



# City of Jacksonville Beach

11 North Third Street  
Jacksonville Beach, Florida

## Agenda City Council

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Tuesday, September 4, 2018

7:00 PM

Council Chambers

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### **MEMORANDUM TO:**

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

Council Members:

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

### **OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

### **CALL TO ORDER**

### **ROLL CALL**

### **APPROVAL OF MINUTES**

- a. 18-158 Budget Workshop Held August 13, 2018
- b. 18-159 Budget Workshop Held August 14, 2018
- c. 18-160 Council Briefing Held August 20, 2018
- d. 18-161 Regular Council Meeting Held August 20, 2018

### **ANNOUNCEMENTS**

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

### **MAYOR AND CITY COUNCIL**

### **CITY CLERK**

### **CITY MANAGER**

- a. 18-162 Approve Contracts, Effective January 1, 2019, With:
- Florida Blue for Medical Insurance
  - MetLife for Dental Insurance
  - SunLife for Life Insurance
  - Advantica for Voluntary Vision Insurance
- b. 18-163 Approve the Ten (10) Purchase Orders Issued to Seven (7) Different Vendors in Support of Emergency Testing, Inspection, and Repair Services of Substation Equipment at Sampson Substation Totaling \$530,341
- c. 18-164 Declare Fairbanks Nijhuis/Pentair the Sole Provider for the Pollution Control Plant Effluent Pumps and Approve the Purchase of Two Effluent Pumps to Replace the Remaining Original Pumps that are No Longer Cost-Effective to Repair
- d. 18-165 Approve the *Summer Court* Final Plat for the Replat of Lots 8 and 9, Block D10, Ponte Vedra Unit Two Subdivision, Creating a Six-Lot Single-Family Residential Subdivision (4200 Ponte Vedra Blvd - *Summer Court*)

## **RESOLUTIONS**

- a. 18-166 RESOLUTION NO. 2020-2018 (PUBLIC HEARING)
- A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA TENTATIVELY APPROVING AMENDMENTS TO THE JACKSONVILLE BEACH 2030 COMPREHENSIVE PLAN FOR THE PURPOSE OF ADOPTING THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN, IN ORDER TO COMPLY WITH CHAPTER 369, PART III, FLORIDA STATUTES, AMENDING THE POTABLE WATER SUB-ELEMENT, CONSERVATION ELEMENT, AND INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN, AND AUTHORIZING TRANSMITTAL OF SAID AMENDED ELEMENTS TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.
- b. 18-167 RESOLUTION NO. 2021-2018
- A RESOLUTION AUTHORIZING THE CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NEPTUNE BEACH DETAILING OWNERSHIP OF, AND RESPONSIBILITIES FOR THE COST, CONSTRUCTION, AND OPERATION, MAINTENANCE AND REPAIR OF THE NEW BRIDGE AND ROADWAY APPROACHES AT SEAGATE AVENUE IN JACKSONVILLE BEACH, FLORIDA, AS PART OF THE FDOT'S STATE ROAD A1A DRAINAGE IMPROVEMENTS PROJECT.

## **ORDINANCES**

a. 18-168 ORDINANCE NO. 2018-8110 (First Reading)

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* TO ADD "TOUR OPERATORS" AS SUBPARAGRAPH (20); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

b. 18-169 ORDINANCE NO. 2018-8111 (First Reading)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; AMENDING CHAPTER 5, "ANIMALS AND FOWL," ARTICLE II. - DOGS AND CATS, DIVISION 1. - IN GENERAL, SECTION 5-36 "RESERVED." ADDING NEGLECT, ABANDONMENT, CONFINEMENT, TETHERING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

## ADJOURNMENT

## NOTICE

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

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

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

**City of Jacksonville Beach  
Minutes of City Council Workshop  
FY2019 – Public Works Budget Workshop  
Monday, August 13, 2018 – 5:00 P.M.**

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

The following City Council Members were in attendance:

Mayor: Charlie Latham

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

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Also present were Interim City Manager Karen Nelson, Chief Financial Officer Michael Nadeau, Budget Officer Ashlie Gossett and Director of Public Works David Millinor.

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

Staff present from Public Works were Distribution & Collection Superintendent Chuck Hernden, Streets Division Superintendent David McDonald, Pollution Control Plant Division Supervisor Phil Brown, Public Works City Engineer Martin Martirone and Water Plant Division Supervisor Michael Taylor.

**Public Works**

Interim City Manager Karen Nelson reviewed the mission statement of the Public Works Department. Ms. Nelson stated the only change in staffing for the department was a GIS Analyst position with the Administration Division for 2019.

Director of Public Works David Millinor reviewed the department's accomplishments as listed in the report. Mr. Millinor highlighted the following accomplishments:

- Downtown Redevelopment District Master Plan Improvement Project
  - Roadway/Utilities project 1: Beach Blvd. to 4<sup>th</sup> Avenue South east of A1A
  - Cleared Downtown stormwater channel and drainage ditch at the golf course
- Cleared/televised 33,791 feet of storm pipe and 34,795 feet of sanitary pipe
- Achieved high levels of service in oceanfront cleaning, garbage collection and sweeping
- Maintained compliance for water consumption use permit, and wastewater & stormwater federal pollutant discharge elimination permits

Mr. Millinor reviewed the upcoming projects and goals for FY2019 including the following:

- Downtown Redevelopment District Improvements Program
  - Construct Project 2 of roadway/ utility project – Central basin and Downtown storm pump station upgrade
  - Design roadway and utilities Project 3 - Stormwater channel improvements
- South Beach Redevelopment District Improvements Program

- Construct canal improvements
- Stormwater pond reconstruction
- Commercial area improvements program
  - Design Penman Road commercial area improvements 11th Avenue North to 18<sup>th</sup> Avenue North
- Water Wastewater, Stormwater Infrastructure Improvement program
- Maintain compliance for water state consumption use permit and wastewater & stormwater federal pollutant discharge elimination permits
- Keep Jacksonville Beach beautiful
- Maintain performance measures

Ms. Nelson reviewed the Performance Measures highlighting the following:

- Water volume and hydrants for fire protection – Maintain unaccounted water usage below 10% of the total produced
  - Ms. Nelson stated due to the new water meter program; the unaccounted water usage is currently at (or about) 5%
- Keep streets well maintained for driving and free of trash
  - Seal coat/resurface 7 to 10 road miles
  - Sweep the downtown streets an average of four times per month
  - Repair/construct 2,000 feet of sidewalk
  - Achieve regulatory compliance for normal operating conditions

Ms. Nelson reviewed the funding sources and a financial summary as detailed in the report. She reported the funding sources to come from three enterprise utilities, the Local Option Gas Tax, and the General Fund. Ms. Nelson stated the overall budget decrease is attributable to the capital projects in the divisional plans.

#### Distribution and Collection Division

Ms. Nelson reviewed the operations of the Distribution and Collection Division, noting they are responsible for maintaining 109 miles of water mains, 85 miles of sewer mains, 18 miles of force mains, 1,990 sewer manholes, 909 fire hydrants, 2,652 water valves, 11,118 water services, and 9,429 sewer services. Ms. Nelson stated there are no changes in staffing in this Division.

Ms. Nelson stated the budget increase is primarily due to operating expenses as follows:

- Water Valve Maintenance Program
- Sanitary Sewer System Maintenance Program
- Software for the new Automated Meter Interface program

#### Pollution Control Plant Division

Ms. Nelson stated the Division operates and maintains the wastewater transmission system of 38 sewage pump stations and the 4.5 million gallons per day capacity sewage treatment facility, with reuse quality effluent.

Ms. Nelson reviewed the division objectives as detailed in the report and stated there are no staffing changes in this division.

Ms. Nelson reported the overall division budget decreases are primarily due to capital outlay, which is project driven and the scheduling of the projects. The Capital Outlay projects are as follows:

- Rehabilitation construction of Lift Station #29
- Rehabilitation design of Lift Station #23
- Digester Tank and Air Piping improvements
- Digester stair improvements including a new lift for equipment
- Purchase of actuators, soft starts, and frequent variable drive

#### Water Plant Division

Ms. Nelson reviewed the Water Plant Division's mission, objectives, and organization. She stated the water system has a total production capacity of 7.0 million gallons of water daily, but currently, uses an average of 2.6 million gallons per day.

Mr. Millinor stated the division objectives by highlighting the following:

- Treat, store and protect nearly 1 billion gallons of drinking water annually. Make available quantities of water needed for fire protection.
- Maintain local, state and federal regulatory compliance.

Ms. Nelson stated the capital Outlay in the prior year included \$900,000 for a new raw water well.

Mr. Millinor stated North Florida water issues are increasing and are being monitored.

#### Streets Division

Ms. Nelson stated the Streets Division maintains the city's roadways, traffic control signage and markings, sidewalks, and stormwater collection.

Mr. Millinor reviewed the division objectives highlighting the following:

- Seal coat or resurface 7 to 10 miles of roads annually
- Repair and maintain the stormwater drainage system
- Install and maintain traffic and pedestrian control signage and markings
- Maintain clean and attractive sidewalks as well as repair 2,000 feet of sidewalk
- Maintain a clean and attractive community environment by collecting garbage and picking up litter from our streets and sidewalks

Ms. Nelson explained the operations and programs of the Streets Division are funded by the General Fund and the Local Option Gas Tax. She stated the budget would increase slightly due to capital outlay including the following:

- Funding to replace (2) Zero Turn Mowers (year model 2001 and year model 2003)
- Funding to replace ½ ton pickup truck (year model 2010)

Stormwater Utility Program

Ms. Nelson reviewed the program objectives and budget issues as listed in the report. She stated the budget decreased mainly due to capital projects are undertaken in the prior year and the scheduling of those projects.

Mr. Millinor stated there might be possible concerns regarding the FDOT project to improve the stormwater drainage system for State Road A1A/Beach Blvd.

Sanitation Utility Program

Ms. Nelson reviewed the division objectives highlighting the following:

- Collect garbage, yard waste, and recyclables from residential customers via weekly curbside service
- Collect garbage from commercial customers via dumpster, compactor and curbside service on a weekly routine basis.
- Recycling is voluntary for all customers and is available for all commercial customers and multiplex dwelling units for an additional fee
- Keep Jacksonville Beach beautiful through the oceanfront & downtown cleaning, graffiti abatement, and street sweeping programs

Ms. Nelson outlined the Funding Source and Budget and stated the budget decrease is primarily due to new contract costs. Ms. Nelson stated in FY2019; the City would be transitioning to a new beach cleaning contract.

Administration

Ms. Nelson stated there is one new position added to this division. The GIS Analyst has been added to assist in the expansion and ongoing maintenance of Public Works GIS maps. This position would report to Engineering.

The Workshop adjourned at 5:40 P.M.

Submitted by: Jodilynn Byrd  
Administration Assistant

Approved:

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William C. Latham, Mayor

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

**City of Jacksonville Beach  
Minutes of City Council  
FY2019 - Budget Workshop  
Tuesday, August 14, 2018 – 5:00 P.M.**

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Interim City Manager Karen Nelson called the Budget Workshop to order at 5:00 P.M.

The following City Council Members were in attendance:

Mayor: Charlie Latham (late)

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

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Also present were Chief Financial Officer Michael Nadeau, Budget Officer Ashlie Gossett, Director of Beaches Energy Services Allen Putnam, Director of Parks and Recreation Jason Phitides and Golf Course Superintendent Trevor Hughes.

Everyone present had a copy of the Proposed Budget and Business Plan for FY2019.

**Beaches Energy Services**

Interim City Manager Karen Nelson stated the Mission of Beaches Energy Services (BES) is to provide reliable energy services at a competitive price with superior customer service, “Above and Beyond the Expected.” BES services over 35,000 meters. Ms. Nelson stated during the FY2019 storeroom functions were reorganized so that the personnel now reports to the Property & Procurement Officer. The personnel costs remain in the BES budget. Director of Beaches Energy Services Allen Putnam reminded Council it was previously approved to eliminate one Lineman position to create an Engineering position.

Mr. Putnam reviewed the Accomplishments for FY2018 highlighting the following:

- Completed 20,763 feet of natural gas main extension, which should add an additional 25 customers to this gas line.
- Reduced service outage time to less than half of the average for the Southeast United States and selected Florida Municipal Power Agency (FMPA) members.

Ms. Nelson reviewed the cost chart outlining the average rates for 1,000 kWh for the state. BES continues to meet its goal of keeping rates below the state average. Ms. Nelson stated that BES does not charge any franchise fees or utility taxes in our rates.

Mr. Putnam stated the City entered into a solar agreement this year for three 74.5 megawatts solar farms that would be in production in 2020. The City’s share of the solar power is approximately 10 megawatts.

Ms. Nelson outlined the Performance Measures by highlighting the following as the primary objectives:

- Cost
- Service
- Reliability

Ms. Nelson reviewed the Financial Summary stating the personal services increase is primarily due to pension contribution, health insurance, and annual merit increases. Ms. Nelson stated a portion of the Capital Outlay budget is coming out of the capital reserves and that the bond would be paid off in 2020, so we will not budget for debt service after that.

While reviewing budget issues, Mr. Putnam stated there might be a budget modification for an additional tree trimming project done at Guana Substation to eliminate trees near electrical lines.

Mr. Putnam stated BES is constantly pushing the Florida Municipal Power Agency to pay off the All-Requirements Project debt in 20 years or less. Mr. Putnam also stated the BES fee structure would be reviewed in the near future. Mr. Putnam stated BES is meeting with JEA and plans to dissolve the current Interconnection Agreement, which will save the City over \$600,000 a year.

Mr. Putnam outlined the Capital Projects for FY2019 highlighting the following:

- Overhead Line Rebuild – Roscoe Blvd. North Phase Two and Three
- Specify, bid, procure and begin installation of an Outage Management System for Beaches Energy
- Design, Purchase, and installation of a new 224 MVA transformer for Sampson Substation

Ms. Nelson stated BES owns a natural gas distribution system within BES territory that is primarily for commercial customers along the main gas line route. It was designed to provide approximately 3,000,000 therms annually, and during the calendar year 2017, customers purchased 2,082,692 therms.

### **Parks and Recreation**

Ms. Nelson reviewed the Parks and Recreation Department mission statement and the organization. Ms. Nelson stated two Grounds Maintenance Workers had been added to assist with the landscaping maintenance previously contracted out.

Ms. Nelson reviewed the financial summary stating Capital Outlay increases include the addition of an eighth tennis court at Huguenot Tennis Facility and playground equipment at Tall Pines Park.

### **Recreation Administration Division**

Director of Parks and Recreation Jason Phitides reviewed the recent accomplishments of the department by highlighting the following:

- New K-9 artificial turf was installed at the Dog Park
- Improved South Beach Park by installing turf on the multi-purpose field, extending the splash pad to accommodate toddlers, and replacing fitness equipment
- Replaced pump station for the golf course and city-wide irrigation system

Ms. Nelson reviewed the Financial Summary and explained payroll related increases are attributed to merit, pension, and health insurance increases.

#### Ocean Rescue Division

Mr. Phitides stated the incentive program helped greatly with recruiting additional staff for the summer hours needed to provide a safe beach. He stated the Ocean Rescue staff are well trained and very committed to the hard work they do. Mr. Phitides stated if the Volunteer Life Saving Corp does not provide full coverage on Sundays and holidays, it would significantly increase costs.

Ms. Nelson reviewed the Financial Summary stating the Capital Outlay includes the replacement of a 2011 Chevy Silverado.

#### Ground Maintenance Division

Mr. Phitides explained the increase in staffing as two Maintenance Worker positions had been added to take over certain landscape maintenance work previously contracted out. Mr. Phitides stated he intends to integrate this division with the golf course to provide additional help when needed.

#### Tennis Center Division

Ms. Nelson stated revenues at the Huguenot Tennis Center have increased. The goal is to have the tennis center's revenues cover its expenses. Additional money has been budgeted to construct an additional lighted tennis court and a half basketball court.

#### Carver Center

Mr. Phitides stated the staff at the Carver Center does an excellent job and services approximately 100 people a day.

Ms. Nelson stated in the past, Community Block Grant funding for this program has been reduced and may be subject to further federal budget reductions.

#### Oceanfront Facilities Division

Mr. Phitides stated the restrooms and showers are in good working order and are opened at 7:00 A.M. daily.

#### Community Center and Exhibition Hall

Mr. Phitides stated revenue for the Community Center, and Exhibit Hall is up approximately 20% since installing the new flooring. The fee structure has been updated and is intended to cover operating costs.

#### Special Events

Ms. Nelson stated the funding for the Special Events Division is a combination of the General Fund and the Conventional Development Fund. Ms. Nelson stated the facility rentals and fees cover the entire cost of the Special Events Coordinator position. Mr. Phitides stated the fee structure had been updated and an additional administrative fee had been added. The fee structure is intended to cover operating costs.

Golf Course

Mr. Phitides stated the Golf Course would have one full-time Golf Course Superintendent and five full-time Maintenance Workers.

Mr. Phitides reviewed the recent accomplishments of the Golf Course highlighting the following:

- Installation of a new irrigation pump station including the dual pump attachment system to control PH levels
- Extended the driving range to add 35% more capacity
- All greens have inboard/outboard irrigation surrounding the greens

Mr. Phitides reviewed the goals for FY2019 of the Golf Course highlighting the following:

- Ensure the Golf Course pays its way by increasing revenues through marketing and other promotions
- Improve competitive position with local golf facilities through excellent customer service and well-maintained playing conditions
- Increase the Golf Course's visibility and usage

Golf Course Superintendent Trevor Hughes stated he finds it unrealistic to keep the grand opening date for the Golf Course on September 1, 2018, due to the current drainage channel project. Because of that project, three tees are not built or grassed. Once the drainage project is complete, Mr. Hughes stated the tee boxes would be built and grassed. Mr. Hughes suggested pushing the grand opening back to September 29 or October 6 to assure total completion of the golf course.

Ms. Nelson stated a contract for a restaurant vendor would be on an upcoming agenda.

The Workshop adjourned at 6:15 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

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William C. Latham, Mayor

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

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The Council Briefing began at 6:00 P.M.

