY: Councilor Josh Messinger

DATE: October 29, 2019

BACKGROUND: Ordinance No. 2019-02, adding Nuisance Lighting Regulations, was adopted on April 1, 2019. Amendments to that ordinance were discussed at the October 17, 2019, Land Use & Parks Committee Meeting. It was recommended to move the amendments in ordinance form to the October 21, 2019 Council Workshop for forwarding to the November 4, 2019 Regular Council Meeting.

At the October 21, 2019, Council workshop, it was moved forward by a 3-1 hand vote.

BUDGET: N/A

RECOMMENDATION: Consider the proposed lighting ordinance amendments

ATTACHMENT: 1. Proposed Lighting Ordinance Changes (00783711x9CBC3) (2)

SPONSORED BY:

COUNCILOR MESSINGER



ORDINANCE NO. 2019-11

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING CHAPTER 28, NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF NEPTUNE BEACH, FLORIDA BY AMENDING A NEW ARTICLE III, NUISANCE LIGHTING, SECTIONS 28-11—28-15; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council of the City of Neptune Beach, Florida has determined that it is necessary to amend the following:

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

Section 1. Chapter 28, Article III, Sections 28-11—28-15, of the Code of Ordinances of the City of Neptune Beach is hereby amended as follows:

ARTICLE III. NUISANCE LIGHTING

Sec. 28-11. Purpose, ~~and~~ intent, and definitions.

(a) The City of Neptune Beach recognizes that man-made lighting can have a negative impact on the environment and citizens' right to enjoy their property. Lighting should not unnecessarily illuminate or substantially interfere with the use or enjoyment of any other adjoining lot. Lighting and lighting fixtures shall be integrated into the surrounding landscape and designed to enhance the visual impact of the project on the community.

(b) Full Cutoff means a shielded light fixture that emits no light above a horizontal plane touching the lowest part of the fixture.

(c) Glare means light emitting from a luminaire that interferes with visibility.

(d) Light pollution means any adverse effect of man-made light.

(e) Light trespass means light emitted by a lighting installation that falls outside the boundaries of the property on which the installation is sited.

(f) Luminaire means a complete lighting system, including a lamp or lamps

together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

(g) *Shielded Fixture.* Outdoor light fixtures shielded or constructed so that light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, i.e. "shoebox-type" fixtures. A luminaire mounted in a recessed fashion under a canopy of other structure such that the surrounding structure effectively shields the light in the same manner is also considered fully shielded for the purposes of this ordinance.

Sec. 28-12. ~~Light trespass and glare~~ Requirements and prohibitions.

(a) *Trespass and glare.* Any development shall not create light trespass. Directional luminaires such as floodlights, spotlights, sign lights and area lights associated with development, shall be installed and directed to illuminate only the area intended, with no direct lighting of neighboring properties. Lighting shall also be directed in such a way that it does not create safety concerns on roadways. Building facade and decorative lighting, sports lighting and other applications using floodlights shall have glare shielding (external or internal shields) to prevent light trespass and light pollution on neighboring properties. All lighting shall be designed to prevent nuisance illumination or glare to any adjacent property or unreasonable interference with the lawful use and enjoyment of any adjacent property.

(b) *Exterior lighting.* Lighting which is provided for the security of exterior areas or for a permitted outdoor use of land shall be wall-mounted with full cut-off fixtures. All light fixtures shall have bulbs that are fully recessed within the fixture and may not emit light above horizontal plane, except for low voltage landscape lights

(c) *Height.* The maximum height of light fixtures, except as otherwise regulated by this section, shall not exceed 30 feet.

(d) *Light pollution.* All building lighting for security or aesthetics will be fully cut-off type, not allowing any upward distribution of light.

(e) *Municipal or government owned street and roadway lighting* is exempt from these regulations.

Sec. 28-13. Violation constitutes nuisance; abatement.

Any light trespass or glare which is constructed, erected, operated, used, maintained, posted or displayed in violation of this Code is hereby declared to be a nuisance and shall be abated and removed within 30 days' receipt of written notice.

Sec. 28-14. Nonconforming lighting.

Existing lighting which creates light trespass to any adjacent property shall be

~~adjusted by the addition of all shielded fixtures or other means necessary to prevent light trespass. All other existing~~ Lighting fixtures in operation as of the effective date of this ordinance, shall be considered permitted non-conforming lighting and are not required to be removed or replaced. ~~provided the existing lighting does not create light trespass to any adjacent property or unreasonably interfere with the lawful use and enjoyment of any adjacent property as outlined in this ordinance.~~ Replacement and new lighting are not considered permitted non-conforming and must come into compliance with this article.

Sec. 28-15. Penalties.

Any person or persons, firm or corporation, or any agent thereof who violates any of the provisions of this section may upon conviction be guilty of a noncriminal violation punishable as provided for under F.S. Chapter 162, or by appearance before a county judge if a citation is issued by a police officer, code enforcement officer, animal control officer or others acting at the direction of the city manager. The department of public safety and all officers under its supervision may issue a citation for a civil penalty. A surcharge equal to all administrative costs, including, but not limited to any filing fees required by the clerk of court for the filing of civil citations by the City of Neptune Beach shall be assessed and collected from the defendant upon each civil penalty imposed for violation of this section. For violations of this article, the civil penalty shall be assessed and paid in the following amounts:

First offense Warning issued and 30 days to come into compliance

Second offense\$100.00

Third and any subsequent offense \$500.00

A defendant may pay the civil penalty as specified above, in lieu of appearing in county court. A defendant may exercise this option by paying the specified fine at the public safety building within ten (10) days of their violation. If the civil penalty is not paid by such time, the city shall proceed to enforce such violation as otherwise provided by law.

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

Approved as to form and contents

Zachary Roth, City Attorney



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

AGENDA ITEM: Ordinance No. 2019-12, Chapter 2, Administration, Article VII, Division 2, Section 2-440, First Reading and Public Hearing, An Ordinance of the City of Neptune Beach, Florida Amending Chapter 2, Administration, Amending Article VII, Boards and Commissions, Division 2, Code Enforcement Board, Section 2-440; and Providing an Effective Date.

SUBMITTED BY: Councilor Josh Messinger

DATE: October 29, 2019

BACKGROUND: City of Neptune Beach Code of Ordinances Section 2-440 regarding enforcement procedures, references Section 2-276, which as been deleted. This ordinance corrects that by referencing Section 2-446, the correct section.

This was moved forward from the October 21, 2019 Council workshop.

BUDGET: N/A

RECOMMENDATION: Approve Ordinance No. 2019-12, correcting a Code Section 2-276 to 2-446 on first read.

ATTACHMENT: 1. Ordinance No. 2019-12

SPONSORED BY:

COUNCILOR MESSINGER



ORDINANCE NO. 2019-12

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, AMENDING ARTICLE VII, BOARDS AND COMMISSIONS, DIVISION 2, CODE ENFORCEMENT BOARD, SECTION 2-440; 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 2, Article VII, Division 2, Section 2-440 to clarify the notice requirements of such section;

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

Chapter 2, Article VII, Division 2, Section 2-440, of the Code of Ordinances of the City of Neptune Beach is hereby amended as follows:

Sec. 2-440. - Enforcement procedure.

(a) It shall be the duty of the city manager or his designee to serve as the code enforcement officer and to initiate enforcement proceedings of the various codes; however, neither the special magistrate, nor any member of a board shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c), if a violation of the codes is found, the code enforcement officer shall notify the violator and give him a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code enforcement officer shall notify the special magistrate or the enforcement board and request a hearing. The special magistrate or code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in section ~~2-276~~ 2-446 to the violator. At the option of the special magistrate or code enforcement board, notice may additionally be served by publication or posting as provided in section ~~2-276~~ 2-446. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code enforcement officer, the case may be presented to the special magistrate or code enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(c) If the code enforcement officer has reason to believe a violation presents a serious threat to the public health, safety and welfare or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate or code enforcement board and request a hearing.

(d) If a repeat violation is found, the code enforcement officer shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The city manager or his designee, upon notifying the violator of the repeat violation, shall notify the special magistrate or code enforcement board and request a hearing. The special magistrate or code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice, pursuant to section ~~2-276~~ 2-446, to the violator.

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 _____, 20____.

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 _____, 20____.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents

Zachary Roth, City Attorney



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

AGENDA ITEM: Approval of Mediated Settlement Agreement in the Section 70.51, Florida Statutes, Proceeding by Leigh B. Broward Regarding the Denial of Minor Replat Application, CDB 19-05, for 1229 Forest Oaks Drive

SUBMITTED BY: Leigh B. Broward, 1229 Forest Oaks Drive

DATE: October 29, 2019

BACKGROUND: On May 6, 2019, the City Council denied an application for replat located at 1229 Forest Oaks Drive owned by Mr. Leigh B. Broward.

Mr. Broward sought statutory demand for assignment of, and referral to, Special Magistrate pursuant to Florida Statutes Section 70.51. A hearing was held on October 8, 2019.

A mediated settlement agreement and a revised minor replat are attached for Council review.

BUDGET: N/A

RECOMMENDATION: Consider the mediated settlement agreement and the revised minor replat.

ATTACHMENT: 1. Mediated Settlement Agreement (10 23 19) (00798464x9CBC3) (2)

Mediated Settlement Agreement
In the Section 70.51, Florida Statutes, Proceeding by Leigh B. Broward
On the City Council of Neptune Beach, Florida's Denial of Minor Replat
Application, CDB 19-05, for 1229 Forest Oakes Drive on May 6, 2019

Pursuant to Section 70.51, Florida Statutes, a hearing was held on the mediation portion of this proceeding on October 8, 2019, at the City Council Chambers of Neptune Beach, Florida, after due notice to the parties, owners of contiguous properties, and all substantially affected parties.

The following persons attended the hearing: Leigh B. Broward, Sidney F. Ansbacher, Esq., and David Bryan, on behalf of the petitioner, and Leon Smith, acting City Manager, Piper Turner, Code Compliance Supervisor, Zachary Roth, Esq., City Attorney, and Terrell K. Arline, Esq., Special Counsel to the City, on behalf of the City. City Councilman Scott Wiley was also present for a portion of the hearing.

No contiguous landowners or other members of the public attended the hearing.

This proceeding addressed a lot split, which the City processes as a minor replat. The petitioner presented a draft revised minor replat ("revised minor replat") designed to meet the objections to the original, proposed minor replat submitted to the Community Development Board and the City Council. The revised minor replat essentially flipped the two lots shown on the original proposed minor replat so that the northerly lot ("Lot A") was less likely to overlook or intrude upon the residential properties to the north of the Broward property. The revised minor replat identifies the maximum buildable area for each lot, and the applicable setbacks required by the land development code.

The parties held an open discussion on what additional restrictions might be imposed on Lot B to minimize the intrusive effect on the immediate neighbor to the south from the second floor of a house to be built in the future on Lot B.

Subject to City Council approval, the parties reached agreement on (i) a drawing depicting the agreed revised minor replat, and (ii) conditions which could be placed on an approval of the minor replat application to eliminate or at least minimize the concerns raised at the Community Development Board and City Council meetings by City officials and members of the public. A copy of the revised minor replat is attached as Exhibit A, and a copy of the conditions is attached as Exhibit B.

After due notice to the public and property owners within 300 feet of the Broward property, this agreement will be submitted to the City Council for approval at the earliest possible date.

If approved by City Council, petitioner Broward will prepare and submit to the City for approval by the Mayor and recordation in the public records a minor replat consistent with the Sec. 27-107 of the land development code, the attached revised minor replat,

and containing the attached conditions on the replat in accordance with Chapter 27, Article II, Division 4 of the City Code

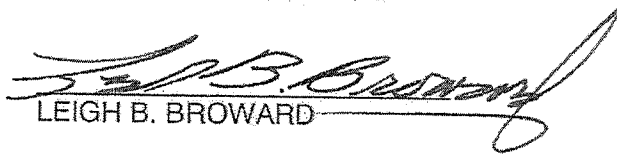
Counsel and Special Counsel for the City believe this agreement is in the best interest of the City and will recommend its approval to the City Council. All parties agree to bear their own costs and attorney fees.

The Special Magistrate also believes this agreement represents a fair resolution of the parties' respective interests consistent with Section 70.51(17)(a), Florida Statutes, and recommends its approval to the City Council.

