



Agenda  
City Council

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Monday, August 20, 2018

7:00 PM

Council Chambers

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**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**

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES**

- a. 18-147 Council Budget Tour Held August 3, 2018
- b. 18-148 Budget Workshop Held August 6, 2018
- c. 18-149 Regular City Council Meeting Held August 6, 2018
- d. 18-150 Budget Workshop Held August 7, 2018
- e. 18-151 Public Workshop Held August 8, 2018

**ANNOUNCEMENTS**

**COURTESY OF THE FLOOR TO VISITORS**

**MAYOR AND CITY COUNCIL**

- a. 18-152 Resolution of Lifetime Achievement Award - Ty Edwards

**CITY CLERK****CITY MANAGER**

- a. 18-153 Accept the Monthly Financial Reports for the Month of July 2018
- b. 18-154 Award Bid Number 1718-23 - Installation of Fiber Optic Cable Along the 805 Transmission Line Between Beaches Energy Services' Sampson and Ft. Diego Substations
- c. 18-156 Approve a Commercial Lease Agreement with Tee to Green Partners dba The Sand Trap Tavern for the Restaurant at the Jacksonville Beach Golf Club

**RESOLUTIONS**

- a. 18-157 RESOLUTION NO. 2015-2018  
  
A RESOLUTION AMENDING THE SCHEDULE OF PERMIT AND LAND DEVELOPMENT CODE APPLICATION FEES FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA.

**ORDINANCES****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.*

**City of Jacksonville Beach**  
**Minutes of Fiscal Year 2019 Council Budget Tour**  
**Friday, August 3, 2018 – 2:00 P.M.**

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The Council Budget Tour began at 2:00 P.M. in the Council Chambers.

City Council Members in attendance:

Mayor Charlie Latham

Lee Buck (*Late*)  
Christine Hoffman  
Bruce Thomason (*Absent*)

Phil Vogelsang (*Absent*)  
Jeanell Wilson  
Keith Doherty (*Absent*)

## **Fiscal Year 2019 Council Budget Tour**

### **Budget Overview**

George Forbes and Karen Nelson with the City Manager's Office, along with Department Heads, presented an overview of the proposed Fiscal Year 2019 budget. (Copy of PowerPoint presentation on file)

Mr. Forbes summarized the City's financial condition. Mr. Forbes stated the City is in excellent financial condition. The City will be holding the millage rate at 3.9947, and the \$162,517,823 proposed budget for 2019 is 1.3 percent less than the current year. Government debt will be retired in March 2019, Utility debt in October 2020. The Electric Rates have been reduced by \$24 per 1,000-kilowatt hours since March 2010, and Garbage and Stormwater rates have not been raised in 25+ years.

Mr. Forbes further discussed the City's pension contributions, provided an overview of Utilities Enterprise fund expenses and discussed the possibility of contracting out the Fire Services to the City of Jacksonville.

### **Downtown Drainage & Infrastructure Improvement Projects**

Director of Public Works, David Millinor provided an overview of the following Downtown Drainage & Infrastructure Improvement projects:

- Beach Blvd – 4<sup>th</sup> Ave. S.
- 11<sup>th</sup> Ave S. – 13<sup>th</sup> Ave. S
- Golf Course Drainage Channel Improvements
- 12<sup>th</sup> Ave. channel – Intracoastal
- 11<sup>th</sup> Ave. S – 7<sup>th</sup> Ave. S. (East of A1A)
- 7<sup>th</sup> Ave. S. – 4<sup>th</sup> Ave. S (East of A1A)
- 16<sup>th</sup> Ave. S. – 13<sup>th</sup> Ave. S. (East of A1A)
- 3<sup>rd</sup> Street N. (A1A) Water Main improvements
- Design and construction of dune walkovers and extended outfalls
- Stormwater projects in South end CRA District

### **Parks and Recreation Projects**

Director of Parks and Recreation, Jason Phitides provided an overview of the following projects:

- Multipurpose field
- Exercise equipment
- Additional Splash Pad (toddlers)

### **Zoll Cardiac Monitor Replacement**

Fire Captain, Dallis Hunter, explained the Fire Department's current defibrillators were purchased in 2006 and need to be replaced. The department is proposing to purchase three new Zoll Cardiac Monitors costing approximately \$40,000 each. The department would purchase one new defibrillator a year for three years.

### **Ocean Rescue**

Ocean Rescue Supervisor, Rob Emahiser presented a brief overview of the following topics:

- Extensive training for all Ocean Rescue personnel
- Possible drone purchase and its advantage
- Positive results regarding staffing the summer positions by offering the \$500 incentive program

### **Beaches Energy Services (BES) projects:**

Director of Beaches Energy, Allen Putnam presented an overview of the following projects:

- BES recently accepted delivery of a 100-foot bucket truck, which was budgeted in last year's budget. The new bucket truck will be used to repair transmission lines.
- Guana Transformer Addition: Mr. Putnam explained this project would improve system capacity, redundancy, and reliability. Mr. Putnam stated the estimated project duration would be from 24-36 months. Mr. Putnam explained the consultant has prepared the transformer bid and specifications as well as the engineering design. The transformer has already been delivered, assembled and tested. Construction for the project is scheduled for spring 2018 to spring 2019.
- Sampson Substation: In FY2019, one of the 112 MVA transformers at the Sampson Substation would be replaced with a new 224 MVA transformer.
- Distribution Automation Plan: Mr. Putnam stated existing hook switches would be replaced by gang switches. This would allow operation without the use of a bucket truck. By using "gang switches," it would allow for the ability to ad remote controlled operational equipment and faster power restoration.
- Capital Improvement Projects: Overhead Feeder Rebuilds – wood to concrete: Mr. Putnam stated this project would take place in three phases; 10<sup>th</sup> Avenue South, Roscoe Boulevard North Phase 2 and Roscoe Boulevard North Phase 3. This project would take approximately 10-12 months to complete. The goal of the project is to replace wood poles with concrete poles. Design and construction are scheduled for FY2019.

- Mr. Putnam stated Beaches Energy Services (BES) has also started using fiberglass extensions to reduce line to ground faults by increasing the separation between line and pole and therefore increasing reliability for the customers by 60%.
- Overhead to Underground Conversion Project: Mr. Putnam stated Bay Road and Rosewood Drive area would be converted to underground lines.
- Mr. Putnam reviewed the 2017 Calendar Year Distribution Reliability Indices comparison chart showing the following:  
  
BES Average Minutes Out per Customer = 18.23 and BES Average Number of Times Out per Customer – 0.33 which are among the most reliable as compared to other municipal electric utilities.
- Electrical Engineer Project Supervisor, Mat Seeley stated BES would implement an Outage Management System. This system would allow BES to analyze outages more efficiently and provide BES customers with more detailed information regarding an outage.

#### **Police vehicles and cameras**

Police Chief, Pat Dooley stated because of the large amount of equipment the officer's carry and use, the Police Department plans on acquiring more SUVs instead of cars for police vehicles. Chief Dooley also stated within a year, Ford and Chevrolet would discontinue manufacturing police cars and would only be manufacturing police SUVs. He also stated that we must order next year's cars in this budget year, or else they may not arrive for over a year. This is due to scheduling issues with Ford.

Chief Dooley stated the new camera system in the Downtown area is fully operational and has been since July 3, 2018.

#### **Beaches Energy Services Utility Billing**

Customer Service Supervisor, Debbie Dineen reviewed BES Customer Service statistics as well as explaining the functions of the new call center.

#### **Automated Meter Reading update**

Business Relations and Conservation Coordinator, Rik Amato explained the new Automated Meter Interface (AMI) system. Mr. Amato stated the new meters are fully automated and send the readings to BES every hour. Mr. Amato stated alarms can be set by the AMI system and will alert BES if a customer has a high reading or a potential problem.

#### **Public Works**

Director of Public Works, David Millinor presented an overview of the following projects:

- Relining gravity sewer mains
- Water/Sewer main replacements
- Wells 11 & 16
- South water tower
- Air piping replacement at Wastewater Treatment Plant
- Replace digester stairs at Wastewater Treatment Plant

- FDOT drainage system improvements project

**Huguenot Tennis Center**

Facility Manager of Huguenot Tennis Center, Brecht Catalan stated the tennis center services over 1,300 people a month. With the recent growth in participants, it is planned to convert the existing, under used basketball court into an eighth tennis court. The basketball court would be relocated to an area nearby.

**Golf Course**

Golf Course Superintendent, Trevor Hughes, and Golf Professional, Sandy Suckling presented an overview of the recent upgrades at the golf course:

- New USGA greens
- Acid injection system
- New PH monitoring system
- Up to 28 hitting areas on the driving range

Mr. Hughes stated the goal for the opening day remains September 1, 2018. Mr. Suckling stated a pairing party and a demo day would be scheduled as part of the grand opening.

The Budget Tour ended at approximately 4:40 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

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William C. Latham, Mayor

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Date:

**City of Jacksonville Beach  
Minutes of City Council  
FY2019 - Budget Workshop  
Monday, August 6, 2018**

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The Budget Workshop convened at 4:00 P.M.

City Council Members in attendance:

Mayor Charlie Latham

Lee Buck  
Christine Hoffman  
Bruce Thomason

Phil Vogelsang  
Jeanell Wilson  
Keith Doherty (*late*)

Also present were George Forbes and Karen Nelson with the City Manager's Office, Chief Financial Officer Michael Nadeau, Budget Officer Ashlie Gossett, Property and Procurement Officer Luis Flores, City Clerk Laurie Scott, Human Resources Director Ann Meuse and Planning and Development Director Bill Mann.

Everyone present had a copy of the Proposed Budget and Business Plan for FY2018/2019.

**City Manager**

George Forbes of the City Manager's Office reviewed the Proposed Budget and Business Plan stating the City is in excellent financial condition.

**Executive & Legislative Department**

Mr. Forbes reviewed the priorities, goals and performance measures for the City Manager's Office.

Mr. Forbes suggested adding a possible new position in the future for a Communication Specialist to assist with the City's social media presence.

**City Clerk's Office**

City Clerk, Laurie Scott stated the goals for the City Clerk's office is to continue to work with the Granicus software program which would allow the City Clerk's Office to better link meeting agendas, minutes and live streaming videos together in one location, on the City's Website.

Ms. Scott stated the department staff would continue to train in customer service. Ms. Scott also stated old Local Business Tax Receipts had been updated in the system.

**Executive & Legislative (cont'd.)**

Mr. Forbes reviewed the funding sources and funding uses by division. Mr. Forbes explained the slight budget increases are primarily for payroll-related costs. He also stated that the City Attorney division budget increased because the hourly rate for legal services changed from \$175 to \$200...

Mr. Forbes addressed funding uses, and Non-Departmental funding uses. Mr. Forbes also reviewed the Capital outlays and transfers from the General Fund to the General Capital Projects fund. Mr. Forbes

stated the Capital Projects Funds include ½ Cent Sales Surtax (also known as the Better Jacksonville Beach Fund). Mr. Forbes explained the General Capital Projects including the replacement of rusted fuel tanks and upgrades to IT hardware and software.

Mr. Forbes reviewed the Financial Summaries and the Budget Issues for FY2019.

### **Human Resources**

Mr. Forbes reviewed the Human Resources Department Organization, Objectives, and Goals.

Human Resources Director, Ann Meuse summarized the following goals for FY2019:

- Secure quality insurance coverage for property, liability and employee benefits
- Perform a wage and compensation study for City positions
- Negotiate a three-year collective bargaining agreement with the LIUNA (general employees) labor union and the IAFF (Fire) labor union.
- Implement a new time, attendance and payroll system
- Recruitment for City Manager and Police Chief

Mr. Forbes reviewed the Performance Measures, Funding Sources and Financial Summary for Personnel Services, Insurance/Risk Management, Workers' Compensation, Health Insurance Benefits, and Pension Plans.

### **Planning & Development Department**

Mr. Forbes presented the Planning & Development Department, which consists of three divisions: Planning & Development, Building Inspection, and Code Enforcement. This department also provides administrative support to the Community Redevelopment Agency for the Downtown and South Beach Redevelopment Districts, and works with the appointed Planning Commission and Board of Adjustment.

Mr. Forbes reviewed the financial summary, accomplishments, and goals of all divisions.

Director of Planning & Development, Bill Mann explained a staff change within the department. He stated the Part-Time Permit Specialist was made into a Full-Time position. Mr. Mann stated the current staffing change is not a budget increase. Mr. Forbes stated if the City of Jacksonville Beach's Fire Department is contracted out to the City of Jacksonville, the Fire Marshall position would remain in-house and fall under the Planning & Development Department. Mr. Forbes made note of the small increase of 0.7% in the Planning & Development Department budget.

Mr. Mann reviewed the department's goals for FY2019 including:

- Updating the land development code
- Encouraging development regarding the Downtown Action Plan goals and objectives
- Maintain the standard of distributing development plans to reviewing departments within two working days of receipt
- Continue to provide support to the Community Redevelopment Agency

Mr. Forbes and Mr. Mann explained the possibility of creating an ordinance that would require a vacation rental to be registered with the City.

Mr. Forbes reviewed the Building Inspection and Code Enforcement Division performance measures.

Mr. Forbes compared the permit fees and building inspection divisions' personnel and operating expenses. It was mentioned the City of Jacksonville Beach's permit fees are below market value. Mr. Mann stated a proposed fee schedule amendment to raise the fees would be created and presented to the Council at an upcoming meeting.

### **Community Redevelopment Agency**

Mr. Forbes discussed the Community Redevelopment Agency, as detailed in the report, which consists of two districts: Downtown and South Beach. The Agency receives administrative, engineering and project management support from the City's Planning and Development and Public Works department.

Mr. Forbes reviewed FY 2019 budget issues including:

- One of the largest public infrastructure improvement projects involving a near-total reconstruction of the City's water, sewer and stormwater system in the Downtown Community Redevelopment District (the total project is east of AIA, from Beach Blvd. to 16<sup>th</sup> Ave. S.)

Mr. Forbes reviewed the Financial Summaries as well as the recent program accomplishments and goals for the following:

- Downtown Community Policing Initiative (Downtown CAPE)
- South Beach Redevelopment District

### **Finance Department**

Mr. Forbes and Chief Financial Officer Michael Nadeau reviewed their departmental objectives, recent accomplishments, and goals for the upcoming 2019 budget for the Finance Department - which includes Accounting, Utility Billing, Information Systems, and Purchasing and Procurement.

Mr. Forbes stated there are not three additional positions in the Finance Department. During 2018, three storeroom personnel positions now report to the Property & Procurement Officer. Personnel costs remain in the Beaches Energy Services Department.

Mr. Forbes reviewed the funding sources and expenditures of the Finance Department. Mr. Nadeau reviewed the Objectives and the Goals for FY2019 for all the divisions of the Finance Department.

Mr. Forbes reviewed the recent accomplishment of the Finance Department including:

- Automated Metering Infrastructure (AMI)
- New E-Welcome letter to all new customers applying for utility service
- Upgraded free e-check program for utility customers

Mr. Nadeau reviewed the details of the City's Geographic Information Systems (GIS) and the process of the second stage of the project.

Mr. Forbes reviewed the recent accomplishments for the Property Management Division including:

Minutes of FY2019 Budget Workshop  
Monday, August 6, 2018

- Upgraded emergency generator capacity for City Hall and the Police Department
- Assisted leadership with the Enterprise Resource Planning project
- Conducted scrap wire and surplus item sale
- Executed leases at the industrial park
- Recovered unleaded gasoline and diesel fuel overpayments
- Repairs from hurricane damages

Property Management goals and performance measures for FY2019 were reviewed by Mr. Forbes.

The workshop adjourned at 5:38 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

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William C. Latham, Mayor

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Date

**Minutes of Regular City Council Meeting  
held Monday, August 6, 2018, at 7:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida**



**OPENING CEREMONIES**

The invocation was given by Council Member Wilson, followed by the salute to the flag.

**CALL TO ORDER**

Mayor Latham called the meeting to order at 7:00 P.M.

**ROLL CALL**

Mayor: William C. Latham

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

Also present was Interim City Manager Karen Nelson.

**APPROVAL OF MINUTES**

It was moved by Ms. Wilson, seconded by Ms. Hoffman, and passed unanimously, to approve the following minutes:

- Council Briefing held July 16, 2018
- Regular City Council Meeting held July 16, 2018

**ANNOUNCEMENTS**

Tyler Burk, Fletcher Middle School student, took the floor to address the City Council. He stated he is attending this meeting to earn his Boy Scout Communications Badge.

**COURTESY OF THE FLOOR TO VISITORS**

Meghan Orman, 1118 4<sup>th</sup> Avenue North, Jacksonville Beach, spoke about getting active in the local government and expressed her appreciation for the work it takes to make this City a wonderful place to live. Ms. Orman stated she is a bee keeper and announced there will be a Honey Bee Festival at the Jacksonville Fairgrounds on August 18<sup>th</sup>, 2018, and a Bees and Brews event on August 21<sup>st</sup>, 2018, at the Atlantic Beach Brewing Company.

Ken Marsh, 2027 Gail Avenue, Jacksonville Beach, spoke about his email sent to the City Council members about the 2007 Vision Plan, RINOs – restaurants in name only, and spoke about the downtown area and the ongoing problems. He stated he is interested in the upcoming workshop and planned to address the issues.

**MAYOR AND CITY COUNCIL**

**CITY CLERK**

**CITY MANAGER**

**(a) Item #18-139 – Approve a Draw From the Law Enforcement Trust Fund for the Following:**

1. Equipment and Related Expenses for Ongoing Crime Prevention and Community Relations Programs; and
2. Continue Funding the Part-time Police Volunteer Coordinator for the Citizen Police Academy Alumni Association and Citizens On Patrol.

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve a Draw of \$37,360 from the Law Enforcement Trust Fund to expend as described in a July 25, 2018 memorandum from the Police Chief entitled, “Draw from Law Enforcement Trust Fund for Crime Prevention Programs and Continued Funding for Part-Time Police Volunteer Coordinator.”

**Discussion:** Ms. Nelson explained these funds are awarded for participation in federal criminal investigations and are spent for law enforcement purposes only. As detailed in the memorandum, these funds are for various community programs sponsored by our Police Department.

Ms. Hoffman announced the National Night Out event is scheduled for tomorrow, August 7<sup>th</sup>, 2018, from 5 PM - 7 PM in Latham Plaza, which is one of the community programs sponsored by our Police Department.

Mr. Vogelsang spoke about the Citizens Police Academy and encouraged participation in this program.

Mr. Buck stated that Jacksonville Beach was the first in this area to start the Citizens Police Academy.

**Roll Call Vote:** Ayes – Buck, Doherty, Hoffman, Thomason, Vogelsang, Wilson, and Mayor Latham.  
The motion passed unanimously.

**(b) Item #18-140 – Approve a Draw from the Federal Equitable Sharing Fund for Police Officer Overtime Expenses for Crime Prevention and Community Relations Programs**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve a draw of \$19,200 from the Federal Equitable Sharing Fund to expend as described in a July 26, 2018, memorandum from Police Chief Patrick K. Dooley entitled “Draw from Federal Equitable Sharing Fund for the Police Officer Overtime for Crime Prevention and Community Relations Programs.

**Discussion:** Ms. Nelson explained these funds are awarded for participation in federal criminal drug investigations and are spent for law enforcement purposes only. Ms. Nelson reported that these funds would be used for Police Officer overtime for various community programs sponsored by our Police Department.

**Roll call vote:** Ayes – Doherty, Hoffman, Thomason, Vogelsang, Wilson, Buck,  
and Mayor Latham.

The motion passed unanimously.

**(c) Item #18-141 – Award Bid No. 1718-22 for Tree Trimming and Vegetation Management**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Bid No. 1718-22 for Tree Trimming and Vegetation Management to Core Services, LLC.

**Discussion:** Ms. Nelson advised this is for tree trimming and removal along the Beaches Energy Services (BES) overhead and underground lines, utility easements, and rights of way. It requires trained, qualified and experienced crews with the necessary equipment. Ms. Nelson stated one of the bidders was disqualified because they could not commit to post-storm assignments.

**Roll call vote:** Ayes – Hoffman, Thomason, Vogelsang, Wilson, Buck, Doherty,  
and Mayor Latham.

The motion passed unanimously.

**(d) Item #18-142 – Award RFP No. 04-1718 to TC Delivers for Mail Pick-Up and Insert Services**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award RFP No. 04-1718 to TC Delivers for mail pick up and insert services as described in the memo from Michael Nadeau, Chief Financial Officer, dated July 13, 2018, and to authorize the City Manager at their discretion to approve a one (1) year extension.

**Discussion:** Ms. Nelson explained one year ago the mail processing was contracted out and has proven to be cost-effective, saving the City \$30,000 in just postage this past year. Also, this has eliminated the capital and equipment maintenance costs.

**Roll call vote:** Ayes – Thomason, Vogelsang, Wilson, Buck, Doherty, Hoffman,  
and Mayor Latham.

The motion passed unanimously.

**(e) Item #18-143 – Award Bid No. 1718-09, “Road Striping Services: Thermoplastic and Painted Pavement Markings” to Lynne Services, Inc., for a Period of Three (3) Years, Renewable up to Three (3) Additional Years for a Total Contract Length Not to Exceed Six (6) Years.**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Bid No. 1718-09, “Road Striping Services: Thermoplastic and Painted Pavement Markings” to Lynne Services, Inc., as explained in the memorandum from the Public Works Director dated July 30, 2018.

**Discussion:** Ms. Nelson stated these services are for the city’s roadways, parking lots, and after asphalt resurfacing. This will establish a three (3) year contract for these services as needed. Ms. Nelson noted \$16,000 was spent in 2017 for these services.

Mr. Thomason inquired about there only being one response for this bid. Dave Millinor, Public Works Director, responded that it is unusual to get one response out of sixteen (16) letters sent. Due to all the hurricane-related work that resulted in the previous two years, he stated it is hard to find available contractors for a small scale contract. Mr. Millinor stated \$25,000 has been budgeted this year.

**Roll call vote:** Ayes – Vogelsang, Wilson, Buck, Doherty, Hoffman, Thomason, and Mayor Latham.  
The motion passed unanimously.

**(f) Item #18-144 – Approve the Completed Emergency Work for the Repair of the Damaged Sanitary Sewer Main Located on 5<sup>th</sup> Street S., South of 1<sup>st</sup> Avenue S.**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the emergency repair of the collapsed sanitary sewer main located on 5<sup>th</sup> Street South, South of 1<sup>st</sup> Avenue South, as explained in the memorandum from the Public Works Director dated July 26, 2018.

**Discussion:** Ms. Nelson stated this was an emergency repair of the sewer main authorized by the City Manager and brought to the City Council at a briefing this past June. Ms. Nelson reviewed the slide with the project details, including a photo of this area behind the Publix store.

**Roll call vote:** Ayes – Wilson, Buck, Doherty, Hoffman, Thomason, Vogelsang, and Mayor Latham.  
The motion passed unanimously.

**RESOLUTIONS:**

**(a) Item #18-146 RESOLUTION NO. 2014-2018**

Mayor Latham requested that the City Clerk read Resolution No. 2014-2018 by title only, whereupon Ms. Scott read the following:

**“A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NON-UNION) POSITIONS, EFFECTIVE AUGUST 1, 2018. [Adjusts pay grades for Police Commanders and Fire Captains].“**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution No. 2014-2018, amending the Position Classification and Pay Plan for Non-union Employees to establish a new pay grade for Police Commanders and Fire Captain/Shift Commander and Fire Captain/Fire Marshal.

**Summary:** As detailed in the agenda memo, Ms. Nelson explained this will provide a 4% increase for the Police Commanders and the Fire Captains/Fire Marshal and would align with our internal pay grade and the area market.

**Roll call vote:** Ayes – Buck, Doherty, Hoffman, Thomason, Vogelsang, Wilson, and Mayor Latham.  
The motion passed unanimously.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 7:27 P.M.

Submitted by: Laurie Scott  
City Clerk

Approval:

William C. Latham, MAYOR

Date: \_\_\_\_\_

LS/njp

**City of Jacksonville Beach  
Minutes of City Council  
FY 2018 - Budget Workshop  
Tuesday, August 7, 2018 – 5:00 P.M.**

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Mayor Latham called the Budget Workshop to order at 5:00 P.M.

City Council Members in attendance:

Mayor Charlie Latham

Christine Hoffman

Bruce Thomason (*absent*)

Phil Vogelsang

Jeanell Wilson

Keith Doherty

Lee Buck

Staff in attendance:

Interim City Manager Karen Nelson, Budget Officer Ashlie Gossett, Finance Officer Michael Nadeau, Fire Chief David Whitmill and Police Chief Pat Dooley.

**Fire Department**

Interim City Manager Karen Nelson provided an overview of the Proposed Budget and Business Plan for the Fire Department. The Fire Department is staffed and equipped to respond to one single serious fire or three simultaneous emergency calls. We have automatic mutual aid agreements with City of Jacksonville and St. Johns County.

Chief Whitmill summarized the department's accomplishments. He stated there were no fire deaths in the past year. He also stated that the department's response time is an average of four minutes. The Chief also stated that all structure fires responded to were confined to the area involved. He reported that 801 fire safety surveys were completed in the past year, and 328 high hazard [restaurants, churches, schools] inspections were completed. The Chief explained 729 pre-plans were updated. 126 new smoke detectors were installed in homes, and 517 new batteries were installed in smoke detectors. Chief Whitmill stated over 8,072 hours of in-house training was completed. The Fire Department installed and/or educated 237 families on the proper installation of child safety seats. The department also conducted city-wide training and exercises in hurricane preparedness.

Chief Whitmill summarized the Fire Department's FY2018/2019 goals to be zero fire-related deaths, containing 90% of fires to the area in which they started and to continue the 100% customer services results of excellent or good service.

Chief Whitmill discussed the department's performance measures highlighting that the average response time is under four minutes for 70% of the time and under six minutes 90% of the time. Chief Whitmill also added that 69% of the department's calls are medical related, 29% of the calls are regarding hazardous conditions, and 2% are structural fire related.

Ms. Nelson stated the Fire budget had increased 6.2% from last year due to IAFF union contract changes as well as pension and health insurance increases. The increase in Capital Outlay is due to

\$39,500 to replace one of the Zoll Cardiac Monitors and \$36,264 for replacement of the SCBA (Self Contained Breathing Apparatus) compressor and fill station.

Ms. Nelson stated a purchase order had been issued for replacement of the current SQ-13 Freightliner Pumper. Approximately \$375,000 is included in the current FY2018 budget.

Ms. Nelson stated the Fire Department takes a pro-active approach for Emergency Preparedness and updates the Municipal Comprehensive Emergency Management Plan (MCEMP) annually.

### Police Department

Ms. Nelson provided an overview of the staffing for the Police Department. The staffing level remains at 102, which includes 67 sworn officers.

Ms. Nelson provided an overview of the Proposed Budget and Business Plan for the Police Department.

Police Chief, Pat Dooley reviewed the function and structure of the department as well as the factors that influence the crime rate such as social economics, the courts, state attorney and the jail system. Chief Dooley stated the Police Department partners with many other agencies to reduce crime. Chief Dooley stated the department had many innovative programs such as Downtown CAPE, South Pablo Beach CAPE, Community Response Team (CRT) and specialized DUI and traffic enforcement.

Chief Dooley summarized the different Police Divisions and their costs (Ancillary Services Section, Communication Section, Records Section, Property/Evidence Section, Accreditation Unit, Animal Control, Paid Parking/Security Unit and the Volunteer Programs).

Chief Dooley highlighted the following area:

- The Patrol Division received 56,813 calls for service. There were 82,466 officer responses to those calls for service. [more than one officer could be dispatched to the call]
- The Traffic Unit received a new Smart Trailer that will enhance the monitoring of traffic speed and the ability to display safety messages to drivers.
- One of the two K-9 units would be replaced due to one of the units retiring.
- 23 years of accreditation by the National Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)

Chief Dooley stated the Downtown CAPE Officers are working as (and with) Code Enforcement to assist with ensuring compliance to all the City's codes. The Downtown CAPE has initiated a Responsible Vendor program to assist with additional training for local businesses owners.

Chief Dooley discussed the average response time to emergency calls is 2.40 minutes and 5.01 minutes for non-emergency calls. He stated there had been a decrease in violent crimes overall by 3% from 2013 to 2017. Chief Dooley stated 141 intoxicated drivers were removed from the roadways in the past year.

Ms. Nelson reviewed the Financial Summary and stated the increase to Personal Services are primarily due to the union contracts pay schedule increase of 4% on October 1, 2018, in addition to annual merit increases.

Ms. Nelson reviewed the Special Revenue Funds and explained grant expenditures are budgeted when the grant award is received and approved by Council.

Chief Dooley explained Chevrolet has stopped making Police cars. Ford would stop making Police cars after September 2018. Chief Dooley stated if the department waited to until October 1 to issue a purchase order, only SUV's could be purchased and would cost more.

Chief Dooley stated he would issue the purchase order for five police cars for this year and for next budget year to assure delivery of the vehicles near the beginning of next year. The same purchasing scheduled would be used for the additional vehicle scheduled for purchase for the Downtown CAPE Program.

Chief Dooley stated the CRA had been notified the vehicle would be purchased before the end of the fiscal year.

Mayor Latham expressed appreciation for the work the Police Department does.

The workshop adjourned at 5:57 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

\_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Date:

**Minutes of Public Workshop  
held Wednesday, August 8, 2018, at 6:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida**



### **OPENING CEREMONIES**

The invocation was given by Council Member Wilson, followed by the salute to the flag.

### **CALL TO ORDER**

Mayor Latham called the meeting to order at 6:00 P.M.

### **ROLL CALL**

Mayor: William C. Latham

Council Members: Lee Buck Keith Doherty Christine Hoffman  
Bruce Thomason (*absent*) Jeanell Wilson Phil Vogelsang

Also present was Interim City Manager Karen Nelson, Police Chief Pat Dooley, and City Attorney Susan Erdelyi.

### **Purpose of Workshop**

The purpose of the workshop was to discuss a potential modification to the City of Jacksonville Beach's alcohol ordinance.

### **City Mayor**

Mayor Latham outlined the schedule for the workshop as follows:

- Chief Dooley would present a timeline of facts regarding the incident that took place on July 26, 2018. [on file]
- Review the actions the City of Jacksonville Beach took from 2008 through the present to make the Downtown area as safe as possible.
- A video would be presented by Chief Dooley showing the crowd activity in the Downtown area at bar closing time. [on file]
- Discussion regarding several possible modifications to the current alcohol ordinance such as:
  - Require bars and restaurants to close at midnight
  - Require restaurants to close at midnight
  - Require restaurants in the Central Business District to close at midnight
  - Hold all restaurants and bars that serve alcohol accountable for disturbances that start in their businesses
- 30 minutes for the public comment period with the following guidelines:
  - The council would hear five people opposed and five people in favor of modifying the current ordinance
  - Each speaker would be given three minutes to speak
  - Each speaker must be a resident or restaurant/bar owner in Jacksonville Beach
  - Written comments would be accepted if not selected for the public comment period [nine handouts with comments were turned into the City Clerk]

Mayor Latham stated during tonight's workshop, if it is agreed to modify the existing alcohol ordinance, at least two public hearings would be held to change the ordinance. At that time, the public would have the opportunity to speak and voice their opinions regarding the proposed changes.

### **Police Chief Pat Dooley**

Chief Dooley reviewed a summary of facts regarding the incident on June 26, 2018 [on file]. He made a note of the time of the incident which occurred shortly after 2:00 A.M., bar closing time.

Chief Dooley reviewed a chronological summary of the rebuilding of the Downtown CAPE area by the Police Department and the City [on file].