The following City Council Members were in attendance:

**Mayor:** William C. Latham

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

Also present was Interim City Manager Karen Nelson.

**Purpose of Briefing**

The purpose of the briefing was to update the Council Members on projects including the following items:

**City Manager**

**Resolution on permit fees**

Director of Planning and Development Bill Mann introduced Building Official, George Knight who explained the proposed Resolution No. 2015-2018, amending the schedule of permit and land development code application fees. Mr. Knight stated a comparative analysis was completed, and the fees have been adjusted accordingly.

**Downtown Action Plan update**

Mr. Mann briefly reviewed the Downtown Action, Implementation and Management Plan by Dix.Hite + Partners. This included updated concepts of the previously discussed concepts. Mr. Mann stated the Community Redevelopment Agency (CRA) would be reviewing the updated concepts and consider the funding for the second phase of the Downtown Action Plan at an upcoming meeting.

**Downtown projects**

Mr. Mann outlined the upcoming projects in the Downtown area including additional hotels, apartments, retail space and possible restaurants.

**Animal Cruelty ordinance**

Police Chief Patrick Dooley stated the City recently was approached to create an ordinance regarding animal cruelty. He stated having a local ordinance, instead of being restricted to only following the State laws, would allow the City's Animal Control Officer, Kelsey Eberle, to have more authority regarding enforcement.

**SRX and Extended Hours permits**

Mayor Latham stated he has spoken to the Police Chief Pat Dooley as well as some of the Police Commanders and Officers, to come up with a solution regarding the public safety issue in the Central Business District (CBD) that would be fair for all businesses.

Mayor Latham suggested the following changes:

- Implement midnight closing time for any new restaurants
- Grandfather in all existing businesses with extended hours permits
- Implement a two infraction rule that would cause a restaurant to permanently lose their Extended Hours Permit privileges after a second infraction within a year
- Any existing infractions would remain on the record and would be applied towards the two infraction limit
- Applies to all restaurants within the City

Mayor Latham stated these guidelines would ensure habitual offenders be put on notice and not disrupt the restaurants that do not have any infractions.

Conversation ensued regarding additional suggestions and modifications regarding the proposed changes.

Mr. Vogelsang suggested the Community Redevelopment Agency (CRA) and the City act aggressively by possibly investing in properties for sale within the City. Mr. Vogelsang stated by doing so, it would allow the City to offer incentives to attract restaurants that meet the City's goals.

Ms. Nelson stated an additional Council Workshop would be scheduled for September 10, 2018, at 6:15 P.M. to further discuss Downtown Redevelopment issues.

The briefing adjourned at 6:50 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

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

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

**Minutes of Regular City Council Meeting  
held Monday, August 20, 2018, at 7:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida**



### **OPENING CEREMONIES**

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

### **CALL TO ORDER**

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

### **ROLL CALL**

Mayor: William C. Latham

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

Also present was Interim City Manager Karen Nelson.

### **APPROVAL OF MINUTES**

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

- Council Budget Tour held August 3, 2018
- Budget Workshop held August 6, 2018
- Regular City Council Meeting held August 6, 2018
- Budget Workshop held August 7, 2018
- Public Workshop held August 8, 2018

### **ANNOUNCEMENTS**

Police Chief Patrick Dooley took the floor to address City Council about the incident on August 8th, 2018, where one of our responding officers, Cpl. William Eierman was shot multiple times. Chief Dooley reported Cpl. Eierman is recovering and doing well, and we look forward to his return to work. Chief Dooley expressed his appreciation to the Mayor, the Council, the staff, and the community for the tremendous support shown to Cpl. Eierman, his family and to the whole Police Department.

Mr. Thomason spoke about the shooting incident on August 8th, 2018, and commended all the responding officers and employees involved that evening. He spoke about the job of a police officer, how it is viewed, and how sometimes it is misrepresented in the media. Mr. Thomason reminded everyone when people are running away for cover in these situations the police are running towards it to protect the citizens.

Ms. Wilson spoke about the shooting incident on August 8<sup>th</sup>, 2018, and commended Cpl. Eierman and the Police department for their bravery. Ms. Wilson thanked everyone who was able to attend the fundraiser for Cpl. Eierman at Sneakers on Sunday, August 19. In closing, Ms. Wilson reminded everyone about the car show tomorrow evening in Latham Plaza.

Mayor Latham thanked members of the community, City Council, and staff for the love and support shown for Cpl. Eierman and our Police Department.

As discussed in the Council Briefing, Mayor Latham stated there would be another alcohol workshop scheduled for September 10, 2018, immediately following the 6:00 P.M. budget ordinance reading.

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

Trey Phillips, 934 North 10<sup>th</sup> Street, Jacksonville Beach, spoke about the missing stop sign and post at 9<sup>th</sup> Avenue and 10<sup>th</sup> Street North. He reported this, and within thirty minutes of his report, a crew replaced the stop sign at this busy intersection. Mr. Phillips commended the Public Works Department for their quick response.

Ken Marsh, 2027 Gail Avenue, Jacksonville Beach, stated he appreciated the discussion at the Council Briefing today and how Council is addressing the downtown issues and continued economic growth.

Mackenzie Flint took the floor to address the Council. She attends Fletcher Middle School, 7<sup>th</sup> grade, and is attending this meeting as part of her Civics class project.

### **MAYOR AND CITY COUNCIL**

**(a) Item #18-152 RESOLUTION NO. 2016 -2018**

**Resolution of Lifetime Achievement Award – Ty Edwards**

Mayor Latham requested that the City Clerk read Resolution No. 2016-2018 by title only, whereupon Ms. Scott read the following:

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

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution No. 2016 -2018,

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

The motion passed unanimously.

Mayor Latham requested that the City Clerk read the complete resolution into the record, whereupon Ms. Scott read Resolution No. 2016-2018. Mayor Latham, on behalf of the City, presented the award to Mr. Edwards.

Ty Edwards thanked Mayor Latham. Mr. Edwards stated that before his 22 years of service with Jacksonville Beach, he served for 22 years in the U.S. Army. He has had a lifetime of service. Mr. Edwards stated it has been an honor and a privilege to serve, and he thanked his wife Linda for being there from the beginning. Mr. Edwards thanked George Forbes for having the confidence to hire him 22 years ago. He expressed his appreciation for the support received from the City, the community, and especially the Public Works Department.

George Forbes took the floor and commended Mr. Edwards and his department for all their accomplishments and hard work. Mr. Forbes extended his appreciation and thanked Ty Edwards for everything he has done for the City and stated he enjoyed working with him all those years.

On behalf of the Council, Mayor Latham closed with acknowledging that the City has a high level of reliability because of Ty Edwards and the Public Works Department personnel.

## CITY CLERK

## CITY MANAGER

### **(a) Item #18-153 – Accept the Monthly Financial Reports for the month of July 2018**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to accept the monthly financial reports for the month of July 2018, as submitted by the Chief Financial Officer.

**Discussion:** Ms. Nelson explained the City continues to be in sound financial condition, as detailed in the agenda memo.

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

### **(b) Item #18-154 – Award Bid Number 1718-23 – Installation of Fiber Optic Cable along the 805 Transmission Line between Beaches Energy Services' Sampson and Ft. Diego Substations**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Bid Number 1718-23 – Installation of Fiber Optic Cable between Sampson and Ft. Diego substations to the lowest responsive bidder, ElectricCom, LLC.

**Discussion:** Allen Putnam, Beaches Energy Director, explained except for the 18.2 mile Sampson to Ft. Diego line, all of Beaches Energy Services transmission lines utilize a fiber optic medium for high-speed protection. He added this is the only run in the system that does not have fiber optic communications. When completed, the entire system will be supported with high-speed communications.

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

### **(c) Item #18-156 – Approve a Commercial Lease Agreement with Tee to Green Partners dba The Sand Trap Tavern for the Restaurant at the Jacksonville Beach Golf Club**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to authorize the Deputy City Manager and Mayor to execute a lease with Tee to Green Partners dba The Sand Trap Tavern, for the restaurant operation at the Jacksonville Beach Golf Course, as described in the memorandum from the Director of Parks and Recreation dated August 15, 2018.

**Discussion:** Ms. Nelson reviewed the Golf Course closing, renovation, reopening plans, and the slide listing lease details. She announced Tee to Green Partners will lease and operate the restaurant and asked them to address the Council, along with the Director of Parks and Recreation.

Director of Parks and Recreation Jason Phitides introduced Steve Smith, the Managing Partner, and Pat Day, the General Partner, of Tee to Green, and they took the floor to address the Council. Steve Smith stated the golfer is their number one priority. They want this enterprise to have a family atmosphere as well. From the surrounding parks, they also want to draw the non-golfers and families to come and enjoy the restaurant – inside and outside.

Mr. Doherty inquired if Mr. Smith has experience running Golf Course concessions. Mr. Smith responded he did not and provided his background in the restaurant business, both as an investor and an operator. He has friends who have operated municipal golf courses and has learned from them.

Mr. Smith explained his main background includes basketball coaching. His last job was at Auburn University. Prior locations he coached at Memphis, El Paso, New Jersey, and the University of Massachusetts-Springfield. Participating in sports has offered opportunities to be involved in sports taverns, and that is what they want to bring to the Jacksonville Beach Golf Course restaurant.

Mr. Vogelsang inquired about the \$25,000 for restaurant renovations and equipment costs to be split between the lessee and the City. Ms. Nelson confirmed the contract agreement is for the City to match the lessee's expenses up to a \$25,000 investment by the City.

Mr. Vogelsang asked Mr. Smith if he had \$25,000 to put toward the renovations, if he had a budget, and what was the vision for the restaurant. Mr. Smith explained they plan to replace the missing equipment, and he anticipates the renovations will exceed their \$25,000 investment. At this time they have not established a final budget, because they are still in the vision planning stages for the restaurant. Per the contract, Mr. Smith stated any improvements made and the equipment will remain the property of the City.

Ms. Wilson asked Mr. Smith and Mr. Day to identify their restaurant background.

Mr. Smith stated he had been an investor, owner, and operator in restaurants. He owned a sports bar on Beale Street in Memphis, Tennessee called The Field. He had another location in Springfield while coaching at UMASS and a summer location in York, Maine.

Mr. Day stated he helped in his family's restaurant businesses in New Jersey. They have been in business for over thirty years, and this is where he worked and learned about operating restaurants – from dishwasher to manager. He played sports in college where he earned his MBA.

Mr. Smith stated he and Mr. Day have the hands-on experience, the professional experience, and the business knowledge to succeed in this business. They plan to market business from the local sports activities at the neighboring parks in the afternoons/evenings and weekends in addition to the golf customers.

Mr. Thomason raised questions about the contract language, and a lengthy discussion ensued about the days and hours of operation, special events, and the type of alcohol license in use.

Mr. Phitides confirmed the City owns the alcohol license, 4COP SRX, and Tee to Green will be listed as an operator on the license.

Ms. Nelson stated the special event language addresses events that are not within the normal operations of the Golf Course restaurant. The intent is to set the minimum daily hours of operation, not the maximum, and that the restaurant remains open while the Golf Course is open.

City Attorney Susan Erdelyi addressed the Council. Ms. Erdelyi suggested there could be more definitive verbiage added for hours of operation later than 7:00 PM, such as requiring email communication to the City Manager/designee. In the event changes need to be made to the contract, Ms. Erdelyi stated there is (contract) language for the City to work with the Lessee to make those amendments.

Discussion ensued about tabling the item, and the City Attorney was questioned if the contract needed to be revised. City Attorney Erdelyi assured the Council this is an acceptable contract and the consensus was not to table the item.

Ms. Hoffman commended Mr. Smith and Mr. Day for their plans for the restaurant improvements along with the outdoor seating enhancements and looks forward to a successful operation.

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

Nay - Wilson

The motion passed with a 6 to 1 vote.

## **RESOLUTIONS:**

**(a) Item #18-157 RESOLUTION NO. 2015-2018**

Mayor Latham requested that the City Clerk read Resolution No. 2015-2018 by title only, whereupon Ms. Scott read the following:

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

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution No. 2015-2018, amending the Schedule of Permit and Land Development Code Application Fees for the City of Jacksonville Beach, Florida.

**Summary:** Ms. Nelson explained the fees had not been updated since 1996. Research showed the City's fees are less than the City of Atlantic Beach and less than Duval County, as shown on the slide showing the Comparative Analysis. Ms. Nelson stated this action would bring the City up to date.

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

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 8:09 P.M.

Submitted by: Laurie Scott  
City Clerk

Approval:

William C. Latham, MAYOR

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

LS/njp

Draft

City of

Jacksonville Beach

City Hall

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FL 32250

Phone: 904.247.6263

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## MEMORANDUM

TO: Karen W. Nelson, Deputy City Manager  
FROM: Ann Meuse, Human Resources Director  
SUBJECT: Employee Benefit Renewals for Calendar Year 2019  
DATE: August 23, 2018

### ACTION REQUESTED

Approve contracts, effective January 1, 2019 with:

- Florida Blue for medical insurance
- MetLife for dental insurance
- SunLife for life insurance
- Advantica for voluntary vision insurance

### BACKGROUND

City employees are covered by multiple carriers for medical, dental, vision, life, and voluntary benefits. All of these benefits will renew on January 1, 2019.

The City is very pleased to be able to continue to offer the same HMO and PPO medical plan options with Florida Blue to employees and their dependents with a 2.64% increase for 2019, which is significantly below the national averages.

Due to the City's favorable experience, Florida Blue quoted an 8% increase in health insurance premiums for 2019. With the assistance of Abentras, the City was able to further reduce this increase to 2.64% through negotiations with Florida Blue and by applying \$93,629 of the Affordable Care Act rebate received for 2018. As required by law, the Affordable Care Act rebate must be distributed to the employees, and the City has elected to do this through a reduction in premiums for 2019.



Memorandum to Karen W. Nelson, Deputy City Manager

August 23, 2018

Page 2 of 2

### Medical

The 2019 renewal increase from Florida Blue is 2.64% for a projected annual cost to the City of \$2,686,463, which is \$69,095 higher than last year. See *Exhibit A* for current and proposed rates.

### Dental

MetLife will continue to offer three dental plan options: DHMO (Dental Health Maintenance Organization), low PPO (Preferred Provider Organization) option and high PPO option. Although the City has had very high utilization of its dental insurance, Abentras was able to negotiate the same rates as last year for the MetLife DHMO plan and a 5% rate increase for the MetLife low PPO and high PPO options. The projected annual cost to the City for dental insurance in 2019 is \$82,277, which is a \$3,465 increase from 2018.

### Life and Disability

The City provides employees \$25,000 in life insurance coverage through SunLife. The rates for SunLife are the same as last year. The City's cost for this coverage is projected to be \$21,895 in 2019. All other life and disability benefits are offered on a voluntary basis to employees. Voya critical illness, gap and accident insurances will remain flat. SunLife, which also provides additional voluntary life and disability insurance, are the same as last year.

### Vision

Advantica will continue to offer vision benefits on a voluntary basis to employees at the current 2019 rates.

### RECOMMENDATION

Approve contracts with Florida Blue, MetLife, SunLife, and Advantica for employee health, dental, life, and vision insurance.

**EXHIBIT A  
HEALTH INSURANCE RENEWAL RATES WITH BROKER FEES  
CALENDAR YEAR 2019**

<b>CITY - MONTHLY RATES</b>				
COVERAGE TIER	CURRENT		RENEWAL	
	HMO	PPO	HMO	PPO
Employee	\$560.37	\$560.37	575.17	\$575.17
Employee + Spouse	\$812.56	\$812.56	\$834.00	\$834.00
Employee + Child(ren)	\$812.56	\$812.56	\$834.00	\$834.00
Employee and Family	\$1,103.89	\$1,103.89	\$1,133.01	\$1,133.01
Monthly Cost	\$201,179.56	\$16,934.46	\$206,490.36	\$17,381.58
<b>Annual City Cost*</b>	<b>\$2,617,368.24</b>		<b>\$2,686,463.28</b>	
	<b>Annual Increase</b>		<b>2.64%</b>	
	<b>\$69,095.04</b>			

*\*Based on current enrollment*

<b>EMPLOYEE - MONTHLY RATES</b>				
COVERAGE TIER	CURRENT		RENEWAL	
	HMO	PPO	HMO	PPO
Employee	\$0.00	\$144.35	0.00	\$148.16
Employee + Spouse	\$310.00	\$589.78	\$318.18	\$605.35
Employee + Child(ren)	\$253.77	\$520.00	\$260.47	\$533.72
Employee and Family	\$693.73	\$1,136.11	\$712.07	\$1,166.07
Monthly Cost	\$39,691.83	\$6,976.80	\$40,740.17	\$7,160.92
<b>Annual Employee Cost*</b>	<b>\$560,023.56</b>		<b>\$574,813.08</b>	
	<b>Annual Increase</b>		<b>2.64%</b>	
	<b>\$14,789.52</b>			

*\*Based on current enrollment*

<b>TOTAL - MONTHLY COSTS</b>				
COVERAGE TIER	CURRENT		RENEWAL	
	HMO	PPO	HMO	PPO
Employee	\$560.37	\$704.72	\$575.17	\$723.33
Employee + Spouse	\$1,122.56	\$1,402.34	\$1,152.18	\$1,439.35
Employee + Child(ren)	\$1,066.33	\$1,332.56	\$1,094.47	\$1,367.72
Employee and Family	\$1,797.62	\$2,240.00	\$1,845.08	\$2,299.08
Total Monthly Cost	\$240,871.39	\$23,911.26	\$247,230.53	\$24,542.50
<b>Total Annual Cost*</b>	<b>\$3,177,391.80</b>		<b>\$3,261,276.36</b>	
	<b>Annual Increase</b>		<b>2.64%</b>	
	<b>\$83,884.56</b>			

*\*Based on current enrollment*

Beaches Energy

Services

1460-A Shelter Ave

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FL 32250

Phone: 904.247.6281

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

## MEMORANDUM

TO: Karen Nelson, Deputy City Manager  
FROM: Allen Putnam, Director of Beaches Energy Services  
SUBJECT: Emergency Repairs to Sampson Substation  
DATE: August 25, 2018

### ACTION REQUESTED

Approve the ten (10) Purchase Orders issued to seven (7) different vendors in support of emergency testing, inspection, and repair services of substation equipment at Sampson substation totaling \$530,341.

### BACKGROUND

Sampson substation is the primary feed for energy into Beaches Energy Services' electric system and is our most critical electric facility. Beaches Energy experienced several significant equipment failures at our Sampson substation in January and February of this year. All three transformers and ancillary equipment were affected.

On January 3, 2018, the largest of the three transformers, TR-3, experienced an internal fault on its load tap changer resulting in catastrophic failure. Emergency testing services were secured from two different testing companies to determine the extent of the damage and to identify what repairs were necessary to bring the transformer back in service. Repair services, including the purchase and installation of a new load tap changer, were completed and TR-3 was brought back online on July 20, 2018. The total cost of testing, inspection and repairs was \$369,198.

On January 25, 2018, TR-2 also experienced a failure of its load tap changer due to an internal fault. Once again, emergency testing and inspection services were secured to determine the extent of the damage and to identify the repairs required to place the transformer back in service. On April 19, 2018, TR-2 was brought back online. The total cost of testing, inspection, and repair was \$110,077.

**MEMORANDUM**

**Emergency Repairs to Sampson Substation**

August 25, 2018

Page 2 of 3

In February 2018, System Operations began to receive erratic readings from TR-1. We removed the transformer from service to mitigate the risk of further damage or failure. On February 26, 2018, Beaches Energy secured emergency testing and inspection services for TR-1. Minor issues were identified and mitigated that, if left unchecked, would have resulted in significant failure. TR-1 was placed back in service on March 3, 2018. The total cost of testing, inspection, and repair was \$21,161.

Also in February 2018, Beaches Energy Services' Remote Terminal Unit at Sampson failed. This unit collects equipment status information and power system parameters that enable System Operators to monitor and manage the electric system. With the remote terminal unit down, the status of Sampson substation was unknown. The unit was deemed unrepairable and an emergency purchase order was issued for the procurement of a new remote terminal unit. The new unit was installed and placed into service on April 10, 2018. The total cost of engineering, installation, and commissioning of the new equipment was \$29,905.

Below is a summary of the purchase orders related to the emergency repairs:

<b>PO Number</b>	<b>Vendor</b>	<b>Cost</b>
38979	TAW	\$21,161
38656	Service Electric	\$9,776
38699	Service Electric	\$89,288
38832	Service Electric	\$11,012
38468	Electric Power	\$5,485
38654	RTS Transformers	\$7,500
181134	Southern Switch	\$4,155
181133	Franklin Electric	\$11,799
38931	TAW	\$340,259
38980	Schweitzer Engineering	\$29,905
	<b>TOTAL</b>	<b>\$530,341</b>

**MEMORANDUM**

**Emergency Repairs to Sampson Substation**

**August 25, 2018**

**Page 3 of 3**

The City Manager authorized the emergency repairs at Sampson substation to mitigate the immediate danger to public health and safety from the potential loss of electric service. In accordance with the City's Purchasing Manual, emergency purchase orders that are in excess of the \$25,000 bid threshold must receive prior approval by the City Manager and must be subsequently approved by the City Council.

With all three transformers and the Remote Terminal Unit back in service, the emergency work necessary to restore Sampson substation is complete. Funds for the repairs are available in the Beaches Energy Services Capital Projects Reserve. This expenditure will be included in the year end budget modification.

**RECOMMENDATION**

Approve the emergency repairs to Sampson substation transformers and related equipment at a total cost of \$530,341.

To JEA Switzerland  
substation

804

BFS - Sampson

TR-1

TR-2

TR-3

To Ft. Diego substation

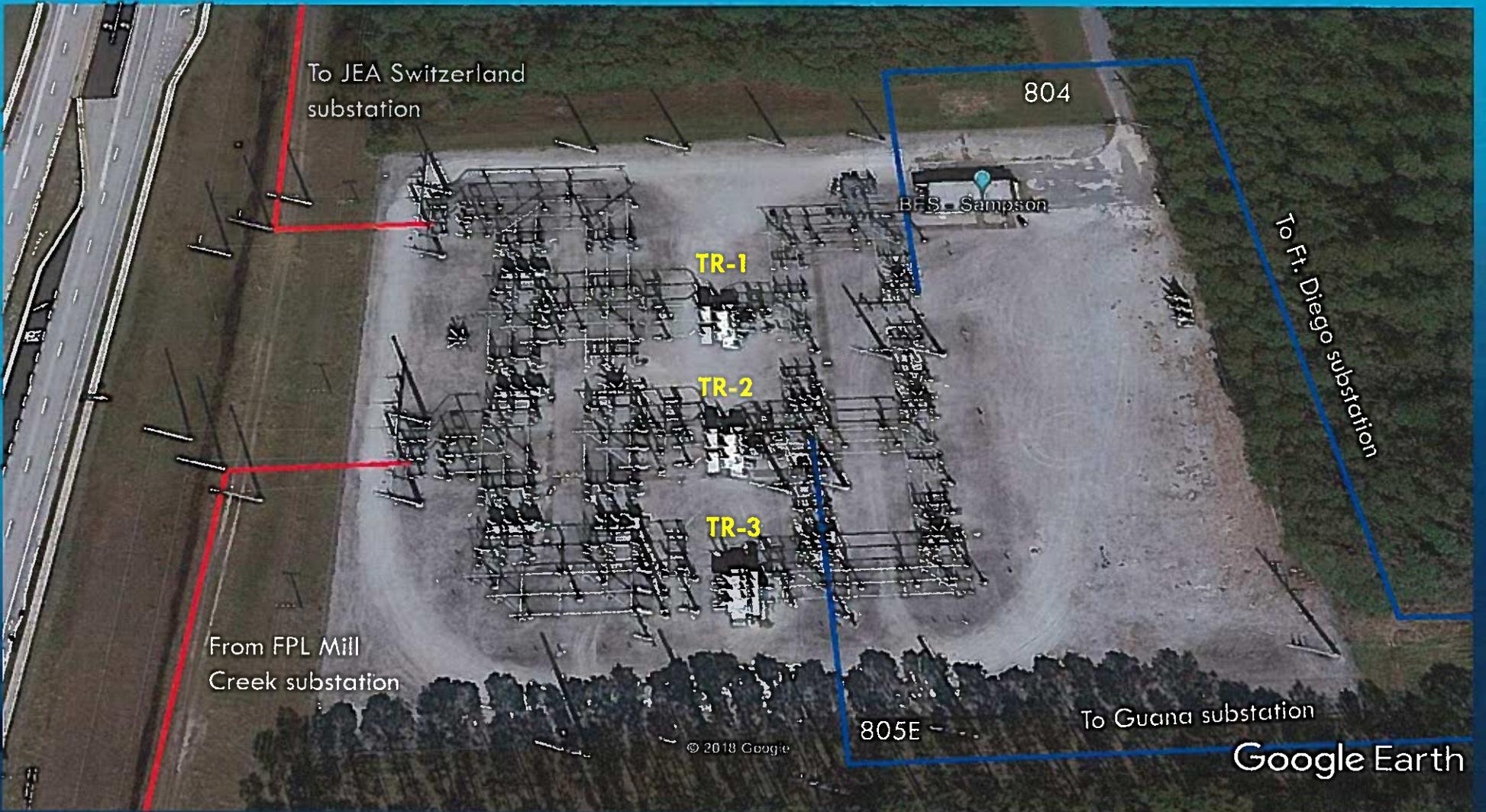
From FPL Mill  
Creek substation

805E

To Guana substation

© 2018 Google

Google Earth



City of

Jacksonville Beach

Department of Public

Works

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August 25, 2018

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

**FROM:** David Millinor, Public Works Director

**SUBJECT:** Purchase of Two Replacement Effluent Pumps

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**ACTION REQUESTED:**

Declare Fairbanks Nijhuis / Pentair the sole source provider for the Pollution Control Plant Effluent Pumps and approve the purchase of two effluent pumps to replace the remaining original pumps that are no longer cost effective to repair.

**BACKGROUND:**

The Pollution Control Plant has 3 high service effluent pumps used to discharge treated water from the plant. These pumps were manufactured by Fairbanks Morse (now Fairbanks Nijhuis and owned by Pentair) and were originally installed in 1996. One of the three pumps was replaced in 2005 while the remaining two have been in service for 22 years. The life expectancy of high head effluent pumps is 8-15 years.

In April 2018, the Pollution Control Plant mechanics disassembled #3 Effluent Pump due to a leaking seal and it was discovered that the entire rotating assembly needed to be replaced. Upon further inspection the staff determined that the entire casing was also worn out. Photos were sent to the technical representative for a second opinion and it was confirmed that the casing also needed to be replaced.

The quote from Sanders Co. (the sole source provider in our region for Fairbanks Nijhuis / Pentair pumps) for a new effluent pump is \$17,321.85. Additionally, the staff feels that it is prudent to purchase a second pump to allow for a planned replacement of the remaining original 22-year-old pump once #3 Effluent Pump is back online. Due to space restrictions in the effluent building and the piping configuration, the Fairbank Nijhuis / Pentair pumps are the only replacement pumps available that fit in the



space and provide the required flow rate and discharge pressure without reconfiguring the effluent building piping. There are sufficient funds in the FY2018 Maintenance and Repair Equipment budget for this purchase.

**RECOMMENDATION:**

Declare Fairbanks Nijhuis / Pentair the sole source provider for the Pollution Control Plant Effluent Pumps and approve the purchase of two new effluent pumps from the Fairbanks Nijhuis / Pentair pumps provider, Sanders Co., at a total cost of \$34,643.70.



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## **MEMORANDUM**

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

**From:** Heather Ireland, Senior Planner

**Re:** *Summer Court* Final Plat, a Replat of Lots 8 and 9, Block D10, Ponte Vedra Unit Two subdivision – Final Plat Approval. (4200 Ponte Vedra Blvd)

**Date:** August 25, 2018

---

### **ACTION REQUESTED:**

Approve the attached Final Plat for the Replat of Lots 8 and 9, Block D10, Ponte Vedra Unit Two subdivision, creating a six-lot single-family residential subdivision (4200 Ponte Vedra Blvd – *Summer Court*)

### **BACKGROUND:**

The applicant has applied to subdivide the two large adjacent lots into six single-family residential lots. The property is located on the west side of Ponte Vedra Boulevard, north of Mills Lane, in a Residential, single-family: RS-1 subdivision. The project received Concept Plat approval from the Planning Commission in March of 2018. Staff advised the applicant that he would need to get a final subdivision plat approved by City Council and recorded with the Clerk of County Courts prior to selling the six individual single-family lots.

Each of the six single-family lots shown on the attached plat exceed the minimum lot size requirement of 10,000 square feet for RS-1 single-family dwellings. A new public cul-de-sac street, Summer Court, will provide access to the new lots from Ponte Vedra Boulevard.

The attached Final Plat document has been approved by all reviewing City Departments, and is consistent with relevant Land Development Code and Comprehensive Plan regulations.



**RECOMMENDATION:**

Approve the *Summer Court* Final Plat for the Replat of Lots 8 and 9, Block D10, Ponte Vedra Unit Two subdivision, creating a six-lot single-family residential subdivision.



# SUMMER COURT

BEING A REPLAT OF LOTS 8 AND 9, BLOCK D10, PONTE VEDRA UNIT TWO, AS RECORDED IN PLAT BOOK 26, PAGES 6 AND 6A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A 10 FOOT DRAINAGE RIGHT-OF-WAY, CLOSED BY CITY OF JACKSONVILLE BEACH ORDINANCE 98-7750 AND LYING WITHIN SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA

**CAPTION**

BEING A REPLAT OF LOTS 8 AND 9, BLOCK D10, PONTE VEDRA UNIT TWO, AS RECORDED IN PLAT BOOK 26, PAGES 6 AND 6A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A 10 FOOT DRAINAGE RIGHT-OF-WAY, CLOSED BY CITY OF JACKSONVILLE BEACH ORDINANCE 98-7750 AND LYING WITHIN SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LOT 10, BLOCK D10, PONTE VEDRA UNIT TWO, AS RECORDED IN PLAT BOOK 26, PAGES 6 AND 6 A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT BEING SITUATE ON THE SOUTHWEST RIGHT-OF-WAY LINE OF PONTE VEDRA BOULEVARD (ALSO KNOWN AS COUNTY ROAD NO. 203, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 26°12'16" EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 275.00 FEET; THENCE SOUTH 63°47'44" WEST, DEPARTING SAID SOUTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 86°58'04" WEST, A DISTANCE OF 272.83 FEET; THENCE NORTH 12°03'24" EAST, A DISTANCE OF 213.50 FEET; THENCE NORTH 63°47'44" EAST, A DISTANCE OF 298.61 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF PONTE VEDRA BOULEVARD AND THE POINT OF BEGINNING.

**ADOPTION AND DEDICATION**

THIS IS TO CERTIFY THAT SEDOMA INVESTORS, LLC., A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS SUMMER COURT, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS TRUE AND CORRECT PLAT OF THOSE LANDS.

THE STORMWATER MANAGEMENT FACILITY 1 AND DRAINAGE EASEMENT AS SHOWN ON LOT 3 SHALL REMAIN PRIVATELY OWNED BY THE OWNER OF LOT 3. THE STORMWATER MANAGEMENT FACILITY 2 AND DRAINAGE EASEMENT AS SHOWN ON LOT 4 SHALL REMAIN PRIVATELY OWNED BY THE OWNER OF LOT 4. ALL MAINTENANCE AND ANY OTHER MATTERS PERTAINING TO THE STORMWATER MANAGEMENT FACILITIES AND DRAINAGE EASEMENTS LOCATED ON LOTS 3 AND 4 SHALL BE THE RESPONSIBILITY OF SUMMER COURT ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS. NOTWITHSTANDING THE FOREGOING, LAWN AND LANDSCAPE MAINTENANCE IN THE STORMWATER MANAGEMENT FACILITY AND DRAINAGE EASEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT. THE CITY OF JACKSONVILLE BEACH, BY ACCEPTANCE OF THIS PLAT, ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SAID STORMWATER MANAGEMENT FACILITIES.

THE EASEMENT DESIGNATED AS 10' B.E.S. ELECTRIC EASEMENT IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A BEACHES ENERGY SERVICES (B.E.S.), ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. BEACHES ENERGY SERVICES HEREBY RESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES, LANES, AND ELECTRIC EASEMENTS DEPICTED OR DEDICATED BY THIS PLAT FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM, SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPURTENANCES IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM. ALL LOTS ARE SUBJECT TO AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES AND ABOVE GROUND EQUIPMENT, AND APPURTENANCES OVER, UNDER, ACROSS, AND ALONG A MINIMUM OF TEN (10') FEET IN WIDTH, STRIP OF LAND PARALLEL AND CONCENTRIC WITH THE ROAD RIGHTS OF WAY (DENOTED AS 10' B.E.S. ELECTRIC EASEMENT). THE AFORESAID 10' B.E.S. ELECTRIC EASEMENTS ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

1. NO UTILITIES OTHER THAN BEACHES ENERGY SERVICE SHALL BE INSTALLED PARALLEL WITHIN SAID EASEMENTS.
2. ELECTRIC EASEMENTS DEDICATED TO BEACHES ENERGY SERVICES AND WHERE ABOVE GROUND EQUIPMENT, FACILITIES AND APPURTENANCES ARE PLACED SHALL REMAIN TOTALLY UNOBSTRUCTED IN COMPLIANCE WITH THE UTILITY'S REQUIREMENTS AND SPECIFICATIONS FOR EQUIPMENT CLEARANCES FROM SHRUBS, TREES, PLANTS, FENCES, AND OTHER OBJECTS.
3. THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE, BUT SUBJECT TO REMOVAL BY BEACHES ENERGY SERVICES WITHOUT PRIOR NOTICE, AT THE EXPENSE OF EACH LOT OWNER OR SUMMER COURT HOMEOWNERS ASSOCIATION FOR THE REMOVAL AND REPLACEMENT OF SUCH ITEMS.

THE EASEMENT DESIGNATED AS 10' UTILITY EASEMENT IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH PROVIDING WATER AND SEWER SERVICES.

**SEDOMA INVESTORS, LLC**

A FLORIDA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: SEAN D. MANN  
TITLE: MANAGER

PURSUANT TO AUTHORITY CONFERRED BY SECRETARY'S CERTIFICATE RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

\_\_\_\_\_  
WITNESS SIGNATURE  
  
\_\_\_\_\_  
PRINT NAME

**CITY OF JACKSONVILLE BEACH APPROVAL**

THIS IS TO CERTIFY THAT THIS PLAT OF SUMMER COURT, HAS BEEN EXAMINED AND APPROVED BY THE CITY COUNCIL OF JACKSONVILLE BEACH, FLORIDA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
WILLIAM C. LATHAM (MAYOR)  
  
\_\_\_\_\_  
LAURIE SCOTT (CITY CLERK)

**CERTIFICATE OF CLERK**

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
RONNIE FUSSELL, CLERK OF THE CIRCUIT COURT  
  
\_\_\_\_\_  
SIGNATURE OF DEPUTY CLERK  
  
\_\_\_\_\_  
PRINT NAME

**OWNER/DEVELOPER:**  
SEDOMA INVESTORS, LLC  
1112 THIRD STREET, SUITE 4  
NEPTUNE BEACH, FL 32266  
  
**SURVEYOR:**  
DURDEN SURVEYING AND MAPPING, INC.  
1825 THIRD STREET NORTH, SUITE B  
JACKSONVILLE BEACH, FL 32250  
  
**ENGINEER:**  
CONNELLY & WICKER, INC.  
10050 SKINNER LAKE DRIVE, SUITE 500  
JACKSONVILLE, FL 32246

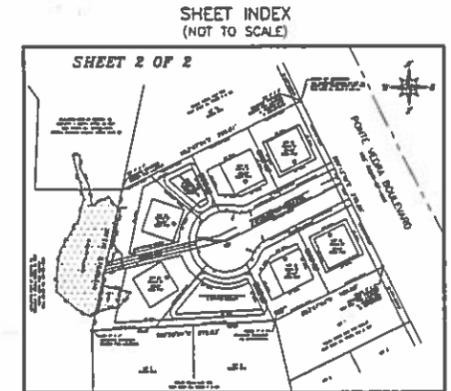
**OSSI PV, LLC**

A FLORIDA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: BENNY J. OSSI, JR.  
TITLE: MORTGAGE HOLDER

RECORDED IN OFFICIAL RECORDS BOOK 18388, PAGE 715, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

\_\_\_\_\_  
WITNESS SIGNATURE  
  
\_\_\_\_\_  
PRINT NAME



**CERTIFICATE OF PLAT REVIEW**

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED AND FOUND IN CONFORMITY WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
SIGNATURE OF REVIEWING PROFESSIONAL SURVEYOR AND MAPPER  
  
\_\_\_\_\_  
FLORIDA LICENSE NUMBER  
  
\_\_\_\_\_  
PRINT NAME

**CERTIFICATE OF SURVEYOR**

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE LEGAL DESCRIPTION, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF FLORIDA STATUTE 177, AND THAT PERMANENT REFERENCE MONUMENTS (PRM) AND LOT CORNERS HAVE BEEN MONUMENTED IN ACCORDANCE WITH CHAPTER 177.091, FLORIDA STATUTES AND CHAPTERS 5J-17, FLORIDA ADMINISTRATIVE CODE.