Leigh B. Broward, his successors and assigns, agree to fully release the City from any and all claims involving the original and modified minor replat if the City Council approves this agreement and approves the revised minor replat described in this agreement.

This agreement may be signed in counterparts transmitted to the Special Magistrate by e-mail at tes@bledsoejacobson.com.

Dated: _____, 2019


LEIGH B. BROWARD

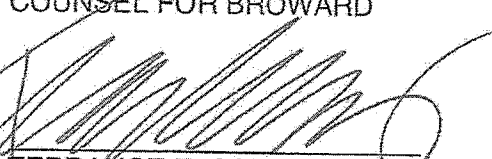
CITY OF NEPTUNE BEACH, FLORIDA

By _____

Its _____


SIDNEY F. ANSBACHER, ESQ.
COUNSEL FOR BROWARD

ZACHARY ROTH, ESQ.
CITY COUNSEL

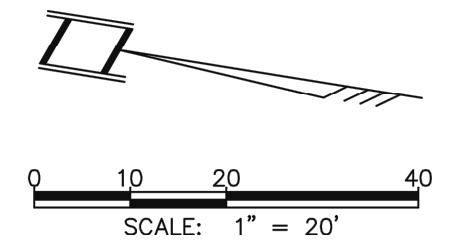

TERRANCE E. SCHMIDT, ESQ.
SPECIAL MAGISTRATE

TERRELL K. ARLINE, ESQ.
SPECIAL COUNSEL TO THE CITY

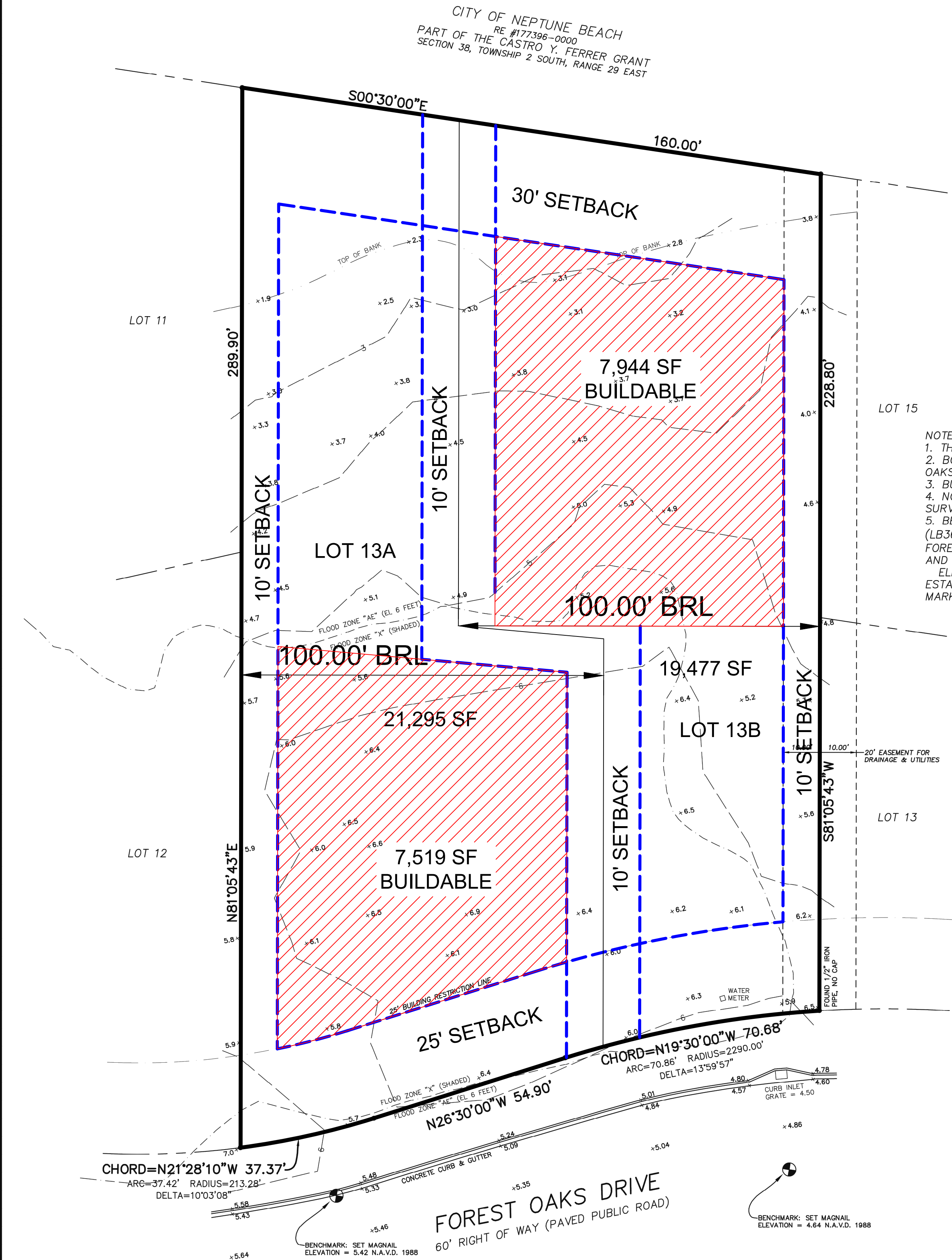
MAP SHOWING SURVEY OF

LOT 13, EXCEPT FOR THE NORTHERLY HALF OF LOT 13, FOREST OAKS AS RECORDED IN PLAT BOOK 40,
PAGES 97 AND 97A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

CITY OF NEPTUNE BEACH
RE #177396-0000
PART OF THE CASTRO Y. FERRER GRANT
SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST



- NOTES:
1. THIS IS A TOPOGRAPHIC SURVEY.
 2. BOUNDARY DATA AS PER THE PLAT OF FOREST OAKS.
 3. BUILDING RESTRICTION LINE AS PER PLAT.
 4. NO IMPROVEMENTS LOCATED OR SHOWN ON THIS SURVEY.
 5. BENCH MARK USED IS A MAGNAIL & DISK (LB3672) IN THE SOUTH EDGE OF PAVEMENT OF FOREST AVENUE BETWEEN RESIDENCE No.'s 1423 AND 1431.
- ELEVATION = 5.64 N.A.V.D 1988 DATUM,
ESTABLISHED BY GPS OBSERVATIONS. SET BENCH MARK AS SHOWN HEREON.



THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X"—SHADED (AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND FLOOD ZONE "AE" (EL 6 FEET) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP NUMBER 12031C0480J REVISED NOVEMBER 02, 2018 FOR DUVAL COUNTY, FLORIDA.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

DONN W. BOATWRIGHT, P.S.M.
FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

The following shall be placed on the property as a condition to approval of CDB 19-05 and incorporated into the plat:

1. Any development of either Lot 13A or Lot 13B shall comply with all setbacks and other requirements of the Code and shall be located on the identified buildable areas.
2. Any development on Lot 13B shall be restricted as follows:
 - a. No balconies shall be located on the second floor of the south side of any building.
 - b. No sliding glass doors shall be located on the second floor of the south side of any building.
 - c. The total number of windows located on the second floor of the south side of any building shall be the minimum number required to comply with the codes incorporated in Sec. 10-1 of the Code.
 - d. The size of windows located on the second floor of the south side of any building shall be no greater than ten percent (10%) larger than the minimum required to comply with the codes incorporated in Sec. 10-1 of the Code.
 - e. The garage shall be located on the south side of any building, with no portion of the home extending further south than the southern extreme of the garage.
3. Existing trees with trunks located in the existing setbacks shall be preserved.
4. All existing structures shall be demolished prior to recording of the plat.
5. Any development on Lots 13A and 13B shall be of an architectural variety such that the same or aesthetically-substantially similar structures are not constructed on the lots.



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

AGENDA ITEM: Pete's Bar Thanksgiving Day Event - November 28, 2019

SUBMITTED BY: John Whittingslow, Pete's Bar

DATE: October 29, 2019

BACKGROUND: Pete's Bar Thanksgiving Day Event has been held for over 30 years. The event requires Council approval.

BUDGET: N/A

RECOMMENDATION: Consider approval of the Annual Pete's Bar Thanksgiving Day Event to be held on Thursday, November 28, 2019.

ATTACHMENT: 1. Pete's Bar

October 4, 2019

RE: Request Approval for Thanksgiving Day Gathering Neptune Beach, Florida

TO: City of Neptune Beach

Pete's, Sliders, Island Girl and Southern Grounds will once again accommodate the Thanksgiving Day Gathering November 28, 2019, from 9:00AM until 1:00PM. Any other establishments are welcome to participate. Each participating establishment will follow the 24 guidelines set forth in Andrew Hyatt's letter dated November 6, 2019 (Copy Attached).

If there are any additional requirements please let us know.

We look forward to another safe Thanksgiving, and look forward to seeing you November 28, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "John Whittingslow", written over a horizontal line.

John Whittingslow

Pete's Bar



Andrew E. Hyatt
City Manager

November 6, 2018

Mr. John Whittingslow
Pete's Bar
117 First Street
Neptune Beach, FL 32266

Mr. Bob Feindt
Island Girl Cigar Bar
108 First Street
Neptune Beach, FL 32266

Ms. Kim Smith
Slider's Seafood Grille
218 First Street
Neptune Beach, FL 32266

Ms. Katie Salas
Southern Grounds & Co.
200 First Street
Neptune Beach, FL 32266

Mr. Chris Polidoro
Restaurant Doro
106 First Street
Neptune Beach, FL 32266

Dear Messrs. Whittingslow, Feindt and Polidoro, Mmes. Smith and Salas:

Thank you for asking permission to conduct the annual Thanksgiving event on Thursday, November 22, 2018. It is my understanding your request includes the closing of First Street between Atlantic Boulevard and Orange Street from 9:00 am to 1:00 pm.

By way of this letter, the City of Neptune Beach is to conditionally grant permission for this event as directed by the City Council at the November 5, 2018 Regular Meeting. Conditions are as follows:

1. must meet and adhere to all rules established by the City Manager's Office and the Police Department of the City of Neptune Beach
2. observance of all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government
3. ***each of the five (5) participating businesses must submit a proof of liability insurance certificate for at least \$1 million naming the City of Neptune Beach as additional insured no later than 5:00 pm on Tuesday, November 20, 2018 (forward certificate to Cheryl Bäck at acm@nbfl.us)***
4. ***each of the five (5) businesses participating will provide a special event permit from the State Division of Alcoholic Beverages and Tobacco (forward State approval to Cheryl Bäck at acm@nbfl.us)***
5. a contact name and phone number of a person in a position of responsibility must be provided for the event from each of the three businesses
6. noise be kept to a minimal level and no amplified sounds be allowed
7. signs to be posted at each entrance to event listing prohibited items
8. outside alcohol is expressly prohibited

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 x 31 • FAX (904) 270-2526

9. exclusive use of unbreakable/shatter proof containers by businesses
10. ensure that pets and bicycles are not in the event area
11. trash cans must be emptied periodically to prevent overflow of garbage
12. area used to be free of debris when the event is completed
13. provide ten (10) portable toilets to service crowd; portable toilets are to be placed within the event boundary lines
14. event coordinator(s) will post "No Parking after 12am" signs at all First Street parking spaces between Atlantic Blvd. and Orange Street on Wednesday, 11/21 at 6:00pm
15. traffic closures will be in place on Thursday, 11/22 from 8:30am-1:30pm, or until conditions allow, at the following locations (per attached event map):
 - a. First Street at Atlantic Blvd.
 - b. Lemon Street at First Street
 - c. Lemon Street at Midway
 - d. First Street at Orange Street
 - e. Hall Place at First Street
16. must provide five (5) "Road Closed" sign barricades (may contact ACME Barricades for rental information) at the following locations (per attached event map):
 - a. Atlantic Blvd & First Street
 - b. Orange Street & First Street
 - c. Lemon Street & First Street
 - d. Lemon Street & Second Street
 - e. Lemon Street & Midway
17. fifty (50) NBPB cones will be pre-staged and deployed as needed
18. required hiring of five (5) off-duty Police Officers to monitor the event to be compensated at \$75.00 per hour with a four-hour minimum
19. Police Officers must be on-duty from time of street closure until streets are cleared, reopened and crowd is dispersed
20. as event runs from 9:00 am to 1:00 pm, agreement to have closed streets cleared and opened for traffic by 2:00 pm
21. agreement to be accountable for all private security throughout event (for crowd control and ID checks)
22. must arrange for & provide a minimum of two (2) off-duty Firefighter/Paramedics (Contact JFRD)
23. the City assumes no liability for any accident or injury that may occur during the event and your organization will hold the City harmless should any occur
24. failure to abide by any of the conditions set forth could result in the event being shut down at any time

Should you have any questions or need further information regarding this issue, please let me know.

