



AGENDA
Special and Workshop City Council Meeting
Tuesday, February 16, 2021, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
- PH 2. First of Two Public Hearings—Development Agreement between City of Neptune Beach and Neptune Beach, FL Realty LLC, for the property known as 540-580 Atlantic Boulevard (RE#172395-0130) p. 2
3. Approval of ACON Construction, Change Order #1 - Jarboe Park Improvements Phase I p. 52
4. Approval of KOMPAN Playground Equipment, Change Order # 1 - Jarboe Park Improvement Phase I p. 55
5. Approval of Ghiotto & Associates-Additional Construction Staking Costs -Jarboe Park Improvements Phase I p. 63
6. Resolution No. 2021-04, A Resolution of the City Council of the City of Neptune Beach, Florida, Opposing Florida Senate Bill 522 and House Bill 219, Which Would Preempt Regulation of Short-Term Rentals to the State; Providing for Conflicts; and Providing for an Effective Date. p. 68
7. COMMENTS FROM THE PUBLIC
8. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. DEPARTMENTAL SCORE CARD
4. COMMITTEE REPORTS
 - A. Finance, Boards and Charter Review
 - B. Land Use and Parks
 - C. Strategic Planning and Visioning
 - D. Transportation and Public Safety
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES

- A. PROPOSED ORDINANCE NO. 2021- An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 22 of the Code of Ordinances, Traffic and Motor Vehicles, By p. 71 Amending Section 22-46, Penalties; Providing for Conflicts; Providing for Severability; and Providing An Effective Date.

7. CONTRACTS / AGREEMENTS / NONE

8. ISSUE DEVELOPMENT

- A. Senior Center Timeline to Completion p. 77

9. PUBLIC COMMENTS

10. COUNCIL COMMENTS

11. ADJOURN



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

AGENDA ITEM:	Sp. Meeting Item #2-Development Agreement
SUBMITTED BY:	Neptune Beach, FL Realty LLC
DATE:	02/11/2021
BACKGROUND:	This is the first of two required public hearings pursuant to Florida Statutes Section 163.3225, for a Development Agreement between the City of Neptune Beach and Neptune Beach, FL Realty LLC, for property known 540-580 Atlantic Blvd. (RE#172395-0130), Neptune Beach, Florida.
BUDGET:	N/A
RECOMMENDATION:	Consider the attached Development Agreement at First Public Hearing on February 16, 2021
ATTACHMENT:	Development Agreement Exhibits A--F

This instrument prepared by and return to:

Jacob T. Cremer, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
PO Box 3299
Tampa, FL 33601

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2021 by and between the **CITY OF NEPTUNE BEACH, FLORIDA**, a municipal corporation of the State of Florida (the “City”) and **NEPTUNE BEACH, FL REALTY LLC**, a Florida limited liability company (together with its successors and assigns “Developer”).

RECITALS:

WHEREAS, Developer is the owner and holds fee simple legal title to that certain real property located in the City, legally described in **Exhibit A** (the “Property”); and

WHEREAS, the Property has a Comprehensive Plan future land use designation of Commercial High and is zoned Commercial C-3; and the zoning, land use, and locational characteristics of the Property support commercial development; and

WHEREAS, the Property was developed in accordance with the City’s Unified Land Development Code (the “LDC”) on or about 1977 and is currently developed as a shopping center with approximately 55,652 square feet of commercial uses, including a 29,810 square foot grocery store, which was originally constructed as an A&P grocery store and was most recently leased and occupied by Lucky’s Market; and

WHEREAS, Lucky’s Market Operating Company, LLC (“Lucky’s Market”) has declared bankruptcy and closed the grocery store on the Property, and through the oversight of the bankruptcy court plans to assign its lease to Publix Super Markets, Inc. (“Publix”) subject to the City’s approval of Publix’s occupancy of the grocery store; and

WHEREAS, the City has advised that, in order to issue approval of Publix’s occupancy of the grocery store, a variance approval is necessary, and the Developer has filed and is pursuing approval of Variance Application V20-01 (the “Variance”), and the Community Development Board has recommended approval of the Variance; and

WHEREAS, Developer plans to redevelop and improve the existing shopping center and the grocery store in order to meet the needs of Publix and existing market conditions (the “Project”), and in order to service the redeveloped shopping center and facilitate the City’s approval of Publix’s occupancy of the grocery store, the Developer will construct certain placemaking improvements (the “Improvements”); and

WHEREAS, the City has determined that the existing development and the Project, if the Variance is approved, are consistent with the City’s Comprehensive Plan, conforms to the standards of the LDC to the public including but not limited to additional retail opportunities, more efficient and safer vehicular and pedestrian circulation, and more pleasing design aesthetics; and

WHEREAS, in accordance with Section 163.3220, Florida Statutes, et. seq., the City is authorized to enter into a development agreement; and the City has reviewed and analyzed all information supplied by the Developer regarding this Agreement and acknowledges that the information supplied by the Developer is adequate and appropriate to support the approvals and relief herein; and

WHEREAS, at the conclusion of two noticed public hearings, the City approved this Agreement and authorized the Mayor and/or City Manager of the City to execute it on behalf of the City; and

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

Section 1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. **Description of Project and Proposed Uses:**

A. **Existing Uses**: The Property was developed in or about 1977 and is currently developed as a shopping center with approximately 55,652 square feet of commercial uses, including a 29,810 square foot grocery store, which was originally constructed as an A&P grocery store. After a renovation of the Property façade and stores in 2016, the 29,810 square foot store was most recently leased and occupied by Lucky’s Market.

B. **Proposed Uses:**

1. **Shopping Center**: The Property will continue to be developed as a shopping center, including to date approximately 55,652 square feet of existing commercial uses, including an approximately 29,810 square foot existing grocery store (with permitted accessory uses including a café use within the grocery store), which will be leased, renovated, and occupied by Publix upon approval of the Variance (it being understood for clarity that the Patio, as hereafter defined, is not included in the above square footage calculation). The parties agree that development other than that related to the Project and the Improvements shall be separately permitted in accordance with Section 7 of this Agreement. This Agreement does not prevent (but also does not authorize) the shopping center and grocery store from being expanded or contracted

in size, subject to review in accordance with the Variance and the LDC in accordance with Section 7 of this Agreement; in such case, the parties agree to cooperate to amend this Development Agreement as appropriate based upon the results of any review in accordance with the Variance and the LDC.

2. **Café Use:** An accessory café use is permitted to be contained within the grocery store and may be extended outside to the Patio if approved by special exception. The accessory café use permits the on-premises consumption of beer and wine as permitted under Section 4-9 of the LDC, subject to approval by all state agencies.

3. **Variance:** If approved by the City, the Variance shall be governed by the LDC as it exists at the time of approval, including but not limited to Section 27-149. The parties agree that the Variance is a development order subject to the provisions of Section 252.363, Florida Statutes. The City agrees that the Variance will not expire “by earlier council action” as long as Developer is in substantial compliance with this Agreement and that “actual construction” means any material physical work on the Property in furtherance of the Project. Until such time as the Variance runs with the land, the City agrees that the Variance shall be transferred automatically to any successor in title to the Property, as long as Developer is not in breach of this Agreement at the time of transfer of title to the Property (and if the Developer is in breach, then the variance shall be transferred at the earlier of the consent of City Council or when the default is cured). Developer may request certifications related to the Variance in accordance with Section 22 of this Agreement. Notwithstanding anything to the contrary, the Variance shall be limited to Publix’s (or any Publix affiliate’s) occupancy and shall not inure to the benefit of any other tenant except by merger or acquisition.

Section 3. **Public Facilities to Service Development.** The following public facilities are presently available to the Project and Property from the sources indicated below. Development will be governed by the concurrency ordinance provisions applicable at the time of development approval.

A. **Water.** The City will provide potable water.

B. **Sanitary Sewer.** The City will provide sanitary sewer service. Water and sanitary sewer upgrades and improvements are the responsibility of Developer.

C. **Stormwater Management.** Stormwater management and drainage facilities will be provided by the Developer. There will be no increase in impervious surface and, as a result, no change in stormwater management shall be required.

D. **Law Enforcement, Fire Protection, and Emergency Medical Service.** Law enforcement will be provided by the City. Fire protection and emergency medical services will be provided by the City of Jacksonville.

E. **Solid Waste/Recycling.** Solid waste and recycling collection services will be provided by the City.

F. **Recreation/Open Space.** All public recreation/open space facilities will be provided by the City.

G. **Transportation/Mass Transit.** The public roads and mass transit facilities serving the Project have been determined to meet the adopted level of service both before and after the traffic impacts of the Project are considered.

Section 4. **Agreements of the Developer.** Upon approval of the Agreement and satisfaction of the Conditions Precedent, as hereafter defined, Developer shall perform the following:

A. **Improvements.** Developer shall construct and maintain the following Improvements as described in **Exhibit B** and further depicted in **Exhibit C** (the “Improvements”). No deviation from Exhibits B or C shall be permitted except by amendment to this Agreement recorded in the public records of Duval County, Florida; however, the City Manager may approve minor deviations that, in his sole judgment and discretion, are not material and that do not relate to landscaping. All improvements must be maintained in a commercially reasonable manner and to reasonably minimize any costs on the City.

B. **Assurance of Completion of Improvements.**

1. **Escrow Funds to Ensure Completion of Improvements.** The parties acknowledge and agree that the City will be harmed if Developer does not complete the Improvements within a timely manner. Prior to the execution of this Agreement by the Mayor and/or City Manager of the City, Developer shall provide to the City \$1,365,000.00 in funds to be escrowed in an account maintained by the City Attorney’s law firm, Ansbacher Law (“Escrow Funds”). Once Developer completes the Improvements, as evidenced by a notice of substantial completion by the Engineer of Record and confirmation by the City Manager, such confirmation not to be unreasonably withheld, any remaining Escrow Funds shall be returned to Developer within 7 days.

2. **Binding Dates.** Developer warrants that construction of the Improvements will begin and be completed in accordance with the milestone dates identified in the schedule attached as **Exhibit D** (“Binding Dates”). The Binding Dates are subject to and shall be extended by: (i) delays due to Force Majeure, which events shall have an adverse effect on the Project and shall mean acts of God (including earthquakes, hurricanes, tornadoes and floods, epidemics and pandemics); war, terrorism or the threat thereof, insurrection, civil commotion, riots; strikes, lockouts, embargoes; fire; and any other similar occurrence, event or condition beyond the reasonable control of Developer; (ii) for the City’s delays in issuing permits for construction to occur that are not subject to Developer’s control; and (iii) for a purchase of extension, as described below in Section 4.B.3. If any Binding Date is extended, that Binding Date and any subsequent Binding Dates shall be automatically extended, and such new dates shall become the new Binding Dates. Notwithstanding anything to the contrary in this Agreement or at law, Developer agrees that this Agreement and the Binding Dates are not subject to a right of extension pursuant to Section 252.363, Florida Statutes, because a development agreement is not a permit or other authorization as defined by Section 252.363(1)(a), Florida Statutes. Developer

agrees that it shall not file or send a notification as described in Section 252.363(1)(b), Florida Statutes regarding any extension of any Binding Date or other deadline under this Agreement, and that any such notification shall constitute a breach of this Agreement. In the event of such breach, in addition to any other remedy the City may have under this Agreement, the City may place a stop work order on the construction of the Improvements until the Developer withdraws such notification, and upon a finding by majority vote of City Council that such breach occurred, the Escrow Funds shall be paid to the City as liquidated damages. This agreement regarding Section 252.363, Florida Statutes, is material consideration for the City's approval of this Agreement.

3. **Purchase of Extensions of Binding Dates.** If any of the Binding Dates are not met, Developer shall be required to purchase an extension of the Binding Date in 30-day increments. Binding Dates may be extended by purchased extension for a maximum of two years. The cost of the 30-day extensions shall escalate as follows: first 30 days: \$15,000; second 30 days: \$30,000; third and each subsequent 30 days: \$60,000. Payment shall be due in full, and may be withdrawn by the City from the Escrow Funds without further authorization from Developer, on the first day of the extension period. The City shall proceed against the Escrow Funds as liquidated damages in full satisfaction of damages owed by Developer. The City may use default as a remedy in addition to damages only after the depletion of the Escrow Funds, and pursuant to Sections 13 and 14 of this Agreement. The parties agree and acknowledge that (i) these damages constitute liquidated damages and not penalties, (ii) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (iii) the damages specified bear a reasonable relationship to, and are not plainly or grossly disproportionate to the damages that may be borne by the City, (iv) one of the reasons parties reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (v) the parties are sophisticated business parties that have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

4. **Escrow Terms.** Developer acknowledges and agrees to hold Ansbacher Law, P.A. free and harmless from any claim and/or liability including court cost and attorney's fees, that may result from the holding and/or releasing of or otherwise related to the Escrow Funds except for the negligence or willful misconduct of Ansbacher Law, P.A. Developer further agrees, if for any reason any type of dispute should occur regarding these matters, Ansbacher Law, P.A. is hereby authorized and directed to deposit all monies being held with the office of the Clerk of the Circuit Court of Duval County, Florida. Once all monies are deposited in the office of the Clerk of the Circuit Court of Duval County, Florida, Ansbacher Law, P.A. shall be released from any and all liability in the dispute.

5. **Good Faith Coordination Meetings.** In order to facilitate good faith coordination between the parties and in acknowledgement that both parties intend that the Improvements shall be completed in accordance with the Binding Dates and as described in Exhibit B and further depicted in Exhibit C, the parties shall hold regular coordination meetings ("Coordination Meetings"). Coordination Meetings shall be attended by the City Manager (who may choose to include City staff, the City Attorney, and an elected official if appropriate) and Developer's team, which shall consist of a representative of the Developer, the Developer's architect, and the Developer's engineer. The parties agree to the schedule of Coordination meetings enclosed as **Exhibit E**. In no event, excepting Force Majeure as defined in Section 4.B.2 above,

shall the Coordination Meetings be delayed without the consent of both parties in writing to a date and time certain. Developer shall have the option to accelerate the Coordination Meetings at a mutually agreeable date and time. Coordination Meetings may occur virtually, telephonically, or physically.

