



Agenda
City Council

Monday, July 17, 2017

7:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

CALL TO ORDER

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

ROLL CALL

APPROVAL OF MINUTES

- a. 17-113 City Council Briefing Held June 19, 2017
- b. 17-114 Regular City Council Meeting Held June 19, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- a. 17-115 Accept the Monthly Financial Reports for the Month of June 2017
- b. 17-116 Approve a Commercial Lease Agreement with *Mauriello's Lawn Service & Landscaping, Inc.*, for Property at the Industrial Park

- c. 17-117 Approve the Purchase of Four Hard Drives from CDW for \$45,326.64 Based on Pricing from the State of Florida Contract
- d. 17-118 Approve the Purchase of the Hasler M3300 Document Folder/Inserter for \$7,956 Based on Pricing from the State of Florida Contract
- e. 17-119 Approve the Quote from *Trio-Vision* to Remove the City's Existing Mobile Closed Circuit Television Camera System Equipment from Its Existing Old Van and Install the Equipment into the New Replacement Van
- f. 17-120 Approve Cost Share Reimbursement to Church of Our Savior for Upgrading New Public Water Main to 8" Diameter and Extending it through Its Property to Improve Water Pressure to the Hopson Road Area

RESOLUTIONS

17-121 RESOLUTION NO. 1985-2017

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA RELEASING, VACATING, AND ABANDONING A TEN (10) FOOT WIDE UTILITY EASEMENT RUNNING IN A NORTHERLY AND SOUTHERLY DIRECTION ALONG THE WESTERLY BOUNDARY LINE OF A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, AS RECORDED IN VOLUME 2980 PAGE 499 THROUGH PAGE 501, OF THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA. (This vacates an easement on the Church of Our Savior property. They are providing the City with a new easement that better suits our needs.)

ORDINANCES

- a. 17-122 **ORDINANCE NO. 2017-8090 (First Reading) (Public Hearing)**
AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-346. INDUSTRIAL DISTRICT: I-1, PARAGRAPH (B) *PERMITTED USES*, SUBPARAGRAPH (5) TO ADD "FIREARMS MANUFACTURING AND RETAIL SALES" AS A PERMITTED MANUFACTURING ESTABLISHMENT; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows Firearms Manufacturing and Retail Sales in an Industrial Zone)

- b. 17-123 **ORDINANCE NO. 2017-8091 (First Reading) (Public Hearing)**
- AN ORDINANCE TO AMEND ORDINANCE NO. 2011-8012, ADOPTING THE 2030 COMPREHENSIVE PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY REVISING THE TEXT OF FUTURE LAND USE POLICY LU 1.2.7; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Allows the Floor Area Ratio for the Beaches Baptist Hospital to be changed to .55)**
- c. 17-124 **ORDINANCE NO. 2017-8092 (First Reading) (Public Hearing)**
- AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-344. COMMERCIAL SERVICE: CS, PARAGRAPH (B) *PERMITTED USES* TO ADD "COMMERCIAL ART, PHOTOGRAPHY AND STENOGRAPHIC SERVICES" TO SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows Commercial Art, Photography and Stenographic Services as a permitted use in a Commercial Service Zone)**
- d. 17-125 **ORDINANCE NO. 2017-8093 (First Reading) (Public Hearing)**
- AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING DIVISION 2, ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARD, SECTIONS 34-340, 34-341, 34-342, 34-343, 34-344, 34-345, AND 34-346 OF ARTICLE VII. ZONING DISTRICTS, AND BY AMENDING DIVISION 2. SUPPLEMENTAL STANDARDS, SECTION 34-407 OUTDOOR RESTAURANTS AND BARS OF ARTICLE VIII. SITE DEVELOPMENT STANDARDS TO MODIFY THE LIMITATIONS AND CONDITIONS FOR OUTDOOR RESTAURANTS AND BARS; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows outdoor seating of 200 sq. ft. or less for restaurants as a permitted use. Allows low volume outdoor noise.)**

ADJOURNMENT**NOTICE**

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

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

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

Minutes of City Council Briefing
Monday, June 19, 2017 – 5:30 P.M.
City Council Chambers Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

The Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor William C. Latham

Lee Buck
Keith Doherty
Christine Hoffman
Bruce Thomason
Jeanell Wilson
Phil Vogelsang (absent)

Also present were City Manager George Forbes, Director of Planning and Development Bill Mann, Police Chief Pat Dooley and City Department Directors.

Purpose of Briefing

The purpose of the briefing is to update the Council Members on projects including, but not limited to, beach renourishment, the dog park, the water meter replacement program and J. Johnson Gallery parking.

City Manager

- Mr. Forbes stated in addition to the new noise ordinance, the current zoning ordinance must be changed. With this change, Bill Mann explained all restaurants would be allowed up to 200 square feet of outdoor seating without a conditional use permit. However, if a restaurant has over 200 square feet of outdoor seating, a conditional use permit would be required.
- Mr. Forbes suggested the option of increasing the rate for paid parking lots to \$10 on holidays and during festivals. He referenced the fact that a \$10 fee for parking at Jacksonville Beach is still cheaper than the current parking fees in the surrounding areas. Mr. Forbes also suggested changing the starting time for paid parking on Fridays to start earlier than 8:00 P.M. and adding paid parking in the month of October.
- Mr. Forbes explained the plan for installing new permeable turf at the dog park in the large dog area. He stated \$75,000 would be donated towards the total amount of \$150,000 and would help with the cost of the new turf and installation. However, because of the new upgrade to the large dog section, Mr. Forbes suggested raising the yearly membership fee to \$100, which would assist with building a fund for future maintenance.
- City Engineer Robin Smith, with the Public Works Department, stated the water meter replacement program started two weeks ago, and 54 meters have been replaced, averaging about ten meters per

day. Once the initial installation period is complete, the goal is to change 50-100 meters a day with completion expected in March 2018. The installations of the new meters will be scheduled based on the customer's billing cycle resulting in no interruptions or changes in their billing.

- Mr. Forbes stated the Donna Deegan "Brick-by-Brick" breast cancer awareness campaign has not started as of yet but would hopefully start very soon.
- Mr. Forbes reported approximately 625,000 sea oats are scheduled to be planted by mid-August. The last of the dunes restoration is expected to be completed in mid to late July. The Army Corp of Engineers placed 5,000 cubic yards of sand on the dunes between 14th – 16th Avenue South making the dunes twice as large as needed. In conjunction with the City of Jacksonville, trucks are scheduled to move that sand further south towards 26th Avenue South to rebuild the dunes located there.
- Deputy City Manager, Trish Roberts, has been working closely with the City's Code Enforcement Officer and the local sea turtle patrol, as well as actively reviewing the policies regarding the sea turtles to learn if any changes need to be made.
- Mr. Forbes explained there are two new legislative laws that could affect the financial condition of the City of Jacksonville Beach. If approved by voters in November 2018, an additional \$25,000 homestead exemption would be in effect. This additional exemption may cost the City approximately \$500,000. In addition, starting as early as July 1, 2017, the legislature approved the installation of numerous 5G small wireless facilities to be placed throughout the City. These small wireless facilities can include 50-foot poles or 28 cubic foot devices.
- Attorney Steve Diebenow spoke on behalf of the former owner of J. Johnson Gallery about the possible option of obtaining additional parking to accommodate the needs of the two future high-end restaurants. Mr. Forbes led a discussion between the Council and Mr. Diebenow regarding several different options for additional parking for former J. Johnson Gallery property. These options included buying or leasing adjacent lots. Mr. Doherty stated the option of selling a parking lot currently owned by the City to Mr. Diebenow's client would be unfair and could bring legal action. Mr. Diebenow stated he and the current property owner would be open to exploring many different options with the City.

The briefing adjourned at 6:20 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant, City Clerk's Office

Approved:

William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, June 19, 2017, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

A moment of silence was held in honor of Mr. William (Bill) Brinton, 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 were City Manager George Forbes, City Attorney Susan Erdelyi, Deputy City Manager Trish Roberts, Director of Public Works Ty Edwards, Director of Parks and Recreation Jason Phitides, City Clerk Laurie Scott, and Staff Assistant Mandy Murnane.

APPROVAL OF MINUTES

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

- City Council Shade Meeting and Executive Session held June 5, 2017
- Regular City Council Meeting held June 5, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

Speakers:

- Rick Knight, 827 8th Avenue North, Jacksonville Beach, expressed his concerns about incidents related to the new waste disposal company that have been occurring in his area.
- Fernando Meza, 607 7th Avenue South, Jacksonville Beach, spoke regarding the noise ordinance as it affects his local business.
- Brenda Shields, 315 18th Street North, Jacksonville Beach, spoke regarding the noise ordinance and the enforcement of the new permits issued.
- Marie Bingham, 38 Coral Way, Jacksonville Beach, thanked City of Jacksonville Beach employees for their dedication to customer service, Jason Phitides and the Parks and Recreation staff for their improvements to the Dog Park, and the Police Department for their professionalism and hard work.

- Casey Jones, 358 11th Street, Atlantic Beach, spoke regarding sea turtle protection.

MAYOR AND CITY COUNCIL

(a) Item #17-100, Proclamation – Susan King Day

Mayor Latham and Council Member Hoffman recognized Ms. Susan King for the many contributions made to beaches area families and our community and proclaimed June 19, 2017, as Susan King Day.

CITY CLERK

CITY MANAGER

(a) Item #17-101, Accept the Monthly Financial Reports for the Month of May 2017

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to accept the financial reports for the month of May 2017, as submitted by the Chief Financial Officer.

Mayor Latham requested a roll call vote, as there was no discussion on the item.

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

(b) Item #17-102, Approve the Council Budget Workshop Schedule

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the Budget Workshop Schedule as proposed by the City Manager in a memo dated June 6, 2017.

Mr. Thomason encouraged residents to attend the upcoming budget workshops.

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

(c) Item #17-103, Authorize the City's Participation with the City of Neptune Beach in Milling, Paving and Striping of Seagate Avenue

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to authorize \$71,995.00 to fund the City's portion of the cost of the Mill and Repave Project for the eastbound lane of Seagate Avenue from 3rd Street North to Penman Road as explained in the memorandum from the Public Works Director dated June 7, 2017.

Mr. Forbes gave a brief overview of the road improvements, including additional pedestrian crosswalks, to take place on Seagate Avenue.

Ms. Wilson stated she supports the improvements to Seagate Avenue.

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

(d) Item #17-104, Approve the Installation of Both a 4" and 2" Natural Gas Main to the Two (2) Restaurant Locations at Beach Marine Located on the North Side of Beach Blvd

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the installation of a natural gas main by TECO People's Gas in the amount of \$84,000 as described in the memorandum from the Director of Beaches Energy Services dated June 8, 2017.

Mr. Forbes said the installation of the natural gas main on the north side of Beach Boulevard would provide significant cost savings for current and future customers and would allow the City the opportunity to serve other nearby locations in the future.

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

(e) Item #17-105, Approve the Purchase and Installation of Luxury Vinyl Tile Flooring from Carpet Image for the Exhibition Hall and Tennis Center

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the purchase and installation of Luxury Vinyl Tile flooring from Carpet Image for the Exhibition Hall and Tennis Center as described in the memorandum from the Director of Parks and Recreation dated June 8, 2017.