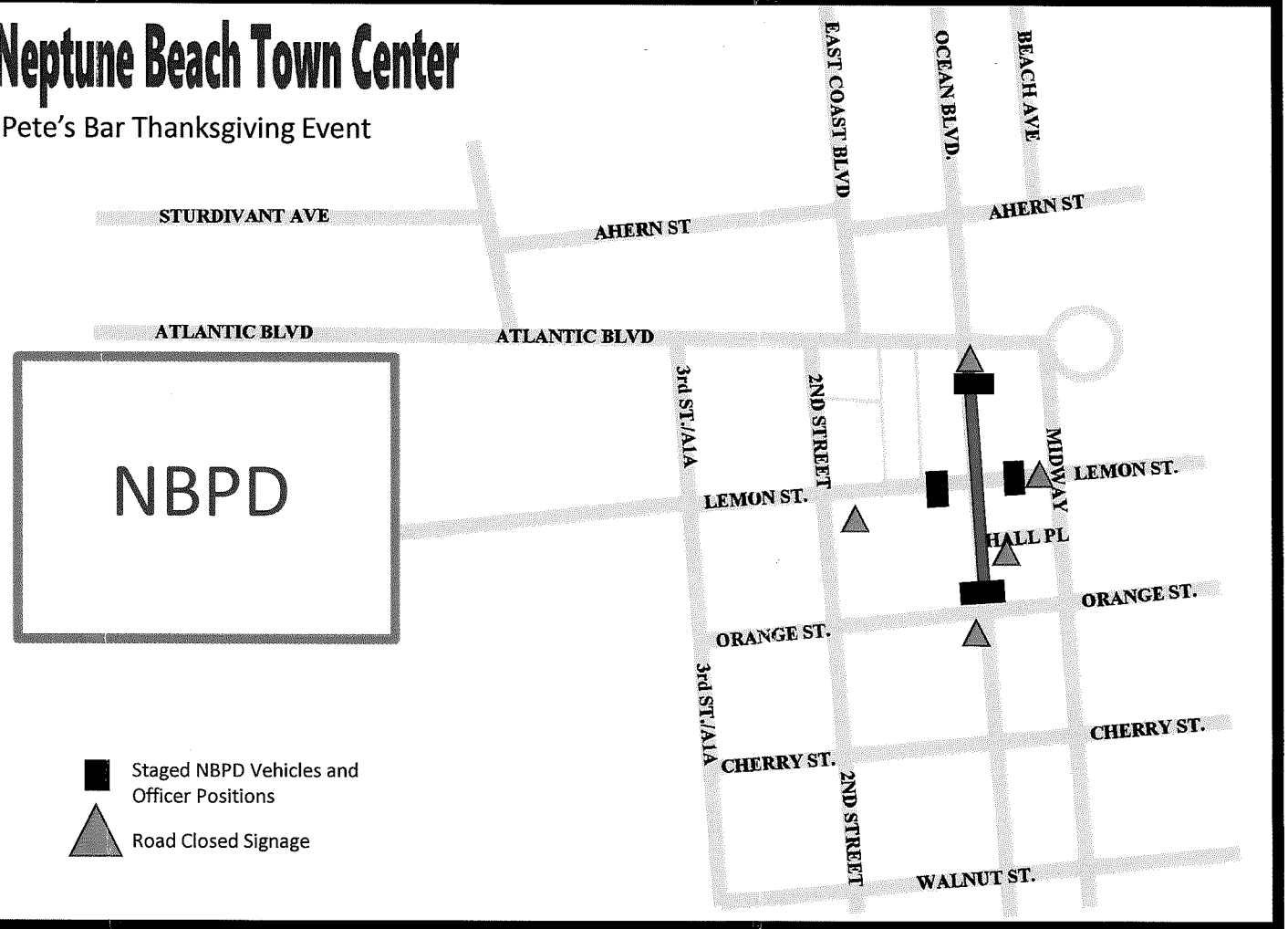
Sincerely,



Andrew E. Hyatt
City Manager

Neptune Beach Town Center

Pete's Bar Thanksgiving Event





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

AGENDA ITEM: Approval of City Manager Contract

SUBMITTED BY: City Attorney Zachary Roth

DATE: October 29, 2019

BACKGROUND: Stefen Wynn was selected as the new City Manager on October 17, 2019 after a two-day interview process.

BUDGET: N/A

RECOMMENDATION: Consider the City Manager contract

ATTACHMENT: 1. City Manager Contract (2)

AGREEMENT

THIS AGREEMENT is made and entered into by and between STEFEN WYNN, hereinafter referred to as MANAGER, and the CITY OF NEPTUNE BEACH, FLORIDA, a municipal corporation under the Constitution of the State of Florida, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the MANAGER is experienced in conducting the operations of a local government and skilled in the duties as chief executive officer of a local government; and

WHEREAS, the CITY is desirous of retaining the services of the MANAGER to perform the duties of CITY Manager as are prescribed by general law and local ordinance of the CITY;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the CITY and the MANAGER hereby agree, each with the other as follows:

1. Duties. The CITY agrees to employ MANAGER as the City Manager of the CITY to perform the functions and duties specified in Chapter 2, Article III, Division 2, City Manager, of the Neptune Beach Code of Ordinances, as amended from time to time, and other applicable laws of Florida, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. Compensation.

a. The CITY engages the MANAGER as CITY Manager , effective on ____ of ____ at a cash salary of one hundred and nineteen thousand (\$119,000.00) dollars per year, payable in equal bi-weekly installments.

CITY shall evaluate MANAGER's performance at the end of twelve (12) months based upon the mutually established goals and objectives. At the twelve-month evaluation, if the City

Council finds that the MANAGER has met the goals and objectives for the first twelve (12) months, he shall be entitled to an increase in salary to at least equal to the highest percentage increase received by the general CITY employees. Future merit increases may be granted at the end of the fiscal year and each fiscal year thereafter as the City Council shall deem appropriate on the basis of any annual performance and salary review of MANAGER, provided that if the City Council finds that MANAGER has met the goals and objectives during any year, then the MANAGER's annual increase shall be at least equal to the highest percentage increase given in that year to the general employees. Said review shall be in accordance with management criteria and goals and objectives developed jointly by the MANAGER and CITY and funded by the City Council, as necessary.

b. The City Council shall coordinate the evaluation of the MANAGER in accordance with management criteria, goals and objectives agreed to by MANAGER and the City Council annually. The MANAGER's salary and other contract terms shall be reviewed in light of such evaluation. The CITY shall not at any time reduce MANAGER's salary, compensation or other benefits except to the degree that such an across-the-CITY reduction applies to all other CITY employees.

3. Term

a. The term of this Contract shall commence on the Effective Date of this Contract for a period of four years unless terminated sooner as provided herein. Unless the CITY gives the MANAGER written notice of its intention not to renew this Agreement at least ninety (90) calendar days prior to the expiration date this Agreement shall be deemed automatically renewed on the expiration date under the same terms and conditions (subject to any increases in MANAGER's compensation and benefits pursuant to Section 2 and 4) for an additional one year

term.

b. The MANAGER may be dismissed with or without cause and shall be subject to the termination procedures set forth in this Agreement and Neptune Beach Code of Ordinances, as amended from time to time.

c. The MANAGER may terminate this Agreement by written notice to the CITY giving not less than ninety (90) calendar days notice of his intent to terminate this Agreement.

d. This Agreement shall terminate immediately on the death of the MANAGER, and the CITY shall not be liable for any payment of salary accruing thereafter.

4. Benefits. In addition to a cash salary, the CITY agrees to provide the following benefits to the MANAGER:

a. Insurance. The MANAGER shall be entitled to the same insurance benefits that are available to other general CITY employees, beginning immediately on the first day of employment.

b. Annual Leave.

A. Per standard City policy, Employee is entitled to eleven (11) paid holidays and two (2) bonus leave days.

B. Personal leave is inclusive of sick leave.

C. Beginning on the first day of employment, Employee shall accrue leave time on an annual basis, as follows:

Personal Leave Schedule (Includes Sick Leave)

1. Zero to 5 years = 20 days
2. 5 years to 10 years = 23 days
3. 10 years to 15 years = 26 days
4. 15 years to 20 years = 29 days
5. 20 years to 25 years = 32 days
6. 25 years or greater = 35 days

- D. At a maximum, Employee may accrue 240 hours of personal leave.
- E. Once Employee accrues at least 120 hours of personal leave time, on a quarterly basis Employee may "sell back" up to 80 hours of personal leave time, leaving a minimum of 40 hours of personal leave time accrued.
- F. The Employee shall be entitled to military reserve leave time pursuant to state and federal law and local government policy.
- G. Employee shall provide notice to the City's Mayor of all planned vacation leave time.
- H. Employee shall provide a monthly accounting of all leave time to the City's Mayor with a copy to the City Clerk.

c. Automobile. Effective on the date of this Agreement and continuing for the duration of this Agreement, the CITY shall pay MANAGER an automobile allowance \$500.00 per month for use of his personal vehicle in connection with the performance of his duties as CITY Manager. The monthly automobile allowance may be raised annually during, and in the same process as the MANAGER's performance and salary review. Payment shall be made monthly in advance. It shall be the MANAGER'S responsibility to keep and maintain appropriate documentation according to IRS regulations. While receiving the benefit set forth in this section 4. c. MANAGER shall not use a CITY vehicle in connection with the performance of his duties as CITY Manager. In the event MANAGER uses a CITY vehicle in connection with the performance of his duties as CITY Manager, the benefits set forth in this section 4. c. shall cease.

d. Dues and Subscriptions. The CITY agrees to pay for the professional dues and subscriptions of the MANAGER necessary for his continuation and full participation in national, state, and local associations which are necessary and desirable for his continued professional

participation, growth, and advancement, and for the good of the CITY. Such dues and subscriptions shall not exceed the amounts approved in the CITY's budget.

e. Professional Development and Official Travel. The CITY hereby agrees to pay the travel and related expenses of the MANAGER for professional and official travel, meetings, and occasions adequate to continue the professional development of the MANAGER and to adequately pursue necessary official and other functions for the CITY; provided, however, that the CITY shall not pay for automobile expenses that are incurred within the CITY and shall only pay for fuel expenses incurred when the MANAGER uses his personal vehicle for official travel, etc., outside of the CITY. Any travel permitted under this paragraph out of the state of Florida shall be expressly approved by the CITY in the annual budget.

f. Retirement

- (1) The City agrees to contribute an amount equal to 7% of Employee's salary to an established Section 401(A) account provided the Employee agrees and continues to contribute at least 3% of Employee's salary to an established 457 account.
- (2) For each above described account, Employee's interest will become vested at a rate of 20% for each year of completed employment, to be fully vested upon completion of five (5) years of employment.

g. Other Benefits. CITY agrees to make available to MANAGER such other benefits that are not specifically covered by this Agreement as they now exist, and may be amended from time to time, for other CITY employees. These benefits will include, but not be limited to sick leave, holidays, and additional vacation hours for specified sick leave accrual as are provided for unlimited status CITY employees under the terms of the personnel management system or as shall be provided by any amendment thereto or substitution thereof as are approved by the City Council.

h. Termination of Benefits. All benefits to the MANAGER provided in paragraph 4 of this Agreement shall immediately cease upon the termination or suspension of the MANAGER, whether with or without cause.

i. Relocation Expenses. The CITY agrees to pay the Manager up to \$15,000.00 to reimburse the CITY Manager for the costs associated with the cost of the relocation of himself and his family. This money to cover the cost of house hunting trips, temporary lodging, transportation of himself and his family, moving family vehicle, moving furniture and other related moving expenses. The MANAGER shall be reimbursed only when he can produce receipts to document the expenditure.