6. **Conduct of Coordination Meetings.** The purpose of the Coordination Meetings is to ensure regular communication and confirm that the design and specifications of the project, as developed, are consistent with this Agreement including its Exhibits. On the business day before each Coordination Meeting, Developer shall provide the City Manager with a written agenda. On the business day after each Coordination Meeting, Developer shall provide the City Manager with written minutes, which shall constitute the official record of each Coordination Meeting unless the City Manager responds by the following business day with any corrections to the written minutes. At each meeting, Developer will present the items to be reviewed as indicated on Exhibit E and in the agenda. If in the reasonable judgement of the City Manager, the information, plans, and specifications presented materially deviates from this Agreement or its Exhibits, the City Manager shall provide written objections within 9 business days of the Coordination Meeting. Within 10 business days of receipt of such objections, Developer will revise information, plans, and specifications to incorporate City Manager comments or provide necessary clarification to resolve objections in the reasonable judgement of City Manager. If Developer and City Manager cannot resolve objection, Developer shall have the option to place the issue on the next scheduled regular or special City Council meeting which can be properly noticed in order for City Council to resolve the issue, which may include directing amendment of this Agreement in accordance with statutory notice requirements. City Council's resolution of any disputes in this regard shall be final. Once construction plans have been approved by the City or the appropriate Authority Having Jurisdiction, the approved plans shall replace the corresponding Exhibits of this Agreement as the governing documents for the Improvements. Such plans shall remain on file at the City and are not required to be recorded.

Section 5. **Agreements of the City.** The City agrees to the following conditions or actions to implement this Agreement:

A. **Project Concurrency Vesting.** Because the Project consists of the redevelopment of an existing shopping center without an increase in square footage, the Project is vested against any concurrency obligations. Future changes in use not contemplated in this Agreement beyond the scope of the Project may require concurrency review.

B. **Impact and Mobility Fee Credits - Prior Use.** The Developer shall be entitled to credits or offsets associated with the prior square footage demolished and redeveloped against any fees owed for the newly constructed improvements, including but not limited to fees for transportation, water, and sanitary sewer.

C. **Publix Outdoor Dining Area.** In connection with the Proposed Use, the City acknowledges that Developer intends to grant to Publix exclusive use of that certain outdoor seating and dining area contiguous to the grocery store, if approved by the City, as conceptually depicted on **Exhibit F** attached hereto and made a part hereof (the "Patio"), for on-premises

consumption of food and beverages, including beer and wine. The City hereby acknowledges this intended use and will require separate review and approval of a special exception application.

Section 6. **Permits Required.** The development permits that have been approved or may be needed to be approved for the redevelopment of the Property include:

- A. City site and construction plan approvals;
- B. Plat or subdivision approvals, including infrastructure construction plan approval;
- C. City Right-of-Way use permit;
- D. City building permits and sign permits;
- E. FDOT permits, as applicable;
- F. All applicable approvals for opening and operating a café and for on-premises consumption of beer and wine; and
- G. Other City, County, State or Federal permits, as may be required by law.

Section 7. **Applicable City Ordinances and Codes.** In accordance with Section 163.3233, Florida Statutes, all City Codes, policies, charter provisions, and ordinances governing the development of the Project and Improvements upon the date of execution of this Agreement shall continue to govern the development of the Project until the expiration of this Agreement, including relevant provisions of the City's Comprehensive Plan and height restrictions outlined in the City's Charter, for 20 years, with the opportunity for extensions. Notwithstanding anything in this Agreement, the Property may at any time be redeveloped in accordance with the then-existing Comprehensive Plan and LDC provisions subject to the City's standard approval process.

Section 8. **Effect of Development Agreement.** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 9. **Disclaimer of Joint Venture.** Developer and City represent that by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between City and Developer, or between either and any third party. While engaged in carrying out and complying with the terms of this Agreement, Developer is an independent principal and not a contractor for or an officer or employee of City. Developer shall not at any time or in any manner represent that it or any of its agents or employees are employees of City.

Section 10. **Successors in Interest.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. Developer, in its sole discretion, shall have the right to make a conveyance or and

assignment of its interest in the Property to a successor, in which all rights and obligations of the Developer hereunder shall be assigned to and assumed by the successor, and Developer shall thereafter have no further obligations under this Agreement. This Agreement shall constitute a covenant running with the land for the duration hereof and shall be binding upon Developer and upon all persons deriving title by, through or under said Developer and upon its assigns and successors in title. The agreements contained herein shall benefit and limit all present and future developers of the Project and the City for the term hereof. The covenants and restrictions required herein shall be of the duration expressed herein.

Section 11. **Amendments.** The parties acknowledge that this Agreement may only be amended by mutual consent of the parties subsequent to execution (or their successors in interest), in accordance with Section 163.3237, Florida Statutes. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by City and Developer, in accordance with the Code. If subsequent modifications to this Agreement are necessary to achieve the ultimate Project development, the City agrees not to require any additional commitments of land, money, or other exactions, or to impose any additional conditions of development approval, as long as the Project development is in conformance with this Agreement, except that the City may require the Developer to pay all costs incurred in complying with legal requirements pertaining to the adoption of any such modification.

Section 12. **Recording of this Agreement.** The City Clerk shall, no later than fourteen (14) days after this Agreement is entered into by the City as described below, cause this Agreement to be recorded with the Clerk of the Circuit Court for Duval County. The Developer shall bear the expense of recording this Agreement.

Section 13. **Notices.** All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by email transmission to the office for each party indicated below. Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, on the third day following deposit in the United States mail, certified mail, return receipt requested, or on the day of email transmission. The parties may change the addresses set forth below (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

To the City: City of Neptune Beach, City Manager
 Stefan Wynn
 116 First Street
 Neptune Beach, FL 32266-6140
 Email: cm@nbfl.us

With a copy to: City of Neptune Beach, City Attorney
 Zachary Roth, Esq.
 8818 Goodbys Executive Drive
 Jacksonville, FL 32217
 Email: Zachary.Roth@ansbacher.net

To the Developer: Neptune Beach, FL Realty, LLC
TLM Realty Corp.
Attn: Ronald Oehl
Attn: Andrew Greene
295 Madison Ave, 37th Floor
New York, NY 10017
Email: Roehl@tlmltd.com
Email: agreene@tlmltd.com

With a copy to: Jacob T. Cremer, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, FL 33602
Email: jcremer@stearnsweaver.com

Section 14. **Default.** In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same pursuant to this Agreement. The defaulting party shall have thirty (30) business days from the receipt of such notice to cure the default or commence to cure if longer than thirty (30) business days is reasonably required to cure such default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure or commence to cure such default, the non-defaulting party shall be entitled to pursue its remedies available at law or equity once pre-suit mediation is completed. In any suit under this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including without limitation the fees and costs related to pre-suit mediation and any appeals. Notwithstanding the foregoing, if Developer defaults under this Agreement, the City hereby acknowledges and agrees that the approved Variance will not be affected by such default except as expressly otherwise provided in Section 2.B.3 of this Agreement. The parties agree that specific performance is an available remedy for breach of this Agreement; if the City requests such remedy and a court declines to enforce it for any reason, then the parties agree that the City is authorized to enter upon the Property to complete the Improvements. Invoices for the costs of such completion work shall be presented to Developer on a monthly basis. If Developer does not pay such invoices in full within 30 days after presentation, then the City may record a lien in the public records against the Property for the amount not paid. In the event of any award for attorneys' fees and costs to the City, such lien may include such amounts.

Section 15. **Pre-Suit Mediation.** Before filing suit in any way related to this Agreement, the parties shall submit any dispute to non-binding pre-suit mediation. Time is of the essence in this Section, and the parties shall use their best efforts to mediate in an expeditious fashion, including through consideration of telephonic or electronic mediation. Once a dispute has been mediated and cured once, if that dispute or a similar issue arises again, the parties may, but are not required to, submit such dispute to non-binding pre-suit mediation.

Section 16. **Non-Action on Failure to Observe Provisions of this Agreement.** The failure of the parties to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement or any other agreement, instrument or

document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the parties may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

Section 17. **Applicable Law and Construction**. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement, without regard for conflict of laws principles. This Agreement has been negotiated by the City and the Developer, and the Agreement shall not be deemed to have been prepared by the City or the Developer, but by all equally.

Section 18. **Venue; Submission to Jurisdiction**. For purposes of any suit, action, or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent, and agree that venue thereof is Duval County, Florida. Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Duval County, and the courts thereof for the purposes of any suit, action, or other proceeding arising out of or relating to this Agreement.

Section 19. **Entire Agreement**. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written or oral. Any provisions of this Agreement shall be read and applied *in pari materia* with all other provisions hereof.

Section 20. **Holidays**. Whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City, it shall be postponed to the next following business day.

Section 21. **Exhibits**. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement.

Section 22. **Certification**. The Developer and the City shall at any time and from time to time, upon not less than ten (10) days prior notice by the other party execute, acknowledge and deliver to the other party a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if terminated, stating such), and that to the knowledge of such party, neither it nor the other party is then in default hereof (or if the other party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, tenant, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any party made in accordance with the provisions of this Agreement. By way of example and not of limitation, once the Improvements have been fully permitted, constructed, and approved by the City, the Developer may request a certification stating that the Developer's obligations under this Agreement are substantially complete.

Section 23. **Survival of Warranties and Representations**. The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

Section 24. **Termination**. This Agreement shall automatically terminate and expire upon the occurrence of any of: (i) the full performance by all parties and the expiration of this Agreement as described in Section 7; (ii) the revocation of this Agreement in accordance with Section 163.3235, Florida Statutes; or (iii) execution of a written termination by all parties to this Agreement. Notwithstanding anything in this Agreement to the contrary, all development orders approved concurrently with or prior to this Agreement run with the land and shall survive termination. Notwithstanding the foregoing or any provision herein, the City hereby acknowledges and agrees that the approved Variance will not be affected by any termination of this Agreement.

Section 25. **Minor Non-Compliance**. Developer will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance, in the reasonable judgment of the City Manager of the City, is deemed of a minor or inconsequential nature.

Section 26. **Covenant of Cooperation**. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property and completion of the Project, including in processing future development approvals and amendments to this Agreement, and including Developer requests for extensions of this Agreement. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing. Notwithstanding, no covenant of cooperation in this Agreement shall be deemed to bind the City in approval of the Variance.

Section 27. **Partial Invalidity**. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this Agreement or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days notice to the other parties.

Section 28. **Counterparts**. This Agreement may be executed in counterparts, each of which an original but all of which shall constitute a single instrument.

Section 29. **Conditions Precedent**. This Agreement shall be of no effect unless and until the following conditions precedent (the “Conditions Precedent”) occur: (i) the City approves the Variance; (ii) the Assignment and Assumption of Lease is executed by Lucky’s Market and Publix;; and (iii) any periods for review or challenge of the Variance expire without action or all actions challenging the Variance are fully resolved such that the Variance is upheld as approved by the City and all appeals periods for such actions have expired. Notwithstanding, approval of the Variance shall not obligate the City to approve this Agreement. The City shall not be deemed

to have entered into this Agreement as provided in Fla. Stat. §163.3239 until each of the Conditions Precedent is satisfied.

Section 30. **Duty to Defend.** Upon reasonable notice, Developer shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the City, its principals, agents, consultants, officers, elected officials, employees and other affiliated persons (“Covered Parties”) arising from this Agreement or the Variance, by and through attorneys and other professionals at commercially reasonable rates selected by the City and reasonably satisfactory to the Developer. This duty to defend is separate and independent of any indemnity provided below. The duty to defend includes claims for which any of the Covered Parties may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Covered Parties have paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of the Parties that the Covered Parties shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Covered Parties may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them; however, such attorneys shall not resolve the claim or proceeding without the consent of Developer, which shall not be unreasonably withheld, and the costs of such other attorneys and professionals are not subject to indemnification unless such attorneys or professionals are engaged as a result of Developer’s failures to meet its obligations pursuant to this paragraph. Such duty to defend shall apply throughout the term of this Agreement and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the City. No obligation imposed hereby shall be deemed to alter the state’s waiver of sovereign liability pursuant to Section 768.28, Florida Statutes, or to extend the liability beyond such limits. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, in the event Developer pays or reimburses any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

Section 31. **Indemnification.** Separate and independent of the duty to defend provided in the previous paragraph, to the fullest extent permitted by law, Developer shall indemnify and hold harmless the Covered Parties from any and all claims arising from this Agreement or the Variance (including reasonable attorneys’ fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply throughout the term of this Agreement and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the City. No obligation imposed hereby shall be deemed to alter the state’s waiver of sovereign liability pursuant to Section 768.28, Florida Statutes, or to extend the liability beyond such limits.

[Signatures Follow]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year so shown.

FOR CITY OF NEPTUNE BEACH

_____, Mayor

_____, City Manager

(City Seal)

Attest

_____, City Clerk

Approved to form:

ZACHARY ROTH, ESQ., City Attorney

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2021, by _____, as Mayor of the City of Neptune Beach, and _____, as City Manager of the City of Neptune Beach, a political subdivision of the State of Florida, on behalf of the City. Such persons ☐ are each personally known to me or ☐ have each produced a _____ as identification.

Notary Public

My Commission Expires:

**FOR NEPTUNE BEACH, FL REALTY
LLC**

By: _____
Title: _____

Witnesses:

Print: _____

Print: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2021, by _____, as _____ of Neptune Beach, FL Realty LLC, a Florida limited liability company, on behalf of the company. Such person ☐ is personally known to me or ☐ has produced a _____ as identification.

Notary Public

My Commission Expires:

EXHIBIT LIST

Exhibit A – Legal Description of Property

Exhibit B – Improvements

Exhibit C – Conceptual Depictions of Improvements

Exhibit D – Schedule of Improvements

Exhibit E – Coordination Meetings

Exhibit F – Conceptual Depiction of Patio

EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

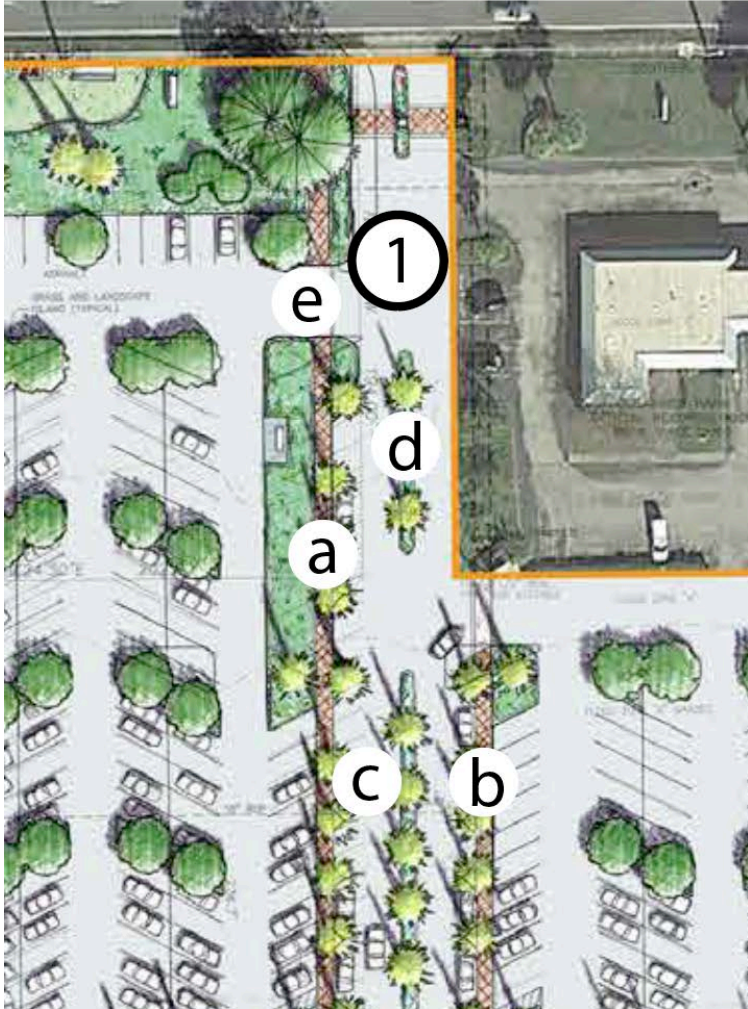
FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 00°35'10" EAST ALONG THE EAST LINE OF LAST MENTIONED LANDS AND THE SOUTHERLY PROLONGATION OF SAID LINE, 754.81 FEET TO AN IRON PIPE SET ON THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 2, SECTION 21; RUN THENCE NORTH 89°03'45" EAST ALONG SAID SOUTHERLY LINE OF GOVERNMENT LOT 2, A DISTANCE OF 483.50 FEET; RUN THENCE NORTH 00°56'15" WEST, 63.62 FEET TO A POINT; RUN THENCE NORTH 24°57'16" EAST, 43.21 FEET TO A POINT; RUN THENCE NORTH 00°23'59" WEST, A DISTANCE OF 91.31 FEET TO A POINT; RUN THENCE NORTH 89°29'22" EAST, 42.23 FEET; RUN THENCE NORTH 00°30'38" WEST, 165.03 FEET; RUN THENCE SOUTH 89°29'22" WEST, 41.91 FEET; RUN THENCE NORTH 00°23'59" WEST, A DISTANCE OF 198.91 FEET TO A POINT LYING ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16740, PAGE 808; RUN THENCE SOUTH 89°24'50" WEST, ALONG SAID SOUTH LINE, AND ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8978, PAGE 2260, A DISTANCE OF 182.01 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8978, PAGE 2260; RUN THENCE NORTH 00°35'10" WEST, ALONG THE WEST LINE OF THE LAST SAID LANDS, A DISTANCE OF 194.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (100' RIGHT OF WAY AS NOW ESTABLISHED); RUN THENCE SOUTH 89°24'50" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, A DISTANCE OF 321.15 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Improvements

EXHIBIT B

The Improvements

Description	Visual Cross-Reference
1. New grand-entrance arrival street (at existing full-access entrance opposite Sylvan Drive): (a) Approximately 360 linear feet of new sidewalk will be constructed to connect existing public sidewalk on Atlantic Blvd. to shops on west side of entry drive. (b) Approximately 160 linear feet of new sidewalk will be constructed on east side of entry drive, from the shops to the property line of the 560 Atlantic Blvd. (Ameris Bank), which is not owned by Developer and there is no requirement for the Developer to construct improvements on the 560 Atlantic Blvd. property. (c) On-street parallel parking. (d) Center, landscaped median (e) Extension of private water and sewer utility lines in preparation for the possible future development of an outparcel building. (f) Sidewalks and median to be landscaped per the Landscape Plan. (g) All landscaped areas will be irrigated and maintained. (h) New paving, curbing, and sidewalks (in all areas) will meet or exceed quality standards and requirements of all Codes and Regulations including those within The Florida DOT Design Manual (the “Green Book”). (i) Lane width of 12’ in each direction will be provided.	

Description	Visual Cross-Reference
2. Transformation of front drive aisle into “Lemon Street”: (a) The existing front drive aisle to the property, which is in alignment with Lemon Street in the Beaches Town Center, will be reconfigured across the 540-580 Atlantic Blvd. parcel. The reconfiguration shifts the roadway north and introduce an intentional curve to meet the intersection with the entry drive. These changes serve both to introduce traffic calming to support a pedestrian-friendly environment and create space to create the new arrival pedestrian plaza. Lane width of 12’ in each direction (24’ total width) will be provided. (b) A tabletop, an area of raised roadbed constructed with concrete and pavers, will be constructed along portions of Lemon Street near Publix and the pedestrian plaza. The tabletop is a traffic calming feature which also serves to support a flush curb which is a pedestrian and cart-friendly feature.	

Description	Visual Cross-Reference
3. New entry monument sign and enhanced landscape along Atlantic Blvd. frontage: a) The existing monument signs will be replaced with a new monument sign featuring “Beaches Modern” design to replicate architectural renovations. Signage is subject to permits and requirements of Chapter 27, Article XV of the Code. b) Enhanced landscape, depicted in the Landscape Plan, with an emphasis on native landscaping and retaining existing healthy, mature pine and other trees while introducing hardscape design elements from plaza design. c) JTA bus stop, if active, will be enhanced with new bench and trash receptable.	

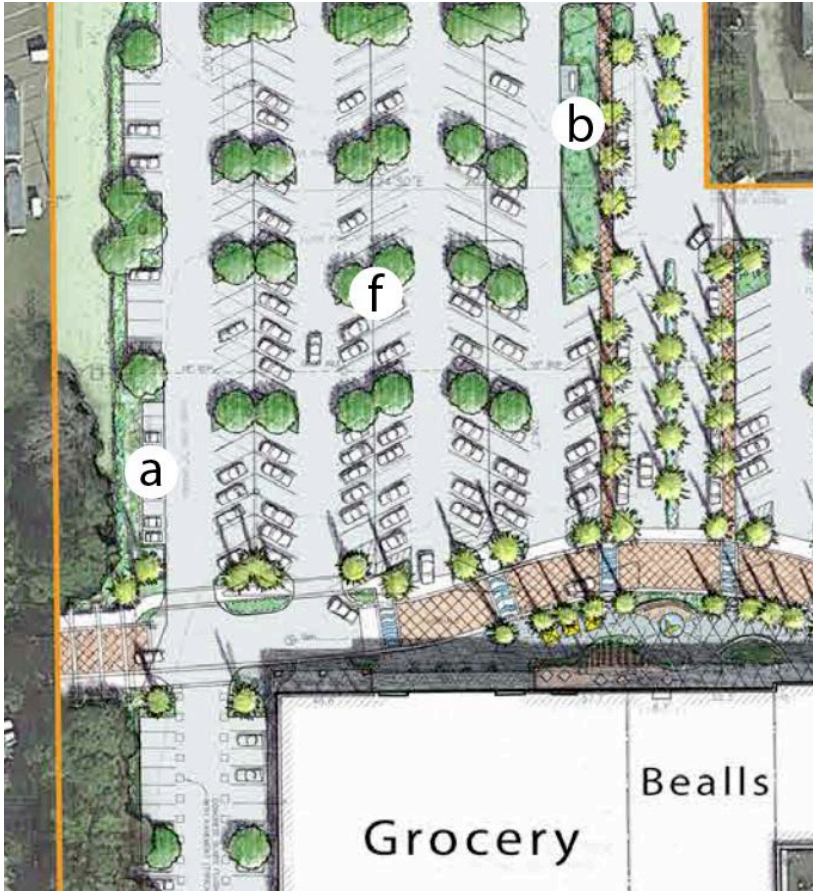
Description	Visual Cross-Reference
4. New arrival pedestrian plaza: a) A new pedestrian plaza will be created by curving Lemon Street north. The plaza, roughly in the shape of a lemon wedge, measures approximately 160' across (east-west) by 48' deep measured from the building edge to the curb line at the outermost edge of the curve, which is centered on the entry drive. The depth tapers to about 30' on the edge of the plaza where the plaza transitions into the expanded Front Walks. b) Prominent “Lemonade” sculpture and water feature in center of plaza, situated to be visible from the new entry street and lemon street. Water feature creates pleasant sound for pedestrians and those enjoying the plaza. c) Pedestrian plaza features a mix of landscaped and hardscape areas. Surfacing is a diamond-pattern scored concrete, reminiscent of fish scales. Running through this pattern are long, wave-like lines in a contrasting color. These surfaces will be interspersed with areas of wood-like decking reminiscent of a boardwalk.	

Description (Continued)	Visual Cross-Reference
d) Outdoor seating will be interspersed throughout pedestrian plaza with a combination of formalized seating areas operated by tenants and dispersed communal seating areas. A combination of seating types is envisioned including various-sized tables and chairs, benches, and “Adirondack” style lounge chairs. Canopies, the trellis, and umbrellas will offer shaded seating. (Outdoor seating/dining is a use by special exception within the C-3 zoning district and this use will be subject to City Council approval of Developer’s application(s) for special exception). e) Outdoor power outlets will be installed on building wall and seat walls adjacent to seating to provide power for laptop and phone charging. f) Free public WiFi will be installed to serve the plaza area. g) Art reflecting the local Beaches community will be featured in the wall space behind the plaza (e.g., vintage photographs of Neptune Beach, work by local artists, coastal-themed mosaic etc.) h) Pedestrian-scaled light fixture will serve the plaza area. In addition, power will be installed for decorative and seasonal lighting, including holiday palm tree lighting.	 The image is a 3D architectural rendering of a modern outdoor pedestrian plaza. It shows a paved plaza with various seating areas, including a long white bench and a yellow curved structure with a fountain. Tall palm trees line the background, and a modern building with large windows is on the left. People are shown walking and sitting, illustrating the intended use of the space. Labels 'b', 'c', 'd', and 'g' are placed on the image to correspond with the description items.

Description	Visual Cross-Reference
5. Transformation of Front Walk along all retail spaces and New Courtyard: (a) Extending to the east and west from the new arrival plaza, the front walk has been enlarged along the entire front of the retail space to provide for additional space. The minimum expansion of the walk is 8 feet, excepting the far western area west of the Publix entrance where the sidewalk expansion tapers gradually from 8' to 0' to permit Lemon Street to align with the proposed vehicular connection. (b) Additional front walk space creates room for landscape areas, outdoor seating and furnishings. (c) New outdoor courtyard will be created by deconstructing a portion of the existing in-line retail building to create an outdoor amenity with planting and an outdoor seating/dining area to support future tenants (e.g, restaurant, café, coffee shops). The size of the courtyard will be approximately 30 feet deep by 32 to 40 feet wide. The exact width will be dependent on the courtyard location. (d) If the in-line retail building is leased to restaurants that seek outdoor seating/dining for restaurant use, the Developer and/or tenants will apply for special exception for outdoor seating/dining for restaurant use and this use will be subject to City Council approval. The courtyard feature will also improve the massing and interest of the in-line store architecture. (e) A minimum of 20 bicycle parking spaces will be provided in convenient locations throughout the front walk area and pedestrian plaza, with an emphasis on creative and visible bicycle rack design and placement.	 The image is an architectural rendering of a modern retail building with a multi-story structure featuring large glass windows and a prominent entrance. Several tall palm trees are planted along the front walkway. Outdoor seating areas with tables and chairs are visible. Callouts 'a', 'b', 'c', and 'd' are placed on the image: 'a' is on the sidewalk near the entrance, 'b' is on the sidewalk further east, 'c' is on the sidewalk near the courtyard, and 'd' is on the sidewalk near the courtyard. The rendering shows a mix of architectural styles, including a modern glass-fronted building and a more traditional brick building.

Description	Visual Cross-Reference
6. Renovated Beaches Modern façade: (a) Façade of all retail stores will be renovated with a “Beaches Modern” style with emphasis on white painted EIFS and wood textures. (b) Creation of new metal canopies and architectural detailing on Public façade and in-line retail spaces. (c) Signature trellis to be installed over the new plaza area with exposed “surfboard” structure.	

Description	Visual Cross-Reference
7. Western Vehicular Connection: (a) A 24' wide driveway (12' lane width in each direction) will be constructed extending "Lemon Street" west across the ditch and to the property line shared with 630 Atlantic Blvd. (Seminole Shoppes, which is not owned by Developer) to connect to a driveway previously constructed on 630 Atlantic Blvd. There is no requirement for Developer to construct improvements on or maintain the condition of the 630 Atlantic Blvd. property. Legal use of the connector will be subject to permission from owner of 630 Atlantic Blvd. (b) A pedestrian sidewalk will be connected from the retail stores to the western property line. An outdoor bench will be added alongside the sidewalk	

Description	Visual Cross-Reference
8. Significant renovation of the existing parking field: (a) Incorporation of approximately 9 golf-cart parking spaces on western edge of parking field with pervious paving surface and available electric power for charging. (b) Bench seating and signage will be provided for a Beaches Buggy pickup/drop-off area. (c) Electric vehicle charging station will be installed. (d) Existing automobile parking space count will be reduced from 354 spaces currently to approximately 290 spaces. (e) New LED-lighting fixtures with new full cut-off heads, poles, and bases will be installed. (f) Current number of parking lot islands will be more than doubled with construction of approximately 19 new landscaped parking lot islands. Nearly all existing landscape islands will be increased in size. (g) Significant new irrigated landscape will be installed per the Landscape Plan. (h) Parking lot maintenance, including mill and repave and striping, of the remaining asphalt surfaces will be performed together with the improvements.	 The image is an aerial photograph of a parking lot undergoing renovation. Callout 'a' points to a new landscaped island on the western edge. Callout 'b' points to a new landscaped island on the eastern edge. Callout 'f' points to a new landscaped island in the center of the lot. The parking lot is adjacent to a building labeled 'Grocery' and 'Bealls'. A small inset image in the top right corner shows a close-up of a landscaped area.

Description	Visual Cross-Reference
9. Additional rear tree planting for screening purposes: (a) A line of trees will be planted on the north edge of the rear stormwater ditch to provide additional screening for adjacent residential area. See Landscape Plan for details.	