Mr. Forbes stated the Luxury Vinyl flooring system would look like wood and be an excellent choice for heavy foot traffic locations as it is low maintenance, waterproof and scratch resistant.

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

(f) Item #17-107, Award Bid No. 1617-10 Pad Mount Switchgear to the lowest qualified bidders, Anixter, Inc. and Gresco Utility Supply Inc.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Bid No. 1617-10 Pad Mount Switchgear for Beaches Energy to the lowest qualified bidders, *Anixter Inc. and Gresco Utility Supply Inc.* as explained in the memorandum from the Director of Beaches Energy Services dated May 10th, 2017.

Mr. Forbes stated the switchgear is an annual standard item for Beaches Energy and used to minimize power outages.

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

(g) Item #17-106, Approve the Purchase and Installation of Field Turf at the South Beach Park Sports Field from FieldTurf USA, Inc.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the purchase and installation of Field Turf at the South Beach Park sports field from FieldTurf USA, Inc., as described in the memorandum from the Director of Parks and Recreation dated June 12, 2017, contingent on CRA funding. Authorize the City Manager to send this request to the Redevelopment Agency for funding.

Mr. Forbes stated the South Beach Park sports field usage significantly exceeds the normal levels of natural grass playability and the field is in constant need of repair and attention. The excessive maintenance costs lead to either limiting or eliminating the league play or selecting an artificial alternative.

FieldTurf USA, Inc. representative, Chris Wedge, and Director of Parks and Recreation, Jason Phitides, provided a sample of the 'cool field' product and reviewed the benefits of the turf material. The non-toxic, temperature-mitigating properties of the artificial turf allow for a cooler playing surface, increased hours of use without the wear and tear of natural grass and reduce labor maintenance time to about four hours a month.

Both Mr. Vogelsang and Mr. Doherty shared in their support of the artificial turf installation, adding the safety of those who use it is worth the up-front cost.

Ms. Wilson asked how long this product has been in use and what would happen if, in ten years, the city no longer wishes to replace the turf?

Mr. Wedge said the artificial turf fields began to be used in 1996 and the cool field has been in use for three years. Many universities in Florida have had artificial turf for over ten years. Should the City like to revert to natural grass; it is a process of replanting the soils and natural grass upon removing the turf.

Ms. Wilson stated she did not want to invest in an untested product.

Mr. Buck said he is totally in favor of upgrading from the current natural grass.

Mr. Thomason asked about the porous surface and puddling, to which Mr. Wedge responded by stating that the proper drainage would be completed and puddling will not happen unless all areas are surrounded by water with no place to drain. Secondly, Mr. Thomason asked if wearing cleated footwear would cause any damage to field product. Mr. Wedge responded by explaining that typically a 3/8 molded, plastic cleat would be best on this surface. The player could use screw in cleats, or basketball shoes, but you are generally looking for more traction. The system is engineered to be able to have clear penetration from the cleats.

Mr. Forbes reminded the Council Members that the turf installation would be a pilot project.

Roll call vote: Ayes – Buck, Doherty, Hoffman, Thomason, Vogelsang,

and Mayor Latham.
Nays – Wilson.
The motion passed by a 6-1 vote.

RESOLUTIONS:

(a) Item # 17-108, RESOLUTION NUMBER 1984-2017

Mayor Latham requested that the City Clerk read Resolution No. 1984-2017, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION PROVIDING FOR THE DONATION OF SURPLUS PROPERTY”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution 1984-2017 authorizing the donation of surplus property to the HEAL Foundation, as described in the memorandum from the Director of Parks and Recreation dated June 13, 2017.

Mr. Forbes stated the local non-profit HEAL Foundation originally gave the money to the City for surfboards and kayaks. This resolution returns the equipment back to the HEAL foundation for future surf camps.

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

(b) Item # 17-109, RESOLUTION NUMBER 1977-2017

Mayor Latham requested that the City Clerk read Resolution No. 1977-2017, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION ESTABLISHING RATES AND FEES FOR THE MUNICIPAL COMMUNITY CENTER AND EXHIBITION HALL AT SOUTH BEACH PARK.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution 1977-2017 establishing rates and fees and other provisions for the Municipal Community Center and Exhibition Hall at South Beach Park with the modified scrivener's error on page one of two of the Resolution.

Mr. Forbes reported the increased fees for the use of these facilities is justified as they have not been increased in the last eight to ten years.

Ms. Hoffman agreed with Mr. Forbes regarding the fee increases. Also, she brought to Council's attention a scrivener's error on the table on page one of two relating to the deposit amounts.

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

(c) **Item # 17-110, RESOLUTION NUMBER 1978-2017**

Mayor Latham requested that the City Clerk read Resolution No. 1978-2017, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION ESTABLISHING RATES, CHARGES, AND FEES FOR THE MUNICIPAL CEMETERY, AND CREATING A SEPARATE CAPITAL IMPROVEMENT ACCOUNT.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution 1978-2017 establishing rates, charges, and fees for the municipal cemeteries.

Mr. Forbes stated the resolution had been revised to make it a complete listing of all rates and fees that could be charged at the cemeteries. The vast majority of the funds are used towards the capital improvements in the cemeteries.

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

(d) **Item # 17-111, RESOLUTION NUMBER 1979-2017**

Mayor Latham requested that the City Clerk read Resolution No. 1979-2017, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES FOR THE MUNICIPAL BALL FIELDS AND SPORTS FIELDS.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution 1979-2017 establishing rates, charges and fees for the municipal ball fields and sports fields.

Mr. Forbes noted that the fee increases correlate with the rate of inflation since the last change.

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

(e) **Item # 17-112, RESOLUTION NUMBER 1983-2017**

Mayor Latham requested that the City Clerk read Resolution No. 1983-2017, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION APPROVING THE TEMPORARY EASEMENT AND THE PERPETUAL EASEMENT FROM THE CITY OF JACKSONVILLE BEACH TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE ROAD A1A DRAINAGE IMPROVEMENTS PROJECT HAVING FINANCIAL PROJECT NUMBER 4360771, FOR IMPROVEMENTS ALONG THE DEPARTMENT'S DRAINAGE CHANNEL AT 15TH AND 18TH AVENUES NORTH AND SEAGATE AVENUE.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution 1983-2017, authorizing the Mayor and City Manager to execute the Temporary Easement and the Perpetual Easement to facilitate the construction by the Florida Department of Transportation of the State Road A1A Drainage Improvements Project.

Mr. Forbes reviewed the design of the FDOT A1A Drainage Improvements Project. The FDOT is requesting a Perpetual Easement for the new bridges and a Temporary Easement during the fifty-four-month construction of the {8th Street drainage channel} project. The new bridges would be located at Seagate Avenue, 15th Avenue North, and 18th Avenue North. The City of Jacksonville Beach would be responsible for maintaining the bridges at 15th and 18th Avenues North, and would jointly maintain the bridge at Seagate Avenue with Neptune Beach.

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

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to authorize the Mayor and City Manager to execute with the Florida Department of Transportation the two Agreements, subordinating the City's interest in the land of both the Perpetual Easement and the Temporary Easement. This will facilitate FDOT funding the relocation of City facilities within these areas.

Mr. Forbes explained that the City must subordinate its interest to FDOT in the land with both the Perpetual Easement and the Temporary Easement to facilitate the FDOT paying for the relocation of any City utilities within the construction areas.

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

ORDINANCES

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:40 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, Mayor

Date: _____

Draft

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
SUBJECT: Monthly Financial Reports for June 2017
DATE: July 5, 2017

Action Requested

Accept the monthly financial reports for the month of June 2017.

Background

The monthly financial reports for June 2017 are provided for your information and review. These reports can be found in the "Reports and Information" portion of this agenda.

Recommendation

Accept the financial reports for the month of June 2017, as submitted by the Chief Financial Officer.



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George Forbes, City Manager
FROM: Luis F. Flores, Property & Procurement Officer
DATE: June 13, 2017
SUBJECT: Mauriello's Lawn Service & Landscaping, Inc.

ACTION REQUESTED

Approve a Commercial Lease Agreement with *Mauriello's Lawn Service & Landscaping, Inc.* for property at the Industrial Park.

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Currently there is approximately 35,500 square feet of vacant land available for lease.

Mauriello's Lawn Service & Landscaping, Inc. (Tenant) is a local company providing quality landscape and lawn maintenance services to Jacksonville and The Beaches (Ponte Vedra Beach, Jacksonville Beach, and Atlantic Beach). *Mauriello's* provides comprehensive landscape maintenance and pest control programs to a predominantly residential client base. Their office is located at 3948 Third Street South. They have operated in Jacksonville Beach for the past 18 years.

Mauriello's Lawn Service & Landscaping, Inc. (Tenant) would like to lease 19,747 square feet of vacant land. The Tenant plans to move a modular office trailer (approximately 720 square feet) to the property for office space and use the remaining land space for equipment storage. The proposed use is acceptable under Sec. 34-346 Industrial district: I-1 zoning. Total monthly rent would be \$1,777.23.

The Tenant will pay for the set-up charges for water, sewer and electric utilities to the property at a cost of approximately \$2,575.

Key provisions of this lease are as follows:



- The lease is for a period of five (5) years, with options to renew for three-year increments at the sole discretion of the City Manager.
- To offset utility set-up costs, the Tenant will be afforded three (3) months grace period where the Tenant is not required to pay rent, ending on November 1st 2017.
- Use of the land and building is solely for commercial office space and equipment storage.
- The land may not be used as a junk yard, and the Tenant may not do repairs to equipment on the premises.
- The initial lease rate will be \$1.08 per square foot for 19,747 square feet of land per annum. Total lease rate is \$21,326.76 per annum or \$1,777.23 per month.
- The rate will increase by 4% each year. The Tenant is also responsible for ad valorem and property taxes.
- The Tenant shall be responsible to maintain and keep the property in good condition and repair throughout the term of the lease.
- The Tenant shall provide privacy fence fabric around the leased space prior to storing inventory and equipment.
- The Tenant shall maintain liability insurance and co-insure the City of Jacksonville Beach.
- Title to and interest in all permanent structures built and improvements made by the Tenant, shall vest with the City.
- The Tenant may not assign the lease or sublease the property.

RECOMMENDATION

Authorize the City Manager and Mayor to execute a lease with *Mauriello's Lawn Service & Landscaping, Inc.* for property at the Jacksonville Beach Industrial Park, as described in the memorandum from the Property & Procurement Officer dated June 13th 2017.

COMMERCIAL LEASE AGREEMENT

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

www.jacksonvillebeach.org

This Lease is executed on this 1st day of August, 2017, 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 Mauriello's Lawn Service & Landscaping, Inc. a Florida Corporation whose mailing address is 3948 Third Street South, Jacksonville Beach, FL 32250 ("TENANT").

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

1. LEASED PROPERTY.

CITY hereby demises and leases to TENANT, and TENANT hereby hires, rents, and leases from CITY, real property located at the former Jacksonville Beach City Yard, now known as the Industrial Park, located at 722-H 10th Street South, Jacksonville Beach, Florida 32250, Duval County. The leased property consists of 19,747 square feet of land and is more particularly described in Attachment A to this Lease.

2. TERM.

(a) Initial Term: The initial term of this Lease shall be five (5) years, commencing on August 1, 2017 and terminating on July 31, 2022. The lease is renewable for additional three-year terms upon the sole discretion of the City Manager and may be terminated during any extension period by either party with 365 days notice.

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 \$21,326.76 plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The initial monthly rent shall start at \$1,777.23 plus any such taxes, fees, or assessments billed for that month. This rental rate is based on 19,747 square feet of land at a beginning rate of \$1.08 per square foot per year. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing or \$50.00, whichever is greater.

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

The CITY will grant a grace period of three (3) months for the TENANT to pay for set up fees for water, sewer and electric utility services to the leased property and to provide the fencing to enclose the common boundary and access area. The first monthly rent payment will be due at the end of the grace period, on November 1st 2017.

4. STANDARD PROVISIONS.

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

and made a part of this Lease.

5. SPECIAL PROVISIONS.

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

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

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

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

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

(e) The CITY plans to construct a paved road to provide ingress/egress access for all parcels at the Industrial Park. The TENANT hereby agrees to

provide three (3) paved parking spaces on the leased property including paved access to parking, at the time the CITY provides the paved roadway. At least one (1) of the parking spaces must comply with ADA regulations. TENANT shall include appropriate landscaping for the paved parking spaces.

6. INTEGRATION; AMENDMENTS.

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

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

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

CITY – CITY OF JACKSONVILLE BEACH

ATTEST:

CITY:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: City Clerk

Title: Mayor

Sign: _____

Print: _____

Title: City Manager

STATE OF FLORIDA
COUNTY OF DUVAL

TENANT – MAURIELLO'S LAWN SERVICE & LANDSCAPING, INC.

ATTEST:

TENANT:

Sign: AR Hathaway

Sign: [Signature]

Print: AR Hathaway

Print: John Mauriello

Title:

Title: President

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

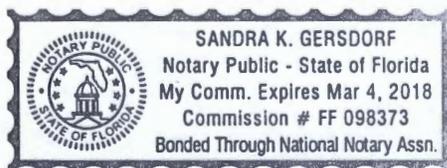
MAURIELLO'S LAWN SERVICE & LANDSCAPING, INC.

[Signature]

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of JUNE 22, 2017, by JOHN MAURIELLO, as and as, PRESIDENT on behalf of the corporation. They are personally known to me or produced FL DL as identification and did/did not take an oath.



NOTARY PUBLIC:

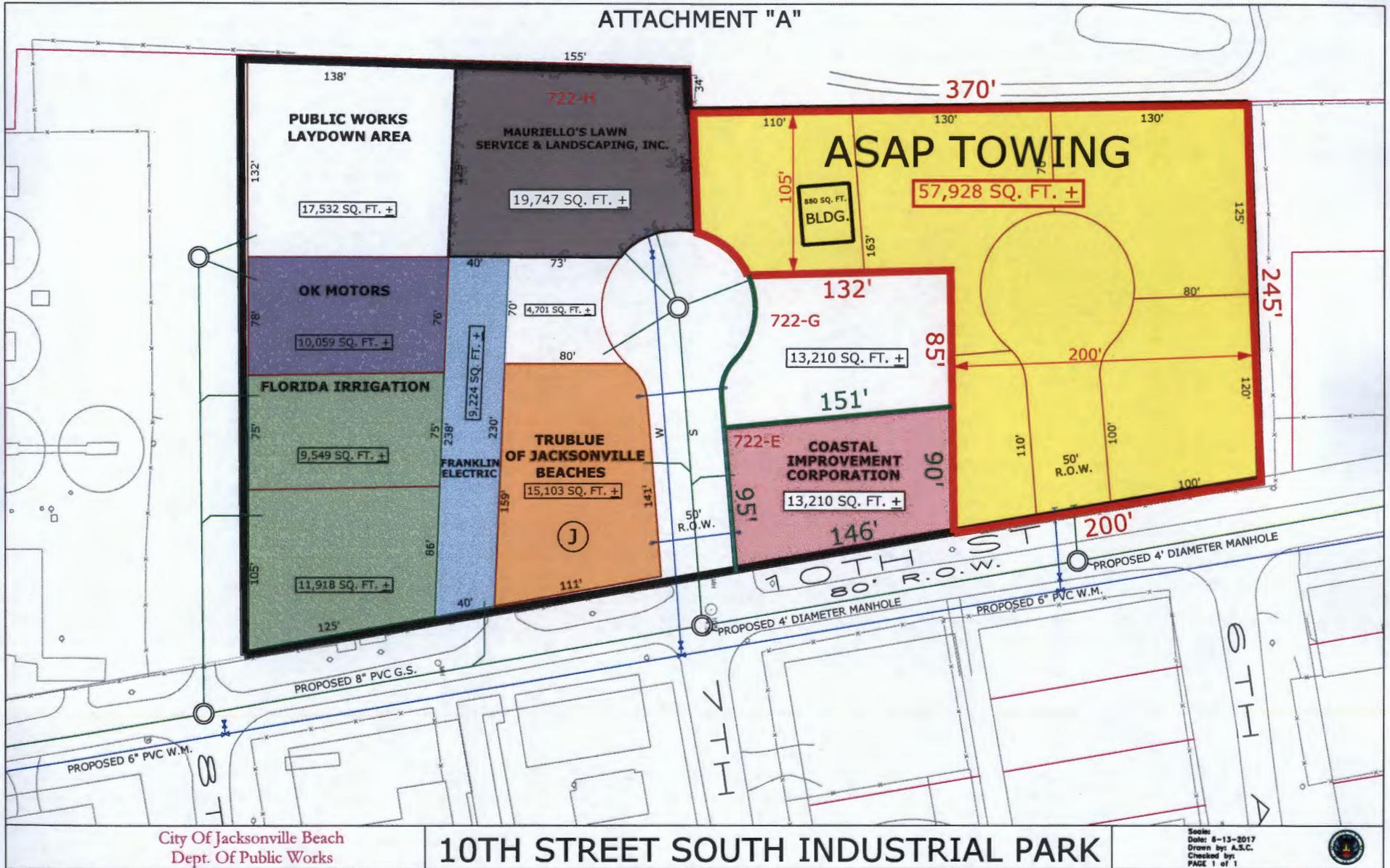
Sign: [Signature]

Print: SANDRA K GERSDORF

State of Florida at Large [SEAL]

My Commission Expires: 3-4-18

ATTACHMENT "A"



City Of Jacksonville Beach
Dept. Of Public Works

10TH STREET SOUTH INDUSTRIAL PARK

Scale:
Date: 8-13-2017
Drawn by: A.S.C.
Checked by:
PAGE 1 of 1





City of
Jacksonville Beach
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6226
Fax: 904.247.1639

www.jacksonvillebeach.org

ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS



ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS

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ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS

1. RENTAL ADJUSTMENT:

(a) Annual rental adjustment: Beginning on **August 1st 2017**, and annually on each **August 1st** 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 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 business office and equipment yard space.

(d) The leased premises may not be used as a junk yard.

(e) TENANT may not do repairs to equipment on the leased premises.

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:

(a) TENANT covenants that the CITY shall have no responsibility for the maintenance of the Leased Premises, including any improvements thereon, and that TENANT shall, at TENANT's own expense, keep in good order and repair, inside and out:

(1) any building on the real property herein described, and all structural attributes, including roofs, of such buildings; and

(2) all equipment located within any buildings, including, but not limited to, the HVAC systems, machinery, plumbing, wiring, pipes, gas, steam and electrical fittings, and all other equipment. TENANT further agrees, from time to time, to make renewals and replacements of such equipment so that, at all time, any building and its equipment will be in thoroughly good condition, order and repair. The replacements and renewals made by TENANT shall be first class and modern in character and efficiency, of a quality at least equal to the original equipment and sufficient for the same service.

(b) TENANT shall keep the Leased Premises clean, shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with proper covers, for waste within the building or buildings to be erected on said premises.

(c) TENANT shall maintain the ground, landscaping and parking areas in good condition.

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. MORTGAGING THE LEASEHOLD:

Unless specifically excluded under the Standard or Special Provisions of the Lease, and unless TENANT is in default under the terms of the Lease, the provisions of this section shall apply. If TENANT mortgages the leasehold estate, and if the holder of the mortgage (hereinafter the "Mortgagee"), within thirty (30) days of its execution, delivers to the CITY a true copy of the mortgage and all pertinent documents related thereto, together with written notice specifying the name and address of the Mortgagee and the pertinent recording data with respect to the mortgage, then as long as any such leasehold mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to the CITY, the following provisions shall apply:

(a) Upon serving TENANT with any notice of default pursuant to Paragraph 10, CITY shall simultaneously mail or otherwise deliver a copy of the notice to the Mortgagee. If TENANT fails to cure the default(s) within the time stated in the notice of default, CITY shall deliver to Mortgagee an additional notice so stating. Mortgagee shall have thirty (30) days from the date of the additional notice to remedy or cause to have remedied the default(s) listed on the notice of default, and CITY shall accept the remedy by or at the instigation of the Mortgagee as if performed by TENANT. TENANT shall cooperate fully in giving notice to the Mortgagee and otherwise assisting in correcting any default(s).

(b) CITY agrees that the name of the Mortgagee may be added to the "Loss Payable Endorsement" of any insurance policies required by the Lease to be carried by TENANT on condition that the insurance proceeds are to be applied strictly in the manner specified in the Lease and any mortgage and all collateral document(s) shall so provide. Any expense resulting thereby shall be the TENANT's responsibility.

(c) TENANT shall also have the right from time to time during the term of the Lease to place any substitute or additional mortgage on the leasehold estate created by the Lease and on TENANT's interest in the leasehold estate; provided, however, that all

such mortgages shall be subordinate to the Lease and no such mortgage shall extend beyond the initial term or the option term, if any, then in effect; provided, further, that the CITY shall have the right to approve or deny TENANT's request to place the additional or substitute mortgage on the leasehold estate. The CITY shall not unreasonably withhold such approval.

14. 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. The TENANT shall not store any hazardous materials on the Leased Premises.

(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.

15. 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 Property and Procurement, Property and Procurement Division, City of Jacksonville Beach, 1460A Shetter Avenue, 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.

16. 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.

17. 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.

18. CONSTRUCTION:

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

19. 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.

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6274

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
DATE: July 5, 2017
SUBJECT: Purchase of Storage Area Network Hardware

ACTION REQUESTED

Approve the purchase of four hard drives from CDW for \$45,326.64 based on pricing from the State of Florida Contract.

BACKGROUND

The City purchased a hyper-converged VxRail system in September 2016 that combines server, storage and networking technology in one system. The VxRail supports our central computer-based operations, databases, file backups, and disaster recovery capabilities. This system was designed to be flexible for future integration and the ability to grow in measured steps for further expansion.

We are in the process of upgrading and expanding our Geographic Information System (GIS) to prepare for future implementation of a new asset management system. The current storage capacity on the VxRail is not sufficient to support our GIS servers; therefore, the GIS system is running on outdated hardware that is no longer covered by a support contract. This purchase will add four additional hard drives to the VxRail and increase our usable storage space by approximately 11.4TB, or 38%. This will provide storage space for the GIS servers, now and as we expand our system.

