



Workshop Agenda

Community Redevelopment Agency

Monday, February 24, 2020

Immediately Following the Regularly Scheduled Meeting

Council Chambers

MEMORANDUM TO:

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

Board Members:

The following Agenda of Discussion Items has been prepared for consideration at a Workshop Meeting of the Community Redevelopment Agency:

CALL TO ORDER

ROLL CALL

Art Graham (Chairperson), Frances Povloski (Vice-Chairperson), Jeffrey Jones, Samuel Hall, Gary Paetau

DISCUSSION ITEMS

- a. **South Beach Redevelopment Improvement Project Opportunities**
- b. **Downtown Delivery Truck Parking**
- c. **Status of Redevelopment Attorney Contract Related to the Consolidation of the Downtown Plan and Its Amendments**

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: Mike Staffopoulos, City Manager; Chris Ambrosio, City Attorney; Press

February 7, 2020

City of Jacksonville Beach- Community Redevelopment Agency

South Beach Redevelopment Area

Remaining/Possible Improvement Projects:

- Completion of all remaining sewer, water and storm water projects outlined in the Public Works report, January 27, 2020, pertaining to the Capital Improvements Program Study dated August 2010.
- Completion of additional sewer, storm water and pavement replacement items listed in the Public Works report dated January 27, 2020.
- Physically define limits of City Right of Ways.
- Improve Marsh Landing Parkway for local traffic and traffic exiting JTB.
- Improve Sanctuary Parkway for local traffic and traffic entering JTB.
- Landscaping and hardscape to improvements at the JTB overpass at South Beach Parkway.
- Improve street signage, pavement markings and wayfinding signage throughout.
- Improve street lighting in the area.
- Develop/improve pedestrian sidewalks and bicycle paths.
- Implement landscape and hardscape improvements and maintenance throughout.
- Renovate Sunshine Park Community Center.
- Improve Sunshine Park Community Center to function as a true Emergency Operations Center.
- Implement a maintenance program for Sunshine Park including the skate park, artificial field, playground, basketball court and splash park.
- Provide redundancy for critical utility infrastructure items.
- Repair broken public and private street utility boxes.
- Improve landscape maintenance of City Right of Ways.
- Improve building code enforcement presence and requirements within the area.
- Provide increased policing presence and enforcement within the area.
- Determine appropriate use or sale of existing owned CRA properties.
- Identify strategic property for purchase to develop parks/playgrounds and appropriate utility infrastructure projects. (Northwest corner of South Beach Pk and Jacksonville Dr) (Unused Beaches Energy property).

To: William Mann, Planning and Development Director; Mike Staffopoulos, City Manager; Jacksonville Beach Community Redevelopment Agency Members; Chief Gene Paul Smith; Sgt. Jason Sharpe.

From: Jeffrey J. Jones

Date: February 14, 2020

Re: Proposal for Ordinance Restricting Commercial Delivery Trucks on 1st Street North and 2nd Street North in Jacksonville Beach.

We have been considering a proposal to ban or otherwise restrict the parking of commercial delivery vehicles in the traffic lanes along 1st Street North and 2nd Street North between Beach Boulevard and 6th Avenue North. It has been observed that the parking of such trucks while making deliveries (1) frequently creates backups, sometimes lengthy, for cars trying to negotiate the single lane that remains open, (2) creates a safety hazard for bicyclists (that have an equal right to the road in that stretch, at least along 1st Street) and (3) creates a safety hazard for pedestrians suddenly competing with bicycles forced to the sidewalk and in crossing the street in front of or behind such trucks as neither the pedestrians or the cars can see the other before stepping out in front of the trucks.

The general framework of the proposal that has been advanced is to ban the stopping or parking of commercial delivery trucks on 1st and 2nd Streets in the area described above. The ban or restriction would not apply to mail trucks or package courier vehicles or government, utility, public service trucks or emergency vehicles. It would also not apply to construction trucks servicing an adjacent project.

This proposal should not significantly impact the ability of the delivery trucks to make their deliveries. The trucks would instead use either the crossing Avenues (1st Ave North up to 6th Ave North), parking lots associated with the business being served or the public parking lot at the northwest corner of 2nd Street North and 2nd Avenue North. In most cases, the Avenues are much wider than the two streets in that area and, in the case of 2nd, 3rd and 6th Avenues, can still accommodate two lanes of traffic even with a delivery truck parked. Moreover, the traffic volume of the Avenues is significantly lower than that of the two Streets, minimizing the chance of a backup even if only one lane were open.

Many delivery trucks already utilize the above-described alternative locations, either by choice or when a delivery truck is already parked on one of the streets. The loading area in front of the dumpster in the public parking lot is a very popular place already for trucks servicing the business on 1st Ave and the 200 block of 1st Street North. Nor should this inconvenience the delivery drivers significantly. I paced off the distance from the ramp of a delivery truck parked on 3rd Avenue

delivering to the Salt Restaurant on the Boardwalk and from the ramp of a truck parked on 1st Street North making the same delivery. It was an extra 31 paces.

Sgt. Sharpe tracked down and previously distributed to the CRA Board a copy of the Key West, Florida, ordinance restricting commercial truck deliveries on famous Duval Street (similar to our 1st Street) and certain other streets in their historic district. The restricted area in Key West is much larger than the proposal above. I believe the ability to use our wider, lower traffic Avenues as an alternative limits the area we need to regulate.

The restrictions of the Key West Ordinance are time-based (e.g., only allowed between 7am and 3pm). While that certainly is an option in our case, I don't believe that would be necessary or desirable, as almost equally convenient options are readily available at all hours and, as noted by the police department, would potentially exacerbate the problems in the time window as deliveries are concentrated in those time periods.

As a suggested starting point for the discussion, set forth below is a proposed draft of the substantive part of ordinance language:

Section (AA). Restrictions on Deliveries in the Downtown Business District.

Restrictions. Except as provided in this Section, it shall be unlawful for any commercial truck to stop for the purpose of making deliveries on 1st Street North and 2nd Street North between Beach Boulevard and 6th Avenue North at any time.

Exceptions. The restrictions of this Section AA shall not apply to a mail truck or to any private mail or package courier truck, nor shall this Section apply to other uses of trucks in the restricted area, including, but not limited to, government trucks, public service trucks, emergency vehicles or construction trucks servicing an adjacent construction site.

Waiver of Restrictions. The City Manager may waive the restrictions of this Section for:

- (1) An emergency;
- (2) A special event;
- (3) Certain pre-holiday times;
- (4) A demonstration of the existence of a temporary special circumstance to the City Manager.

Penalty. This Section shall be enforced under Section (YY) and applicable state traffic laws.

Possible modifications to the proposal would include the aforementioned time limits and only applying the restrictions during the beach and tourist season

(such as April 1st through October 31st (or coterminous with the paid parking season)).

Note: 2nd Street is included in the proposed restriction even though the number of deliveries on 2nd Street is much less than 1st Street. It is also a high traffic street, and is used also by bicyclists. Moreover, several buses an hour use 2nd Street from 4th Avenue south to Beach Boulevard.



SHEPARD, SMITH, KOHLMYER & HAND, P.A.
ATTORNEYS & COUNSELORS AT LAW
SHEPARDFIRM.COM

February 11, 2020

VIA E-MAIL

William C. Mann, AICP, FRA-RP
Planning and Development Director
Community Redevelopment Agency Administrator
11 N. 3rd Street – City Hall
Jacksonville Beach, FL 32250

Dear Mr. Mann:

This letter, explaining our Firm's fees, expenses, billing policies and payment terms, is prepared regarding our agreement to represent you, the Client, as legal counsel in the following matters:

General Representation of the Community Redevelopment Agency of the City of Jacksonville Beach a/k/a City of Jacksonville Beach CRA

This document has been issued on the above-referenced date and is null and void if not returned to Shepard, Smith, Kohlmyer & Hand, P.A. within fifteen (15) days. Likewise, this document is null and void without the acceptance signature of an attorney of Shepard, Smith, Kohlmyer & Hand, P.A. This engagement letter shall govern any and all additional matters brought to this Firm, unless otherwise specified in a separate engagement letter.

Legal Fees

The hourly rates applicable to this engagement will be \$250.00 per hour for shareholders, \$200 per hour for associates and \$70.00 per hour for paralegals. Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the Client's behalf. Time is accrued on an incremental basis for such matters as telephone calls and e-mail letters (minimum .2 hour) and letters written on Firm stationery (minimum .4 hour), and on an actual basis for most other work.

These hourly rates are reviewed annually to accommodate rising Firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Client Initials _____

toll free **866.247.3008** office **407.622.1772** fax **407.622.1884**

2300 MAITLAND CENTER PKWY. STE. 100 - MAITLAND, FL 32751

Costs and Disbursements

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the rate of \$.545 per mile or the current IRS mileage rate, telephone, facsimile and document delivery charges, copying charges, computerized research, postage, support staff overtime, court filing fees and other court related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party vendors such as court reporter and transcription fees.

Advance Retainer Deposit toward Fees and Costs

Because new client matters involve both a substantial undertaking by our Firm and the establishment of client credit with our accounting office, we require an advance payment from Client. The amount of this advance deposit is determined on a case-by-case basis discussed first with the Client. In this matter, we will not require an advanced retainer.

Monthly Statements and Payment Terms

Our practice is to send a monthly statement of our charges for legal services rendered and for reimbursement of payments made on our client's behalf for outside additional services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

The City of Jacksonville Beach CRA will pay according to the Florida Prompt Payment Act pursuant to Florida Statutes Chapter 218 as amended.

We will make every effort to handle this matter in an efficient manner to minimize attorney fees and costs. We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or object to our statement, our services, or our charges, we encourage you to raise it for discussion.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the Firm may require a further advance payment to the Firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing. Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

Client Initials ____

Withdrawal from Representation

The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. This Agreement is subject to termination by either party upon reasonable notice for any reason. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the Firm.

Duties upon Termination of Active Representation

Upon termination of our active involvement in a particular matter, we will have no duty to inform you of further developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged.

Future Matters

Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent you shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

Tasks and work requests will be assigned by the CRA Director in writing to Mr. Shepard, that will authorize the Firm to proceed with the task and work as agreed upon between the CRA Director and Mr. Shepard and stated in writing.

Conflicts

From time to time, you may have business or legal dealings with one or more of our other existing or future clients. This will confirm your agreement that our engagement by you on this matter will not preclude us from representing clients who may be interacting with you on unrelated matters. We will not, of course, accept any directly adverse engagement that is substantially related to the subject matter of this engagement or which would impair the confidentiality of proprietary, sensitive or otherwise confidential communications made to us.

File Retention

As a general rule, we keep each client's files for ten years after we close that file. After ten years we destroy those files only after transfer to the City of Jacksonville Beach pursuant to Florida Public Records Law.

Permission to Use Name

You hereby agree that the Firm may refer to you as a client of the Firm on its website or in Firm brochures.

Client Initials ____

Disclaimer of Guarantee

Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

Attorney Fees

In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees, including but not limited to those incurred in connection with court proceedings at trial and appellate levels, including without limitation, bankruptcy and probate proceedings.

Client

The Firm's client for the purpose of representation will be the **City of Jacksonville Beach CRA**. The Firm will represent the CRA and staff in advisement and defense for matters related to their official duties.

Entire Agreement

This Agreement contains all terms of the agreement between us applicable to our representation of you, and may not be modified except by a written agreement signed by both of us.

Public Records

It is agreed that the requirements of Florida Statutes, Chapter 119 governs the records of the **City of Jacksonville Beach Community Redevelopment Agency**. Accordingly the following required language of section 119.0701 is included: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-247-6299, lscott@jaxbchfl.net, and 11 North Third Street, Jacksonville Beach, FL 32250.**

Further it is agreed that the Firm must comply with all public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

Client Initials ____

the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

We look forward to what we hope will develop into a long and rewarding professional relationship with you. If the above outlined terms are acceptable, please sign where indicated below and return this letter with your initial retainer. In the meantime, should you have any questions, please don't hesitate to contact us.

CITY OF JACKSONVILLE BEACH CRA

**SHEPARD, SMITH,
KOHLMYER & HAND, P.A.**

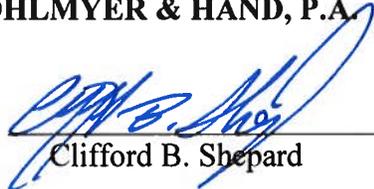
By: _____

William C. Mann

Title: CRA Administrator

Date: _____

By: _____



Clifford B. Shepard

Date: 2-11-20

Client Initials _____