Landscape Plan – Plant Material

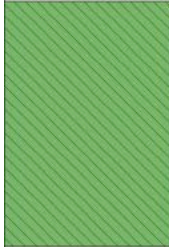
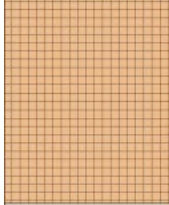
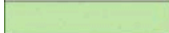
Trees

CANOPY TREES	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	QUANTITY
	EXISTING TREES	EXISTING TREES	TREES TO BE PRESERVED	
	PINUS ELLIOTTI	SLASH PINE	10' - 12' HEIGHT, 2.5' - 3.5' SPREAD, 4" CAL.	17
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	10' - 15' HEIGHT, 4.5' - 6' SPREAD, 4" CAL.	9
	TAXODIUM DISTICHUM	BALD CYPRESS	8' - 12' HEIGHT, 2.33' - 4' SPREAD, 4" CAL. MIN.	10
	ULMUS PARVIFOLIA "DRAKE"	DRAKE ELM	9' - 12' HEIGHT, 4.5' - 6' SPREAD MIN., 4" CAL.	55
PALM TREES	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
	PHOENIX SYLVESTRIS	WILD DATE PALM	14' C.T., B&B, DIAMOND CUT, REGENERATED	8
	SABAL PALMETTO	CABBAGE PALMETTO	8' - 12' CT, B&B, SLICK	12
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	12' CT, B&B, STRAIGHT TRUNK	54
UNDERSTORY TREES	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
	LIGUSTRUM JAPONICUM	TREE LIGUSTRUM	9' - 10' HEIGHT, 9' - 10' SPREAD, B&B., MT., MIN. 3 TRUNKS, TREE FORM	3

The tree and plant species, specifications, and locations depicted on the Landscape Plan and Plant Material Schedules govern the Improvements and supersede all other depictions.

Landscape Plan – Plant Material

Shrubs and Ground Cover

TYPICAL ATLANTIC BOULEVARD & PERIMETER				+/- 15,696 SF
SHRUB & G.C. AREAS	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
	MUHLENBERGIA CAPILLARIS	PINK MUHLY	10' - 16" HEIGHT, 10' - 16" SPREAD, 1 GAL., FULL, 36" O.C.	
	PODOCARPUS MACROPHYLLUS 'PRINGLES'	PRINGLES PINE	14' - 16" HEIGHT, 14' - 6" SPREAD, 3 GAL., FULL, 24" O.C.	
	SPARTINA BAKERI	SAND CORD GRASS	10' - 16" HEIGHT, 10' - 16" SPREAD, 1 GAL., FULL, 42" O.C.	
	ZAMIA PUMILA	COONTIE	14' - 16" HEIGHT, 14' - 16" SPREAD, 3 GAL., FULL, 30" O.C.	
	VIBURNUM OBOVATUM 'MRS SHILLERS DELIGHT'	MRS SHILLERS DELIGHT VIBURNUM	14' - 18" HEIGHT, 14' - 16" SPREAD, 3 GAL., FULL, 30" O.C.	
	CRINUM ASIATICUM	CRINUM LILY	36" HEIGHT, 36" SPREAD, SINGLE SPECIMEN PER POT, 15 GAL., 48" O.C.	
	SERENOA REPENS	SAW PALMETTO	14' - 16" HEIGHT, 14' - 16" SPREAD, 7 GAL., FULL, 48" O.C.	
TYPICAL ENTRY BOULEVARD & PLAZA				+/- 7,149 SF
SHRUB & G.C. AREAS	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
	NEOMARICA CAERULEA 'REGINA'	GIANT APOSTLE'S IRIS	16' - 18" HEIGHT, 16" SPREAD, 3 GAL., FULL, 36" O.C.	
	PODOCARPUS MACROPHYLLUS 'PRINGLES'	PRINGLES PINE	14' - 16" HEIGHT, 14' - 6" SPREAD, 3 GAL., FULL, 24" O.C.	
	NERIUM OLEANDER 'DWARF'	DWARF OLEANDER	20' HEIGHT, 18' - 20" SPREAD, 3 GAL., FULL, 36" O.C.	
	ZAMIA PUMILA	COONTIE	14' - 16" HEIGHT, 14' - 16" SPREAD, 3 GAL., FULL, 30" O.C.	
	VIBURNUM OBOVATUM 'MRS SHILLERS DELIGHT'	MRS SHILLERS DELIGHT VIBURNUM	14' - 18" HEIGHT, 14' - 16" SPREAD, 3 GAL., FULL, 30" O.C.	
	SERENOA REPENS	SAW PALMETTO	14' - 16" HEIGHT, 14' - 16" SPREAD, 7 GAL., FULL, 48" O.C.	
	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	20' HEIGHT, 18' - 20" SPREAD, 3 GAL., FULL, 36" O.C.	
TYPICAL INTERIOR VUA ISLAND				+/- 4,573 SF
SHRUB & G.C. AREAS	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
	ILEX VOMITORIA 'SCHILLINGS DWARF'	DWARF SCHILLINGS HOLLY	12' - 16" HEIGHT, 12' - 16" SPREAD, 3 GAL., FULL, 30" O.C.	
	LIRIOPE MUSCARI	LILY TURF	12" HEIGHT AND SPREAD, FULL, 1 GAL., 18" O.C.	
	DIETES IRIIDIODES	AFRICAN IRIS	16" - 18" HEIGHT, 16" SPREAD, 3 GAL., FULL, 30" O.C.	
TYPICAL TERMINAL VUA ISLAND				+/- 4,579 SF
SHRUB & G.C. AREAS	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
	PITTISPORUM TOBIRA	GREEN PITTISPORUM	14' - 18" HEIGHT, 14' - 16" SPREAD, 3 GAL., FULL, 36" O.C.	
	ROSA MEIMIRROTE	APRICOT DRIFT ROSE DOUBLE	16" - 18" HEIGHT, 16" SPREAD, 3 GAL., FULL, 36" O.C.	
TYPICAL RESIDENTIAL BUFFER				+/- 6,909 SF
SHRUB & G.C. AREAS	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
	MYRICA CERIFERA	WAX MYRTLE	20' - 24" HEIGHT, 20' - 24" SPREAD, 3 GAL., FULL, 48" O.C.	
	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	14' - 18" HEIGHT, 14' - 18" SPREAD, 1 GAL., FULL, 48" O.C.	
TYPICAL SOD				+/- 11,184 SF
	ZOYSIA SPP.	ZOYSIA GRASS		

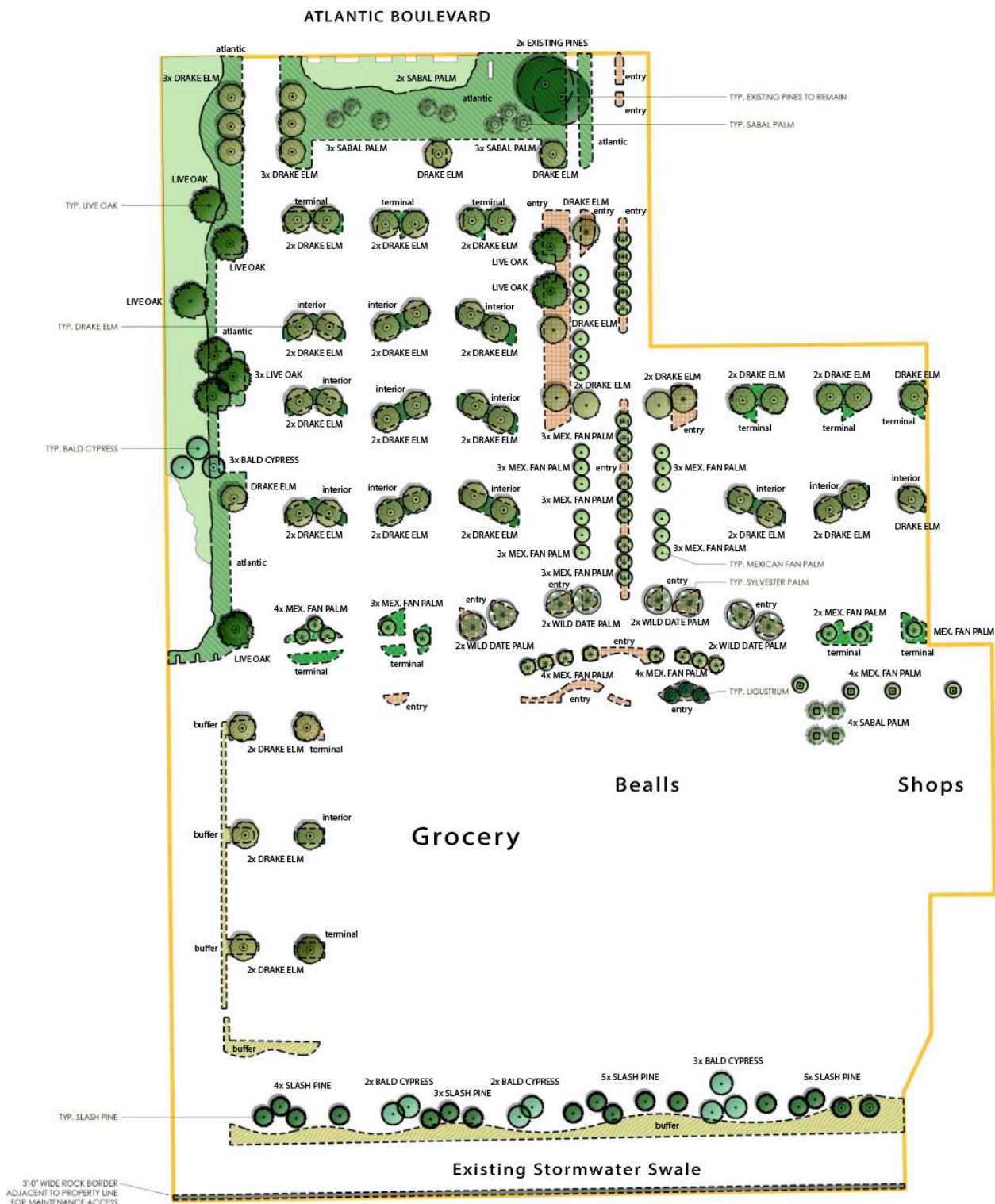
The tree and plant species, specifications, and locations depicted on the Landscape Plan and Plant Material Schedules govern the Improvements and supersede all other depictions.

Landscape Plan



The tree and plant species, specifications, and locations depicted on the Landscape Plan and Plant Material Schedules govern the Improvements and supersede all other depictions.

Landscape Plan (with labels)



The tree and plant species, specifications, and locations depicted on the Landscape Plan and Plant Material Schedules govern the Improvements and supersede all other depictions.

Material Legend

- ① Stucco:
Exterior Grade Paint
Color "White"
- ② Stucco:
Integral Color Finish Coat
Color "Gray"
- ③ Composite Wood Panel:
Bamboo Coated Natural Veneer
Product: "Prodesa"
- ④ Storefront Aluminum, Metal
Coping, Metal Canopies:
Factory Powder Coat
Color "Black"
- ⑤ Metal Louvers:
Factory Powder Coat
Color "Green"
- ⑥ Public Storefront Aluminum:
Factory Finish
Color "Clear Anodized"



General Notes:

1. Building signage is shown for illustration only and subject to tenant specific items. Final materials, branding, colors, sizes, and location are subject to permits and requirements of Chapter 27, Article XV.
2. Location of entries and fenestration of Publix frontage subject to change pending coordination with interior store layout.



NEPTUNE PLAZA WEST

TLM REALTY CORP

January 29, 2021

Elevations & Materiality

SCALE: 1/8" = 1'-0"



Full Size Plan (42" by 30") shall remain on file at the City of Neptune Beach

Schematic Hardscape & Materiality



Full Size Plan (60" by 30") shall remain on file at the City of Neptune Beach

List of Façade Materials

Substrate:

Steel frame structure

Cold-formed metal stud framing

Glass fiber reinforced gypsum sheathing

Fluid applied latex waterproofing membrane

Painted Stucco Finish:

Drainable Cement Plaster system

AND/OR

Drainable EIFS (Exterior Insulation and Finish System)

Wood Rainscreen:

Pressure or composite furrings strips

Tropical Hardwood rainscreen siding (Ipe, or similar)

OR

Galvanized metal furring materials

Wood/Resin composite panel

Canopies:

Fluoropolymer (KYNAR) pre- finished and pre-engineered aluminum fabrications

Glue-laminated engineered wood structural elements

Material Legend

- 1

Stucco:
Exterior Grade Paint
Color "White"
- 2

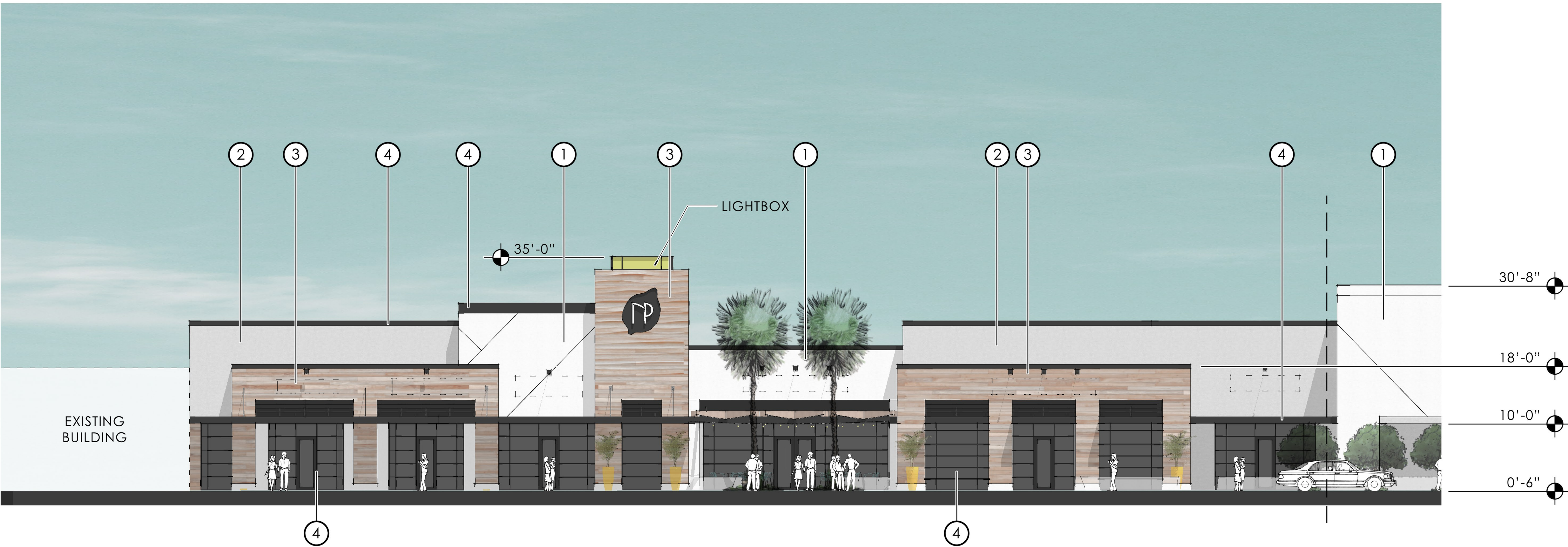
Stucco:
Integral Color Finish Coat
Color "Gray"
- 3

Composite Wood Panel:
Resin Coated Natural Veneer
Prodema "Prodex"
- 4

Storefront Aluminum, Metal
Coping, Metal Canopies:
Factory Powder Coat
Color "Black"
- 5

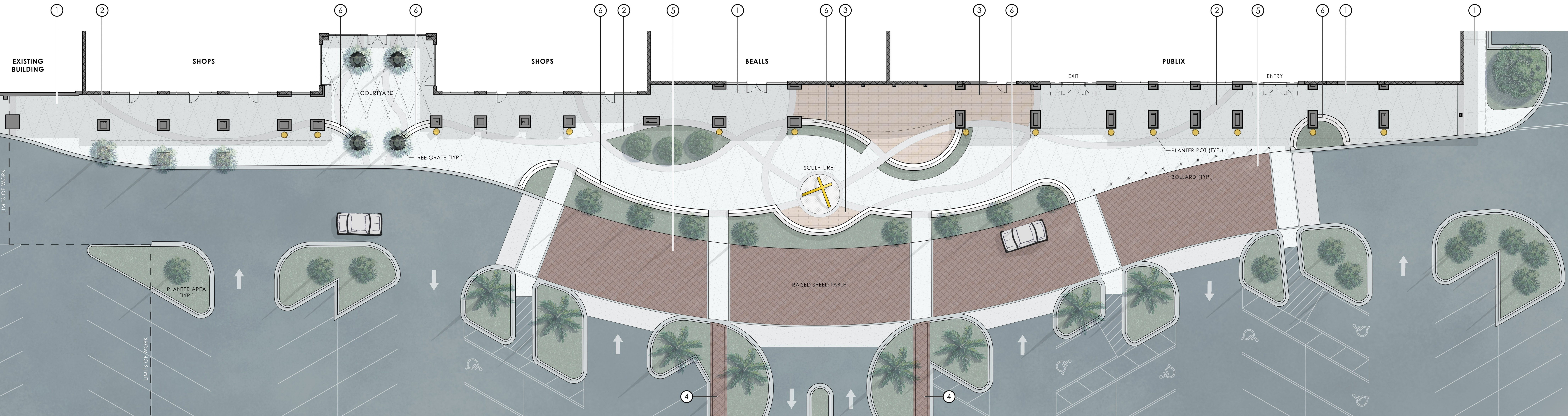
Metal Louvers:
Factory Powder Coat
Color "Green"
- 6

Publix Storefront Aluminum:
Factory Finish
Color "Clear Anodized"



General Notes:

1. Building signage is shown for illustration only and subject to tenant specifications. Final materials, branding, colors, sizes, and location are subject to permits and requirements of Chapter 27, Article XV.
2. Location of entries and fenestration of Publix frontage subject to change pending coordination with interior store layout.



- Material Legend**
- ① Concrete Sidewalk: Medium Salt Rock texture, Diamond scouring pattern
 - ② Concrete Banding: Smooth finish, Color TBD
 - ③ Plank Pavers: Product TBD, Appearance to match building wood panels, Alternate: Ipe Wood
 - ④ Paver Sidewalk: 4x8 Clay Paver
 - ⑤ Raised Speed Table: 4x8 Clay Paver
 - ⑥ Seat Wall: 20" tall, concrete-formed with stucco finish, Color to match building.

EXHIBIT C

Conceptual Depictions of Improvements

540-580 Atlantic Blvd

Numbers Correspond to Items on Exhibit B

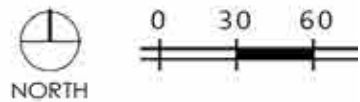










EXHIBIT D

Schedule of Improvements

Exhibit D - Schedule of Improvements

540-580 Atlantic Blvd.

Milestone	Anticipated Date Range (for Information Purposes)	Binding Date (No Later Than)
Variance Approval	3/1/21	
First Read of Development Agreement	2/16/21	
Second Read and Approval of Development Agreement	3/1/21	
City Manager & Developer Coordination Meeting #1	3/1/21	
Publix Interior Construction Permit Submission*	3/15/21	
Satisfaction of Conditions Precedent	4/1/21	
FDOT Driveway Permit Application	4/5/21	
City Manager & Developer Coordination Meeting #2	4/5/21	
Publix Interior Construction Start*	5/2/21	
City Manager & Developer Coordination Meeting #3	5/3/21	
City Manager & Developer Coordination Meeting #4	6/7/21	
Landlord Building Permit Submittal to CONB	5/3/21	8/19/21
Landlord Construction of Improvements Commencement	7/2/21	10/20/21
City Manager & Developer Coordination Meeting #5	8/16/21	
City Manager & Developer Coordination Meeting #6	10/18/21	
City Manager & Developer Coordination Meeting #7	12/6/21	
Publix Interior Construction Completion*	Est. 12/8/21	
Publix Grand Opening Date*	Est. 1/27/2022	
City Manager & Developer Coordination Meeting #8	2/7/22	
Landlord Construction of Improvements Substantial Completion	Phased 12/8/21-5/1/22	8/19/22

Notes

Bolded Items with Binding Date represent a Developer obligation to satisfy Milestone no later than the date shown.

*Dates with asterisk reflect Developer's understanding of anticipated Publix schedule as reviewed on 1/28/21 call with Publix and Landlord design and engineering representatives and are subject to change

Anticipated Dates and Date Ranges represent current and best projections of key development milestones but are presented here for information purposes only and are subject to refinement as design and engineering advances.

EXHIBIT E

Coordination Meetings

Exhibit E - Coordination Meetings

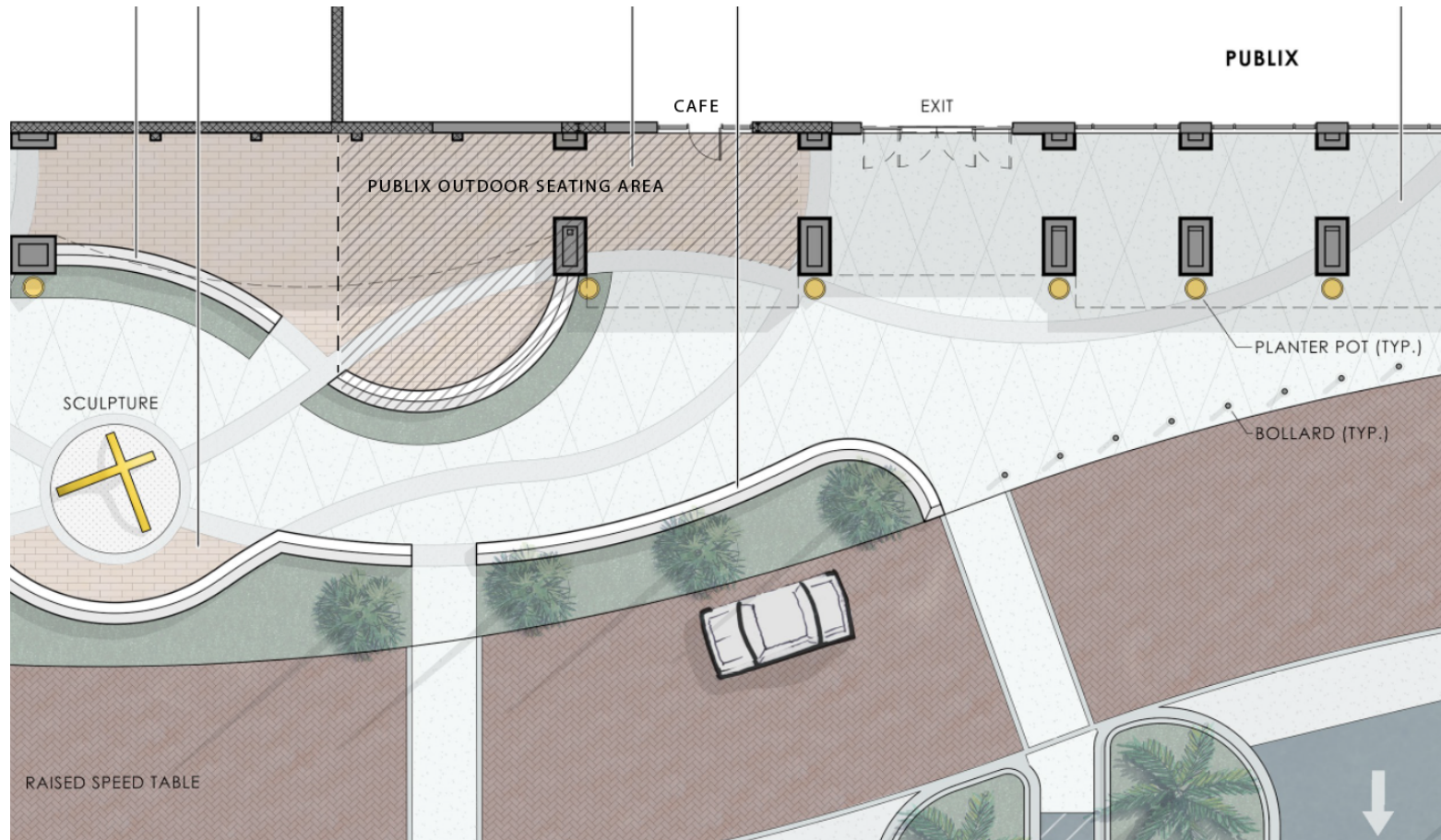
Date (All Meetings 1 p.m.)	Items to be Reviewed	City Objections Due
Monday, March 1, 2021	Design Development Architectural and Landscape Drawings, Preliminary Engineering Design Drawings	Friday, March 12, 2021
Monday, April 5, 2021	Mid-Stage Architectural, Landscape, and Engineering Construction Documents and Specifications	Friday, April 16, 2021
Monday, May 3, 2021	Final Architectural, Landscape, and Engineering Construction Documents and Specifications/Initial Construction Coordination	Friday, May 14, 2021
Monday, June 7, 2021	Initial Construction Coordination	Monday, June 14, 2021
Monday, August 16, 2021	Construction Coordination	Monday, August 23, 2021
Monday, October 18, 2021	Construction Coordination	Monday, October 25, 2021
Monday, December 6, 2021	Construction Coordination	Monday, December 13, 2021
Monday, February 7, 2022	Construction Coordination/Project Walk-Thru	Monday, February 14, 2022

EXHIBIT F

Conceptual Depiction of Patio

EXHIBIT F

Conceptual Depiction of Patio





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

AGENDA ITEM:	Sp. Meeting Item #3-ACON, Jarboe Park Change Order
SUBMITTED BY:	ACON Construction
DATE:	02/11/2021
BACKGROUND:	This is Change Order # 1 to the Jarboe Park Phase 1 Improvements Contract. The change order includes grading of additional fill materials, asphalt and other items listed on the change order document.
BUDGET:	See Change in Contract Pricing on Change Order
RECOMMENDATION:	Approve Change Order #1 to Jarboe Park Phase I Improvements
ATTACHMENT:	Change Order # 1

CHANGE ORDER NO.: 1

Owner: City of Neptune Beach
Contractor: ACON Construction Company
Project: Jarboe Park Phase I Improvements
Contract Name: Neptune Beach Jarboe Park Trail & Bridge
Date Issued: 11/16/2020
Contractor's Project No.: 8150-15
Effective Date of Change Order: 2/4/2021

The Contract is modified as follows upon execution of this Change Order:

Description:

The following work is added:

- Provide grading of additional fill materials (provided by owner) at Pickle Ball, Basketball, and Tennis Courts as well as path and berm areas.
- Additional asphalt paving near the H/C Parking adjacent to the new bridge along Florida Blvd., excludes demolition of the existing paving.
- Strip and remove existing asphalt from tennis courts (to be disposed of by others).
- Provide grading of limerock and fill (provided by others) at Pickle Ball, Basketball, and Tennis Courts.
- Provide grading of relocated areas of asphalt trail using fill (provided by others.)
- Provide and install the forming of the concrete circular path area adjacent to Neptune House ready for concrete pour by others.

Attachments: ACON Construction Company - DB Contract 8150-15 - Proposal

Change in Contract Price		Change in Contract Times	
Original Contract Price: \$279,379.98		Original Contract Times: 11/16/2020 180 days from NTP - 5/15/2021	
Increase this Change Order: \$41,812.50		Increase this Change Order:	0
Decrease this Change Order: \$0		Decrease this Change Order:	0
Net Change Resulting from This Change Order: \$41,812.50		Net Change Resulting from This Change Order:	0
Contract Price incorporating this Change Order: \$321,192.48		Contract Times with all approved Change Orders:	5/15/2021

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by Department Head		Accepted by ACON Construction Company:	
By: _____	_____	_____	_____
Title: _____	Public Works Director	_____	_____
Date: _____	2/4/2021	_____	_____
Accepted by City Manager		Accepted by City's C.F.O.	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____

ACON Construction Company

DB Contract 8150-15

Jarboe Park Trail & Bridge Added Work Proposal

DATE: 1/19/21

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management & Estimator	Hrs		\$110.00	\$0.00
	Supervision	Hrs		\$75.00	\$0.00
	Administration	Hrs		\$75.00	\$0.00
	Provide added grading and installing fill (provided by owner) at Pickle Ball Court and Basketball Court as well as circle area where concrete by others is being installed...also includes added asphalt paving at H/C Parking near bridge (no demo)	Al	1	\$17,000.00	\$17,000.00
	Strip Asphalt from tennis courts (to be removed by others). Provide grading of rock and fill provided by others at Tennis Court. Provide grading of newly added areas of Asphalt trail using fill provided by others	Al	1	\$13,000.00	\$13,000.00
	Form circle for concrete by others			\$7,500.00	\$7,500.00
	***As with entire project, no landscape or sod is included.				
	Subtotal				\$37,500.00
	DB Fee 10%	LS	1	\$3,750.00	\$3,750.00
	DB Bond 1.5%	LS	1	\$562.50	\$562.50
			TOTAL		\$41,812.50



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

AGENDA ITEM:	Sp. Meeting Item # 4-KOMPAN Change Order #1
SUBMITTED BY:	City Manager Stefen Wynn
DATE:	02/12/2021
BACKGROUND:	This was discussed at Land Use and Parks Committee Meetings. Due to ACON Change Order #1 and additional dirt, the cost has increased from the original amount approved at the September 8, 2020, Regular Council Meeting. The new amount includes two additional sunshades and new tower structure.
BUDGET:	Original Sales Proposal - \$232,801.05 Amended Sales Proposal - \$288,651.83 Difference owed - \$55,850.78
RECOMMENDATION:	Approve Change Order # 1, KOMPAN Playground Equipment, for the park to come from Better Jax 1/2 Cent Sales Tax
ATTACHMENT:	Original and Amended Sales Proposals KOMPAN Site Plan



SALES PROPOSAL

KOMPAN, INC. * 605 W Howard Lane Ste 101, Austin, TX 78753 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Date 12/04/20
Expiration Date
Proposal No. SP80247
Project Jarboe Park Playground
Ship to State/Zip FL 32266
Customer Service Representative Elizabeth Lansing
Sales Representative Stacy Moseley
Payment Terms NET 30

Site Location: 510038
 Jarboe Park Playground
 301 Florida Blvd
 Neptune Beach, FL 32266
 United States

Invoice-to: 510038
 City of Neptune Beach
 116 1st Street
 Neptune Beach, FL
 32266
 United States
 Stefen Wynn

Ship-to:
 Jarboe Park Playground
 301 Florida Blvd
 Neptune Beach, FL 32266
 United States
 Colin Moore

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		USC Partners Contract #2017001135				
		2-5 Area				
1	M18703-12P	OCEAN MULTI SEESAW,IG Grey/Ultra Marine, IG	5,420.00	5,420.00	12.70	4,731.66
1	PCE205600-CUSTO	PCE205600 CUSTOM VARIANT 20083893 Maker 6'8"	35,720.00	35,720.00	12.70	31,183.56
1	KSW922-CUSTOM	KSW922 CUSTOM VARIANT 20082177 Single Bay, 2 Infant, Anthracite,IG	2,690.00	2,690.00	12.70	2,348.37
1	ELE400158-3517F	JUNIOR SPICA, Yellow,IG	1,450.00	1,450.00	12.70	1,265.85
1	M21101-3417P	AGE APPROPRIATE SIGN,IG 2-5 Years, IG 60 cm	440.00	440.00	12.70	384.12
		5-12 Area				
1	EDGE-CUSTOM	EDGE-CUSTOM 5901272	41,220.00	41,220.00	12.70	35,985.06
1	LE423600-3418F	BENCH,YELLOW	350.00	350.00	12.70	305.55
1	COR863002-0402	EXPLORER DOME, Blue,IG	65,660.00	65,660.00	12.70	57,321.18
1	GXY960010-3717	SUPERNOVA - NIGHT SKY BLUE,IG	7,930.00	7,930.00	12.70	6,922.89
1	KSW926-CUSTOM	KSW926 CUSTOM VARIANT 2010826 3 Bay, 1 Lime Basket, 3 Belt, 1 ADA Seat	6,520.00	6,520.00	12.70	5,691.96
Continued on page 2.....						146,140.20

Continued from page 1					146,140.20
		Galvanized,IG			
1	S67855	Made-For-Me Seat, 8' beam	789.00	789.00	5.00 749.55
		ADA Sea (5-12)Yellow/SS Chains			
1	ELE400024-3717LG	SPINNER BOWL, Lime Green,IG	1,210.00	1,210.00	12.70 1,056.33
1	ELE400024-3717F	SPINNER BOWL, Yellow,IG	1,210.00	1,210.00	12.70 1,056.33
1	GXY801421-3417	SPICA 1,IG	1,940.00	1,940.00	12.70 1,693.62
1	M21102-3417P	AGE APPROPRIATE SIGN, IG	440.00	440.00	12.70 384.12
		5-12 Years, IG 60 cm			
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	11,417.77	11,417.77	11,417.77
1	CUSTOMINSTALL	Installation of Kompan Equipment	45,360.00	45,360.00	5.00 43,092.00
8,388	TFG-FL-14-01	EWFF&FF/CFH 14'/12'"comp.	1.49	12,517.50	10.00 11,265.75
1	FRT-OTHER	Freight for EWF/FF	2,267.00	2,267.00	2,267.00
419	CUSTOMINSTALL	Install of EWF/FF by Cubic Yard	18.46	7,734.74	5.00 7,348.00
1	SA-CUSTOM	Supply and Install (1) Triangle Sail Shade with (3) Galvanized Steel Posts and Frame for Play Area 2-5	21,353.85	21,353.85	5.00 20,286.16
1	SA-CUSTOM	Supply and Install (4) Triangle Sail Shades with (9) Galvanized Steel Posts and Frame for Play area 5-12	44,100.00	44,100.00	5.00 41,895.00
Client will pay difference between this new SP80247 and original SP68212 (City of Neptune Beach, FL Purchase Order 6494)					
New SP80247 Total: \$288,651.83					
Original SP68212 Total: \$232,801.05					
Difference owed: \$55,850.78					
Total					288,651.83

Comments:

Please read attached General Assumptions and Exclusion document for information on install/sitework.

Please allow 9-11 weeks for product delivery upon order placement.

Quote as per 2D site plans excluding the following discrepancies:

2-5 2D dated 051320 L1.0 -- Changed Ocean Seasaw to M18703-12P (new number). KSW922 swing changed to variant 20082177

5-12 2D dated 051320 L2.0 -- (2) PAR4070 Agora Picninc Tables and 256 SF area of EWF are not included in quote.

KSW926 swing changed to variant 20101826.

5-12 Shade Quote Pending Kompan approved site plan.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	172,200.00	21,869.40	150,330.60
Subtotal - Other Products	66,242.85	3,312.14	62,930.71
Subtotal - Surfacing	12,517.50	1,251.75	11,265.75
Subtotal - Installation & Other Services	53,094.74	2,654.74	50,440.00
Subtotal - Freight	13,684.77	0.00	13,684.77
Subtotal	317,739.86	29,088.03	288,651.83

Estimated Tax Rate

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

0.00

Total**288,651.83**

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.

This proposal may be withdrawn if not accepted by 01/23/21.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature):

Accepted By (please print)

Date:



SALES PROPOSAL

KOMPAN, INC. * 605 W Howard Lane Ste 101, Austin, TX 78753 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

OMNIA®
P A R T N E R S

Date 06/18/20
Expiration Date
Proposal No. SP68212
Project Jarboe Park
Ship to State/Zip FL 32266
Customer Service Representative Elizabeth Lansing
Sales Representative Stacy Moseley
Payment Terms DEP50%&N30

Site Location: 510036

Jarboe Park
301 Florida Avenue
Neptune Beach, FL 32266
United States

Invoice-to: 510036

City of Neptune Beach
Parks & Streets
301 Florida Blvd
116 First Street
Neptune Beach, 32266
United States

Ship-to:

Jarboe Park
301 Florida Avenue
Neptune Beach, FL 32266
United States
Stefen Wynn

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
Omnia Partners Contract/USC #2017001135						
		2-5 Year Area				
1	M18703-12P	Ocean Multi-SeeSaw Grey/Ultra Marine, IG	5,420.00	5,420.00	12.70	4,731.66
1	PCE205600-CUSTO	PCE205600 Custom Variant 20083893 Maker 6'8"	35,720.00	35,720.00	12.70	31,183.56
1	KSW922-CUSTOM	KSW922 Custom Variant 20081928 Single Bay Swing, 2 Infant, Anthracite,IG	2,690.00	2,690.00	12.70	2,348.37
1	ELE400158-3517F	Junior Spica, Yellow,IG	1,450.00	1,450.00	12.70	1,265.85
1	M21101-3417P	Age Appropriate Sign 2-5 Years, IG 60 2-5 Years, IG 60 cm	440.00	440.00	12.70	384.12
		5-12 Year Area				
1	COR863002-0402	Explorer Dome, Blue,IG	65,660.00	65,660.00	12.70	57,321.18
1	GXY960010-3717	Supernova, Night Sky Blue, IG	7,930.00	7,930.00	12.70	6,922.89
1	KSW926-CUSTOM	KSW926 Custom Variant 20081927 3 Bay Swing, 1 Lime Basket, 3 Belt, 1 ADA Seat Yellow, Anthracite,IG	6,810.00	6,810.00	12.70	5,945.13
1	S67855	Made-For-Me Seat, 8' beam	789.00	789.00	5.00	749.55
Continued on page 2.....						110,852.31

Continued from page 1						110,852.31
		ADA Acc (5-12) Yellow/SS Chain				
1	ELE400024-3717LG	Spinner Bowl, Lime Green,IG	1,210.00	1,210.00	12.70	1,056.33
1	ELE400024-3717F	Spinner Bowl, Yellow,IG	1,210.00	1,210.00	12.70	1,056.33
1	GXY801421-3417	Spica 1,IG	1,940.00	1,940.00	12.70	1,693.62
1	M21102-3417P	Age Appropriate Sign 5-12 Years, IG	440.00	440.00	12.70	384.12
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	9,201.91	9,201.91		9,201.91
1	CUSTOMINSTALL	Installation of KOMPAN Equipment	38,026.07	38,026.07	5.00	36,124.77
		Surfacing				
6,937	TFG-FL-14-01	EWFF&FF/CFH 14'/12'"comp	1.49	10,352.15	10.00	9,316.93
1	FRT-OTHER	Freight for EWF/FF	2,134.00	2,134.00		2,134.00
347	CUSTOMINSTALL	Installation of EWF/FF by Cubic Yard	18.46	6,405.62	5.00	6,085.34
		Shades				
1	SA-CUSTOM	Supply and Install a Triangle Sail Shade with (3) Galvanized Steel Posts and Frame for Play Area 2-5	21,353.85	21,353.85	5.00	20,286.16
1	SA-CUSTOM	Supply and Install (2) Triangle Sail Shades with (4) Galvanized Steel Posts and Frame for Play Area 5-12	36,430.77	36,430.77	5.00	34,609.23
Total						232,801.05

Comments:

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

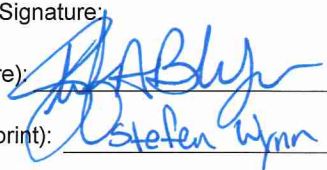
Please allow 10-12 weeks for product delivery upon order placement.

This Quote is for Equipment, Install and Surfacing, No Excavation, Borders or Sitework is included.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	130,920.00	16,626.84	114,293.16
Subtotal - Other Products	58,573.62	2,928.68	55,644.94
Subtotal - Surfacing	10,352.15	1,035.22	9,316.93
Subtotal - Installation & Other Services	44,431.69	2,221.58	42,210.11
Subtotal - Freight	11,335.91	0.00	11,335.91
Subtotal	255,613.37	22,812.32	232,801.05

Estimated Tax Rate	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)	0.00
Total		232,801.05

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days. This proposal may be withdrawn if not accepted by 08/16/20. KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.	KOMPAN Authorized Signature: Accepted By (signature):  Accepted By (please print): <u>Stephen Wynn</u> Date: <u>10/14/2020</u>
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General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPAN's Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPAN's control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.
- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPAN's 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

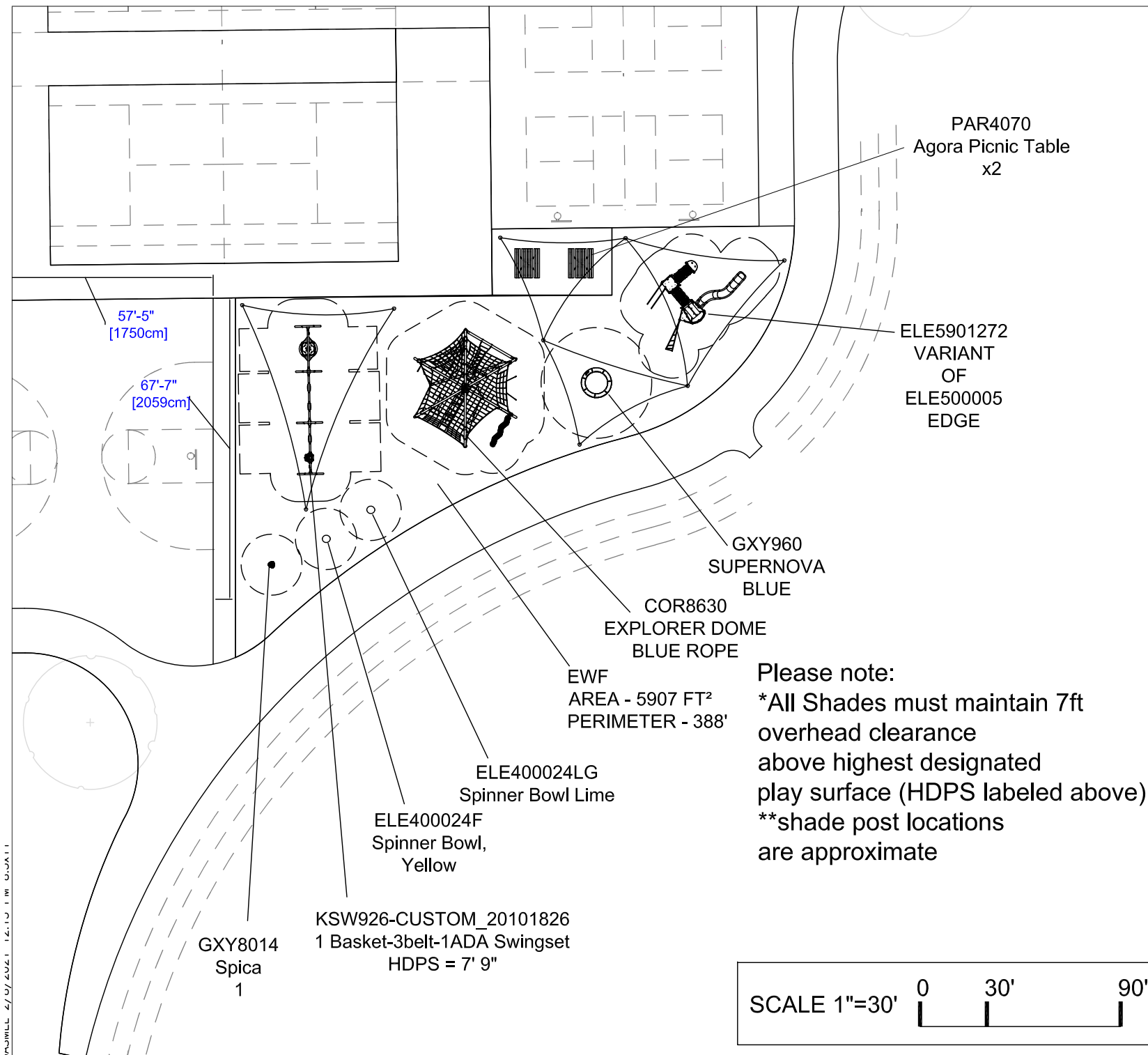
- Stamped engineered drawings or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