Mayor Latham inquired about the number of officers currently assigned to the Downtown CAPE area. Chief Dooley responded that when the program began, there were two CAPE officers, now there are eleven with five detectives who augment the number of officers downtown, by returning to uniform and working the months from March through September. Mayor Latham commented that since 2012 – when the currently seated four Council Members started, there were four officers downtown, the number has increased to eleven in five and a half years.

The video was shown and narrated by Chief Dooley. [on file]

### **COURTESY OF THE FLOOR TO VISITORS**

- Evan Rida, 723 6<sup>th</sup> Avenue South spoke in opposition to closing the restaurants at midnight
- Attorney Steve Diebenow, Representing the owner of Mellow Mushroom, 1018 3<sup>rd</sup> Street North spoke in opposition to closing the restaurants at midnight
- Marsida Robinson, Owner of Locals Doc – Jax Bch Event Hall, 222 1<sup>st</sup> Street North spoke in opposition to closing restaurants at midnight
- Ken Marsh, 2027 Gail Avenue spoke in support of closing restaurants at midnight
- Manjola Rajta, 731 6<sup>th</sup> Avenue South, spoke in opposition of closing restaurant at midnight
- Jim Overby, 21 Burling Way, spoke in favor of closing restaurants at midnight
- Fernando Meza, 607 7<sup>th</sup> Avenue South, spoke in support of changes being made.

### **City Mayor and Council discussion**

Mayor Latham stated the situation in the Downtown area has become a public safety concern. Mayor Latham stated any changes to an ordinance could be modified at a later date if needed, but a change needs to be made now due to the public safety issues.

Mayor Latham reviewed the list of alcohol beverage licenses in Jacksonville Beach [on file]. He reviewed the times in which restaurants and bars close and how many close at 2:00 A.M. (according to the business's websites). Mayor Latham stated the problem isn't coming from the Quota License holders; the problem is coming from 4-COP SRX license holders converting restaurants into bars and discontinuing food sales.

Mayor Latham stated it is a moral obligation of elected officials to provide the safest environment for the citizens. Mayor Latham stated that, in his opinion, the way to help make the Downtown CAPE area a safe place would be to require the 4-COP SRX license holders located inside the

Central Business District (CBD) to close at midnight, seven days a week.

A discussion ensued between the Council Members and Chief Dooley.

Ms. Wilson asked questions about local and state enforcement and the City's legal options regarding changing an ordinance affecting only a certain area.

City Attorney, Susan Erdelyi stated that, if the City has the right evidence showing a significant public safety issue in a certain area, then an ordinance change affecting only a specific area should be allowed.

Chief Dooley stated that the idea behind having staggered closing times is that the people leaving the restaurants at midnight would then leave the area due to the already existing lines at the bars.

Mr. Buck asked how many people are in the downtown area during the weekend. Chief Dooley stated there could be up to 3,000 people a night at times. Mr. Buck stated the CBD is not a family-friendly environment.

Ms. Hoffman stated she is wary of creating legislation for something that may need to be better enforced. Ms. Hoffman asked if it would be possible to include requiring additional training and security for businesses applying for extended hours permits. Chief Dooley and Ms. Erdelyi stated it might be possible.

Ms. Hoffman stated Restaurants in Name Only (RINO's) might not be the only source of the problem in the Downtown area. Ms. Hoffman suggested using the Community Redevelopment Agency (CRA) to assist in attracting different types of businesses to take over the four large currently available spaces for rent or sale.

Mr. Vogelsang suggested having a roundtable discussion with all the businesses in the CBD to discuss additional options further before making a final decision on closing the restaurants early. If it is passed to require SRX license holders to close their establishments at midnight, Mr. Vogelsang suggested trying to offer incentives to help assure the restaurants continue to succeed.

Mr. Vogelsang stated that, due to the structure of the City's Downtown area, it has become hard for restaurants to create a profitable environment, like surrounding cities, without staying open and serving alcohol until 2:00 A.M. Mr. Vogelsang agreed with Ms. Hoffman stating it would be beneficial for the City to attract community-friendly restaurants for the four current locations for sale and lease.

Mayor Latham stated that he believes if restaurants close at midnight, the long lines at the bars will discourage people and they would leave the area instead of waiting in the long lines at the bars.

Mayor Latham stated that he received many calls from residents regarding this issue. 100% of the calls he received supported the idea of changing the alcohol ordinance. Mayor Latham stated that, when additional police officers are in the Downtown area at night because of the unsafe environment, those officers are being pulled away from keeping the local neighborhoods and families' homes safe.

Mayor Latham read a list of businesses located in Jacksonville Beach with 4-COP SRX licenses that advertise (on their website) closing times before midnight. After reading the list, Mayor Latham stated that those restaurants are successful, thriving restaurants. And there is no reason the other restaurants couldn't be successful and thriving as well.

Mr. Doherty stated that, in the interest of partiality, he would recuse himself from commenting publicly and voting on this issue. Mr. Doherty stated if anyone from the public wanted his opinion, he would be available.

Mayor Latham brought forward through the City Attorney, Police Chief, and Interim City Manager, a proposed modification to the current alcohol ordinance to include closing restaurants in the CBD with 4-COP SRX licenses at midnight. There were no objections from Council.

The workshop adjourned at 5:55 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approval:

\_\_\_\_\_  
William C. Latham, MAYOR

Date: \_\_\_\_\_

City of  
Jacksonville Beach  
City Hall  
11 North Third Street  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6268  
www.jacksonvillebeach.org

**MEMORANDUM**

**DATE:** August 7, 2018  
**TO:** The Honorable Mayor and Members of the City Council  
**FROM:** Karen Nelson, Deputy City Manager  
**SUBJECT:** Resolution No. 2016-2018  
Ty Edwards - Lifetime Achievement Award

**ACTION REQUESTED**

Adopt Resolution No. 2016-2018 awarding Ty Edwards, Public Works Director, the Jacksonville Beach Lifetime Achievement Award.

**BACKGROUND**

Ty Edwards is retiring on August 31, 2018. Mr. Edwards has served as Public Works Director since August 19, 1996. To recognize his esteemed service, the City Council, by Resolution, is awarding a Lifetime Achievement Award.

A Lifetime Achievement Award is one of the highest honors the City can bestow upon an official. It recognizes a lifetime of achievement and exemplary service to the City.

The attached Resolution highlights some of Mr. Edwards' most memorable contributions over his 22 years as Public Works Director.

**RECOMMENDATION**

Adopt Resolution 2016-2018 awarding Ty Edwards the Jacksonville Beach Lifetime Achievement Award.



Introduced by: \_\_\_\_\_

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2016-2018**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA,  
AWARDING WILLIAM (TY) EDWARDS A LIFETIME ACHIEVEMENT  
AWARD FOR HIS EXEMPLARY SERVICE TO THE CITY.**

**WHEREAS**, Ty Edwards was the Public Works Director of Jacksonville Beach from August 19, 1990 to August 31, 2018; and

**WHEREAS**, Ty Edwards provided over 22 years of service as Public Works Director and is the longest serving Public Works Director in the history of Jacksonville Beach; and

**WHEREAS**, Ty Edwards was a key leader in rebuilding the Public Works infrastructure in Jacksonville Beach, with a strong emphasis on employee accountability, and meeting federal and state permit requirements for water, sewer, and stormwater services; and

**WHEREAS**, Ty Edwards was an outstanding mentor to Public Works employees, developing individual supervisors and division chiefs to take action to solve problems, and developed a “we make it so” culture in Public Works; and

**WHEREAS**, Ty Edwards was instrumental in accomplishing the following and dramatically improving the quality of life for Jacksonville Beach residents and visitors:

- His leadership improved the delivery of all public works services that includes the delivery of water to drink, the disposal and re-use of wastewater, maintaining roadways and sidewalks, effective collection and treatment of stormwater runoff and the timely removal and disposal of garbage and recyclables
- Through his leadership, downtown development plans were changed to align Latham Plaza with City Hall
- Worked with the Redevelopment Agency to successfully complete redevelopment projects
- Developed the idea of aligning Penman Road across Beach Boulevard and assisted in convincing JTA to spend approximately 3 million dollars on the project
- Constructed a new 21 million dollar waste treatment plant at no cost to the ratepayers

- Constructed numerous water, sewer, and stormwater projects that greatly improved the infrastructure of our City
- Led the City through numerous tropical storms and hurricanes, keeping the water and sewer system on, thereby improving the environment for citizens that did not evacuate, and greatly improving the conditions for the Beaches Baptist Hospital
- Built or rebuilt virtually all City facilities and infrastructure as follows:
  - Reconstructed South Beach Parkway from Beach Boulevard to the St. Johns County line at no cost to the City
  - Assisted with contracts with the Department of Transportation for over 20 million dollars to reconstruct and improve drainage north of Beach Boulevard
  - Ensured utilities were upgraded before street improvement projects were completed to eliminate having to rebuild the street later, and thereby, saving our taxpayers dollars
  - Developed a manhole maintenance program using SpectraShield to prevent hydrogen sulfide deterioration
  - Instituted a water valve replacement program to ensure the reliability of our water system
  - Completed a school sidewalk safety program that greatly increased the safety of our school children
  - Developed a grant program for businesses that required a larger grease trap to protect our environment and assist businesses
  - Instituted a grant program for residential property owners with septic tanks to assist them in connecting to the City sewer system and aggressively moved to eliminate septic tanks whenever possible to protect our waterways
  - Constructed stormwater improvements throughout the City to protect properties
  - Instituted a milling and repaving program to better maintain our street system.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA THAT:** The City Council of the City of Jacksonville Beach congratulates Public Works Director William (Ty) Edwards for his service and awards him a distinguished Lifetime Achievement Award from the City of Jacksonville Beach.

**AUTHENTICATED** this 20<sup>th</sup> Day of August, 2018.

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William C. Latham, MAYOR

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Laurie Scott, CITY CLERK

# *Lifetime Achievement Award*

## *William (Ty) Edwards*

*Whereas*, Ty Edwards was the Public Works Director of Jacksonville Beach from August 19, 1990 to August 31, 2018; and

*Whereas*, Ty Edwards provided over 22 years of service as Public Works Director and is the longest serving Public Works Director in the history of Jacksonville Beach; and

*Whereas*, Ty Edwards was a key leader in rebuilding the Public Works infrastructure in Jacksonville Beach, with a strong emphasis on employee accountability, and meeting federal and state permit requirements for water, sewer, and stormwater services; and

*Whereas*, Ty Edwards was an outstanding mentor to Public Works employees, developing individual supervisors and division chiefs to take action to solve problems, and developed a “we make it so” culture in Public Works; and

*Whereas*, Ty Edwards was instrumental in accomplishing the following and dramatically improving the quality of life for Jacksonville Beach residents and visitors:

- His leadership improved the delivery of all public works services that includes the delivery of water to drink, the disposal and re-use of wastewater, maintaining roadways and sidewalks, effective collection and treatment of stormwater runoff and the timely removal and disposal of garbage and recyclables
- Through his leadership, downtown development plans were changed to align Latham Plaza with City Hall
- Worked with the Redevelopment Agency to successfully complete redevelopment projects
- Developed the idea of aligning Penman Road across Beach Boulevard and assisted in convincing JTA to spend approximately 3 million dollars on the project
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  - Constructed stormwater improvements throughout the City to protect properties
  - Instituted a milling and repaving program to better maintain our street system

*Now, Therefore Be It Resolved* by the City Council of the City of Jacksonville Beach, Florida that: The City Council of the City of Jacksonville Beach congratulates Public Works Director William (Ty) Edwards for his service and awards him a distinguished Lifetime Achievement Award from the City of Jacksonville Beach.

AUTHENTICATED this 20th Day of August, 2018.

---

William C. Latham, MAYOR

**CITY OF JACKSONVILLE BEACH**

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](http://www.jacksonvillebeach.org)

**MEMORANDUM**

**TO:** Karen Nelson, Deputy City Manager  
**FROM:** Michael B. Nadeau, Chief Financial Officer  
**SUBJECT:** Monthly Financial Reports for July 2018  
**DATE:** August 7, 2018

**Action Requested**

Accept the monthly financial reports for the month of July 2018.

**Background**

The monthly financial reports for July 2018 are provided for your information and review. These reports can be found in the "Reports and Information" portion of this agenda. The monthly financial reports are also available on the City's website.

**Recommendation**

Accept the financial reports for the month of July 2018, as submitted by the Chief Financial Officer.



Beaches Energy  
Services

1460-A Shetter Ave

Jacksonville Beach

FL 32250

Phone: 904.247.6281

[www.beachesenergy.com](http://www.beachesenergy.com)

## MEMORANDUM

TO: Karen Nelson, Deputy City Manager  
FROM: Allen Putnam, Director of Beaches Energy Services  
SUBJECT: Bid No. 1718-23 – Fiber Installation Transmission Line 805  
DATE: August 9, 2018

### ACTION REQUESTED

Award Bid Number 1718-23 – Installation of fiber optic cable along the 805 Transmission line between Beaches Energy Services' Sampson and Ft. Diego substations.

### BACKGROUND

As part of Beaches Energy Services' Guana substation expansion, high-speed microprocessor protective relays were incorporated into the relaying design scheme for the transmission lines connecting to the Ft. Diego and Sampson substations.

The transmission protective relaying scheme will utilize a fiber optic medium which will allow for high-speed operations (or tripping) on both ends of the line should a fault occur. Except for the 18.2-mile Sampson to Ft. Diego line, all of Beaches Energy Services' transmission lines utilize a fiber optic medium for high-speed protection. Upon completion of this project, all of Beaches Energy Services' substations will have fiber optic communications between them.

For this reason, the Beaches Energy Services' Capital Improvement Plan for FY2017-2018 included the communications upgrade, which included both the purchase and installation of the fiber optic cable.

The purchase of the fiber optic cable was previously approved by City Council on January 23, 2018. This bid is for the installation of the cable.

**MEMORANDUM**

Bid No. 1718-23 – Fiber Installation Transmission Line 805

August 9, 2018

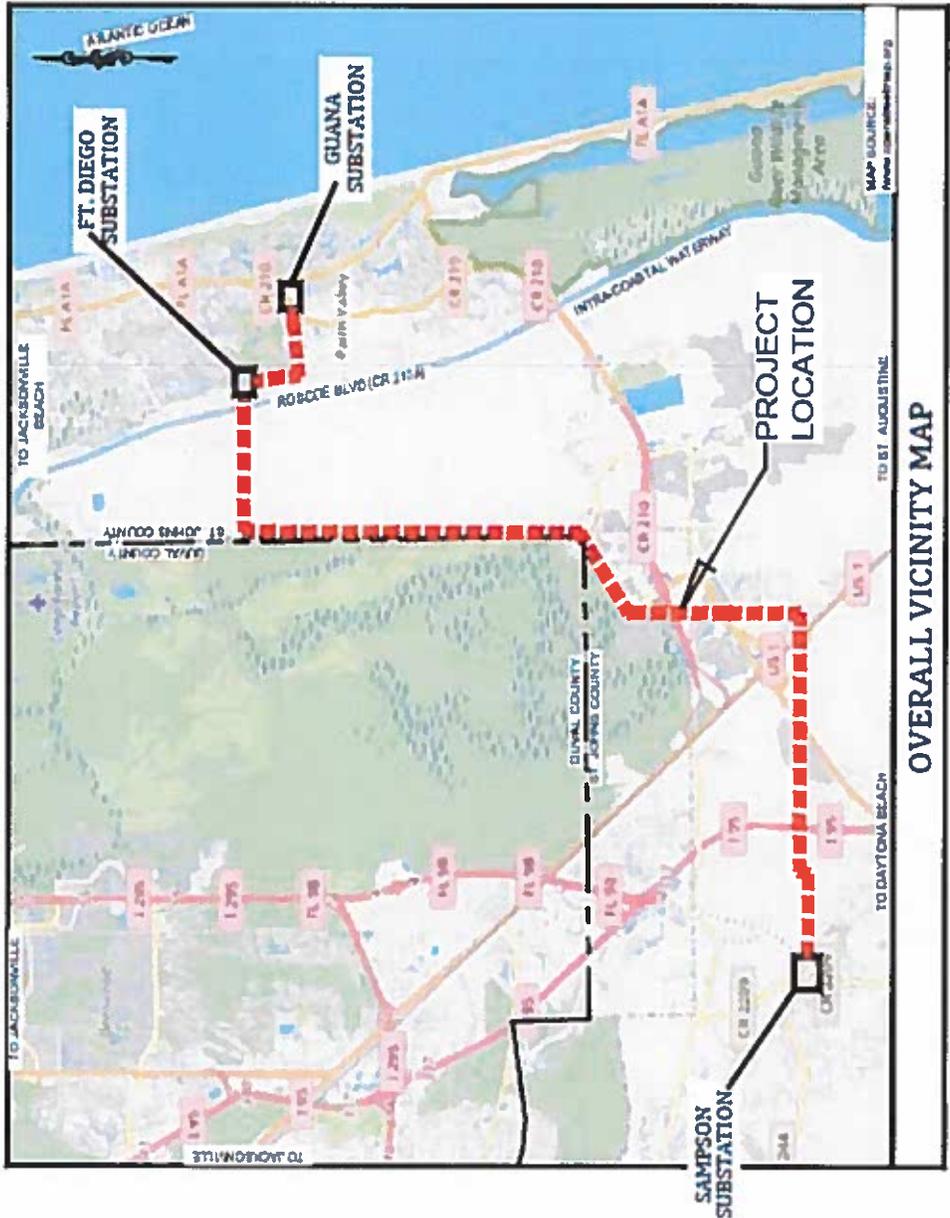
Page 2 of 2

In June 2018, we advertised the invitation to bid on the construction of an overhead fiber optic cable line to connect the Beaches Energy Services' Sampson Substation to the Ft. Diego Substation, including a new connection to the Guana Substation. The total distance is approximately 18.2 miles. The following four (4) bids were received:

| <b>Vendor</b>            | <b>Amount</b> |
|--------------------------|---------------|
| ElectriCom, LLC          | \$ 239,524    |
| C and C Power Line, Inc. | \$ 629,857    |
| Service Electric Company | \$ 723,700    |
| Sayers Construction, LLC | \$ 834,206    |
| White Electrical         | \$ 1,031,100  |

**RECOMMENDATION**

Award Bid 1718-23 – Installation of Fiber Optic Cable between Sampson and Ft. Diego substations to the lowest responsive bidder, ElectricCom, LLC.



Beaches Energy Services  
 Response Summary  
 Bid No. 1718-23 Fiber Addition to Line 805

Form

| Vendor              | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 12 | W-9 | Addendum<br>1 | Notes                                      |
|---------------------|---|---|---|---|---|---|---|---|---|----|-----|---------------|--|
| C&C Powerline       | x | x | x | x | x | x | x | x | x | x  | x   | x             |  |
| ElectriCom, LLC     | x | x | x | x | x | x | x | x | x | x  | x   | x             |  |
| Sayers Construction | x | x | x | x | x | x | x | x | x | x  | x   | x             | Insurance qualifications provided with bid |
| White Electrical    | x | x | x | x | x | x | a | x | x | x  | x   | x             |  |
| Service Electric    | x | x | x | x | x | x | x | x | x | x  | x   | x             |  |

Notes:

a - Did not submit FORM 7 Contractor Resume



City of  
Jacksonville Beach  
Property and  
Procurement Division  
1460A Shetter Avenue  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6229  
Email: purchasing@jaxbchfl.net  
www.jacksonvillebeach.org

*This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.*

**BID AWARD NOTICE**

Date: August 8, 2018  
From: Luis F. Flores, Property and Procurement Officer  
RE: **Bid No. 1718-23 Fiber Addition to Line 805**

Recommendation will be presented to the City Manager for:

Bid Number: 1718-23  
Title: Fiber Addition to Line 805

Following is the bid tabulation sheet:

| Vendor                   | Amount       |
|--------------------------|--------------|
| ElectriCom, LLC          | \$ 239,524   |
| C and C Power Line, Inc. | \$ 629,857   |
| SERVICE ELECTRIC Company | \$ 723,700   |
| Sayers Construction, LLC | \$ 834,206   |
| White Electrical         | \$ 1,031,100 |

Award to: **ElectriCom, LLC**

In accordance with the procedures set forth in Section XII K. of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Bid Award Notice from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250



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

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

**TO:** Karen Nelson  
Deputy City Manager

**FROM:** Jason Phitides  
Director of Parks and Recreation

**DATE:** August 15, 2018

**RE:** Golf Course Restaurant Lease

**ACTION REQUESTED:**

Approve a Commercial Lease Agreement with Tee to Green Partners dba The Sand Trap Tavern for the restaurant at the Jacksonville Beach Golf Club.

**BACKGROUND:**

The Golf Course has been closed for renovations over the past seven (7) months. Construction is on schedule to reopen the course either in September or October 2018. The restaurant in the clubhouse area has been closed during construction and does not have a current lessee.

The restaurant vacancy was advertised and we received seven (7) interested responses. Three (3) vendors submitted proposals to lease the restaurant (see attachment). Interested parties were evaluated based on industry experience, proposed marketing strategies, as well as menu items and menu pricing.

Tee to Green Partners was invited for an oral presentation to an evaluation committee consisting of the Deputy City Manager, Beaches Energy Services Director, Golf Professional, Golf Course Superintendent and Parks and Recreation Director. The partners have over fifty (50) years combined experience covering a wide variety of restaurant types. Their extensive experience, vision for this restaurant, along with strong core values of service quality, creative atmosphere and good product value, were convincing factors that favorably persuaded the committee.

In addition to innovative marketing strategies, they expect to develop the business by making customers "feel welcomed and comfortable in a clean, organized environment, where they would receive timely service to enjoy a good product at a fair price."



Key provisions of this lease are as follows:

- The initial lease is for a period of three (3) years, with two (2) options to renew for four (4) years each, upon approval of the City Manager. The total lease period is eleven (11) years.
- The initial lease rate will be \$2,500.00 per month based on \$16.19 per square foot for 1,853 square feet of club space. In addition, the Lessee will lease two golf carts for outdoor beverage sales. The carts will be leased for \$180.00 each, per month.
- In order to transition the business for set-up and cleaning etc., the Lessee will be afforded staggered lease payments over the initial nine (9) months. No rent will be charged for the first two (2) months as the restaurant would mostly be under construction. Rent for the third month will be \$1,000 and for months four through six will be \$1,500.00 per month. Rent for months seven through nine will increase by \$500.00 for a lease payment of \$2,000 per month. Thereafter the rent will be \$2,500.00 per month.
- The staggered start-up payments do not include the beverage carts, which will be in operation from the first day of the lease at \$360.00 per month.
- The Lessee may terminate the lease during the first twelve (12) months after providing sixty (60) days notice.
- The lease rate will increase by 4% each year. The Lessee is also responsible for ad valorem taxes.
- The City owns the appropriate license necessary for the Lessee to sell alcoholic beverages, according to the terms of this agreement, to restaurant patrons.
- The Lessee shall maintain liability insurance and co-insure the City of Jacksonville Beach.
- The City and Lessee agree to share equally the cost building renovations and equipment purchases. However, the City's participation shall be limited to a maximum matching contribution of \$25,000. A listing of anticipated renovations and equipment investment is attached.

**RECOMMENDATION:**

Authorize the Deputy City Manager and Mayor to execute a lease with Tee to Green Partners dba The Sand Trap Tavern, for the restaurant operation at the Jacksonville Beach Golf Course, as described in the memorandum from the Director of Parks and Recreation dated August 15<sup>th</sup> 2018.

**Golf Course Restaurant  
Planned Capital Improvements**

The following renovations and capital improvements are planned for the Golf Course restaurant facility:

1. Construct a half wall, five (5) feet high, approximately twenty (20) feet long, to separate the grill room from the bar area. The wall will include a countertop on the bar side and bench seating running the length of the wall on the grill room side.
2. Refinish the current bar top and front wall at the bar with reclaimed wood. Bar counter to include resin finish.
3. Construct shelving for liqueur storage on the bar wall.
4. Build a staging area to fit the current enclave area, to include three electric outlets and new lights.
5. Refinish grill room wall space with stone paneling.
6. Refinish interior patio walls with reclaimed wood.
7. Remove all bushes from the patio perimeter.
8. Invest in the following equipment and accessories:
  - a) Dishwasher
  - b) Ice Machine
  - c) Pizza Conveyor Oven
  - d) POS System
  - e) Beer Cooler and Sink
  - f) Keg Dispenser System
  - g) Bar Stools, booths, tables and chairs
  - h) TV sets and Stereo System

The CITY and TENANT agree to equivalent participation in the above described improvements. However, the CITY's participation shall be limited to a maximum matching contribution of \$25,000. The TENANT agrees to purchase the equipment and accessories listed above. After the first year, this equipment shall be incorporated in Attachment "C" and ownership will vest with the CITY.

## Golf Course Restaurant Lease

### Supplement Notes to Council Memorandum

- Restaurant space was advertised in Beaches Leader for 4 weeks.
- We received seven responses from interested parties:
  1. D&LP Subs
  2. Ed Malin – Angie's Subs
  3. Lea Bowman
  4. Melinda Cook
  5. Taco Lu
  6. Tee to Green Partners
  7. Tiki Trap
  
- All interested parties, except for Melinda Cook visited the sight at least twice.
  
- Three parties submitted proposals for further consideration:
  1. Tee to Green Partners
  2. Tiki Trap
  3. Melinda Cook
  
- Melinda Cook did not offer any variation to previous operation.
  
- Tiki Trap were seeking an initial lease of five years with four options of five years each, for a total lease of twenty-five years.
  
- Tiki Trap requested initial five year period to be rent free. Rent to begin in year six at \$2,500.
  
- Tiki Trap proposal included a Tenant investment of \$200,000 for property improvement.
  
- Tiki Trap were seeking an allowance from the City of \$45,000 to build a driving range bar area.
  
- Tiki Trap were seeking to host up to four ticketed concerts/festivals utilizing the clubhouse, driving range and parking lots.

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](http://www.jacksonvillebeach.org)

This Lease is executed on this 21st day of August, 2018 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 TEE TO GREEN PARTNERS dba SAND TRAP BAR & GRILLE, whose mailing address is PO Box 896, Ponte Vedra Beach, FL 32004 ("TENANT").

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

1. LEASED PROPERTY.

The CITY is the Owner of the Jacksonville Beach Golf Course located at 605 South Penman Road, Jacksonville Beach, FL 32250. The restaurant is located in the Golf Course clubhouse. The TENANT desires to operate the food and beverage services in the Golf Course clubhouse and the CITY desires to grant such a lease to the TENANT.

The leased property consists of 1,853 square feet which includes an inside seating area and an outside screened-in covered patio, and is more particularly described in Attachment A to this Lease. In addition, TENANT agrees to lease from CITY two Golf Carts to be used for beverage sales on the Golf Course.

2. TERM.

- (a) Initial Term: The initial term of this Lease shall be three (3) years, commencing on October 1<sup>st</sup> 2018 and terminating on September 30<sup>th</sup> 2021. The lease is renewable for two (2) consecutive options of four (4) years each for a total lease term of eleven (11) years. Any extension thereafter is at the discretion of the City Manager.



The TENANT shall deliver written notice to the CITY of its intent to exercise the renewal options ninety (90) days prior to the expiration of the initial and any renewal lease term. TENANT can terminate the lease during the first twelve (12) months after providing the CITY sixty (60) days written notice.

(b) Property Access: TENANT may have access to the Leased Property upon signing the lease agreement prior to the lease commencement date of October 1, 2018 in order to initiate and complete renovations and improvements to the premises.

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 \$ 23,320.00 based on the following payment schedule:

|               |        | <b>Restaurant</b> | <b>Carts</b>    | <b>Total</b>     |
|---------------|--------|-------------------|-----------------|------------------|
| Month 1       | Oct-18 | \$ 0              | \$ 360          | \$ 360           |
| Month 2       | Nov-18 | \$ 0              | \$ 360          | \$ 360           |
| Month 3       | Dec-18 | \$ 1,000          | \$ 360          | \$ 1,360         |
| Month 4       | Jan-19 | \$ 1,500          | \$ 360          | \$ 1,860         |
| Month 5       | Feb-19 | \$ 1,500          | \$ 360          | \$ 1,860         |
| Month 6       | Mar-19 | \$ 1,500          | \$ 360          | \$ 1,860         |
| Month 7       | Apr-19 | \$ 2,000          | \$ 360          | \$ 2,360         |
| Month 8       | May-19 | \$ 2,000          | \$ 360          | \$ 2,360         |
| Month 9       | Jun-19 | \$ 2,000          | \$ 360          | \$ 2,360         |
| Month 10      | Jul-19 | \$ 2,500          | \$ 360          | \$ 2,860         |
| Month 11      | Aug-19 | \$ 2,500          | \$ 360          | \$ 2,860         |
| Month 12      | Sep-19 | \$ 2,500          | \$ 360          | \$ 2,860         |
| <b>Totals</b> |        | <b>\$ 19,000</b>  | <b>\$ 4,320</b> | <b>\$ 23,320</b> |

plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The monthly rent for the clubhouse restaurant in the initial year shall be \$2,500.00 plus any such taxes, fees, or assessments billed for that month. This rental rate is based on 1,853 square feet of building space at a beginning rate of \$16.19 per square foot per year. In addition, TENANT shall pay a monthly rate of \$360.00 for the lease of two (2) golf carts (at \$180.00 each per month). Total monthly rent in the initial year to include the clubhouse restaurant and two (2) golf carts shall be \$2,860.00. 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.

In the initial lease year, rent for the clubhouse restaurant shall be staggered to include the following monthly payment schedule: no rent for the clubhouse in the first two months, for month three, the clubhouse rent shall be One Thousand Dollars (\$1,000.00) per month; for months four through six the clubhouse rent shall be One Thousand Five Hundred Dollars (\$1,500.00) per month; for months seven through nine the clubhouse rent shall be Two Thousand Dollars (\$2,000.00) per month; for months ten through twelve rent for the clubhouse restaurant shall be Two Thousand Five Hundred Dollars (\$2,500.00) per month.

Rent for the two (2) golf carts shall be Three Hundred and Sixty Dollars (\$360.00) in the first month and all consecutive months in the first year of the lease.

- (b) Failure by TENANT to timely pay any rent (property or golf cart), penalties or taxes due will be considered a material breach of the Lease and will be justification for the CITY to immediately terminate the Lease. If the CITY terminates the Lease, TENANT agrees to immediately vacate the Property upon receipt of such termination notice and request by the CITY to vacate.
- (c) 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 equipment and accessories listed in Attachment "D" including any structures built and improvements made by TENANT upon the Leased Premises during the initial term, and during the option periods, if applicable.

4. STANDARD PROVISIONS.

The Standard Lease Provisions for the Golf Course Restaurant set forth in Attachment B to this Lease and entitled "Standard Lease Provisions for the Golf Course Restaurant," are incorporated into and made a part of this Lease.

5. SPECIAL PROVISIONS.

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

- a) The CITY grants to TENANT and TENANT accepts from the CITY an

exclusive permit to operate at the Jacksonville Beach Golf Course during the hours and terms as authorized by the CITY, the food and beverage services as they are hereinafter described.

b) TENANT agrees to keep all accounts owed to the CITY on a current basis.

c) TENANT agrees to maintain and operate all services provided for in this permit in a manner satisfactory to the CITY and at all applicable ordinances, codes, rules, regulations, and laws of the Federal, State and local government. Failure to comply with any of these Federal, State, and local government guidelines within forty-eight (48) hours, after TENANT receives written notice from the CITY of failure to conform, shall result in immediate termination of this contract. If TENANT is convicted of any criminal activity, this may result in immediate termination of contract.

d) **CONCESSIONS:**

Concessions for which this lease is granted are as follows:

i. **Lounge and Restaurant:**

Exclusive right to sell food and beverages for consumption on the premises. The lounge and restaurant shall be of the type offering food and services comparable to that of the better golf course lounge and restaurant bar installations in the area, and will be expected to comply with standards of quality established by the CITY.

ii. **Beverage License:**

TENANT is authorized to engage in the sale of alcoholic beverages for the consumption by restaurant patrons and nonresident guests on the premises only. Ownership of the beverage license belongs to the CITY.

iii. **Vending Machines:**

TENANT may have exclusive right for all vending machines in the leased premises.

e) Ad valorem and non-ad valorem taxes shall be paid to the City of Jacksonville Beach on an annual basis pursuant to paragraph 18(b) of the Standard Lease Provisions for Golf Course Restaurant set forth in Attachment B to this Lease.

f) The TENANT shall have the exclusive right to use the areas designated for receipt, storage, preparation, and other work directly related to this lease during working hours and the said TENANT shall maintain said areas in a clean and orderly condition with said condition being determined by the CITY. The leased property can only be used for the restaurant/lounge and for no other use without the prior written consent of the CITY.

g) **EQUIPMENT and FACILITIES:**

The TENANT shall furnish all linen, cutlery, glassware, tableware, dishes, paper goods, kitchen utensils, silverware, and kitchen pots and pans as well as all similar equipment necessary for proper food services

purposes at the facilities covered by this permit. The sole exception to the above equipment to be furnished by the TENANT is the list of the equipment owned by the CITY attached hereto, marked Attachment "C" and by reference made a part hereof.

Prior to TENANT taking possession of the equipment listed in Attachment "C" to the Agreement, the equipment will be inspected and serviced by a third party service provider selected by the CITY and at the CITY's expense. The service provider hired and paid by the CITY shall certify in writing that the equipment is in good working condition and provide an estimated time period that each piece of equipment has remaining to be fit for use in the clubhouse restaurant. A copy of the written certification is to be provided to the TENANT. Thereafter, the TENANT shall, on at least a quarterly basis, have the equipment cleaned and maintained.

To the extent the TENANT repairs any equipment listed in Attachment "C", TENANT, with the CITY's approval, shall be entitled to deduct the cost of repairing such equipment from the monthly rent, and shall provide a copy of the repair invoice to the CITY. Should the TENANT replace the equipment, TENANT shall be entitled to take such equipment with it at the end of the lease term, but will not be allowed to deduct the replacement cost from any monthly lease payment.

TENANT may use all of the equipment listed on Attachment "C" and shall properly maintain and repair the said equipment and when required by the CITY, at the termination of the agreement, the TENANT shall

return to the CITY all of the equipment listed on Attachment "C" in good and operable condition.

Any equipment listed on Attachment "C" that is not used by the TENANT shall be stored by the TENANT at the TENANT's expense and shall upon the termination of this agreement be returned to the CITY at TENANT's sole cost and expense.

**h) DESIGNATION OF MANAGER:**

If the TENANT shall personally serve in the capacity of manager of the premises, then in that event, the TENANT must be on the premises a minimum of sixty percent (60%) of the time that the premises are open for business. This time may be increased by the CITY, if in the CITY's opinion business warrants such an increase. However, if the TENANT does employ and designate a manger, the manager shall devote full time to managing the premises that are the subject matter of this permit.

**i) PERMITS AND LICENSES:**

TENANT must secure and keep current, at their sole cost, all licenses required to do business in the City of Jacksonville Beach, Duval County and the State of Florida, except the state alcoholic beverage license. The State liquor license will be purchased by the CITY and is owned by the CITY. Copies of all licenses and permits must be supplied to the City Manager's Office and Golf Professional. (License Type Series 11CG – for consumption on the premises only).

**j) HEALTH, FIRE and SAFETY REGULATIONS:**

All persons handling food must at all times have current food handling permits. Copies of all permits shall be filed with the Golf Course Manager. The TENANT must keep all assigned premises clean to the satisfaction of the CITY. All refuse and waste materials created in the exercise of this permit shall be removed by the TENANT to designated collection points to be removed by the CITY. All State, County and City fire, health and safety regulations shall be strictly complied with by the TENANT.

**k) DESTRUCTION OR DAMAGE TO PROPERTY:**

If, during the term of this lease, or any renewal thereof, the demised premises shall be substantially destroyed by fire, the elements or any other cause not the fault of the TENANT, then this permit, at the option of the TENANT and upon notice in writing to the CITY, shall cease and terminate, and each party shall be released from further obligation hereunder, and the CITY shall refund to TENANT any portion of the monthly rent paid in advance and not available at the time of such destruction.

If, however, during the term hereof, the said premises shall be only partly destroyed by fire, the elements or any other cause not the fault of the TENANT, then the CITY shall repair such premises as speedily as possible at the CITY's expense, and until the completion of such repairs TENANT shall be entitled to a reduction of rent in proportion to the amount of floor space of which TENANT is deprived the use while such repairs are being made.

**l) DAYS AND HOURS OF OPERATION:**

TENANT shall keep the restaurant/lounge open daily, including Sundays and holidays. The minimum hours of operation should be 7:00 AM to 7:00 PM each day the Golf Course is open. If the Golf Course closes due to inclement weather, the concession may also close for the same period. Special Events or unusual extended open hours shall be approved by the City Manager or his/her designee, at their sole discretion. TENANT may close the restaurant on Christmas Day.

**m) QUALITY OF GOODS AND SERVICES:**

Service to the public, with goods and merchandise of the best quality at reasonable charges, is of prime concern to the City of Jacksonville Beach and is considered a part of the consideration for this agreement. Therefore, TENANT agrees to operate and manage the restaurant / lounge services and facilities offered in a first-class manner, and comparable to other first-class golf courses in the area as to food, service and condition of facilities and to the satisfaction of the City of Jacksonville Beach. TENANT shall furnish and dispense food and beverages of the best quality and shall maintain a high standard of service without discrimination.

TENANT agrees that the quality of all goods sold and all services rendered by TENANT shall be subject to the approval of the CITY.

**n) STAFF:**

TENANT shall maintain an adequate and proper staff to operate the

restaurant/lounge in a businesslike manner. TENANT shall designate one (1) member of said staff as a Manager with whom the CITY may deal on a daily basis for that operation. Any person selected by TENANT as a Manager shall be skilled in the management of businesses similar to the restaurant/lounge and shall be subject to the approval of the CITY. The Manager shall devote substantial time and attention to the management of the operation and render such services and convenience to the public as required. The Manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefore by this agreement, and authorized to act and make decisions and to represent TENANT in all matters pertaining to the day-to-day operation and management of the restaurant/lounge.

The CITY may at any time give TENANT written notice to the effect that the conduct or action of a designated employee or the manager of TENANT is, in the reasonable belief of the CITY, detrimental to the interest of the public patronizing the restaurant/lounge premises. TENANT shall immediately replace said employee or manager or make arrangements with the CITY to correct the conduct or action.

The TENANT and/or designated manager and all key employees are required to attend T.I.P.S. programs. Verification of attendance and completion certifications are to be given to the City Manager or his designee.

TENANT further agrees that, if requested by the CITY, all non-management personnel of TENANT shall, while on duty, wear a

uniform, badge or other identifying insignia by which they may be known as an employee or representative of TENANT.

**o) MANAGEMENT:**

The City Manager or his designee are empowered to enforce the CITY's interest in this lease and the operation of the restaurant/lounge. The City Manager or his/her designee will oversee day-to-day operations. Any problems, communications, or requests must come through these individuals for proper resolution.

Any attempt by TENANT to avert or circumvent management will be found in violation of this contract and will make said contract subject to cancellation.

**p) CONFLICT OF INTEREST:**

TENANT warrants and covenants that no official or employee or business entity of the City has been employed or retained by TENANT to solicit or aid in the procuring of the permit or will be employed or otherwise benefit from the permit.

**q) ANTI-DISCRIMINATION:**

The TENANT shall not discriminate against any employee or applicant for employment in the performance by this permit with respect to hire, tenure, term, conditions, or privileges or employment or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, or ancestry. The TENANT understands and agrees that the Jacksonville Beach Golf Course is primarily for the use

of the public and the public's rights to such use shall not be infringed upon by any activity of the TENANT. The activities of the TENANT shall be such as to render service to the public in a dignified manner; no pressure, coercion, or persuasion shall be done by the TENANT.

r) **GREASE:**

The CITY shall be responsible for the cost of emptying the grease traps and shall provide such service to the leased premises. The services shall be provided on a quarterly basis.

s) **ASSIGNMENT:**

TENANT shall be allowed to transfer its stock and/or assets and change management and those policy making individuals, provided such transfer is made to individuals with at least five (5) years minimum restaurant related experience, at the consent of the CITY which shall not be unreasonably withheld.

6. INTEGRATION; AMENDMENTS.

- a) This written Lease Agreement and Attachments "A", "B", "C" and "D" 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", "B", "C" and "D" 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 OF JACKSONVILLE BEACH**

ATTEST: CITY:  
Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Print: Laurie Scott Print: William C. Latham  
City Clerk Mayor

Sign: \_\_\_\_\_

Print: Karen W. Nelson  
Deputy City Manager

STATE OF FLORIDA  
COUNTY OF DUVAL

**TEE TO GREEN PARTNERS dba SAND TRAP BAR & GRILLE**

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Print: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

[AFFIX CORPORATE SEAL HERE]

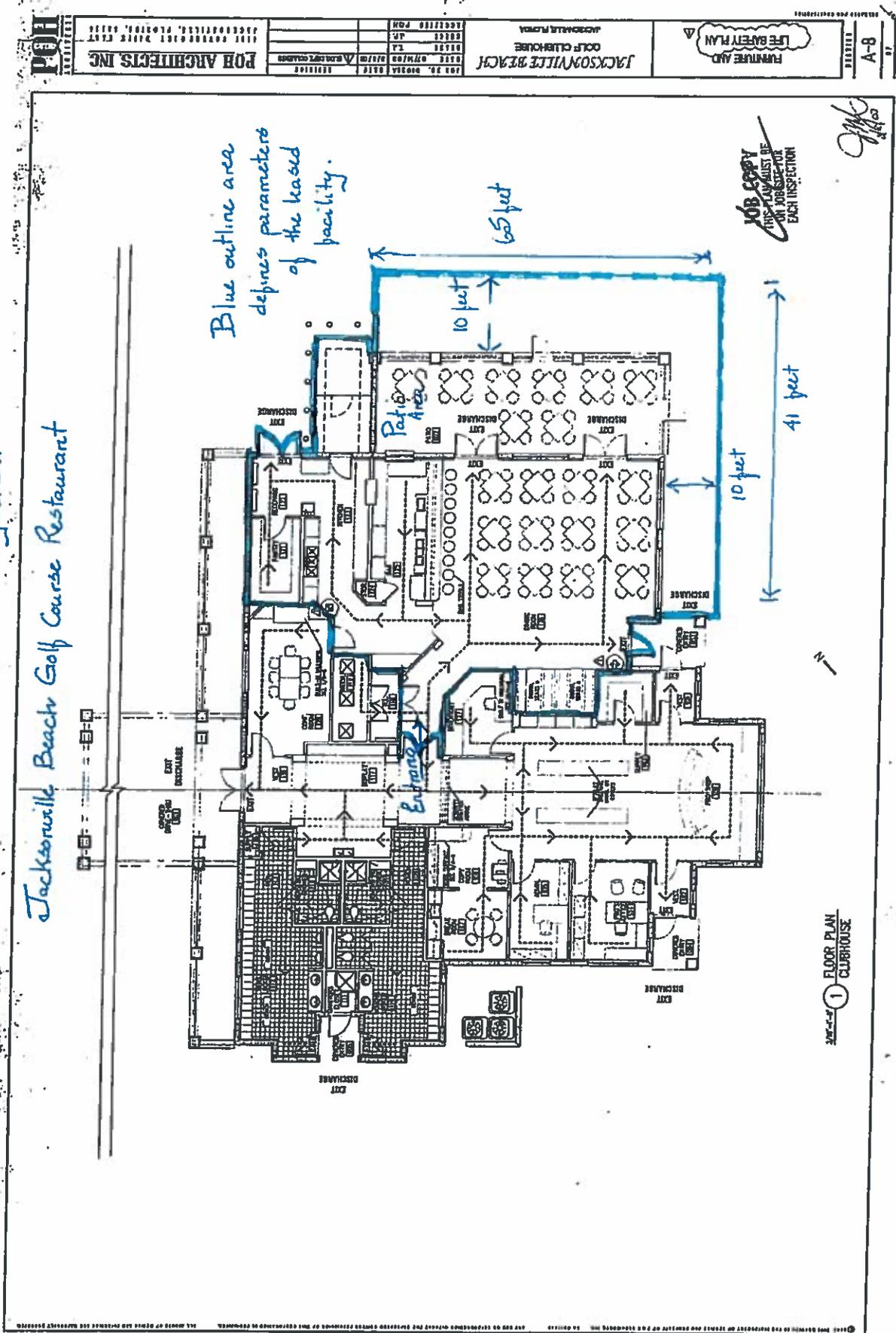
STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ on behalf of the City. 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:

Attachment "A" : to commercial lease agreement

Jacksonville Beach Golf Course Restaurant



|  |                    |               |
|--|--------------------|---------------|
| PROJECT NO. 200301                             | DATE 08/11/03      | REVISION      |
| PROJECT NAME JACKSONVILLE BEACH GOLF CLUBHOUSE | PROJECT NO. 200301 | DATE 08/11/03 |
| PROJECT LOCATION JACKSONVILLE BEACH, FLORIDA   | PROJECT NO. 200301 | DATE 08/11/03 |
| PROJECT ARCHITECT POH ARCHITECTS, INC.         | PROJECT NO. 200301 | DATE 08/11/03 |



City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

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[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

ATTACHMENT B

STANDARD LEASE PROVISIONS FOR THE GOLF COURSE RESTAURANT



ATTACHMENT B

STANDARD LEASE PROVISIONS FOR GOLF COURSE RESTAURANT

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ATTACHMENT B

STANDARD LEASE PROVISIONS FOR GOLF COURSE RESTAURANT

1. **RENTAL ADJUSTMENT:**

(a) Annual rental adjustment: Beginning on the month of the following year in which the Lease is executed, and annually on each year thereafter, including any option for renewal exercised under the Lease, the rent shall be increased by 4%.

2. **ASSIGNMENT:**

TENANT shall not, either directly or indirectly by any means, assign, sublease or transfer the Lease or any interest therein, or any portion of the Leased Premises, including any improvements thereon, without the express prior written consent of the CITY. In no event shall the granting of consent to one or more assignments, subleases or transfers constitute a waiver of CITY's right to refuse consent as to subsequent assignments, subleases or transfers. Stock transfers or asset transfers which change the management or policy making individuals of the corporation shall be considered an "indirect transfer" of the Lease, requiring the express written consent of the CITY.

3. **ALTERATIONS:**

TENANT shall not make any alterations, changes, additions or improvements to the Leased Premises without the express written consent of the CITY. If, because of any act or omission of the TENANT, his successors or assigns, any mechanics, material men, laborers or other liens or other order for payment of money shall be filed against the Leased Premises, or any part thereof, or against the CITY, then the TENANT shall, at TENANT's own cost and expense, cause the same to be canceled and discharged of record, and further shall indemnify and hold harmless the CITY from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, resulting therefrom or by reason thereof.

4. **CITY'S LIABILITY LIMITATION:**

(a) TENANT represents that TENANT has inspected the Leased Premises, any improvements located thereon, and the roadways and any other means of ingress and egress from the Leased Premises. TENANT accepts the condition of the Leased Premises and fully assumes all risks incidental to the use of the roadways, and the Leased Premises. CITY shall not be liable to TENANT's agents, employees, visitors, guests or invites from any cause or condition whatsoever. CITY makes no warranty of the suitability of the Leased Premises for the use contemplated herein.

(b) CITY shall not be liable to TENANT for any claim for compensation or any losses, damages or injuries sustained by TENANT resulting from failure of any water supply, heat or electrical current, whether on the surface or underground, including stability, moving, shifting, settlement or displacement of materials by fire, water, windstorm, tornado, act or state of war, civilian commotion or riot, or any other cause

beyond the control of the CITY.

**5. INDEMNIFICATION:**

TENANT agrees to indemnify and hold harmless CITY of and from, any and all actions, claims, losses, and litigation including all costs and attorney's fees, arising out of or connected with TENANT's occupancy or use of the Leased Premises, except with respect to any conditions which are in CITY's sole control, or which are caused by CITY's negligent or willful acts. TENANT further agrees to hold CITY harmless for the loss of, or damage or destruction to, any property stored within the Leased Premises. Unless explicitly provided herein, no provision of this Attachment B or any other Lease provision shall abridge, restrict or otherwise modify TENANT's obligation to indemnify and hold harmless CITY as provided herein.

**6. INSURANCE:**

(a) The TENANT shall procure, maintain and pay for a Commercial General Liability insurance policy providing coverage which protects the CITY and TENANT, from claims arising from bodily injury, property damage, operations, premises and fire legal liability. This insurance policy shall have a combined single limit of not less than \$1,000,000.00. CITY shall be named as an "additional insured" under said policy. TENANT shall insure that the CITY is provided a minimum of thirty (30) days' notice of any policy change or amendment, including cancellation. TENANT's insurance, including that applicable to the CITY as an additional insured, shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute with TENANT's insurance.

(b) TENANT shall provide, maintain and pay for a property insurance policy providing coverage for the demised premises of which any buildings are a part, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable value thereof. Deductibles for all perils shall not be greater than \$1,000.00. The policy shall be endorsed to make any loss payments payable jointly to the CITY and TENANT for losses covered under such policies. TENANT shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed buildings, improvements, betterments and equipment; otherwise, the entire proceeds of such policy shall become payable to the CITY.

(c) TENANT shall provide the CITY with certificates of insurance stating that the required coverages are in force within ten (10) days after execution of the Lease, and annually thereafter. TENANT shall supply proof of insurance subject to all requirements of this Section to the CITY for any CITY-approved subleases at the inception of the sublease and annually thereafter as long as the sublease remains in effect.

(d) Recognizing the extended term of this contract, TENANT agrees that the CITY shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include but are not limited to changes in generally accepted insurance industry standards and practices, changes in TENANT's use of the premises, measurable changes in local

and national economic indicators and changes in City policies and procedures.

**7. USE OF LEASED PREMISES; RESTRICTIONS ON USE:**

(a) TENANT agrees to observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the CITY and by any other proper authority having jurisdiction over the conduct of operations on the premises. Further, TENANT agrees that TENANT shall not occupy or use or permit or suffer the Leased Premises or any part thereof, to be occupied or used for any unlawful or illegal business or purpose, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any laws, rules, requirements, orders, ordinances, regulations of the United States of America, or of the State, County, or City government, or their administrative boards or agencies.

(b) TENANT may use the Leased Premises for uses permitted in the zoning district in which the property is located, and in conformance with a site plan and uses approved by the CITY and subject to applicable laws and ordinances.

(c) TENANT may ONLY use the Leased Premises for a restaurant/lounge.

(d) Any and all decorations, pictures, signage, banners, etc. are subject to approval by the City Manager or his designee.

**8. CONSTRUCTION OF IMPROVEMENTS:**

(a) TENANT shall submit a detailed plan for building improvement within thirty (30) days of the approval of the Lease, and shall diligently pursue site plan approval.

(b) Notwithstanding subsection (a) above, if TENANT fails to receive site plan approval within ninety (90) days after the effective date of the Lease, CITY may elect to terminate the lease. If CITY elects to terminate the Lease due to TENANT's failure to obtain site plan approval:

(1) CITY shall have the right to immediately reenter and take possession of Leased premises; and

(2) All title to and interest in any structures built and improvements made TENANT upon the Leased premises shall vest in CITY.

(c) If the project intended for construction on the Leased Premises is a phased project, all construction and phasing shall be in accordance with the applicable laws and ordinances relating to such construction.

(d) Title to all permanent structures shall vest with the CITY at the expiration of the Lease.

**9. RESPONSIBILITY FOR AND MAINTENANCE OF LEASED PREMISES:**

TENANT shall be responsible for and shall maintain, repair, or replace all fixtures and shall be responsible for the maintenance and repair of all equipment and appliances that the TENANT owns or uses. For all areas used or occupied by the TENANT, the TENANT shall supply all janitorial services and supplies that are necessary to maintain the facility in the proper state of cleanliness satisfactory to the Owner. If the TENANT fails to maintain the proper repairs, replacements, or cleanliness, the CITY shall give

notice in writing of any violations. The TENANT shall then have twenty-four (24) hours, after notification by the CITY within which to correct violations.

The CITY will only be responsible for repairs to the building, HVAC, electrical and plumbing systems. Any other repairs shall be the responsibility of the TENANT. The sanitary criteria shall be determined by the City and County Health Departments, with TENANT being responsible for any and all penalties incurred for violations.

TENANT shall not make alterations in or to the premises without first obtaining the written consent of the City Manager, said consent at the City Manager sole discretion. All additions or fixtures, except TENANT's movable trade fixtures not attached to the realty, shall thereafter become the property of the CITY.

TENANT shall be responsible for maintaining and cleaning the floor in the lounge and restaurant area; this includes all carpeted and tiled surfaces. Additionally, TENANT shall be responsible for providing supplemental pest control services which shall be in addition to the monthly service the CITY provides to the restaurant and lounge. Due to the preparation and storage of foodstuffs, an intensive pest control effort, evidenced by paid receipts, shall be required.

In addition to the regular State of Florida food service inspections, additional inspections will be made by the CITY, or it's designee, to determine the condition of the premises, equipment, personnel and services. A written report of the findings of any inspection will be furnished to the TENANT. TENANT shall within two (2) days of receiving these reports, furnish to the City Manager's Office or his designee, in writing, all action taken by TENANT to comply with the report, if needed.

The CITY may from time to time hire an outside consultant, knowledgeable in food and beverage service, to conduct a thorough inspection of the facility. This outside consultant will prepare a written report for the City Manager's Office and will provide copies to the Golf Professional and the report and recommendations may be part of the CITY's findings as referred above.

**10. REMEDIES:**

The CITY's remedies contained in this Lease are in addition to the rights of the CITY under Florida statutes governing nonresidential landlord-tenant relationships and to all other remedies available at law or in equity to the CITY.

(a) Remedies for Nonpayment of Rent or Additional Payments. The CITY has the same remedies for the TENANT's failure to pay rent as for the TENANT's failure to make any other payments required herein.

(b) Abandonment of Premises or Delinquency in Rent. If the TENANT abandons or vacates the Leased Premises before the end of the Lease term, or if the TENANT is in arrears in rent payments, the CITY may cancel this Lease. On cancellation, the CITY is entitled to enter the Leased Premises as the TENANT's agent, whether by force or other means, to re-lease the Leased Premises. The CITY will incur no liability for the entry. As the TENANT's agent, the CITY may re-lease the Leased

Premises with or without any furniture or personal property that may be in it, and the re-leasing may be made at such price, on such terms, and for such duration as the CITY determines and for which the CITY receives rent.

(c) **Dispossession on Default.** If the TENANT defaults in the performance of any covenant or condition of this Lease, including the TENANT's responsibility for maintenance more fully set forth under Paragraph 9, the CITY may give the TENANT written notice of that default. If the TENANT fails to cure a default in the payment of rent or additional rent within ten (10) days or fails to cure any other default within ten (10) days after written notice is given, the CITY may terminate this Lease. Termination of this Lease may occur only after the CITY gives not less than ten (10) days advance written notice to the TENANT. On the date specified in the notice, the term of this Lease will end, and the TENANT will quit the Leased Premises and surrender the Leased Premises to the CITY, except that the TENANT will remain liable as provided under this Lease. On termination of the Lease, the CITY may reenter the Leased Premises without notice and by force or otherwise to dispossess the TENANT, any legal representative of the TENANT, or any other occupant of the Leased Premises. The CITY may retake possession through summary proceedings or otherwise, and the CITY will then hold the Leased Premises as if this Lease had not been made. The TENANT waives TENANT's right to receive notice of the CITY's intention to reenter and/or institute legal proceedings for repossession of the Leased Premises.

(d) **Damages on Default.** If the CITY retakes possession the CITY has the following rights:

(1) The CITY is entitled to the rent and any additional amounts that are due and unpaid, and those payments will become due immediately, and will be paid up to the time of the reentry, dispossession, or expiration, plus any expenses that the CITY incurs for legal expenses, attorneys' fees, brokerage costs, returning the Leased Premises to good order, and preparing the Leased Premises for re-rental, plus interest on rent and additional rent then due at the maximum interest rate permitted by law.

(2) The CITY is entitled to re-lease all or any part of the Leased Premises in the CITY's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in the subject Lease.

(e) **Bankruptcy or Insolvency.** If the TENANT becomes insolvent or if bankruptcy proceedings are begun by or against the TENANT before the end of the Lease term, the CITY may immediately cancel this Lease as if the TENANT had defaulted. Without affecting the CITY's rights under this Lease, the CITY may accept rent from a receiver, trustee, or other judicial officer who holds the property in a fiduciary capacity. No receiver, trustee, or other judicial officer is entitled to receive any right, title, or interest in or to the Leased Premises under this paragraph. For purposes herein, TENANT shall be considered "insolvent" if:

(1) TENANT shall file in any court, or there shall be filed by or against TENANT in any court pursuant to any statute, either of the United States or any state, an adjudication in bankruptcy or insolvency or for reorganization, or for the appointment of a Receiver of TENANT's property, or if TENANT shall dissolve or

commence any action or proceeding for dissolution or liquidation;

(2) TENANT's property shall be taken by any governmental officer or agent pursuant to statutory authority for the dissolution or liquidation of TENANT;

(3) TENANT shall make an assignment for the benefit of creditors;  
or

(4) TENANT shall be adjudicated a bankrupt, or a receiver or trustee shall be appointed for the liquidation or reorganization of TENANT.

**11. TERMINATION:**

At the expiration of this Lease or earlier termination hereof, TENANT shall peaceably and quietly leave, surrender and deliver to CITY the Leased Premises broom-clean, together with any building and improvements, including all alterations, changes, or additions which may have been made upon the Leased Premises, except any unfixed personal property put in at the expense of TENANT, in thorough repair and good order and safe condition. TENANT shall remove all of TENANT's unfixed personal property from the Leased Premises upon termination. If TENANT fails to remove TENANT's unfixed personal property within fifteen (15) days after the CITY's written notice to TENANT, such property shall be deemed to have been abandoned. The CITY may appropriate, sell, store, destroy or otherwise dispose of any abandoned property without notice to TENANT and without obligation to account therefor.

**12. HOLDOVER TENANCY:**

If the TENANT remains in possession of the Leased Premises after the Lease expires or terminates for any reason:

(a) TENANT will be deemed to be occupying the Leased Premises as a TENANT from month-to-month at the sufferance of the CITY. The TENANT will be subject to all of the provisions of this Lease, except that, at the CITY's discretion, the base rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease;

(b) TENANT shall reimburse the CITY for any additional damages which the CITY suffers by reason of TENANT's continued occupancy; and

(c) TENANT shall indemnify the CITY from and against all claims made by any succeeding tenant insofar as such delay is occasioned by TENANT's failure to surrender the Leased Premises.

**13. ENVIRONMENTAL PROVISIONS:**

(a) The TENANT shall be solely responsible for all such costs and expenses which arise out of environmental contamination for which the CITY may be held liable caused by the TENANT, the TENANT's agents, employees, contractors, or invites during any prior or current tenancy or occupancy of the Leased Premises or any portion thereof.

(b) The parties' responsibilities, obligations, and liabilities pursuant to this Lease shall survive the expiration or early termination of this Lease.

(c) Nothing in this Lease shall be deemed to be a waiver of the CITY's right to take action against responsible parties for remediation of or payment for environmental contamination on the Leased Premises, nor be deemed to be an assumption by the CITY of the responsibility for such remediation or payment, except as may be imposed on the

CITY as a matter of law.

(d) The TENANT acknowledges that remediation steps taken to correct any environmental contamination may extend over a number of years and may cause inconvenience and business interruption to the TENANT. The CITY shall not be liable to the TENANT in any manner for such inconvenience and disruption.

(e) Except as properly permitted under federal, state and local laws and rules and regulations, TENANT shall not conduct nor permit or authorize to any other person, the generation, storage, treatment, or disposal of any hazardous materials (as defined under federal, state, and local environmental laws), on or in any location that might adversely affect or contaminate the Leased Premises. This paragraph shall not apply to properly permitted storage, if any, allowed under the terms of this Lease.

(f) The TENANT shall store, utilize and dispose of all industrial, domestic, hazardous, and solid wastes permitted under the terms of this Lease in accordance with applicable federal, state, and local laws, rules, and regulations.

(g) TENANT shall promptly provide the CITY written notice of any spill or release of hazardous materials at or from the Leased Premises

(h) TENANT shall not install or utilize any irrigation wells on the Leased Premises without the written permission of the CITY.

(i) In the event that any environmental condition or any hazardous materials prohibited by or actionable under applicable law should now or hereafter arise from, contaminate, or be located on the Leased Premises (regardless of the source of such condition or materials), TENANT hereby agrees, at its expense, to forthwith (1) remove said materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, city or local agency or department relative thereof; and (3) return the Leased Premises to proper condition without any diminution in the value thereof.

(j) Failure of TENANT to comply with the obligations of this section shall constitute a default under the Lease.

#### **14. NOTICES:**

(a) The CITY hereby designates the City Manager or his/her designee as its official representative with the full power to represent the CITY in all dealings with TENANT in connection with the Leased Premises. CITY may designate by notice in writing, addressed to TENANT, other representatives from time to time and such notice shall have the same effect as if included in the terms of the Lease.

(b) Notice to the CITY as herein provided shall be sufficient if sent by registered mail, postage paid, to the Director of Parks and Recreation, City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, Florida 32250, and notice to TENANT in the same manner shall likewise be sufficient if addressed to TENANT at the address of the Leased Premises or such other addresses as may be designated by the CITY or TENANT in writing from time to time.

#### **15. REAL ESTATE COMMISSION:**

The CITY and TENANT each covenant and warrant to the other that they have not authorized any person, firm, or corporation as a real estate agent or broker to deal on behalf of such party with respect to the Lease. TENANT agrees to indemnify and hold

harmless CITY from any claim for remuneration, commissions or broker's fees arising out of this transaction and Lease.

**16. ENTRY OF LANDLORD:**

The CITY may enter the Leased Premises for the following purposes:

(a) To inspect or protect the Leased Premises;  
(b) To determine whether TENANT is complying with the applicable laws, orders or regulations of any lawful authority having jurisdiction over the Leased Premises or any business conducted therein; or

(c) To exhibit the Leased Premises to any prospective tenant when TENANT is in default of the Lease or has notified the CITY of intention to terminate the Lease or during the last six (6) months of the term of the Lease. No authorized entry by CITY shall constitute an eviction of TENANT or deprivation of TENANT's rights under the Lease; nor shall such entry alter CITY'S obligations hereunder or create any right in CITY averse to TENANT's interest hereunder.

**17. CONSTRUCTION:**

The Lease shall be governed by and construed in accordance with the laws of, or applicable to, the State of Florida.

**18. MISCELLANEOUS PROVISIONS:**

(a) TENANT agrees that no signs or advertising matter may be erected on the Leased Premises without the consent of the City Manager or his/her designee and the issuance of a sign permit by the City of Jacksonville Beach Planning & Development Department.

(b) TENANT shall pay all legal taxes of any nature, including but not limited to, ad valorem and non-ad valorem taxes, impact fees, and assessments against the Leased Premises and the buildings placed on the premises by the TENANT accruing during the term of this Agreement or any renewal thereof. All ad valorem and non-ad valorem taxes shall be paid to the City of Jacksonville Beach on an annual basis.

(c) TENANT expressly agrees for TENANT and TENANT's successors and assigns, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; that the TENANT and TENANT's successors and assigns shall use the premises in compliance with all other requirements imposed by City, State or Federal laws; That in the event of breach of any of the above mentioned nondiscrimination laws, the CITY shall have the right to terminate the Lease and to reenter and as if said Lease had never been made or issued.

(d) TENANT shall be responsible for furnishing and paying for all utility services used by TENANT. TENANT agrees that all utility services or other energy management services shall be purchased from the City of Jacksonville Beach.

# ATTACHMENT C

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

| Qty. | DESCRIPTION                           | LOCATION              |
|------|---------------------------------------|-----------------------|
| 1    | Combo, Walk-in Cooler Freezer Unit    | Kitchen               |
| 1    | Small Work Table                      | Kitchen               |
| 1    | Small-Single Hand Sink                | Kitchen               |
| 1    | Large Work Table                      | Kitchen               |
| 1    | Food Slicer                           | Kitchen               |
| 1    | Microwave Oven                        | Kitchen               |
| 1    | Microwave Shelf                       | Kitchen               |
| 1    | Refrigerator (Sandwich/Salad Prep.)   | Kitchen               |
| 1    | Small Work Table                      | Outside Storage       |
| 1    | Hot Dog Grill                         | Bar Area              |
| 1    | Gas Fryar (Deep Fat)                  | Kitchen               |
| 1    | Gas Griddle                           | Kitchen               |
| 1    | Gas Broiler (Under-Fired)             | Kitchen               |
| 1    | Refrigerator (Shorty)                 | Kitchen (under Grill) |
| 1    | Exhaust Hood                          | Kitchen               |
| 1    | Kitchen Sink (Large 3 compartment)    | Kitchen               |
| 1    | Wall Mount Shelf                      | Kitchen (over sink)   |
| 1    | Refrigerated Glass Front Display Case | Bar Area              |
| 1    | Froster / Chiller, Glass/Mug/Plate    | Bar Area              |
| 1    | Beer Dispenser                        | Bar Area              |
| 1    | Popcorn Machine                       | Bar Area              |
| 1    | Bottle Cooler                         | Bar Area              |
| 1    | Cocktail Station/Blender Module       | Bar Area              |
| 1    | Under Bar Sink (small 3 compartment)  | Bar Area              |
| 1    | Under Bar Add-On Unit                 | Bar Area              |
| 1    | Large Work Table                      | Kitchen/Bar Area      |



## ATTACHMENT D

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

The following renovations and capital improvements are planned for the Golf Course restaurant facility:

1. Construct a half wall, five (5) feet high, approximately twenty (20) feet long, to separate the grill room from the bar area. The wall will include a counter-top on the bar side and bench seating running the length of the wall on the grill room side.
2. Refinish the current bar top and front wall at the bar with reclaimed wood. Bar counter to include resin finish.
3. Construct shelving for liqueur storage on the bar wall.
4. Build a staging area to fit the current enclave area, to include three electric outlets and new lights.
5. Refinish grill room wall space with stone paneling.
6. Refinish interior patio walls with reclaimed wood.
7. Remove all bushes from the patio perimeter.
8. Invest in the following equipment and accessories:
  - a) Dishwasher
  - b) Ice Machine
  - c) Pizza Conveyor Oven
  - d) POS System
  - e) Beer Cooler and Sink
  - f) Keg Dispenser System
  - g) Bar Stools, booths, tables and chairs
  - h) TV sets and Stereo System

The CITY and TENANT agree to equivalent participation in the above described improvements. However, the CITY's participation shall be limited to a maximum matching contribution of \$25,000. The TENANT agrees to purchase the equipment and accessories listed above. After the first year, this equipment shall be incorporated in Attachment "C" and ownership will vest with the CITY.



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](http://www.jacksonvillebeach.org)

## Memorandum

**TO:** Karen Nelson, Deputy City Manager

**FROM:** Bill Mann, Planning and Development Director

**RE:** Resolution No. 2015-2018, amending the Fee Schedule for Permits and Land Development Code Applications

**DATE:** August 13, 2018

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### **Action Requested:**

Adopt Resolution No. 2015-2018, amending the Schedule of Permit and Land Development Code Application Fees for the City of Jacksonville Beach, Florida.

### **Background:**

The majority of the fees in the City's current fee schedule for the various types of development related applications have been in place since 1996. Minor amendments to the fee schedule were processed in 1996, 1997 and 2004 to address fees for such items as zoning related applications and plumbing cross-connection inspections. However, the majority of the fees currently listed in the fee schedule are the amounts originally approved in 1996.

Building Inspection staff compared the City's various construction and zoning related fees against those fees of neighboring jurisdictions, and against staff costs relative to processing the various types of applications. The proposed amendments to the fee schedule are attached as Resolution No. 2015-2018, and are presented in the ~~strike-through-deletion~~/underline addition format.

They demonstrate that our current permit fees are generally 50% less than Atlantic Beach and 70% less than Duval County. Even with the requested permit fee adjustments, Jacksonville Beach will still have some of the lowest fees in the area. Attached is a table comparing Jacksonville Beach's current fees with those of adjacent jurisdictions. The intent of the amendments is to ensure that the City is



collecting sufficient revenues to cover the costs of processing the various applications received by the Planning and Development Department.

**Recommendation:**

Adopt Resolution No. 2015-2018, amending the Schedule of Permit and Land Development Code Application Fees for the City of Jacksonville Beach, Florida.

Introduced by: \_\_\_\_\_

Adopted: \_\_\_\_\_

## RESOLUTION NO. 2015-2018

### A RESOLUTION AMENDING THE SCHEDULE OF PERMIT AND LAND DEVELOPMENT CODE APPLICATION FEES FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA.

WHEREAS, Section 7-20(c) of Chapter 7 of the Code of Ordinances of the City of Jacksonville Beach, Florida, provides for the City Council, upon recommendation of the City Manager, shall by resolution establish a Schedule of Permit Fees, and

WHEREAS, Section 34-152 of Division 1 of Article VI of Chapter 34 of the Code of Ordinances of the City of Jacksonville Beach, Florida, provides for the establishment of a nonrefundable processing fee for the various categories of development permits.

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

**SECTION 1.** That the Schedule of Fees for the City of Jacksonville Beach, Florida adopted via Resolution No. 1486-96, as amended, is hereby further amended, and as amended shall read as follows:

#### SCHEDULE OF FEES

(1) ***Building and construction permits fees.*** For the purposes of determining fees, floor area of a building shall be determined at each story including all portions under roofs. Separate permit fees shall be paid for electrical, plumbing, mechanical, miscellaneous, and other permits shown elsewhere in this schedule.

- a. ~~New buildings and additions:~~ **New buildings, additions, and alterations:** As provided by Appendix K, "Recommended Schedule of Permit Fees" of the Standard Building Code **Section 109 Florida Building Code** and hereby amended.

**1. Building permit fees**

**Total Project Valuation**

**Permit Fee**

\$1,000 or less

\$ 20.00

\$1,001 to \$50,000

\$20.00 for the first \$1,000.00 plus  
\$5.00 for each additional \$1,000.00 or  
fraction thereof, to and including  
\$50,000.00

\$50,001 to \$100,000

\$260.00 for the first \$50,000.00 plus  
\$4.00 for each additional \$1,000.00 or  
fraction thereof, to and including  
\$100,000.00

\$100,001 to \$500,000

\$460.00 for the first \$100,000.00 plus  
\$3.00 for each additional \$1,000.00 or  
fraction thereof, to and including  
\$500,000.00

\$500,001 and up

\$1,660.00 for the first \$500,000.00  
plus \$2.00 for each additional  
\$1,000.00 or fraction thereof

b. **Moving fee:** For the moving of any building or structure, the fee shall be ~~\$100.00~~ \$150.00.

c. **Demolition fee:** For the demolition of any building or structure, the fee shall be ~~\$50.00~~  
\$100.00 per structure

d. **Plan check fees:** ~~A plan checking fee shall be paid to the Building Official at the time of submitting plans and specifications for checking. Said plan checking fee shall be equal to one-half of the building permit fee. Such plan checking fee is in addition to the building permit fee.~~

**Plan check fees:** In addition to the building permit fee, a non-refundable plan checking fee, equal to one-half of the building permit fee is required to be paid, even in the event a permit is not issued. Additional plan checking fees may be required for planning and zoning and fire department plan reviews. For projects valued at \$25,000 or greater, said plan checking fee shall be paid at the time of permit application submission.

e. **Re-inspection fee and/or Same Day Inspection Requests:** ~~Twenty Dollars (\$20.00)~~  
Forty Dollars (\$40.00) per re-inspection.

f. **Permit Renewal Fees.** The following permit renewal fees shall be paid when an applicant renews a permit after the original permit has expired in accordance with the Florida Building Code. If additional plan review is required, plan check fees shall be included in the renewal fee.

| <u>Completed Inspections</u>           | <u>Amount of Renewal Fee</u>       |
|--|------------------------------------|
| <u>No inspections conducted</u>        | <u>100% of original permit fee</u> |
| <u>Slab inspection approved</u>        | <u>80% of original permit fee</u>  |
| <u>All roughs inspections approved</u> | <u>50% of original permit fee</u>  |
| <u>Insulation inspection approved</u>  | <u>30% of original permit fee</u>  |
| <u>Any final inspection pending</u>    | <u>10% of original permit fee</u>  |

g. **Sign erections:** In addition to any building permit required to be obtained pursuant to the provisions of the Florida Building Code, the sign permit fee shall be twenty dollars (\$20.00) per sign display unit plus twenty cents (\$0.20) for each square foot of area of the sign unit.

(2) **Electrical permit fees.** For all electrical work requiring a permit, there shall be paid by the party obtaining a permit therefore the following fees to be collected by the Finance Department:

|  |   |
|--|---|
| <b>a. For issuing each permit</b>  | <del>\$20.00</del> <u>\$40.00</u>       |
| <br>   |   |
| <b>b. New single-family residential occupancy:</b>   |   |
| 0-100 amp service  | <del>\$25.00</del> <u>\$40.00</u>       |
| 101-150 amp service  | <del>\$30.00</del> <u>\$45.00</u>       |
| 151-200 amp service  | <del>\$35.00</del> <u>\$50.00</u>       |
| For each additional 50 amp or fractional part thereof  | <del>\$5.00</del> <u>\$10.00</u>        |
| <br>   |   |
| <b>c. Multifamily, per dwelling unit</b>   | <del>\$25.00</del> <u>\$40.00</u>       |
| <br>   |   |
| <b>d. Service change:</b>  |   |
| 0-100 amp  | <del>\$15.00</del> <u>\$30.00</u>       |
| 101-150 amp  | <del>\$20.00</del> <u>\$40.00</u>       |
| 151-200 amp service  | <del>\$25.00</del> <u>\$45.00</u>       |
| For each additional 50 amp or fractional part thereof  | <del>\$5.00</del> <u>\$10.00</u>        |
| <br>   |   |
| <b>e. New commercial service:</b>  |   |
| 0-100 amp service  | <del>\$25.00</del> <u>\$40.00</u>       |
| 101-150 amp service  | <del>\$30.00</del> <u>\$45.00</u>       |
| 151-200 amp service  | <del>\$35.00</del> <u>\$50.00</u>       |
| For each additional 50 amp or fractional part thereof  | <del>\$5.00</del> <u>\$10.00</u>        |
| <br>   |   |
| <b>f. Temporary services</b>   | <del>\$10.00</del> <u>BASE FEE ONLY</u> |
| <br>   |   |
| <b>g. Signs:</b>   | <del>\$10.00</del>                      |
| <u>Connection to existing electrical circuit</u>   | <u>NO CHARGE</u>                        |
| <u>Installation of one dedicated circuit</u>   | <u>BASE FEE ONLY</u>                    |
| <u>For each additional circuit thereof</u>   | <u>\$2.00</u>                           |
| <br>   |   |
| <b>h. Switch and receptacle outlets (except new single or multifamily construction) <del>family, multifamily, and room additions</del></b> |   |
| Up to 30 amp, each   | <del>\$0.30</del> <u>\$0.60</u>         |
| 31-100 amp, each   | <del>\$1.00</del> <u>\$2.00</u>         |
| 101-200 amp, each  | <del>\$2.00</del> <u>\$4.00</u>         |

|   |   |
|---|---|
| <b>i. Lighting outlets, including fixtures, each</b>  | \$0.30 <u>\$1.00</u>                    |
| <b>j. Primary service</b>   | \$25.00 <u>\$40.00</u>                  |
| <b>k. Transformers, per 20 kva or fractional part thereof</b>   | \$2.00 <u>\$4.00</u>                    |
| <b><del>l. Heat:</del></b>  |   |
| <del>0.0-10.0 kw</del>  | <del>\$1.00</del>                       |
| <del>10.1 kw-15.0 kw</del>  | <del>\$2.00</del>                       |
| <del>15.1 kw-24 kw</del>  | <del>\$4.00</del>                       |
| <b><del>m. Air conditioning circuits</del> <u>l. Air conditioning/heat circuits, each</u></b>                                       |   |
| Up to 60 amp  | \$2.50 <u>\$5.00</u>                    |
| 61 amp-100 amp  | \$5.00 <u>\$10.00</u>                   |
| <b><del>n. Motors</del> <u>m. Motors</u></b>  |   |
| Per each 5 hp   | \$2.00 <u>\$5.00</u>                    |
| Each additional 5 hp or fractional part thereof   | \$2.00                                  |
| <b><del>o. Appliance—fixed or stationary</del> <u>n. Appliances, each</u></b>   |   |
| Up to 30 amp  | \$1.00 <u>\$2.00</u>                    |
| 31-100 amp  | \$2.00 <u>\$4.00</u>                    |
| Over 100 amp  | \$3.00 <u>\$6.00</u>                    |
| <b><del>p. o. Smoke detectors, wired into electrical system (except single family, multifamily, and room additions), each</del></b> | <del>\$1.00</del> <u>\$3.00</u>         |
| <b><del>q. p. Fire alarm and signaling systems, each</del></b>  | <del>\$10.00</del> <u>\$100.00</u>      |
| <b><del>r. Feeders, for each 100 amps or fractional part thereof</del></b>  | <del>\$3.00</del>                       |
| <b><del>s. q. Swimming pools</del></b>  | <del>\$20.00</del> <u>\$35.00</u>       |
| <b><del>t. r. Repairs and miscellaneous</del></b>   | <del>\$10.00</del> <u>BASE FEE ONLY</u> |

(3) **Plumbing permit fees.** For all plumbing work requiring a permit, there shall be paid by the party obtaining a permit therefor the following fees to be collected by the Finance Department:

|  |                        |
|--|------------------------|
| <b>a. For issuing each permit</b>  | \$20.00 <u>\$40.00</u> |
| <b>b. <del>Roughing-in and setting fixtures or plugged outlets</del> <u>Fixture Fee, each</u></b>  | <u>\$5.00</u>          |
| <del>For water closets (toilets), bathtubs, showers, lavatories, sinks, slop sinks, laundry tubs, urinals, dishwashers, icemakers, sewers, hose bib, gas and oil interceptors, floor drains, drinking fountains, indirect waste pipe fixtures, sterilizers, autopsy tables, autoclaves, and other plumbing fixtures having a water supply or waste outlet or both, including hot water tanks or boosters, and washing machines with sewer connections:</del> | <del>\$3.50</del>      |

~~For each roughing in and fixture or plugged outlet (Fee for new roughing in includes fixture)~~

**c. Lawn sprinkler systems:**

For first 50 heads or single drip zone branch

~~\$25.00~~ BASE FEE ONLY

For each additional head thereof

~~\$0.10~~ \$1.00

For each additional drip zone branch thereof

\$5.00

**d. Cross-connection control inspection fees as follows:**

Residential repairs and replacement fixtures (water closet, bathtub, lavatory, shower, kitchen sink, dishwasher, laundry tray, clothes washer, water heater, less than 50 gals.; urinal, drinking fountain, floor sink or drain, slop sink, water softener, waster interceptor, sewer, hose bibs, re-pipe, or other minor residential repair or replacement work)

~~Inspection only.~~  
~~No fee charged~~  
\$35.00

All others:

Meter size ~~two (2) inches or less~~

\$35.00

Meter size ~~over two (2) inches~~

\$200.00

Reinspection visit

\$35.00

~~NOTE: Paragraph (3) above amended by Resolution #1520-97, adopted February 3, 1997.~~

(4) **Mechanical permit fees:** For all mechanical work requiring a permit, there shall be paid by the party obtaining the permit therefor the following fees to be collected by the Finance Department:

**a. For issuing each permit**

~~\$20.00~~ \$40.00

**b. Air conditioning and refrigeration, per system ~~total capacity in a single installation:~~**

~~Air conditioning from 1 ton to 10 tons total capacity in a single installation; for each ton or fraction thereof (each apartment or business shall be considered a separate system) 0-10 tons (each dwelling, apartment or business shall be considered a separate system)~~

~~\$4.00~~ \$10.00

~~For each ton of air conditioning over 10 tons or fractional part thereof up to 25 tons~~

\$2.00

~~For each ton of air conditioning over 25 tons or fractional part thereof~~

\$1.00

**c. Furnaces and heating equipment, ~~total capacity in a single installation per system:~~**

~~For the first 200,000 BTU per hour capacity or fractional part thereof per system (each dwelling, apartment or business shall be considered a separate system)~~

~~\$8.00~~ \$10.00

~~For each additional 50,000 BTU per hour of fuel used or fractional part thereof~~

~~\$2.00~~ \$5.00

~~Any burner not in a heating system, each~~

\$6.00

**d. Boilers, including heating element:**

For the first 500,000 BTU per hour input of fuel

~~\$15.00~~ \$25.00

|  |                                   |
|--|-----------------------------------|
| For each additional 100,000 BTU per hour input of fuel or fractional part thereof  | <del>\$3.00</del> <u>\$5.00</u>   |
| <b>e. Air duct systems:</b>  |                                   |
| For the first <u>0-2,000</u> cubic feet per minute (cfm) capacity of air handled in duct system  | <del>\$8.00</del> <u>\$15.00</u>  |
| <del>For each 1,000 cfm over 2,000 cfm or fractional part thereof up to 10,000 cfm</del>   | <del>\$4.00</del>                 |
| For each additional 1,000 cfm or fractional part thereof   | <del>\$2.00</del> <u>\$5.00</u>   |
| <b>f. Pumps, each</b>  | <del>\$2.00</del> <u>\$10.00</u>  |
| <del><b>g. Wells, each</b></del>   | <del>\$10.00</del>                |
| <b>h. g. Tanks – all types, gasoline or liquefied petroleum, each:</b>   |                                   |
| <del>0-600 gallons</del> <u>0-1000 gallons</u>   | <del>\$10.00</del> <u>\$20.00</u> |
| <del>Over 600 to 10,000 gallons capacity or fractional part thereof</del>  | <del>\$15.00</del>                |
| For each additional 1,000 gallons or fractional part thereof   | <del>\$2.00</del> <u>\$5.00</u>   |
| <b>i. h. Service station automobile lifts, each</b>  | <del>\$5.00</del> <u>\$15.00</u>  |
| <b>j. i. Elevators, escalators, manlifts ÷ , per floor</b>   | <u>\$15.00</u>                    |
| Hoists for the first 4 floors  | <u>\$15.00</u>                    |
| <b>k. Fire sprinkler systems ÷</b>   |                                   |
| <del>For the first 0-40 sprinkler heads or fractional part thereof</del>   | <del>\$15.00</del>                |
| <del>For each additional 10 sprinkler heads or fractional part thereof</del>   | <del>\$2.00</del>                 |
| <b>l. Fire standpipe, each</b>   | <u>\$3.00</u>                     |
| <b>m. Fire hose cabinets, each</b>   | <u>\$3.00</u>                     |
| <b>n. j. Prefabricated fireplaces, each</b>  | <del>\$15.00</del> <u>\$25.00</u> |
| <b>o. k. Alteration or repair of boiler or a fixed pressure vessel, each</b>   | <del>\$15.00</del> <u>\$25.00</u> |
| <b>p. l. Solar water heater collector system, each</b>   | <del>\$15.00</del> <u>\$25.00</u> |
| <b>q. Commercial hood installation, each</b>   | <del>\$15.00</del> <u>\$25.00</u> |
| <b>r. Heat exchanger or coil in ducts</b>  | <u>\$5.00</u>                     |
| <b>s. m. For any mechanical fee work not listed in this section, the fee shall be based on <del>\$4.00</del> <u>\$7.00</u> per \$1,000 valuation</b> |                                   |

**(5) Gas piping permit fees:** For all consumer gas piping and appliances at one location requiring a permit, there shall be paid by the party obtaining a permit therefor the following fees to be collected by the Finance Department:

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| <b>a. For issuing each permit</b> | <del>\$20.00</del> <u>\$40.00</u> |
|-----------------------------------|-----------------------------------|

|  |                             |
|--|-----------------------------|
| <b>b. Outlets:</b>   |                             |
| 1-4 <u>Upto 4 outlets</u>  | \$5.00 <u>\$10.00</u>       |
| For each additional outlet <u>thereof</u>  | <u>\$1.00 \$2.00</u>        |
| <del>e. For conversion burners, floor furnaces, incinerators, boilers, central heat and air conditioning units</del> | \$5.00                      |
| <del>For each additional unit</del>  | \$1.00                      |
| <b>c. <u>Vented wall furnaces and water heaters, each unit</u></b>   | <b>\$2.50 <u>\$5.00</u></b> |

**(6) Miscellaneous Fees:**

|  |                                 |
|--|---------------------------------|
| <b>a. <u>Siding</u></b>  | <b><u>\$100.00</u></b>          |
| <b>b. <u>Window/Door Replacement</u></b>   |                                 |
| <u>Base Fee</u>  | <u>\$40.00</u>                  |
| <u>Per each window and/or door</u>   | <u>\$1.00</u>                   |
| <b>c. <u>Subsequent Resubmission and/or Addendum Fees, per review</u></b>  | <b><u>\$40.00</u></b>           |
| <b>d. <u>Change of Contractor/Modifications to Active Permits</u></b>  | <b><u>\$40.00</u></b>           |
| <b>e. <u>Permit Extension</u></b>  | <b><u>\$40.00</u></b>           |
| <b>f. <u>Temporary construction sales and/or job trailer</u></b>   | <b><u>\$100.00</u></b>          |
| <b>g. <u>Temporary construction storage structure (PODS)</u></b>   | <b><u>\$25.00</u></b>           |
| <b>h. <u>After hours construction permit</u></b>   | <b><u>\$25.00</u></b>           |
| <b>i. <u>Penalty fee for work without permit</u></b>   | <b><u>Double Permit Fee</u></b> |
| <b>j. <u>Temporary tent, each (includes Fire Marshal Plan Review)</u></b>  | <b><u>\$40.00</u></b>           |
| <b>k. <u>Conditional certificate of occupancy or completion</u></b>  | <b><u>\$100.00</u></b>          |
| <b>l. <u>Private Provider Fee Adjustments:</u></b>   |                                 |
| i. <u>Building permit fees shall be reduced by \$100, but not below the base fee, for residential one or two family dwelling new construction or additions when being inspected by a private provider.</u>   |                                 |
| ii. <u>Building permit plan check fees shall be reduced by twenty-five percent (25%) for residential one or two family dwelling for new construction, additions, or alterations when being reviewed by a private provider.</u>                                 |                                 |
| iii. <u>Building permit fees shall be reduced by ten percent (10%), but not below the base fee, for residential alterations, commercial or multiple-family dwelling new construction, additions or alterations when being inspected by a private provider.</u> |                                 |

**iv. Building permit plan check fees shall be reduced by twenty-five percent for commercial or multiple-family dwelling new construction or additions when being reviewed by a private provider.**

**(7) Fire plans review/permit fees:** For all work requiring Fire Marshal plan review, there shall be paid by the party obtaining a permit therefor the following fees to be collected by the Finance Department:

|  |                        |
|--|------------------------|
| <b><u>a. Fire Plan Review Fee-New Construction Plan Review Charge (Based on average review of one hour)</u></b>      | <b><u>\$70.00</u></b>  |
| <b><u>b. Fire Sprinkler System New Plan Review</u></b>   | <b><u>\$70.00</u></b>  |
| <b><u>c. Fire Sprinkler Head Relocation Review</u></b>   | <b><u>\$35.00</u></b>  |
| <b><u>d. Fire Alarm System New Plan Review</u></b>   | <b><u>\$70.00</u></b>  |
| <b><u>e. Fire Alarm System Alteration</u></b>  | <b><u>\$35.00</u></b>  |
| <b><u>f. Fire Standpipe (If permitted separate from sprinkler system)</u></b>  | <b><u>\$70.00</u></b>  |
| <b><u>g. Fire Pump Plan Review</u></b>   | <b><u>\$105.00</u></b> |
| <b><u>h. Fire Main Underground Review: Flush, Visual, Pressure (If permitted separate from sprinkler system)</u></b> | <b><u>\$70.00</u></b>  |
| <b><u>i. Commercial Kitchen Exhaust Hood Plan Review</u></b>   | <b><u>\$70.00</u></b>  |
| <b><u>j. Fire Suppression Gasous Systems Plan Review</u></b>   | <b><u>\$70.00</u></b>  |
| <b><u>k. Fire Plan Review Awnings</u></b>  | <b><u>\$17.50</u></b>  |
| <b><u>l. Fire Plan Paint Booth Review</u></b>  | <b><u>\$70.00</u></b>  |

**(6) 8) Zoning application, development plan, right of way/easement abandonment, and subdivision fees:** For all zoning applications, development plans, right of way/easement abandonments, and subdivision requiring a development permit, there shall be paid by the party obtaining a permit therefor the following fees to be collected by the Finance Department:

|  |   |
|--|---|
| <b>a. Application for site specific comprehensive plan amendment</b>                             | <b>\$1,000.00 <u>plus advertising costs</u></b> |
| <b>b. Change in zoning classification or text amendment to the land development code</b>         | <b>\$1,000.00 <u>plus advertising costs</u></b> |
| <b>c. Application for development permit for a conditional use</b>                               | <b><del>\$250.00</del> <u>\$500.00</u></b>      |
| <b>d. Application for a variance or appeal of an interpretation of the land development code</b> | <b><del>\$250.00</del> <u>\$500.00</u></b>      |
| <b>e. Application for a concept plan for a subdivision plat</b>                                  | <b>\$250.00</b>                                 |

|   |                     |
|---|---------------------|
| <u>Subsequent Resubmission and/or Addendum Fees, per review</u>   | <u>\$40.00</u>      |
| <b>f. Application for a <del>development plan for a final plat:</del></b>                               |                     |
| Base fee  | \$250.00            |
| Additional charge per lot   | \$20.00             |
| <b>g. Application for development plan approval for a site plan <u>or development plan for plat</u></b> |                     |
| Base fee  | \$250.00            |
| Additional charge for each square foot of site area (maximum fee = \$1500.00)                           | \$0.0025            |
| <u>Subsequent Resubmission and/or Addendum Fees, per review</u>   | <u>\$40.00</u>      |
| <b>h. Application for type I home occupation</b>  | \$20.00             |
| <b>i. Site clearing and tree removal permit:</b>  | <u>\$150.00</u>     |
| <del>Parcel size less than 1/2-acre</del>   | <del>\$100.00</del> |
| <del>Parcel size 1/2-acre to 1-acre</del>   | <del>\$150.00</del> |
| <del>Additional for each acre over 1-acre</del>   | <del>\$50.00</del>  |
| <b>j. Right of way or easement abandonment (partial or complete)</b>                                    | \$350.00            |
| <b><u>k. Interpretation of land development code</u></b>  | <u>\$50.00</u>      |
| <b><u>l. Land use/zoning verification letter per parcel</u></b>   | <u>\$50.00</u>      |

~~NOTE: Paragraph (6) above amended by Resolution #1513-96 adopted December 2, 1996 and by Resolution #1705-2004 adopted July 6, 2004.~~

**SECTION 2.** This resolution shall be effective upon its passage as provided by law.

**AUTHENTICATED THIS \_\_\_ DAY OF AUGUST, A.D. 2018:**

\_\_\_\_\_  
William C. Latham, MAYOR

\_\_\_\_\_  
Laurie Scott, CITY CLERK

## Building Permit Fee Comparative Analysis January 2018

(Average fee for residential construction)

|                        | Jacksonville Bch | Atlantic Bch | Duval County |
|------------------------|------------------|--------------|--------------|
| Electric 200 amp svc   | \$55.00          | \$70.00      | \$170.00     |
| Multi-family per unit  | \$25.00          | \$50.00      | \$80.00      |
| Temp pole svc          | \$30.00          | \$35.00      | \$80.00      |
| Service change         | \$45.00          | \$50.00      | \$100.00     |
| Signs, per display     | \$10.00          | \$35.00      | \$40.00      |
| Plumbing base fee      | \$20.00          | \$55.00      | \$60.00      |
| Fixture fee, each      | \$3.50           | \$7.00       | \$11.00      |
| Mechanical base fee    | \$20.00          | \$55.00      | \$60.00      |
| HVAC, per ton          | \$4.00           | \$8.00       | \$11.00      |
| Furnaces, per 200k BTU | \$8.00           | \$20.00      | \$22.00      |
| Solar systems          | \$15.00          | \$30.00      | \$22.00      |
| Sign Erection base fee | \$20.00          | \$75.00      | \$80.00      |
| Re-inspection fee      | \$20.00          | \$55.00      | \$75.00      |

**\*\*This random comparison of fees indicates that the City of Jacksonville Beach Permit fees are on average 50% less than Atlantic Beach and 70% less than Duval County\*\***

| 2018 Fire Draft Fee Schedule   | Proposed COJB Rate | Current COJB Rate                               | COJ Rate                                | SJC Rate                                 |
|--|--------------------|---|---|--|
| Fire Plan Review Fee-New Construction Plan Review Charge<br>(Based on average review of 1 hour)                      | \$70.00            | 0   | \$150.00-\$625.00                       | \$71.00                                  |
| Fire Sprinkler New Permit & Plan Review  | \$70.00            | \$15.00   | \$150.00-\$625.00                       | \$81.00                                  |
| Fire Sprinkler Relocate Head Permit & Plan Review  | \$35.00            | \$15.00   | \$125.00-\$175.00                       | \$81.00                                  |
| Fire Alarm Permit & Plan Review  | \$70.00            | \$45.00   | \$150.00-\$625.00                       | \$54<br>(plus a 1.50 per device over 10) |
| Fire Alarm System Alteration Permit & Plan Review  | \$35.00            | \$10.00   | \$100.00-\$175.00                       | \$54<br>(plus a 1.50 per device over 10) |
| Fire Standpipe Permit & Plan Review<br>(If permitted separate from sprinkler system)                                 | \$70.00            | \$20 Base fee + Plan<br>Check Fee + \$3.00 each | not listed, believed<br>under sprinkler | \$54.00                                  |
| Fire Pump Plan Review  | \$105.00           | 0   | \$175.00                                | \$100.00                                 |
| Fire Main Underground Permit & Plan Review: Flush, Visual,<br>Pressure (If permitted separate from sprinkler system) | \$70.00            | 0   | \$160.00                                | \$75.00                                  |
| Commercial Kitchen Exhaust Hood Permit & Plan Review   | \$70.00            | \$52.50   | \$125.00                                | \$66.00                                  |
| Fire Suppression Gasous Systems Permit & Plan Review<br>(FM200, Dry Chem, CO2, Halon, Etc)                           | \$70.00            | \$42.00   | \$125.00                                | \$68.00                                  |
| Fire Plan Review Awnings   | \$17.50            | 0   | \$125.00                                | unreported                               |
| Fire Plan Tent Review  | \$17.50            | 0   | \$100.00                                | \$54.00                                  |
| Fire Plan Paint Booth Review   | \$70.00            | 0   | \$125.00                                | unreported                               |