CERTIFIED THIS 26TH DAY OF JUNE 2018.

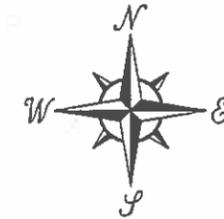
*Bruce Durden Jr.*  
\_\_\_\_\_  
H. BRUCE DURDEN JR.  
PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER 4707  
DURDEN SURVEYING AND MAPPING, INC.  
1825 THIRD STREET NORTH, SUITE B  
JACKSONVILLE BEACH, FL 32250

- GENERAL NOTES:**
1. THIS PROPERTY LIES IN FLOOD ZONE "Z" PER FLOOD INSURANCE RATE MAP (FIRM), DUVAL COUNTY, COMMUNITY NO. 120078 (JACKSONVILLE BEACH), MAP/PANEL NO. 12011C-0419-K, REVISED JUNE 1, 2013
  2. BEARINGS BASED ON THE SOUTHWEST RIGHT-OF-WAY LINE OF PONTE VEDRA BOULEVARD AS BEING S 26°12'16" E, AS LOCATED ON FLORIDA STATE PLANS.
  3. FLORIDA STATE PLANE COORDINATES SHOWN HEREON AS THIS N. 2729448.8761 E. 228843.1331 AND ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. FEET, NORTH AMERICAN DATUM (N.A.D.) OF 1983
  4. METLINES SHOWN HEREON WERE PLACED BY ENVIRONMENTAL RESOURCE SOLUTIONS, INC. DATED 04/06/2018
  5. BUILDING RESTRICTION SETBACK LINES SHOWN HEREON AS THUS: FRONT: 25 FEET, SIDE: 10 FEET, REAR: 30 FEET
  6. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DETECTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

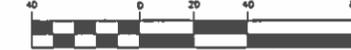
PREPARED BY:  
**DURDEN**  
SURVEYING AND MAPPING, INC.  
1825-B 3RD STREET NORTH  
JACKSONVILLE BEACH, FLORIDA 32250  
PHONE (904) 853-6822  
FAX (904) 853-6825  
LICENSED BUSINESS NO. 6896  
WORK ORDER NO. 18249 FILE NO. C-1712

# SUMMER COURT

BEING A REPLAT OF LOTS 8 AND 9, BLOCK D10, PONTE VEDRA UNIT TWO, AS RECORDED IN PLAT BOOK 26, PAGES 6 AND 6A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A 10 FOOT DRAINAGE RIGHT-OF-WAY, CLOSED BY CITY OF JACKSONVILLE BEACH ORDINANCE 98-7750 AND LYING WITHIN SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA



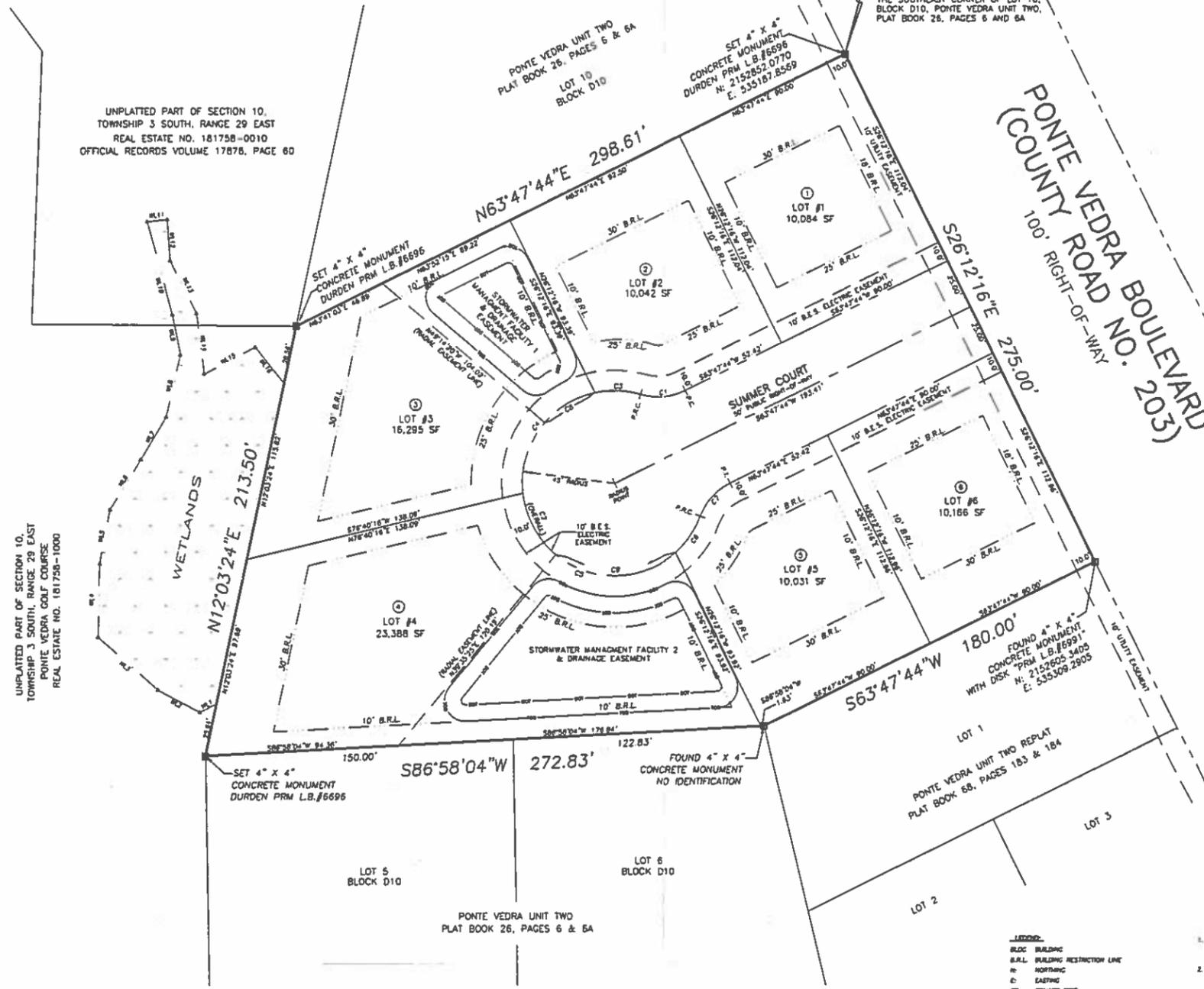
GRAPHIC SCALE



( IN FEET )  
1 Inch = 40 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	22.43'	30.00'	42°50'00"	S85°12'44"W	21.91'
C2	208.65'	45.00'	265°40'01"	S26°12'16"E	66.00'
C3	22.62'	45.00'	28°48'21"	N87°46'26"W	22.39'
C4	66.05'	45.00'	84°06'08"	S35°46'19"W	60.28'
C5	98.39'	45.00'	125°16'10"	S68°54'49"E	79.93'
C6	21.59'	45.00'	27°29'22"	N34°42'25"E	21.36'
C7	22.43'	30.00'	42°50'00"	S42°22'44"W	21.91'
C8	29.11'	45.00'	37°03'44"	S59°17'31"W	28.60'
C9	63.73'	45.00'	81°08'19"	N89°01'15"E	38.53'

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
WL1	9.04'	S62°40'19"W
WL2	23.17'	N62°11'34"W
WL3	38.84'	N48°36'12"W
WL4	35.66'	N01°24'35"E
WL5	26.69'	N10°39'10"E
WL6	28.70'	N31°29'47"E
WL7	24.22'	N31°34'38"E
WL8	30.86'	N12°56'08"E
WL9	20.02'	N11°12'44"W
WL10	46.85'	N15°14'13"W
WL11	9.94'	N83°50'38"E
WL12	20.01'	S03°48'58"E
WL13	28.80'	S26°29'30"E
WL14	29.82'	S07°19'16"E
WL15	28.03'	N62°21'36"E
WL16	22.53'	S38°32'31"E



UNPLATTED PART OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 EAST, PONTE VEDRA GOLF COURSE, REAL ESTATE NO. 181758-1000

UNPLATTED PART OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 EAST, REAL ESTATE NO. 181758-0010, OFFICIAL RECORDS VOLUME 17876, PAGE 60

PONTE VEDRA BOULEVARD (COUNTY ROAD NO. 203) 100' RIGHT-OF-WAY

FOUND 4" X 4" CONCRETE MONUMENT CONCRETE L.B.#6991 WITH DISK N: 2152605.3405 E: 535309.2905

LOT 1 PONTE VEDRA UNIT TWO REPLAT PLAT BOOK 68, PAGES 183 & 184

- LEGEND:
- BLDG. BUILDING
  - B.R.L. BUILDING RESTRICTION LINE
  - R. RIGHT-OF-WAY
  - E. EASEMENT
  - SF. SQUARE FEET
  - WL. WETLAND LINE
  - L.B. LICENSED BUSINESS
  - L.S. LICENSED SURVEYOR
  - P.C. POINT OF CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - P.T. POINT OF TANGENCY
  - R.L.S. REGISTERED LAND SURVEYOR
  - MON. PERMANENT REFERENCE MONUMENT
  - SET 4" X 4" CONCRETE MONUMENT
  - FOUND 4" X 4" CONCRETE MONUMENT

- GENERAL NOTE:
- THIS PROPERTY LIES IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP (FIRM) DUVAL COUNTY COMMUNITY NO. 170278 (JACKSONVILLE BEACH), MAP/PAVEL NO. 12031C-0419-04, REVISED JUNE 3, 2013.
  - BOUNDARIES BASED ON THE SOUTHWEST RIGHT-OF-WAY LINE OF PONTE VEDRA BOULEVARD AS BEING 5 3/4" X 6" C, AS LOCATED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. FEET, NORTH AMERICAN DATUM (N.A.D.) OF 1983.
  - FLORIDA STATE PLANE COORDINATES SHOWN HEREON AS THIS N. 21°24'48.87" E. 52884.3331', AND ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. FEET, NORTH AMERICAN DATUM (N.A.D.) OF 1983.
  - WETLANDS SHOWN HEREON WERE FLAGGED BY ENVIRONMENTAL RESOURCE SYSTEMS, INC. DATED: 01/09/2018.
  - BUILDING RESTRICTION BETWEEN LINES SHOWN HEREON AS THIS FROM: 25 FEET; SIDE: 10 FEET; REAR: 30 FEET.
  - NOTICE: THIS PLAN, AS RECORDED IN ITS DRAWING FORM, IS THE OFFICIAL DETECTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL BE CONSIDERED AS SUPPLEMENTED BY AUTHORITY BY ANY OTHER DRAWING OR DIGITAL FORM OF THIS PLAN. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:

**DURDEN**  
SURVEYING AND MAPPING, INC.  
1825-B 3RD STREET NORTH  
JACKSONVILLE BEACH, FLORIDA 32250  
PHONE (904) 853-6822  
FAX (904) 853-6825  
LICENSED BUSINESS NO. 6696

WORK ORDER NO. 18249, FILE NO. C-1712

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6231

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Planning@jaxbchfl.net

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

## **MEMORANDUM**

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

**From:** Heather Ireland, Senior Planner

**Re:** **Resolution 2020-2018**, tentatively approving text amendments to the Jacksonville Beach 2030 Comprehensive Plan to add and update policies for, and adopt by reference, the City's *Water Supply Facilities Work Plan*, and authorizing transmittal of the proposed amendments to the Florida Department of Economic Opportunity for review.

**Date:** August 27, 2018

---

### **ACTION REQUESTED:**

Adopt Resolution No. 2020-2018, tentatively approving text amendments to the Jacksonville Beach 2030 Comprehensive Plan, as related to the required *Water Supply Facilities Work Plan* and authorizing transmittal of the amended elements to the Florida Department of Economic Opportunity for review.

### **BACKGROUND:**

In 2005, the Florida Legislature added requirements for water supply planning to Florida Statutes, Chapter 163, Part II, and Chapter 373, relating to Growth Management. Water supply assessments completed in 2010 identified the need to develop Regional Water Supply Plans throughout the State. Subsequently, the St. Johns River Water Management District and the Suwannee River Water Management District engaged in a collaborative public process to develop the North Florida Regional Water Supply Plan (Plan) 2015-2035. Both districts' governing boards approved the Plan in January 2017. The Plan includes Duval County, and as such, the City of Jacksonville Beach, and addresses water supply issues of the region and provides a framework to meet water needs of the area through 2035.

Florida Statutes Chapter 163 also requires local governments to prepare a Water Supply Facilities Work Plan (Work Plan) and to incorporate it by amendment into their comprehensive plans after final approval and adoption of a regional water supply plan, or update of an existing plan. The required Work Plan must cover at least a 10-year planning period and identify water supply facilities, water supply



projects, and conservation and reuse activities needed to meet the projected future water demands of the community. The Planning and Development Department with assistance from the Public Works Water Plant Division has prepared the required Work Plan to transmit to the State for review and approval. In addition to the Work Plan, staff has prepared amended and new Comprehensive Plan policies required to support this effort.

The City's Work Plan consists of a brief history of water supply planning, background information on the North Florida Regional Water Supply Plan, details on city water supply facilities, historic and projected future water demand, water conservation and reuse efforts, and future proposed capital improvement projects related to water supply. The Work Plan data and analysis demonstrates that water supply sources and infrastructure are adequate to serve the water supply needs of the City for the 10-year planning period. This is based on projected demand due to small population increases related to the City's permitted water supply capacity. The transmittal Resolution along with a copy of the Work Plan are provided.

In addition to the required Work Plan, proposed Comprehensive Plan amendments have been prepared to address the statutory requirements for local water supply planning. These proposed amendments include:

- The City shall maintain a Water Supply Facilities Work Plan that is coordinated with the St. Johns River Water Management District's (SJRWMD) North Florida Regional Water Supply Plan (NFRWSP).
- The City shall continue to implement its Water Conservation Plan submitted to the St. Johns River Water Management District (SJRWMD) as part of the City's consumptive use permitting process.
- In accordance with Florida Statutes for water supply planning, the City shall cooperate with the St. Johns River Water Management District (SJRWMD) in the evaluation and updates of applicable data and analysis of current and projected water needs for at least a 10-year period.
- The City shall implement water conservation, use, and supply protection programs consistent with the St. Johns River Water Management District (SJRWMD) Plans and the City's Water Supply Facilities Work Plan.

The Water Plan and proposed amendments to the City's 2030 Comprehensive Plan policies were reviewed and considered by the Planning Commission on August 13, 2018. The Planning Commission recommended unanimously that City Council approve the transmittal of the proposed amendments to the State for review and approval.

**RECOMMENDATION:**

Adopt Resolution No. 2020-2018, tentatively approving text amendments to the Jacksonville Beach 2030 Comprehensive Plan, and authorizing transmittal of the proposed amendments to the Florida Department of Economic Opportunity for review.

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

**RESOLUTION NO. 2020-2018**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA TENTATIVELY APPROVING AMENDMENTS TO THE JACKSONVILLE BEACH 2030 COMPREHENSIVE PLAN FOR THE PURPOSE OF ADOPTING THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN, IN ORDER TO COMPLY WITH CHAPTER 369, PART III, FLORIDA STATUTES, AMENDING THE POTABLE WATER SUB-ELEMENT, CONSERVATION ELEMENT, AND INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN, AND AUTHORIZING TRANSMITTAL OF SAID AMENDED ELEMENTS TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.**

**WHEREAS**, the Jacksonville Beach City Council adopted a Comprehensive Plan for the City by Ordinance No. 7474; and

**WHEREAS**, pursuant to the provisions of Chapter 163, Part II, Florida Statutes, the City of Jacksonville Beach is required to amend the Comprehensive Plan to include a 10-year water supply facilities work plan addressing potable water facilities necessary to serve existing and future projected development; and

**WHEREAS**, the City has initiated an amendment to the 2030 Comprehensive Plan in order to incorporate the 10-year Water Supply Facilities Work Plan by reference into in the Comprehensive Plan, and to add new and amend existing policies in the Potable Water Sub-Element, Conservation Element, and Intergovernmental Coordination Element for the purposes of implementing said 10-year Water Supply Facilities Work Plan; and

**WHEREAS**, Section 163.3184, Florida Statutes, provides that a local government shall, following an advertised public hearing, transmit by affirmative vote of not less than a majority of the members of the governing body present at the hearing, proposed comprehensive plan amendments to the applicable reviewing agencies and local governments; and

**WHEREAS**, on August 13, 2018, the City of Jacksonville Beach Planning Commission, acting as the Local Planning Agency at an advertised public hearing, unanimously recommended transmittal of the amendments to the Florida Department of Community Affairs.

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

**SECTION 1.** That the proposed amendments to the 2030 Comprehensive Plan, as set forth in Exhibit A to this Resolution, are hereby tentatively approved. Such approval is subject to the review by and receipt of any objectives, recommendations, and comments from, the Florida Division of Economic Opportunity, Division of Community Development.

**SECTION 2.** That the Planning and Development Director is hereby authorized to transmit said proposed amendments and any support documents that may be required to the Florida Department of Economic Opportunity, Division of Community Development, for their review and consideration.

**SECTION 3.** This resolution shall take effect upon its passage and publication as required by law.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

---

William C. Latham, MAYOR

---

Laurie Scott, CITY CLERK

## **Proposed Comprehensive Plan Amendments**

The following are new and/or modified policies and objectives required in conjunction with the adoption of a Water Supply Facilities Work Plan and its incorporation into the 2030 Comprehensive Plan for the City of Jacksonville Beach.

### **Potable Water Sub-element**

#### **Policy PW.1.1.7**

The City of Jacksonville Beach Water Supply Facilities Work Plan (2018-2035) is hereby adopted by reference.

#### **Policy PW.1.1.8**

The City shall maintain a Water Supply Facilities Work Plan that is coordinated with the St. Johns River Water Management District's (SJRWMD) North Florida Regional Water Supply Plan (NFRWSP). Within 18 months of adoption of any subsequently updated North Florida Regional Water Supply Plan, the City shall update its Water Supply Facilities Work Plan and related comprehensive plan policies as necessary.

#### **Policy PW.1.1.9**

The City shall continue to implement its Water Conservation Plan submitted to the St. Johns River Water Management District (SJRWMD) as part of the City' consumptive use permitting process.

#### **Policy PW.1.2.4**

Maintain existing elevated potable water supply tanks.

### **Conservation Element**

#### **Objective CO.1.7**

The City shall protect ground water resources.

#### **Policy CO.1.7.1**

In accordance with Florida Statutes for water supply planning, the City shall cooperate with the St. Johns River Water Management District (SJRWMD) in the evaluation and updates of applicable data and analysis of current and project water needs for at least a 10-year period, initiate Comprehensive Plan Amendments, and update the City's Water Supply Facilities Work Plan as necessary.

#### **Policy CO.1.7.2**

The City shall implement water conservation, use, and supply protection programs consistent with the St. Johns River Water Management District (SJRWMD) Plans and the City's Water Supply Facilities Work Plan.

## **Intergovernmental Coordination Element**

### **Policy IG.1.4.1 (*existing, to be modified*)**

The City will participate in the development of updates to the St. Johns River Water Management District's (SJRWMD) ~~Water Supply Assessment and District Water Supply Plan~~ North Florida Regional Water Supply Plan and in other water supply development related initiatives facilitated by the SJRWMD that affect the City. The City will also coordinate with the SJRWMD on issues including, but not limited to, water conservation, storm water runoff and effluent re-use.

City of Jacksonville Beach, Florida

# **10-Year Water Supply Facilities Work Plan**

(2018 – 2028)

**Prepared by:**

Planning and Development Department  
11 North 3<sup>rd</sup> Street  
Jacksonville Beach, FL 32250  
(904) 247-6231

August 14, 2018

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## Introduction

The Florida Legislature via Chapters 163 and 373 Florida Statutes (F.S.) established a link between regional water supply plans prepared by water management districts and local government comprehensive plans. Water Management Districts are required by Florida Statutes to prepare a water supply plan for a 20-year planning period in order to ensure that existing water sources are adequate to meet projected water demand. Local governments within a regional water supply planning area are required to develop a 10-year water supply facilities work plan to ensure that adequate water supply is available to meet future demands. Work plans must include a 10-year planning period, identification of water supply facilities, and identification of capital improvement projects required to provide for projected water demands. Local governments are also required to update their comprehensive plans to review goals, objective and policies as needed, to reflect the water supply facilities work plan.

The City of Jacksonville Beach falls within the boundaries of the St. Johns River Water Management District (SJRWMD). In January of 2017, the respective governing boards of the St. Johns River and Suwanee River Water Management Districts approved the North Florida Regional Water Supply Plan (NFRWSP). The NFRWSP plan is the first ever regional water supply plan for the 14 North Florida counties. The NFRWSP area encompasses all of Duval County and therefore the City of Jacksonville Beach. The data and analysis provided herein is to support the requirement for the City to develop a water supply facilities work plan that is consistent with the NFRWSP.

This Work Plan addresses the planning period of 2018-2035. The work plan is adopted by reference into the City's Comprehensive Plan by Policy PW.1.1.7, and , in accordance with Policy PW.1.1.8 will be updated every time the water management district governing board approves an updated regional water supply plan that affects the City. This is the first water supply facilities work plan developed for the City of Jacksonville Beach.

## Background

The City of Jacksonville Beach is located on a barrier island in eastern Duval County and is bordered by the Intracoastal Waterway on the west and the Atlantic Ocean on the east. The University of Florida Bureau of Economic and Business Research (BEBR) provided a 2017 population estimate for the City of Jacksonville Beach of 23,503. This is an increase of 2,140 from the 2010 Census. Future population growth in Jacksonville Beach is expected to be minimal, as the majority of the City is built out, and opportunities for future population growth exist mainly through infill and redevelopment.

## Data and Analysis

### Potable Water System Service Area

The City provides potable water to customers within the City's corporate limits. The Public Works Department operates and maintains the public water supply, treatment, and distribution systems located within the city limits. Extraterritorial water service is not provided from the Public Water System (PWS). However, there is an interconnection with the City of Neptune Beach's water system to the north, under an informal mutual aid agreement between the two cities.

Map 1: Public Water Supply System Map



Source: 2030 Comprehensive Plan-City of Jacksonville Beach

## Existing Potable Facilities

The Public Water System (PWS) is composed of six source water supply wells, two water treatment plants (WTPs), four ground storage tanks, two elevated storage tanks and a potable water distribution system. There are four private wells in the City that provide potable drinking water to four individual users. There are no current plans for the private potable water users to connect to City water, and significant additional water usage from these wells is not expected.

## Source

The Public Water System withdraws groundwater from the Floridan Aquifer, which is then treated and delivered to customers. Each Water Treatment Plant (WTP) has a dedicated wellfield which consists of three wells. Each of the wells is located within a one half mile radius of its respective treatment plant. One well at WTP #1 is 1,200 feet deep, while the other two wells are 900 feet deep, and the three wells at WTP #2 are approximately 900 feet deep.

To protect its potable water source, the City's comprehensive plan contains the following water source protection policies:

- Wellhead protection zone requirements (Policy LU.1.4.13)
- Limits on petroleum storage tanks and other activities (Policy LU1.4.14)
- Salt water intrusion monitoring (Policy PW 1.1.4)
- Septic tank removal/abandonment (Policy WM.1.4.2)

## Storage

Each Water Treatment Plant (WTP) has two 500,000 gallon ground storage tanks, for a combined capacity of 1.0 million gallons per facility. Additionally, two elevated storage tanks maintain pressure in the distribution system and provide additional water storage for the distribution system. The North Elevated Storage Tank was constructed in 1959 with a capacity of 250,000 gallons. The tank is 110 feet high with an overflow elevation at 130 feet above sea level. The South Elevated Storage Tank was constructed in 1950 with a capacity of 200,000 gallons. This tank is 120 feet high with an overflow elevation at 128 feet above sea level.

## Treatment

Both Water Treatment Plants (WTPs) use a similar process which involves aeration, disinfection, and retention to treat potable water. The wells pump raw water to each facility, where the water is aerated through fiberglass tray aerators to remove hydrogen sulfide. WTP #1 has two aerators, each with a capacity of 5,000 gallons per minute (gpm), and WTP #2 is equipped with two 3,500 gpm aerators.

Following aeration, the water is held in concrete ground storage tanks at each WTP site and is disinfected prior to distribution. Gaseous chlorine, stored in 1-ton cylinders, is used for disinfection through two 100-lb chlorinators at each treatment facility. High service pumps at each WTP pump finished water from the tanks into the potable water distribution system.

Improvements to WTP #1 & 2 in 1990 / 1991 included replacing the main operations building, installing vertical turbine pumps for the wells at WTP#2, and replacing or upgrading the majority of the instrumentation and control equipment for the entire plant and raw water supply system. In 2002,

improvements to WTP #1's raw water supply included two new replacement wells and a two compartment ground storage tank. The third replacement well for WTP#1 is scheduled to be installed in 2020. A new maintenance facility was constructed at WTP #2 in 2015.

Table 1: Potable Water System Components

<b>Table 1 – Potable Water System Components</b>			
<b>System Component</b>	<b>Location</b>	<b>Rated Capacity</b>	<b>Actual Capacity</b>
<b>WATER PUMPING AND TREATMENT</b>			
Water Treatment Plant #1	337 1 <sup>st</sup> Avenue South	4.2 mgd	4.2 mgd
Well #011 (to be abandoned)	590 Shetter Avenue	1,100 gpm	1,465 gpm
Well #014	381 South Penman Road	2,000 gpm	1,250 gpm
Well #015	1005-1 2 <sup>nd</sup> Avenue North	2,000 gpm	1,835 gpm
Well #016 (schedule for 2020)	8 <sup>th</sup> Ave North and 11 <sup>th</sup> Street North	TBD	TBD
<b>GROUND STORAGE TANKS</b>			
Water Treatment Plant #1	337 1 <sup>st</sup> Avenue South	1.0 mg	1.0 mg
Water Treatment Plant #2	100 Osceola Avenue	1.0 mg	1.0 mg
<b>ELEVATED STORAGE TANKS</b>			
North	1320 11 <sup>th</sup> Avenue North	0.25 mg	0.25 mg
South	2120 22 <sup>nd</sup> Avenue South	0.20 mg	0.20 mg
<b>WATER STORAGE FACILITIES</b>			
<b>DISTRIBUTION SYSTEM</b>			
Water Mains	Throughout the City	~109 miles	

### Distribution

Each WTP is equipped with three high service pumps, plus an additional fire flow pump, to maintain adequate water pressure in the distribution system. New fire pumps were added at WTP #1 and WTP #2 in 1991. The distribution system provides both potable water and fire suppression water to customers within the city limits, as shown in Map 1. All water services are metered except for fire line water services.

The distribution system consists of piping which ranges in size from 2-inch to 16-inch in diameter. A combination of 8-inch and 12-inch water mains form a loop around the perimeter of the City, which adds to the system's reliability. The age of the major distribution water mains vary from approximately 2 to 60 years old. The pipe materials consist of galvanized steel, cast iron, asbestos-cement, and PVC (typical of newer construction).

The Public Works Distribution and Collection Division operates and maintains 109 miles of water mains, 85 miles of gravity sewer mains, 18 miles of sewer force mains, 1,990 sewer manholes, 900 fire hydrants, 2,652 water valves, 11,040 water services, and 9,366 sewer services.

### Consumptive Use Permit

The City's potable water system operates under SJRWMD Consumptive Use Permit (CUP) #793, issued on April 10, 2013. The permit expires on April 9, 2033.

Pursuant to the CUP, maximum annual groundwater withdrawals from the Upper and Lower Floridan aquifer for public supply use (household, commercial / industrial use, water utility, essential (fire protection) and unaccounted, must not exceed:

Table 2: Maximum Annual Ground Water Withdraws per the Consumptive Use Permit

Gallons in Millions	Year
993.782	2013
1,001.577	2014
1,009.410	2015
1,012.800	2016
1,016.151	2017
1,019.541	2018
1,022.892	2019
1,026.282	2020
1,026.733	2021
1,027.185	2022
1,027.637	2023
1,028.089	2024
1,028.541	2025
1,028.654	2026
1,028.767	2027
1,028.880	2028
1,028.993	2029
1,029.106	2030
1,029.144	2031
1,029.181	2032
1,029.181	2033

Source: SJRWMD Consumptive Use Permit (CUP) #793

### Capacity, Supply and Demand Analysis and Projections

#### Water Supply Capacity

A total of six wells comprise the raw water supply infrastructure for the City of Jacksonville Beach. The Jacksonville Beach PWS's operating capacity of 7.0 mgd is sufficient to meet the water needs of the City well beyond the period for this plan.

According to St. Johns River Water Management District, Jacksonville Beach is not identified as an area with source water shortages through the year 2025. Their findings indicate that Jacksonville Beach may continue pumping from the Floridan aquifer as their source. However, there is no alternative source water identified for Jacksonville Beach, and it is stressed by SJRWMD that Jacksonville Beach, and all other municipalities, maximize the amount of reuse and stormwater resources to recharge the aquifer.

## Water Demand

Water production for the Public Water System has not changed considerably over the past 10 years (2007-2017), averaging approximately 2.5 million gallons per day (mgd). The table below summarizes the annual average daily flow (AADF) of finished water produced over the past 10 years.

Table 3: Historical Water Use (2007 – 2017)

Year	Historical Water Use (MGD AADF)	Population
2007	2.643	22,361
2008	2.465	23,413
2009	2.419	24,466
2010	2.448	25,518
2011	2.503	25,518
2012	2.420	25,518
2013	2.352	25,518
2014	2.367	25,518
2015	2.528	25,518
2016	2.704	25,518
2017	2.540	25,518

Source: City of Jacksonville Beach and SJRWMD

The NFRWSP (2015-2035) contains population and water demand projections for the City that remain constant for its entire 20-year planning period (i.e., 25,518 and 2.48 mgd). However, the City coordinated with SJRWMD in 2018 to obtain updated projections that address an alternative scenario for some growth in population and water demand. Table 4 contains the updated population and water demand projections from SJRWMD, and the corresponding year's CUP allocation. Table 4 shows the City has adequate water supply to meet projected demand through 2035.

Table 4: Projected Water Use (2018 – 2032)

Year	Project Water Use (MGD AADF)	Population	CUP Allocation (mgd)
2020	2.577	26,318	2.812
2025	2.655	27,118	2.818
2030	2.733	27,919	2.819
2035	2.812	28,719	2.820

Source: City of Jacksonville Beach and SJRWMD

## Impact of Water System on Surface and Ground Water

Water supply is from deep wells into the Floridan aquifer; no surface water is used for water supply.

## Reclaimed Water and Water Conservation

### Reclaimed Water

The Public Works Department operates the only reclaimed water provider within the city, with a permitted capacity of 4.5 mgd, of which approximately .75 mgd is treated for public access reuse. Reclaimed water is currently being utilized to irrigate portions of the Jacksonville Beach Golf Course,

several football and baseball fields, the landscaped areas of the Police Station and Public Works Operation and Maintenance buildings, Pollution Control Plant, as well as Beach Boulevard, South Beach Parkway and Jacksonville Drive landscaped medians. Total water reuse during the 2016-2017 reporting permit was 0.6386 million gallons day (mgd) average. Non-reused effluent is discharged into a force main that is shared with the cities of Neptune Beach and Atlantic Beach, and which discharges into the St. Johns River, near Mayport.

## Water Conservation

In 2013 the City of Jacksonville Beach prepared a Water Conservation Plan in coordination with its CUP. The plan identified a significant decrease in the daily water usage for the City of Jacksonville Beach. This was attributed to several factors that include: water production audits, meter survey and change out program, leak detection program, reuse and reclaimed water usage, public education, rate increases, and policy based conservation.

The plan concluded that the various efforts and combined programs served to enhance water conservation efforts. While some programs may not be carried into the future, the City will continue to use best management practices to implement appropriate and effective water conservation measures and programs to decrease overall water usage.

In addition, the City's comprehensive plan Aquifer Recharge and Potable Water Subelements contain other water conservation measures including the following:

- Enforcement of water usage standards in plumbing fixtures (Policy AR.1.1.1)
- Xeric landscape techniques (Policy AR.1.1.2)
- Coordination on local and regional water conservation efforts (Policy AR 1.1.3)
- Water Conservation Plan implementation (PW.1.1.9)

## NFRWSP Coordination

In accordance with Section 163.3177(g)(h), Florida Statutes, the City ensures coordination of its comprehensive plan with SJRWMD's NFRWSP. Policy PW.1.1.8 contains enabling language to ensure maintenance of the City's water supply facilities work plan in coordination with the NFRWSP. In addition, Policy IG.1.4.1 contains enabling language relative to the City monitoring and participating in SJRWMD water supply planning activities that affect the city.

The NFRWSP 2015-2035 identified two project options relative to the City of Jacksonville Beach:

- Jacksonville Beach Water & Sewer Main Extension
- Jacksonville Beach Advanced Metering Infrastructure

Policy PW.1.1.10 contains enabling language related to these two project options. These projects are currently being implemented by the City and are projected to be funded during the 2018-2022 capital improvements period.

## Capital Improvement Projects

The Water Plant Division operates and maintains the City’s water system. The water system has a total capacity to produce 7.0 million gallons of water per day. No Water Treatment Plant capacity-related capital improvements are necessary during the planning period. There will however be certain capital improvements related to normal system maintenance and operation. Below are a list of capital projects intended to support the mission of the Water Plant Division:

Table 5: Water Plant Division Capital Improvement Projects (2018-2022)

Project Type	Project Description	Estimated Cost
Capital Outlay	New raw water well	\$900,000
Capital Outlay	Upgrade telemetry at Water Plant #2	\$80,000
Capital Outlay	South Elevated Tank exterior renovation	\$165,000
Operating	Annual elevated tank maintenance program	\$35,000
Operating	Environmental sampling and analytical lab services	\$30,000

Table 6: Distribution and Collection Division Capital Improvement Projects (2018-2022)

Project Type	Project Description	Estimated Cost
Capital Outlay	Phase E water main replacement-various locations	\$500,000
Capital Outlay	Phase F water main replacement-various locations	\$75,000
Capital Outlay	Design of 10 <sup>th</sup> Street S water, sewer and stormwater improvements	\$115,000
Operating	Water valve maintenance program	\$25,000

August 27, 2018

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

**FROM:** Dave Millinor, Public Works

**SUBJECT:** Resolution No. 2021-2018 Authorizing the Construction and Maintenance Agreement with the Florida Department of Transportation and the City of Neptune Beach Detailing Responsibilities for the New Bridge and Roadway Approaches at Seagate Avenue, as part of the FDOT A1A Drainage Project

City of

Jacksonville Beach

City Hall

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Jacksonville Beach

FL 32250

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**ACTION REQUESTED:**

Adopt Resolution 2021-2018, authorizing the Mayor and Interim City Manager to execute the Construction and Maintenance Agreement with the Florida Department of Transportation (FDOT) and the City of Neptune Beach. This agreement describes the ownership of, and responsibilities for, the cost, construction, operation and maintenance of the new bridge and roadway approaches at Seagate Avenue, as part of the FDOT's A1A Drainage Improvements Project.

**BACKGROUND:**

FDOT has awarded its A1A Drainage Improvements Project (Financial Project No. 4360771) and construction is underway. This project will construct major drainage channel improvements for FDOT's Drainage channels. (See attached map). As part of this project, the construction will widen three (3) road crossings to improve the stormwater flow at 15th Avenue N., 18th Avenue N., and Seagate Avenue by spanning new channel bulkheads with new bridges.

In June 2017, Council approved perpetual easements at the locations of the new bridges. These easements were necessary to memorialize and create an uninterrupted FDOT Drainage Easement for construction of the new bulkheads and new bridges at the channel's intersection with the three (3) roads. At that time, Council also approved temporary construction easements adjacent to the bridge sites.

In December 2017, Council authorized execution of the FDOT Standard Construction and Maintenance Agreement for the new bridges at 15<sup>th</sup> and 18<sup>th</sup> Avenue North, which are completely in Jacksonville Beach. The Agreement for Seagate Avenue required additional coordination because the new bridge straddles the boundary between Jacksonville Beach and Neptune Beach.

The Agreement for the new bridge at Seagate Avenue is now ready for Council consideration. The agreement specifies the responsibilities for the cost,



construction, maintenance and repair of the new bridge and roadway approaches at Seagate Avenue. A summary of the key provisions follows:

- FDOT is responsible to design and construct the bridge and roadway approaches at its expense.
- The City of Jacksonville Beach and the City of Neptune Beach are responsible to operate, maintain and repair the bridge and the roadway approaches within their respective city limits at their expense and to the satisfaction of FDOT.
- FDOT will own the bridge since it is located within the FDOT Drainage Easement. *(This is a standard FDOT practice.)*

The City of Jacksonville Beach will own the roadway approaches in Jacksonville Beach and the City of Neptune Beach will own the roadway approaches in Neptune Beach, since the approaches are located outside the FDOT Drainage Easement.

- FDOT insisted on language that authorizes FDOT to require the City of Jacksonville Beach and the City of Neptune Beach to remove improvements in the FDOT Drainage Easement if it determines:
  - “The Improvement is not maintained in accordance with Governmental Law,
  - Removal is required by applicable Governmental Law,
  - The City of Jacksonville Beach or the City of Neptune Beach breaches a material provision (as determined by FDOT) of this Agreement, or,
  - Removal of the improvement is necessitated by FDOT in the conduct of its business.”

***NOTE:*** *The City staff pushed hard on FDOT staff to have this language revised, but to no avail.*

- FDOT insisted on the language that follows, which concerns noticed and subsequently unrepaired deficiencies on the improvements in the FDOT Drainage Easement, no matter where located with respect to the boundary between Jacksonville Beach and Neptune Beach:

“Should the Department elect to correct the deficiency, the Department shall provide the COJB (*City of Jacksonville Beach*) and the CONB (*City of Neptune Beach*) with an invoice for the costs incurred by the Department to correct the deficiency and they shall pay the invoice.

- The term of this Agreement is for a period of one (1) year and shall automatically renew for successive and continuing like one (1) year terms unless terminated by the FDOT.

**RECOMMENDATION:**

Adopt Resolution 2021-2018, authorizing the Mayor and the Interim City Manager to execute with the Florida Department of Transportation and the City of Neptune Beach, the Construction and Maintenance Agreement detailing ownership of, and responsibilities for, the maintenance and repair of the new bridge and roadway approaches at Seagate Avenue.

# FDOT DRAINAGE SYSTEM IMPROVEMENTS PROJECT MAP



Introduced by: Councilmember \_\_\_\_\_  
Adopted: September 4, 2018

**RESOLUTION NO. 2021-2018**

**A RESOLUTION AUTHORIZING THE CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NEPTUNE BEACH DETAILING OWNERSHIP OF, AND RESPONSIBILITIES FOR THE COST, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF, THE NEW BRIDGE AND ROADWAY APPROACHES AT SEAGATE AVENUE IN JACKSONVILLE BEACH AND NEPTUNE BEACH, FLORIDA, AS PART OF THE FDOT'S STATE ROAD A1A DRAINAGE IMPROVEMENTS PROJECT, WITH FINANCIAL PROJECT NUMBER 436077-1-52-01.**

**WHEREAS**, the State of Florida Department of Transportation, hereinafter referred to as the ("FDOT"), is to construct the State Road A1A Drainage Improvements Project in Duval County, Florida, having FDOT Financial Project Number 436077-1, hereinafter referred to as the ("PROJECT"), and

**WHEREAS**, a portion of the PROJECT, including channel improvements in the FDOT Drainage Easement, and new bridges and roadway approaches at the crossing of Seagate Avenue over the FDOT Drainage Easement, is to be constructed within the limits of the City of Jacksonville Beach, hereinafter referred to as the ("CITY"), and the City of Neptune Beach, and

**WHEREAS**, the FDOT requires the CITY and the City of Neptune Beach to enter into an FDOT-standard Construction and Maintenance Agreement, hereinafter referred to as the ("AGREEMENT"),

**WHEREAS**, the AGREEMENT specifies ownership of, and responsibilities for the cost, construction operation, maintenance and repair of, the new bridge and roadway approaches at the crossing of Seagate Avenue over the FDOT Drainage Easement, and

**WHEREAS**, in order for the FDOT to proceed with this PROJECT, it is necessary for the CITY to execute the AGREEMENT.

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

**SECTION 1.** The above recitals are true and correct and incorporated herein.

**SECTION 2.** The Mayor and the Interim City Manager of the CITY are hereby authorized to execute the AGREEMENT.

**SECTION 3.** The executed AGREEMENT, along with a certified copy of this Resolution, shall be delivered forthwith to the FDOT.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**AUTHENTICATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

## CONSTRUCTION & MAINTENANCE AGREEMENT

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), the City of Jacksonville Beach, Florida (the "COJB"), and the City of Neptune Beach, Florida (the "CONB").

### -RECITALS-

1. The Department is the fee simple owner of State Road A1A ("SR A1A") for which certain drainage improvements will be constructed via Financial Project Number 436077-1-52-01 ("Project"); and
2. The Department currently owns a drainage easement (areas highlighted in gold), which is not continuous and uninterrupted in places, that commences at 13<sup>th</sup> Avenue North and extends approximately 1000 feet west of Penman Road, draining the SR A1A stormwater and eventually flowing westerly into Hopkins Creek (collectively referred to as the "Department Property"), as more particularly shown in **Exhibit "A"**; and
3. In conjunction with the Project, the Department has separately acquired various perpetual easements ("Perpetual Easements", which are shaded in blue on Exhibits "A," "B," and "C") and temporary construction easements ("TCEs", which are shaded in red on Exhibit "B") in order to memorialize and create an uninterrupted drainage facility as well as to correct the historical and ongoing roadway-related drainage issues (the Department Property and the Perpetual Easements are collectively referred to as the "Drainage Easement"), as more particularly described in the right-of-way maps, as shown in **Exhibit "A"**; and
4. Portions of the Drainage Easement flow through an existing pipe crossing ("Pipe Crossing"), approximately half of which exists under the roadway within the jurisdictional limits of the COJB at Seagate Avenue on the south side ("COJB Seagate") and approximately half of which exists under the roadway within the jurisdictional limits of the CONB at Seagate Avenue on the north side ("CONB Seagate") (all of which is collectively referred to as the "Agency Property"); and
5. The Drainage Easement, together with the TCEs will better facilitate SR A1A drainage as well as the Agency Property drainage; and
6. In order to complete the Project, it will be necessary to expand the Pipe Crossing and construct Bridge Number 720844 ("Bridge"), see attached **Exhibit "B"**; and
7. Ownership of the Bridge structure, as located within the Perpetual Easement, shall remain with the Department; and
8. For purposes of this Agreement and the Bridge construction, the TCEs and any improvements constructed therein, shall be considered part of the Agency's Property; and
9. The Bridge will be approximately forty (40) feet in length and approximately fifty (50) feet in width; and
10. Upon completion of the Project, the COJB shall be responsible for the COJB Seagate Bridge maintenance (outlined in green) and the CONB shall be responsible for the CONB Seagate Bridge maintenance (outlined in purple), as more particularly shown in **Exhibit "C"** (**Composites C-1, C-2 and C-3**); and
11. The term "Improvement" means and shall refer to the construction of the Bridge, including, without limitation, the bridge approaches, roadway drainage systems, utilities within the Agency Property, pipe, roadway pavement, signs and pavement markings, sidewalks, and pedestrian crossings, as more particularly shown in **Exhibit "C"**; and
12. Portions of the Improvement will be located solely within the Agency Property ("Off-System Improvements"), while portions of the Improvement will be located within the Drainage Easement ("On-System Improvements"); and

13. In order to construct the Improvement, it will be necessary for the Department to temporarily close access to Seagate Avenue at 5th Street South and re-route vehicular traffic (collectively referred to as the "Detour Property") throughout the duration of the construction of the Improvement, as more particularly shown in Exhibit "D"; and
14. The COJB and the CONB have requested that the Improvement be constructed and the Department is amenable to this request pursuant to the terms and conditions of this Agreement; and
15. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
16. The Department shall construct the Improvement; and
17. A date for the commencement of construction of the Improvement has not been established; and
18. For purposes of this Agreement, the definition of Improvement shall include and incorporate the term Detour Property, as defined in Recital 13 above; and
19. During the period of construction of the Improvement, the Department shall be responsible for the operation, maintenance and repair of the Detour Property; and
20. Upon completion of the construction, the COJB and the CONB shall each own, operate, maintain, and repair the Off-System Improvements located within their respective city limits, as identified in Exhibit C (outlined in green for COJB and outlined in purple for CONB as related to the non-shaded area) at their sole cost and expense, respectively; and
21. Upon completion of the construction, the COJB and the CONB shall each operate, maintain, and repair the On-System Improvements located within their respective city limits as identified in Exhibit C (as outlined in green for COJB and as outlined in purple for CONB as related to the area shaded blue) at their sole cost and expense, respectively; and
22. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the COJB authorized its representative(s) to execute and enter this Agreement on behalf of the Agency, see EXHIBIT "E"; and
23. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the CONB authorized its representative(s) to execute and enter this Agreement on behalf of the Agency, see EXHIBIT "F"; and

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. ACCESS**

This Agreement authorizes the Department to access the Agency's Property and the Detour Property, whether located within the COJB or CONB, for the limited purpose of performing this Agreement.

**4. E-VERIFY**

The COJB and the CONB (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by either the COJB or the CONB, as the case may be, during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

**5. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department. Before terminating this Agreement, the Department agrees to give 60 days' advance written notice to both the COJB and the CONB and will give either or both an opportunity to be heard before terminating the Agreement.

**6. COMPLIANCE**

The COJB and the CONB shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

**7. PERMITS**

In the performance of the Agreement, the COJB or the CONB may be required to obtain one or more Department permits, if applicable, which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement, which may be required for permanent improvements installed within the Department's right-of-way.

**8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the Improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. The Department shall manage the performance, operation, maintenance, and repair of the Detour Property during the construction period.

C. Prior to commencement of construction and at their sole cost and expense, each of the COJB and the CONB shall ensure that their Agency's Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

**9. OPERATION, MAINTENANCE & REPAIR (OFF-SYSTEM IMPROVEMENTS)**

A. Upon completion of the construction, the COJB and the CONB shall own, operate, maintain, and repair the Off-System Improvements, within their respective city limits as identified in Exhibit C (as outlined in green for COJB and purple for CONB over the non-shaded area), and resume operation, maintenance, and repair of the Detour Property within their respective city limits, at their sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvement, said obligations to remain the sole responsibility of either the COJB or CONB, respectively.

B. The COJB and the CONB agree that they will be solely responsible for the operation, maintenance, and repair of the Off-System Improvements as located on or within their respective portions of the Agency Property. Should either the COJB or CONB fail to operate, maintain, and repair the Off-System

Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local, Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the COJB and the CONB agree that each shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Off-System Improvements as located on or within their respective portion of the Agency Property. If the Department claims that either the COJB or CONB, as the case may be, fails to comply with the terms of this provision, it shall give written notice to the same of the specific failure and the applicable Agency shall have an opportunity to cure the claimed deficiency within (60) days of such notice or such other time. The Department shall invoice the applicable Agency for any operation, maintenance, or repair expenses charged to the Department and located on or within the respective Agency's portion of the Agency Property, and the applicable Agency shall pay such invoices in accordance with the "Payment" section of this Agreement. Nothing in this Agreement shall relieve either Agency of its financial obligations to the Department should this occur.

C. If at any time in the sole determination of the Department, the integrity or safety of the Off-System Improvements requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the COJB and the CONB with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The applicable Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

#### **10. OPERATION, MAINTENANCE & REPAIR (ON-SYSTEM IMPROVEMENTS)**

A. Upon completion of the construction, the COJB or the CONB, as the case may be, shall operate, maintain and repair the On-System Improvements, within their respective city limits as identified in **Exhibit C** (as outlined in green for COJB and purple for CONB over the blue shaded area) at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the improvement, said obligations to remain the sole responsibility of the COJB and CONB.

B. If the Department determines that either the COJB or the CONB is not maintaining and repairing the On-System Improvements in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to both. The applicable Agency shall have sixty (60) days from the date of the Department's written notice, or such other time as the Department and the same mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the applicable Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the applicable Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require both the COJB and the CONB to remove the On-System Improvements and restore the Department Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the applicable Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the COJB and the CONB with an invoice for the costs incurred by the Department to correct the deficiency and they shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the On-System Improvements requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide both the COJB and the CONB with advance written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The COJB and the CONB shall pay the invoice in accordance with the "Payment" section of this Agreement.

#### **11. IMPROVEMENTS & MODIFICATIONS**

A. The Department may require the COJB or the CONB to improve or modify the On-System Improvements within their respective portions of the On-System Improvements if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications are necessitated by the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Operation, Maintenance & Repair (On-System Improvements)" section hereof.

C. Improvements and modifications shall be constructed and completed by the applicable Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications, or other such time as granted by the Department.

## **12. WARRANTIES**

After completion of construction of the Improvement and upon both Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the appropriate Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

## **13. UTILITIES**

The COJB and the CONB shall each be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of this Agreement. Each shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency, as applicable, directly with the applicable utility.

## **14. MAINTENANCE OF TRAFFIC**

A. Following construction of the Project, the COJB and the CONB shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the COJB or CONB fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the sole cost and expense of the COJB and the CONB. Should the Department perform MOT, the Department shall provide each Agency with an invoice for the costs incurred by the Department and the applicable Agency shall pay its portion of the invoice in accordance with the "Payment" section of this Agreement.

## **15. REMOVAL**

A. The Department may require the COJB and the CONB to remove the Improvement and restore the Drainage Easement to such condition as required by the Department if the Department determines: (1) the Improvement is not maintained in accordance with Governmental Law; (2) removal of the Improvement is required by applicable Governmental Law; (3) the COJB or the CONB breaches a material provision (as determined by the Department) of this Agreement, or (4) removal of the Improvement is necessitated by the Department in the conduct of its business. Removal and restoration shall be completed by the COJB and the CONB within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

B. Removal and restoration shall be completed by the Agency in accordance with all applicable Governmental Law.

C. Should the COJB and the CONB fail to complete the removal and restoration work as required herein, the Department may: (1) provide both with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the COJB and the CONB's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the COJB and the CONB with an invoice for the costs incurred by the Department and the applicable Agency shall pay its portion of the invoice in accordance with the "Payment" section of this Agreement.

**16. PERMISSIVE USE**

This Agreement creates a permissive use only and neither the granting of permission to use the Drainage Easement or the On-System Improvements, therein, shall operate to create or vest any property right to either the COJB or the CONB. Neither Agency shall acquire any right, title, interest or estate in the Drainage Easement by virtue of the execution, operation, effect or performance of this Agreement.

**17. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling either COJB or CONB to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The COJB and the CONB forever waive and relinquish all legal rights and monetary claims which either has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by either the COJB or the CONB, as a result of the Department's exercise of any right provided in this Agreement.

**18. PAYMENT**

All Department invoices submitted to either Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date") and in the case of an emergency and unanticipated repairs within 90 days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

**19. INDEMNIFICATION**

A. The COJB and the CONB shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the either COJB or CONB's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The COJB and the CONB's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The COJB or the CONB, as the case may be, shall notify the Department in writing immediately upon becoming aware of any Liabilities. The COJB and the CONB's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the COJB or the CONB. The COJB and the CONB's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

**20. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving any party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2018).

**21. NOTICE**

All notices, communications and determinations between the parties and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Jacksonville Maintenance Engineer  
838 Ellis Road  
Jacksonville, Florida 32205

- and -

Florida Department of Transportation  
Attention: Chief Counsel District Two  
1109 South Marion Avenue, Mail Station 2009  
Lake City FL 32025

COJB: Jacksonville Beach Public Works Department  
Attention: Public Works Director  
1460-A Shetter Avenue  
Jacksonville Beach, Florida 32250

- and -

City Attorney for the City of Jacksonville Beach  
c/o City Manager  
11 North Third Street  
Jacksonville Beach, Florida 32250

CONB: Neptune Beach Public Works Office  
Attention: Public Works Director  
2010 Forest Avenue  
Neptune Beach, Florida 32266

The COJB and the CONB agree that a failure to notify Department by certified mail of any changes to its notification address shall have waived any defense based on Department's failure to notify the Agency, respectively.

## **22. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

## **23. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

## **24. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The COJB and the CONB and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

## **25. JURY TRIAL**

The parties waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

## **26. ASSIGNMENT**

Neither the COJB nor the CONB shall assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her

designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the COJB or the CONB from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

**27. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

**28. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**29. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

**30. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**31. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

**32. WAIVER**

The failure of any of the parties to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**33. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**34. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**35. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

**36. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**37. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

### **38. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

### **39. PUBLIC RECORDS**

The COJB and the CONB shall comply with Chapter 119, Florida Statutes. Specifically, the COJB and the CONB shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the COJB or the CONB does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of the COJB and the CONB or keep and maintain public records required by the Department to perform this Agreement. If the COJB or the CONB transfers all public records to the Department upon completion of this Agreement, the COJB or the CONB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COJB or the CONB keeps and maintains public records upon completion of this Agreement, the COJB or the CONB shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- E. Failure by the COJB or the CONB to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The COJB or the CONB, as the case may be, shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of the COJB and the CONB response to each such request.

**IF THE COJB OR THE CONB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COJB OR THE CONB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT:**

District 2  
386-758-3727  
D2prcustodian@ dot.State.FL.us  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

**40. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of twenty (20) pages.

**Florida Department of Transportation**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Legal Review:**

By: \_\_\_\_\_

Office of the General Counsel  
Florida Department of Transportation

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SIGNATURES ON FOLLOWING PAGE**

Financial Project Id. No. 436077-1-52-01  
Federal Id. No. 4913-013-P  
Project Description A1A Beaches Drainage Improvements  
On/Off System Department Construct Agency Maintain

**City of Jacksonville Beach**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency

**Attest:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency

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SIGNATURES ON FOLLOWING PAGE**

Financial Project Id. No. 436077-1-52-01  
Federal Id. No. 4913-013-P  
Project Description A1A Beaches Drainage Improvements  
On/Off System Department Construct Agency Maintain

**City of Neptune Beach**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency

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Financial Project Id. No. 436077-1-52-01  
 Federal Id. No. 4913-013-P  
 Project Description A1A Beaches Drainage Improvements  
 On/Off System Department Construct Agency Maintain

EXHIBIT "A"

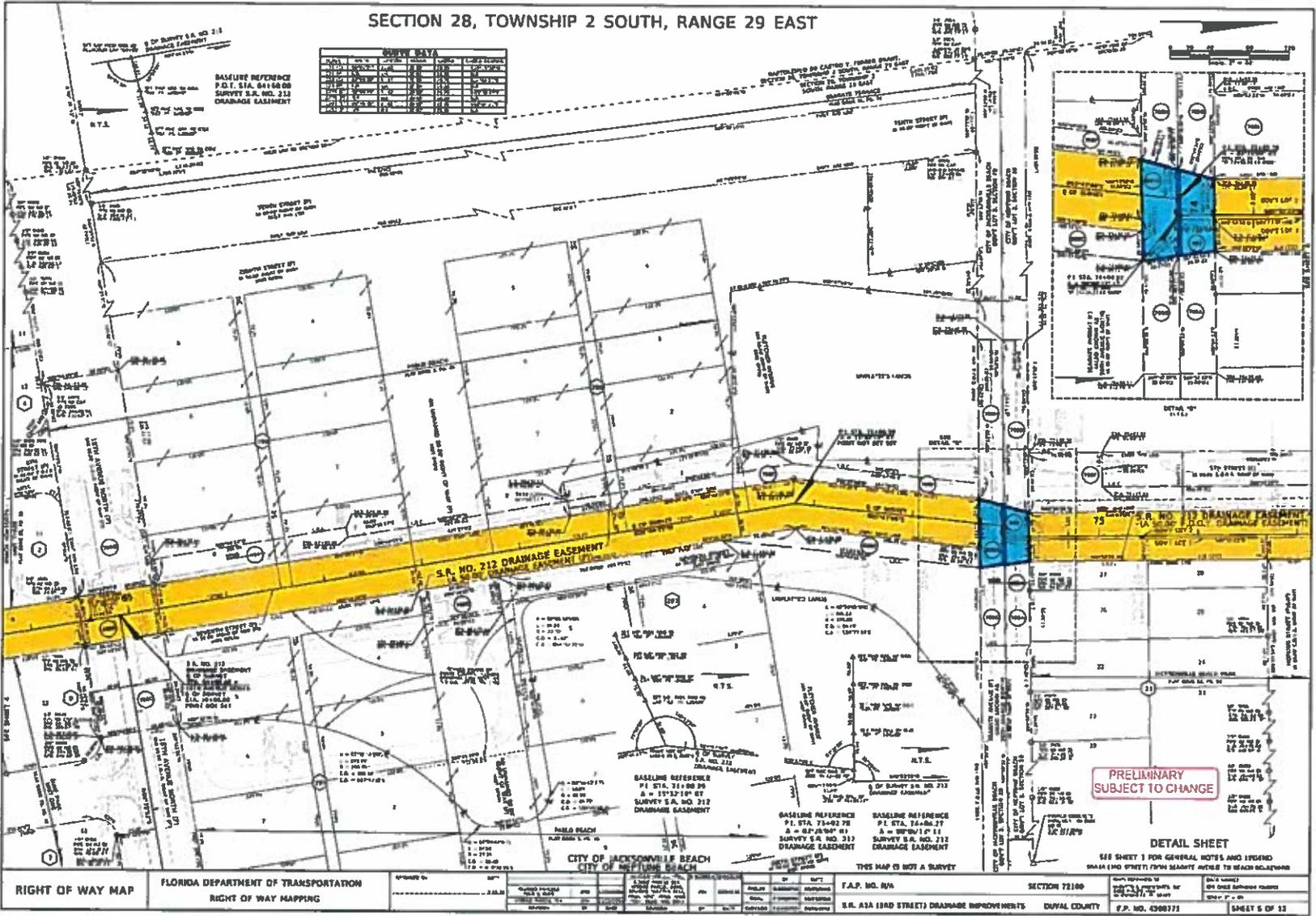
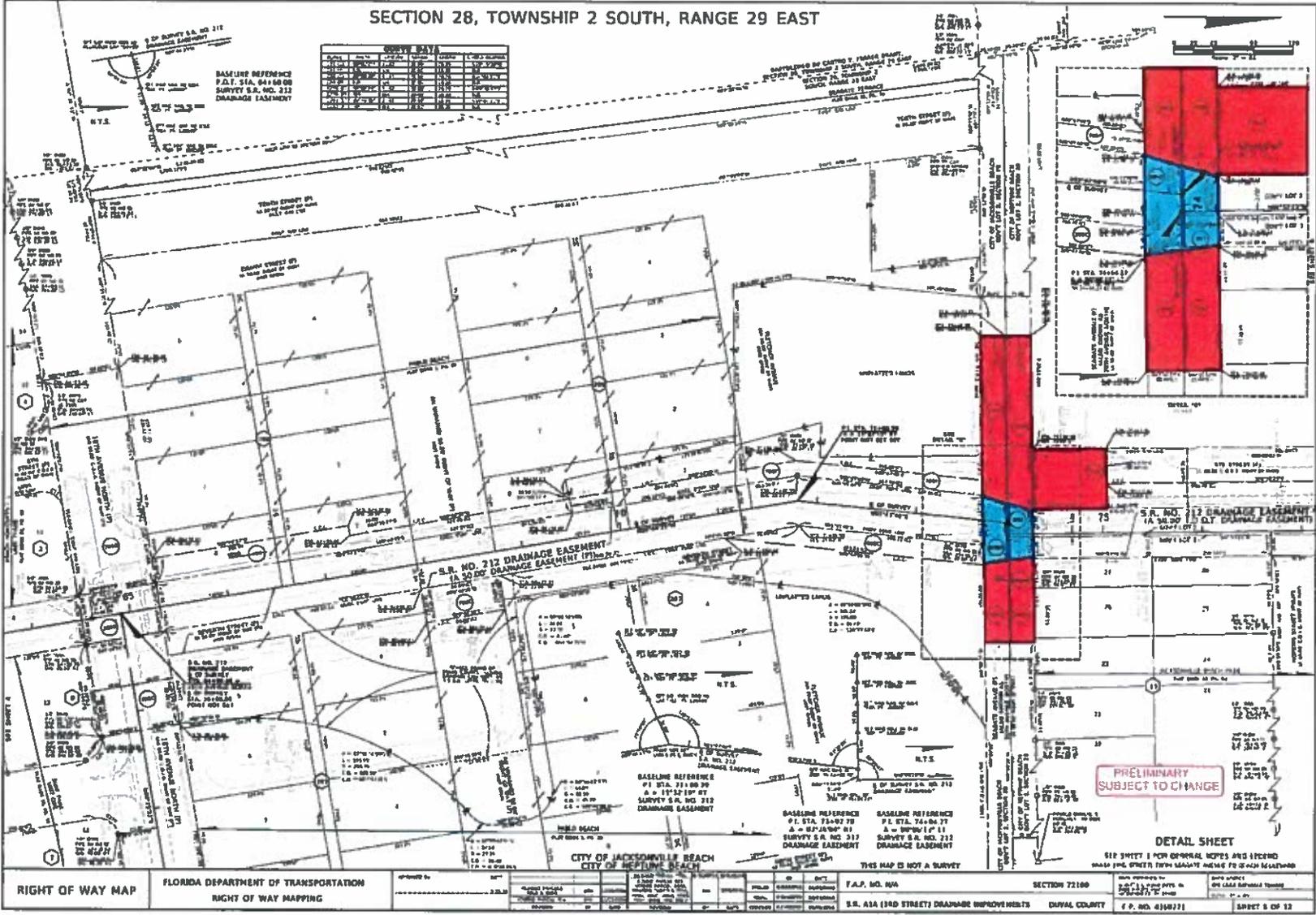
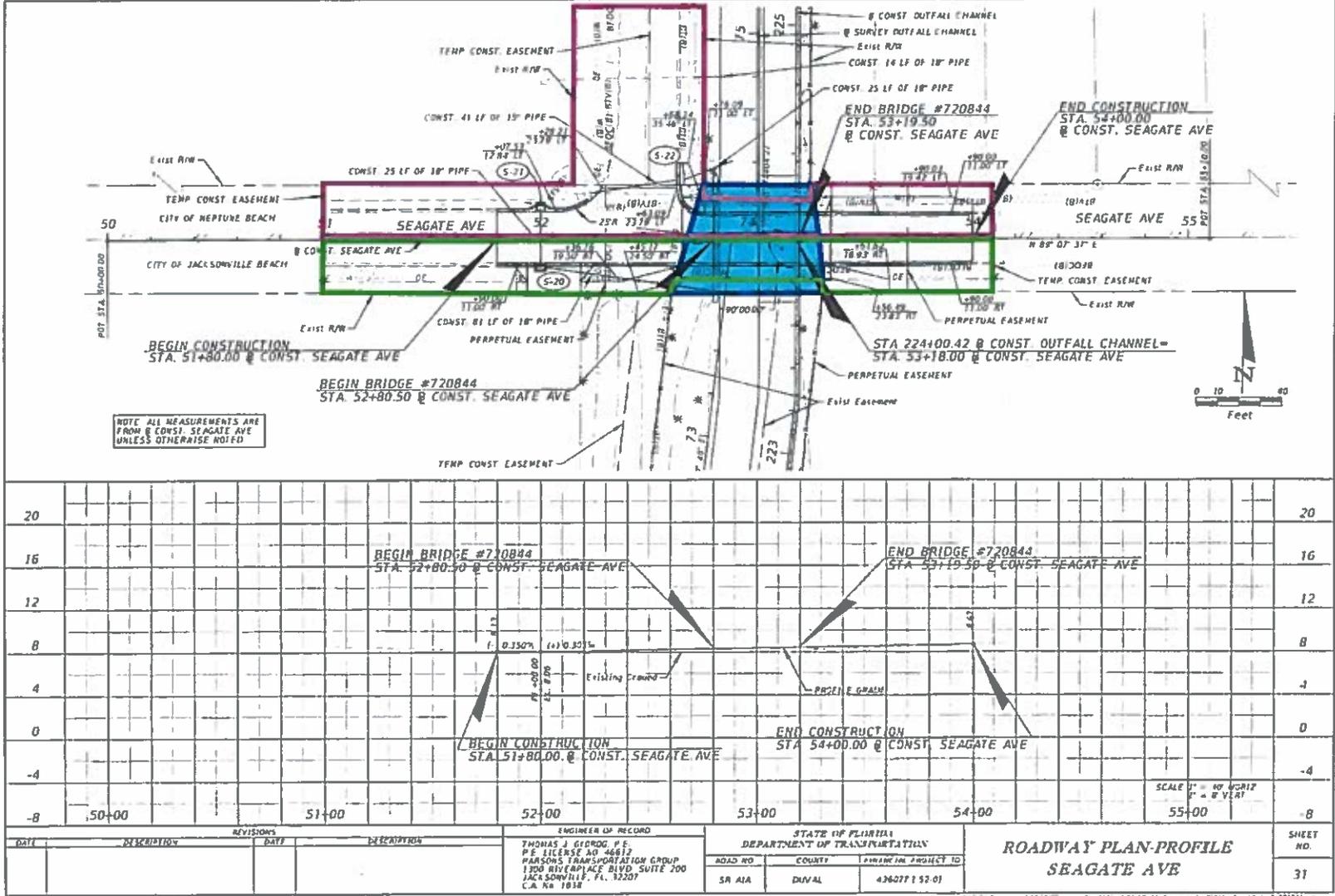


EXHIBIT "B"

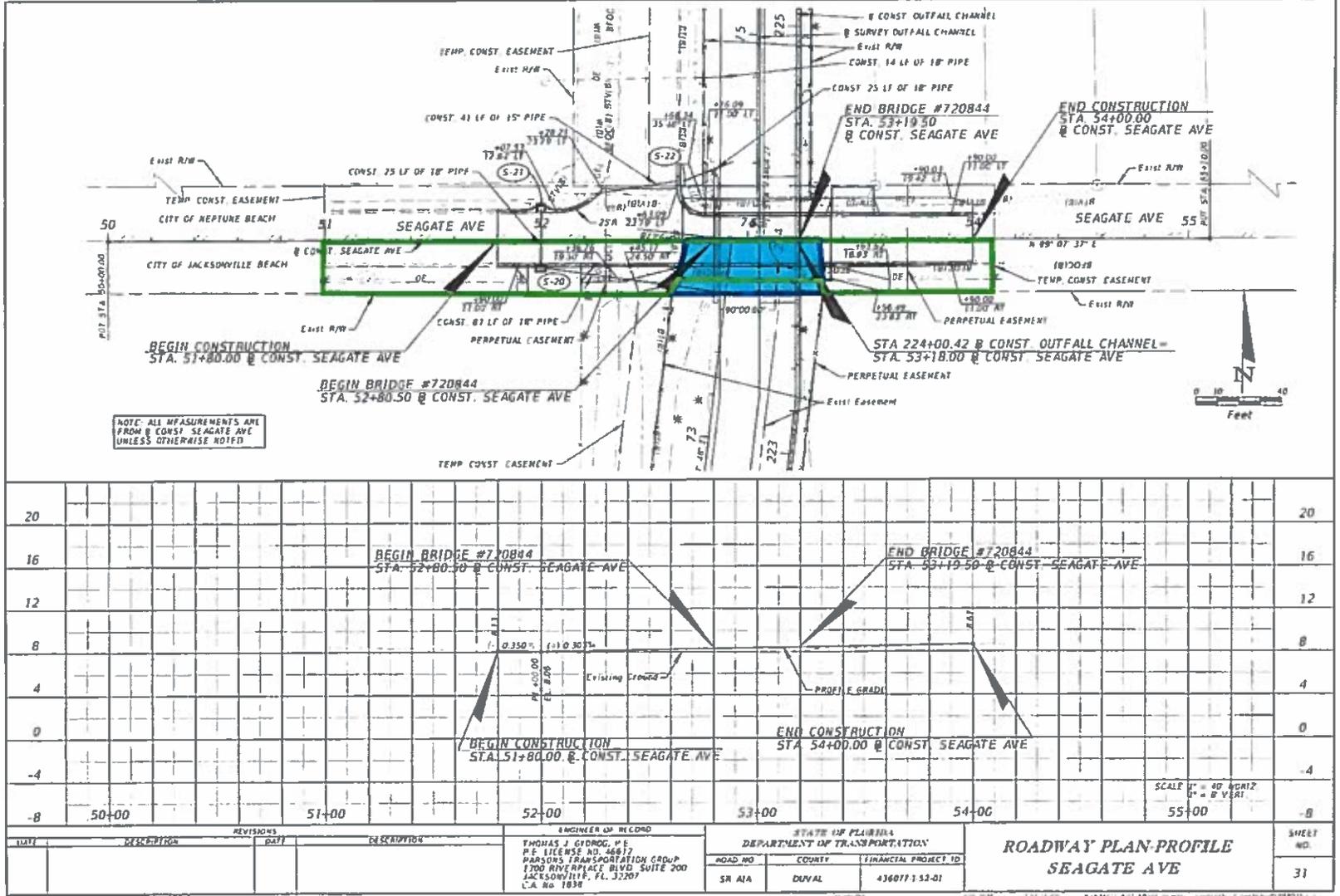


**EXHIBIT "C"**  
**Composite C-1**

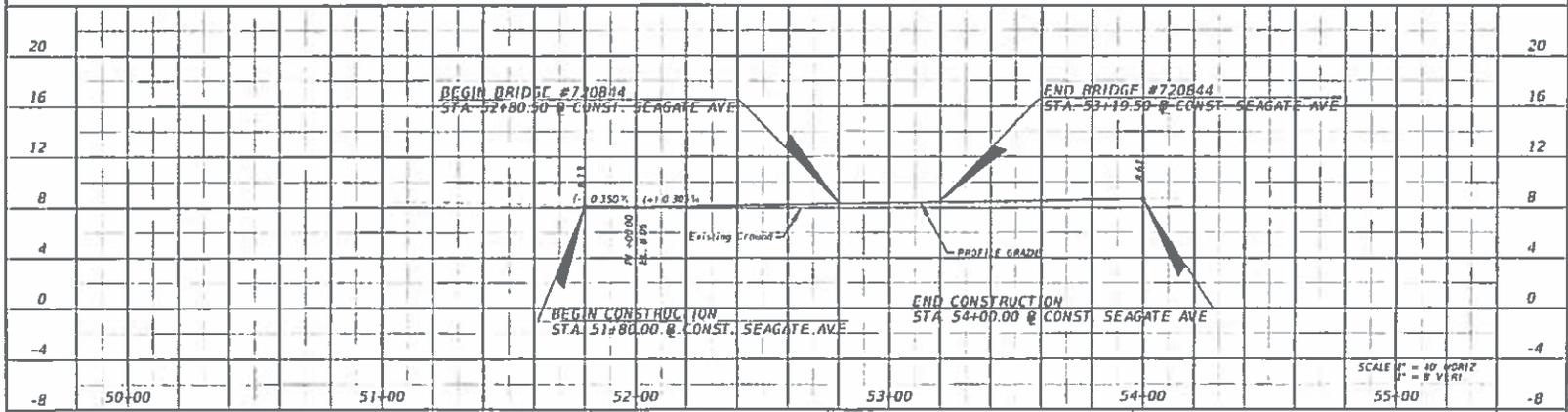
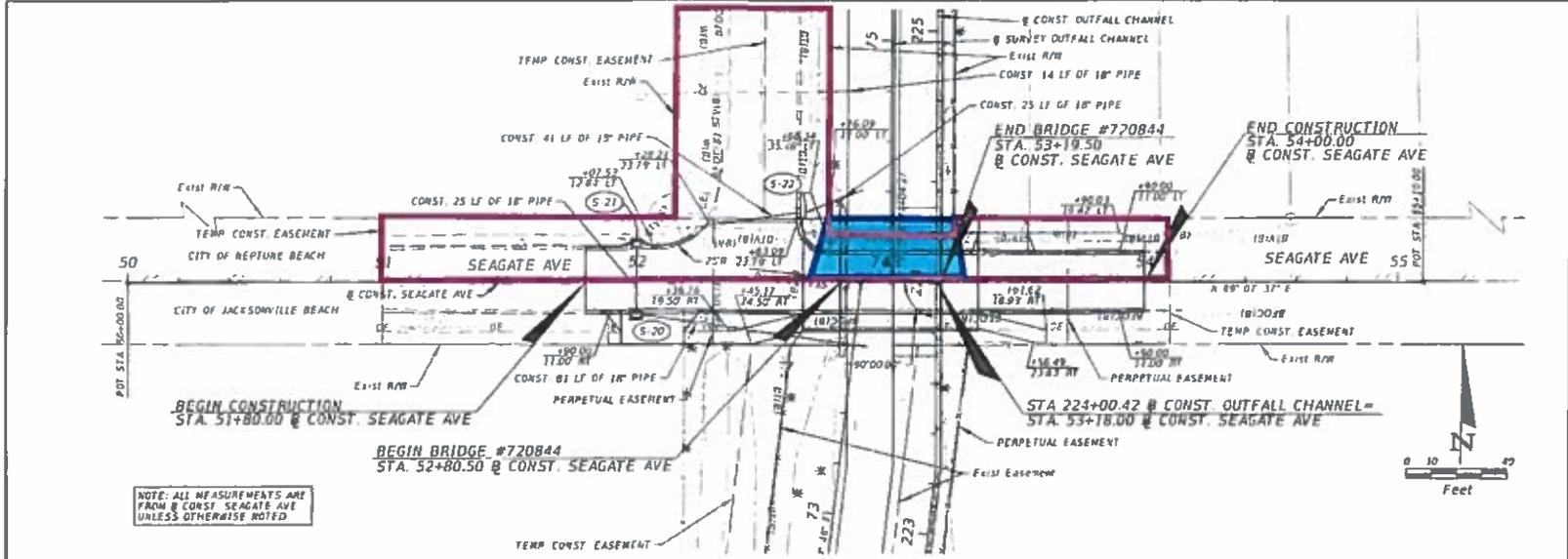


DATE		REVISIONS		DESCRIPTION		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN-PROFILE		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	THOMAS J. GIDROG, P.E.	ROAD NO.	COUNTY	PROJECT ID	SEAGATE AVE		436077-1-52-01		31	
					SA A1A	DIVAL		ROADWAY PLAN-PROFILE		SEAGATE AVE		31	

**EXHIBIT "C" Cont'd**  
**Composite C-2**



**EXHIBIT "C" Cont'd**  
 Composite C-3



DATE	DESCRIPTION	REVISOR	DATE	DESCRIPTION

ENGINEER OF RECORD  
 THOMAS J. GOROG, P.E.  
 P.E. LICENSE NO. 46612  
 PARSONS TRANSPORTATION GROUP  
 1300 RIVERCHASE BLVD, SUITE 200  
 JACKSONVILLE, FL 32207  
 C.A. No. 1838

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. COUNTY FINANCIAL PROJECT ID  
 SR A1A DUVAL 436077-1-52-01

**ROADWAY PLAN-PROFILE**  
**SEAGATE AVE**

SHEET NO.  
 31



Financial Project Id. No. 436077-1-52-01  
Federal Id. No. 4913-013-P  
Project Description A1A Beaches Drainage Improvements  
On/Off System Department Construct Agency Maintain

**EXHIBIT "E"**  
**COJB RESOLUTION**

Financial Project Id. No. 436077-1-52-01  
Federal Id. No. 4913-013-P  
Project Description A1A Beaches Drainage Improvements  
On/Off System Department Construct Agency Maintain

**EXHIBIT "F"**  
**CONB RESOLUTION**

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:** Karen Nelson, Deputy City Manager

**From:** Heather Ireland, Senior Planner 

**Re:** Ordinance No. 2018-8110, amending the Land Development Code by adding "Tour operators" to the list of permitted uses in the City's *Industrial: I-1* zoning districts.

**Date:** August 23, 2018

---

### ACTION REQUESTED:

**Adopt Ordinance No. 2018-8110**, amending the Land Development Code to add "Tour operators" to the list of permitted uses in the City's *Industrial: I-1* zoning districts. (Applicant – *Go Tuk'n*)

### BACKGROUND:

The applicant is planning on leasing an existing warehouse tenant space at 1250 Shetter Avenue for their proposed business, *Go Tuk'n*. The proposed location is in an *Industrial: I-1* zoning district. The applicant's business is tour operations, providing a variety of mobile tours to residents and visitors of the beaches area. The building space would be used for the tour operator's office and for indoor storage of the business's tour vehicles. The applicant was advised by staff that tour operators are not currently listed as a permitted use in any zoning district, and that she would have to apply to amend the Land Development Code in order to allow the use. The proposed text amendment would add tour operators to the list of permitted uses in *Industrial: I-1* zoning districts.

Currently, general warehousing and storage, trucking and courier services, and business and professional office are permitted uses in *Industrial: I-1* zoning districts. However, "tour operators", which are generally similar type uses, are not listed. Considering the other uses already permitted in *I-1* zoning districts, added to the fact that the tour vehicles would be stored inside the warehouse space, staff feels that this use would not be problematic in *I-1* zoning districts.



The Planning Commission conducted a required public hearing on this proposed amendment on Monday, August 13, 2018 and recommended that "Tour operators" be approved by City Council to be added as a permitted use in *Industrial: I-1* zoning districts.

**RECOMMENDATION:**

**Adopt Ordinance No. 2018-8110**, amending the Land Development Code to add "Tour operators" to the list of permitted uses in the City's *Industrial: I-1* zoning districts. (Applicant – *Go Tuk'n*)

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

1st Reading: \_\_\_\_\_

2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2018-8110**

**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* TO ADD "TOUR OPERATORS" AS SUBPARAGRAPH (20); 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 district: 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 adding a new Subparagraph (20), which shall henceforth read as follows:

**Sec 34-346 Industrial district: I-1**

(b) *Permitted uses*

(20) Tour operators

**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 \_\_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_, A.D., 2018.**

---

William C. Latham, Mayor

---

Laurie Scott, City Clerk

**Sec. 34-346. - Industrial district: I-1.**

- (a) Purpose. The industrial (I-1) zoning district is intended to implement the industrial land use district in the comprehensive plan. It is intended to apply to areas appropriate for general industrial uses which are not objectionable to surrounding land uses with regard to smoke, odor, fumes, and noise.
- (b) Permitted uses. The following uses are permitted as of right in the I-1 zoning district.
  - (1) Ornamental floraculture and nursery.
  - (2) Veterinary services for animal specialties and kennels; provided animals are housed in enclosed, soundproofed buildings.
  - (3) Lawn, garden and tree services.
  - (4) Building contractors and subcontractors.
  - (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.
  - (6) Manufacturer's display rooms.
  - (7) Boat building and repairing.
  - (8) General warehousing and storage.
  - (9) Trucking and courier services.
  - (10) Communications and utility services.
  - (11) Wholesale trade establishments as follows: Motor vehicle supplies and parts, new; lumber and construction materials and other durable goods, except scrap and waste materials; paper and paper products, drugs, drug propeties and druggists' sundries, apparel, piece goods and notions; beer, wine and distilled alcoholic beverages; and flowers, nursery stock and florist's supplies.
  - (12) Financial institutions, insurance and real estate offices.
  - (13) Business service establishments as follows: Advertising, business and consumer credit reporting and collections; mailing, reproduction, commercial art, photography, and stenography; building services, computer programming, data processing and other computer services, personnel supply, and recording studios. For recording studios, no noise from activities within the studio may be audible from off of the property containing the studio.
  - (14) Automotive repair shops, service stations, and carwashes.
  - (15) Electrical repair; watch, clock and jewelry repair; reupholstery and furniture repair; and miscellaneous repair shops and related services.
  - (16) Business and professional offices as follows: Landscape architects; doctors, dentists, and miscellaneous health offices and clinics; and engineering, architecture, accounting, research, management and related services.

(17) Government use.

(18) Essential public services.

(19) Recreational services.

(20) Tour Operators

(c) Accessory uses. The following uses are permitted as accessory uses in the I-1 zoning district.

(1) Any use customarily accessory to the permitted and conditional uses in the I-1 zoning district.

(d) Conditional uses. The following uses are permitted as conditional uses in the I-1 zoning district, subject to the standards and procedures established in section 34-221 et seq.

(1) Cemeteries.

(2) Used motor vehicle parts, wholesale.

(3) Processing and wholesale trade of scrap and waste materials, including junkyards, subject to section 34-445(d).

(4) Petroleum bulk stations and terminals, wholesale.

(5) Restaurants, except drive-ins.

(6) Convenience stores.

(7) Hotels and motels.

(8) Wholesale trade—nondurable goods, excluding farm products, chemical and allied products, and petroleum products.

(9) Educational services.

(10) Outdoor restaurants.

(11) Craft distillery



POLICE DEPARTMENT  
Patrick K. Dooley  
Chief of Police

City of

Jacksonville Beach

Police Department

101 Penman Road, South

Jacksonville Beach

FL 32250

Phone: 904.247.6343

Fax: 904.247.6342

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

To: Karen Nelson, Deputy City Manager

From: Patrick K. Dooley, Chief of Police

Subject: Ordinance No. 2018-8111, amending Chapter 5, "Animals and Fowl", of the Code of Ordinances

Date: August 27, 2018

### **ACTION REQUESTED**

Adopt Ordinance number 2018-8111, amending Chapter 5 of the City's Code of Ordinances by adding Sec. 5-36 titled "Neglecting, Abandoning Animals, Animals Confinement, Tethering".

### **BACKGROUND**

Currently, the City of Jacksonville Beach Code of Ordinances does not contain an ordinance addressing the growing concern of animal cruelty, abandonment, or neglect. The absence of this ordinance hinders the ability of the Jacksonville Beach Animal Control Officer to take enforcement action for such offenses, leaving the only recourse for action being a police officer enforcing state statute for either misdemeanor or felony level cruelty-related charges. Currently, there is also no civil enforcement action for such violations and no possibility of bringing violators in front of the Jacksonville Beach Special Magistrate.

At the request of community and departmental members, the issues surrounding the absence of such an ordinance for cruelty and neglect have created heightened cause for concern. The humane treatment of animals is an important public concern and a focus of our enforcement efforts. The adoption of the proposed ordinance would provide the Jacksonville Beach Police Department / Jacksonville Beach Animal Control Officer with additional enforcement options when dealing with violators.

This ordinance (Section 5-36) regulates the neglecting, abandoning, confinement, and tethering of any animals within the City of Jacksonville Beach.



1995

According to the Ordinance, it is considered neglect or abandonment of an animal if one or more of the following occurs:

- Failing to provide sufficient potable water, sufficient wholesome food, or adequate shelter;
- Keeping an animal in an enclosure which prevents the animal from full movement with full extension of its limbs;
- Placing or confining an animal in an unattended vehicle without sufficient ventilation, water or without sufficient space to stand fully erect on all legs and / or to be able to turn fully around;
- Allowing an animal to live in extreme filth, excessive feces, unsanitary conditions, obnoxious odors such as urine and feces.

The Ordinance also defines conditions under which animals may be tethered.

**RECOMMENDATION**

Adopt Ordinance Number 2018-8111, amending Chapter 5 of the City of Jacksonville Beach Code of Ordinances by adding Sec. 5-36 titled "Neglecting, Abandoning Animals, Animals Confinement, Tethering".

Introduced By: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2018-8111**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; AMENDING CHAPTER 5, "ANIMALS AND FOWL," ARTICLE II. – DOGS AND CATS, DIVISION 1. – IN GENERAL, SECTION 5-36 "RESERVED." ADDING NEGLECT, ABANDONMENT, CONFINEMENT, TETHERING, FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 5, "Animals and Fowl," Article II. – Dogs and Cats, Division 1. – In General, Section 5-36 "RESERVED" of the Code of Ordinances of the City of Jacksonville Beach, Florida be amended as follows:

**Sec. 5-36 Neglecting / Abandoning Animals / Animals Confinement / Tethering**

It shall be unlawful for any person to neglect or abandon an animal. Violations of this section are deemed to be irreparable or irreversible in nature. For purposes of this section, it shall be considered neglect or abandonment if one or more of the following occurs:

- (1) Failing to provide any one of the following: sufficient potable water; sufficient wholesome food; adequate shelter with a sufficient, level floor, at least three structurally sound walls and a solid roof to protect the animal from the weather, extreme temperature (hot or cold) and direct sunlight; current and active veterinary care/treatment to prevent suffering; sufficient exercise and wholesome exchange of air. A standard of usual and customary practice, based upon the guidelines of the Jacksonville Veterinary Medical Society (JVMS), the Florida Veterinary Medical Association (FVMA) and/or the American Veterinary Medical Association (AVMA), shall be used to define active veterinary care/treatment;
- (2) Keeping an animal in an enclosure which prevents the animal from free and full movement with full extension of its limbs (including standing fully upright) and/or without exercise and wholesome exchange of air. Nothing in this section is meant to prohibit the temporary transport of animals in 'airline crates' or the use of a temporary crate that may not allow for full extension of all limbs and full movement and to stand erect and turn fully around while cleaning the enclosure or to separate

animals while feeding. Crates used for temporary holding of animals in conjunction with or training for dog shows, performance events or hunting are not covered by this provision if such holding period does not include overnight or extended periods of more than two hours, while not in transport, in such confined spaces that may not allow for full extension and free movement. Nothing in this section is meant to restrict the use of crates that allow the animal(s) to fully extend all limbs, allow the animal(s) to stand fully erect without touching the walls or top of the crate, allow the animal(s) to fully turn around, and allow the animal(s) sit and lay down without obstruction;

- (3) Placing or confining an animal or allowing it to be placed or confined or to remain in an unattended vehicle without sufficient ventilation or for such a period of time as may reasonably be expected to endanger the health or well-being of such animal due to heat, lack of water or such other circumstances as may be expected to cause suffering, debility or death;
  - a) A police officer or animal control officer who finds an animal in a vehicle in violation of this section may enter the vehicle by using the amount of force reasonably necessary to remove the animal. An officer or animal control officer who acts in substantial compliance with the provisions of this section shall be immune from civil and criminal liability, and the City shall also be held immune from civil liability.
- (4) Caging or confining an animal and failing to supply the animal, during such caging or confinement, with sufficient water, with sufficient space to stand fully erect on all legs and/or to turn completely around within the cage or confinement and with sufficient wholesome food;
- (5) Leaving the animal upon or beside any street, road or other public or private place;
- (6) Forsaking entirely and leaving to die any animal that is maimed, sick, infirm or diseased;
- (7) Allowing an animal to live in extreme filth, excessive feces, unsanitary conditions, obnoxious odors such as urine and feces; or
- (8) Restraint by tethering;
  - a) The tether shall not weigh more than one-eighth of the animal's body weight. When a violation of this provision occurs, an animal control officer is authorized to take reasonable measures to remove the animal from the tether and take the tether and animal to shelter.
  - b) The tether must be at least twelve (12) feet in length with operative swivels on both ends.

- c) The tether shall be attached to a properly fitted collar or harness worn by the animal; the tether may not be attached to a slip/choke or prong collar.
- d) The animal, while restrained by a tether, must be able to access proper shelter with sufficient floor, at least three walls, and roof to protect the animal from the weather, extreme temperatures and direct sunlight; and is able to access sufficient potable water and sufficient wholesome food, and
- e) In the interest of public safety, animal control officers and police officers are authorized to remove aggressive and dangerous dogs from tethers and impound such animals where the animal is accessible by children or the public without a secured fence or enclosure. Boarding fees will be the responsibility of the owner of the impounded dog.

(9) Special magistrate. The special magistrate shall exercise jurisdiction over such matters as set forth in Chapter 2, Article VI, section 2-170 of the Code of Ordinances of the City of Jacksonville Beach.

(10) Penalties. Any person who violates this section shall be subject to a fine of one hundred dollars (\$100.00) for the first violation, a fine of two hundred fifty dollars (\$250.00) for the second violation, and a five hundred dollar (\$500.00) fine for any subsequent violations. The Jacksonville Beach Police Department/Jacksonville Beach Animal Control shall enforce the provisions set forth within this section.

**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.** This ordinance shall take effect upon its adoption in accordance with the law.

**AUTHENTICATED** this \_\_\_ day of \_\_\_\_\_, 2018.

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William C. Latham, MAYOR

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Laurie Scott, CITY CLERK