GENERAL NOTES:
PRINTED IN USA BY KOMPAN © 2018 KOMPAN, INC. AUSTIN, TX.
USA 800-426-9788
ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE
GRADE OF 1% MAXIMUM.
FOR SURFACE MOUNT OPTIONS, THE CONCRETE
REQUIREMENTS MAY BE UP TO 5¼" OF 3,500 PSI
MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR
SPECIFIC PRODUCT REQUIREMENTS.
SITE REPRESENTATION IS BASED UPON ESTIMATED SITE
DIMENSIONS AND CANNOT BE USED AS AN ACCURATE WAY OF
DETERMINING SITE AREA.
LAYOUT IS IN ACCORDANCE WITH ASTM F1487

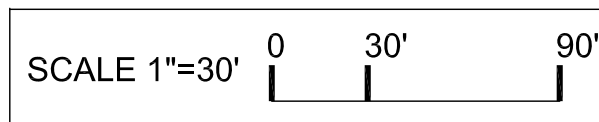
Jarboe Park
510 Florida Blvd.,
Neptune Beach FL 32266
Stacy Moseley

10	shade added	12/10/20
9	Equipment Edit	11/20/20
8	Equipment Edit	061820
7	Equipment Addition	061120
6	Area Change	061020
5	Area Change	060520
4	Equipment Change	051320
3	Equipment Change	090519
2	Equipment Change	080119
1	Equipment Change	040419
NO.	REVISION	ISSUE DATE

REVIEW BY: Design	REPS NAME: Stamos
	DATE: 051320
	DRAWN BY: MitMur
	SHEET: 62 L2.0



Please note:
*All Shades must maintain 7ft
overhead clearance
above highest designated
play surface (HDPS labeled above)
**shade post locations
are approximate





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

AGENDA ITEM:	Sp. Meeting Item # 5-Ghiotto & Associates, Additional Cost in Jarboe Park
SUBMITTED BY:	City Manager Stefen Wynn
DATE:	02/12/2021
BACKGROUND:	Due to stake work in Jarboe Park being over \$10,000, the City will need to obtain a contract with Ghiotto & Associates Surveying. The price should be a total not to exceed \$12,000, which includes \$3,682.50, already spent with \$8,317.50 remaining. The City received quotes from Durden Surveying and Mapping and Boatwright Land Surveyors was nonresponsive.
BUDGET:	See attached proposals and invoice
RECOMMENDATION:	Approve Ghiotto & Associates Additional Construction Staking Cost
ATTACHMENT:	Additional staking cost proposals and invoice

CITY OF NEPTUNE BEACH, FLORIDA

116 First Street
(904) 270-2400 - Fax: 270-2417

PURCHASE AUTHORIZATION

Vendor Name: Ghiotto & Associates, Inc. Date: 2/12/2021
Vendor Address: 2426 Philips Highway Phone Number: 904-886-0071
Jacksonville FL 32207-3550 Contact: Phil Ghiotto
Requesting Department: Grants & Resiliency Account to Charge: 301-1772-572-6065
Purpose or Use: Additional Staking: path alignments, court boundaries, stormwater inlets for Jarboe Park Phase I Construction
Vehicle or Equipment Number: N/A

Quotes (check the appropriate box)

☐ \$500-\$999 Two verbal quotes
☐ \$1,000-\$9,999 Three quotes signed by vendor
☒ \$10,000 and over-Appropriate Authorization and Project Approved by Council

Quantity	Description	Price	Total
	Additional Staking: path alignments, court boundaries, stormwater inlets	Not to exceed \$12,000.00	
TOTAL AMOUNT OF PURCHASE		Not to exceed \$12,000.00	

APPROVED:



Department Head

Date

2/12/2021

APPROVED:

Finance Director

Date

APPROVED:

City Manager

Date

Prepared by:

Colin Moore



September 29, 2020

Mr. Stefen Wynn, M.P.A.
Neptune Beach City Manager
116 1st Street
Neptune Beach, FL 32266

RE: Boundary Survey of Jarboe Park

Dear Mr. Wynn:

We are pleased to submit the following proposal for Professional Surveying and Mapping Services for the above-referenced survey.

We understand the Scope of Services to require a Boundary Survey of Jarboe Park in accordance with Standards of Practice for Surveys prepared in the State of Florida, F.A.C. 5J-17.051.

Proposed Lump Sum Fee = \$4045.00

Deliverables shall include six (6) signed and sealed prints of said Survey, along with electronic copies of the Boundary Survey in *.pdf and *.dwg (V2018) formats. We propose to begin work within one week of notice to proceed and deliver the completed Survey within three weeks of notice to proceed.

As requested, I have included hourly rates for Construction Staking of proposed improvements at Jarboe Park:

Field Crew = \$140.00/hour
Professional Surveyor & Mapper = \$135.00/hour
Survey Cad Technician = \$90.00/hour
Contract Coordinator = \$80.00/hour

I trust this is the information you need at this time. Please feel free to contact me should you have any questions or comments. Thank you for another opportunity to work with you and the City of Neptune Beach!

Sincerely,

Philip M. Ghiotto, President
Ghiotto & Associates, Inc.



Ghiotto & Associates, Inc.

2426 Phillips Highway
Jacksonville, FL 322073550
Tel: 904-886-0071 Fax: 904-886-7174
mhackman@ghiotto.com
www.ghiotto.com

Invoice

Invoice Date: Jan 28, 2021
Invoice Num: 3800

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

Project: 2020-161: - CONB BND SUR Jarboe Park
Phase: 2020-161:102 - CONB Stake Jarboe Park

Professional Services through January 27, 2021

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Professional Personnel:			
Clerical	0.50	\$80.00	\$40.00
Professional Surveyor & Mapper	0.50	\$135.00	\$67.50
Survey Technician	5.50	\$90.00	\$495.00
		Sub total:	\$602.50
Unit Billing:			
3 Man Survey Crew	22.00	\$140.00	\$3,080.00
		Sub total:	\$3,080.00
Total Professional Services:			<u>\$3,682.50</u>

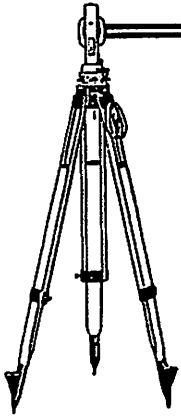
APPROVED

Total Due: \$3,682.50

ACCT# 3011772-572.6065

DEPT HEAD Cur Meade

FINANCE DIR _____



DURDEN

Surveying and Mapping, Inc.

985 11th Avenue South

Jacksonville Beach, FL 32250

(904) 853-6822

Fax (904) 853-6825

E-mail: bruce@durdensurveying.com

Stefen Wynn M.P.A.
Neptune Beach City manager,
City of Neptune Beach
116 1st Street.
Neptune Beach, Florida 32266

October 2, 2020

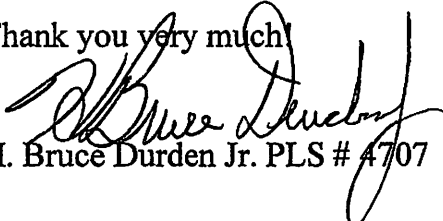
Mr. Wynn

At your request, I have prepared this proposal for Professional Land Surveying Services to prepare a perimeter boundary survey**. ** We will establish the perimeter boundary and show any improvements or possession indicators within 5 feet of each boundary line of the subject property**. Normally a boundary survey includes all improvements, however in your case you already have a topographic survey that should show everything which is being used for design of the new design of the park. All of the property corners will be set and if we are provided the former Topographic survey prepared by Ghiotto Surveying and Mapping we will at least incorporate the benchmarks into the drawing so that they can be found easily before and during construction.

We appreciate the opportunity to be of service to you. We can have this project completed within 5-10 business days of your signed notice to proceed. The lump sum fee for said survey will be a lump sum fee of \$4000.00. (a Full Boundary Survey with Improvements would be \$12,000-\$15000)

We were also asked about our current hourly rates for setting controls during construction. We charge \$175 per field Party Hour and \$100 Per CAD hour for pre computation, plotting and any as-builts that might be required. We always provide signed and sealed copies, PDF and CAD files. Right now we are caught up and could start this survey within days of notice to proceed. However we do need whatever files that you may have, even if they are just PDF copies.

Thank you very much!


H. Bruce Durden Jr. PLS # 4707



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

AGENDA ITEM:	Sp. Meeting # Item 6-Resolution No. 2021-04
SUBMITTED BY:	City Attorney Zachary Roth
DATE:	02/11/2021
BACKGROUND:	Proposed legislation Florida Senate Bill 522 and House Bill 219 would, except for ordinances adopt prior to June 1, 2011, preempt all local government regulation of short-term rentals to the State of Florida. Laws preempting the City's control over preserving the quality of life for those residents by regulating short-term rentals would dramatically impair many of the characteristics that make Neptune Beach a great place to live and work.
BUDGET:	N/A
RECOMMENDATION:	Pass Resolution No. 2021-04 opposing Senate Bill 522 and House Bill 219
ATTACHMENT:	Resolution No. 2021-04



RESOLUTION NO. 2021-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, OPPOSING FLORIDA SENATE BILL 522 AND HOUSE BILL 219, WHICH WOULD PREEMPT REGULATION OF SHORT-TERM RENTALS TO THE STATE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Senator Manny Diaz, Jr., and Representatives Jason Fischer and Anthony Sabatini are leading the effort to preempt regulation of short-term rentals to the state; and

WHEREAS, Senator Diaz's Senate Bill 522 and Representatives Fischer and Sabatini's House Bill 219 would, except for ordinances adopt prior to June 1, 2011, preempt all local government regulation of short-term rentals to the State of Florida; and

WHEREAS, a "one size fits all" approach by state regulation of short-term rentals in Florida ignores the fact that communities throughout our state are unique and have different needs with regard to this issue; and

WHEREAS, the City of Neptune Beach is composed mostly of year-round residents who live, work, eat, and play in our City; and

WHEREAS, laws preempting the City's control over preserving the quality of life for those residents by regulating short-term rentals would dramatically impair many of the characteristics that make Neptune Beach a great place to live and work; and

WHEREAS, decisions regarding matters directly impacting the quality of life of Florida's localities should be left to Florida's localities; and

WHEREAS, the City of Neptune Beach seeks to preserve and protect home rule authority for Neptune Beach and local governments.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Neptune Beach, Florida:

SECTION 1. That the City Council of the City of Neptune Beach opposes Senate Bill 522 and House Bill 219, preempting local regulation of short-term rentals.

SECTION 2. That the City Council directs the City Clerk to transmit a copy of this Resolution to the Florida Governor, the City of Jacksonville, the Florida League of Cities,

and the Duval County delegation of the Florida Legislature, for distribution.

SECTION 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Special Council Meeting held this _____ of _____, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



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

AGENDA ITEM:	Wkshp Meeting Item #6A-Proposed Ordinance-Parking Penalties
SUBMITTED BY:	Mobility Management Director
DATE:	02/11/2021
BACKGROUND:	In enforcing the provisions of the Code, the City has determined that alternative penalties would facilitate more efficient administration of the terms of Chapter 22 and provide clarity to users of parking within the controlled and/or metered parking zones within the City.
BUDGET:	N/A
RECOMMENDATION:	Consider the Proposed Ordinance for First Read on March 1, 2021.
ATTACHMENT:	Proposed Ordinance for Parking Penalties

SPONSORED BY:



ORDINANCE NO. 2021-__

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES, TRAFFIC AND MOTOR VEHICLES, BY AMENDING SECTION 22-46, PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach, adopted Ordinance No. 2019-07, establishing controlled and metered parking within certain designated zones within the City; and

WHEREAS, Ordinance No. 2019-07 established Section 22-46, which outlines penalties for violations of Chapter 22, Article IV of the Code; and

WHEREAS, Chapter 22 provides for penalties in the form of immobilization or towing of vehicles in violation of its provisions; and

WHEREAS, in enforcing the provisions of the Code, the City has determined that alternative penalties would facilitate more efficient administration of the terms of Chapter 22 and provide clarity to users of parking within the controlled and/or metered parking zones within the City; and

WHEREAS, the City has determined that a process designed to facilitate collection of fines, utilized in conjunction with immobilization and towing, will provide for such efficient administration; and

WHEREAS, the City also desires to implement a procedure for the appeal of parking tickets under Chapter 22; and

WHEREAS, the City Council of the City of Neptune Beach finds that these revisions to the City of Neptune Beach's Code will preserve, promote, and protect the health, safety, and welfare of its citizens.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL ON BEHALF OF THE PEOPLE OF THE CITY OF NEPTUNE BEACH, FLORIDA that:

SECTION 1. Chapter 22-46, of the Code of Ordinances of the City of Neptune Beach, Florida is hereby amended as follows:

Sec. 22-46. – Penalties.

- (a) Any person convicted of violating any section of this article shall be punished as provided in chapter 22, Traffic and Motor Vehicles.
- (b) Alternative Procedure. In addition to any other penalties authorized by this Chapter, the city adopts the following procedure, which may be used at the election of the district parking officer, but shall not be construed to be mandatory.
1. At least thirty (30) days following a motor vehicle's third (3rd) outstanding parking ticket, the district parking operator may deliver a first notice of outstanding fines to the address on file for the owner of the motor vehicle with the Department of Motor Vehicles, Neptune Beach Police Department, or other government agency. In the event such records are unavailable to the City, the district parking operator may send such notice to any address reasonably believed by the district parking operator to be affiliated with the owner of the motor vehicle.
 2. At least thirty days following a first notice, the district parking operator may deliver a second notice of outstanding fines to the address used for the first notice or such other address as the district parking operator has determined to be more likely that of the owner of the motor vehicle since delivery of the first notice.
 3. At least thirty days following a second notice, the district parking operator may cause to be scheduled a hearing before the special magistrate regarding such outstanding parking tickets. Notice of such hearing shall be delivered to the address used for the first or second notice or such other address as the district parking operator has determined to be more likely that of the owner of the motor vehicle since delivery of the first or second notice. The hearing before the special magistrate shall occur no sooner than ten (10) days after the notice of hearing is sent by the district parking operator.
 4. In the event a hearing is scheduled before the special magistrate, such hearing shall be conducted as provided in Chapter 2, Article VII, Division 2 of the Code. In addition to assessing the fines contained on the face of each parking ticket, the special magistrate shall also have the authority to assess their fees and costs, the City's legal fees and costs and costs of complying with the notice provisions of this section, and any other costs associated with the hearing against the owner of the motor vehicle, as well as to assess additional fines as follows:
 - i. For owners of motor vehicles appearing for outstanding parking tickets before the special magistrate for the first time, daily fines from the date of the parking ticket in the amount of up to ten dollars (\$10.00) per day.

- ii. For owners of motor vehicles who have previously appeared for outstanding parking tickets before the special, daily fines from the date of the parking ticket in the amount of up to twenty dollars (\$20.00) per day.
 - 5. Any notice delivered pursuant to this section shall be deemed valid and delivered if made in the manner described in Section 2-446.
 - 6. The city shall have the right to utilize any available method to obtain collection of any amounts awarded by the special magistrate under this section. The city shall also be authorized to obtain the assistance of the courts to collect such award. Any judicial remedies to be sought by this section are in addition to any other power of the city regarding parking enforcement. In the event it is necessary for the city to utilize the services of legal counsel in any collection procedures that utilize the assistance of the courts, the city shall be entitled to recover its reasonable attorney's fees and costs incurred in that action.
- (c) Appeals. In the event any person believes they have received a parking ticket or other fine in error or otherwise contrary to the terms and provisions of this Article, they may appeal such parking ticket or other fine as follows:
- 1. Within ten (10) business days of the issuance of the ticket or fine, the owner of such motor vehicle may submit a written appeal to the district parking operator through the city's website established for the controlled and/or metered parking within the city or alternative procedure adopted in writing by the district parking operator. Such written appeal shall include an email or mailing address for such appellant. If no appeal is filed within such time period or no email or mailing address is provided for such appellant, the validity of the ticket or fine shall be deemed admitted.
 - 2. Within ten (10) business days of receipt of a written appeal, the district parking operator shall determine whether to enforce, reduce, or waive the ticket or fine and shall provide notice to the appellant of such decision.
 - 3. Within ten (10) business days of receipt of the determination of the district parking operator, the appellant may appeal such decision to the special magistrate.
 - 4. The special magistrate shall hear such appeal at their next scheduled hearing, which shall be conducted as provided in Chapter 2, Article VII, Division 2 of the Code.
 - 5. In the event the the special magistrate upholds all or any of the ticket or fine as determined by the district parking operator, the appellant shall be responsible for all fees and costs associated with the hearing.

including those of the special magistrate and the legal fees and costs of the city. In the event the special magistrate overturns the decision of the district parking operator and waives the ticket or fine, the city shall bear the costs of the special magistrate and its own legal fees and costs.

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

SECTION 3. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 4. Effective Date. This ordinance shall take effect upon final reading and approval.

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this ____ day of February, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading this ____ day of March, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Zachary Roth, City Attorney

Stefen Wynn

From: Stefen Wynn
Sent: Saturday, February 6, 2021 7:09 PM
To: Carl LaFleur; Catherine Ponson; Colin Moore; Jim French; Kristina Wright; Leslie Lyne; Miklos Stoffel; parking; Piper Turner; Richard Pike
Cc: Zach Roth; Cheryl Bäck
Subject: Senior Activity Center Project - All Hands on Deck

Importance: High

Tracking:	Recipient	Read
	Carl LaFleur	Read: 2/6/2021 7:25 PM
	Catherine Ponson	
	Colin Moore	Read: 2/8/2021 8:47 AM
	Jim French	Read: 2/7/2021 10:23 AM
	Kristina Wright	Read: 2/6/2021 7:10 PM
	Leslie Lyne	Read: 2/6/2021 7:22 PM
	Miklos Stoffel	
	parking	Read: 2/8/2021 8:47 AM
	Piper Turner	
	Richard Pike	
	Zach Roth	
	Cheryl Bäck	

Team –

The Senior Center project is one that I've neglected since the beginning of the year. The City's capital campaign was wildly successful, thanks to Leslie's phenomenal fundraising efforts. Over the last few days, I've received many concerns related to the final placement, color, and finish work related to the Senior Center. While we all know that it isn't done, we've still received concerns from residents that must be addressed. I also need your help to get on board with making this project successful. Over the last few days, I've heard your concerns about the Senior Center as well, thank you for bringing them to my attention. Now, I need your assistance in finding solutions for those concerns.

Following this email, you'll get a calendar invite for a meeting to discuss the details of finishing the Senior Center, please plan on being available Tuesday, 2/9/2021 at 9AM. I'd like: Leslie, Carl, Catherine, and Kristina to join me in the City Hall conference room and: Colin, Jim, Piper, Megan S., Chief and Miklos to join through the GoToMeeting link found in the follow-up calendar invite. I'm going to need your help to fine-tune and implement a plan ensuring the Senior Center is a beautiful event space for the entire community that we serve.

Some good news: we've got time. We have time to develop and implement a plan over the next few months since the building itself will be unusable to seniors due to the effects of COVID-19. I understand that each of you are equally busy getting other projects out of the ground, normal routine tasks, and preparing for annual events, but I'm going to need your help to come up with a solid plan for this project.

Below is a list of tasks that we'll need to consider during the meeting.

Leslie

You'll need to give information about the size of the lot and include any buffering requirements that the City's code may have between residential and commercial properties. Please make sure that all potential companies receive the same information via email, it may be worthwhile to have potential bidders come out to the site ahead of time to see it firsthand. Please consider having the request to bidders by due by February 10th, and responses due to us by February 17th, 2021.

- Three Quotes from Landscape Architects:
 - Quote – Cost to Design and produce color renderings within an expedited timeframe
 - Alternative to Quote – Cost to Design, Procure, and Install all Landscaping Elements
 - Landscape Architects:
 - Basham & Lucas Design Group <https://www.bashamlucasdesigngroup.com/landscape-architecture>
 - Godard Design Associates, Brett Godard Principal – Neptune Beach Resident 541 Oleander Street
- Three Quotes from Landscaper:
 - Quote – Cost to work with a Landscape Architect, General Price per plant type, Price per Hour for Labor Required
- Three Quotes from Engineer:
 - Quote – Cost to Design Parking area in front of building (South side), staff parking on the side (East side), drainage for site and possibility of obtaining a permit from the SJRWMD, include working with an architect
 - Alternatives to include with Quote – Design of extending wall from Public Works around East Side of lot
 - Engineers that also are Landscape Architects:
 - Connelly & Wicker, Inc. <http://www.cwieng.com/> - This is also Buck Pittman Landscape Architecture
 - Prosser, <https://www.prosserinc.com/>
- Three Quotes from Design/Build Firm – I believe to be the most cost effective way to proceed
 - **Alternative – Design, Build for: Landscape Architecture, stormwater and parking lot design to include extension of wall from Public Works around East side of lot, and cost to furnish all labor to complete the project**
 - Design/Build Company Examples:
 - Kendale Design/Build General Contractors <https://kendale.net/>
 - Baker Design Build <http://bakerdesign.build/project-category/municipal/>
 - Skyline Construction <https://skylineconstruction-inc.com/ground-up-construction-gallery/>

Carl

I'll need your assistance to show how much of the Capital Improvement Plan has been committed based on existing and open contracts, and how much is left. I'll also need to know the balance of donations received and how much is available for use. All of the information that you provide will help to get a budget put together for completion of the Senior Center.

- Capital Improvement Plan Budget Status
- How much is available to design, install and construct the following:
 - Design of parking lot and landscaping
 - Landscaping, trees, bushes, mulching, flowers, and plants
 - Parking Lot, curbing, asphalt or stone, sidewalk
 - Front Porch, roof, ramps, and pathways
 - Curbing
 - Wall Extension
 - Moving Air Conditioners to the other side of the building
 - Electrical System upgrades including the possibility of a transformer

Colin

I sent over a grant opportunity that has a relatively quick turnaround required. Gov. DeSantis announced an opportunity to apply for Community Development Block Grant – Coronavirus (CDBG-CV) Relief. This might be something that we can apply to in order to upgrade the air filtration and HVAC at the Senior Center. I know that most CDBG activities have an LMMI component to them, but the Senior Center caters to people that most likely have fixed-incomes and are qualify under the L/M Income Limited Clientele test. Reference: CDBG Guide National Objectives Eligible Activities, 3-14 L/M Income Limited Clientele. I think that the Senior Center is a prime-candidate for the new opportunity.

- Contact with the CDBG Entitlement Community Director in Jacksonville
- Assist in putting together an application for funding with the following improvements:
 - HVAC relocation with improvements to air quality system to help stop the spread of viruses
 - Installing a new Central Air System with: HEPA fan/filter systems & Ultraviolet Germicidal irradiation (UVGI)
 - <https://www.cdc.gov/coronavirus/2019-ncov/community/ventilation.html>
 - Improvements to the entrance and exits of the building to accommodate ADA accessibility, including parking lot accommodations and design

Jim

I'll need you to review any designs and details that come in from engineers, architects. I'll also need your help in coordinating staff from Public Works to accomplish the work that we can do in-house such as porch construction, planting of trees and relevant plumbing items to help connect the building.

- Please get together a list of criteria that the SJRWMD will consider prior to issuing a permit for a parking lots.
- Please review my list of items to be quoted from architects and engineers and let me know what else needs to be included

As for timing. I'll undoubtedly be asked about the Senior Center at the 2/16/2021 Workshop. I plan on providing Council with a schedule to completion, similar to that of the Park. The good news is that I certainly don't expect the Senior Center to be completed by next week, we've got time. Generally, I'm looking to have everything completed by May, which means that there will be two projects moving simultaneously.

Miklos

I'll need you to consider the cost of installing a security and video monitoring system in the new senior center as well as getting telecommunications/internet to it.

Kristina

Please get together a list of items that the code requires between commercial buildings and residential neighborhoods. Are there buffering/screening requirements? Is there a minimum number of ADA spaces needed? Is there a minimum number of parking spaces required? Please let me know what codes we need to follow.

Piper

I'll need your help to coordinate permits for various activities: Electrical, Plumbing connection (PW to connect), HVAC improvements and relocation, landscaping, parking lot and curbing construction, porch construction, coordination with SJRWMD for permitting (with assistance from Jim).

Megan S.

Given your ability to manage a project, I'd like you to assist me and Leslie in putting this information together in a nice package to deliver to the Council as well as Residents.

In Public Service,



Stefen Wynn, M.P.A.

Neptune Beach City Manager

Phone: (904) 270-2400; ext. 32

Mobile: (904) 302-8097

Fax: (904) 270-2526

Email: CM@nbfl.us

116 1st St.

Neptune Beach, FL. 32266

www.ci.neptune-beach.fl.us



Stefen Wynn

From: Stefen Wynn
Sent: Saturday, February 6, 2021 8:10 PM
To: Stefen Wynn
Cc: Cheryl Bäck
Subject: RE: Senior Activity Center Project - All Hands on Deck

Sec. 27-459. - Landscape buffers.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(a)

Landscape buffers shall be established and maintained in accordance with this section. These requirements are illustrated in Figure 27-457-1. [See Figures at the end of article IX.]

(b)

One (1) or more of the following provisions may be applicable to a specific use. In such case, the most stringent requirement shall apply.

(c)

Landscaped buffers shall be deemed the minimum necessary to achieve compatibility between land uses. Vehicular use areas and retention ponds may not be located within buffers.

(1)

Landscape buffers along rights-of-way.

a.

A landscaped area of minimum nine (9) feet in width shall be located between off-street parking areas and abutting rights-of-way. This area shall include one (1) shade tree for every fifty (50) linear feet of frontage. In addition, a hedge of at least two (2) feet in height upon planting shall be located along the parking lot side of this buffer. This width shall be reduced to five (5) feet in the central business district (CBD).

b.

A masonry wall may be substituted for the required hedge, provided it does not exceed four (4) feet in height. One (1) shrub for every four (4) linear feet of barrier shall be planted abutting these masonry walls, and may be clustered rather than evenly spaced. The remainder of the required buffer shall be landscaped with turf, shrubs or groundcover.

c.

Minimum length. Landscape buffers shall extend along the entire length of the property boundary abutting the right-of-way, and may only be altered for the following purposes:

1.

Construction of accessways as necessary and in compliance with an approved development plan.

2.

Installation of stormwater, drainage or utility improvements as necessary and in compliance with an approved development plan.

3.

Grading for retention as necessary and in compliance with an approved development plan.

4.

Selective clearing for visibility of freestanding signs.

5.

The regular pruning of trees to provide clear trunk and visibility between three (3) feet and fifteen (15) feet above grade. Such pruning shall only be permitted for trees with height and maturity necessary to reasonably accommodate such activity.

6.

The regular removal of dead materials and debris.

7.

Installation of additional landscape materials required by this Code.

(2)

Landscape buffers adjacent to residential uses.

a.

A buffer shall be required for any uses other than single-family that abut single-family uses or properties. The buffer shall be minimum ten (10) feet in width, and shall contain an opaque screen composed of either plant materials, or a combination of plant materials and masonry walls. Required buffers shall have a minimum height of six (6) feet.

b.

Landscape materials shall include a visual screen of shrubs that will attain a height of six (6) feet, with seventy-five (75) percent opacity, within twenty-four (24) months of planting. One (1) shade tree per twenty-five (25) linear feet shall be planted within the buffer, or a combination of one (1) shade tree and two (2) understory trees per fifty (50) linear feet.

c.

A six-foot masonry wall may be substituted for the shrub screen. In this case, one (1) shade tree per twenty-five (25) linear feet shall be planted within the buffer.

d.

The remainder of the required buffer shall be landscaped with turf, groundcover or shrubs.

Buffer adjacent to residential use areas

Right-of-way Buffer

Perimeter landscape for vehicular use areas

Landscape islands in parking areas

BUILDING

Existing vegetation as buffer