(1) Should the MANAGER resign within two years of his employment with the CITY to retire or accept a position elsewhere, he will return to the CITY any expenses it has paid to assist with his relocation. Reimbursement to the CITY of relocation expenses is not required if the MANAGER should die within the first two (2) years or resign within such time due to disability.

5. Other Employment. The MANAGER agrees that he will devote himself exclusively to his duties as City Manager. He will exercise due diligence in the performance of all duties as required by general and local law and shall perform such other administrative tasks as may be assigned to him by the City Council. Nothing contained herein shall prohibit the MANAGER from devoting his own time to occasional teaching or writing in a non-conflicting capacity provided that such work does not interfere with performance of duties as MANAGER. In recognition of his professional status and the demands of his duties, he, shall be held responsible for the conduct of his everyday activities only to the CITY.

6. Termination.

a. Termination Procedures. The MANAGER shall only be terminated or dismissed as provided herein and in Neptune Beach Code of Ordinances, as amended from time to time.

b. Dismissal without Cause.

(1) In the event the MANAGER is dismissed without cause, during the term of this Agreement, he shall receive as severance benefits a lump-sum cash payment in an amount equal to the limits as authorized by Section 215.425, Florida Statutes of his base yearly salary. All accrued benefits, including unused vacation leave, shall be paid to MANAGER in addition to the severance pay.

(2) In the event the CITY at any time during the time of this Agreement reduces the salary or benefits of MANAGER in a greater percentage than applicable across-the-City reduction of all CITY employees or in the event the CITY refuses, following written notice, to comply with any other provision benefitting MANAGER, or if MANAGER resigns following a suggestion by a majority of the City Council at a regularly scheduled or specially called meeting that he resign, MANAGER may at his option be deemed to be dismissed without cause and shall receive as severance benefits a lump sum cash payment in an amount equal to that provided in Section 6.b(1) above.

(3) In the event MANAGER is dismissed without cause, then the termination of employment shall be deemed effective upon the date MANAGER provides notice of resignation to the CITY and MANAGER and CITY shall have no further obligation one to the other except as otherwise set forth in this Agreement. MANAGER shall remove his personal belongings from his City office and return any City Property within five (5) business days of termination.

c. Dismissal for Cause. For purposes of this Agreement, "dismissal for cause" shall include

(1) Flagrant neglect of duty.

(2) Conviction by a court of competent jurisdiction of the commission of a felony or the violation of any statute relating to the conduct of public employees.

(3) Such other grounds as are hereafter established by ordinance.

d. Upon the filing by the appropriate law enforcement official of an indictment or information in a court of competent jurisdiction charging the MANAGER of a felony or violation of a statute relating to the conduct of public employees, the City Council may, if it finds it in the public interest, suspend the MANAGER indefinitely without pay.

e. All benefits to the MANAGER provided in paragraph 4 of this Agreement shall immediately cease upon the termination or suspension of the MANAGER, whether with or without cause.

f. Upon dismissal of the Manager for cause, the CITY shall have no obligation to pay the severance benefits set forth in section 6(b) nor shall the CITY be obligated to pay any other benefits or sums under this Agreement, except that MANAGER shall be entitled to all benefits, including, but not limited to vacation leave, accrued as of the date of his termination.

g. In the event that the MANAGER resigns from his position, then he shall give the CITY ninety (90) calendar days written notice and all salary and benefits shall cease as of the last day of his employment.

h. If the CITY Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the CITY shall have the option to terminate

this Agreement, subject to the severance pay provision outlined in Section 6, Paragraph B of this Agreement.

7. Indemnity. The CITY shall defend, hold harmless and indemnify the MANAGER against and from any and all claims, legal or administrative actions or demands, including actions for equitable relief whether groundless or otherwise, including attorney's fees and costs, arising from any act or omission either alleged or real, which may occur within the scope of the MANAGER's employment and performance of his duties as MANAGER; provided, however, that nothing contained herein shall obligate the CITY to defend, hold harmless and indemnify the MANAGER for intentional torts or criminal acts. The CITY, may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith. The obligations of this paragraph shall survive the termination of this Agreement, however terminated.

8. No Additional Compensation. It is understood and agreed that the compensation herein provided for the MANAGER shall constitute full payment and compensation for the services of the MANAGER rendered to the CITY, and that no additional compensation shall be due from the CITY to the MANAGER. The MANAGER does hereby expressly waive, discharge and release the CITY from any claim for any additional compensation unless the same is authorized in writing by the City Council. It is the intention of the parties that this Agreement provides full and adequate compensation for all services rendered or to be rendered by the MANAGER, and that no other compensation of any kind or character shall be incurred by the CITY or payable to the MANAGER unless authorized specifically in writing as being extraordinary by the City Council.

9. Other Terms and Conditions of Employment.

- a. The City Council shall fix any such other terms and conditions of employment

as it may determine from time to time relating to the performance of the MANAGER, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the laws of Florida or any, other applicable law.

b. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

c. This Agreement shall be interpreted and construed under the laws of Florida, and in the event any provisions herein shall conflict with that law, the law of the Florida, and in the event any provisions herein shall conflict with that law, the law of the State of Florida shall prevail.

d. Capitalized terms not defined in this Contract shall have the same meaning as provided in the Neptune Beach Code of Ordinances.

10. Effective Date. The Effective Date of this Contract shall be the date a fully executed copy is filed with the Clerk.

11. Execution. The parties hereby execute this Contract.

CITY MANAGER

Stefen Wynn

ATTEST:

CITY OF NEPTUNE BEACH, FLORIDA

Catherine Ponson, Clerk

Elaine Brown, Mayor

Approved as to correctness of form:

Zachary Roth, City Attorney



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

AGENDA ITEM: Approval of Agreement for Professional Services for the Comprehensive Plan and Land Development Code Revision with Dover, Kohl & Partners

SUBMITTED BY: Dover, Kohl & Partners

DATE: October 29, 2019

BACKGROUND: The City Council approved Dover, Kohl & Partners on August 5, 2019, for the revision of the Comprehensive Plan and Land Development Code revision through an RFQ process. They have presented an agreement for Council review, which includes a scope and fee.

The City Attorney has made changes and this was discussed at the October 21, 2019, Council workshop and moved forward by a 3-1 hand vote.

BUDGET: The project will be budgeted through two fiscal years.

RECOMMENDATION: Consider the proposed agreement from Dover, Kohl & Partners.

ATTACHMENT: 1. Dover Kohl

DOVER, KOHL & PARTNERS
town planning

Agreement for Professional Services for the Comprehensive Plan & Land
Development Code Revision for the City of Neptune Beach, Florida

On this _____ day of _____ 2019, The City of Neptune Beach, Florida ("Client" or "City"), located at 116 First Street, Neptune Beach, Florida 32266 and The Image Network, Inc. d/b/a DOVER, KOHL & PARTNERS ("Consultant" or "DK&P"), located at 1571 Sunset Drive, Coral Gables, Florida 33143, have executed this Agreement for Consulting Services (the "Agreement") for the Revision of the Comprehensive Plan and the Land Development Code for the City of Neptune Beach, Florida as provided herein (the "CPR/LDC"); and

WHEREAS, the City desires for a Comprehensive Plan and Land Development Code Revision for Neptune Beach and desires to retain the services of, and compensate Consultant for such; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and the payment of fair and valuable consideration as provided herein, City and Consultant understand and mutually agree to the following terms and Conditions:

ARTICLE 1

Scope of Services

Consultant agrees to provide the services as specifically described, and subject to the special terms and Conditions set forth in **EXHIBIT A**, hereto (the "Services"), which by this reference is incorporated into and made part of this Agreement.

ARTICLE 2

Term

The term of this Agreement shall be twenty-four (24) months, commencing on the effective date hereof. The City shall have the option(s) to extend the term hereof, twice, for a period of six (6) months each, subject to availability and appropriation of funds. Should the City terminate the contract prematurely without cause, Consultant shall be reimbursed for services performed up to the point of termination.

ARTICLE 3

Compensation

The amount of compensation payable by the City to the Consultant shall be based on the rates and schedules described in **EXHIBIT B** hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation for the Services exceed Four Hundred Fifty-two Thousand One Hundred and Ten Dollars (**\$452,110**) including all labor compensation, subject to the provisions of **EXHIBIT B**. There is an estimate of Reimbursable Expenses as described in Section E of **EXHIBIT B**, including travel, incurred in connection with these Services for Phases 1 & 2 only as provided in **EXHIBIT B**. Reimbursable Expenses for Phase 3 will be estimated after the final delivery of Phase 2 work, but shall in no event exceed the Reimbursable Expenses for Phases 1 & 2 absent written approval by the City.

ARTICLE 4

Format of Final Work Products

Consultant shall provide final work products to City, as follows:

- A. **Written Documents.** Written documents shall be provided in an appropriate digital format including pdf and an editable format such as InDesign and digitally stored in an appropriate computer format. Consultant will provide City a digital copy of all work product produced pursuant to this Agreement.

Graphic Documents. D shall be provided in an appropriate digital format including pdf and an editable format such as InDesign and digitally stored in an appropriate computer format. Consultant will provide City a digital copy of all work product produced pursuant to this Agreement.
- B. **Printed Copies.** Printed copies of written or graphic documents, or any portion of such documents, may be provided at the cost of reproduction, including an additional fee for services at the hourly rates indicated in EXHIBIT B of this Agreement.

ARTICLE 5

Ownership and Use of Documents

Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:

- A. **Final Work Products.** Final work products shall be delivered to and become property of the City in the format specified above in Article IV of this Agreement. City shall have a right to retain, use, and reproduce final work products in accordance with Article 5, Paragraph C. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- B. **Instruments of Service.** Consultant will produce and use during the course of the Project certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids, and various written materials. Subject to City's rights hereunder, Consultant is deemed the sole owner of this documentation and reserves all rights of ownership and legal protections, including copyright, that may be available under common law and statutory law. City may reproduce and distribute copies of this documentation without special authorization from Consultant on a case by case basis, and without limitation, unless and until Consultant revokes this authorization which shall not be unreasonably revoked, with reasonable notice. Upon incorporation of such proprietary documentation into any work product prepared on behalf of the City, Consultant grants to City an irrevocable authorization to reproduce and distribute copies of same.
- C. **Reproductions.** Written and graphic documents shall be protected by copyright. Subject to such reasonable limitations as may be required by City's marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "Dover, Kohl & Partners, Coral Gables, Florida."
- D. **Public Records.** The publication or distribution of documents to satisfy official regulatory requirements or Public Records Laws shall not be construed as an unauthorized use in contravention of the reserved rights of Consultant.

ARTICLE 6

Suspension, Termination, or Withdrawal

- A. **Suspension.** If City fails to make timely payment to Consultant of fees or expenses, Consultant may suspend performance of services under this Agreement upon seven (7) days written notice. No further notice of a suspension shall be required, unless Consultant receives full payment within seven (7) days of delivering to City such written notice. Consultant shall have no liability to City for any delay or damage caused by a suspension of services due to untimely payment by City. City shall incur all fees and costs associated with any delay or suspension of services not the fault of Consultant, including but not limited to any costs associated with changing travel dates.
- B. **Termination.** City may terminate this Agreement upon seven (7) days written notice to Consultant. If this Agreement is terminated without cause, City shall reasonably compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of termination. In the event the City terminates this Agreement based upon Consultants breach, after seven (7) days written notice and 20 business days opportunity to cure, City shall have no obligation to compensate Consultant as provided in the preceding sentence. The Consultant may terminate this Agreement upon seven (7) days written notice to the City but in such event shall not be entitled to reimbursement of expenses incurred but not previously approved by the City in writing.

ARTICLE 7

Publication of Promotional Materials

- A. **Promotional Use of Project.** Consultant shall have the right to use either actual images or representations of the project, including photographs, in its professional and promotional materials. Such materials may not include confidential or proprietary information of City, where City has previously identified in writing to Consultant the specific information that City deems confidential or proprietary.
- B. **Professional Credit.** Subject to the reasonable requirements of City's marketing program, City shall clearly display the trademark "Dover, Kohl & Partners, Coral Gables, Florida" in marketing and promotional materials associated with the Project.
- C. **Publication.** In the event City or Consultant publish or cause to be published any photographs or representations of the Project, both parties agree to require publishers to include in any such publication an appropriate reference to the other party, as the respective Client or City planner. City and Consultant shall develop a mutually agreed format for submitting such information to publishers.

ARTICLE 8

Miscellaneous Provisions

- A. **Site Access.** DK&P shall at all reasonable times have access to the Site, subject to the limitations that may exist due to current property ownership.
- B. **Other Consultants of Client.** DK&P shall be entitled to rely upon the accuracy and completeness of work products prepared for Client by consultants other than DK&P.
- C. **Additional Consultants.** In addition to the town planning and design services of DK&P, it may be necessary to separately secure the services of technical experts in several areas. For example, there will likely be special concerns on the proposed site with regards to transportation engineering, housing target-market analysis, or environmental analysis. Each of the team members in the

technical subject areas must be skilled at New Urbanism projects. If necessary, DK&P can recommend qualified experts to establish an interdisciplinary team. The Client can contract for those services directly, or DK&P can amend this proposal to include their work, and secure additional subconsultants on Client's behalf. Either way, DK&P shall, to the extent reasonable, be tasked with coordinating their work, at least during certain stages.

- D. **Force Majeure.** If either party is unable to perform its obligations under this Agreement due to a natural disaster or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- E. **Limitations on Liability.** The work of Dover, Kohl & Partners on this project is for the purposes of town planning and conceptual illustration only, not for construction, and is based on limited, preliminary site information only. This work does not replace the future work of licensed professionals including surveyors, architects, engineers, and landscape architects and this work does not represent a guarantee of any kind. All concepts, dimensions and details depicted here are subject to future field verification, engineering best practices, and extensive review by others. Dover, Kohl & Partners shall not have any control over and shall not be responsible for engineering details, construction means, procedures, safety precautions, or legal disclosures in the implementation of the project, or for errors or omissions by future consultants, contractors, owners, government, or any other person or entity.
- F. **Confidentiality.** DK&P agrees that they shall treat all information received and produced under this Agreement, as absolutely confidential. DK&P shall not disclose this information to any other person or entity not directly affiliated with the parties, unless legally compelled to do so, and then, only upon timely prior notice to the Client, giving it sufficient time to contest any such disclosure. At such time as they are made public by the Client, or with prior written approval by the Client, DK&P may duplicate documents provided under this Agreement for its business purposes, including general promotional purposes. For any other purposes, DK&P shall obtain approval from the Client, such approval shall not be unreasonably withheld.
- G. **Ownership & Use of Documents.** Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:
 - a. **Instruments of Service.** DK&P use during the course of the Project certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids, and various written materials. Subject to Client's rights hereunder, DK&P and Client are deemed the joint owners of this documentation and reserve all rights of ownership and legal protections, including copyright, which may be available under common law and statutory law.
 - b. **Final Work Products.** Final work products produced during the course of the Project under this Agreement shall be delivered to and become property of the Client. Client shall have a right to retain, use, and reproduce final work products. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

- c. **Reproductions.** Written and graphic documents shall be protected by copyright and not reproduced for the sale or use by third parties without the written permission of Client and DK&P. Subject to such reasonable limitations as may be required by Client's marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "Dover, Kohl & Partners, Town Planning." Consultant reserves the right to require the removal of this credit from appearing on final work products or instruments of service that have been modified without DK&P's prior written consent.
 - d. **Public Records.** The publication or distribution of documents to satisfy official regulatory requirements or Public Records Laws shall not be construed as an unauthorized use in contravention of the reserved rights of DK&P.
- H. **Amendments.** The duties, responsibilities, and limitations on authority of Consultant shall not be restricted, extended, or modified without a prior written agreement signed by City and Consultant.
- I. **Assignments.** City and Consultant each bind themselves, and their partners, legal representatives, successors, and assigns, to the other party to this Agreement and to its partners, legal representatives, successors, and assigns. Neither City nor Consultant may, without the prior written consent of the other party, assign or transfer to third parties any rights or obligations arising under this Agreement.
- J. **Prohibition Against Contingency Fees.** The Consultant warrants that it has not employed any person, firm corporation or other entity other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, firm, corporation, or other entity, other than a bona fide employee working solely for the Consultant any favor, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Agreement or any other agreement with the City. In the event of breach of this provision, the City shall have the right to terminate this or any other agreement with the Consultant without liability, and, in its discretion, to deduct from amounts due under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- K. **Integration.** This Agreement constitutes the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. If one or more provisions contained in this Agreement should be deemed invalid, void, or unenforceable, the remaining provisions shall remain valid, binding, and enforceable to the fullest extent of the law.
- L. **Default and Remedies for Default.** Violations of any of the provisions of this Agreement, including a failure to pay any sum of money when due, shall constitute an act of default. Upon any act of default, the non-defaulting party may terminate this Agreement and exercise any and all legal and equitable remedies.
- M. **Notice.** Where this Agreement provides that written notice be delivered, such notice shall be delivered using the most expeditious means available, while taking into consideration such factors as delivery time, reliability, verifiability, and expense. City and Consultant have designated the following business addresses as appropriate for receiving such notice:

As to City: City of Neptune Beach
Neptune Beach City Hall
116 First Street
Neptune Beach, Florida 32266.

As _____ to Dover, Kohl & Partners
Consultant: ATTN: Victor Dover, Founding Partner
1571 Sunset Drive
Coral Gables, Florida 33143

- N. **Waiver.** The failure of either City or Consultant to insist upon the performance of particular terms or conditions arising under this Agreement shall not be construed as a waiver of any subsequent breach of such terms or conditions.
- O. **Attorney's Fees; Costs.** If either party to this Agreement must retain an attorney to enforce the performance of this Agreement by commencing legal proceedings, then the prevailing party to such proceedings shall be entitled to recover fees and costs from the other party, actually incurred, including reasonable attorneys' fees and the costs actually incurred while prosecuting or defending such proceedings to a conclusion.
- P. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and the United States of America.

WE THE UNDERSIGNED indicate our mutual understanding and consent to the aforementioned terms and conditions of this Agreement to be effective on the day and year first written above.

"City"

CITY OF Neptune Beach

By: _____

Name

Title

City of Neptune Beach, Florida

"Consultant"

Image Network, Inc. d/b/a Dover, Kohl, & Partners

By: _____

Joseph Kohl

Title: Principal / Vice President

EXHIBIT A
SCOPE OF SERVICES

The following scope of services outlines Dover, Kohl and Partners' approach for assisting the City of Neptune Beach (Client):

PHASE 1: VISION PLAN

TASK 1: KICK-OFF & EXISTING CONDITIONS ANALYSIS (NOV 2019 - JAN 2020)

Task 1 will include the compilation and initial review of all relevant information, including previous studies. This Task will include a core team visit to Neptune Beach to meet with key stakeholders and conduct on-site analysis as part of a travelling workshop. During this Task, public engagement and outreach occurs that will build interest in the plan. Concurrent with Task 1 will be Task 2, the creation of a market analysis.

1.1 Phase 1 Project Kick-off Meeting

At the start of the project, the team will schedule a meeting with the City of Neptune Beach to review base information needs, identify key stakeholders, strategize on the public design workshop, and develop a detailed schedule for the creation of the Neptune Beach Vision Plan.

1.2 Public Outreach and Participation Plan

Working with the City, a public outreach and participation plan will be created to provide the framework for the integration of the public into the planning effort. Our team will work with the City to create a list of key individuals, local leaders, community organizations, and stakeholders to include throughout the planning process, and to determine a strategy for distribution of public awareness materials. The Public Outreach and Participation Plan will include Best Practices with methods and approaches applicable to all the City's public processes

The city will be responsible for providing a list of stakeholder contacts, including but not limited to local leaders, advocacy groups, HOA's, nonprofits, local historians, developers, and business owners. Throughout the Analysis Task and the Public Design Workshop, the team will employ various techniques for information gathering. Focus groups, individual interviews, and meetings with community groups are methods that have proven valuable on similar projects and may be utilized. The Public Design Workshop will be the centerpiece of the public outreach and participation strategy.

1.3 City of Neptune Beach Communication Materials

DK&P will create a logo and brand for the public process as well as a dedicated project website (though the City's website can also be used if preferred). The website will outline the public process, announce all relevant milestones and public meetings, and provide relevant background information and all project deliverables (PowerPoint presentations, draft plans, photos, memos and reports). As a part of this task, the consultant team ~~can~~ will also create sample flyers, postcards, and posters to be used in promoting any public events throughout the process.

1.4 Initial Review of Previous Plans & Existing Conditions

Our team will collect and analyze data from a number of resources in order to take an in-depth look at the City and each neighborhood. DK&P will lead in the preliminary analysis and data gathering steps. Socio-economic data to be examined includes population statistics, household income,

educational attainment, homeownership rates, and employment patterns. Geographic Information Systems will be used to perform much of this analysis. DK&P will request a list of information to be provided by the City of Neptune Beach, including, but not limited to:

- GIS shapefiles for edge of pavement, building footprints, parcels, streets, stormwater, parks, trails, sidewalks, public parking, public parcels, flood zones, existing zoning, future land use, etc.
- Previous plans and studies (including relevant plans of neighboring cities)
- Any relevant Duval County plans and studies

1.5 Site Visit & Kick-Off Presentation (Trip 1 – 2 days)

A principal, project manager and town planner from DK&P will conduct a two-day site visit and public kick-off presentation in Neptune Beach. During this trip, the team will work closely with the City to refine the goals and objectives of the Neptune Beach Vision Plan. The team will also conduct a series of interviews with key stakeholders including elected officials, City personnel, civic leaders, developers, property owners, and neighborhood groups.

On the evening of the first day DK&P will also conduct a big project kick-off presentation. This event will include an introduction to the public design process and what residents should expect in the coming months, as well as a best practices and food for thought presentation by Victor Dover. City staff will help to identify and secure a large meeting space for this event. DK&P will help to produce promotional materials for the City to advertise the event ahead of time.

TASK 2: PUBLIC ENGAGEMENT & VISIONING (FEB 2020)

The Vision Plan is centered around an eight-day Public Design Charrette held on-site in Neptune Beach and split between two separate trips. DK&P will lead a series of public meetings, design sessions, interviews, and technical meetings to quickly engage the community. This intense, comprehensive method of public involvement will allow stakeholders to come together and form consensus over future growth and development in Neptune Beach. The design workshop and the opportunity to interact with differing perspectives allows issues to be quickly identified and resolved.

2.1 Charrette Prep & Logistics

The consultant team will work to coordinate meeting logistics with the help of City Staff. They will also prepare materials for the charrette including sign-in sheets, PowerPoint presentations, exit surveys, and various other exhibits and interactive exercises.

2.2 Charrette Part I – Neighborhood Design Sessions (Trip 2 – 3 days)

The first part of the charrette will consist of a three-day trip centered around gathering input and connecting with residents in Neptune Beach's three main areas shown in the figure below. This travelling input session is proposed at the beginning of the project to engage members of the community where they live and in places they congregate. Each day local representatives, "tour guides" who are not city staff (ideally), take the consultant team on a tour (in mini-vans and on-foot), to see their portion of the community through their eyes and to hear their perspective. During the walking tours the team will also examine the existing urban form of Neptune Beach's neighborhoods, analyzing the network of streets, blocks and lots, building types, and building form. The analysis will include an examination of the existing land use, density, and urban design elements.



In the afternoon of the same day a public workshop with a variety of interactive exercises is set up to engage the local community. Exercises include interactive presentations, community image surveys, map exercises, short surveys, long surveys, stakeholder meetings and interviews. The Travelling Workshop should involve local leaders (pastors, business owners, neighborhood association representatives, for example) and take place in local centers (churches, schools, parks, and libraries, for instance). Participants become “ambassadors” to the Vision Plan, they help get the word out about the charrette, they have the knowledge to participate intelligently in the charrette, and they insure inclusive and meaningful participation from people who are new to local governance.

2.2 Charrette Part II – Citywide Hands-On Design Session & Open Design Studio (Trip 3 – 5 days)

On a mutually agreeable date, the team will travel to Neptune Beach to conduct a five-day work session on-site with the community. The workshop will likely include the following components:

2.2.1 Evening Community Involvement Session

On the first evening of the Public Design Workshop, DK&P will lead a Community Involvement Session. The event will begin with a refresher presentation on best practices in traditional urban design, livable transportation, sustainability, preserving community character, and Smart Growth. The presentation builds upon Victor’s kick-off presentation, but also introduces the broader consultant team and summarized the feedback gathered during the travelling neighborhood sessions. Following the presentation, the team will work with the community to identify their vision for Neptune Beach at large and the Town Center, balancing long-term community values with short-term physical goals such as transportation networks, building types, community parks, and streetscape. The goal of the session is to forge a community consensus and develop a long and short-range vision for the future of Neptune Beach that will serve as the framework of the Neptune Beach Comprehensive Plan.

2.2.2 On-site Design Studio

Following the Community Involvement Session, the planning team will set-up an On-Site Design Studio, preferably in a visible and central location, for the duration of the Workshop. The team will work on-site in order to refine the Vision and continue to gather input for the development of the Neptune Beach Comprehensive Plan. At this time, team members will integrate the information gathered during the Analysis Task with the input gained during the Community Involvement Session to create Conceptual Illustrative Plans and develop urban design and transportation strategies to manage future growth. Illustrations will explain how Neptune Beach can develop over time and demonstrate how to balance development and conservation within the City. The community will be encouraged to stop by the design studio every evening to share their insight on new issues and to check in on the plan's status.

2.2.2.a Technical and Stakeholder Meetings

While working on-site, the DK&P Team will work closely with the City to ensure the feasibility of the plan. The team will lead meetings with government agencies and local experts in order to gain technical feedback on important issues. Additional meetings will be held with key stakeholders such as civic leaders, property owners, developers, and neighborhood groups.

2.2.2.b Conceptual Illustrative Plans and Renderings

Words alone fall short of describing the experience of being in a place. People need to see what their ideas really mean when pen is put to paper in order to understand the options and opportunities that exist in their community. During the Public Design Workshop, DK&P will create Conceptual Illustrative Plans for key areas in the City and a series of renderings that demonstrate potential growth and conservation concepts.

The Conceptual Illustrative Plan and Renderings will be used as tools to present Smart Growth best practices in areas including land use, workforce housing, transportation, recreation, and community character. Selected sites within the City will receive focused attention to demonstrate the implications of the various Comprehensive Plan components. Alternative strategies for city-wide infrastructure, such as stormwater management and multi-modal transportation networks, will be incorporated into the overall plan.

2.2.2.c Developing the Preliminary Vision for Neptune Beach

The Vision component of the Neptune Beach Comprehensive Plan serves as the foundation for the rest of the document. Our team will work with The City of Neptune Beach, the County, and the broader community to establish a concise vision for the region.

2.2.3 Work-in-Progress Presentation

At the conclusion of the Public Design Workshop, the planning team will present the work generated to date at an evening "Work-in-Progress" Presentation. At this presentation, the team will present the ideas gathered from the community throughout the week and demonstrate how these ideas help to shape a Preliminary Vision Plan for the City. The team will also present the draft Conceptual Illustrative Plans, renderings, and visualizations of the strategies for future growth and conservation

of Neptune Beach. The Work-in-Progress Presentation is not the end of the process, rather it is an opportunity to solicit feedback on the work that has been produced.

TASK 3: COMMUNITY ENGAGEMENT SUMMARY & EXISTING CONDITIONS MEMO (MAR 2020)

The compact, high energy format of the Public Design Workshop is designed to make major advances towards the creation of the Vision and Policy Plan; however, our team understands that the refinement of the plan will continue after the workshop.

3.1 Community Engagement Summary

DK&P will be responsible gathering input from the site visit and the charrette and preparing a community engagement summary report. This summary will help define the overall community vision for the future of Neptune Beach and identify the key issues to be addressed in the draft Vision Plan and later in the Comprehensive Plan update and LDC update as well.

3.2 Assessment of Previous Plans & Existing Conditions Memo

Following the charrette, the team will revise and enhance the initial review of previous plans and the initial existing conditions analysis into a summary memo. It will catalogue the changes that have taken place in the City of Neptune Beach since the previous Comprehensive Plan and LDC, and it will describe existing land use patterns and growth management tools and how these might be updated to reflect the city's desire to encourage sustainability and adaptation to sea level rise as it refers to land uses, transportation, infrastructure, housing, including affordable housing and infill development, conservation, recreation and open space, capital improvement, and intergovernmental coordination.

3.3 Vision Plan Annotated Outline

DK&P will produce a detailed annotated outline of the Vision Plan document. This outline will include a selection of big ideas, as well as a list of illustrations, maps, and figures to be included. DKP will also include a description of key concepts and approaches to be highlighted throughout the document which serve to address the community's top priorities and key issues identified in the existing conditions analysis. These key concepts and strategies will later be detailed out as goals, objectives and policies during Phase 2: Comprehensive Plan Update.

TASK 4: DEVELOPMENT OF THE VISION PLAN (APR-JUN 2020)

The team will build upon the work of the charrette to produce a compelling and highly visual document that presents the community's ideal future vision for Neptune Beach.

4.1 Refinement of the Illustrative Plans and Renderings (up to 8 "before and after" visualizations)

The planning team will refine the Conceptual Illustrative Plans and Renderings created during the charrette to be utilized throughout the Neptune Beach Vision Plan document. These graphics will clearly demonstrate and guide the development, redevelopment, resilience, and conservation principles established for Neptune Beach.

4.2 Draft Vision Plan

DK&P will take the big ideas that were established during the public process and further develop them to form a detailed vision of the future Neptune Beach. Based on previous vision plans, the topics that will be most highlighted in the document are community character (i.e. land use and

urban form), mobility and street design, historic preservation, and resilience/sustainability. The Conceptual Illustrative Plan and Renderings will be integrated into the Comprehensive Plan and will help to make the Neptune Beach Comprehensive Plan an easy to understand document. Making the Plan more accessible will increase its usability and help achieve the Vision established by the community.

4.3 Presentation of Draft Vision Plan (Trip 4 – 1 day)

A DK&P principal and project manager will return to Neptune Beach for a 1-day trip to present the Draft Vision Plan to the community in either an informal meeting or large public presentation. This presentation will include an overview of community input to date as well as a detailed review of the Vision Plan document. This event will launch the public comments period for the Draft Plan.

TASK 5: FINAL VISION PLAN & PRESENTATION (JUL 2020)

In Task 5 of the project, the team will work with the City of Neptune Beach and the County to review, revise, and present the work products for the Neptune Beach Vision Plan.

5.1 Draft Vision Plan Review

The City of Neptune Beach, the public, and other stakeholder groups will have adequate time (up to six weeks if no other timeline is approved at the beginning of the project) to review and submit comments. DK&P will provide and advertise a form-submission on the project website for people to submit their comments on the Draft Vision Plan. At the end of the comment period, the City of Neptune Beach will provide the consultants with a set of consolidated comments from City Staff, leaders, and stakeholders, and will participate in a WebEx meeting to review these comments.

5.2 Revisions & Final Vision Plan Submittal

The consultant team will make revisions based on the consolidated comments. Revisions will include updates to the illustrations, big ideas, and key concepts. The team will then submit a final version of the Neptune Beach Vision Plan to the City of Neptune Beach for final review and adoption.

5.3 Approval Meetings and Optional Public Presentation (Trip 5 – 1 day; separated from fee total)

A DK&P principal and project manager may return to Neptune Beach for a 1-day trip to present the final Neptune Beach Vision Plan to the community and stakeholders in either an informal meeting or public hearing. This presentation will include a summary of what has changed since the draft, as well as an explanation of how this Vision Plan will inform Phases 2 and 3 of the project. A local team member from WGI will be available to attend Planning Commission & City Council approval meetings.

LIST OF FINAL WORK PRODUCTS (AS DESCRIBED IN PHASE 1)

Task 1 Deliverables

1. *Project Kick-off Meeting*
2. *Public Outreach and Participation Plan*
3. *City of Neptune Beach Communication Materials (Website, Flyers, Postcards, etc.)*
4. *Initial Site Visit and Kick-Off Presentation*

Task 2 Deliverables

1. *Charrette Materials*
2. *Public Design Workshop Part 1 & 2*

- a. Neighborhood Design and Input Sessions*
- b. Evening Community Involvement Session*
- c. On-site Design Studio*
- d. Technical and Stakeholder Meetings*

Task 3 Deliverables

- 1. Scanned Charrette Input/Results and PowerPoints (as presented)*
- 2. Community Engagement Summary Report*
- 3. Review of Previous Plans & Existing Conditions Memo*
- 4. Vision Plan Annotated Outline*

Task 4 Deliverables

- 1. Draft Vision Plan*

Task 5 Deliverables

- 1. Vision Plan (one original unbound copy, fifteen (15) bound copies, and a digital copy)*
- 2. PowerPoint Presentation to Council and Planning Commission*

PHASE 2: COMPREHENSIVE PLAN UPDATE

TASK 1: NEEDS ASSESSMENT & COMPREHENSIVE PLAN FRAMEWORK (AUG 2020)

Task 1 will include an assessment of the existing Comprehensive Plan, which will determine what additional meetings and information are needed to make the necessary updates to the Comprehensive Plan. This task will also establish the draft Comprehensive Plan framework. Task 1 is intended to include an evaluation and appraisal review and shall include, in conjunction with the City, preparation of the required notice pursuant to sec. 163.3191, Fla. Stat. If, as part of the evaluation and appraisal review, it is determined that substantial new plan components or work outside those tasks otherwise anticipated under this agreement are required to comply with state mandates, then Consultant will make City aware of this and change orders and/or additional costs may be incurred by the City, subject to approval by the City.

1.1 Phase 2 Project Kick-Off Meeting

At the start of the project, the team will schedule a WebEx meeting with the City of Neptune Beach to review any additional base information needs, identify additional stakeholders, and to develop a detailed schedule for the creation of the Neptune Beach Comprehensive Plan update.

1.2 City of Neptune Beach Communication Materials (Updates)

DK&P will make any necessary updates to the project website and communication materials for this next phase of the project, including updating upcoming events, posting new relevant and educational information and ensuring that all Phase 1 deliverables have been uploaded for the public to access.

1.3 Existing Comprehensive Plan Assessment

The team will undertake a high-level assessment of Neptune Beach's existing Comprehensive Plan. This assessment will identify where additional and updated information should be included, as well

as outlining which goals, objectives, and policies should be amended to reflect current best practices, community priorities, and new environmental and economic realities. The purpose of this assessment is to provide direction to City Staff, who will be leading the Comprehensive Plan updates.

1.4 Comprehensive Plan Annotated Outline

DK&P will produce a high-level annotated outline of the updated Comprehensive Plan document, based on the existing Comprehensive Plan Assessment and public input from Phase 1. This outline will include a list and description of the Comprehensive Plan elements to be included, as well as a list of key ideas from the Vision Plan that should inform objectives and policies in each of the elements, and a list of maps and figures to be included.

1.5 Additional Stakeholder Meetings (up to 6) and Supplemental Data Collection (Optional task, separated from fee total)

As determined in the Existing Comprehensive Plan Assessment it will likely be necessary to reach and engage with additional stakeholders who were not as closely involved in the Vision Plan Process, such as the Duval County Public School Board, COJ Storm Resiliency & Infrastructure Development Review Committee, and the COJ Office of Economic Development, to name a few. Up to six (6) additional stakeholder meetings and interviews have been scoped. These may be conducted as phone calls with a local team member from WGI available to attend in person. It may also be necessary to collect and review additional base information as a result of these meetings.

TASK 2: PREPARE COMPREHENSIVE PLAN UPDATE & REVIEW (SEP – NOV 2020)

The City of Neptune Beach will lead the effort to update the City's Comprehensive Plan. The DK&P Team will provide support to City Staff, reviewing plan elements as they are drafted and participating in an internal workshop to refine the Draft Comprehensive Plan.

2.1 Review & Support the Draft Comprehensive Plan Update

DK&P will support City Staff as they update the Comprehensive Plan. The team will be available to answer questions and will review and revise plan elements as they are prepared. Additionally, the DK&P Team can help draft key pieces of and produce visuals for the Land Use and Mobility Elements. The team will work with staff to incorporate the conceptual illustrative plan, renderings, and big ideas from the Phase 1 Vision Plan into the Comprehensive Plan, ensuring that the document is as visual and easy to understand as possible.

The plan should include the following elements in accordance with Florida Department of Economic Opportunity (referred to as "Florida DEO" or "The Department"):

- Future Land Use Element
- Transportation Element
- Housing Element
- Infrastructure Element
- Coastal Management & Conservation Element
- Recreation & Open Space Element
- Intergovernmental Coordination Element
- Capital Improvements Element

- Public Schools Facilities Element
- Optional Elements:
 - Community Design (can be folded into Future Land Use Element)
 - Arts, Culture and Historic Preservation
 - Climate Resilience and Adaptation (can be folded into the Coastal Management & Conservation Element)
 - Economic Development

2.2 Internal Workshops #1 (Trip 6 – 2 days)

Following the submittal of the first internal draft of the Comprehensive Plan Update, a DK&P principal, project director and town planner, as well as a local team member from WGI will lead an on-site 2-day workshop to review and discuss the first draft of the Comprehensive Plan. City staff, stakeholders, and community leaders will join the consultant team to review and discuss revisions to the goals, objectives, and policies. The first day will focus exclusively on the Land Use and Transportation elements, as these two typically need the most time to review, whereas day two will focus on all the remaining elements.

2.1 First Round of Revisions

Following Internal Workshop #1, City Staff will revise the Comprehensive Plan to address any concerns or recommendations raised during the workshop. The DK&P Team will review these revisions and make any changes to plan maps or visuals that they produced for the first draft.

2.3 Optional Internal Workshops #2 & Public Presentation (Trip 7 – 2 days; separated from fee total)

Following the submittal of the second draft of the Comprehensive Plan Update, the city may request that the DK&P Team return for another 2-day workshop to review and discuss the Comprehensive Plan. Depending on the extent of revisions to the first draft and the consensus around land use and transportation policies in particular, it may be beneficial to include a second set of workshops to review the plan elements and establish final recommendations.

TASK 3: FINAL COMPREHENSIVE PLAN UPDATE & ADOPTION (DEC 2020)

The City of Neptune Beach will lead the effort to finalize the City's Comprehensive Plan and take it through the adoption process. DK&P will provide support to City Staff, reviewing any updates to plan elements.

3.1 Second Round of Revisions and Final Draft Comprehensive Plan Update

Following Task 2.3, City Staff will compile all public comments at the end of a pre-determined comment period, together with feedback gathered at the internal workshops, and make another round of edits to the Comprehensive Plan. The DK&P Team will review these revisions and make any final refinements to maps or visuals that they produced for the draft. This final draft will be submitted to the City for adoption hearings.

3.2 Public Adoption Hearing #1 and State Transmittal (Optional Task; separated from fee total)

The City of Neptune Beach will announce and conduct a public hearing to adopt the proposed Comprehensive Plan amendments. A local team member from WGI can attend this initial adoption hearing and the DK&P Team can also be available to assist in producing meeting

materials ahead of the hearing. The City of Neptune Beach will then have ten (10) working days to transmit the proposed amendments to the State Land Planning Agency and review agencies.

3.3 State Agency Comments & Final Round of Revisions

Following the proposed plan amendments transmittal, state agencies will have thirty (30) days to send comments back to the City of Neptune Beach. City Staff, with the help and guidance of the DK&P Team, will then make one final round of revisions to the Comprehensive Plan Update.

3.4 Public Adoption Hearing #2 and Submittal of Adopted Comprehensive Plan Amendment Package (Optional Task; separated from fee total)

Once comments have been received from the state agencies, the City of Neptune Beach will have up to 180 day to schedule a second public hearing. The purpose of this hearing is to adopt the final Comprehensive Plan Amendments. DK&P can be available to produce meeting materials for this hearing and a local WGI team member can also be available to attend. Once the amendments have been adopted, the City will have ten (10) working days to package the amendments and send to the State Land Planning Agency and any other agencies that provided comments.

LIST OF FINAL WORK PRODUCTS (AS DESCRIBED IN PHASE 2)

Task 1 Deliverables

- 1. Project Kick-off Meeting*
- 2. City of Neptune Beach Communications (Website Updates & Marketing Materials)*
- 3. Existing Comprehensive Plan Assessment Memo*
- 4. Comprehensive Plan Update Annotated Outline*

Task 2 Deliverables

- 1. First Draft Comprehensive Plan Update*
- 2. Internal Workshop #1*
- 3. Second Draft Comprehensive Plan Update*
- 4. Internal Workshop #2 (optional)*
- 5. Public Presentation of Draft Comprehensive Plan Update*

Task 3 Deliverables

- 1. Final Draft Comprehensive Plan Update*
- 2. PowerPoint/Meeting Materials for Public Hearings 1 and 2*
- 3. Final Comprehensive Plan Amendments*

PHASE 3: LAND DEVELOPMENT CODE (LDC)

TASK 1: ANALYSIS & CODE FRAMEWORK (FEB-MAR 2021)

1.1 Phase 3 Project Kick-Off Meeting

At the start of phase 3, the DK&P Team will schedule a phone call with the City of Neptune Beach to review any additional base information needs, identify additional stakeholders for the coding

process, strategize on the format of the two public design workshops, and refine a detailed schedule with key deliverables and milestones for the creation of the Land Development Code (LDC) updates.

1.2 Neptune Beach Communication Materials (Updates)

The city's main website can be used as the projects website to continue to inform residents of key dates and events as well as be a place to find maps, renderings, information from public meetings and other project updates. Alternatively, the team can keep updating the Vision Plan and Comprehensive Plan project website created during Phases 1 and 2 to announce the Phase 3 process and post new materials. DK&P will continue to assist the City with the creating of flyers, mailers and press releases as needed, which will be distributed to the community by the City.

1.3 Creation of Base Maps

DK&P will create key analysis maps during the code process related to land use, zoning, environmental conditions and future character areas. DK&P will create a base map/series of base maps to be used for mapping discussions throughout the workshops and coding process.

1.4 Code Framework Workshops (Trip 8 – 3 Days)

We want to keep the positive success of the Vision and Comprehensive Plan moving forward and explain the next steps to the community. On a mutually agreeable date, the DK&P Team will travel to Neptune Beach to conduct a three-day work session on-site with the community. We believe this step, working on-site for a short period of time, is a “must-do”; it will allow for close collaboration with City staff in determining the format and elements to be included in the new LDC updates, as well as allow for community and stakeholder input early in the code drafting process.

The workshop will likely include the following components:

1.4.1 Code Framework Meeting

The DK&P Team will meet with City staff to define key parameters of the code. This discussion will include topics such as which area/s to focus the rezoning effort in the city, how to use the character areas mapped during the Comprehensive Plan to infuse form-based design parameters appropriately, what framework is best for the administration section, how various development criteria found in multiple regulations will be folded into the LDC updates, and how each of those sections will relate to one another.

These discussions can and should begin prior to commencement of travel to Neptune Beach for the charrette, allowing the consultant and staff to lay the foundation for the work to be produced while on-site. A meeting will take place at the beginning of the charrette, ensuring that efforts continue to reinforce and strengthen prior work.

1.4.2 Evening Community Involvement Session

In the evening of day one of the workshops, DK&P will lead a Community Involvement Session. The event will begin with an educational segment to explain the basics of form-based codes and land development regulations. This includes what they are, how they work, and successful case studies compared to the existing regulatory system in Neptune Beach.

Following the presentation, the team will work with the community on interactive exercises such as interactive synoptic surveys and measuring and recording key dimensions such as

setbacks, street widths, and building height for applicable precedent blocks and streets. This helps participants to understand the urban design metrics of desirable development forms that could become part of the code. Although one of the main goals of this session is to educate, we are also listening for community concerns and areas of confusion so that we can tailor our work and our presentations to answer the community's questions and address their concerns.

1.4.3 Technical Meetings and Stakeholder Meetings

The team will lead meetings with City staff from multiple departments and local experts to gain technical feedback on important issues. Meetings will be also held with key stakeholders such as business groups, neighborhood groups, civic leaders, property owners, and developers.

1.4.4 Building the Code Framework

Based on discussions prior to the charrette, city staff meeting, community involvement session, and technical meetings, our team will build the framework of the Land Development Code updates. This will begin with the creation of an outline identifying sections to be included in the ordinance or overlay and how they interact with one another. Then sections of the code will begin to be filled in. This is a detailed process that often takes place over longer periods of time. Developing this on-site, in close coordination with City staff allows for great advancements.

1.4.5 Mapping & Visuals

Beginning with defining Future Character Areas and existing zoning areas will begin to be mapped for their appropriate form-based designation. The Future Character areas define the general character of a place, this mapping will be more refined. The metrics and regulations for the form-based designations will also be defined based on the existing conditions while allowing new forms or building types that fit in with the surrounding character and context.

1.4.6 Code-In-Progress Meeting

At the end of the 3-day workshop, a public code in progress meeting will be held. This event will highlight the advancements made throughout the week and present the outline for the Land Development Code.

TASK 2: DRAFTING THE LAND DEVELOPMENT CODE (APR-JUL 2021)

The scope for Task 2 assumes that only a finite portion of the city will be subject to a Land Development Code update. The work described below and the associated fee for these tasks does not cover a full code-re-write or the creation of a brand new Unified Development Ordinance for the entire city.

2.1 Land Development Code First Draft

Following the on-site Code Workshop, our team will draft the code elements that promote quality development, sustainability practices, innovative techniques and design, market directives, emerging trends, energy efficiency provisions, and incentives all consistent with the Comprehensive Plan, community vision, and code framework.

The LDC update, which will be limited to a finite area of Neptune Beach where change is most desirable and likely to happen, will be written in a way that is comprehensive and straight-forward. It will be illustrated with extensive use of graphics to make it easy for the public and staff to interpret and use. Inconsistencies and concerns with the existing code will be resolved. The draft will likely include form-based elements, as well as Administration, a Regulating Plan, Urban (building

form) Standards, Public Space Standards, Use Standards, General Standards, Landscape Standards, and Street Standards.

Periodic WebEx meetings will be scheduled with City staff to evaluate progress on the draft code.

TASK 3: REFINING THE LAND DEVELOPMENT CODE (AUG – OCT 2021)

3.1 Code Testing (*Code Testing Shall occur prior to the Code Workshop so results can be Illustrated*)

The First Draft of the LDC updated shall be tested. In coordination with the City, multiple sites throughout Neptune Beach will be selected and tested to ensure the desired built results are achieved. Selected sites will be illustrated with existing conditions, what is allowable under the current code and a best- and worst-case scenario of development that can be achieved under the new code.

3.1 Code Workshop: Pin-Up of Draft Code (Trip 9 – 2 days)

On a mutually agreeable date, the team will return to Neptune Beach to conduct the two to three-day workshop on-site with the community to present the first draft of the code to the community at a second Code Workshop. Although all of the elements will be in place, the LDC should be considered no more than 80% drafted at this time so people understand that it is not done and there is time to make revisions if something is not right or not clearly understandable.

The workshop will likely include the following components:

3.1.1 Public Presentation

The DK&P Team will present the draft ordinance to the community. The presentation will walk people through the elements of the ordinance, highlighting how the LDC differs from existing regulations including streamlined development processes, how form instead of use takes precedent, and how inconsistencies or repetitive portions of the code have been resolved. The presentation will be interactive and an opportunity to ask questions will be provided.

3.1.2 Open House

While in Neptune Beach, the *First Draft* of the LDC update along with boards illustrating key elements of the code will be on display and members of the DK&P Team will be on hand to answer and questions or concerns members of the community may have. This, along with the public presentation of the code will be opportunities for the community to see the elements of their LDC rather than generally how they work, and ensure they meet the needs of Neptune Beach. All materials available during the Open House will be posted to the website.

3.1.3 Technical Meetings and Stakeholder Meetings

The DK&P Team will meet with the same technical and stakeholder groups engaged during the Code Framework Charrette as well as any additional groups identified during the drafting of the code. The intent of these meetings is to ensure that they understand the ordinance, its elements, and a first opportunity to provide feedback on the code.

3.3 Review of Public Comments

The City and community will be given adequate time to review and provide comments to the *First Draft* of the LDC update. A comment period will be pre-determined by City staff. Although our document will be as clear and concise as possible, it may still take some time to fully understand the implications and results that the code will produce. Although adequate time will be given, we urge

that not too much time pass to for the City to provide feedback and comments so that momentum for the creation of the code is not lost.

DK&P requests that a consolidated set of comments be provided in a timely manner so that conflicting notes can be resolved. We can assist in this process of identifying conflicts as needed.

3.4 Code Revisions & Final Draft Land Development Code

The DK&P Team will provide one round of revisions to the draft code based on the consolidated comments received and what was learned through the Code Testing.

TASK 4: APPROVAL PROCESS (NOV – DEC 2021)

Our team will be available to support staff in the approvals process, including participation at meetings with Commissions, Council, or other approvals bodies, and final document revisions.

4.1 Presentation of the Final Draft LDC (Trip 10 – 1 day)

Once the ordinance has been revised the *Final Draft* will be presented to the community. The format for this presentation can be a special public meeting or a regularly scheduled public meeting.

4.2 Final Document Revisions

DK&P will provide up to two additional rounds of revisions based on comments received from the City either before or during the approval process.

4.3 Public Hearing Presentations

A local team member from WGI shall attend meetings with the Planning Commission and City Council as needed to obtain approval of the LDC. DK&P will provide any necessary meeting materials ahead of time to facilitate and promote these meetings.

4.4 Optional Staff Training (Trip 11 – 1 day; separated from fee total)

Numerous departments will be responsible for implementing and enforcing the LDC. DK&P will be available to conduct or provide materials for a series of training workshops. These workshops should be focused at a minimum toward staff that will be responsible for administering the code and approving applications as well as toward code enforcement staff.

SUMMARY LIST OF FINAL WORK TASKS AND DELIVERABLES (AS DESCRIBED IN PART A)

Task 1 Deliverables

1. *Internal Kick-off Call*
2. *Neptune Beach Communications (Website Updates & Marketing Materials)*
3. *Base Maps & Code Workshops Materials*
4. *Code Framework Charrette*
 - a. *Code Framework Meeting*
 - b. *Community Involvement Session*
 - c. *Technical & Stakeholder Meetings*
 - d. *Building the Code Framework*

- e. *Mapping & Visuals*
- f. *Code-In-Progress Meetings*

Task 2 Deliverables

- 1. *First Draft of the Code*

Task 3 Deliverables

- 1. *Code Refinement Workshop*
 - a. *Public Presentation of the Code*
 - b. *Open House*
 - c. *Technical Meetings & Stakeholder Meetings*
- 2. *Code Testing*
- 3. *Final Draft of the Code*

Task 4 Deliverables

- 1. *Presentation of the LDC*
- 2. *Final LDC*
- 3. *Public Hearing Presentations*
- 4. *Staff Training (Optional)*

Responsibilities of the City

The Comprehensive Plan and development code are the DNA that creates the City. City staff is responsible for administering the rules and regulations within the Code. As such, City staff that will be working with the Comprehensive Plan and Code should fully understand them. They must understand both the written standards within the Code, as well as the intent behind them.

As a start, our team will work collaboratively with the City, listening to your needs, to determine the best format for all deliverables to take. We will build the framework for the Comprehensive Plan and Code based on this as well as our knowledge of the City and deficiencies in the existing policies and land development regulations as identified by the assessment of existing plans and policies. The City can make sure that we get it right.

Once the Framework is in place and agreed upon, the City can determine the level of involvement they want us to take on. We can be responsible for all edits and ensuring it makes through the adopting process, or the City can take on that lead role and walk it through the adoption process. Ultimately, it must be a Comprehensive Plan and Code that City staff supports and understands.

With that in mind we request that the City be prepared to provide the following support and data:

- A. To facilitate communications, the City should provide a single point of contact for logistical needs for the DK&P Team.
- B. The City will provide supplementary information or technical assistance that may be requested during the course of the project. We anticipate working closely with City staff to ensure the first draft is as close as possible to a final product. As such we anticipate utilizing the City's knowledge of what has and has not worked in the past and how far the City is comfortable with in pushing boundaries to build in the smoothest development process that achieves the desired results throughout the City.

- C. The City will be responsible for providing a unified set of comments to draft deliverables within an agreed time frame. An adequate amount of time will be provided so that all departments have an opportunity to review and understand the Ordinance from the metrics to the administrative processes.
- D. Relevant City staff (Planning Department as well as representatives from the Building, Engineering, Public Works, and Zoning Departments) will attend and participate in project meetings.
- E. The City is anticipated to provide relevant base data and information including editable files (if available) of all existing codes and ordinances to be incorporated into the Land Development Code and any relevant GIS information that has been updated since 2017. Upon commencement of the Project, the City shall provide the Consultant with the above information. The City represents to the Consultant that it may depend upon the accuracy and completeness of the information so provided. In accordance with the Scope of Services, the Consultant requests that the City provide the following Base Information:
 - a. RELEVANT EXISTING REGULATIONS, particularly regulations that are intended to be incorporated into or replaced by the Land Development Code including the subdivision, zoning, streets and sidewalks, traffic, trees and landscape standards.
 - b. ANY OTHER RELEVANT DATA, including pertinent portions of previous local zoning approvals, covenants, and previous site studies, traffic studies, infrastructure studies, market feasibility studies, historical background, etc.
- F. The City is anticipated to provide public outreach throughout the project. This includes identifying key stakeholders, contacting stakeholders to coordinate attendance at meetings and workshops, and the printing and distribution of materials to promote public events. The DK&P Team can provide assistance in the creation of materials to distribute as described within the Work Program.
- G. The City will be responsible for distribution of draft code materials both internally and for community / stakeholder review, including the printing of hard copies and maintaining / updating a project website.
- H. The City will be responsible for scheduling and securing meeting spaces for project meetings and presentations including public events.
- I. In order to conduct a successful Charrette/Workshop process:
- J. The City will identify additional table facilitators as needed for the Hands-on Coding Workshop. The additional facilitators may be members of City staff or volunteers from the community. The Consultant team will provide at least four (4) facilitators and will provide a briefing/ instruction for all new facilitators. There should be one (1) facilitator per every ten (10) attendees to the workshop.
- K. The City will provide meeting spaces for Charrette/Workshop events, including meeting rooms, presentation rooms, and studio workspace.
- L. The City will provide necessary refreshments for all public involvement events.
- M. The City will provide for video recording of all public meetings and workshops, if desired.

- N. The City should make every effort to ensure the attendance of a majority of elected officials and stakeholders at Charrette/Workshop presentations.
- O. The City will promptly tender payment to Consultant of all valid invoices.

EXHIBIT B
COMPENSATION

- A. **Professional Fees.** The Client shall compensate DK&P for professional services rendered in the performance of this Scope of Services or in the service of the City.

Flat Fee. The City shall make payment to the Consultant of professional fees in the amount of Four Hundred Fifty-two Thousand One Hundred and Ten Dollars (**\$452,110**) for the completion of the work in the Scope of Services. The fee does not include reimbursable expenses advanced either in the performance of the Scope of Services or in the service of City.

Fees by Project Phase:

- Phase 1 – \$250,440
- Phase 2 – \$50,570
- Phase 3 – \$151,100

Additional work will be authorized in writing based on an agreed upon lump sum fee in the form of a service order.

- B. **Reimbursable Expenses.** Reimbursable expenses for the scope of work have been estimated at Thirty Thousand Dollars (\$30,000) for Phases 1 and 2 only. Phase 3 reimbursables will be estimated upon the completion and delivery of Phase 2. Consultant may seek authorization prior to exceeding this budgeted amount. Although Consultant will seek Client's authorization prior to incurring any extraordinary expenses, Consultant considers ordinary expenses to include the following:

1. Reproduction expenses, such as printing, photocopying, and digital storage supplies;
2. Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
3. Travel expenses including airfare, ground transportation, and food costs;
4. Any other limited miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for the Project or in the service of the Client.
5. Expenses of any additional insurance limits or coverage, including professional liability insurance requested by the Client beyond present coverage.
6. The city is responsible for the cost of any items not listed including the rental of spaces, mailers, and banners.

- C. **Changes to the Scope of Work.** Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate.

- D. **Additional Services.** Additional services that Client may authorize, and which Consultant has not expressly agreed to provide, unless subject to a written Change Order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to Client at the hourly rates indicated below in Section D of this Article. Consultant will present Client with a monthly invoice for

additional fees whenever additional services have been provided.

Total Optional Tasks (not included in the professional fees above) - \$40,250

- Phase 1: Task 5.3.3 Public/Stakeholder Presentation (Trip 5, 1 day) – \$6,780
- Phase 2: Task 1.5 Additional Stakeholder Meetings & Data Collection – \$7,510
Task 2.4 Internal Workshops #2 (Trip 7, 2 days) – \$14,180
Task 3.3 Public Adoption Hearing #1 & State Transmittal – \$780
Task 3.3 Public Adoption Hearing #2 & Package Submittal – \$780
- Phase 3: Task 4.4 Staff Training (Trip 11 – 1 day) – \$10,220

Additional work will be authorized in writing based on an agreed upon lump sum fee in the form of a service order.

~~E. **Reimbursable Expenses.** Reimbursable expenses for the scope of work for have been estimated between Thirty five Thousand Dollars and Forty five Thousand Dollars (\$35,000 – \$45,000) in addition to the overall flat fee. Consultant may seek authorization prior to exceeding this budgeted amount. Although Consultant will seek Client's authorization prior to incurring any extraordinary expenses, Consultant considers ordinary expenses to include the following:~~

- ~~7. — Reproduction expenses, such as printing, photocopying, and digital storage supplies;~~
- ~~8. — Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;~~
- ~~9. — Travel expenses including airfare, ground transportation, and food costs;~~
- ~~10. — Any other limited miscellaneous or out of pocket expenses reasonably contemplated by the scope of services for the Project or in the service of the Client;~~
- ~~11. — Expenses of any additional insurance limits or coverage, including professional liability insurance requested by the Client beyond present coverage;~~
- ~~12. — The city is responsible for the cost of any items not listed including the rental of spaces, mailers, and banners.~~

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~~F.E. **Changes to the Scope of Work.** Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate. The Parties agree that the City may elect for certain matters contained in the scope in Exhibit A to be performed by City employees and that in such case the flat fee described above shall be adjusted to equitably address any reduction in overall scope of the project to be performed by Consultant.~~

~~G.F. **Additional Services.** Additional services that Client may authorize, and which Consultant has not expressly agreed to provide, unless subject to a written Change Order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to Client at the hourly rates indicated below in Section D of this Article. Consultant will present Client with a monthly invoice for additional fees whenever additional services have been provided. Notwithstanding, Consultant agrees that its professionals shall be made available, at the hourly rates provided in the rate schedule below, to serve as expert witnesses in the event of any legal challenge to the~~

Comprehensive Plan, revised Land Development Regulations, or any other items developed and adopted pursuant to this Agreement.

H.G. Hourly Rate Schedule. Dover, Kohl & Partners (DK&P) typically provides consulting services for a fixed fee based on contract specifications and budget recommendations. Overall fees are based on hourly rates, which include direct costs, overhead, and labor. When requested to provide consulting services at an hourly rate as a sub-consultant or pursuant to an agreement for continuing services, such rates are determined according to the following rate schedule of hourly fees:

Table B.2 – Hourly Rate Schedule

Firm	Position	Hourly Fee
Dover, Kohl & Partners	Founding Principal	\$375
	Project Director	\$150
	Illustrator	\$140
	Town Planner/Urban Designer	\$110
	Intern	\$55
WGI	Vice President	\$230
	Senior Planner	\$150
	Planner	\$120
Hall Planning & Engineering	P.E. and Principal-in-Charge	\$240
Spikowski Planning Associates	Principal-in-Charge	\$200
	Planner	\$90

DK&P and its sub-consultants review hourly rates each calendar year and reserve the right to modify rate schedules at such time. DK&P will provide written notification in advance of any such change.

The above rate schedule of hourly fees does not include reimbursable expenses, all of which would be itemized and separately billed. Reimbursable expenses include all actual expenses incurred in the ordinary course of completing a project or in the service of the Client.

H.H. Payments. The Consultant shall submit monthly invoices to the City for professional services rendered to date on a monthly basis. As the services are provided on a flat fee basis, monthly invoices shall be based on a proration of the percentage of the work for the respective Phase completed during the prior month. Such invoices shall be paid in full promptly upon receipt.

H.I. Late Payments. All invoices are due upon receipt. An additional monthly charge of one and one-half (1.5%) percent will be assessed on invoices remaining unpaid for more than thirty (30) days.