



Agenda

Community Redevelopment Agency

Monday, April 24, 2017

5:00 PM

Council Chambers

MEMORANDUM TO:

Members of the Community Redevelopment Agency
City of Jacksonville Beach, Florida

Board Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the Community Redevelopment Agency.

CALL TO ORDER

ROLL CALL

Art Graham (Chairperson), Frances Povloski (Vice-Chairperson), Scott Gay, Jeffrey Jones, Cory Nichols

APPROVAL OF MINUTES

- a. Special Community Redevelopment Agency Meeting Held November 28, 2016
- b. Regular Community Redevelopment Agency Meeting Held March 27, 2017

OLD BUSINESS

NEW BUSINESS

- a. **Resolution No. 2017-02** - Amending the South Beach Community Redevelopment District Capital Improvement Budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 to appropriate \$8,338 (including 15% contingency) from South Beach Tax Increment Trust Funds for the Aquatics Engineering Design and Construction Documents Production for the Splash Pad Modification project and providing an effective date.
- b. **Resolution No. 2017-03** - Amending the Downtown Community Redevelopment District Capital Improvement Budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 to appropriate \$ 28,699 (including 10% contingency) from Downtown Tax Increment Trust Funds for the Engineering Design and Construction Documents Production for Three Replacement ADA Compliant Dune Walkover Structures.

INFORMATION ITEMS**COURTESY OF THE FLOOR TO VISITORS****ADJOURNMENT****NOTICE**

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, extension 10, no later than one business day before the meeting.

cc: George D. Forbes, City Manager; Susan Erdelyi, City Attorney; Press



Draft Meeting Minutes

Community Redevelopment Agency

Monday, November 28, 2016

5:00 PM

Council Chambers

CALL TO ORDER

Chairperson Graham called the meeting to order at 5:02 P.M.

ROLL CALL

Present: 5- Chairperson, Art Graham
Vice Chairperson, Frances Povloski
Mr. Scott Gay
Mr. Jeffrey Jones
Mr. Cory Nichols

Also present were CRA Administrator William Mann, Deputy City Manager Trish Roberts, Councilman Keith Doherty, Jacksonville Transportation Authority Principal Planner, Suraya Teeple, and Recording Secretary Chandra Medford.

APPROVAL OF MINUTES

a. Special Community Redevelopment Agency Meeting Held September 12, 2016

It was moved by Mr. Nichols, and seconded by Mr. Jones to delay approving the November 28, 2016 minutes until the next scheduled meeting.

Mrs. Povloski stated she was pleased to read that public charging stations were discussed as part of Resolution No. 2016-13. Mr. Graham asked Mr. Mann if any determinations were made as to whether or not charging locations would be part of the plan. Mr. Mann stated there are few options for motorcycle and electric cart parking and there is a possibility that electric car charging stations may be added to the wall of the proposed police storage building, but that will require a meeting with the contractor to discuss what can be completed under contingency and perhaps what may need to be done to obtain additional funding for it. He added to proceed with the project, no additional input from the Board will be required unless specific options are presented. He clarified that the three proposed electric cart parking spaces were not planned to be charging stations, but if they were they would have to be metered. Mrs. Povloski said she would like to see future parking geared towards local residents that have enforceable restrictions. Mr. Jones stated the City Council would need to approve an ordinance regulating the length of time a low speed vehicle could park in one of these spaces. Mr. Mann mentioned incentivizing the private sector to add charging locations to existing lots. Mr. Gay asked if electric charging spaces could be assumed as part of required parking demand. Mr. Mann replied that it could require a formal Land Development Code Amendment because it would affect the entire City, not just the Redevelopment Districts. He indicated the proposed lot would accommodate electric cars by providing a one e-car charging station however, there could be potential to add additional charging station and spaces in the future.

OLD BUSINESS

There was no old business.

NEW BUSINESS

There was no new business.

INFORMATION ITEMS**a. JTA presentation** – Bus Rapid Transit (BRT) *First Coast Flyer* route and stop improvements.

Suraya Teeple presented the plans for the 2nd Street frontage of the proposed parking lot located at 4th Avenue North and 2nd Street North. She stated this program is part of the First Coast Flyer transit system and is part of a Jacksonville Transit Authority (JTA) cooperative agreement to utilize funds on property that it does not own. JTA is responsible for its facilities maintenance, but the City would maintain the street and paving markings. Mr. Graham asked what a BRT system is in comparison to a regular bus transit system. Ms. Teeple replied it is standard buses and stations with limited stop service and reliable route schedules as well as traffic signal priority. Mrs. Povloski asked how users find out about delays; Ms. Teeple replied there are station totems with real-time information as well as a smartphone application called NextBus.

Ms. Teeple stated there would be two proposed BRT locations in Jacksonville Beach; one on either side of Beach Boulevard near Penman Road and one at 2nd Street North and 3rd Avenue North. Mr. Jones stated the parking lot seems like it will be a commuter lot during the weekday. Mr. Mann estimated that roughly one-quarter of the parking lot spaces might be used for this purpose on a weekday basis. Mr. Nichols asked if CRA funds would be used for the project. Mr. Mann replied that no CRA funds will be for the JTA improvements. Ms. Teeple added the proposed BRT location on the south side of Beach Boulevard would utilize the existing stop located adjacent to City property by expanding the concrete a little onto the City property to accommodate one shelter and an information totem.

b. Joe's Crab Shack parking lot parcel – Proposed CRA property purchase of portion of adjacent alley.

Mr. Mann said it was discovered that the public alley that lies south and adjacent to the Joe's Crab Shack parking lot contains a 14' x 62.5' sliver of land owned by Eastern Coastal Properties, LLC (ECP). He stated he obtained an appraisal and is now prepared to make an offer to ECP to purchase the property in order to finish paving the public alley.

c. Developer interest in CRA-owned property – Parcel located at Southeast corner of 2nd Street and 4th Avenue North;

Mr. Mann stated the owner of the former Zenith Gallery building has approached the City with interest to purchase a small parcel of CRA-owned land located at the southeast corner of 2nd Street and 4th Avenue North (just west of the Wavecrest Apartments and north of the Ritz Bar). After speaking with the City Manager, the City is inclined to accept an offer to begin discussions. He stated selling the parcel would put the property back on the tax rolls and that any owner would have exclusive use of it. If the City is willing to sell the property, one condition of that sale may be that the City reserve air rights over the property, and the

owner would have sole use of the ground floor level; if we do pursue developing a hotel on part of the pier parking lot, we would replace the existing parking that would be displaced in a structured parking garage on the City-owned parking lot next to the Ritz Bar. If the City purchased the adjacent Wavecrest parcel, we would then have the potential to develop second and third story structure parking over the subject lot. Another restriction would be that the lot be deed restricted to Zenith Gallery parcel. He added a list of conditions would be provided to the interested party to make an offer to the Redevelopment Agency. The money received from this purchase could potentially be used for either the purchase of the Wavecrest Apartments or for general redevelopment projects in the Downtown District, including but not limited to structured parking or infrastructure work south of Beach Boulevard.

Mr. Jones asked what is going on with the vacant lot that is adjacent to the Gallery. Mr. Mann replied the Johnson Gallery property has a variance on the property for a gallery use, but the new owner indicated that in four to five years, he intends to have a higher-end restaurant in the gallery-portion of the building. Mrs. Povloski said we would not get the same amount of money for the property as we did when we initially authorized a bid to purchase it if we reserve air rights on it. She asked if we leased the ground floor, will the proposed parking structure mathematically work. Mr. Mann stated due to the parking requirements in the CBD, if the City constructed a parking garage, a portion of its street frontage is required to be leasable space.

d. Downtown Parking Garage/Oceanfront Hotel concept

Mr. Nichols asked who is responsible for exploring development opportunities for City and CRA-owned properties located in the Downtown District, including a hotel at the pier oceanfront surface parking lot. He suggested a parking garage be constructed between 2nd and 3rd Street rather than between 1st Street and 2nd Street to reduce vehicular traffic to the heart of our downtown business district. Mr. Mann replied if parking is displaced on the oceanfront, the location of the proposed parking garage is proposed to be adjacent to the Ritz Bar due to the closer proximity to the beach. Mr. Nichols asked Mr. Mann to research the value of the property located adjacent to 465 3rd Street North. Mr. Mann stated during Glatting Jackson's first downtown assessment it was deemed to be less than ideal to have surface parking on the oceanfront. He stated the Downtown Vision Plan identifies the Ritz parking lot as being one potential location for a parking garage/mixed use building.

Mr. Graham asked if the owner of the former Johnson Gallery also bought the building east of that property and where is the parking for that? Mr. Mann replied that the same gentleman he owns that property as well and that the parking is between the two building. Mr. Graham asked if that parking was sufficient. Mr. Mann replied it is sufficient for two tenants, sharing a common parking lot. Mr. Graham expressed his concern about selling or leasing the property across from Zenith Gallery before exploring all development possibilities in the affected area. He asked if there was conversation with the new gallery owner about leasing parking spaces inside of the proposed parking garage. Mr. Mann said no and explained that the gallery's new owner approached the City about the possibility of purchasing the small CRA lot or leasing spaces if the proposed parking garage is constructed. Councilman Doherty recalled there being issues with previous land sales being denied and asked if there could be a bidding war. Mr. Mann replied if the City entered into an agreement with the seller of a property, an advertisement must be posted for 30 days before the closing to allow others to tender offers.

Mr. Nichols asked if anyone from the City spoke directly with developers about the pier parking lot and it's development. Mr. Mann replied he spoke with two local restaurant/hospitality industry people who broker and represent hotel chains to get an idea of what can be expected and that he has not been soliciting for use of that property yet. Mr. Nichols stated if a hotel were developed at the pier, the value of the vacant lot

would increase. Mr. Mann stated a long-term land lease would likely be required for a 60 to 80 room oceanfront hotel concept to be financially feasible. He said with the 35-foot building height limit, a three story oceanfront hotel could only have hotel rooms on the second and third floors. Councilman Doherty asked why couldn't the proposed parking garage be used for hotel parking. Mr. Mann stated part of the requirement for the proposed parking garage would be to replace the displaced oceanfront public parking, and if the first floor of the proposed hotel were to have habitable area then the parking garage would also provide the required parking for the hotel.

Mr. Graham asked when the Board should expect action items to be presented. Mr. Mann stated the gallery owner's attorney calls weekly regarding moving forward. Mrs. Povloski said the Board should not move forward until a decision is made on the other properties. Mr. Jones added the Board could also consider leasing the land with minimal improvements until the plans are finalized for the whole area.

e. Dix.Hite + Partners workshop – December 5, 2016 from 5:00-7:00 PM in the Council Chambers

Mr. Mann explained the Board previously authorized Dix.Hite + Partners to create an implementation and management plan regarding multiple components of the Downtown Action Plan. He said a public workshop is scheduled to present their concepts. He said a survey was posted on www.jaxbeachliving.net to answer questions to obtain feedback from the community about possible improvements such as landscaping, lighting, bicycle plans, logos and signage, etc. Mr. Nichols suggested scheduling public workshops for the development opportunities for the pier and CRA-owned properties.

Mr. Mann also informed the Board that a Public Works' led workshop for the second phase of the infrastructure redevelopment project should be scheduled after the first of the year.

Mr. Nichols expressed concern regarding the impact on the success of small, locally owned businesses in the Downtown area if vehicular traffic is increased due to anticipated private and public development projects, rather than utilizing a walking, pedestrian-friendly area. He then asked if a developer acquired the Pier Cantina property and partnered with the City, could they create one parcel and change the maximum height on the pier parking lot to fifty-five feet? Mr. Mann replied no.

COURTESY OF THE FLOOR TO VISITORS

- Shandy Thompson, 522 South 3rd Avenue, she expressed concerns about bicycle safety in the Downtown area and would like to see this area become more of a family-friendly community, with additional shops and activities to do. She said she loves this town and believes we need more good restaurants, especially within walking distance of residential neighborhoods instead of travelling to adjacent cities. She stated our beach is evolving and she loves how much we have progressed and would like to keep seeing it improve. She said rather than have an oceanfront hotel or parking garage, she would like to see a park with swings for her children. She agrees that parking is an issue, especially on weekends and during festivals, and hopes a resolution can be found that can accommodate both parties. She suggested changing the free public restrooms to pay public restrooms such as those found in Europe.

ADJOURNMENT

There being no further business, Mr. Graham adjourned the meeting at 6:19 P.M.

Submitted by: Chandra Medford, Recording Secretary

Approval:

Art Graham, Chairperson

Date: _____

DRAFT



Draft Meeting Minutes

Community Redevelopment Agency

Monday, March 27, 2017

5:00 PM

Council Chambers

CALL TO ORDER

Chairperson Graham called the meeting to order at 5:01 P.M.

ROLL CALL

Present: 5- Chairperson, Art Graham
Vice Chairperson, Frances Povloski
Mr. Scott Gay
Mr. Jeffrey Jones
Mr. Cory Nichols

Also present were CRA Administrator William Mann, Deputy City Manager Trish Roberts, and Recording Secretary Chandra Medford.

APPROVAL OF MINUTES

- a. Special Community Redevelopment Agency Meeting Held November 28, 2016

It was moved by Mrs. Povloski, and seconded by Mr. Nichols to postpone approving the November 28, 2016 minutes until the next scheduled meeting, and passed unanimously by voice vote.

Discussion: Mr. Jones asked Staff to compare the draft minutes against the digital recording regarding agenda items C and D.

- b. Regular Community Redevelopment Agency Meeting Held January 23, 2017

It was moved by Mrs. Povloski, and seconded by Mr. Nichols, and passed unanimously by voice vote, to approve the August 10, 2016, minutes as amended.

Discussion: Mrs. Povloski requested a correction to a typographical error in the recorded roll call.

OLD BUSINESS

There was no old business.

NEW BUSINESS

- a. **Redevelopment District: RD Zoning Amendment Application** – Review and recommendation to the City Council on the consistency with the Downtown Community Redevelopment Plan of the application to amend *Redevelopment District: RD* Ordinance No. 2016-8070, governing the vacant

property on the west side of North 1st Street, between 6th and 7th Avenues North. (*Dolphin Depot, LLC.* - applicant)

It was moved by Mrs. Povloski and seconded by Mr. Nichols, to find the Dolphin Depot, LLC. RD Rezoning application to be consistent with the Downtown Community Redevelopment Plan and to recommend the City Council approve the application. After a brief discussion, the motion carried unanimously by voice vote.

Mr. Gay recused himself from this agenda item. Mr. Mann provided a brief explanation about the proposed amendment to this Redevelopment District zoning previously approved by the City Council on April 26, 2016. He stated there are minor changes to the data and site plan/elevation that need to be reviewed for compliance with the Downtown Development Plan. Mr. Gay stated a new architect was contracted to identify additional finishes not included by the original architect. He stated the structure basically remains the same, with a swimming pool and amenity deck on the 3rd floor, and the 4th floor is cantilevered over the amenity deck to provide an ocean view. He described following changes were made to the proposed site plan: 1) the number of parking spaces being increased to 193; 2) one curb cut was eliminated and seven parking spots are delineated on 7th Avenue North; and 3) the number of hotel rooms increased from 36 to 57. Mr. Mann added that part of the negotiated court settlement agreement included a requirement that the project had to abide by the City's new Central Business District site design and lot layout standards which includes detailed exterior finishes.

INFORMATION ITEMS

COURTESY OF THE FLOOR TO VISITORS

No one wished to speak under Courtesy of the Floor.

ADJOURNMENT

There being no further business, Mr. Graham adjourned the meeting at 5:20 P.M.

Submitted by: Chandra Medford, Recording Secretary

Approval:

Art Graham, Chairperson

Date: _____

MEMORANDUM

TO: Jacksonville Beach Community Redevelopment Agency Members
FROM: Bill Mann, Planning and Development Director, CRA Administrator
RE: April 24, 2017 Community Redevelopment Agency Meeting
DATE: April 14, 2017

Please consider the following information and staff recommendations relative to the following two items to be considered and acted upon at the upcoming April 24, 2016 meeting:

1. **Resolution No. 2017-02** – With this resolution the Community Redevelopment Agency (CRA) funds the engineering and construction document production for modifications to Splash Pad interactive water feature in South Beach Park.

The existing Splash Pad interactive water feature was added in South Beach Park in 2011. It provides a place for children to cool off when the weather is warm. A council member recently approached staff with a request to modify Splash Pad by adding a separate feature for younger children. Such a feature would disperse water at a lower pressure and be of a smaller scale than the existing feature. In order to ensure that any addition to the existing splash pad be fully compatible with it, staff approached Wet Engineering, which designed the existing splash pad, to get a fee proposal for the design of such a feature (copy of the fee proposal attached). The cost of the engineering and construction documents preparation is \$7,250 and it includes submittals to the Department of Public Health and the City's Building Inspection Division.

Staff recommends approval of Resolution No. 2017-02.

*Attachments: CRA Resolution No. 2017-02
Wet Engineering – 3/28/17 Scope and Fee Proposal*

2. **Resolution No. 2017-03** – With this resolution the Community Redevelopment Agency (CRA) funds the engineering design of three ADA compliant dune walkover structures.

Many of the city's wooden dune walkover structures were damaged with the near shore passing of Hurricane Matthew on October 7, 2016, including three walkovers in the downtown area that were significantly damaged. Those walkovers with only minor damage have been repaired and are again functional, but the three that are the subject of this resolution received more extensive damage and are in need of rebuilding.



One walkover is located at the Pier parking lot, one is at Latham Plaza, and one is at Oceanfront Park. Staff is requesting approval of this resolution to fund the design of three ADA accessible walkovers to replace the existing damaged walkovers at the cited locations in the Downtown Redevelopment District.

Staff recommends approval of Resolution No. 2017-03.

*Attachments: CRA Resolution No. 2017-03
ATM - 4/12/17 Professional Services Proposal*

RESOLUTION NO. 2017-02

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY AMENDING THE SOUTH BEACH CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency (CRA) has reviewed the Professional Scope and Fee Proposal for Aquatics Design for Modifications to the Splash Pad Interactive Water Feature located in South Beach Park; and

WHEREAS, the CRA specified the use of South Beach Tax Increment Trust Funds for this purpose; and

WHEREAS, the CRA met in open meeting on April 24, 2017 to review and consider a budget amendment for the funding for the proposed Splash Pad Modification Engineering Design and Construction Documents Production work; and

WHEREAS, the CRA has sufficient South Beach Community Redevelopment Tax Increment Trust Fund revenues to pay for the proposed Splash Pad Modification Aquatics Engineering Design and Construction Documents Production work.

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The fiscal year 2016-2017 South Beach Community Redevelopment Capital Improvement Budget for the Jacksonville Beach Community Redevelopment Agency is amended to appropriate \$8,338 (\$7,250 base fee, plus 15% contingency) for the Engineering Design and Construction Documents Production for the Aquatics Design for the South Beach Park Splash Pad Interactive Water Feature Modifications.

SECTION 2. This resolution shall take effect upon its adoption.

DULY ADOPTED IN OPEN MEETING THIS 24th Day of April, 2017.

Art Graham, CHAIRMAN

William C. Mann, ADMINISTRATOR



March 28, 2017

Mr. Gary H. Meadors
City of Jacksonville Beach
Recreation and Parks
2508 South Beach Parkway
Jacksonville Beach, FL 32250

Subject: Professional Scope and Fee Proposal for Aquatics Design for the City of Jacksonville Beach Interactive Water Feature Modifications, Jacksonville Beach, Florida

Dear Mr. Meadors:

WET Engineering Inc. (WET) is pleased to submit a professional scope and fee proposal for the above-referenced project. The fee is based on our discussion with you and our experience with similar projects. The project scope is described below:

TASK 1: Prepare construction drawings and specifications for Interactive Water Feature (IWF) expansion. Identify location for additional ground jets. Identify any additional required treatment equipment and identify locations if needed. WET will coordinate as needed with project team with respect to equipment area layout, power requirements, potable and wastewater connections, etc. Specifications for IWF equipment and materials will be on the drawings.

TASK 2: Prepare construction drawings and associated materials for submittal to the Florida Department of Public Health (FDOH) and the City of Jacksonville Beach Building Department (BD) for review, approval and issuance of construction permit for IWF. Task includes response to FDOH and BD requests for additional information as needed.

TASK 3: **CONSTRUCTION ADMINISTRATION:** Perform shop drawing review for IWF prior to construction as necessary. Provide responses to requests for additional information throughout construction process. Perform site visits as needed throughout the construction process.

Lump Sum Fee, Task 1 through 3: \$7,250.00

TASK 4: Construction administration, site visits, project meetings other than described above and in project assumptions.



Hourly, plus expenses

PROJECT ASSUMPTIONS

1. Contract does not include electrical engineering. WET will coordinate with MEP engineers and provide electrical load requirements for all pool equipment.
2. Aquatics specifications will be included within plans set and will not be a separate document.
3. Potable water and waste lines to equipment area designed by others.
4. Hardscape elements to be specified by hardscape architect. Finishes including tile, marcite, etc. to be selected by Owner and specified by hardscape architect. WET will assist with selection and specification process for these items as needed.

The following services are not included in the basic fee: (i) project representation and construction observation on a full time basis or on a basis other than described above, (ii) activities beyond those described above including surveying, geotechnical reports or investigation, structural or electrical engineering, offsite drainage or utilities design or permitting, (iii) changes to the project design at the discretion of the owner if the direction for such change requires revision to prior approved design, (iv) threshold or special inspections, and pre-engineered product design.

Additional services will be billed at the standard WET Engineering Inc. hourly rate of \$175/MH for Professional Engineer, \$70/MH for CADD Designer, \$40/MH for Clerical. Structural Engineer: \$200/MH.

Invoicing will be monthly or as otherwise agreed upon. Payment not received within 30 calendar days of date of invoice will be considered past due and WET Engineering Inc. may stop work until the account is brought current. In addition, if Client fails to make any payment due Engineer for services and expenses within 30 calendar days after date of Engineer's invoice, the amount due will accrue interest at the rate of 1.5% per month from said 30th day, until payment is received. This proposal is valid for 60 days from the date shown unless accepted in writing. In any litigation arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those fees and costs arising out of any appellate proceedings. The attached terms and conditions are hereby made a part of this agreement.

If the terms of this proposal are satisfactory, please sign below and return one original to WET Engineering Inc. A signed agreement may serve as authorization to proceed.

Sincerely,
WET Engineering Inc.

A handwritten signature in black ink, appearing to read "James E. LePetrie".

James E. LePetrie, P.E.
Principal

TERMS AND CONDITIONS OF AGREEMENT

The following terms and conditions shall apply to the Agreement between CLIENT and WET ENGINEERING as set forth in the proposal for the Project described therein:

1. CLIENT'S OBLIGATIONS. Except as otherwise provided, CLIENT shall do the following in a timely manner so as not to delay the services of WET ENGINEERING and shall bear all costs incident thereto:

(a) Designate a person as CLIENT's representative with full authority to act for CLIENT with respect to the services to be performed or furnished by WET ENGINEERING under this Agreement.

(b) Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

(c) Place at WET ENGINEERING's disposal all available information pertinent to the Project.

(d) Furnish to WET ENGINEERING any and all surveys, property descriptions, use restrictions, inspections, scientific studies, or any other special data needed by WET ENGINEERING to complete the Project. CLIENT shall be responsible for, and WET ENGINEERING may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph, and may use such reports, data and information in performing or furnishing services under this Agreement.

(e) Arrange for access to and make all provisions for WET ENGINEERING to enter upon public and private property as required for WET ENGINEERING to perform services under this Agreement.

(f) Provide approvals and permits from all governmental authorities.

(g) Advise WET ENGINEERING of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the project.

(h) If more than one prime contract is to be awarded for work designed or specified by WET ENGINEERING, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity.

(i) Invoicing will be prepared monthly. Payment not received within thirty (30) days from the date of the invoice will be considered past due and the amount due WET ENGINEERING will be increased at the rate of 1 1/2% per month. In addition, WET ENGINEERING may stop work until WET ENGINEERING has been paid in full all amounts due for services, expenses, and charges. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid by CLIENT.

(j) CLIENT shall be responsible for disclosing any environmental hazards, such as contamination, affecting the property subject to this contract. If such environmental hazards are not known to the CLIENT, the CLIENT will undertake such studies and provide the studies to WET ENGINEERING. If such hazards occur on the property, and in the absence of proper environmental evaluation provided by the CLIENT, WET ENGINEERING will not be held liable for environmental impact on, or environmental impact caused by, WET ENGINEERING's design, reports, studies, etc.

2. LIMITATIONS ON WET ENGINEERING'S LIABILITY. The following shall govern the extent of liability of WET ENGINEERING for all work performed under the Agreement:

(a) WET ENGINEERING shall perform for or furnish to CLIENT professional engineering and related services in all tasks or phases of the Project to which this Agreement applies. WET ENGINEERING may employ such consultants as WET ENGINEERING deems necessary to assist in the furnishing of professional engineering and related services, and CLIENT shall look solely to such consultants with respect to errors or omissions in the work performed by such consultants. WET ENGINEERING shall not be required to employ any consultant unacceptable to WET ENGINEERING.

(b) WET ENGINEERING's opinions of probable construction cost, if provided, are to be made on the basis of WET ENGINEERING's experience and qualifications and represent WET ENGINEERING's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since WET ENGINEERING has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, WET ENGINEERING cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by WET ENGINEERING.

(c) As a material inducement to WET ENGINEERING to undertake the work on the Project, notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of WET ENGINEERING and WET ENGINEERING's officers, directors, partners, employees, and agents to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever

arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes of action shall not exceed the total payments due from CLIENT under this Agreement.

3. TIMES FOR RENDERING SERVICES.

(a) WET ENGINEERING's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If no specific periods of time or dates for providing services are specified in this Agreement, WET ENGINEERING's obligation to render services will extend for a period which may reasonably be required for completion of all tasks or phases of the Project.

(b) If this Agreement sets forth specific periods of time for rendering services or specific dates when services are to be completed and such periods of time or dates are changed through no fault of WET ENGINEERING, the rates and amounts of compensation provided herein shall be subject to equitable adjustment. If CLIENT requests changes in the scope, extent or character of the Project, the time of performance of WET ENGINEERING's services will be equitably adjusted.

(c) If WET ENGINEERING's services for this Project are delayed or suspended in whole or in part by CLIENT, WET ENGINEERING shall be entitled to equitable adjustment of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by WET ENGINEERING in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

(d) If the work designed or specified by WET ENGINEERING is to be performed or furnished under more than one prime contract, or if WET ENGINEERING's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), CLIENT and WET ENGINEERING shall develop a schedule for performance of WET ENGINEERING's services during relevant phases of the project in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

4. MISCELLANEOUS.

(a) The obligation to provide further services under this Agreement may be terminated by WET ENGINEERING upon seven (7) days' written notice if WET ENGINEERING believes that WET ENGINEERING is being requested by CLIENT to furnish or perform services contrary to WET ENGINEERING's responsibilities as a licensed design professional or upon seven (7) days' written notice if WET ENGINEERING's services are delayed or suspended for more than ninety (90) days for reasons beyond WET ENGINEERING's control, or if WET ENGINEERING's invoices remain unpaid for a period of sixty (60) days.

(b) All documents, drawings, and specifications provided or furnished by WET ENGINEERING (or WET ENGINEERING's consultants) pursuant to this Agreement are instruments of service in respect to the Project, and WET ENGINEERING shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of WET ENGINEERING) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by WET ENGINEERING for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WET ENGINEERING and WET ENGINEERING's consultants, and CLIENT shall indemnify and hold harmless WET ENGINEERING and WET ENGINEERING's consultants from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

(c) CLIENT shall list WET ENGINEERING and WET ENGINEERING's consultants as additional insureds on any general liability carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability insurance and to list WET ENGINEERING and WET ENGINEERING's consultants as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor.

(d) This Agreement shall be governed by the laws of the State of Florida, and the venue for any dispute shall be Duval County, Florida.

(e) CLIENT shall not be entitled to assign this Agreement or any portions thereof without the prior written approval of WET ENGINEERING. WET ENGINEERING may assign this agreement to a successor resulting from purchase or merger. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and approved assigns.

(f) Any notice required under this Agreement shall be in writing.

(g) In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees of not less than 25% of the indebtedness owed whether suit be brought or not, from the other party.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE**

RESOLUTION NO. 2017-03

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY TO AMEND THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach was impacted by the near shore passing of Hurricane Matthew on October 7, 2016, and incurred damage to certain oceanfront dune walkover structures located in the Downtown Community Redevelopment District which were originally constructed using revenues from the Downtown Community Redevelopment Tax Increment Trust Fund; and

WHEREAS, the Community Redevelopment Agency (CRA) has reviewed a requested proposal for professional services for the design of ADA compliant oceanfront dune walkovers to replace three existing walkovers in the Downtown Community Redevelopment District that were significantly damaged by Hurricane Matthew; and

WHEREAS, the CRA specified the use of Downtown Tax Increment Trust Funds for this purpose; and

WHEREAS, the CRA met in open meeting on April 24, 2017, to review and consider a budget amendment for Professional Services for the Design of Three Replacement ADA Compliant Dune Walkover Structures; and

WHEREAS, the CRA has sufficient Downtown Community Redevelopment Tax Increment Trust Fund revenues to pay for the construction and CEI services for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The fiscal year 2016-2017 Downtown Community Redevelopment Capital Improvement Budget for the Jacksonville Beach Community Redevelopment Agency is amended to appropriate \$28,699 (\$26,090 base fee, plus 10% contingency) for the Engineering Design and Construction Documents Production for Three Replacement ADA Compliant Dune Walkover Structures.

SECTION 2. This resolution shall take effect upon its adoption.

DULY ADOPTED IN OPEN MEETING THIS 24th Day of April, 2017.

Art Graham, CHAIRMAN

William C. Mann, ADMINISTRATOR



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www.appliedtm.com

April 12, 2017

Mr. Marty Martirone, PE
City Engineer
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250

Re: Revised Proposal for Professional Services
Replacement of Three ADA Compliant Dune Walkovers

Dear Mr. Martirone:

Applied Technology & Management, Inc (ATM) is pleased to present this proposal for professional services for the replacement of three dune walkovers with ADA compliant dune walkovers. The project consists of preparing construction drawings, technical specifications, an opinion of probable costs and permitting services for the demolition and replacement of the three dune walkovers. The three dune walkovers to be demolished and replaced are located at:

- 5th Ave N
- Beach Blvd
- 6th Ave S

These ADA compliant walkovers will have multiple landings and/or switchbacks and must be individually designed to meet the existing and proposed dune profile at each location. Based on our understanding of the project goals and objectives, combined with our experience with dune walkovers within the City of Jacksonville Beach, we have prepared the following scope of services and cost estimate for the replacement of the three dune walkovers.

Task 1 – Project Initiation and Data Collection

Under this task, ATM will review as-built drawings, current design specifications, dune reestablishment profiles developed by USAC, etc. ATM will also meet with City staff to discuss what amenities and specific design criteria are desired on the dune walkovers (e.g., benches, signage). Our assumption is that ADA access to the walkovers is available at each street end. This effort will also include obtaining updated surveys for the three locations. These surveys will include locating the Erosion Control Line, Coastal Construction Control Line, stormwater outfall inverts, the existing beach profile to the MHW line, and other visible improvements. This information will be necessary for the FDEP permit application.

Based on the data collected, ATM will develop a concept level design and specifications for a standard ADA compliant dune walkover. The site surveys, in conjunction with previous work ATM has conducted for the City, will be the basis for developing concept plans for the replacement of the three dune

walkovers. ATM will then determine the regulatory requirements and constraints associated with the concept plans.

ATM will also develop a general dune restoration and revegetation plan considering sand fencing needs, signage, vegetation requirements, irrigation requirements, etc.

Task 2 – Design Services

Upon approval of City staff, the general design for the dune walkovers will continue with development of 60% and 100% construction contract documents for each dune walkover including plan and profile view drawing sheets, cover page, general notes, survey conditions, demolition plan, erosion and sediment control plans, and construction details; updated opinion of probable construction costs; itemized bid form; and, technical specifications. ATM will meet with City staff after each submittal to present findings and receive feedback to incorporate comments in the next set of documents. A budget of \$1,600 has been included as an allowance for ADA compliant handrail design and will not be delegated to the contractor to provide with their handrail submittal.

Task 2.1 – 60% Construction Contract Documents – For this submittal, ATM will complete site-specific plan and profile views for each proposed dune walkover, develop a list of anticipated bid items and prepare draft front-end specifications utilizing the City’s standard specifications. We will also revise the initial opinion of probable costs to reflect the 60% design since estimated quantities will become more accurate as the design progresses. ATM will deliver two sets of plans & specifications and probable costs estimates to the City for review.

Task 2.2 – 100% Construction Contract Documents

After the submittal by ATM of 60% Construction Contract Documents, the City will review and return comments to ATM. ATM will incorporate the comments into the 100% Construction Contract Documents set for final review by the City. Documents will include the following:

- Cover Page
- General Notes
- Survey Conditions
- Demolition Plan
- Plan and Profile sheets
- Erosion and Sediment Control Plans
- Construction Details
- Engineer’s Opinion of Probable Construction Costs
- Technical Specifications

Front end documents will be provided by the City. ATM will deliver two sets of plans & specifications and probable costs estimates to the City for review. After review by City staff, ATM will incorporate any final comments and prepare two (2) sets of signed and sealed construction plans and specifications for delivery to the City. ATM will also provide two (2) CDs with plans and specifications in pdf format and two (2) CDs with plans and specifications in AutoCAD and Word format, respectively.

Mr. Marty Martirone, PE
April 12, 2017
Page 3 of 3

Task 3 – Coastal Construction Control Line Permitting

Concurrent with Task 2, ATM will prepare coastal construction control line (CCCL) permit applications for each dune walkover. If the FDEP can issue field permits for these projects, ATM will coordinate on-site meetings and plan review with the FDEP. This task includes adequate budget for ATM to respond to an initial request for information from the agencies to support the permit requests.

Task 4 – Bid Services

To assist the City in obtaining bids for this project, ATM will attend and assist in a pre-bid conference and provide technical clarification as required. ATM will also respond to contractor’s requests for additional information and prepare addenda as necessary, provide review of bids, certified bid tabulation and recommendation of award letter.

Schedule

We anticipate the above tasks 1 through 4 can be completed within four (4) months from notice to proceed as detailed in the table below. Permitting will be the critical path to completion. We are available to begin work immediately upon receipt of a purchase order.

TASK	Time to Complete	Dependent on
Task 1 – Project Initiation & Data Collection	3 weeks	Receipt of Survey
Task 2 – Design Services		
Task 2.1 – 60% Construction Documents	4 weeks	Task 1 completion and receipt of City comments
Task 2.2 – 100% Construction Documents	2 weeks	Task 2.2 completion and receipt of City comments
Task 3 – CCCL Permitting	12 weeks (est.)	Concurrent with other tasks
Task 4 – Bid Services	As required	Completion of Task 2.2

We appreciate this opportunity to work with the City and propose to complete the tasks outlined above for the not to exceed fee of \$26,090, including survey, structural engineering, ADA handrail design and construction services, as detailed in the attached fee summary. If you have any questions or need additional information, please contact me. We are ready to begin immediately upon notice of notice to proceed.

Sincerely,
APPLIED TECHNOLOGY & MANAGEMENT, INC.



Stephen C. Swann, PE
Vice President

Attachments: Fee Breakdown

**City of Jacksonville Beach
Design & Engineering for Three ADA Dune Walkovers
Proposal for Professional Engineering Services**

3/20/2017

Job Title	Principal Engineer/PM		Senior Engineer		Project Engineer		CAD Draft		Admin		Sub-Consultants (Survey & Structural)	Direct Costs*	TOTALS	
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$				Hours
Hourly Rate														
Task 1	3.0	\$555	0.0	\$0	21.0	\$2,520	9.0	\$810	1.5	\$98		\$100	35	\$9,279
Task 2.1	1.5	\$278	0.0	\$0	16.0	\$1,920	18.0	\$1,620	0.5	\$33		\$96	36	\$7,734
60% Construction Documents	1.5	\$278	0.0	\$0	7.0	\$840	7.0	\$630	0.5	\$33		\$45	16	\$4,513
100% Construction Documents	1.0	\$185	16.0	\$2,480	3.5	\$420	2.5	\$225	1.5	\$98		\$85	25	\$3,493
Task 3	0.5	\$93	0.0	\$0	6.0	\$720	1.5	\$135	1.5	\$98		\$26	10	\$1,071
CCCL Permitting														
Task 4														
Bid Services														
TOTAL	8	\$1,388	16	\$2,480	54	\$6,420	38	\$3,420	6	\$358	\$11,673	\$352	121	\$26,090

* Direct costs estimated at 2.5% of labor

Subcontractors: Survey - Frank A. Jones & Associates - \$3,060
Structural Engineering - Latitude 30 Engineers - \$7,013
ADA Handrail Design - Fisher & Simmons Architects - \$1,600