We purchased the VxRail from CDW using pricing based on the State of Florida Contract. We recommend purchasing the additional hard drives from CDW to ensure compatibility and competitive pricing. The cost for four Samsung SSD hard drives is \$45,326.64.



Memo to George D. Forbes

VxRail Expansion

July 5, 2017

Page 2

Funds are available in the General Capital Projects Fund, reserve for IT Master Plan, and the purchase will be included in the year-end budget mod.

RECOMMENDATION:

Approve the purchase of four hard drives from CDW to expand the storage capacity of the VxRail equipment to enable support for the GIS programs on the current hardware platform.



Add'l SSD drives for existing Vxrail nodes



Prepared For: City of Jacksonville Beach
 Customer #: 667350
 Attention: Kent
 Project: Vxrail flash upgrade
 Date: 04/25/2017

Submitted By: John Vrablik
 Sr. Account Manager
 Phone: 877-466-6333
 E-Mail: johnvra@cdwg.com
 Quote #: 6000822472 V01

	Qty.	Part	Description	
Hardware	4	DR-3800G-SSDU	HCIA 3.8TB SSD IN 2.5" U	Extended Sell
				Hardware Total: \$25,679.36
Support	1	M-PREHWJ-001	PREMIUM HARDWARE SUPPORT (54 mos.)	Extended Sell
				Support Total: \$16,813.18
Services	1	PS-BAS-HCIASDU	EMC INSTALL FOR VXRAIL HARDWARE DRIVES	Extended Sell
				Services Total: \$2,834.10
			Extended Sell	
			Solution Total: \$45,326.64	

Prepared By: Jeff Kirkton (Solution Architect)
 Prices are contingent on final pricing approval from Manufacturer
 Quote provided based on specification provided by customer. No workload validation has been done.
 The terms and conditions provided on this link apply: <http://www.cdwg.com/content/terms-conditions/default.aspx>
 Applicable Taxes and Shipping not shown.

TO: George D. Forbes, City Manager
FROM: Laurie Scott, City Clerk
DATE: July 7, 2017
RE: Purchase of Document Folder/Inserter equipment

ACTION REQUESTED:

Approve the purchase of the Hasler M3300 Document Folder/Inserter for \$7,956 based on pricing from the State of Florida Contract.

BACKGROUND:

In October 2016, when the folding and inserting of Beaches Energy utility bills was outsourced, the City's folder/inserter machine was at the end of its useful life and had begun to need frequent repairs. Since that time, Planning & Development, the City Clerk's Office and Human Resources have been manually folding and inserting their required mailings, while an affordable solution for their needs was identified.

The Planning & Development Department will use the inserter to fold/insert public notice mailing requirements such as variance, conditional use, zoning amendment, and rezoning requests. Since October 2016, more than 4,900 property notices have been manually folded and stuffed for proper mailing, just for conditional use and variance applications.

The Human Resources Department will use the document folder/inserter equipment for pension mailings, employee benefit statements, and other period mailings. Pension data is sometimes confidential and cannot be outsourced.

The City Clerk's Office intends to use the proposed document folder/inserter for the annual Local Business Tax Renewal Notice mailings. Annually, the first notice mailing is approximately 2,500 renewal notices, with the subsequent mailing of second and third notices estimated at 800.

The purchase cost of the M3300 Document Folder/Inserter is \$7,956 and would include shipping, training, and installation. After the initial first year of the purchase, there would be an annual maintenance cost of \$1,290. The funding for the Folder/Inserter would come from General Capital Projects – Utility Billing Equipment Reserve funds and the purchase will be included in the year-end budget adjustment. Annual maintenance costs will be included in each department's annual budget starting in the 2019 fiscal year.

City of
Jacksonville Beach
City Hall
11 North Third Street
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Memorandum to George D. Forbes
July 7, 2017
Page 2

RECOMMENDATION:

Approve the purchase of the Hasler M3300 Document Folder/Inserter and annual maintenance cost as described in the memorandum from the City Clerk dated July 7, 2017.



M3300

Product Overview

- Its low noise level, ease-of-use, and compact design make M3300 ideal for any environment
- Color touchscreen controls with graphical user guidance and wizard-based programming
- Multi-format FlexFeeders can process document sizes from full sheets to short inserts
- Fill & Start® performs automated setup based on materials you place in the trays
- With PowerFold® M3300 can tri-fold up to 5 pages together, neatly and silently
- Ensures accurate mail piece contents with exclusive Secure'n Feed® technology



Additional Features

Processing speed up to 2,200 envelopes/hr.

Up to 2 FlexFeeders + 1 insert/BRE feeder

Stores 15 jobs in memory

Multi-sheet feeding

Cascade feeding (feeder linking)

Manual feed mode

Accumulate before folding

Fold types: Letter, z-fold, single, double parallel

Standard document sizes: Letter, legal

flexFeeder capacity: Up to 325 sheets

Insert feeder capacity: 50 BREs or 325 coupons

Standard envelope sizes: #10, 6" x 9.5"

Envelope feeder capacity: 150

Tip-to-tip envelope sealing

System Dimensions

Measurements
(Length x Depth x Height) 49" x 16.5" x 36"

Weight 165 lbs.

State of Florida Contract Pricing Includes:

M3303 folder/insertion with 2 -1/2 stations, shipping, training, and installation

Purchase price: \$7,956

Annual maintenance: \$1,290



Bob Shord



(904) 219-1659



r.shord@neopost.com



neopost.com

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

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FL 32250

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904.247.6219

Fax: 904.270.1613

www.jacksonvillebeach.org

July 5, 2017

TO: George D. Forbes, City Manager

FROM: Ty Edwards, Public Works

RE: Approve the Retrofit of the City's Mobile Closed Circuit Television Camera System from its Old Van to the New Replacement Van

ACTION REQUESTED:

Approve the quote from *Trio-Vision* to remove the City's existing mobile Closed Circuit Television Camera System equipment from its existing old van and install the equipment into the new replacement van.

BACKGROUND:

The City's Public Works Distribution and Collection Division operates a specialized 1-ton van fitted with its mobile Closed Circuit Television Camera (CCTV) System equipment for videoing sanitary sewer and storm drainage pipe. In 2009, the City contracted with *Cues* to manufacture and retrofit the new Closed Circuit TV system equipment into its existing 1994 van, which was still in good shape.

This year, the Distribution & Collection Division is budgeted at \$85,000 to replace the 1994 van and retrofit its 2009 Closed Circuit Television Camera System equipment into the new replacement van. This is a two-step process. The first step, purchasing and receiving the replacement van, is complete, at a cost of \$30,509.

The second step consists of contracting for the removal of the Closed Circuit TV equipment from the old van and retrofitting the equipment into the new van. The remaining budget for this specialized step is \$54,491. The City staff solicited quotes from four (4) Closed Circuit TV equipment manufacturers / installers that serve the southeast region of the United States. One vendor no longer installs Closed Circuit TV equipment. A second vendor would not provide a quote to remove / reinstall another manufacturer's equipment. Subsequently, we received quotes from the remaining two (2) vendors as follows:



<u>Quote</u>	<u>Vendor</u>	<u>Quote Price</u>	<u>10 % Cont.</u>	<u>Total Cost</u> <i>(not to exceed)</i>	<u>Powering Method for CCTV Equipment</u>
#1	<i>Cues</i>	\$55,000.00	\$5,500.00	\$60,500.00	Commercial grade gas generator
#2	<i>Trio-Vision</i>	\$29,921.00	\$2,992.10	\$32,913.10	Inverter/charger with 2 industrial grade batteries
#3	<i>Trio-Vision</i>	\$34,900.00	\$3,490.00	\$38,390.00	Commercial grade gas generator

¹*Cues is the manufacturer of the City's existing mobile CCTV System equipment.*

²*Trio-Vision provided Quote #3 at staff's request for price comparison of power method.*

³Staff made reference calls to customers using the inverter/charger system from *Trio-Vision* and received favorable comments.

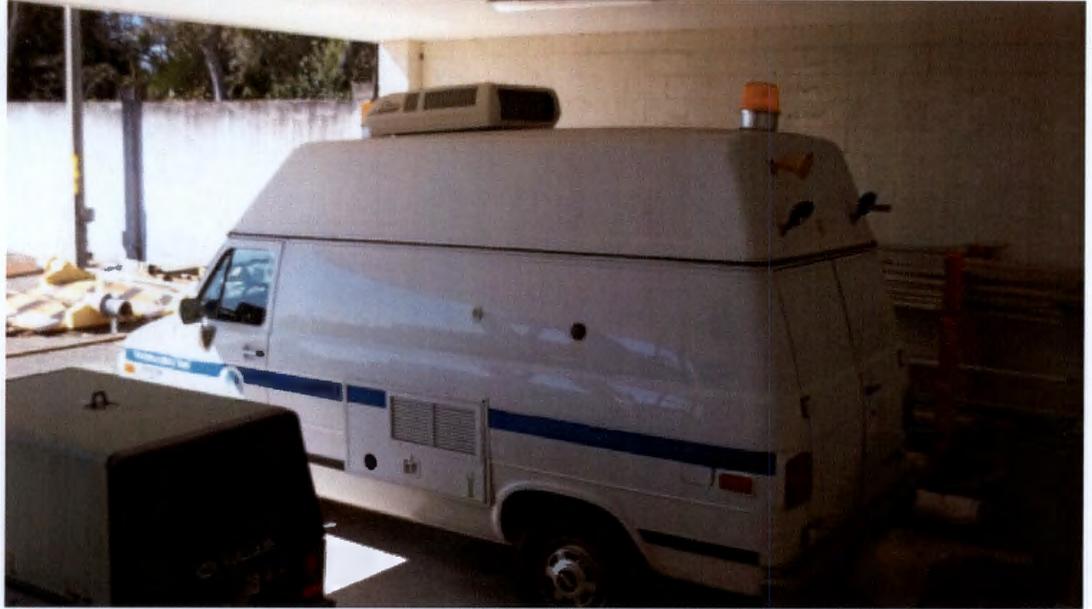
⁴Funds for this retrofit work are available in the 2017 Public Works Distribution & Collection Division budget, account # 420-07-07-436-6401.

It is recommended that the Council award the above Quote #2 from *Trio-Vision* at a quoted price of \$29,921.00 plus a 10% contingency, for a total cost not to exceed \$32,913.10, to retrofit the City's mobile Closed Circuit Television Camera System equipment from the old 1994 van to the new replacement van.

RECOMMENDATION:

Award the quote from *Trio-Vision* to retrofit the City's 2009 mobile Closed Circuit Television Camera System equipment from its old 1994 van to the new replacement van at the quoted price of \$29,921.00 plus a 10% contingency, for a total cost not to exceed \$32,913.10, as explained in the memorandum from the Public Works Director dated July 5, 2017.

Old 1994 Van



New Replacement Van



Inside Equipment to be Transferred







Trio-Vision, LLC, 4806 Wright Drive, Building C, Smyrna, GA 30082
 Toll Free: 800.443.3761 ♦ Phone: 770.435.8991 ♦ Fax: 770.435.0402
 www.cobratec.com

To: Chuck Hernden
 D & C Superintendent
 Public Works Department
 City of Jacksonville Beach
 (904)247-6273

Date: 5.30.2017

VEHICLE Supplied by Customer, Ford Transit, Gas, 9,950GVW

- 1 Arrow Bar with controllers
- 4 Strobe Lights two installed on each side of vehicle
- 2 Work Lights 12VDC
- 1 Back up alarm

POWER SYSTEM

- 1 TV Utility Van Power Package to include:
 - 1 3.0 KW Pure Sine Wave Inverter with 3 stage battery charger
 - 1 Battery Separator (250 Amp Continuous Duty)
 - 2 8D AGM Cells installed in Battery boxes
 - 1 Shore Power Supply Receptacle, 125V 30A, 25Ft Cord with Plug

CONTROL ROOM

- 1 TV Utility Van Control Room Interior to include:
 - 1 Industrial Non Slip Floor Covering, rubberized.
 - 1 Insulated Walls in Control Room.
 - 1 Walk thru door from Control room into Equipment Room with window.
 - 1 Finished spray liner Wall Covering (Medium gray)
 - 1 Spray liner Ceiling Covering
 - 1 Roof Mounted AC
 - 1 Bulkhead Wall with window for visual access to rear of vehicle
 - 1 Built-In Control Console.
 - 1 Operator Desk with sufficient space for all specified components
 - 1 LED Light.
 - 1 Inverter Remote control panel
 - 1 12 Volt DC outlet
 - 2 Electrical Outlet Dual Receptacles one on GFI with USB,
 - 1 Operator Chair with casters.
 - 1 Fire Extinguisher



Trio-Vision, LLC, 4806 Wright Drive, Building C, Smyrna, GA 30082
Toll Free: 800.443.3761 ♦ Phone: 770.435.8991 ♦ Fax: 770.435.0402
www.cobratec.com

Continued

EQUIPMENT ROOM

- 1 TV Utility Van Equipment Room Interior to include:
 - 1 Spray lined Walls, ceiling and floor
 - 1 LED Lights
 - 1 Electrical Outlet Dual Receptacle above work bench
 - 1 Electrical outlets installed on driver side at rear of equipment
 - 1 Diamond Plate Flooring
 - 1 17" LCD Monitor with wall mount
 - 1 Full length Work bench on passenger side
 - 1 Tool box 5 drawer minimum installed under work bench
 - 1 20 gallon water tank with 12VDC 45 psi Pump with On/off switch
 - 1 Retractable water hose reel.

Pickup and Delivery from Jacksonville Beach, Florida to Smyrna, GA for conversion included.

\$29,921.00

JACKSONVILLE BEACH

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

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1460-A Shetter Avenue

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FL 32250

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www.jacksonvillebeach.org

July 5, 2017

TO: George Forbes, City Manager

FROM: Ty Edwards, Public Works

RE: Cost Share Reimbursement for New Water Main in Easement through Church of Our Savior Property to Upgrade Water Pressure to Hopson Road Area

ACTION REQUESTED

Approve cost share reimbursement to Church of Our Savior for upgrading new public water main to 8" diameter and extending it through its property to improve water pressure to the Hopson Road area.

BACKGROUND

The Church of Our Savior is constructing new worship facilities on property near Beach Boulevard and Hopson Road. The construction of the new church requires a new 6" diameter water main, extending south from Beach Boulevard to its property. During development plan review, the City staff identified an opportunity to improve potable water and fire suppression services to the residents of the Hopson Road area. (See attached Overview Map.) Subsequently, the City staff requested that the church upgrade the new water main to 8 inch diameter and extend the water main west through the church property and into the City's Sewage Lift Station 15 property. The church agreed and requested that the City pay for the cost increase due to the City's request to upgrade / extend the public water main system. Staff concurred and explained that reimbursement would be subject to Council for approval following design completion, execution of the new City easement on the church property, and submittal of the water main cost estimates.

After receiving the building permit approval, the church contacted the City concerning its desire to move forward on construction. The water main installation was early on the construction critical path. It was explained that they could start construction "at risk" on the water main reimbursement and that the staff would seek reimbursement authority from the Council once the new City easement over the new water main location was executed by the church and the water main cost estimates were received. Concurrently, the City staff would request the Council to adopt a resolution abandoning the unused, old City utility easement existing on the property. The church began construction soon thereafter.



Meanwhile, the church provided to the City staff the contractor cost estimates summarized in the following chart.

Cost Estimates - Public Water Main <i>(Provided by Church of Our Savior)</i>	
Option 2 (designed to serve the <u>church</u> and <u>Hopson Rd Area</u>)	\$43,825.00
Option 1 (designed to serve ONLY the <u>church</u>)	- \$18,100.00
City COST SHARE:	\$25,725.00
¹ Funding is available in the balance of the Water & Sewer Enterprise Fund and the 2017 budget will be adjusted accordingly at the end of the year.	

On June 13, 2017, the church executed the new City Perpetual Utilities Easement and provided a copy to the City soon after. The effective date of this easement is the effective date of the City resolution abandoning the old easement on the church property. The Council is considering adopting Resolution 1985-2017, abandoning the old easement under a separate memorandum.

The Cost Share Reimbursement for the new public water main system is to be paid to the church after construction, disinfection, testing, inspection and release for public service is completed. Subsequently, the City staff will provide memorandum for consideration by the Council to accept the new public water main system for dedication to the City for maintenance.

RECOMMENDATION:

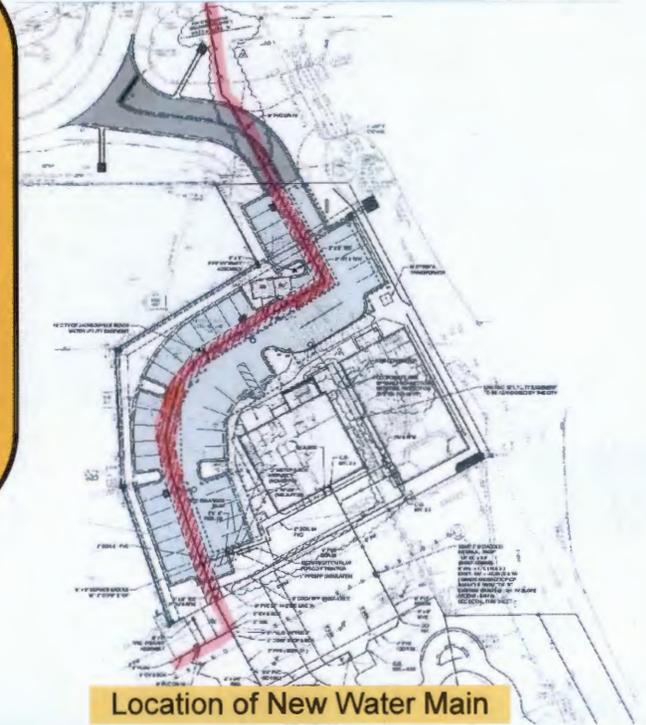
Approve the Cost Share Reimbursement of \$25,725 to the Church of Our Savior for installing a new eight-inch public water main system through its property as explained in the memorandum from the Public Works Director dated July 5, 2017.

PROJECT: Church of Our Savior / Hopson Water Main Extension

6/30/2017

AREA: Beach Blvd @ Hopson Road

- UPDATE:**
- Site and Facilities Construction Underway
 - City to abandon old utility easement. Church provides new perpetual easement for new water main.
 - Water main will improve service on Hopson Road and provide additional pressure for planned extension.
 - Church constructed the new water main; City participates as a cost share reimbursement.
 - Received cost estimate details; received executed new City Perpetual Utilities Easement



Program to Upgrade City Water Pressure to the Hopson Road Area

Install New 8" Water Main
Church of Our Savior Project

Replace 8" Water Main
City Project

Install New Water Main
City Project

Private Hopson Rd.

Private Hopson Rd.

Church Property

City LS 15

Church Property

Existing Water Mains to Remain



**Church of Our Savior Property
(with City Easements)**

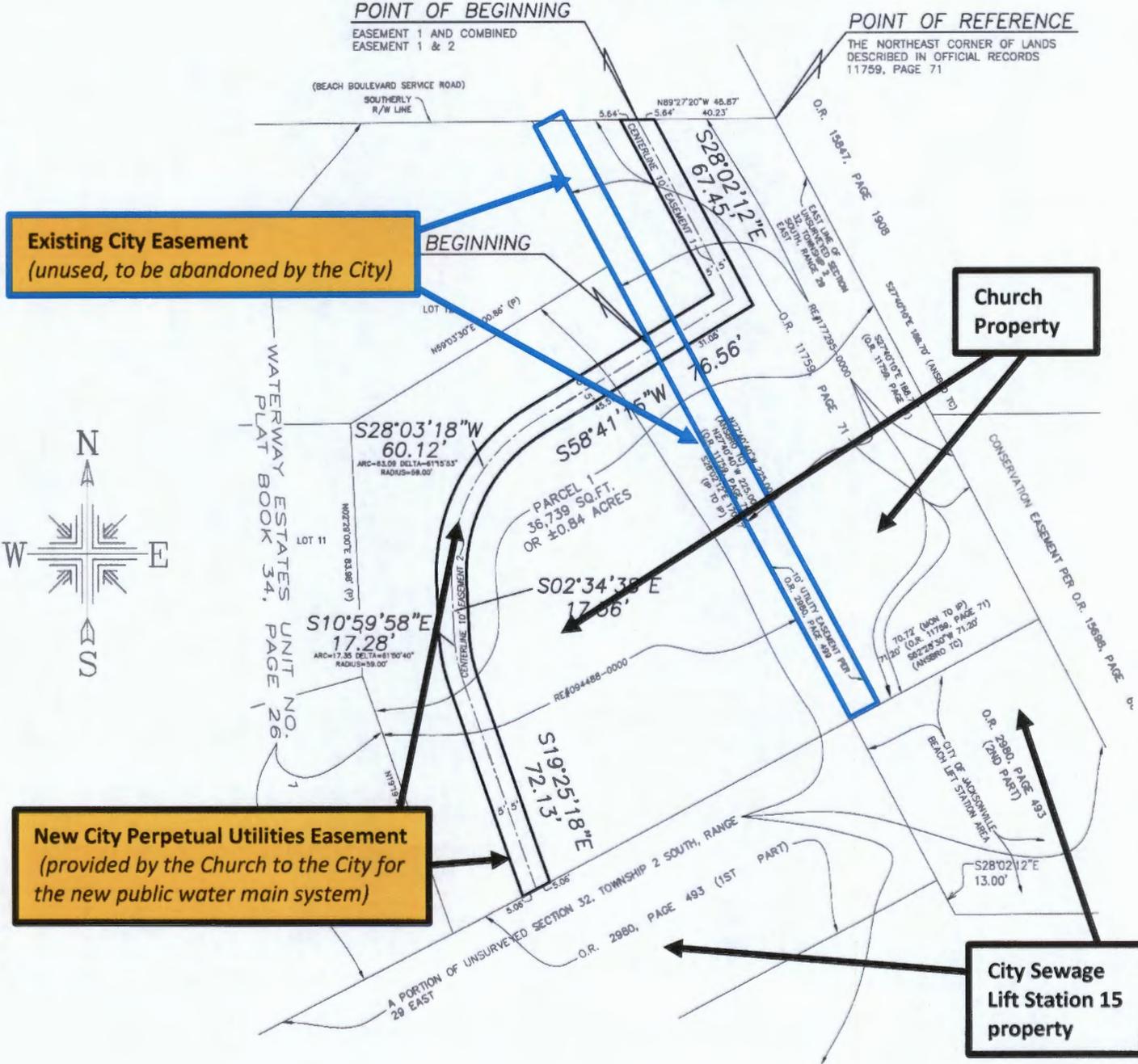
Beach Blvd.

Existing City Easement
(unused, to be abandoned by the City)

Church Property

New City Perpetual Utilities Easement
(provided by the Church to the City for the new public water main system)

City Sewage Lift Station 15 property



JACKSONVILLE BEACH

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

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www.jacksonvillebeach.org

July 5, 2017

TO: George Forbes, City Manager**FROM:** Ty Edwards, Public Works**RE:** Resolution # 1985-2017, Abandoning the Utilities Easement on the Church of Our Savior Property at Beach Boulevard near Hopson Road**ACTION REQUESTED**

Adopt Resolution No. 1985-2017, abandoning an unused ten (10) foot wide utilities easement on the Church of Our Savior property with Duval County Parcel Number 177295-0000, located adjacent to Beach Boulevard near Hopson Road.

BACKGROUND

In 1969, the City was granted the utilities easement on undeveloped property at Beach Boulevard near Hopson Road for installation of a sewage force main installed with the original construction of Sewage Lift Station 15 access from Hopson Road. Years later, the City installed a replacement force main on Hopson Road. Subsequently, the 1969 utilities easement no longer serves a public purpose.

The Church of Our Savior purchased this undeveloped property to build its new worship facilities. During development plan review, the City staff requested that the church extend a new 8 inch diameter public water main west through the church property and into the City's Lift Station 15 property, as part of the program to improve water and fire safety services to the Hopson Road area. Staff also requested that the church grant the city a ten foot wide Perpetual Utilities Easement over the location of the new 8 inch water main. The church agreed subject to the City abandoning the unused 1969 utilities easement and the City reimbursing the church for the increased costs due to the public water main system improvements. The Council is considering authorizing the cost share reimbursement under separate memorandum.

RECOMMENDATION:

Adopt Resolution 1985-2017, abandoning an unused, ten foot wide utilities easement, originally granted in 1969, on the property owned by The Church of Our Savior, with Duval County Parcel Number 177295-0000, as explained in the memorandum from the Public Works Director dated July 5th, 2017.



Program to Upgrade City Water Pressure to the Hopson Road Area

**Install New 8" Water Main
Church of Our Savior Project**

**Replace 8" Water Main
City Project**

**Install New Water Main
City Project**

**Church
Property**

**City
LS 15**

**Church
Property**

Private Hopson Rd.

Private Hopson Rd.

Existing Water Mains to Remain



Church of Our Savior Property (with City Easements)

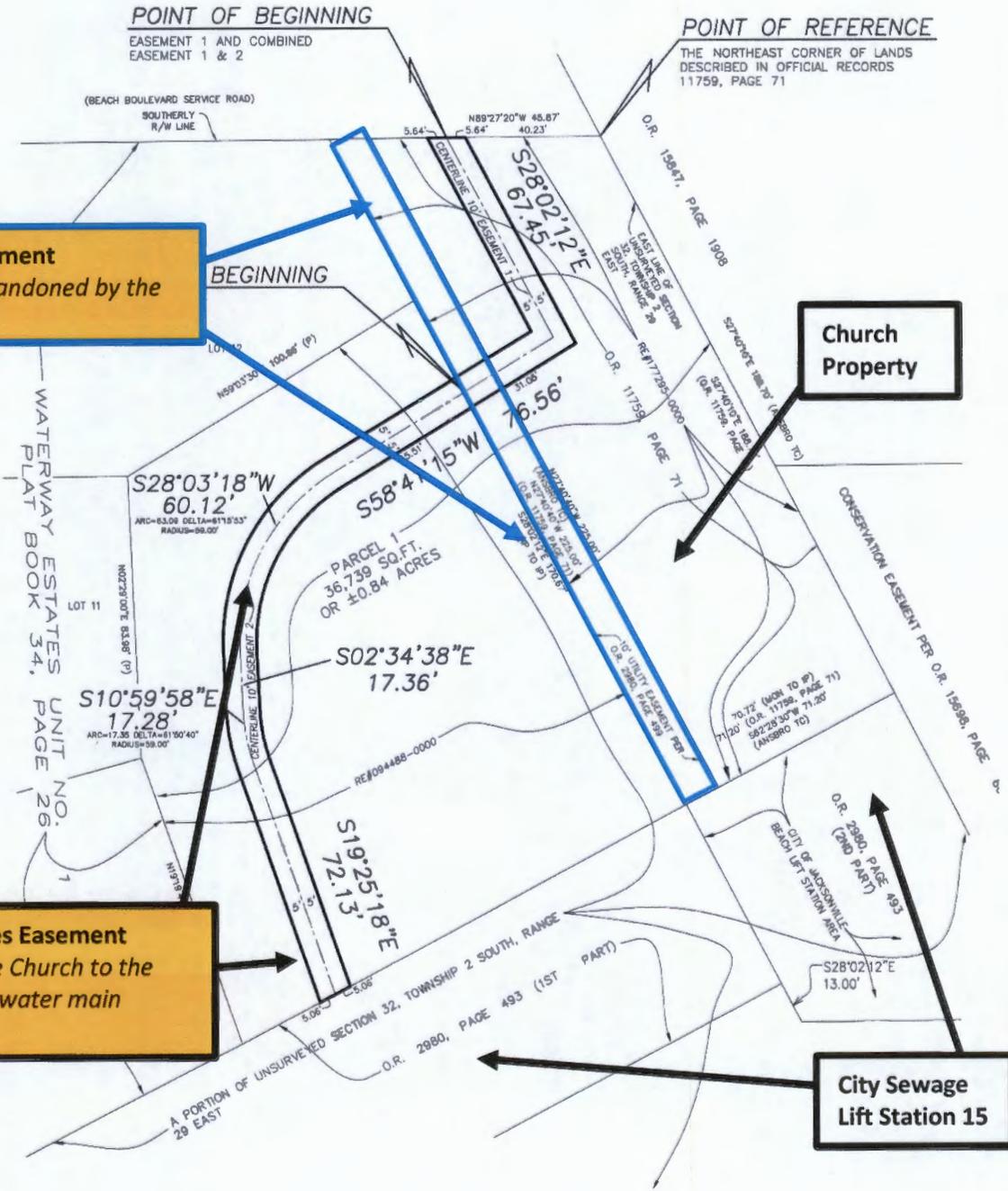
Beach Blvd.

Existing City Easement
(unused, to be abandoned by the City)

Church Property

New City Utilities Easement
(provided by the Church to the City for the new water main system)

City Sewage Lift Station 15



Introduced by: _____

Adopted: _____

RESOLUTION NO. 1985-2017

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA RELEASING, VACATING, AND ABANDONING A TEN (10) FOOT WIDE UTILITY EASEMENT RUNNING IN A NORTHERLY AND SOUTHERLY DIRECTION ALONG THE WESTERLY BOUNDARY LINE OF A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, AS RECORDED IN VOLUME 2980 PAGE 499 THROUGH PAGE 501, OF THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA.

WHEREAS, the City of Jacksonville Beach, having originally required a ten (10) foot wide utility easement along the westerly boundary lines of a part of unsurveyed Section 32, Township 2 South, Range 29 East, Duval County, Florida, has determined that said utility easement is not utilized by the City for public utilities or drainage, and is no longer necessary, and serves no other beneficial public purpose.

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

SECTION 1. The above recital is true, correct and incorporated herein.

SECTION 2. The ten (10) foot wide utility easement along the westerly boundary lines of a part of unsurveyed Section 32, Township 2 South, Range 29 East, Duval County, Florida, as recorded in Volume 2980 Page 499 through Page 501 of the Official Records of Duval County, Florida, is hereby abandoned as a utility easement, and the owner of the property containing the aforesaid abandoned easement is hereby authorized to enter upon and use the land herein described to the same extent and purpose as if the same had never been executed. The utility easement to be abandoned is more particularly described as follows:

A part of unsurveyed Section 32, Township 2 South, Range 29 East, Duval County, Florida. For a point of reference, commence at the intersection of the southerly right-of-way line of the 400 foot right-of-way of Beach Boulevard (State Road No. 212) with the easterly line of said unsurveyed Section 32, Township 2 South, Range 29 East; thence S. 89° 27' 20" W. along said southerly right-of-way line of Beach Boulevard, a distance of 80.00 feet to the point of beginning; thence S. 27° 40' 40" E. along the westerly line of lands described in Deed Book 1587,

Introduced by: _____

Adopted: _____

page 239 of the current public records of said county, a distance of 225.00 feet; thence N. 62° 28' 30" E., a distance of 10.00 feet; thence N. 27° 40' 40" W., a distance of 219.90 feet; thence S. 89° 27' 20" W. a distance of 11.24 feet to the point of beginning.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this _____ day of _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

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

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MEMORANDUM

To: George D. Forbes, City Manager

From: Heather Ireland, Senior Planner 

Re: **Ordinance No. 2017-8090**, amending the Land Development Code by adding "Firearms manufacturing and retail sales" to the list of permitted uses in the City's *Industrial: I-1* zoning districts.

Date: July 5, 2017

ACTION REQUESTED:

Adopt Ordinance No. 2017-8090, amending Land Development Code Article VII, Division 2, Section 34-346, Paragraph (b) to add "Firearms manufacturing and retail sales" to the list of permitted uses in *Industrial: I-1* zoning districts. (Applicant – *Coastal Heating and Cooling*)

BACKGROUND:

The applicant contacted staff in May, 2017 to discuss the idea of adding a firearms manufacturing and associated firearms retail sales business at property he currently owns for his heating and air conditioning business, located in an *Industrial: I-1* zoning district. The applicant was informed by staff that neither the manufacturing of firearms, nor any kind of stand-alone retail were listed as permitted or conditional use in *I-1* zoning districts, so the Land Development Code would have to be amended to allow those uses. The applicant applied to add Firearms manufacturing and retail sales to the list of permitted uses in *Industrial: I-1* zoning districts.

The Florida Bureau of Alcohol, Tobacco and Firearms classifies the applicant's activity as "manufacturing" due to the number of parts required to assemble each firearm that would be sold retail. The applicant's location where he wishes to conduct the proposed firearms manufacturing and retail sales is on the west side of 9th Street South in an *I-1* zoning district, at an existing business establishment (building contractor) that the applicant owns. The applicant stated in his application that the retail space would be less than 700 square feet and that he has no



intention of making changes to the existing building, signage, or lighting. The applicant stated at the Planning Commission hearing on his application on June 12, 2017 that his current operating hours are Monday and Tuesday, 10 am to 2 pm and that he operates primarily by appointment only.

Currently, firearms manufacturing or assembly is not permitted in any zoning district in the city. "Gunsmith" is currently a permitted use in the C-1 zoning district, under miscellaneous repair shops and related services. Gunsmith activities include adjustments, repairs, customizations, and cleaning of firearms. Miscellaneous retail, which would include the sale of firearms, is currently permitted in C-1, C-2, and CBD zoning districts. There is currently not a zoning district where the applicant could conduct both firearms manufacturing/assembly and retail sales at the same location.

Other manufacturing establishments currently permitted in I-1 zoning districts include bakery products, apparel, wood cabinets, newspaper printing and publishing, commercial printing, luggage, computer and office equipment, jewelry, and sign and specialty advertising.

The Planning Commission conducted a required public hearing on this proposed amendment on Monday, June 12, 2017 and recommended that firearms manufacturing and retail sales be approved by City Council as a conditional use, versus a permitted use, in *Industrial: I-1* zoning districts.

RECOMMENDATION:

Adopt Ordinance No. 2017-8090, amending Land Development Code Article VII, Division 2, Section 34-346, Paragraph (b) to add "Firearms manufacturing and retail sales" to the list of permitted uses in *Industrial: I-1* zoning districts.

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2017-8090

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-346. INDUSTRIAL DISTRICT: I-1, PARAGRAPH (B) *PERMITTED USES*, SUBPARAGRAPH (5) TO ADD “FIREARMS MANUFACTURING AND RETAIL SALES” AS A PERMITTED MANUFACTURING ESTABLISHMENT; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

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

SECTION 1. That Division 2, Section 34-346. Industrial: I-1, Paragraph (b) *Permitted uses* of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida, is hereby amended by revising Subparagraph (5), which shall henceforth read as follows:

Sec 34-346 Industrial: I-1

(b) *Permitted uses*

- (5) Manufacturing establishments producing the following products: Bakery products, apparel, wood cabinets, newspaper printing and publishing, commercial printing, luggage, computer and office equipment, jewelry, ~~and~~ sign and specialty advertising, and firearms manufacturing and retail sales.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are, to the extent that the same may conflict, hereby repealed.

SECTION 3. That this ordinance shall take effect upon its adoption by the City Council.

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6231

Fax: 904.247.6107

Planning@jaxbchfl.net

www.jacksonvillebeach.org

MEMORANDUM

To: George D. Forbes, City Manager

From: William C. Mann, Planning and Development Director 

Re: **Ordinance No. 2017-8091**, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan to increase floor area ratio from 0.35 to 0.55 for hospitals and related buildings.

Date: July 5, 2017

ACTION REQUESTED:

Adopt Ordinance No. 2017-8091, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan.

BACKGROUND:

The applicant, *Baptist Medical Center - Beaches*, requested a text amendment to the 2030 Comprehensive Plan's Future Land Use Element Policy L.U.1.2.7 to increase the maximum floor area ratio (FAR) allowed for hospitals and related uses. Floor area ratio is the ratio of total building floor area permitted on a parcel to the size of that parcel. For example, if you have a 10,000 s.f. parcel with a maximum floor area ratio of 0.35, you could develop a total of 3,500 s.f. of building space, without regard to how many stories the building is. You could build a single-story 3,500 s.f. building, a two-story building with each floor having 1,750 s.f. of floor area, or a three-story building with each floor having 1,166 s.f. of floor area.

Currently, the FAR for institutional buildings not located in a Redevelopment District is limited to 0.35, per Future Land Use Element Policy LU.1.2.7. The hospital campus currently has vested development rights granted through approved PUD Ordinances 2004-7873, 2005-8907, 2011-8001, and 2017-8086. In order for the applicant to fully utilize the hospital's vested development rights in terms of overall building square footage (162,000 s.f.) and hospital beds (182), Policy LU 1.2.7 of the Future Land Use Element is requested to be amended to increase the allowable FAR for the hospital campus. The applicant has proposed to increase the allowable FAR 0.35 to 0.55.



The proposed amendment is consistent with Future Land Use Policy LU.1.2.5, which states that new institutional uses will locate where sufficient land area is available to provide adequate parking, landscaping and drainage.

The proposed amendment to Comprehensive Plan Policy LU.1.2.7 should not negatively impact the surrounding area as the hospital has existed in this location for many years, pre-dating much of the surrounding development, and also because adequate developable land still remains on campus. Adequate infrastructure does exist for the hospital's proposed future development.

Following the approval by City Council of Resolution 1973-2017, on April 3, 2017, staff transmitted the proposed amendment to the Florida Department of Economic Opportunity and other agencies for review and approval. Staff has received approvals from all reviewing agencies. None of the reviewing State agencies have any issues or concerns with the proposed Comprehensive Plan Future Land Use Element Text amendment.

RECOMMENDATION:

Adopt Ordinance No. 2017-8091, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan.

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2017-8091

AN ORDINANCE TO AMEND ORDINANCE NO. 2011-8012, ADOPTING THE 2030 COMPREHENSIVE PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY REVISING THE TEXT OF FUTURE LAND USE POLICY LU 1.2.7; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 3, 2017 the Jacksonville Beach City Council tentatively adopted an amendment to the Future Land Use Element of the 2030 Comprehensive Plan, Application PC #8-17, and transmitted same for review by the Florida Department of Economic Opportunity (DEO) and other State agencies; and

WHEREAS, Application PC#8-17 has been reviewed and the changes proposed therein are deemed to be consistent with the overall adopted 2030 Comprehensive Plan, and the City has been instructed by the DEO that it may proceed with the adoption of the proposed Future Land Use Element Text amendment.

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

SECTION 1. That Future Land Use Element Policy LU 1.2.7 of Exhibit "A" to Ordinance No. 2011-8012, said exhibit being the 2030 Comprehensive Plan of the City of Jacksonville Beach, Florida, is hereby amended, and as amended shall hence forth read as follows:

Policy LU 1.2.7

Recognizing that land development for non-residential uses must occur in a manner that provides for adequate offstreet parking, landscaping, and stormwater management; the City will enforce land development regulations to limit the density and intensity of development for commercial, industrial, and public/institutional land uses shall be limited to the following maximum floor area ratios (FAR) for all principal and accessory structures:

Commercial Development:

Property fronting on Beach Boulevard and on
3rd Street (S.R. A1A) between 9th Avenue N.
And 13th Avenue S.; 0.35 FAR

Within the Downtown Community Redevelopment
Area:

Projects developed independent of the provisions
of Chapter 163, Part III; 0.50 FAR

Projects developed in cooperation with the City and the Community Redevelopment Agency pursuant to Chapter 163, Part III:	3.00 FAR
All other commercial development:	0.25 FAR
Industrial Development:	0.50 FAR
Public/Institutional Development:	
Within the Downtown Community Redevelopment Area:	1.50 FAR
<u>Hospitals (and related buildings):</u>	<u>0.55 FAR</u>
All other public/institutional development:	0.35 FAR

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

SECTION 3. This amendment shall take effect on the forty-sixth day following its adoption, in accordance with the law.

AUTHENTICATED THIS _____ DAY OF _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

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MEMORANDUM

To: George D. Forbes, City Manager

From: Heather Ireland, Senior Planner



Re: **Ordinance No. 2017-8092**, amending the Land Development Code by adding "Commercial art, photography and stenographic services" to the list of permitted Business Service Establishment uses in the City's *Commercial service*: CS zoning district.

Date: July 5, 2017

ACTION REQUESTED:

Adopt Ordinance No. 2017-8092, amending Land Development Code Article VII, Division 2, Section 34-344, Paragraph (b) to add "Commercial art, photography and stenographic services" to the list of permitted Business Service Establishment uses in the City's *Commercial service*: CS zoning district.
(Applicant – Keith Moody)

BACKGROUND:

The applicant owns property on 1st Avenue South in the *Commercial service*: CS zoning district. He has historically used the property for storage, including his personal photography equipment. General warehousing and storage is a permitted use in the CS zoning district. The applicant now wishes to make the space available to other photographers to use as a photography studio. Since this use is not currently permitted in the CS zoning district, the applicant was informed by staff that a Land Development Code Text Amendment would be required.

Currently, "Commercial art and photography and stenographic services" are listed permitted uses under "Business service establishments" in the City's C-1, C-2, CBD and I-1 zoning districts. These uses would also not be out of character with the currently permitted uses under "Business service establishments" in the CS zoning district, which currently include: building services; medical and other equipment rental and leasing; and computer programming, data processing and other computer services. The addition of commercial art, photography, and



stenographic services as permitted uses in the *Commercial service: CS* zoning district should not negatively impact adjacent properties.

The Planning Commission conducted a required public hearing on this proposed amendment on Monday, June 26, 2017 and recommended its approval by City Council as a permitted Business Service Establishment Use in the *Commercial service: CS* zoning district.

RECOMMENDATION:

Adopt Ordinance No. 2017-8092, amending the Land Development Code by adding “Commercial art, photography and stenographic services” to the list of permitted Business Service Establishment uses in the City’s *Commercial service: CS* zoning district.

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2017-8092

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-344. COMMERCIAL SERVICE: CS, PARAGRAPH (B) *PERMITTED USES* TO ADD “COMMERCIAL ART, PHOTOGRAPHY AND STENOGRAPHIC SERVICES” TO SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

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

SECTION 1. That Division 2, Section 34-344. Commercial service: CS, Paragraph (b) *Permitted uses* of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida, is hereby amended by revising Subparagraph (12), which shall henceforth read as follows:

Sec 34-344 Commercial service: CS

(b) *Permitted uses*

- (12) Business service establishments as follows: Building services; medical and other equipment rental and leasing; and computer programming, data processing and other computer services, and commercial art, photography and stenographic services.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are, to the extent that the same may conflict, hereby repealed.

SECTION 3. That this ordinance shall take effect upon its adoption by the City Council.

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk

City of

Jacksonville Beach

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MEMORANDUM

To: George D. Forbes, City Manager

From: William C. Mann, Planning and Development Director 

Re: **Ordinance No. 2017-8093**, to amend Land Development Code Sections 34-340, 34-341, 34-342, 34-343, 34-344, 34-345, and 34-346 and Section 34-407, to revise the regulations for outdoor restaurants and bars.

Date: July 11, 2017

ACTION REQUESTED:

Adoption of Ordinance No. 2017-8093, to amend Land Development Code Sections 34-340, 34-341, 34-342, 34-343, 34-344, 34-345, and 34-346 and Section 34-407, to revise the regulations for outdoor restaurants and bars.

BACKGROUND:

The Land Development Code currently permits restaurants, outdoor restaurants, bars, and outdoor bars, as either permitted or conditional uses in commercial zoning districts and in *Residential multiple family: RM-2*. To implement various approved Vision Plan objectives, staff has proposed to revise certain regulations relative to outdoor restaurants and bars by:

- Making the allowable area calculations simpler and more consistent, and
- By allowing restaurants to have small (under 200 sq. ft.) outdoor areas in C-1, C-2, and CBD districts by right, and without a requirement for additional required parking.

The proposed changes in the attached ordinance would allow restaurants to have up to 200 square feet of outdoor seating areas without having to receive conditional use approval, and without having to provide for additional parking. Any outdoor bars and outdoor restaurants over 200 square feet would continue to require conditional use approval as well as require additional parking to be provided.



Changes to the current regulations are provided in the ~~strike-through~~ deletion/underlined addition format. These changes would apply to the following zoning districts: *RM-2, CPO, C-1, C-2, CS, CBD, and I-1*.

The proposed changes also include revisions to Section 34-407, Outdoor Restaurants and Bars. Section 34-407, Paragraph (b). As proposed, the changes would now allow for the maximum area of outdoor customer service areas of restaurants or bars to not exceed 25% of the total enclosed area of the related restaurant or bar. Currently, the Code allows for 20% of the first 3,000 square feet, and 10% of the enclosed space over 3,000 square feet. Parking for outdoor seating would only be required for outdoor restaurant and bar areas over 200 square feet, and then at the same ratio as for the enclosed area of the restaurant or bar.

The final proposed change to the LDC is to update Paragraph 34-407(e) that currently prohibits amplified sound and music within approved outdoor seating areas. This change is necessary to maintain consistency with the new Chapter 18 "Noise" of the City's Code of Ordinances, adopted by the City Council on June 5, 2017. As a result of the new provisions in that ordinance for the issuance of Low Volume Outdoor Amplified and Acoustic Sound Permits, Paragraph (e) of Section 34-407 has been updated to reference those provisions. Paragraph (e) has been updated to eliminate the prohibition of amplified and other sounds, and to reflect the new outdoor sound permit regulations adopted by the City Council on June 5, 2017, as part of the new Chapter 18.

A new Paragraph (f) to Section 34-407 is also proposed, moving the regulations concerning animals in outdoor restaurants and bars from Paragraph (e), and adding language referencing the Dogs in Outdoor Dining Area permit process, administered by the City Clerk's office, as a new subsection (f).

The Planning Commission met to consider the proposed amendments to the Land Development Code on June 26, and July 10, 2017 and voted to recommend approval of the amendments by City Council, with the condition that any outdoor restaurant or bar area where alcoholic beverages are allowed be required to obtain conditional use approval.

RECOMMENDATION:

Adopt Ordinance No. 2017-8093, to amend Land Development Code Sections 34-340, 34-341, 34-342, 34-343, 34-344, 34-345, 34-346 and 34-407, to revise the regulations for outdoor restaurants and bars.

Introduced by: _____

1st Reading: _____

2nd Reading: _____

ORDINANCE NO. 2017-8093

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING DIVISION 2. ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, SECTIONS 34-340, 34-341, 34-342, 34-343, 34-344, 34-345, AND 34-346 OF ARTICLE VII. ZONING DISTRICTS, AND BY AMENDING DIVISION 2. SUPPLEMENTAL STANDARDS, SECTION 34-407 *OUTDOOR RESTAURANTS AND BARS* OF ARTICLE VIII. SITE DEVELOPMENT STANDARDS TO MODIFY THE LIMITATIONS AND CONDITIONS FOR OUTDOOR RESTAURANTS AND BARS; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, AND FOR OTHER PURPOSES.

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

SECTION 1. That Division 2, Section 34-340, Paragraph (d), Items (21) and (24) of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida are hereby amended, and as amended shall henceforth read as follows:

Section 34-340. Residential, multiple-family: RM-2.

(d) *Conditional uses.*

(21) Restaurants, and associated outdoor restaurants less than or equal to 200 square feet in area, excluding drive-ins.

(24) Outdoor restaurants greater than 200 s.f. in area, associated with a restaurant.

SECTION 2. That Division 2, Section 34-341, Paragraph (d), Items (1) and (18) of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida are hereby amended, and as amended shall henceforth read as follows:

Section 34-341. Commercial professional office: CPO.

(d) *Conditional uses.*

- (1) Restaurants, ~~except~~ and associated outdoor restaurants less than or equal to 200 square feet in area, excluding drive-ins.
- (18) Outdoor restaurants greater than 200 s.f. in area, associated with a restaurant.

SECTION 3. That Division 2, Section 34-342, Paragraph (b), Item (7) and Paragraph (d), Items (3) and (20) of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida are hereby amended, and as amended shall henceforth read as follows:

Section 34-342. Commercial limited: C-1.

(b) *Permitted uses.*

- (7) Restaurants, and associated outdoor restaurants less than or equal to 200 square feet in area. ~~Except,~~ excluding drive-ins.

(d) *Conditional uses.*

- (3) Bar, lounge, nightclub, tavern or other drinking place, and associated outdoor bars less than or equal to 200 square feet in area.
- (20) Outdoor restaurants or bars greater than 200 s.f. in area, associated with a restaurant or drinking establishment.

SECTION 4. That Division 2, Section 34-343, Paragraph (b), Item (11) and Paragraph (d), Items (1) and (14) of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida are hereby amended, and as amended shall henceforth read as follows:

Section 34-343. Commercial general: C-2.

(b) *Permitted uses.*

- (11) Restaurants, and associated outdoor restaurants less than or equal to 200 square feet in area.

(d) *Conditional uses.*

- (1) Bar, lounge, nightclub, tavern or other drinking place, and associated outdoor bars less than or equal to 200 square feet in area.
- (14) Outdoor restaurants or bars greater than 200 s.f. in area, associated with a restaurant or drinking establishment.

SECTION 5. That Division 2, Section 34-344, Paragraph (d), Items (4) and (5) of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida are hereby amended, and as amended shall henceforth read as follows:

Section 34-344. Commercial service: CS

(d) *Conditional uses.*

- (4) Restaurants, and associated outdoor restaurants less than or equal to 200 square feet in area, ~~except~~ excluding drive-ins.
- (5) Outdoor restaurants greater than 200 s.f. in area, associated with a restaurant.

SECTION 6. That Division 2, Section 34-345, Paragraph (b), Item (4) and Paragraph (d), Items (2) and (7) of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida are hereby amended, and as amended shall henceforth read as follows:

Section 34-345. Central business district: CBD.

(b) *Permitted uses.*

- (4) Retail trade establishments as follows: Building materials, hardware and garden supplies; general merchandise stores; apparel and accessory stores; home furniture, furnishing and equipment stores; restaurants, and associated outdoor restaurants less than or equal to 200 square feet in area; drug stores; florists; tobacco stands and newsstands; optical goods stores; and miscellaneous retail goods.

(d) *Conditional uses.*

- (2) Bar, lounge, nightclub, tavern or other drinking place, and associated outdoor bars less than or equal to 200 square feet in area.
- (7) Outdoor restaurants or bars greater than 200 s.f. in area, associated with a restaurant or drinking establishment.

SECTION 7. That Division 2, Section 34-346, Paragraph (d), Items (5) and (10) of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida are hereby amended, and as amended shall henceforth read as follows:

Section 34-346. Industrial district: I-1.

(d) *Conditional uses.*

- (5) Restaurants and outdoor restaurants less than or equal to 200 square feet in area, ~~except~~ excluding drive-ins.
- (10) Outdoor restaurants greater than 200 s.f. in area, associated with a restaurant.

SECTION 8. That Division 2, Section 34-407 of Article VIII. Site Development Standards of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida, is hereby amended, and as amended shall henceforth read as follows:

DIVISION 2.
SUPPLEMENTAL STANDARDS

Sec. 34-407. Outdoor Restaurants and Bars

In addition to the standards applicable to all conditional uses, as stated in Section 34-231, and in addition to the regulations of the zoning district in which the restaurant or bar is located, outdoor restaurants and bars ~~which that~~ are permitted or allowed in any zoning district shall be subject to the following limitations and conditions:

(a) The unenclosed portion of the restaurant or bar shall be accessory to or under the same ownership or control as the restaurant or bar ~~which that~~ is operated within a totally and permanently enclosed building located on the same lot.

(b) The area of unenclosed, outdoor customer service area of a restaurant or bar shall not exceed ~~twenty (20%)~~ twenty-five percent (25%) of the ~~first 3,000 square feet of total enclosed area of the restaurant or bar, plus ten (10%) percent of the enclosed area over 3,000 square feet in area.~~

(c) ~~For outdoor restaurants or bars exceeding 200 square feet in area, R~~required parking spaces shall be provided for the ~~total~~ customer service area outside of the building in excess of 200 square feet at the same ratio as required for the enclosed area of the restaurant or bar.

(d) The outdoor customer service area shall not be used to compute the minimum seating or customer service area required to qualify for a special restaurant (SRX) alcoholic beverage license. For any establishment selling alcoholic beverages for on-site consumption, the outdoor service area shall be enclosed by a minimum 42" high wall or fence. The wall or fence shall be constructed of wood, metal (except chain link), plastic, or other similar material. No rope of any kind shall be permitted.

~~(e) There shall be no use, operation, or playing of any musical instrument, loudspeaker, sound amplifier, or other machine for the production or reproduction of sound within an approved outdoor restaurant or bar seating area. No animals except seeing-eye dogs shall be permitted within an approved outdoor restaurant or bar seating area. Pursuant to Chapter 18 of the City of Jacksonville Beach Code of Ordinances, Section 18-7, a Low Volume Outdoor Amplified and Acoustic Sound Permit is required for licensed establishments to provide outdoor amplified and acoustic entertaining to originate from within the property line of a licensed business, to utilize outdoor sound amplification equipment, and to otherwise permit the generation of amplified sound or noise in unenclosed parts of the licensed premises. All establishments with an approved Outdoor Amplified and Acoustic Sound Permit must adhere to Section 18-7(b)4, Standards applicable to outdoor entertainment sound.~~

Section 34-407(e) shall expire on June 5, 2018, unless the city council of the City of Jacksonville Beach amends said section by extending the expiration date or by repealing said section in its entirety. Should said section expire or be repealed, thereafter there shall be no use, operation, or playing of any musical instrument, loudspeaker, sound amplifier, or other machine for the production or reproduction of sound within an approved outdoor restaurant or bar seating area.

(f) No animals except service dogs shall generally be permitted within an approved outdoor restaurant or bar seating area. However, pursuant to Ordinance No. 2010-7992, other dogs may be allowed in an outdoor restaurant area upon approval of a Dogs in Outdoor Dining Area permit application.

(fg) The Planning Commission is authorized to establish hours of operation for conditional use outdoor restaurant and bar seating areas as a means to ensure their compatibility with surrounding land uses.

(gh) If an approved outdoor restaurant or bar area violates any of the standards set forth in this section, or any other conditions placed on their approval by the Planning Commission, the violation shall be referred to the Code Enforcement Board Special Magistrate for a hearing. Upon finding that such a violation exists, the Special Magistrate may apply penalties as provided by law, including revocation of the conditional use approval for that outdoor seating area. Whenever the approval for a conditional use outdoor bar or restaurant seating area is revoked for a particular establishment, a conditional use application for outdoor bar or restaurant seating shall not be considered for any portion of that establishment for a period of two (2) years after the date of revocation.

SECTION 9. That all ordinances or parts of ordinances in conflict with this ordinance are, to the extent that the same may conflict, hereby repealed.

SECTION 10. That this ordinance shall take effect upon its adoption by the City Council.

AUTHENTICATED THIS ___ DAY OF _____, A.D., 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk