



AGENDA
Workshop City Council Meeting
Monday, October 21, 2019, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. CITY MANAGER REPORT
4. COMMITTEE REPORTS
 - A. Land Use and Parks
 - B. Strategic Planning and Visioning
 - C. Transportation and Public Safety
 - D. Finance, Charter and Boards
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES
 - A. PROPOSED ORDINANCE NO. 2019-, An Ordinance of the City Of Neptune Beach, Florida, Enacting A Temporary Moratorium To Prohibit The Acceptance or Processing of any Application for a Development Order or Any Other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Plat or Replat in the R-4 Zoning District as set forth in Chapter 27, Unified Land Development Regulations, Division 3, Section 27-101 through 27-102, Platting Requirements Chapter 27, Unified Land Development Regulations, Division 4 Section 27-105 through 27-109, Minor Replat Requirements, and 27-110 Temporary Moratorium; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date. p. 2
 - B. PROPOSED ORDINANCE NO. 2019- An Ordinance of the City Of Neptune Beach, Florida Amending Chapter 28, Nuisances, Amended Article III, Nuisance Lighting, Sections 28-11- 28-15; and Providing an Effective Date. p.11
7. CONTRACTS / AGREEMENTS
 - A. Agreement For Professional Services for the Comprehensive Plan and Land Development Code Revision With Dover, Kohl & Partners p.16
8. ISSUE DEVELOPMENT
 - A. Resolution No. 2019-11, Community Development Board Reappointment p.43
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN



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

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

SUBMITTED BY: Councilors Kerry Chin and Josh Messinger

DATE: October 16, 2019

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

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

BUDGET: N/A

RECOMMENDATION: Consider moving the proposed ordinance for first read on November 4, 2019 at the Regular City Council meeting. The proposed ordinance was approved by the Community Development Board by a 5-1 vote.

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

SPONSORED BY:

COUNCILORS CHIN &
MESSINGER



ORDINANCE NO. 2019-__

A BILL TO BE ENTITLED

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

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

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

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

WHEREAS, the City Council has noted the significant number of requested plats and replats of properties in the R-4 zoning district as established by Section 27-221, as well as the significant number of potential future requests, and the potential effects of these

activities on the unique character and environment of Neptune Beach and the R-4 zoning district, in particular, including but not limited to those effects caused by the impacts of high-tide events, storm surge, flash floods, stormwater runoff, and sea-level rise as recognized by the Florida Legislature in sec. 163.3178, Fla. Stat.; and

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

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

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

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

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

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

ARTICLE III. – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES

Sec. 27-110.

(a) **Purpose.**

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

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

(b) Imposition of Temporary Moratorium.

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

(c) Term.

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

(d) Early Termination.

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

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

(e) Repeal of Laws in Conflict.

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

(f) **Effective Date.**

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

VOTE RESULTS OF FIRST READING:

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

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

VOTE RESULTS OF SECOND AND FINAL READING:

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

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

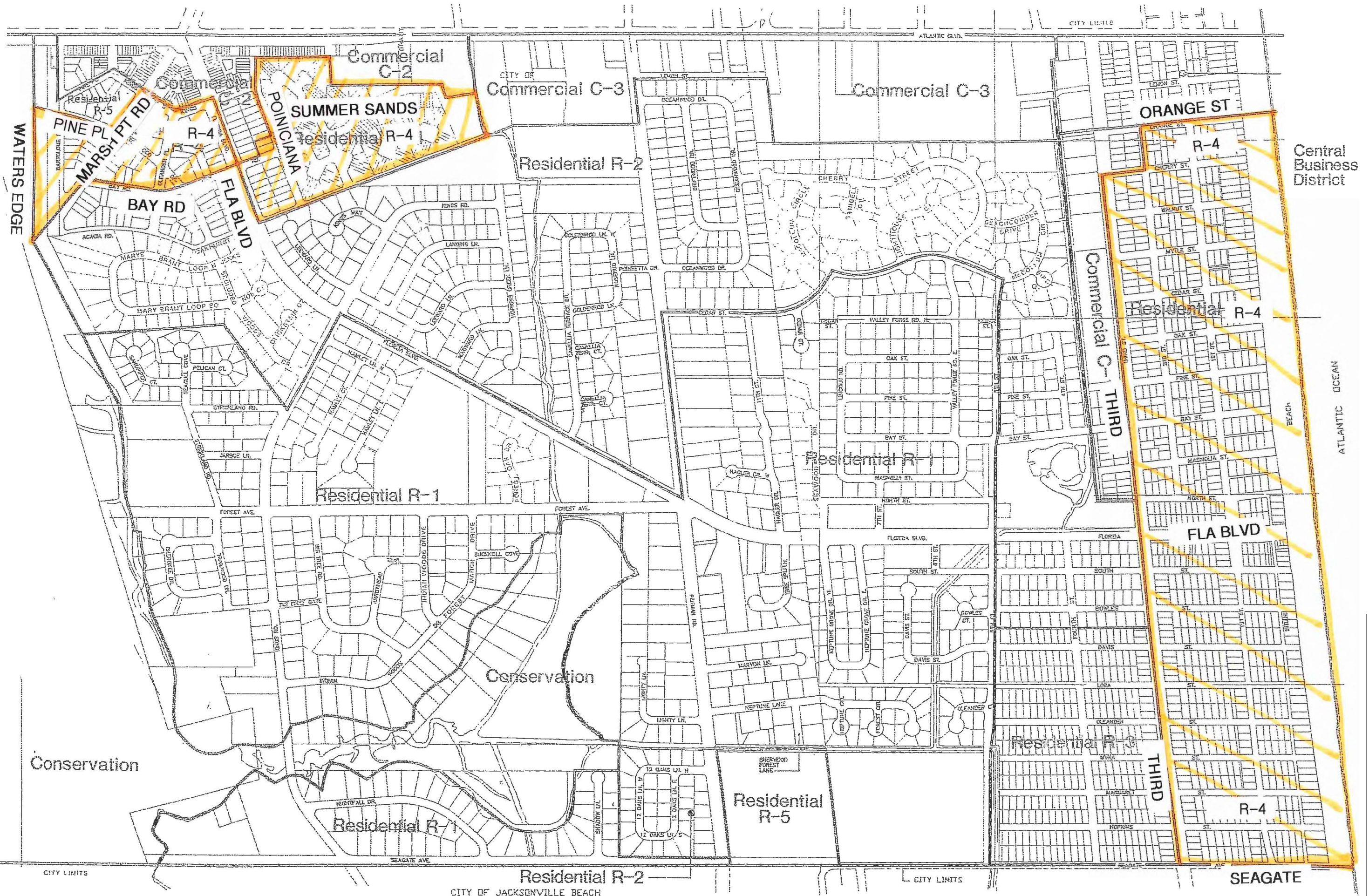
Elaine Brown, Mayor

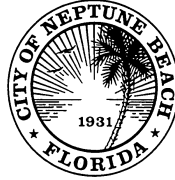
ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents

Zachary Roth, City Attorney





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

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

Attendance

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

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

Call to Order/Roll Call

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

Minutes

Made by Livingston, seconded by Kelly.

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

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

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

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

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

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

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

Board discussion and comments:

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

Made by Kelly, seconded by Randolph.

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

Roll Call Vote:

Ayes: 5-Kelly, Randolph, Livingston, Dill, Goodin
Noes: 1-Frosio

MOTION APPROVED.

Board
Procedures

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

Made by Livingston, seconded by Kelly.

MOTION: ADOPTION OF BOARD'S PROCEDURES AS WRITTEN.

Roll Call Vote:

Ayes: 5-Kelly, Randolph, Livingston, Dill, Goodin
Abstain: 1-Frosio

Adjournment

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

Chairperson Christopher Goodin



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

- AGENDA ITEM:** PROPOSED ORDINANCE NO. 2019- An Ordinance of the City Of Neptune Beach, Florida Amending Chapter 28, Nuisances, Amended Article III, Nuisance Lighting, Sections 28-11- 28-15; and Providing an Effective Date.
- SUBMITTED BY:** Councilor Josh Messinger
- DATE:** October 16, 2019
- BACKGROUND:** Ordinance No. 2019-02, adding Nuisance Lighting Regulations, was adopted on April 1, 2019. Amendments to that ordinance were discussed at the October 17, 2019, Land Use & Parks Committee Meeting. It was recommended to move the amendments in ordinance form to the October 21, 2019 Council Workshop for forwarding to the November 4, 2019 Regular Council Meeting.
- BUDGET:** N/A
- RECOMMENDATION:** Consider the proposed lighting ordinance amendments
- ATTACHMENT:** 1. Proposed Lighting Ordinance Changes (00783711x9CBC3) (2)

SPONSORED BY:

COUNCILOR MESSINGER



ORDINANCE NO. 2019-__

A BILL TO BE ENTITLED

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

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

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

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

ARTICLE III. NUISANCE LIGHTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 28-14. Nonconforming lighting.

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

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

Sec. 28-15. Penalties.

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

First offense Warning issued and 30 days to come into compliance

Second offense\$100.00

Third and any subsequent offense \$500.00

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

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

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this ___day of _____, 2019.

VOTE RESULTS OF SECOND AND FINAL READING:

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

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

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents

Zachary Roth, City Attorney



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

- AGENDA ITEM:** Agreement For Professional Services for the Comprehensive Plan and Land Development Code Revision With Dover, Kohl & Partners
- SUBMITTED BY:** Dover, Kohl, & Partners Town Planning
- DATE:** October 17, 2019
- BACKGROUND:** The City Council approved Dover, Kohl & Partners on August 5, 2019, for the revision of the Comprehensive Plan and Land Development Code revision through an RFQ process. They have presented an agreement for Council review, which includes a scope and fee.
- BUDGET:** The project will be budget through two fiscal years.
- RECOMMENDATION:** Consider the proposed agreement from Dover, Kohl & Partners.
- ATTACHMENT:** 1. CNB_Comprehensive Plan and LDC Update Contract_101719

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

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

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

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

ARTICLE 1

Scope of Services

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

ARTICLE 2

Term

The term of this Agreement shall be eighteen (18) months, commencing on the effective date hereof. The City shall have the option(s) to extend the term hereof, twice, for a period of six (6) months each, subject to availability and appropriation of funds. Should the contact terminate prematurely Consultant shall be reimbursed for services performed up to the point of termination.

ARTICLE 3

Compensation

The amount of compensation payable by the City to the Consultant shall be based on the rates and schedules described in **EXHIBIT B** hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation for the Services exceed Four Hundred Fifty-two Thousand One Hundred and Ten Dollars (**\$452,110**) including all labor compensation. There is an estimate of Thirty Thousand Dollars (\$30,000) for all direct and normal expenses, including travel, incurred in connection with these Services for Phases 1 & 2 only. Direct expenses for Phase 3 will be estimated after the final delivery of Phase 2 work.

ARTICLE 4

Format of Final Work Products

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

- A. **Written Documents.** Written documents shall be provided in an appropriate digital format including pdf and an editable format such as InDesign and digitally stored in an appropriate computer format. Consultant will provide City a digital copy.

Graphic Documents. documents shall be provided in an appropriate digital format including pdf and an editable format such as InDesign and digitally stored in an appropriate computer format. Consultant will provide City a digital copy.

- B. **Printed Copies.** Printed copies of written or graphic documents, or any portion of such documents, may be provided at the cost of reproduction, including an additional fee for services at the hourly rates indicated in Exhibit B of this Agreement.

ARTICLE 5

Ownership and Use of Documents

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

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

ARTICLE 6

Suspension, Termination, or Withdrawal

- A. **Suspension.** If City fails to make timely payment to Consultant of fees or expenses, Consultant may suspend performance of services under this Agreement upon seven (7) days written notice. No further notice of a suspension shall be required, unless Consultant receives full payment within seven

(7) days of delivering to City such written notice. Consultant shall have no liability to City for any delay or damage caused by a suspension of services due to untimely payment by City. City shall incur all fees and costs associated with any delay or suspension of services not the fault of Consultant, including but not limited to any costs associated with changing travel dates.

- B. **Termination.** City may terminate this Agreement upon seven (7) days written notice to Consultant. If this Agreement is terminated, City shall reasonably compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of termination. The Consultant may terminate this Agreement upon seven (7) days written notice to the City.
- C. **Withdrawal.** If Consultant reasonably concludes that City is not implementing the design intent of the Master Plan, Consultant shall at the earliest reasonable opportunity notify City in writing and explain the basis for this conclusion. If City is unable to resolve the concerns of Consultant within a reasonable period of time, then Consultant may remove its name from the Project and prohibit City from using the name of Consultant in connection with the design or any presentation, advertisement, or promotional material associated with the Project. Upon withdrawal, City shall compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of withdrawal. Should some other unforeseen condition arise that would cause the need for Consultant to withdraw from the project, Consultant shall work with the City to resolve the conflict or to coordinate a withdrawal process to stop the work or transition the work to others.

ARTICLE 7

Publication of Promotional Materials

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

ARTICLE 8

Miscellaneous Provisions

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

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

- D. **Force Majeure.** If either party is unable to perform its obligations under this Agreement due to a natural disaster or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- E. **Limitations on Liability.** The work of Dover, Kohl & Partners on this project is for the purposes of town planning and conceptual illustration only, not for construction, and is based on limited, preliminary site information only. This work does not replace the future work of licensed professionals including surveyors, architects, engineers, and landscape architects and this work does not represent a guarantee of any kind. All concepts, dimensions and details depicted here are subject to future field verification, engineering best practices, and extensive review by others. Dover, Kohl & Partners shall not have any control over and shall not be responsible for engineering details, construction means, procedures, safety precautions, or legal disclosures in the implementation of the project, or for errors or omissions by future consultants, contractors, owners, government, or any other person or entity.
- F. **Confidentiality.** DK&P agrees that they shall treat all information received and produced under this Agreement, as absolutely confidential. DK&P shall not disclose this information to any other person or entity not directly affiliated with the parties, unless legally compelled to do so, and then, only upon timely prior notice to the Client, giving it sufficient time to contest any such disclosure. At such time as they are made public by the Client, or with prior written approval by the Client, DK&P may duplicate documents provided under this Agreement for its business purposes, including general promotional purposes. For any other purposes, DK&P shall obtain approval from the Client, such approval shall not be unreasonably withheld.
- G. **Ownership & Use of Documents.** Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:
- H. **Instruments of Service.** DK&P use during the course of the Project certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids, and various written materials. Subject to Client's rights hereunder, DK&P and Client are deemed the joint owners of this documentation and reserve all rights of ownership and legal protections, including copyright, which may be available under common law and statutory law.
- I. **Final Work Products.** Final work products produced during the course of the Project under this Agreement shall be delivered to and become property of the Client. Client shall have a right to retain, use, and reproduce final work products. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- J. **Reproductions.** Written and graphic documents shall be protected by copyright and not reproduced for the sale or use by third parties without the written permission of Client and DK&P. Subject to such reasonable limitations as may be required by Client's marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "Dover, Kohl & Partners,

Town Planning.” Consultant reserves the right to require the removal of this credit from appearing on final work products or instruments of service that have been modified without DK&P’s prior written consent.

- K. **Public Records.** The publication or distribution of documents to satisfy official regulatory requirements or Public Records Laws shall not be construed as an unauthorized use in contravention of the reserved rights of DK&P.
- L. **Suspension, Termination or Withdrawal**
- a. **Suspension.** If Client fails to make timely payment to DK&P of fees or expenses, DK&P may suspend performance of services under this Agreement upon seven (7) days written notice. No further notice of a suspension shall be required, unless DK&P receives full payment within seven (7) days of delivering to Client such written notice. DK&P shall have no liability to Client for any delay or damage caused by a suspension of services due to untimely payment by Client. Client shall incur all fees and costs associated with any delay or suspension of services not the fault of Consultant, including but not limited to any costs associated with changing travel dates.
 - b. **Termination.** Client or DK&P may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall reasonably compensate DK&P for services performed and reimburse expenses reasonably incurred up to the date of termination.
 - c. **Withdrawal.** If DK&P reasonably concludes that Client is not implementing the design intent of the Master Plan, DK&P shall at the earliest reasonable opportunity notify Client in writing and explain the basis for this conclusion. If Client is unable to resolve the concerns of DK&P within a reasonable period of time, then DK&P may remove its name from the Project and prohibit Client from using the name of DK&P in connection with the design or any presentation, advertisement, or promotional material associated with the Project. Upon withdrawal, Client shall compensate DK&P for services performed and reimburse expenses reasonably incurred up to the date of withdrawal. Should some other unforeseen condition arise that would cause the need for the DK&P to withdraw from the project, DK&P shall work with Client to resolve the conflict or to coordinate a withdrawal process to stop the work or transition the work to others.
- M. **Amendments.** The duties, responsibilities, and limitations on authority of Consultant shall not be restricted, extended, or modified without a prior written agreement signed by City and Consultant.
- N. **Assignments.** City and Consultant each bind themselves, and their partners, legal representatives, successors, and assigns, to the other party to this Agreement and to its partners, legal representatives, successors, and assigns. Neither City nor Consultant may, without the prior written consent of the other party, assign or transfer to third parties any rights or obligations arising under this Agreement.
- O. **Prohibition Against Contingency Fees.** The Consultant warrants that it has not employed any person, firm corporation or other entity other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, firm, corporation, or other entity, other than a bona fide employee working solely for the Consultant any favor, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Agreement or any other agreement with the City. In the event of breach of this provision, the City shall have the right to terminate this or any other agreement with the Consultant without liability, and, in its discretion, to deduct from amounts due under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- P. **Integration.** This Agreement constitutes the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. If one or more provisions contained in this Agreement should be deemed invalid, void, or unenforceable, the remaining provisions shall remain valid, binding, and enforceable to the fullest extent of the law.
- Q. **Default and Remedies for Default.** Violations of any of the provisions of this Agreement, including a failure to pay any sum of money when due, shall constitute an act of default. Upon any act of default, the non-defaulting party may terminate this Agreement and exercise any and all legal and equitable remedies.
- R. **Notice.** Where this Agreement provides that written notice be delivered, such notice shall be delivered using the most expeditious means available, while taking into consideration such factors as delivery time, reliability, verifiability, and expense. City and Consultant have designated the following business addresses as appropriate for receiving such notice:

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

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

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

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

“City”

CITY OF Neptune Beach

By: _____

Name

Title

City of Neptune Beach, Florida

“Consultant”

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

By: _____

Joseph Kohl

Title: Principal / Vice President

EXHIBIT A
SCOPE OF SERVICES

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

PHASE 1: VISION PLAN

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

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

1.1 Phase 1 Project Kick-off Meeting

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

1.2 Public Outreach and Participation Plan

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

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

1.3 City of Neptune Beach Communication Materials

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

1.4 Initial Review of Previous Plans & Existing Conditions

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

Systems will be used to perform much of this analysis. DK&P will request a list of information to be provided by the City of Neptune Beach, including, but not limited to:

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

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

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

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

TASK 2: PUBLIC ENGAGEMENT & VISIONING (FEB 2020)

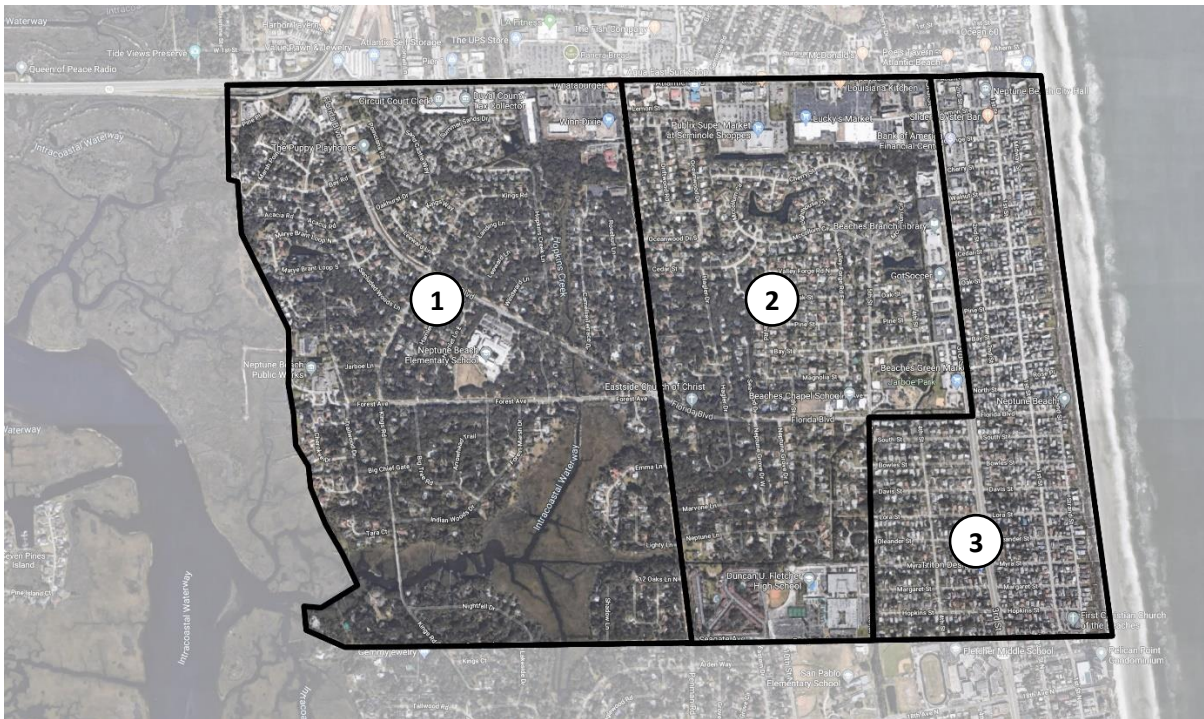
The Vision Plan is centered around an eight-day Public Design Charrette held on-site in Neptune Beach and split between two separate trips. DK&P will lead a series of public meetings, design sessions, interviews, and technical meetings to quickly engage the community. This intense, comprehensive method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

2.1 Charrette Prep & Logistics

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

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

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



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

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

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

2.2.1 Evening Community Involvement Session

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

2.2.2 On-site Design Studio

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

2.2.2.a Technical and Stakeholder Meetings

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

2.2.2.b Conceptual Illustrative Plans and Renderings

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

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

2.2.2.c Developing the Preliminary Vision for Neptune Beach

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

2.2.3 Work-in-Progress Presentation

At the conclusion of the Public Design Workshop, the planning team will present the work generated to date at an evening "Work-in-Progress" Presentation. At this presentation, the team will present the ideas gathered from the community throughout the week and demonstrate how these ideas help to shape a Preliminary Vision Plan for the City. The team will also present the draft Conceptual Illustrative Plans, renderings, and visualizations of the strategies for future growth and conservation of Neptune Beach. The Work-in-Progress Presentation is not the end of the process, rather it is an opportunity to solicit feedback on the work that has been produced.

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

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

3.1 Community Engagement Summary

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

3.2 Assessment of Previous Plans & Existing Conditions Memo

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

3.3 Vision Plan Annotated Outline

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

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

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

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

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

4.2 Draft Vision Plan

DK&P will take the big ideas that were established during the public process and further develop them to form a detailed vision of the future Neptune Beach. Based on previous vision plans, the topics that will be most highlighted in the document are community character (i.e. land use and urban form), mobility and street design, historic preservation, and resilience/sustainability. The Conceptual Illustrative Plan and Renderings will be integrated into the Comprehensive Plan and will help to make the Neptune Beach Comprehensive Plan an easy to understand document. Making the Plan more accessible will increase its usability and help achieve the Vision established by the community.

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

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

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

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

5.1 Draft Vision Plan Review

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

5.2 Revisions & Final Vision Plan Submittal

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

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

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

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

Task 1 Deliverables

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

Task 2 Deliverables

- 1. Charrette Materials*
- 2. Public Design Workshop Part 1 & 2*
 - a. Neighborhood Design and Input Sessions*
 - b. Evening Community Involvement Session*
 - c. On-site Design Studio*
 - d. Technical and Stakeholder Meetings*

Task 3 Deliverables

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

Task 4 Deliverables

1. *Draft Vision Plan*

Task 5 Deliverables

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

PHASE 2: COMPREHENSIVE PLAN UPDATE

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

Task 1 will include an assessment of the existing Comprehensive Plan, which will determine what additional meetings and information are needed to make the necessary updates to the Comprehensive Plan. This task will also establish the draft Comprehensive Plan framework.

1.1 Phase 2 Project Kick-Off Meeting

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

1.2 City of Neptune Beach Communication Materials (Updates)

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

1.3 Existing Comprehensive Plan Assessment

The team will undertake a high-level assessment of Neptune Beach's existing Comprehensive Plan. This assessment will identify where additional and updated information should be included, as well as outlining which goals, objectives, and policies should be amended to reflect current best practices, community priorities, and new environmental and economic realities. The purpose of this assessment is to provide direction to City Staff, who will be leading the Comprehensive Plan updates.

1.4 Comprehensive Plan Annotated Outline

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

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

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

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

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

2.1 Review & Support the Draft Comprehensive Plan Update

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

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

- Future Land Use Element
- Transportation Element
- Housing Element
- Infrastructure Element
- Coastal Management & Conservation Element
- Recreation & Open Space Element
- Intergovernmental Coordination Element
- Capital Improvements Element
- Public Schools Facilities Element
- Optional Elements:
 - Community Design (can be folded into Future Land Use Element)
 - Arts, Culture and Historic Preservation
 - Climate Resilience and Adaptation (can be folded into the Coastal Management & Conservation Element)
 - Economic Development

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

Following the submittal of the first internal draft of the Comprehensive Plan Update, a DK&P principal, project director and town planner, as well as a local team member from WGI will lead an on-site 2-day workshop to review and discuss the first draft of the Comprehensive Plan. City staff, stakeholders, and community leaders will join the consultant team to review and discuss

revisions to the goals, objectives, and policies. The first day will focus exclusively on the Land Use and Transportation elements, as these two typically need the most time to review, whereas day two will focus on all the remaining elements.

2.1 First Round of Revisions

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

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

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

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

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

3.1 Second Round of Revisions and Final Draft Comprehensive Plan Update

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

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

The City of Neptune Beach will announce and conduct a public hearing to adopt the proposed Comprehensive Plan amendments. A local team member from WGI can attend this initial adoption hearing and the DK&P Team can also be available to assist in producing meeting materials ahead of the hearing. The City of Neptune Beach will then have ten (10) working days to transmit the proposed amendments to the State Land Planning Agency and review agencies.

3.3 State Agency Comments & Final Round of Revisions

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

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

Once comments have been received from the state agencies, the City of Neptune Beach will have up to 180 day to schedule a second public hearing. The purpose of this hearing is to adopt the final Comprehensive Plan Amendments. DK&P can be available to produce meeting materials for this hearing and a local WGI team member can also be available to attend. Once the amendments

have been adopted, the City will have ten (10) working days to package the amendments and send to the State Land Planning Agency and any other agencies that provided comments.

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

Task 1 Deliverables

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

Task 2 Deliverables

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

Task 3 Deliverables

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

PHASE 3: LAND DEVELOPMENT CODE (LDC)

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

1.1 Phase 3 Project Kick-Off Meeting

At the start of phase 3, the DK&P Team will schedule a phone call with the City of Neptune Beach to review any additional base information needs, identify additional stakeholders for the coding process, strategize on the format of the two public design workshops, and refine a detailed schedule with key deliverables and milestones for the creation of the Land Development Code (LDC) updates.

1.2 Neptune Beach Communication Materials (Updates)

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

1.3 Creation of Base Maps

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

1.4 Code Framework Workshops (Trip 8 – 3 Days)

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

The workshop will likely include the following components:

1.4.1 Code Framework Meeting

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

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

1.4.2 Evening Community Involvement Session

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

Following the presentation, the team will work with the community on interactive exercises such as interactive synoptic surveys and measuring and recording key dimensions such as setbacks, street widths, and building height for applicable precedent blocks and streets. This helps participants to understand the urban design metrics of desirable development forms that could become part of the code. Although one of the main goals of this session is to educate, we are also listening for community concerns and areas of confusion so that we can tailor our work and our presentations to answer the community’s questions and address their concerns.

1.4.3 Technical Meetings and Stakeholder Meetings

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

1.4.4 Building the Code Framework

Based on discussions prior to the charrette, city staff meeting, community involvement session, and technical meetings, our team will build the framework of the Land Development Code updates. This will begin with the creation of an outline identifying sections to be included in the ordinance or overlay and how they interact with one another. Then sections of the code will

begin to be filled in. This is a detailed process that often takes place over longer periods of time. Developing this on-site, in close coordination with City staff allows for great advancements.

1.4.5 Mapping & Visuals

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

1.4.6 Code-In-Progress Meeting

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

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

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

2.1 Land Development Code First Draft

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

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

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

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

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

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

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

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

The workshop will likely include the following components:

3.1.1 Public Presentation

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

3.1.2 Open House

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

3.1.3 Technical Meetings and Stakeholder Meetings

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

3.3 Review of Public Comments

The City and community will be given adequate time to review and provide comments to the *First Draft* of the LDC update. A comment period will be pre-determined by City staff. Although our document will be as clear and concise as possible, it may still take some time to fully understand the implications and results that the code will produce. Although adequate time will be given, we urge that not too much time pass to for the City to provide feedback and comments so that momentum for the creation of the code is not lost.

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

3.4 Code Revisions & Final Draft Land Development Code

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

TASK 4: APPROVAL PROCESS (NOV – DEC 2021)

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

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

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

4.2 Final Document Revisions

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

4.3 Public Hearing Presentations

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

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

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

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

Task 1 Deliverables

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

Task 2 Deliverables

1. *First Draft of the Code*

Task 3 Deliverables

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

Task 4 Deliverables

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

Responsibilities of the City

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

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

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

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

- A. To facilitate communications, the City should provide a single point of contact for logistical needs for the DK&P Team.
- B. The City will provide supplementary information or technical assistance that may be requested during the course of the project. We anticipate working closely with City staff to ensure the first draft is as close as possible to a final product. As such we anticipate utilizing the City's knowledge of what has and has not worked in the past and how far the City is comfortable with in pushing boundaries to build in the smoothest development process that achieves the desired results throughout the City.
- C. The City will be responsible for providing a unified set of comments to draft deliverables within an agreed time frame. An adequate amount of time will be provided so that all departments have an opportunity to review and understand the Ordinance from the metrics to the administrative processes.
- D. Relevant City staff (Planning Department as well as representatives from the Building, Engineering, Public Works, and Zoning Departments) will attend and participate in project meetings.
- E. The City is anticipated to provide relevant base data and information including editable files (if available) of all existing codes and ordinances to be incorporated into the Land Development Code and any relevant GIS information that has been updated since 2017. Upon commencement of the Project, the City shall provide the Consultant with the above information. The City represents to the Consultant that it may depend upon the accuracy and completeness of the information so provided. In accordance with the Scope of Services, the Consultant requests that the City provide the following Base Information:
 - a. RELEVANT EXISTING REGULATIONS, particularly regulations that are intended to be incorporated into or replaced by the Land Development Code including the subdivision, zoning, streets and sidewalks, traffic, trees and landscape standards.

- b. ANY OTHER RELEVANT DATA, including pertinent portions of previous local zoning approvals, covenants, and previous site studies, traffic studies, infrastructure studies, market feasibility studies, historical background, etc.
- F. The City is anticipated to provide public outreach throughout the project. This includes identifying key stakeholders, contacting stakeholders to coordinate attendance at meetings and workshops, and the printing and distribution of materials to promote public events. The DK&P Team can provide assistance in the creation of materials to distribute as described within the Work Program.
- G. The City will be responsible for distribution of draft code materials both internally and for community / stakeholder review, including the printing of hard copies and maintaining / updating a project website.
- H. The City will be responsible for scheduling and securing meeting spaces for project meetings and presentations including public events.
- I. In order to conduct a successful Charrette/Workshop process:
- J. The City will identify additional table facilitators as needed for the Hands-on Coding Workshop. The additional facilitators may be members of City staff or volunteers from the community. The Consultant team will provide at least four (4) facilitators and will provide a briefing/ instruction for all new facilitators. There should be one (1) facilitator per every ten (10) attendees to the workshop.
- K. The City will provide meeting spaces for Charrette/Workshop events, including meeting rooms, presentation rooms, and studio workspace.
- L. The City will provide necessary refreshments for all public involvement events.
- M. The City will provide for video recording of all public meetings and workshops, if desired.
- N. The City should make every effort to ensure the attendance of a majority of elected officials and stakeholders at Charrette/Workshop presentations.
- O. The City will promptly tender payment to Consultant of all valid invoices.

EXHIBIT B
COMPENSATION

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

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

Fees by Project Phase:

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

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

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

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

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

D. **Additional Services.** Additional services that Client may authorize, and which Consultant has not

expressly agreed to provide, unless subject to a written Change Order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to Client at the hourly rates indicated below in Section D of this Article. Consultant will present Client with a monthly invoice for additional fees whenever additional services have been provided.

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

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

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

- E. **Reimbursable Expenses.** Reimbursable expenses for the scope of work for have been estimated between Thirty-five Thousand Dollars and Forty-five Thousand Dollars (\$35,000 - \$45,000) in addition to the overall flat fee. Consultant may seek authorization prior to exceeding this budgeted amount. Although Consultant will seek Client's authorization prior to incurring any extraordinary expenses, Consultant considers ordinary expenses to include the following:
7. Reproduction expenses, such as printing, photocopying, and digital storage supplies;
 8. Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
 9. Travel expenses including airfare, ground transportation, and food costs;
 10. Any other limited miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for the Project or in the service of the Client.
 11. Expenses of any additional insurance limits or coverage, including professional liability insurance requested by the Client beyond present coverage.
 12. The city is responsible for the cost of any items not listed including the rental of spaces, mailers, and banners.
- F. **Changes to the Scope of Work.** Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate.
- G. **Additional Services.** Additional services that Client may authorize, and which Consultant has not expressly agreed to provide, unless subject to a written Change Order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to Client at the hourly rates indicated below in Section D of this Article. Consultant will present Client with a monthly invoice for additional fees whenever additional services have been provided.
- H. **Hourly Rate Schedule.** Dover, Kohl & Partners (DK&P) typically provides consulting services for a fixed fee based on contract specifications and budget recommendations. Overall fees are based on hourly rates, which include direct costs, overhead, and labor. When requested to provide consulting services

at an hourly rate as a sub-consultant or pursuant to an agreement for continuing services, such rates are determined according to the following rate schedule of hourly fees:

Table B.2 – Hourly Rate Schedule

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

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

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

- I. **Payments.** The Consultant shall submit monthly invoices to the City for professional services rendered to date on a monthly basis. Such invoices shall be paid in full promptly upon receipt.
- J. **Late Payments.** All invoices are due upon receipt. An additional monthly charge of one and one-half (1.5%) percent will be assessed on invoices remaining unpaid for more than thirty (30) days.



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

AGENDA ITEM: Resolution No. 2019-11, Community Development Board Reappointment

SUBMITTED BY: Catherine Ponson, City Clerk/HR Generalist

DATE: October 16, 2019

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

BUDGET: N/A

RECOMMENDATION: Consider moving forward for adoption at the November 4, 2019 Regular City Council meeting to reappoint Lauren McPhaul for her second one-year term.

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



RESOLUTION NO. 2019-11

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

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

COMMUNITY DEVELOPMENT BOARD

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

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

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk