



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda City Council

Monday, February 1, 2016

7:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES:

INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

ROLL CALL

APPROVAL OF MINUTES

- a. 16-228 Regular City Council Meeting Held January 19, 2016
- b. 16-256 Special City Council Meeting (Shade Meeting) Held January 11, 2016

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- a. 16-229 Employees of the Quarter Presentation
- b. 16-241 Presentation of Distinguished Service Award to Gary Meadors

CITY CLERK

CITY MANAGER

- a. 16-242 Public Hearing and City Council Approval of Projects for Inclusion in the FY 2016-2017 Community Development Block Grant (CDBG) Application to the City of Jacksonville
- b. 16-243 Approve a Commercial Lease Agreement with Franklin Electric Service, Inc., for Property at the Industrial Park
- c. 16-244 Approve Kimley-Horn & Associates to Study the One-Way Pairing of 1st Street and 2nd Street in the Central Business District, as Explained in a Memo from Bill Mann Dated January 22, 2016.
- d. 16-245 Authorize Amendment #1 to the City's South Beach Park Skate Park Design-Build Contract for Construction of Part A (Site Preparation)
- e. 16-246 Award Bid No. 1516-04 Substation Relay Replacements to the Lowest Responsive Bidder, *SEL Engineering, LLC*.

RESOLUTIONS

ORDINANCES

- a. 16-249 **ORDINANCE NO. 2016-8067 (First Reading)**

AN ORDINANCE TO AMEND ORDINANCE NO. 7058, AN ORDINANCE CONCERNING NEW CONSTRUCTION ON SITES FILLED WITH SOLID WASTE TO REDESIGNATE THE DUVAL COUNTY, FLORIDA AGENCY RESPONSIBLE FOR THE APPROVAL OF THE CONSTRUCTION OF BUILDINGS AND OTHER IMPROVEMENTS ON OR THROUGH COMPLETED PORTIONS OF SITES FILLED WITH SOLID WASTE; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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 City Clerk or 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.

**Minutes of Regular City Council Meeting
held Tuesday, January 19, 2016, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

Mayor Pro Tem Wilson called the meeting to order at 7:00 P.M.

OPENING CEREMONIES:

Council Member Buck gave the invocation, followed by the salute to the flag.

ROLL CALL:

Mayor: William C. Latham (*absent*)

Council Members: Jeanell Wilson Keith Doherty Christine Hoffman
Bruce Thomason Phil Vogelsang Lee Buck

Also present were City Manager George Forbes, and City Clerk Laurie Scott.

APPROVAL OF MINUTES

It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, and passed unanimously, to approve the following minutes as presented:

- Regular Council Meeting held on December 21, 2015

ANNOUNCEMENTS

Council Member Doherty commented that he and Council Member Vogelsang organized the Second Annual Beaches Oktoberfest on October 16-18, 2015. They raised \$18,756 for the First Coast No More Homeless Pets, and 32 dogs were adopted. The event was well attended, and they are in the planning stages of this year's Oktoberfest and looking to partner with another local charity.

Council Member Hoffman announced on Saturday, January 16, 2016, the First Annual Beaches Martin Luther King, Jr. Day Celebration was held with a breakfast in Father Murphy Hall at St. Paul's Catholic Church in Jacksonville Beach.

Mayor Pro Tem Wilson reported that at the Beaches Watch meeting it was announced that the City of Jacksonville Beach will be receiving \$25,000 from the City of Jacksonville for the Fourth of July fireworks this year.

COURTESY OF THE FLOOR TO VISITORS:

Speakers:

- Kenneth Tejatanaalert, 424 14th Avenue North, Jacksonville Beach, spoke in opposition to Development Plan Application No. 15-7 [DPA No. 15-7], which was approved for a two-story, four-unit residential condominium located at 432 14th Avenue North, Jacksonville Beach.
- Bee Tejatanaalert, 424 14th Avenue North, Jacksonville Beach, spoke in opposition of DPA No. 15-7 and presented the City Clerk with a petition signed by residents in opposition of DPA No. 15-7.
- Nan Jester, 429 14th Avenue North, Jacksonville Beach, spoke in opposition of DPA No. 15-7.
- W. T. Davenport, 336 14th Avenue North, Jacksonville Beach, spoke in opposition of DPA No. 15-7.
- Clark Struck, 410 14th Avenue North, Jacksonville Beach, spoke in opposition of DPA No. 15-7. Mr. Struck presented the City Clerk with a copy of the email dated January 19, 2016, in response to concerns about DPA No. 15-7, sent to the residents by William C. Mann, Director of Planning and Development.
- Steve and Kathleen Nelson, 531 14th Avenue North, Jacksonville Beach, filled out a speaker card, opposed DPA No. 15-7, but did not wish to speak.
- Charlotte Wilson, 431 14th Avenue North, Jacksonville Beach, filled out a speaker card, opposed DPA No. 15-7, but did not wish to speak.

Council Member Vogelsang asked the City Manager if this was an issue that was under the Council's authority. The City Manager stated it was not but he would check into the concerns raised.

MAYOR AND CITY COUNCIL

CITY CLERK:

CITY MANAGER:

- (a) **Item #15-223, Accept the Monthly Financial Reports for the Month of December 2015**

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to accept the monthly financial reports for the month of December 2015, as submitted by the Chief Financial Officer.

Roll call vote: Ayes – Buck, Doherty, Hoffman, Thomason, Vogelsang, and Mayor Pro Tem Wilson. The motion carried unanimously.

(b) Item #15-224, Approve a Long-Term Extension to the Lease Agreement with ARC of the St. Johns, Inc. for the Property at 321 Penman Road

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve a long-term extension to the lease agreement with ARC of the St. Johns, Inc. for the Property at 321 Penman Road in the memo dated January 8, 2016, from Jason Phitides, Property and Procurement Officer.

Mr. Forbes stated that the ARC of the St. Johns, Inc. was a private non-profit organization incorporated in 1972 for the purpose of providing daycare services to persons with mental disabilities. They are licensed by the Department of Children and Families, and have leased City property for the past sixteen (16) years. They want to do some improvements, approximately \$30,000, to the interior and want to extend their lease for another eight years. After the eight years, the lease renews on a year-to-year basis.

Council Member Thomason inquired about the 4% rent increase in March, 2016. Mr. Forbes stated the rent increases 4% each year and at the end of eight years can be renewed annually by the City Manager.

Mayor Pro Tem Wilson asked if the lease is for five or eight years and if the cost of the improvements would be at the ARC of the St. Johns' expense. Mr. Forbes indicated the lease was for eight years, and the cost of the improvements would be paid by the ARC of the St. Johns.

Roll call vote: Ayes – Doherty, Hoffman, Thomason, Vogelsang, Buck, and Mayor Pro Tem Wilson. The motion carried unanimously.

(c) Item #15-225, Approval to Execute Continuing Service Contracts with Fred Wilson & Associates, Burns & McDonnell and Leidos Engineering in Response to RFQ Number 08-1415 for Engineering Services for Beaches Energy Services

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve to execute continuing services contracts with Fred Wilson & Associates, Burns & McDonnell and Leidos Engineering in Response to

RFQ Number 08-1415 for Engineering Services for the Beaches Energy Services.

Mr. Forbes explained that if Beaches Energy has a project, they can choose to hire one of these three companies to help them do the electrical engineering work.

Council Member Doherty inquired how this process worked. Mr. Forbes responded that these contracts were for small projects that come up throughout the year.

Roll call vote: Ayes – Hoffman, Thomason, Vogelsang, Buck, Doherty, and Mayor Pro Tem Wilson. The motion carried unanimously.

- (d) **Item #15-226, Approve a Contract with Tietjen Technologies Inc., for the Installation of 8,000 Feet of Underground Fiber Optic Cable from 5th Street Substation to the Parks and Recreation Administrative Building on South Beach Parkway**

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve a contract with Tietjen Technologies Inc., for the installation of 8,000 feet of underground fiber optic cable from 5th Street Substation to the Parks and Recreation Administrative Building on South Beach Parkway.

Mr. Forbes stated that the Community Center and Exhibition Hall on South Beach Parkway was built to survive a Category 3 storm. Should we become unable to use City Hall, we could move all or part of the city services to that building. Currently our fiber optic lines are above ground. As a precaution, we should put the fiber optic line underground to provide service when we need it. Beaches Energy Services would pay the cost for this installation. The City of Jacksonville Beach will be using Tietjen Technologies from a current governmental contract with the Florida School for the Deaf and Blind.

Mayor Pro Tem Wilson inquired if this was for Beaches Energy use. Mr. Forbes stated it was for all city operations. Three quotes were received and Tietjen's was the lowest of the two fully responsive firms that provided quotes.

Council Member Doherty questioned about the wireless capabilities and the 4G progress. Mr. Forbes answered that Mr. Doherty was referring to the wireless overhead canopy for the city. Mr. Forbes stated it did not seem feasible or cost

effective. We are currently making both City Hall and Operations and Maintenance Building wireless for public access and employee use.

Roll call vote: Ayes – Thomason, Vogelsang, Buck, Doherty, Hoffman, and Mayor Pro Tem Wilson. The motion carried unanimously.

- (e) **Item #15-227, Approval to Execute a Continuing Services Contract with Supreme Janitorial Service as the Primary Contractor and Metropolitan Facility Services as the Secondary Contractor for Janitorial Services in Response to RFP No. 02 1516, Janitorial Services for Parks and Recreation Facilities**

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve executing a continuing services contract with the Supreme Janitorial Service as the primary contractor and Metropolitan Facility Services as the secondary contractor for janitorial services in response to RFP No. 02-1516, Janitorial Services for Parks and Recreation Facilities.

Mr. Forbes stated that this was the bid for all the parks and recreation facilities. We sent proposals to 37 vendors. Supreme Janitorial is the same company that cleans City Hall, Police Building and the Operations and Maintenance Building. They are a professional company and doing a good job. There is also a backup company in case the first contractor is unable to meet the contract requirements.

Roll call vote: Ayes – Vogelsang, Buck, Doherty, Hoffman, Thomason, and Mayor Pro Tem Wilson. The motion carried unanimously.

RESOLUTIONS:

ORDINANCES:

- (a) **Item #15-230 ORDINANCE NO. 2015-8066 (Second Reading)**

Mayor Latham requested that the City Clerk read Ordinance No. 2015-8066 (Second Reading), by title only, whereupon Ms. Scott read the following:

AN ORDINANCE AMENDING CHAPTER 30, ARTICLE III, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH BY AMENDING SECTION 30-34(a), ADDITIONAL HOMESTEAD

EXEMPTIONS AUTHORIZED, ADDING SECTION 30-34(b) TO AUTHORIZE AN ADDITIONAL EXEMPTION AND AMENDING SECTION 30-35, ANNUAL ADJUSTMENT TO HOUSEHOLD INCOME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE AND PROVIDING DIRECTIONS TO THE CITY CLERK.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance Number 2015-8066, amending Chapter 30, Article III, of the Code of Ordinances of the City of Jacksonville Beach, to authorize an additional senior homestead exemption for homeowners meeting certain criteria as defined in the Florida Statutes.

Mr. Forbes explained that all ordinances must be read twice and this was the second reading and final adoption of this ordinance. To qualify for this exemption, the home's market value must be less than \$250,000, the owner must have legal or equitable title to the property, have resided on the property for no less than 25 years, be 65 or older, and meet annual limited income requirements, as prescribed in FS §196.075 (the limitation for 2015 is \$28,448).

Mayor Pro Tem Wilson stated that if you look at the criteria, probably not that many people would qualify for this exemption, and it will not affect the overall budget that much.

Roll call vote: Ayes – Buck, Doherty, Hoffman, Thomason, Vogelsang, and Mayor Pro Tem Wilson. The motion carried unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:47 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

**Minutes of Executive Session of the City Council
held Monday, January 11, 2016, at 5:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

Mayor Latham called the meeting to order at 5:08 P.M.

The following Council Members were in attendance:

Mayor: William C. Latham

Council Members: Lee Buck Keith Doherty Christine Hoffman
Bruce Thomason Phil Vogelsang Jeanell Wilson

Also present were City Manager George Forbes, City Attorney Susan Erdelyi, Attorney William Brinton and City Clerk Laurie Scott.

Mayor Latham called the Public Meeting to order and asked for a roll call.

Mayor Latham then adjourned the regular meeting at 5:11 P.M. and commenced an attorney-client session pursuant to Florida Statute 286.011(8) to discuss settlement negotiations or strategy sessions related to litigation expenditures for pending litigation.

The City Attorney Susan Erdelyi then read aloud the five cases that would be discussed separately:

1. Brothers Five v. City of Jacksonville Beach – Case No. 2014 CA 6762 Div. B Circuit Court Duval County
2. Brothers Five v. City of Jacksonville Beach – Case No. 2015 CA 2623 Div. G Circuit Court Duval County
3. Brothers Five v. City of Jacksonville Beach – Case No. 2015 CA 2716 Div. H Circuit Court Duval County
4. Brothers Five v. City of Jacksonville Beach – Case No. 2015 CA 3077 Div. C Circuit Court Duval County
5. Duval Royal Investments, Inc. and Brothers Five of Jacksonville v. City of Jacksonville Beach, Case No. 3:15-cv-1163-J-32-JRK Federal District Court

Mayor Latham announced that the estimated length of the attorney-client session would be one (1) hour. Attending the session were: City Manager George Forbes, Mayor Charlie Latham, Council Members Lee Buck, Bruce Thomason, Jeanell Wilson, Phil Vogelsang, Christine Hoffman, Keith Doherty, City Attorney Susan Erdelyi, the City's outside attorney William Brinton and the Court Reporter. All persons whose names were not called were asked to leave the room.

Mayor Latham opened the Public Meeting and asked for a roll call for attendance at 5:55 P.M after the following case had been discussed:

- Brothers Five v. City of Jacksonville Beach – Case No. 2014 CA 6762 Div. B Circuit Court Duval County (*case #1 on the agenda list*)
-

Mayor Latham then adjourned the regular meeting and commenced an attorney-client session pursuant to Florida Statute 286.011(8) to discuss settlement negotiations or strategy sessions related to litigation expenditures for pending litigation in the matter of:

- Brothers Five v. City of Jacksonville Beach – Case No. 2015 CA 2716 Div. H Circuit Court Duval County (*case #3 on the agenda list*)

Mayor Latham read aloud the following names of those who would be attending the session: City Manager George Forbes, Mayor Charlie Latham, Council Members Lee Buck, Bruce Thomason, Jeanell Wilson, Phil Vogelsang, Christine Hoffman, Keith Doherty, City Attorney Susan Erdelyi, the City's outside attorney William Brinton and the Court Reporter. Mayor Latham announced that the estimated length of the attorney-client session would be one (1) hour. All persons whose names were not called were asked to leave the room.

Mayor Latham opened the Public Meeting at 6:03 P.M and asked for a roll call for attendance.

Mayor Latham adjourned the regular meeting and commenced an attorney-client session pursuant to Florida Statutes 286.011(8) to discuss settlement negotiations or strategy sessions related to litigation expenditures for pending litigation in the matter of:

- Brothers Five v. City of Jacksonville Beach – Case No. 2015 CA 2623 Div. G Circuit Court Duval County (*case #2 on the agenda list*)

Mayor Latham read aloud the following names of those who would be attending the session: City Manager George Forbes, Mayor Charlie Latham, Council Members Lee Buck, Bruce Thomason, Jeanell Wilson, Phil Vogelsang, Christine Hoffman, Keith Doherty, City Attorney Susan Erdelyi, the City's outside attorney William Brinton and the Court Reporter. Mayor Latham announced that the estimated length of the attorney-client session would be one (1) hour. All persons whose names were not called were asked to leave the room.

Mayor Latham opened the Public Meeting at 6:14 P.M. to announce the termination of the closed attorney-client meeting and asked for a roll call for attendance.

Mayor Latham adjourned the regular meeting and commenced an attorney-client session pursuant to Florida Statutes 286.011(8) to discuss settlement negotiations or strategy sessions related to litigation expenditures for pending litigation in the matter of:

- Brothers Five v. City of Jacksonville Beach – Case No. 2015 CA 3077 Div. C Circuit Court Duval County (*case #4 on the agenda list*)

Mayor Latham read aloud the following names of those who would be attending the session: City Manager George Forbes, Mayor Charlie Latham, Council Members Lee Buck, Bruce Thomason, Jeanell Wilson, Phil Vogelsang, Christine Hoffman, Keith Doherty, City Attorney Susan Erdelyi, the City's outside attorney William Brinton and the Court Reporter. Mayor Latham announced that the estimated length of the attorney-client session would be one (1) hour. All persons whose names were not called were asked to leave the room.

Mayor Latham opened the Public Meeting at 6:24 P.M. and asked for a roll call for attendance.

Mayor Latham adjourned the regular meeting and commenced an attorney-client session pursuant to Florida Statutes 286.011(8) to discuss settlement negotiations or strategy sessions related to litigation expenditures for pending litigation in the matter of:

- Duval Royal Investments, Inc. and Brothers Five of Jacksonville v. City of Jacksonville Beach - Case No. 3:15-cv-1163-J-32-JRK Federal District Court (*case #5 on the agenda list*)

Mayor Latham read aloud the following names of those who would be attending the session: City Manager George Forbes, Mayor Charlie Latham, Council Members Lee Buck, Bruce Thomason, Jeanell Wilson, Phil Vogelsang, Christine Hoffman, Keith Doherty, City Attorney Susan Erdelyi, the City's outside attorney William Brinton and the Court Reporter. Mayor Latham announced that the estimated length of the attorney-client session would be one (1) hour. All persons whose names were not called were asked to leave the room.

The Executive Session adjourned at 7:40 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

MEMORANDUM

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6263
Fax: 904.247.6169

www.jacksonvillebeach.org

TO: George Forbes, City Manager
FROM: Ann Meuse, Human Resources Director *AM*
DATE: January 15, 2016
RE: Employee of the Quarter Award
4th Quarter 2015

This is to advise that the final determination of the Employees of the Quarter for the 4th Quarter of 2015 have been made. It is my pleasure to announce the following selections:

<u>Name</u>	<u>Department</u>
Laurie Scott	City Clerk
Erica Jackson	Human Resources

Please refer to the attached letters on their achievements.

According to our Awards Program, Laurie and Erica should be recognized by the City Council with a personalized letter from you and a City of Jacksonville Beach Employee of the Quarter pin. I am forwarding this information to you so that a presentation can be made at the February 1, 2016, Council Meeting. The recipients will be notified to attend.

Additionally, for your information, the Department Directors will be having departmental award ceremonies which will include the presentation of a check in the amount of \$100 and a personalized certificate to each recipient.

Attachment



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

Fax: 904.247.6276

www.jacksonvillebeach.org

February 1, 2016

Laurie Scott
City Clerks Office

Dear Laurie,

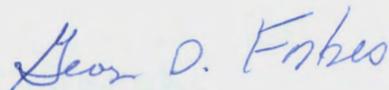
It is with great pleasure that we present you this letter of appreciation for your outstanding job performance in the City Clerk's office. You have been selected as an Employee of the Quarter for the 4th Quarter of 2015.

You are being recognized for:

- Providing exceptional supervision of the City Clerk's office, ensuring deadlines were met, while hiring and training new staff members and taking on additional duties;
- re-engineering of the City's lien request process, eliminating unnecessary steps in the process, saving time and resources and improving customer service;
- financial stewardship in identifying excessive copier charges, which resulted in a refund of \$2,979 to the City;
- and a consistently cheerful attitude and willingness to reach out and help others.

Please accept our sincere gratitude and thanks for your outstanding performance. It truly exemplifies the dedication and spirit for which we all strive to attain as public employees.

Sincerely,



George D. Forbes
City Manager



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

Fax: 904.247.6276

www.jacksonvillebeach.org

February 1, 2016

Erica Jackson
Human Resources

Dear Erica,

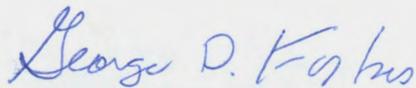
It is with great pleasure that we present you this letter of appreciation for your outstanding job performance in the Human Resources Department. You have been selected as an Employee of the Quarter for the 4th Quarter of 2015.

You are being recognized for:

- Providing exceptional customer service and going out of your way to assist employees and retirees with their payroll and health insurance needs;
- volunteering to assume the responsibility for the Wellness Passport program, and coordinating multiple successful lunch and learns. You also added novel ways to increase employee participation;
- your creativity and assistance in the development of an all new interactive Health Fair for the City;
- and your positive attitude and cheerful demeanor that you bring to all that you do.

Please accept our sincere gratitude and thanks for your outstanding performance. It truly exemplifies the dedication and spirit for which we all strive to attain as public employees.

Sincerely,



George D. Forbes
City Manager



Distinguished Service Award

Gary Meadors

Whereas, Gary Meadors began his career with the City of Jacksonville Beach on November 28, 1984, in Golf Course Maintenance; and

Whereas, Mr. Meadors became the Landscape/Parks Maintenance Director on October 1, 1993, and on February 25, 2008, Mr. Meadors became the Director of Parks & Recreation; and

Whereas, Mr. Meadors performed an exemplary job on the budget while finding creative ways to reduce costs and keep City services at a satisfactory level; and

Whereas, Mr. Meadors took on the additional responsibility of managing special events when the duties were transferred to the Parks & Recreation Department in 2011; and

Whereas, Mr. Meadors was instrumental in accomplishing the following improvements to the city:

- Successfully building Oceanfront Park, South Beach Park, Cradle Creek Preserve, Paws Dog Park and the splash pad at South Beach Park
- Working with the community to install the Sunshine Park play structure at South Beach Park
- Rebuilding Wingate Park, adding a Pop Warner field, adult softball fields, a girls' multi-purpose field, practice fields and scoreboards
- Rebuilding Rotary Park, Gonzales Park and virtually every park facility in the city
- Finding a way to build a skate park in South Beach Park
- Continuously improving the golf course, creatively adding water retention areas for the downtown drainage that were incorporated into the golf course as water hazards; rebuilding greens, fairways and sand bunkers, adding cart paths and irrigation systems
- Successfully building the Golf Course Clubhouse and Cart Barn
- Building a new Carver Center and Carver Center Park
- Creating a veteran's memorial for the H. Warren Smith Cemetery along with a new entryway and fencing
- Rebuilding the Lee Kirkland Cemetery by adding a new entryway and cremation niches

Whereas, Mr. Meadors has faithfully served the citizens of Jacksonville Beach for 31 years,

Now, hence, be it resolved, that the Mayor and City Council honor Parks & Recreation Director Gary Meadors with the highest respect, admiration, and esteem for his dedicated and distinguished service to the City.

Authenticated this 1st day of February, 2016.

Charlie Latham, MAYOR

CITY OF JACKSONVILLE BEACH

City of

Jacksonville Beach

2508 South Beach

Parkway

Jacksonville Beach

FL 32250

Phone: 904.247.6236

Fax: 904.247.6143

www.jacksonvillebeach.org

TO: George D. Forbes
City Manager

FROM: Trish Roberts
Deputy City Manager

DATE: January 22, 2016

SUBJECT: Proposed Community Development Block Grant Projects for
FY 2016-2017

ACTION REQUESTED

Public Hearing and City Council approval of projects for inclusion in the FY 2016-2017 Community Development Block Grant (CDBG) application to the City of Jacksonville.

BACKGROUND

The City participates with the City of Jacksonville in sharing Entitlement Funding from the Federal Community Development Block Grants (CDBG). The CDBG monies must be spent to improve the quality of life for people with low and moderate incomes. The City's portion is utilized to fund the **Community Assisted Policing Effort (CAPE) Program**, and the **Carver Center Recreation Program**.

We are requesting full funding for both programs in our FY 2016-2017 CDBG grant application. A breakdown of the funding request and the priority rank is below.

Proposed Projects	Proposed Funding	Priority Level
<ul style="list-style-type: none"> • Salary & Benefits for one (1) Recreation Supervisor • Salary, Work Comp & Pension for one (1) part-time year-round Recreation Leader • Salary & Work Comp for one (1) part-time year-round Tutor 	\$82,465.65	#1
Community Assisted Policing Effort:		
<ul style="list-style-type: none"> • Salary & Benefits for one (1) police officer 	\$63,039.07	#2
GRAND TOTAL	\$145,504.72	



The City's CDBG FY 2015-2016 grant award amount was \$137,528.00 to fund these programs. The City Manager will adjust the funding levels of the recommended projects in accordance with the priority ranking shown if there is any change in the funding.

RECOMMENDATION:

Approve the Mayor and City Manager to submit a Community Development Block Grant application for fiscal year 2016-2017 as recommended in a memo from Trish Roberts dated January 22, 2016.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org



MEMORANDUM

TO: George Forbes, City Manager
FROM: Jason Phitides, Property & Procurement Officer
DATE: January 25, 2016
SUBJECT: Lease for Industrial Park with Franklin Electric Service Inc.

ACTION REQUESTED

Approve a Commercial Lease Agreement with Franklin Electric Service Inc., for property at the Industrial Park.

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. The property was previously leased to First Student Bus Company, whose lease expired in July 2014.

Franklin Electric Service Inc. (Lessee), is a local electrical contracting business operating throughout the Beaches for the past eight (8) years. The Lessee would like to lease 7,160 square feet of land including the vacant building formerly used as a maintenance facility for school buses. The building is approximately 2,240 square feet. The Lessee plans to use the facility strictly for commercial office space. The proposed use is acceptable under Sec. 34-346 Industrial district: I-1 zoning. Total monthly rent would be \$2,160.58.

The Lessee plans significant improvements to the existing building which include the installation of a restroom facility, new HVAC system and upgrade to the electrical system.

Key provisions of this lease are as follows:

- The lease is for a period of five (5) years, with options to renew for one-year increments at the sole discretion of the City Manager.
- In order to complete upgrades and building modifications, the Lessee will be afforded a five (5) month grace period where the Lessee is not required to pay rent, ending on July 1st 2016.

- Use of the land and building is solely for commercial office space.
- The initial lease rate will be \$1.08 per square foot for 7,160 square feet of land per annum and \$8.12 per square foot for 2,240 square feet of building space per annum. Total lease rate is \$25,926.98 per annum or \$2,160.58 per month.
- The rate will increase by 4% each year. The Lessee is also responsible for ad valorem and property taxes.
- The Lessee shall be responsible to maintain and keep the property in good condition and repair throughout the term of the lease.
- The Lessee shall maintain liability insurance and co-insure the City of Jacksonville Beach.
- Title to and interest in all permanent structures built and improvements made by the Lessee, shall vest with the City.
- The Lessee may not assign the lease or sublease the property.

RECOMMENDATION

Authorize the City Manager and Mayor to execute a lease with Franklin Electric Service Inc., for property at the Jacksonville Beach Industrial Park, as described in the memorandum from the Property & Procurement Officer dated January 25, 2016.

COMMERCIAL LEASE AGREEMENT

City of
Jacksonville Beach
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6226
Fax: 904.270.1639

www.jacksonvillebeach.org

This Lease is executed on this 1st day of February, 2016, A.D. by and between the CITY OF JACKSONVILLE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 11 North Third Street, Jacksonville Beach, Florida 32250 ("CITY"); and Franklin Electric Service, Inc., a Florida Corporation whose mailing address is 4 Tallwood Road, Jacksonville Beach, Florida 32250 ("TENANT").

In consideration of the mutual covenants contained herein, CITY and TENANT agree as follows:

1. LEASED PROPERTY.

CITY hereby demises and leases to TENANT, and TENANT hereby hires, rents, and leases from CITY, real property located at the former Jacksonville Beach City Yard, now known as the Industrial Park, located at 660 10th Street South, Jacksonville Beach, Florida 32250, Duval County. The leased property consists of 7,160 square feet land and 2,240 square feet of building space and is more particularly described in Attachment A to this Lease.

2. TERM.

(a) Initial Term: The initial term of this Lease shall be five (5) years, commencing on February 1, 2016 and terminating on January 31, 2021. The lease is renewable for additional one-year terms upon the sole discretion of the City Manager.

3. RENT; RENT ADJUSTMENT.

(a) Subject to the adjustment, escalation, and other provisions of this Lease and Attachment B of this Lease, TENANT shall pay to CITY, in lawful



money of the United States, a total rent, during the first year of this Lease, of **\$25,926.98** per year plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The initial monthly rent shall start at **\$2,160.58** plus any such taxes, fees, or assessments billed for that month. This rental rate is based on **7,160** square feet of land at a beginning rate of **\$1.08** per square foot per year and **2,240** square feet of building space at a beginning rate of **\$8.12** per square foot per year. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing or \$50.00, whichever is greater.

The CITY will grant a grace period of five (5) months for the TENANT to upgrade the building to include installation of a restroom facility. The first monthly rent payment will be due at the end of the grace period, on July 1st 2016.

(b) At the expiration of this Lease, ownership interest in all structures and improvements (fixtures) made by TENANT shall vest to the CITY. These fixtures shall consist of any structures built and improvements made by TENANT upon the Leased Premises during the initial terms, and during the option period, if applicable, including all alterations, changes, and additions, except TENANT's unfixed personal property.

4. STANDARD PROVISIONS.

The standard lease provisions for Industrial Park Tenants set forth in Attachment B to this Lease and entitled "Standard Lease Provisions," are incorporated into and made a part of this Lease.

5. SPECIAL PROVISIONS.

To the extent that any of the following Special Provisions is in conflict with any other provision of this Lease, the Special Provision shall govern.

(a) The TENANT hereby agrees to indemnify and hold the CITY harmless of and from all actions, proceedings, claims, demands, costs, damages, and expenses, which shall include, but not be limited to, the CITY's actual court costs and attorney's fees, which arise from damage to property or injury to persons located on the leased property as a result of errant golf balls from the Golf Facility and the Golf Facility's proximity to the leased property (the "Indemnification"). The Indemnification shall only benefit the CITY and not any other person, entity, or party, and the Indemnification shall automatically expire and become null and void in the event that the adjacent property ceases to be used as a Golf Facility.

(b) The CITY is planning improvements to the roadway, drainage, sidewalks and curb and gutter along Tenth Street South, and will not be responsible for any business delays, costs or inconveniences to the TENANT during such improvements.

(c) Ad valorem and non-ad valorem taxes shall be paid to the City of Jacksonville Beach on an annual basis pursuant to paragraph 19(b) of the Standard Lease Provisions for Industrial Park Tenants set forth in Attachment B to this Lease.

(d) The leased property can only be used for the purposes(s) described in Attachment B and for no other use without the written consent of the CITY.

6. INTEGRATION; AMENDMENTS.

(a) This written Lease Agreement and Attachments A and B contain

the entire Agreement of the undertakings by and between the parties hereto relative to the leasing of the premises. No prior or present agreements, representations, statements, or promises, whether oral or written, made by any party or agent of any party hereto which is not contained herein shall be binding or valid.

(b) No provision of this written Lease or Attachments A and B may be amended, extended or modified except by written instrument executed by all parties to this Lease.

IN WITNESS WHEREOF, we the CITY and TENANT have hereunto affixed our hands and seals.

CITY – CITY OF JACKSONVILLE BEACH

ATTEST:

CITY:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: City Clerk

Title: Mayor

Sign: _____

Print: _____

Title: City Manager

STATE OF FLORIDA
COUNTY OF DUVAL

TENANT – FRANKLIN ELECTRIC SERVICE INC.

ATTEST:

TENANT:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: _____ Title: _____

Acknowledgement: It is known that the site of this land being leased is adjacent to a Municipal Golf Course and Pollution Control Plant. The TENANT agrees to hold the CITY harmless for any damages arising from stray golf balls and Pollution Control Plant odors which occur on the leased premises.

FRANKLIN ELECTRIC SERVICE INC.

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of _____, 20____, by _____, as and as, _____ on behalf of the corporation. They are personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large [SEAL]

My Commission Expires:



MEMORANDUM

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6231
Fax: 904.247.6107
Planning@jaxbchfl.net

www.jacksonvillebeach.org

TO: George Forbes, City Manager
FROM: Bill Mann, Planning and Development Director 
DATE: January 22, 2016
SUBJECT: Appropriation of \$20,625 in Downtown Tax Increment Trust Funds for Kimley-Horn & Associates to Study the Proposed One-Way Pairing of North 1st Street Northbound and North 2nd Street Southbound Between Beach Boulevard and 6th Avenue North

ACTION REQUESTED:

Authorize the Appropriation of \$20,625 in Downtown Tax Increment Trust Funds for Kimley-Horn & Associates to Study the Proposed One-Way Pairing of North 1st Street Northbound and North 2nd Street Southbound Between Beach Boulevard and 6th Avenue North.

BACKGROUND:

A City Council workshop was conducted on October 5, 2015 to discuss the status of the various components of the 2015 Downtown Action Plan. During the review of the transportation related projects, the City Council discussed that the City should hire a traffic engineer to look into potentially making 1st Street North a one-way northbound street and making 2nd Street North a one way southbound street.

Kimley-Horn & Associates is currently under contract with the City to study the operation of the two Beach Boulevard roundabouts. For this reason, they were contacted to provide a fee estimate to perform a study of the pros and cons of such a one-way street configuration in the core downtown area from Beach Boulevard to 6th Avenue North, as compared with both streets' current two-way configuration. They provided a cost estimate of \$20,635 to perform the requested study. (\$18,700 base fee, plus a 10% contingency)



The Community Redevelopment Agency met January 19, 2016, and approved this appropriation via CRA Resolution No. 2016-3.

RECCOMENDATION:

Approve Kimley-Horn & Associates to study the one-way pairing of 1st Street and 2nd Street in the Central Business District, as explained in the memo from Bill Mann dated January 22, 2016.

Kimley»Horn

December 18, 2015

Ronald Hoogland, P.E.
GAI Consultants, Inc.
1301 Riverplace Blvd.
Suite 900
Jacksonville, FL 32207

**RE: Professional Services Agreement for Two Way vs. One Way Comparison of
1st Street N and 2nd Street N between Beach Blvd and 6th Ave N
Jacksonville Beach, Florida**

Dear Mr. Hoogland:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to GAI Consultants, Inc. ("Client") for providing traffic operations analysis.

PROJECT UNDERSTANDING

Kimley-Horn has been requested to perform a Two Way versus One Way comparison of 1st Street N and 2nd Street N between Beach Boulevard and 6th Avenue N in Jacksonville Beach, Florida. The City of Jacksonville Beach has received a request from the City Council to consider the pros and cons of converting the operation of the two City streets to one way operation. This comparison will evaluate the pros and cons of such a conversion. It does not include performing traffic counts and analyzing each intersection, but does include performing observations of existing traffic operations, cataloguing the pros and cons, and developing a high level cost estimate to make the one way conversion for planning purposes.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Existing Observations

Field observations will be made during one time period on a weekday and one time period on a weekend to document travel patterns. The time periods to be observed will be determined based on discussions with City Jacksonville Beach staff. The study limits include 1st Street N and 2nd Street N from Beach Blvd to 6th Avenue N. The purpose of the observations will be to document the interaction of the businesses, parking, pedestrians, bicycles, and traffic flow. It would be ideal for the weekend observations to be made during a holiday weekend or in the summer months, but based on the current time of year the summer months will not be possible to complete. These observations will be summarized in the final documentation.

Task 2 – Evaluation of Pros and Cons for One Way Conversion

This task is meant to research and provide pros and cons for the City of Jacksonville Beach to consider before making the decision to study this conversion further. No detailed traffic analysis will be done as a part of this high level review. The two study corridors, 1st Street N and 2nd Street N will be reviewed for one way operation based on criteria including access to local businesses, trip length, safety, parking, transit usage, traffic flow/congestion, and pedestrian and bicycle mobility. This information will be

summarized either in bullet format or in a table for ease of review and comparison by the City of Jacksonville Beach.

Task 3 – Cost Estimate

Cost associated with converting 1st Street N and 2nd Street N to one way operation has also been requested to aid in looking at the big picture impacts to the City of Jacksonville Beach. This cost analysis will be a high level planning cost estimate. Since no traffic analysis is being completed as a part of this evaluation detailed roadway improvements will be unknown and therefore estimated.

Task 4 – Memo Documentation

A draft memo will be prepared including the findings in Tasks 1 – 3. The draft memo will be submitted in PDF format only.

Following the draft memo and after addressing comments, the final memo will be completed and submitted to the City of Jacksonville Beach for approval.

SCHEDULE

We will provide our services as expeditiously as practicable.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Existing Observations	\$ 2,600.00
Task 2 Evaluation of Pros and Cons for One Way Conversion	\$ 6,700.00
Task 3 Cost Estimate	\$ 4,950.00
Task 4 Memo Documentation	\$ 4,500.00
Total Lump Sum Labor Fee	\$18,750.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to GAI Consultants, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Michelle B. Mecca, P.E.
Project Manager

Joseph P. Mecca, P.E.
Vice President

Attachment: Standard Provisions

GAI CONSULTANTS, INC.

A Corporation

By:

_____, President/Vice President

(Print or Type Name)

(Email Address)

Attest:

_____, Secretary/Assistant Secretary

(Print or Type Name)

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of

the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance in the amount of \$2,000,000 per claim, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications

for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.



January 23, 2016

TO: George Forbes, City Manager
FROM: Ty Edwards, Public Works
RE: Authorize Amendment #1 - Construction of Part A (Site Preparation), South Beach Park Skate Park Design-Build Contract

City of Jacksonville Beach
Operations & Maintenance Facility
Department of Public Works
1460-A Shetter Avenue
Jacksonville Beach FL 32250
Phone: 904.247.6219
Fax: 904.247.6117

www.jacksonvillebeach.org

ACTION REQUESTED:

Authorize Amendment #1 to the City's South Beach Park Skate Park Design-Build Contract for construction of Part A (Site Preparation).

BACKGROUND:

On September 8, 2015, the City Council approved Team Pain as the highest rated firm for the Design Build of a Municipal Skate Park and to continue Phase 2 of the project. In Phase 2, the City provides its comprehensive scope of services and Team Pain responds with a final design proposal, subject to Council approval. Ultimately, this process will lead to final design and construction documents, and binding cost estimate.

Staff divided the skate park project into three (3) distinct parts on which the Phase 2 process is to be applied. These are:

- Part A (Site Preparation)
Part B (Concrete Skate Park)
Part C (General Park Amenities)



When the design of Part B (Concrete Skate Park) and Part C (General Park Amenities) is 60% complete, the City will host an open house for the public. Subsequently, Team Pain is to provide to the City the finalized design plans with agreed costs, which will be presented to the Council for consideration.

By approving Amendment #1, Construction Part A (Site Preparation), Team Pain will be able to quickly begin construction work on Part B (Concrete Skate Park) when their specialized crew is available. Part A cost summary and staff recommendation are summarized in the following chart.

Contract Amendment #1, Construction Part A (Site Preparation), South Beach Park Skate Park Design-Build Contract at South Beach Park, Jacksonville Beach, FL		
<u>DESCRIPTION</u>	<u>COST</u>	<u>RECOMMENDATION</u>
<i>Part A Guaranteed Maximum Price</i>	\$364,187	<ul style="list-style-type: none"> • Authorize Amendment #1 to the South Beach Park Skate Park Design-Build Contract with Team Pain¹.
9% Contingency	\$ 32,777	
Construction Total:	\$396,964	
<p>¹Team Pain design-build team consists of <i>Team Pain Skate Parks, Flores Construction Co., Littlejohn Inc., and Vickstrom Engineering</i>. <i>Flores Construction Co.</i> executed the design-build contract with the City.</p>		

The Community Redevelopment Agency appropriated funds for this Contract Amendment #1, from the South Beach Redevelopment Tax Increment Trust Fund at its meeting held on January 19, 2016.

It is recommended that **Amendment #1** for construction of **Part A (Site Preparation)** to the City's **South Beach Park Skate Park Design-Build Contract** with **Team Pain** be authorized at a lump sum cost of **\$364,187**, plus a 9% contingency, for a total cost not to exceed **\$396,964**.

RECOMMENDATION:

Authorize Amendment #1 to the City's South Beach Park Skate Park Design-Build Contract with Team Pain for construction of Part A (Site Preparation), as explained in the memorandum from the Public Works Director dated January 23, 2016.

South Beach Park

SKATE PARK
SITE PREPARATION OVERVIEW

APPROXIMATE
LOCATION OF
REPLACEMENT
DRAINAGE AND
UTILITY PIPING

ABANDON
POND AND
REMOVE ALL
UTILITIES
FROM AREA
OF PROPOSED
SKATE PARK





BEACHES ENERGY
SERVICES

TO: George D. Forbes
City Manager

FROM: Allen Putnam
Director of Beaches Energy Services

DATE: January 25, 2016

SUBJECT: Bid No. 1516-04 Substation Relay Replacements

ACTION REQUESTED:

Award Bid No. 1516-04 Substation Relay Replacements to the lowest responsive bidder, *SEL Engineering, LLC*.

BACKGROUND:

Transmission line relays provide system control and protection from faults caused by such things as lightning strikes, wildlife, trees and equipment malfunctions. A protective relay's principal function is to monitor the transmission line and operate a circuit breaker if a fault is detected in order to limit or prevent damage to substation equipment. Our existing electromechanical relays are over 30 years old and have substantially reached the end of their useful life. In order to maintain reliability and safety of the bulk electric system and comply with regulatory standards, Beaches Energy Services has implemented a multi-year project to replace all relays with the latest microprocessor relays.

This year, relay replacements are planned for the transmission line between Sampson Substation and Florida Power and Light's Millcreek Substation.

Invitations to bid were sent to seven (7) qualified vendors. The bid required labor only to remove old relays and install and test the new microprocessor relays. Beaches Energy Services will purchase the relays. We received three (3) bid responses and following is the bid tabulation:

Vendor	Bid Amount
SEL Engineering LLC	\$ 45,500.00
Connected Power	\$ 89,655.00
CE Power	\$ 98,144.00

George D. Forbes

Page 2

January 25, 2016

This project is budgeted in the 2016 Capital Improvements Plan and funds will be provided from Beaches Energy Services Operating Revenues.

RECOMMENDATION:

Award Bid No. 1516-04 Substation Relay Replacements to the lowest responsive bidder ***SEL Engineering***, as described in the memorandum from the Director of Beaches Energy Services dated January 25, 2016.

City of Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

[Phone] 904.247.6231

[Fax] 904.247.6107

[E-Mail

Planning@jaxbchfl.net]

www.jacksonvillebeach.org



MEMORANDUM

To: George D. Forbes, City Manager

From: Bill Mann, Planning and Development Director

Re: Ordinance No.2016-8067, amending Ord. No. 7058 concerning the County approval agency for proposed construction over sites containing solid waste.

Date: January 25, 2016

ACTION REQUESTED:

Adopt Ordinance No. 2016-8067, amending Ord. No. 7058 to correctly identify the City of Jacksonville Public Works Department, Solid Waste Division as the County agency with approval authority for proposed construction activities on sites filled with solid waste.

BACKGROUND:

Staff was contacted in May of 2015 by a developer interested in developing a nine lot subdivision on two adjacent undeveloped parcels of land on the west side of Colonies Drive, between Republic and Declaration Drives, and adjacent to the former Constitution landfill (see attached aerial photos).

The developer was informed that the parcels were zoned *Residential, single family: RS-2*, and that any subdivision of the property would have to meet the *RS-2* dimensional and development standards. He was further informed that since a former landfill was located next to, and possibly extending into, the subject parcels, he would need to address the County approval requirement cited in our code in order to move forward with his development plans. Our current code was adopted in 1980, and at that time, the required County approval would have been from the Jacksonville (Duval County) Department of Health, Welfare, and Environmental Services.

This department no longer exists. The City of Jacksonville department that currently approves this type of development request is the Public Works Department, Solid Waste Division.

Staff also contacted legal counsel to review the developer's request. The attached letter was received from attorney William Finger, with the law from Finger, Nelson & Maguire, describing the proper way for the required County approval to now be addressed. His recommendation was that our code be amended to reflect the City's current interlocal agreement with the City of Jacksonville, and to reflect that the approval authority for construction activities on lands filled with solid waste now lies with the City of Jacksonville's Public Works Department, Solid Waste Division. The attached ordinance accomplishes these two directives.

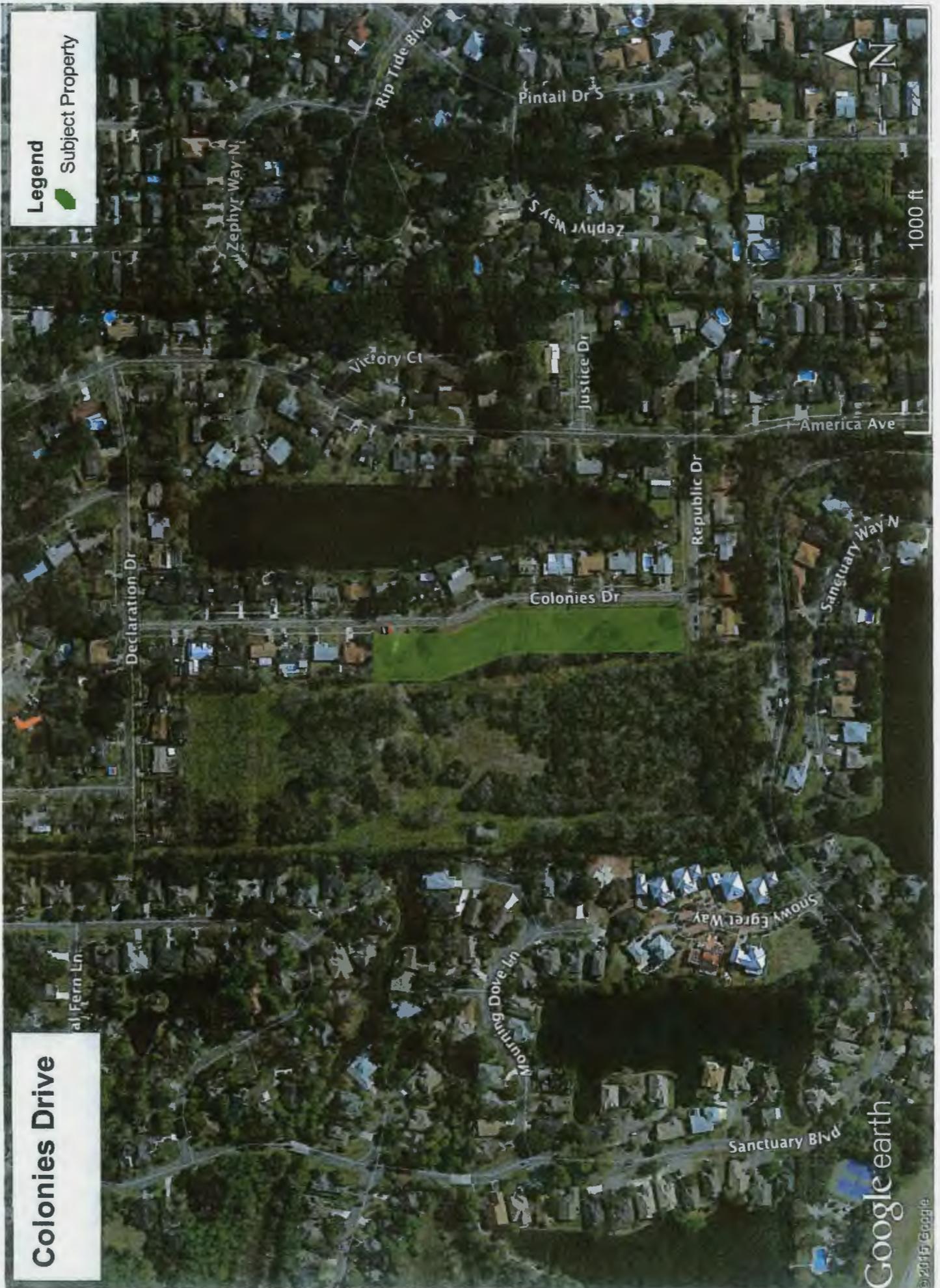
Mr. Finger also recommends in his letter that several specific conditions of approval be placed on the Plat documents, should the developer be allowed to develop the two parcels as he intends. Should the developer be successful in being able to plat the parcels, the recommended conditions in Mr. Finger's letter will be made a part of the Final Plat documents for the two parcels.

RECOMMENDATION:

Adopt Ordinance No. 2016-8067, to correctly cite the Duval County Public Works Department, Solid Waste Division as the agency responsible for the approval of construction activities on sites containing buried solid waste.

Colonies Drive

Legend
Subject Property



Google earth

© 2015 Google

Colonies Drive

Legend

Parcel 1

Parcel 2

Google earth

© 2015 Google





Finger, Nelson & Maguire, PLLC
Attorneys at Law
1650 Margaret Street
Suite 302, #258
Jacksonville, FL 32204

MEMORANDUM

To: William C. Mann, AICP
Director, Planning and Development
City of Jacksonville Beach

From: William L. Finger

Date: December 9, 2015

Re: Proposed Development of Solid Waste Site, Jacksonville Beach, Florida

With regard to Ordinance No. 7058, I recommend that it be amended to reflect the status of the current inter-local agreement with the City of Jacksonville and, if applicable, the COJ's Solid Waste Division's authority, as it relates to properties containing solid waste. In addition to Jeff Foster's comments, I also recommend the following be added to the Plat requirements for residential development in this area:

- Provide written notice to all current and subsequent purchasers that their residence was constructed over solid waste material.
- Sample all lots for the presence of solid waste and potential methane migration. Install appropriate methane mitigation equipment (where needed) and require it be maintained and operated until sampling establishes it is no longer required. Sample numbers and appropriate mitigation to be determined by P.E.
- Implement covenants and restrictions that prohibit: 1) the installation and/or use of all wells, including potable and irrigation wells; 2) the installation of structures (including below ground swimming pools) that require excavation greater than three feet [or other number to be determined] below the land surface; and 3) the planting of vegetable gardens and/or fruit trees. Note that even lots without solid waste, but that are adjacent to or nearby lots with solid waste may still have contaminated groundwater underneath.

- Excavate and properly dispose of solid waste from underground utility corridors.
- Ensure that all development activities are in compliance with FDEP's Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida.

Note that many solid waste sites also contain environmental contaminants and that the requirements above may not prevent human exposure to contaminants. In conclusion, the above will significantly reduce but will not eliminate all risks. As a result, the FDEP does not prohibit residential development over solid waste disposal sites, however, it does discourage residential development in these areas.

Please do not hesitate to contact me if you have any questions or would like to discuss this in greater detail.

Introduced by: _____

1st Reading: _____

2nd Reading: _____

ORDINANCE NO. 2016-8067

AN ORDINANCE TO AMEND ORDINANCE NO. 7058, AN ORDINANCE CONCERNING NEW CONSTRUCTION ON SITES FILLED WITH SOLID WASTE TO REDESIGNATE THE DUVAL COUNTY, FLORIDA AGENCY RESPONSIBLE FOR THE APPROVAL OF THE CONSTRUCTION OF BUILDINGS AND OTHER IMPROVEMENTS ON OR THROUGH COMPLETED PORTIONS OF SITES FILLED WITH SOLID WASTE; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No.7058 cites the City of Jacksonville (Duval County) Department of Health, Welfare, and Environmental Services as the entity within Duval County, Florida that was responsible for reviewing and approving requests for construction activity on site filled with solid waste, and

WHEREAS, said Department of Health, Welfare, and Environmental Services is no longer an agency of Duval County, Florida and its responsibilities and authority relative to properties containing solid waste solid waste are now the responsibility of the City of Jacksonville Public Works Department, Division of Solid Waste, and

WHEREAS, an interlocal agreement was executed on May 11, 1982 between the City of Jacksonville, Florida (Duval County) and the City of Jacksonville Beach, the City of Neptune Beach, the City of Atlantic Beach, and the Town of Baldwin, and

WHEREAS, said interlocal agreement designates certain County services including sanitary landfill services which are to be provided to all cities and towns within the county, and

WHEREAS, the City of Jacksonville Public Works Department , Solid Waste Division is the County agency responsible for regulating solid waste and landfills within the county, which was formerly the responsibility of the City of Jacksonville (Duval County) Department of Health, Welfare, and Environmental Services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. That Section 1 of Ordinance No. 7058 is hereby amended, and as amended, shall henceforth read as follows:

Section 1. The construction of buildings, sewage, or gas or water supply mains, parking lots, or paved areas on or through completed portions of sites filled with solid waste is prohibited unless specifically approved in writing by the City of Jacksonville (~~Duval County~~) ~~Department of Health, Welfare, and Environmental Services~~ Public Works Department, Solid Waste Division.

SECTION 2. If any provision or portion of this amendment is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions or portions of this amendment shall remain in full force and effect.

SECTION 3. This amendment shall take effect following its adoption, in accordance with the law.

AUTHENTICATED THIS ____ DAY OF _____, A.D. 2016.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK