



Agenda **Amended**

City Council

Monday, March 2, 2020

7:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

20-037 Council Briefing held on February 17, 2020

20-038 Regular Council Meeting held on February 17, 2020

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

20-039 Proclamation – Gregory Paul’s

CITY CLERK

CITY MANAGER

20-040 Approve/Disapprove a Professional Legal Services Agreement with the Law Firm Lewis, Longman & Walker, P.A., to Provide Primary and Alternate Special Magistrate Services to the City

- 20-041** Approve/Disapprove a Professional Legal Services Agreement with Carr Allison to Provide Legal Services to the Police Department for Risk Protection Order Cases
- 20-042** Approve/Disapprove a Professional Legal Services Agreement with the Law Firm Shepard, Smith, Kohlmyer & Hand, P.A., to Provide Legal Services to the City for the Charter Review Phases I and II Projects
- 20-043** Approve/Disapprove the CRA to Employ the Firm of Shepard, Smith, Kohlmyer & Hand, P.A., to Perform a Consolidation of the 1987 Downtown Community Redevelopment Plan, and Subsequent Amendments Thereto, on a Cost Plus Basis not to Exceed \$32,000.00
- 20-044** Award/Reject Bid No.1920-04 for Lawn Care and Landscape Maintenance to Chad Brock Enterprises as the Primary Contractor and Down to Earth as the Secondary Contractor
- 20-045** Reject All Bids for Bid No.1920-01 for Well #16 Construction and Well #11 Abandonment Project, and Approve Advertisement of a New RFP
- 20-046** Accept/Reject the Dedication to the City and Acceptance for Maintenance of the Public Infrastructure Improvements by Regency Centers in the Pablo Plaza Shopping Center for the Proposed Whole Foods Store
- 20-047** Approve/Disapprove Change Order No. 3 for the Design of the 8 Foot Wide Multipurpose Path as Described in the Scope of Services for Task Work Order # 2: Ocean Terrace Drainage Improvements Final Design Phase – Change Order No. 3: 8 Foot Paths at a Cost of \$28,132.00 (Including 15% Contingency)
- 20-048** Approve/Disapprove the Assignment and Assumption of Commercial Lease Agreement of the Golf Course Restaurant Lease from Tee to Green Partners D/B/A Sand Trap Bar and Grill to Penman Hospitality LLC, D/B/A Sneakers on the Green
- 20-049** Approve/Disapprove the Purchase of a Ball Dispenser for the Driving Range from Range Servant America, Inc., in the Amount of \$22,572.00
- 20-050** Approve/Disapprove the Final Plat for Replat of Lots 5 and 6, Block 45, Atlantic Park, Supporting a Four-Unit Townhouse Residential Subdivision

RESOLUTIONS

- 20-051** RESOLUTION NO. 2052-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, DIRECTING THE CITY MANAGER TO PLACE STANDARD HOSPITAL EMERGENCY SERVICES WAYFINDING SIGNS ON CITY PROPERTY TO HELP THE TRAVELING GENERAL PUBLIC LOCATE THE

ONLY LICENSED HOSPITAL EMERGENCY MEDICAL CARE FACILITY LOCATED IN THE CITY, AS DEFINED BY SECTION 395.002, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE FINDINGS, COUNCIL AUTHORITY, PUBLIC PURPOSES, ADMINISTRATIVE ASSIGNMENT AND DELEGATION OF RESPONSIBILITIES, CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

20-052 RESOLUTION NO. 2053-2020

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE (NONUNION) POSITIONS, EFFECTIVE MARCH 2, 2020.

ORDINANCES

20-053 ORDINANCE NO. 2020-8134 (First Reading) (Public Hearing)

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE VIII, DIVISION 2, SECTION 34-406 FENCES, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADD A MAXIMUM HEIGHT RESTRICTION FOR FENCES ON RESIDENTIAL ZONED PROPERTIES FRONTING STATE ROAD A1A; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

20-054 ORDINANCE NO. 2020-8133 (Second Reading) (Public Hearing)

AN ORDINANCE TO AMEND VARIOUS ARTICLES, DIVISIONS, AND SECTIONS OF THE CITY OF JACKSONVILLE BEACH, CODE OF ORDINANCES CHAPTER 34 LAND DEVELOPMENT CODE; TO PROVIDE CLARIFICATIONS, REVISIONS, UPDATES, AND REORGANIZATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

20-055 ORDINANCE NO. 2020-8135 (Second Reading) (Public Hearing)

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-346 INDUSTRIAL DISTRICT: I-1, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADD MOBILE FOOD VENDORS TO PERMITTED USES IN INDUSTRIAL DISTRICT: I-1 ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND 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 a 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.

If you plan on attending or presenting at the hearing then you may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

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

The following City Council Members were in attendance:

Mayor: William C. Latham

Council Members: Keith Doherty Georgette Dumont Sandy Golding
Christine Hoffman Cory Nichols Phil Vogelsang

Also present were City Manager Mike Staffopoulos.

Purpose of Briefing

The purpose of the briefing was to update the Council Members about ongoing items in the City.

City Manager

Low-Speed Vehicle – Lakeside Drive/Seagate Avenue

City Attorney Chris Ambrosio researched statutes and other legal resources to see what other similar jurisdictions were doing. He reported the following:

- Low-speed vehicles could only be used on streets, not sidewalks or “paths”
- The city only had the ability to prohibit low-speed vehicles on streets
- Golf carts could only be used on specifically designated roads

Per his research, Mr. Ambrosio recommended the city not create a path to be shared by pedestrians, bicycles, and low-speed vehicles. It was also suggested not to create a separate path or street lane for use by the low-speed vehicles.

Regarding the Lakeside Drive emergency gate, a committee was formed to research options available for the operation and access control of the Lakeside emergency access gate. The committee was comprised of representatives from Beaches Energy Services, the Police Department, Public Works, Information Technology, and Fire Marshal Steve Sciotto. Fire Marshal Sciotto also met with Jacksonville Fire Chief Dave Brown and had a representative from Armstrong Gate meet with the group. Fire Marshal Sciotto reviewed the report with their findings.
<on file>

Their findings were as follows:

- Service the gate and utilize a manual key or combination lock along with Fire Department Knox padlock, as had been past practice
- Service the gate and control via cell phone signal with Knox Key override
- Service the gate and control via cell phone signal, card swipe and Knox Key override
- Service the gate and control via cell phone signal, controller decal reader and Knox Key override

Fire Marshal Sciotto stated the need for service vehicles to open the gate was not very often. Public safety and utility staff involved in the research indicated they approved the use of a key. This option appeared to be the most beneficial and dependable method.

Golf Course Restaurant Lease

Golf Course Facility Manager Bruce Mohler provided an update on the golf course restaurant. Mr. Mohler stated a new restaurant would be taking over the lease, and he hoped to present the new contract to Council for approval at the March 2, 2020, City Council meeting.

Paid Parking Program

Chief Financial Officer Ashlie Gossett reviewed the amendment to the paid parking contract. The changes to the contract clarified SP Plus would collect citations fee, send the unpaid citations to collection, and remit funds to the city.

Ms. Gossett stated the fees would remain the same as last year. The maximum resident rate would be amended from \$7 to \$5. The cost-share was 60% for the city and 40% for the contractor. The amendment allowed SP Plus to charge a \$10 administrative fee for every violation processed.

Other topics

Mr. Staffopoulos described the changes made to City Council agenda memos.

Mr. Staffopoulos opened the meeting to all Council Members to speak on topics of their choice. The following topics were discussed:

- Lowering the retirement age for Police Officers
- Relocate the Veterans Memorial to another site to allow more public access
- City becoming a Purple Heart City
- Assessment of all parks and their amenities
- Survey dog park members about accommodations and improvements
- Installation of lights on the softball fields
- Meeting light standards for sea turtle season and installing light shields
- Council requested an update on the Dix.Hite + Partners lighting plan for downtown
- How to respond to public questions/input at Council meetings

The briefing adjourned at 7:00 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, February 17, 2020, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Vogelsang provided the Invocation, followed by the salute to the flag.

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:10 P.M.

ROLL CALL:

Mayor: William C. Latham

Council Members: Keith Doherty Georgette Dumont Sandy Golding
Christine Hoffman Cory Nichols Phil Vogelsang

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, City Clerk Laurie Scott, and Assistant City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Council Briefing held on February 3, 2020
- Regular Council Meeting held on February 3, 2020.

ANNOUNCEMENTS:

Ms. Golding thanked Mayor Latham for the State of the Beaches presentation at the Beaches Watch meeting. She reported she finished the 26.2 Donna Half Marathon. Ms. Golding noted there were 49 personnel involved (21 sworn officers, 15 Citizens on Patrol volunteers, and 13 civilian employees) representing the Police Department and thanked them for participating. She stated she, Mayor Latham, Mr. Nichols, and Mr. Staffopoulos visited Tallahassee for the Florida League of Cities Legislative Action Days and met with several senators and representatives. She remarked there were many legislators in Tallahassee who did not support protecting Home Rule. She asked the public to tell their legislators to preserve Home Rule.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Latham extended Courtesy of the Floor to visitors.

- Tim Kazmierczak, 2768 Lois Lane, Jacksonville Beach, discussed the Lakeside Drive gate/low-speed vehicle issue and suggested allowing bike access. He also wanted to encourage people to keep trash receptacles off of public streets.
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, thanked Parks and Recreation for the three new memorial benches in Huguenot Park. He wanted to expand the memorial program to more than benches and trees.
- Sonja Fitch, 1425 9th Street South, Jacksonville Beach, discussed economic statistics since President Donald Trump had been elected and said the facts demonstrated the economy was not better.

MAYOR AND CITY COUNCIL: *None*

CITY CLERK: *None*

CITY MANAGER:

Item #20-026 – Accept the Monthly Financial Reports for the Month of January 2020

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to accept the financial reports for the month of January 2020 as submitted by the Chief Financial Officer.

Roll Call Vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The motion passed unanimously.

Item #20-027 – Approve the Assignment and Assumption of Commercial Lease Agreement between Benjamin Groshell and Chris Wooten and Safe Harbor Seafood Restaurant, LLC, and the Landlord’s Consent between the City of Jacksonville Beach and Let’s Eat, LLC

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the Assignment and Assumption of Commercial Lease Agreement between Benjamin Groshell and Chris Wooten and Safe Harbor Seafood Restaurant, LLC, and the Landlord’s Consent between the City of Jacksonville Beach and Let’s Eat, LLC.

Mr. Staffopoulos explained the current partnership that owns the business wants to substitute one of the partners. The Groshells will stay on as the primary partner, and the Wootens would be replaced by Let’s Eat LLC.

Roll Call Vote: Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham
The motion passed unanimously.

Item #20-028 – Award Bid Number 1920-03 for Light Poles and Luminaires

Mr. Staffopoulos explained these were fixtures and poles to replenish stock.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid Number 1920-03 for Light Poles and Luminaires to Electric Supply Inc. Direct, the lowest bidder meeting specifications.

Roll Call Vote: Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham
The motion passed unanimously.

Item #20-029 – Authorization to Fund and Purchase One New Vehicle for the Sanitation Contract Coordinator Position from the Florida Sheriffs Association Contract (FSA19-VEL27.0) (Item #192), Utilizing the 2020 Capital Outlay Savings from the Purchase of the Elgin Street Sweeper for the Public Works Streets/Sanitation Division

Mr. Staffopoulos said the position was approved last year, but a vehicle was not assigned for the position. Due to the proactive purchase of the street sweeper at a discounted price, there were funds available to purchase this vehicle.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the purchase of one new vehicle for the Sanitation Contract Coordinator from Duval, Florida LLC at a cost of \$29,387.00 utilizing the Florida Sheriffs Association contract (FSA19-VEL27.0).

Roll Call Vote: Ayes – Hoffman, Nichols, Vogelsang, Doherty, Dumont, Golding, Mayor Latham
The motion passed unanimously.

Item #20-030 – Approve Payment for the Emergency Repair of the 6” PVC Sanitary Sewer Force Main that was Damaged by a Directional Boring Contractor Installing Ducts on the North Side of Beach Boulevard near Hopson Road

Mr. Staffopoulos said staff expended over \$40,000 on the emergency repairs. He stated they were still working on getting reimbursement from other parties involved in damaging the utility. The total was \$41,448.24.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the emergency repair of the 6” PVC Sewer Force Main on the north side of Beach Boulevard near Hopson Road by G&H Underground Construction Inc., at a cost of \$41,448.24.

Ms. Dumont inquired why the City was not informed until after the break was made. Mr. Staffopoulos explained the contractor had performed directional drilling in a location different from where they were supposed to drill. Public Works was working with FDOT, the communications company, and their contractor to determine reimbursement. Ms. Dumont wanted to ensure that in the future, contractors understand the process. Mr. Staffopoulos responded that it is part of the discussion.

Roll Call Vote: Ayes – Nichols, Vogelsang, Doherty, Dumont, Golding, Hoffman, Mayor Latham
The motion passed unanimously.

Item #20-031 – Approve First Amendment to the Agreement for Parking Management Services with SP Plus Corporation

Mr. Staffopoulos explained this is an amendment to the paid parking management services. It is a two-step process. This first step amends the Agreement with SP Plus to clarify some of the language, including a fee schedule breakdown and collections. The second step adopts the resolution on the next agenda item.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the First Amendment to the Agreement for Parking Management Services with SP Plus Corporation.

Roll Call Vote: Ayes – Vogelsang, Doherty, Dumont, Golding, Hoffman, Nichols, Mayor Latham
The motion passed unanimously.

RESOLUTIONS:

Item #20-032 – RESOLUTION NO. 2050-2020

Mayor Latham requested the City Clerk read Resolution No. 2050-2020 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING RESOLUTION NO. 1987-2017 TO AUTHORIZE AMENDMENT OF THE AGREEMENT FOR PARKING MANAGEMENT SERVICES FOR CERTAIN CITY PARKING LOTS WITH SP PLUS CORPORATION TO EXTEND THE AGREEMENT ONE YEAR, TO GRANT SP PLUS MANAGEMENT RESPONSIBILITY AND AUTHORITY TO COLLECT PARKING CITATIONS AND TO ESTABLISH CHARGES AND FEES FOR CITATIONS AND VIOLATIONS, TO ESTABLISH THE COSTS AND FEES SHARE ARRANGEMENTS, AND TO SET PARKING FEES AND CITATION CHARGES; PROVIDING FOR RENEWAL AND AMENDMENT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ACTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Ms. Staffopoulos explained this resolution would codify the Parking Management Services contract with SP Plus Corporation.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Resolution No. 2050-2020, amending the Agreement for Parking Services and revising fees.

Roll Call Vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The motion passed unanimously.

Item #20-033 – RESOLUTION NO. 2051-2020

Mayor Latham requested the City Clerk read Resolution No. 2051-2020 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY AND EXTENDING ITS EXPIRATION DATE IN ACCORDANCE WITH SECTION 163.3755(1), FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTION; PROVIDING FOR REPEAL OF CONFLICTS; AND SETTING AN EFFECTIVE DATE.”

Mr. Staffopoulos stated this would address new state statutes regarding Community Redevelopment Agencies (CRAs). It would allow the two CRA Districts to operate until 2047.

The following spoke in support of the agenda item:

- Frances Povloski, 402 15th Street North, Jacksonville Beach, asked the Council to consider extending the CRA's life and to give the CRA staff.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Resolution No. 2051-2020 approving the continued existence of the Jacksonville Beach Community Redevelopment Agency beyond January 30, 2039, pursuant to Section 163.3755(1), Florida Statutes.

Discussion:

Chief Financial Officer Ashlie Gossett stated the City of Jacksonville Beach portion of CRA monies would return to the General Fund, and the City of Jacksonville funds would return to the City of Jacksonville after the CRA expired.

The Council discussed administering the CRA.

Mr. Staffopoulos reported he and Mr. Mann were creating the job description for the CRA position, and are also looking for workspace for the additional staff.

Roll Call Vote: Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham
The motion passed unanimously.

ORDINANCES:

Item #20-034 – ORDINANCE NO. 2020-8133 (First Reading) (Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8133 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND VARIOUS ARTICLES, DIVISIONS, AND SECTIONS OF THE CITY OF JACKSONVILLE BEACH, CODE OF ORDINANCES CHAPTER 34 LAND DEVELOPMENT CODE; TO PROVIDE CLARIFICATIONS, REVISIONS, UPDATES, AND REORGANIZATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Latham read the following:

“This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a ‘quasi-legislative’ proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council's decision on a text amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria."

Public Hearing:

Mayor Latham opened the public hearing on Ordinance No. 2020-8133.

Director of Planning and Development Bill Mann described the request.

Mr. Staffopoulos stated this was phase 1 of 2. He recalled it had been denied by a previous Council 18 months ago, but one of the controversial items had been resolved, and the current Council had requested the ordinance come back.

Mayor Latham closed the public hearing and read the following:

"Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process."

Council members disclosed they had no ex-parte communications regarding this item.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2020-8133 amending the text in Articles II, IV, V, VI, VII, VIII, and IX of Chapter 34, Land Development Code of the Jacksonville Beach Code of Ordinances.

Discussion: Mayor Latham read the following statement for the record:

"Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff's report, the recommendation of the Planning Commission and the public input at all hearings."

Ms. Hoffman asked if specifying appeals be heard by the Circuit Court of Duval County instead of the Board of Adjustment was common. Mr. Mann noted this was a better situation for the Board of Adjustment because every application they heard was based on his interpretation of the Code. Mr. Ambrosio felt it would benefit the applicant to have the appeal heard by the circuit court.

Ms. Golding asked about several sign types, and Mr. Mann replied some signs would be legal, non-conforming if a permit had been issued using old standards. The determination would be

made on a case-by-case basis. Ms. Golding was concerned about some of the proposed sign restrictions and suggested they discuss it further.

Mr. Mann explained to Mr. Vogelsang the proposed changes regarding setbacks for HVAC units. If the work being done exceeded 50% of the value of the entire system, the work must meet the new requirements. He explained the changes were intended to accommodate firefighters and their equipment, police and other public safety personnel.

Motion: It was moved by Ms. Golding and seconded by Ms. Hoffman, to remove the sign standard change to Section 34-444. Prohibited Signs.

Roll Call Vote: Ayes – Golding, Hoffman, Doherty, Dumont
Nays – Nichols, Vogelsang, Mayor Latham
The motion passed 4-3.

Motion: It was moved by Ms. Dumont and seconded by Mr. Doherty, to amend Ordinance number 2020-8133 by revisiting the text of LDC Section 34-503 to delete reference to a staff recommendation for a concept plat applications and to correct a scrivener's error to correctly reference Section 34-503(6).

Roll Call Vote: Ayes – Hoffman, Nichols, Vogelsang, Doherty, Dumont, Golding, Mayor Latham
The motion passed unanimously.

Mr. Mann clarified for Ms. Dumont the prohibition against posting an address for a home-based business in certain places was to comply with existing home occupation regulations. Mayor Latham reported there was pending State legislation to preempt municipalities from controlling home-based businesses at all in favor of some generic State guidelines.

Vote on the original motion (as amended):

Roll Call Vote: Ayes – Nichols, Vogelsang, Doherty, Dumont, Golding, Hoffman, Mayor Latham
The motion passed unanimously.

Item #20-035 - ORDINANCE NO. 2020-8134 (First Reading) (Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8134 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE AMENDING CHAPTER 34, ARTICLE VIII, DIVISION 2, SECTION 34-406 FENCES, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADD A MAXIMUM HEIGHT RESTRICTION FOR FENCES ON RESIDENTIAL ZONED PROPERTIES FRONTING STATE ROAD A1A; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Latham read the following:

“This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a ‘quasi-legislative’ proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council’s decision on a text amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.”

Public Hearing:

Mayor Latham opened the public hearing on Ordinance No. 2020-8134.
No one came forward.

Mayor Latham closed the public hearing and read the following:

“Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

Mayor Latham, Mr. Nichols, Mr. Vogelsang, Ms. Hoffman, Mr. Doherty, and Ms. Golding disclosed they had no ex parte communication.

Ms. Dumont spoke with the original applicant (Whittle) from 3477 3rd Street South, Jacksonville Beach.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8134 amending Chapter 34 - Land Development Code Article VIII, Division 2, Section 34-406 Fences, to add a maximum height restriction for fences on Residential-zoned properties fronting State Road A1A.

Discussion: Mayor Latham read the following statement for the record:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff’s report, the recommendation of the Planning Commission and the public input at all hearings.”

Ms. Dumont had many concerns and wished to table the item. She recalled Council asking staff to research this issue but felt they had not, despite being provided copies of ordinances from surrounding communities.

Motion: It was moved by Ms. Dumont and seconded by Ms. Golding, to table this item until it could be researched and a more balanced argument made to the Planning Department.

Roll Call Vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Mayor Latham
Nays – Vogelsang,
The motion to table the item passed 6-1

Mayor Latham stated the item would be tabled until the March 2, 2020, City Council meeting.

Item 20-036 ORDINANCE NO. 2020-8135 (First Reading)(Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8135 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE AMENDING CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-346 INDUSTRIAL DISTRICT: I-1, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADD MOBILE FOOD VENDORS TO PERMITTED USES IN INDUSTRIAL DISTRICT: I-1 ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Latham read the following:

“This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a ‘quasi-legislative’ proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council’s decision on a text amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

Public Hearing:

Mayor Latham opened the public hearing on Ordinance No. 2020-8135.

Mr. Mann said staff had been approached by the VFW and a food truck vendor to address this. This ordinance expanded the areas of the City where someone could apply to be a mobile food vendor.

Mayor Latham closed the public hearing and read the following:

“Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex-parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

Mayor Latham, Ms. Dumont, Mr. Vogelsang, Mr. Doherty, and Ms. Golding disclosed they had no ex-parte communication.

Mr. Nichols spoke with the mobile food vendor.

Ms. Hoffman spoke with Walt Fanton from the VFW.

Discussion: Mayor Latham read the following statement for the record:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff’s report, the recommendation of the Planning Commission and the public input at all hearings.”

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8135, amending Chapter 34 of the Land Development Code Article VII, Division 2, Section 34-346, to add Mobile Food Vendors to the list of permitted uses in industrial I-1 zoning districts.

Roll Call Vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The motion passed unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:23 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager
FROM: Chris Ambrosio, City Attorney
SUBJECT: Professional Legal Services Agreement for primary and alternate Special Magistrate Services
DATE: February 25, 2020

BACKGROUND

The City has only an Alternate Special Magistrate Agreement for Legal Services ("Agreement"). The Agreement was entered into in 2016 with Council's approval following recommendation by the City's contracted outside attorney. Council and staff have agreed that the City's intention is to maintain its regular Special Magistrate hearings schedule on the 4th Wednesday at 2:00 p.m., each month, and to provide special set hearings when necessary. The City is determined to maintain the regular schedule for the benefit of the public and City departments. At briefing, Council agreed that a qualified law firm that could provide multiple attorneys to serve as primary and alternate Magistrates would be ideal. Prior instances of cancellations and rescheduled hearings caused confusion for the City Clerk's office, Code Enforcement Officers, the property owner, the public and other City departments. Also, a dual public office holding prohibition prevents a Magistrate or local hearing officer from holding two public offices for two public agencies at the same time.

City Code Sec. 2-170(a) provides that the City Council shall appoint a Special Magistrate or Magistrates, as needed. Appointments shall be made on the basis of experience and interest in the subject matter, in the sole discretion of the Council. *Sec. 2-170(a)*. The Magistrate shall serve at the pleasure of the Council. *Sec. 2-170(b)*. The amount of compensation paid to a Magistrate shall be determined by the Council. *Sec. 2-170(c)*. HR and the City Attorney searched for qualified firms to invite submission of proposals. The law firm Lewis, Longman & Walker, P.A. ("LLW"), submitted a revised proposal and guaranteed that it has six qualified attorneys to serve the City as primary and alternate Magistrate. LLW serves the needs and interests of the City at reasonable and competitive rates that are closely in line with the current alternate Magistrate fee arrangement.

REQUESTED ACTION

Approve/Disapprove a professional legal services agreement with the law firm Lewis, Longman & Walker, P.A., to provide primary and alternate Special Magistrate services to the City.

**CONTRACT BETWEEN THE CITY OF JACKSONVILLE BEACH AND LEWIS,
LONGMAN & WALKER, P.A. FOR PRIMARY AND ALTERNATE SPECIAL
MAGISTRATE SERVICES FOR CODE ENFORCEMENT**

This CONTRACT is made and entered into on the 2ND day of March, 2020 (“Effective Date”), by and between the City of Jacksonville Beach, a public body politic and municipal corporation organized and existing under the Laws of Florida, whose address is: City of Jacksonville Beach, 11 North Third Street, Jacksonville Beach, Florida, 32250 (“CITY”), and Lewis, Longman & Walker, P.A., a Florida professional service corporation, FEIN 65-0500793, whose address is 245 Riverside Avenue, Suite 510, Jacksonville, Florida 32202 (“CONTRACTOR”), collectively (the “Parties”) who hereby agree as follows:

WITNESSETH

WHEREAS, the City Council of the CITY determined there exists the need for Primary and Alternate Special Magistrate Services for Code Enforcement in the City of Jacksonville Beach (hereinafter collectively “Special Magistrate Services”); and

WHEREAS, the CITY has designated a regular schedule of the fourth Wednesday at 2:00 p.m., each month, to conduct Special Magistrate hearings in City Council Chambers, which the CITY is determined to maintain for the benefit of the public and City departments; and

WHEREAS, the City Council and the City Attorney determined that the best arrangement for provision of the Special Magistrate Services would be to have a single law firm with multiple qualified attorneys to provide Primary and Alternate Special Magistrate Services for the regular scheduled hearings and any special scheduled hearings; and

WHEREAS, the CONTRACTOR submitted a proposal to the CITY for provision of Primary and Alternate Special Magistrate Services for Code Enforcement; and

WHEREAS, the City Council selects the CONTRACTOR to provide the CITY with Special Magistrate Services; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the Parties agree as follows:

SECTION 1 . SCOPE OF WORK.

The Parties agree the CONTRACTOR will provide Primary and Alternate/Backup Special Magistrate Services to the CITY in accordance with the City of Jacksonville Beach Code of Ordinances, Chapter 2, Article VI, and Chapter 162, Florida Statutes. CONTRACTOR agrees that Wayne E. Flowers, Esq., will serve as Primary Special Magistrate for Code Enforcement for the CITY and that during the term of this Contract Wayne E. Flowers will not serve as a Special Magistrate for another city or hold another “office” that would violate the dual office holding prohibition contained in Article II, section 5(a) of the Florida Constitution. The CONTRACTOR will also provide several qualified Florida licensed attorneys to serve as alternate Special Magistrate in the event that the Primary Special Magistrate is unable to attend any hearing. The Parties’ intention is that there will always be a qualified Special Magistrate to attend regular scheduled hearings on the fourth Wednesday at 2:00 p.m., each month, and any special scheduled hearings. The Special Magistrate may rely on the City Clerk’s office to provide notice of hearings and to assist with coordination and planning of hearings.

SECTION 2. TERM.

The term of this Contract shall become effective on the Effective Date stated above and continue for one (1) year. The term may be extended annually upon a Resolution of the City Council, provided each term extension may not exceed one (1) year.

SECTION 3. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 4. COMPENSATION.

a. The CONTRACTOR agrees, for the consideration herein, to the following compensation:

(i) The professional Special Magistrate Services fee shall be based on the number of hearings conducted/presided over by CONTRACTOR. If two (2) or fewer hearings are held in a month, hearings will be billed at Five Hundred Dollars (\$500.00) each. If more than two hearings are held in a month, but less than six, the total fee will be Two Thousand Dollars \$2,000 for the month. If more than five hearings are held in a month, in addition to the \$2,000 fee, any hearing above five (5) will be billed at Five Hundred Dollars (\$500.00) each.

(ii) CONTRACTOR and CITY agree that in September, 2020, the City Manager and CONTRACTOR shall review this compensation for fairness to the City and Contractor.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Florida's Prompt Payment Act, Section 218.70, et seq., Florida Statutes.

c. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In the event sufficient budgeted funds are not available for a new fiscal period, the CITY will notify the CONTRACTOR of such occurrence and this Contract will terminate on the last day of the current fiscal period without penalty or expense to the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed in this Contract. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

d. The CONTRACTOR shall submit invoices once a month, in the month following code enforcement hearings held by the Special Magistrate, to the City of Jacksonville Beach for services performed, including the expenses or other charges accounted for under this Contract during the month immediately preceding said invoice. The CONTRACTOR will pay all sales, employment, and other applicable taxes that arise or may arise from the services performed under this Contract.

SECTION 5. TERMINATION AND FORCE MAJEURE.

- a. Termination. The CONTRACTOR shall serve at the pleasure of the City Council and may be removed from service at any time with or without cause upon resolution approved by a majority vote of the City Council present and voting. Such termination shall be effective upon thirty (30) days' written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract with or without cause upon sixty (60) days' written notice to the CITY. In the event the Contract is terminated by the CONTRACTOR or is terminated by the CITY for reasons unrelated to the quality of work provided by the CONTRACTOR, the CITY shall pay the CONTRACTOR in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation under this Contract in the event of termination. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.
- b. Force Majeure. Neither Party to this Contract will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the Contract, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 6. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in Exhibit A (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY within fifteen (15) days of execution of this Contract and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies, except CONTRACTOR's malpractice insurance.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue will lie in Duval County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the Parties.

SECTION 8. INDEPENDENT CONTRACTOR.

This Contract does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR's activities and responsibilities under this Contract.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub- contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like. Indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required in this Contract. This provision shall survive termination of this Contract.

SECTION 12. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, the cap on the amount and liability of the CITY for damages, attorney's fees and costs, regardless of the number or nature of claims in tort, equity or contract, must not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 5.

SECTION 14. BINDING EFFECT.

This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 15. ASSIGNMENT.

This Contract is assignable by the CONTRACTOR only with express written consent of CITY.

SECTION 16. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal

or unenforceable, it will have no effect on any other provision of this Contract. It is understood by the Parties that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 17. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, of this Contract, or to exercise any right or option contained in this Contract will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, which will continue to remain in full force and effect.

SECTION 18. MODIFICATION.

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the Parties hereto, pursuant to approval by the City Council. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written amendment(s), the provisions of the latest executed instrument shall take precedence.

SECTION 19. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and do not expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 20. JOINT AUTHORSHIP.

This Contract results from joint negotiation and authorship. No part of this Contract will be construed as the product of any one of the Parties hereto.

SECTION 21. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 22. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law may include, but are not limited to: records related to the entry, management and implementation of this Contract itself; emails/correspondence between the CITY and the CONTRACTOR related to this Contract; emails or correspondence from all other entities related to this Contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- b. Provide the public with access to the public records under the same terms and conditions that

the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

- c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of this Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247- 6268, LAURIE SCOTT at lscott@jaxbchfl.net, AND CITY HALL, 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL 32250.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF JACKSONVILLE BEACH CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF JACKSONVILLE BEACH OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 23. NOTICE.

All notices required to be given to the CITY or CONTRACTOR will be sent by (a) registered or certified mail, and notice is deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, or email, and notice is deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice is deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday.

All notices required to be given to the CITY shall be made to the CITY at:

City of Jacksonville Beach
Attention: City Manager
11 North Third Street
Jacksonville Beach, FL 32250
Phone: (904) 247-6268
Email: mstaffopoulos@jaxbchfl.net

With a copy to:

City Clerk

City of Jacksonville Beach 11 North Third Street

Jacksonville Beach, FL 32250

Phone: (904) 247-6268

Email: lscott@jaxbchfl.net

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR

at: Lewis, Longman & Walker, P.A.

Attention: Wayne E. Flowers, Esq.

245 Riverside Avenue, Suite 510

Jacksonville, FL 32202

Phone: (904) 353-6410

Fax: (904) 353-7619

Email: wflowers@llw-law.com

or to such address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both Parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 24. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY's requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.
2. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said Section.
3. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the other party other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.
4. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting.
5. This Contract shall be executed by the respective duly authorized officials, and shall take effect as of the day and year first above written.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency - Tequesta 218 S US Hwy 1, Ste 300 Tequesta FL 33469	CONTACT NAME: Norma Forbes PHONE (A/C, No, Ext): (561) 746-4546 E-MAIL ADDRESS: nforbes@mma-fl.com FAX (A/C, No): (561) 746-9599
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Hartford Underwriters Ins. Co. INSURER C: Indian Harbor Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Lewis, Longman & Walker, PA 515 North Flagler Drive Suite 1500 West Palm Beach FL 33401	

COVERAGES **CERTIFICATE NUMBER:** CL1961019845 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	21SBQBX4304	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBQBX4304	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			21SBQBX4304	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	21WEQAP2400	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Lawyers Professional Liability Evanston Excess Professional Liability			LPN903909800 / LX800102	07/01/2019	07/01/2020	Each Claim \$ 5,000,000 Excess over \$5M \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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MEMORANDUM

TO: Michael J. Staffopoulos, City Manager
FROM: Chris Ambrosio, City Attorney
SUBJECT: Professional Legal Services Agreement for Risk Protection Orders cases
DATE: February 20, 2020

BACKGROUND

Section 790.41, Florida Statutes, establishes extensive, precise and systematic legal processes that law enforcement agencies must follow in order to file a petition for a temporary and permanent risk protection order (RPO) and to enforce the RPOs. The process includes court filings and evidence procedures, court appearances, investigations, handling of orders and motions, responding to opposition to the petition and modifications, handling extension of orders, opposing termination of orders, and other court actions. There are ongoing legal procedures to renew an RPO for extended periods. Although the Police Department (PD) will rarely have a need for an RPO, when the time comes, the RPO process will require a great amount of legal work and resource commitment. Several local law firms were invited to submit proposals to provide professional legal services to the PD to handle the RPOs. Carr Allison ("Carr") has demonstrated an exceptional long standing and current successful attorney-client relationship representing the PD. Carr submitted the most cost effective and qualified proposal. The PD, City Attorney and Administration considered the proposals and recommend that Carr best serves the needs and interests of the PD and City.

REQUESTED ACTION

Approve/Disapprove a professional legal services agreement with Carr Allison to provide legal services to the Police Department for Risk Protection Order cases.



THE GREENLEAF AND CROSBY BUILDING
208 NORTH LAURA STREET, SUITE 1100
JACKSONVILLE, FLORIDA 32202-3518
TEL: 904.328.6456
FAX: 904.328.6473
CARRALLISON.COM

Heath L. Vickers
hvickers@carrallison.com

February 20, 2020

Via Electronic Mail - cambrsio@jaxbc.hfl.net

Chris Ambrosio, Esq. B.C.S.
City Attorney
City of Jacksonville Beach
11 North 3rd Street
Jacksonville Beach, FL 32250

**RE: Agreement to Provide General Legal Services as Assigned by the City Attorney
for the City of Jacksonville Beach and Represent the City of Jacksonville
Beach in Matters Involving Florida's Red Flag Law / Risk Protection Orders**

Dear Mr. Ambrosio:

This letter will confirm our conversation regarding the City of Jacksonville Beach's desire to engage Carr, Allison, Howard, Oliver & Sisson, P.C. ("Carr Allison" or "the Firm") to provide general legal services as assigned by the City Attorney and represent the City of Jacksonville Beach in matters involving Florida's Red Flag Law and Petitions for Risk Protection Orders. Attached to this letter is a memorandum outlining the Firm's policies and procedures, as well as the scope and terms of our engagement. Thank you for the opportunity to be of assistance.

If this letter and attached memorandum (collectively "Agreement") correctly describe your understanding of the scope of the services to be rendered by Carr Allison, and if all terms stated are satisfactory, please sign the letter and return a copy to me. Please retain the original letter for your records.

Your execution of this Agreement constitutes an acceptance on behalf of the City of Jacksonville Beach of the terms and conditions. If the scope of services described below is incorrect, or if the terms set forth are not satisfactory, please let me know so we can discuss your concerns.

We look forward to working with you. Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

CARR ALLISON

Heath L. Vickers

Enclosure

Mr. Chris Ambrosio, Esq. B.C.S.
February 20, 2020
Page 2

The undersigned have read and understand the Agreement, represent and warrant that they have authority to execute the Agreement on behalf of and legally bind the City of Jacksonville Beach, and agree and accept all terms and conditions stated in the Agreement.

Date: _____, 2020.

City of Jacksonville Beach

Signature: _____
Mayor

Signature: _____
City Manager

(Seal)

City Clerk Laurie Scott



CARR ALLISON'S ENGAGEMENT TERMS & BILLING POLICIES

We have found in our experience that it is helpful to confirm with our clients the nature and terms of our work. Accordingly, this memorandum is intended to explain our billing policies and procedures, as well as the scope and terms of our engagement. Each client is encouraged to discuss with us any questions regarding these policies and procedures with us at any time. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the Firm.

1. Scope of Engagement. By means of this Agreement, you are engaging the Firm to: **perform general legal services in matters assigned by the City Attorney and represent the City of Jacksonville Beach in matters involving Florida's Red Flag Law and Petitions for Risk Protection Orders.** Any changes to the scope of our services must be approved in writing.

Furthermore, subject to our mutual written agreement, you may also engage us to perform additional services in the future.

Our services are strictly for legal representation in this particular matter. In order to assist us in that representation, you agree to provide us with the factual information and materials we need to protect the company's interests in this case. However, you will not rely on us for business, investment or accounting decisions. You will also not expect us to investigate the character or credit of persons with whom you are dealing, unless specified within the course of pursuing this case.

Several points which bear upon our professional ethics should be made. We are ethically required to preserve the confidences and secrets of our clients. This obligation, and the privilege against disclosure which protects that information, exists to encourage candid and complete communication between the client and the lawyer. Because of this confidentiality, you can and should disclose all information relevant to the matters in which our Firm is retained. Both information and statements you share with us, and we with you, are protected to inspire unrestrained communication. Additionally, this firm cannot ethically guarantee any result or specific outcome in this litigation by undertaking this representation.

2. Fee and Hourly Rates. Our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances, which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client. Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis at a minimum of .1 hour for all tasks performed.

The hourly rates applicable to your matter will be **\$180.00** per hour for Shareholders and Counsel and **\$150.00** per hour for Associates. Our current hourly charge for Paralegal Assistants is **\$95.00** per hour. Fees for our representation are established based upon time and labor required and other factors, such as the complexity of the case, the legal skill required to perform the assignment, the amount of money at risk, and the time constraints imposed by the client or by circumstances. We also consider assignment of the correct attorney based upon these criteria, as well as the ability, experience and reputation of the attorney doing the work.

Heath L. Vickers, Shareholder, Johnny Sarber, Shareholder, and Alison Sausaman, Counsel, will serve as the primary attorneys. Other Associates may assist as well on these matters.

3. Fees for Other Services, Costs and Expenses. We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the rate of \$.575 per mile or the current IRS mileage rate, telephone, facsimile and document delivery charges, copying charges, computerized research, postage, support staff overtime, court filing fees and other court related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party vendors, such as court reporter and transcription fees. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due. Please note that no separate charge is made for the Firm's secretarial or word processing services; those costs are included within the above hourly rates.

4. Advance Retainer Deposit Toward Fees and Costs. Because new client matters involve both a substantial undertaking by our Firm and the establishment of client credit with our accounting office, we sometimes require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client. **In this matter, we will not require an advance retainer at this time.** If a retainer is required in the future, it will be deposited into the Firm's client trust account. Thereafter it will be disbursed to the Firm for fees and nominal costs as they accrue. Our monthly billings will reflect such applications of the advance deposit and also the current balance due, if any. We also reserve the right to require renewals of these advanced deposits. By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

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

If monthly statements are required, each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of one per cent (1.0%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

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

6. Changes in Fee Arrangements and Budgets. It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the Firm may require a further advance payment to the Firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client, presented to the City Council, and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

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

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

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

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

11. File Retention. As a general rule, we keep each client's files for five years after we close that file. After five years we destroy those files, unless the client advises us otherwise. If you want us to keep your files for a longer period of time, please so inform us.

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

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

14. Client. The Firm's client for the purpose of representation will be the **City of Jacksonville Beach**. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent or brother-sister entity, their officers, directors, agents, or employees.

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

The undersigned have read and understand the Agreement, represent and warrant that they have authority to execute the Agreement on behalf of and legally bind the City of Jacksonville Beach, and agree and accept all terms and conditions stated in the Agreement.

Date: _____, 2020.

City of Jacksonville Beach

Signature: _____
Mayor

Signature: _____
City Manager

(Seal)

City Clerk Laurie Scott

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager
FROM: Chris Ambrosio, City Attorney
SUBJECT: Professional Legal Services Agreement for Charter Review Project Phases I and II
DATE: February 21, 2020

BACKGROUND

The City Council directed staff to commence a Charter Review project consisting of two phases. Phase I involves three amendment initiatives for referendum on the 2020 ballot: (a) establish that removal of the City Manager and City Attorney can be done only by super majority vote of the Council; (b) elimination of a City department can be done only by super majority vote of the Council and majority vote of the public, and (c) Council can not interfere with City Administration or Human Resources concerning personnel decisions on appointments and removals of City staff (modifications to Section 30). Phase I work will commence in the 2nd Quarter of 2020. After Phase I work is completed, the City will review the efficacy of the firm's work and decide whether to proceed with Phase II work.

The Phase II project is to take place between the 1st Quarter of 2021 and 1st Quarter of 2023. A period identified as being between the "elections." Phase II will be a major and comprehensive amendment overhaul of the entire Charter.

This project requires a law firm that has attorneys with extensive experience in municipal Charter review amendment projects for Florida municipalities. The project will require a great amount of time and attention. The Florida League of Cities ("FLC") recommended a diverse group of highly regarded legal specialists with these distinctive skills. Six firms were invited to submit proposals to provide professional legal services to handle this project. Some firms did not respond. The law firm Shepard, Smith, Kohlmyer & Hand, P.A., led by Cliff Sheppard, Esq. ("Sheppard"), submitted the most comprehensive proposal that demonstrated the best price, experience and capability to handle this project. Sheppard is highly recommend by FLC. For a brief time this year, Sheppard will also serve the City's Community Redevelopment Agency ("CRA") as a legal consultant. His CRA scope of work will not interfere with or delay his firm's work under this proposed Charter Review professional legal services agreement.

REQUESTED ACTION

Approve/Disapprove a professional legal services agreement with the law firm Shepard, Smith, Kohlmyer & Hand, P.A., to provide legal services to the City for the Charter Review Phases I and II projects.

Shepard, Smith, Kohlmyer & Hand, P.A.

Legal Services Agreement

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

Charter Review Counsel as follows:

Phase I: (a) amend the Charter to establish that removal of the City Manager or City Attorney can be done only by super majority vote of the Council; (b) elimination of a City department can be done only by super majority vote of the Council; and (c) Council can not interfere with City administration or HR staff regarding appointments/removals/personnel decisions concerning City staff. After Phase I work is completed, the City will review the efficacy of the firm's work and decide whether to proceed with Phase II work.

Phase II: To take place between 1st Quarter of 2021 and 1st Quarter of 2023. Phase II will be a major and comprehensive overhaul of the entire Charter.

This document has been issued on the above-referenced date and is null and void if not returned to Shepard, Smith, Kohlmyer & Hand, P.A. within fifteen (15) days. Likewise, this document is null and void without the acceptance signature of an attorney of Shepard, Smith, Kohlmyer & Hand, P.A.

Legal Fees

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

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

Client Initials _____

Costs and Disbursements

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

Advance Retainer Deposit toward Fees and Costs

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

Monthly Statements and Payment Terms

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

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

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

Changes in Fee Arrangements and Budgets

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

Client Initials _____

Withdrawal from Representation

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

Duties upon Termination of Active Representation

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

Future Matters

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

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

Conflicts

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

File Retention

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

Permission to Use Name

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

Client Initials ____

Disclaimer of Guarantee

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

Attorney Fees

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

Client

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

Entire Agreement

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

Public Records

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

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

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

Client Initials _____

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

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

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

CITY OF JACKSONVILLE BEACH

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

By: _____
Mike Staffopoulos, City Manager

By: _____
Clifford B. Shepard

Date: _____

Date: _____

By: _____
William C. Latham, Mayor

Date: _____

ATTEST:

By: _____
Laurie Scott, City Clerk

Date: _____

Client Initials ____

MEMORANDUM

TO: Mike Staffopoulos, City Manager
FROM: Bill Mann, Planning and Development Director
SUBJECT: Cliff Shepard, Attorney – Downtown CRA Plan consolidation
DATE: February 20, 2020

BACKGROUND

I appeared with Attorney Cliff Shepard at the January 21, 2020 City Council Briefing to discuss his firm's proposal to consolidate the original 1987 Downtown Community Redevelopment Plan with the various amendments to that plan since its original adoption (2007 Vison Plan, 2015 Action Plan & Capital Improvements Program). Earlier that same night, Mr. Shepard and I also reviewed his proposal with the Community Redevelopment Agency (CRA). The CRA discussion also included review and approval of Mr. Shepard's estimated fee of \$32,000.00. The proposed fee is outlined in the attached draft Engagement Letter from Mr. Shepard dated January 7, 2020.

Both the CRA and the City Council were supportive of using Mr. Shepard's firm to do the proposed consolidation work, and the CRA approved hiring Mr. Shepard on a cost plus basis, based on his January 7, 2020 draft Engagement Letter.

Following the January 21 meetings, staff has worked with Mr. Shepard to develop a more comprehensive general services contract that approves his firm's billing rates and other expenses. A draft copy of that contract is attached for reference.

Because the CRA must follow City purchasing procedures, and because the provided fee estimate is expected to exceed 25,000.00, the proposal is being presented for City Council approval. If approved tonight, Mr. Shepard's first work task assigned under his firm's general contract will be the performance of the Downtown Plan consolidation work, on a cost plus basis, not to exceed \$32,000.00.

REQUESTED ACTION

Approve/Disapprove the CRA to employ the firm of Shepard, Smith, Kohlmyer & Hand, P.A., to perform a consolidation of the 1987 Downtown Community Redevelopment Plan, and subsequent amendments thereto, on a cost plus basis not to exceed \$32,000.00.

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





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

February 11, 2020

VIA E-MAIL

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

Dear Mr. Mann:

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

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

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

Legal Fees

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

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

Client Initials _____

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

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

Costs and Disbursements

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

Advance Retainer Deposit toward Fees and Costs

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

Monthly Statements and Payment Terms

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

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

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

Changes in Fee Arrangements and Budgets

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

Client Initials _____

Withdrawal from Representation

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

Duties upon Termination of Active Representation

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

Future Matters

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

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

Conflicts

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

File Retention

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

Permission to Use Name

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

Client Initials ____

Disclaimer of Guarantee

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

Attorney Fees

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

Client

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

Entire Agreement

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

Public Records

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

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

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

Client Initials ____

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

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

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

CITY OF JACKSONVILLE BEACH CRA

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

By: _____
William C. Mann
Title: CRA Administrator

By:  _____
Clifford B. Shepard

Date: _____

Date: 2-11-20

Client Initials _____

January 7, 2020

Jacksonville Beach Community Redevelopment Agency
c/o William C. Mann
11 N. 3rd Street – City Hall
Jacksonville Beach, FL 32250

Dear Members of the Jacksonville Beach CRA Board:

This letter, explaining our firm's fees, expenses, billing policies and payment terms, is prepared regarding our agreement to provide legal services for your agency's Redevelopment Plan project, which services will include the following tasks:

- *Drafting an Analysis of the Current Downtown Redevelopment Plan, as Amended;*
- *Coordination and Legal Consultation re: Objectives of Jacksonville Beach Downtown Redevelopment Plan;*
- *Preparation/Consolidation of New Redevelopment Plan for the Downtown Area; and*
- *Provision of a Legal Workshop in Jacksonville Beach.*

This document has been issued on the above-referenced date and is null and void if not returned to SHEPARD, SMITH, KOHLMYER & HAND, P.A., within fifteen (15) days. This engagement letter shall govern any and all additional matters brought to this firm, unless otherwise specified in a separate engagement letter. Other matters may addressed by the law firm when orally authorized by any of the officers described below.

Legal Fees

The firm will charge an hourly rate of \$250.00 per hour for all shareholders, \$200.00 for associate attorneys and \$70.00 per hour for paralegals. We estimate a total project labor fee of \$30,000 based on around 130 hours of legal labor, plus \$2,000 for the legal workshop. The estimated labor may increase or decrease based on the progression of the project.

Costs

The firm will not charge for routine costs such as photocopying and telephone charges. In the event any portion of the project requires travel, the firm shall charge for lodging and meals within the client's existing per diem policy.

Authority to Represent

The law firm is authorized to investigate and prepare the matters for which it has been retained. The law firm is authorized to accept direction from the Administrator of the organization or their designee.

CLIENTS' INITIALS _____

No Guaranty

The law firm does not and cannot guarantee a successful result. The attorneys' fees incurred by the client shall be due and owing regardless of the outcome of the matter(s) for which the law firm is retained.

Termination or Withdrawal

If the law firm is discharged by the client or withdraws for any reason before conclusion of the matter(s), the law firm shall be entitled to immediate reimbursement of all costs advanced and all attorney fees incurred for work performed until such termination.

Retainer

No retainer is required.

Billing

Bills for services provided and costs incurred by the firm are rendered to clients monthly. Bills are due in full upon receipt and considered delinquent fifteen (15) days from the date of the billing. In the event payment of any statement is not made within fifteen (15) days of the billing date, the law firm may elect any or all of the following options:

1. To withdraw from any pending court matter in which an appearance has been filed on the client's behalf, upon due motion and notice of hearing;
2. To declare the entire amount due, with interest at the rate of eighteen percent (18%) per annum from the date of the statement;
3. To file suit on the amount due;
4. To retain all client property in its possession until payment is made;
5. To pursue any other remedy allowed by law.

Late Payment Charge

A late payment charge of \$25.00 is added to all balances not paid in full within forty-five (45) days of the bill date unless alternative payment terms are arranged in advance.

Attorneys' Fees

If the law firm is forced to collect the client's account, the client agrees to pay the law firm's reasonable attorneys' fees, including attorneys' fees on appeal, for such collection.

CLIENTS' INITIALS _____

Questions about Billing

Clients are strongly encouraged to timely discuss any questions they have about statements rendered to them with the member of the firm familiar with the account. **Clients must contact the law firm within fifteen (15) days of the billing date with any questions or adjustment requests. Failure to do so will be deemed acknowledgment by the client that the bill is both accurate and fair.**

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

By: _____
Bill Mann, Administrator

o/b/o City of Jacksonville Beach
Community Redevelopment Agency

Date: _____

By: _____
Clifford B. Shepard, Esq.

o/b/o Shepard, Smith, Kohlmyer
& Hand, P.A.

Date: _____



Beaches Energy

Services

1460-A Shetter Ave

Jacksonville Beach

FL 32250

Phone: 904.247.6281

www.beachesenergy.com

MEMORANDUM

TO: Mike Staffopoulos, City Manager
FROM: Allen Putnam, Director of Beaches Energy Services
SUBJECT: Bid No. 1920-04 - Lawn Care and Landscape Maintenance
DATE: February 19, 2020

BACKGROUND

Bid No. 1920-04 establishes the specifications for lawn care and landscape maintenance for each of our fourteen (14) substation properties, both active and inactive. The bid requires the contractor to supply all equipment, tools, labor and supervision necessary to provide weekly maintenance at each substation during the months of April through October, and once every fourteen (14) days from October through March. This bid also includes the trimming of palm trees around Penman Substation as well as mulch application and irrigation system repairs at these locations.

The contract term is for a period of three (3) years, with an option to renew for up to three (3) additional one-year periods, upon approval of the City Manager.

The solicitation was advertised and we received the following five (5) responses:

	1. Lawn Care and Landscape Maintenance at 14 Electrical Substations – price per month	2. Palm Tree trimming cost per tree (approximately 36 trees)	3. Irrigation Repair. Labor price per hour	4. Mulch Application per cubic yard (approximately 45 cubic yards)
Chad Brock Enterprises	\$ 2,400.00	\$ 25.00	\$ 75.00	\$ 35.00
Down to Earth Jacksonville	\$ 2,600.00	\$ 35.00	\$ 55.00	\$ 55.00
Yellowstone Landscape	\$ 2,994.00	\$ 25.00	\$ 55.00	\$ 48.00
Brightview	\$ 3,106.00	\$ 30.00	\$ 55.00	\$ 48.00
J & D Maintenance	\$ 3,250.00	\$ 60.00	\$ 25.00	\$ 40.00

MEMORANDUM
Bid No. 1920-04
February 19, 2020

Page 2

Chad Brock Enterprises was the lowest responsive bidder at \$2,400 per month.

REQUESTED ACTION

Award/Reject Bid No.1920-04 for Lawn Care and Landscape Maintenance to Chad Brock Enterprises as the primary contractor and Down to Earth as the secondary contractor.

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

MEMORANDUM

TO: Mike Staffopoulos, City Manager
FROM: Kayle Moore, PW Project Engineer
THRU: Dennis W. Barron, Jr., Director of Public Works
SUBJECT: Reject Bid No. 1920-01, Well #16 Construction and Well #11 Abandonment
DATE: February 20, 2020
REVISED: Chris Ambrosio, City Attorney (2/24/20)

BACKGROUND

The subject Bid No. 1920-01 project is located at the City's Well #16 Construction Site at the southwest corner of 8th Ave. N. and 11th St. N. and Well #11 Site at the intersection of Shetter Ave. & 6th St. N. The Well #16 scope of work includes drilling and constructing, testing and placing a new water supply well into service, installing a new vertical turbine pump, discharge piping and appurtenances, instrumentation, and constructing a new well building, concrete driveway and site improvements. The Well #11 scope of work includes demolishing and removing all equipment and vegetation at the Site. See the attached map for the project locations. (Collectively "Project"). The City established a total budget of \$710,000.00 in the FY2020-2024 Capital Improvement Plan (CIP) for the Project.

On October 23, 2019, the City advertised a Bid No. 1920-01 RFP for the Project to seven (7) contractors. Two (2) contractors submitted bid proposals. Sawcross, Inc. ("Sawcross") was the lowest responsive, responsible bidder with a total base bid of \$1,608,638.00. Intercounty Engineering, Inc. submitted a proposal of \$1,977,470.00. The low bid of \$1,608,638.00 exceeds the CIP budget by approximately \$900,000.00, before contingency and construction administration services.

The Project is now undergoing material modifications to design and specifications that were not part of Bid No. 1920-01. The material modifications are expected to result in a reduction in Project costs. If the material modifications were incorporated into a new advertised RFP, staff expects an increase in the number of bidders and a broader range of lower proposal prices.

City staff recommends that it is in the City's best interests for Council to reject all bids for Bid No. 1920-01 for the following reasons: (a) the original bid design and specifications are being materially modified; (b) the material modifications should reduce the Project cost and bid proposals prices; (c) the modifications are such that more than two bidders are likely to submit proposals to a new RFP; (d) the current lowest bid was approximately \$900,000.00 higher than the CIP approved Project budget; and (e) the



Memorandum
Reject Bid No. 1920-01
February 24, 2020

Page 2

Council was not presented with an action item requesting the Council to accept and award the lowest bid, and authorize a contract on the Project.

Section XII, J. of the Purchasing Policy states that the Council may reject or award the bid subject to each Council member's opinion, to legal interpretations or rulings, and pursuant to the City's Purchasing Ordinance and Purchasing Policies.

In Bid No. 1920-01, the City reserved the right to reject any and all Bids, or any part of any Bid and/or alternate(s), to waive any informality in any Bid, or to re-advertise for all or part of the work contemplated by the Project.

On February 20, 2020, a notice of rejection of all bids was prematurely issued to the two bidders. So, Council's approval of this action item to reject all bids would be in effect an after-the-fact approval of the notice of rejection of all bids.

Still, Council may exercise its discretion to award the bid of \$1,608,638.00 and approve a contract with Sawcross. But doing so will not incorporate the material modifications to the design and specifications. And City staff will have to receive acceptance by Sawcross, that it will honor its bid notwithstanding the City's notice of rejection of all bids.

REQUESTED ACTION

Reject all bids for Bid No. 1920-01 the Well #16 Construction and Well #11 Abandonment Project, and approve advertisement of a new RFP.

City of Jacksonville Beach Bid Tabulation Form

Bid Number 1920-01, Well #16 Construction and Well #11 Abandonment

Bid Date: December 11, 2019

BIDDERS

	<i>Vendor A</i>	<i>Vendor B</i>			
Base Bid	\$ 1,608,638.00	\$ 1,977,470.00			

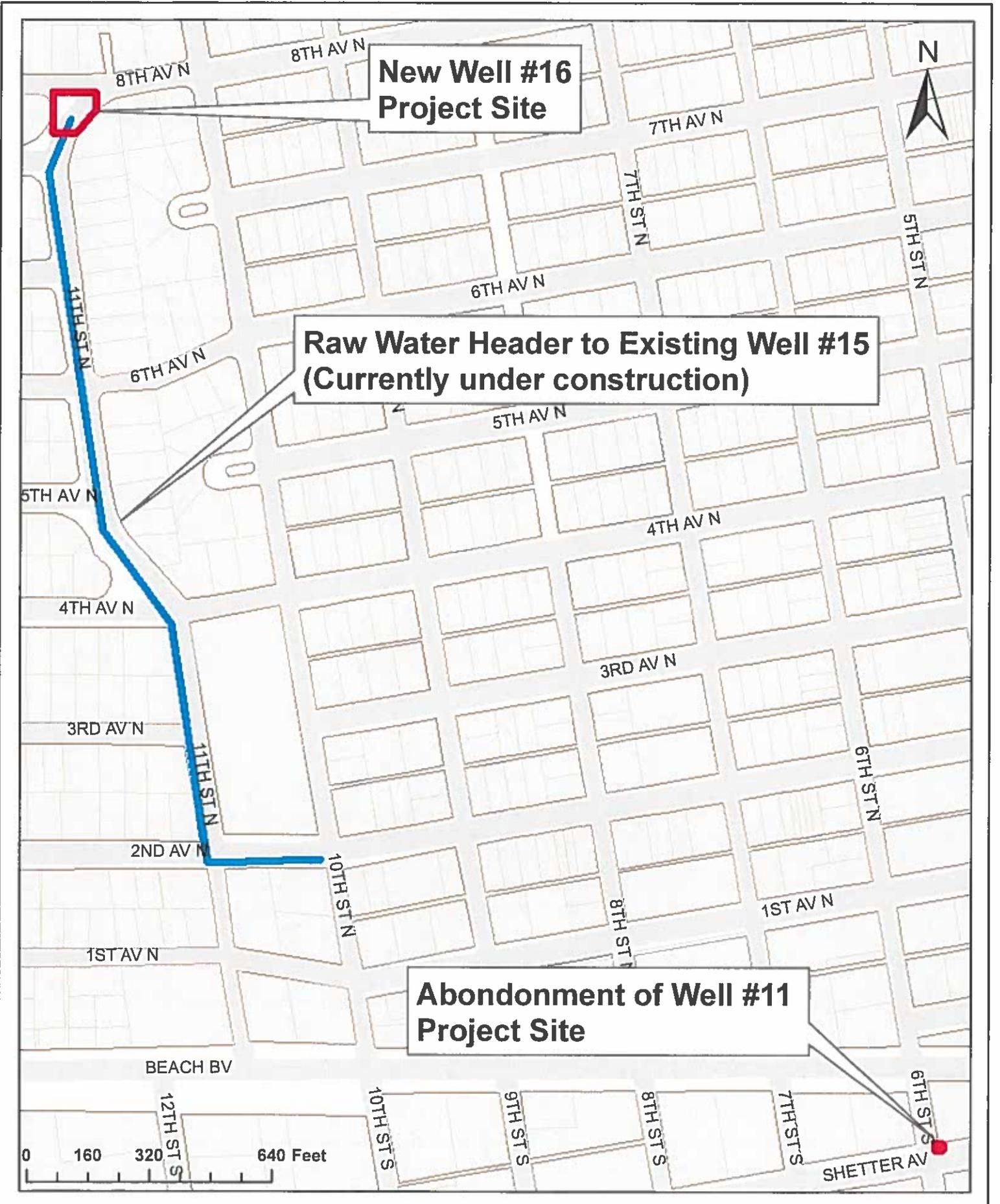
Invitations Issued: 7

Plan Holders: N/A

Bid Responses: 2

BIDDERS

A	SAWCROSS, INC.
B	INTERCOUNTY ENGINEERING, INC.





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

www.jacksonvillebeach.org

MEMORANDUM

TO: Mike Staffopoulos, City Manager
 FROM: Martin Martirone, P.E., City Engineer
 THRU: Dennis W. Barron, Jr., Director of Public Works
 SUBJECT: Dedication to the City and Acceptance for Maintenance of Public Infrastructure Improvements by Regency Centers in the Pablo Plaza Shopping Center for the proposed Whole Foods store
 DATE: February 25, 2020

BACKGROUND

The owner (Regency Centers) constructed public infrastructure (potable water main) as indicated below to support the proposed Whole Foods store at 1954 3rd Street South. Regency Centers is also in the process of renovating the previous Office Depot store located in the Pablo Plaza Shopping Center on 3rd Street South and north of 23rd Avenue South as indicated on the attached map.

Public Infrastructure Dedicated to the City for Maintenance			
Description	Value	Location	Responsibility
Potable Water Distribution System (987 LF of 8 and 4-inch PVC pipe, 6 valves, 2 fire hydrants, 10 water services, and related work)	\$108,195.00	in road right-of-way and easement	Public Works
TOTAL: \$108,195.00			

The water main was tested and received Florida Department of Environmental Protection clearance but has not been placed into operation. The engineer certified the work based on testing results and as-built drawings and certified the work's value. The owner has provided a one-year maintenance bond. Attached is the recorded easement document (in yellow) for the potable water main.

City staff recommends that it is in the City's best interest to accept the new potable water main for maintenance located within an easement in the Pablo Plaza Shopping Center. The water main will be connected to the City's existing water main and will provide increased flow and pressure to the City's system.



Memorandum
Dedication of Public Infrastructure - Whole Foods Store
February 25, 2020

Page 2

REQUESTED ACTION

Accept/Reject the dedication to the City and acceptance for maintenance of the public infrastructure improvements by Regency Centers in the Pablo Plaza Shopping Center for the proposed Whole Foods store.

Prepared By and Return To: Regency Centers One Independent Drive, Suite 114 Jacksonville, FL 32202 Attn: Patrick McKinley	For County Recording Use Only: Doc # 2020041574, OR BK 19112 Page 1000, Number Pages: 7 Recorded 02/21/2020 03:06 PM, RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$61.00
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**GRANT OF EASEMENT
 POTABLE WATER MAIN
 PABLO PLAZA**

THIS GRANT OF EASEMENT FOR WATER FACILITIES, hereinafter "Utility Easement", made this 17th day of February 2020, between Equity One Florida Portfolio, Inc., whose mailing address is One Independent Drive, Suite 114, Jacksonville, FL 32202, hereinafter "Grantor," and the City of Jacksonville Beach, a municipal corporation in Duval County, Florida, hereinafter "Grantee."

PROPERTY: The following described land situated in Duval County, Florida, and hereinafter "Property", and more particularly described as:

SEC. 04, TOWNSHIP 3 SOUTH, RANGE 29 EAST, OCEAN PARK, W 20.5 FEET LOTS 6 AND 13, LOTS 7 TO 12 BLOCK 8, LOTS 3 TO 14 BLOCK 9, LOTS 1 TO 14 BLOCK 10, LOTS 7 TO 11 BLOCK 12, BLOCKS 11 AND 15 TO 19 AND, MORE PARTICULARLY DESCRIBED ON EXHIBITS "A" and "B" ATTACHED AND, BY THIS REFERENCE HEREBY MADE A PART THEREOF.

PIN # or RE # of above described Property R.E. # 179672-0000
 Street address of above described Property 1954 3RD Street South, Jacksonville Beach, FL 32250

WITNESSETH: For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, Grantor, its successors and assigns, hereby gives, grants, dedicates, and conveys to Grantee its successors and assigns forever, an unobstructed perpetual easement for the purpose of installing and maintaining water mains, equipment, and appurtenances across, above, on, and below the surface of the Property with the further right to install other water facilities for the operation, maintenance, and replacement of water systems, TOGETHER WITH the right of ingress to and egress from, over, upon, under, and across said Property for the purpose of maintaining, replacing, upgrading, improving, repairing, reconstructing, and removing said water facilities, lines, equipment, and appurtenances.

AND TOGETHER WITH the right to Grantee, its successors and assigns, a perpetual non-exclusive easement for ingress to and egress from, over, upon, under, and across the Property, and for doing anything lawful as necessary, useful, or convenient for the enjoyment of the Easement herein granted, including the right to cut, spray, trim, remove, and dispose of any trees, growth, or vegetation Grantee determines is necessary or convenient in connection with its operation, maintenance, and replacement of said water facilities, also the privilege of removing at any time, any and all said water facilities located over, upon, in, across, or under said Property, ALSO TOGETHER WITH the right and easement privilege in and to said Property which may be required for the enjoyment of the rights granted herein. Grantee shall restore Property to a like and safe condition as found prior to any installation, repair, or maintenance work of its facilities. The City of Jacksonville Beach shall not be responsible for the repair or maintenance of any landscaping, vegetation, specialty-paving materials or, above or below ground structures constructed and/or installed by others or currently in existence. Any maintenance, repair, or restoration of paved surfaces by the City of Jacksonville Beach, its successors or assigns, shall be performed using materials as may usually and customarily be in use by The City of Jacksonville Beach at the time of such work and, shall be within the City's sole discretion.

Corporate

IN WITNESS WHEREOF, Grantor has executed this Easement the day and year first above written.

Signed, Sealed, and Delivered:

WITNESS:

1st Witness (Signature)

[Signature]

Eric Apple

1st Witness (Type or Print Name)

2nd Witness (Signature)

[Signature]

Clara Kendall

2nd Witness (Type or Print Name)

GRANTOR:

By:

[Signature]

Grantor's Signature

Patrick McKinley

Type or Print Name

Vice President, Market Officer
Title with Grantor

STATE OF FLORIDA,

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17 day of February 2020, by

Patrick McKinley

Name

Vice President

Title

and

Name

Title

of Equity One Florida Portfolio, Inc.

a Florida corporation, on behalf of the Corporation. He/She is personally known to me/or
State of Incorporation

has/have produced NA and did/did not take an oath
Type of Identification

At: One Independent Drive, Suite 114, Jacksonville, FL 32202

Mailing Address of Corporation

[Signature]

Notary's Signature

Wendi Hill

Type or Print Name

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: 11/29/22

Commission No. GG 240468



WENDI HILL
Commission # GG 240468
Expires November 20, 2022
Revised Three Budget History to ..

EXHIBIT "A"

OWNER'S PROPERTY
LEGAL DESCRIPTION AND MAP

PARCEL 1:

ALL THAT LAND OR PARCEL LYING AND BEING IN THE CITY OF JACKSONVILLE BEACH, COUNTY OF DUVAL AND STATE OF FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 14 BLOCK 8; LOTS 3 THROUGH 14, BLOCK 9; LOTS 1 THROUGH 14, BLOCK 10; LOTS 1 THROUGH 14, BLOCK 11; LOTS 7 THROUGH 11, BLOCK 12; LOTS 1 THROUGH 14, BLOCK 15; LOTS 1 THROUGH 14, BLOCK 16; LOTS 1 THROUGH 14, BLOCK 17; LOTS 1 THROUGH 14, BLOCK 18; LOTS 1 THROUGH 8, BLOCK 19; TOGETHER WITH ALL OF SAN PABLO STREET AND OCEAN DRIVE, AND PORTIONS OF DIEGO DRIVE, SEMINOLE STREET, AND PEDRO STREET, SAID STREETS AND DRIVES BEING CLOSED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA BY ORDINANCE No. 6780, ALL BEING A PART OF OCEAN PARK, AS RECORDED IN PLAT BOOK 13, PAGE 30, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF AFORESAID LOT 1, BLOCK 8, OCEAN PARK; THENCE RUN SOUTH $81^{\circ}12'41''$ WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MENENDEZ STREET AS NOW ESTABLISHED, A DISTANCE OF 610.26 FEET TO THE NORTHWESTERLY CORNER OF AFORESAID LOT 10, BLOCK 15; THENCE RUN DUE SOUTH ALONG THE WESTERLY LINE OF SAID OCEAN PARK A DISTANCE OF 947.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 23RD AVENUE SOUTH (FORMERLY MERCEDES AVENUE) AS NOW ESTABLISHED; THENCE RUN NORTH $89^{\circ}37'46''$ EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 23RD AVENUE SOUTH, A DISTANCE OF 445.89 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 7, BLOCK 12; THENCE RUN NORTH $00^{\circ}03'05''$ WEST, ALONG THE EASTERLY LINE OF AFORESAID LOTS 7 AND 11, BLOCK 12 AND A NORTHERLY PROJECTION THEREOF, A DISTANCE OF 196.35 FEET TO THE CENTERLINE OF AFORESAID PEDRO STREET; THENCE RUN NORTH $81^{\circ}12'41''$ EAST, ALONG SAID CENTERLINE OF PEDRO STREET, A DISTANCE OF 160.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THIRD STREET (STATE ROAD A1A) AS NOW ESTABLISHED; THENCE RUN NORTH $00^{\circ}03'05''$ WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 526.28 FEET TO THE NORTHEASTERLY CORNER OF AFORESAID LOT 3, BLOCK 9; THENCE RUN SOUTH $81^{\circ}12'41''$ WEST, ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 80.00 FEET TO THE NORTHEASTERLY CORNER OF AFORESAID LOT 5, BLOCK 9; THENCE RUN NORTH $00^{\circ}03'05''$ WEST, ALONG THE EASTERLY LINE OF AFORESAID LOT 14, BLOCK 9, AND A NORTHERLY PROJECTION THEREOF, A DISTANCE OF 105.20 FEET TO THE CENTERLINE OF AFORESAID SEMINOLE STREET; THENCE RUN NORTH $81^{\circ}12'41''$ EAST ALONG SAID CENTERLINE OF SEMINOLE STREET A DISTANCE OF 80.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THIRD STREET SOUTH; THENCE RUN NORTH $00^{\circ}03'05''$ WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH, GRANTOR'S RIGHT, TITLE, AND INTEREST IN AND TO MENENDEZ STREET ABUTTING THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN ON THAT SURVEY PREPARED FOR CHEMICAL BANK, CONTINENTAL CASUALTY COMPANY-CNA INSURANCE COMPANY, STEPHEN M. ROSS, J. MICHAEL FRIED AS TRUSTEE, CHICAGO TITLE INSURANCE COMPANY, BY H.A. DURDEN & ASSOCIATES DATED AUGUST 14, 1986.

TOGETHER WITH LOTS 1 AND 2, BLOCK 9, OCEAN PARK, AS RECORDED IN PLAT BOOK 13, PAGE 30, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH THE SOUTHERLY ONE-HALF OF SEMINOLE STREET LYING BETWEEN THE NORTHERLY PROJECTION OF THE WESTERLY AND EASTERLY LINES OF SAID LOTS 1 AND 2, SAID SEMINOLE STREET BEING CLOSED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, ORDINANCE NUMBER 6780.

LESS AND EXCEPT FROM THE PROPERTY HEREIN ABOVE DESCRIBED THE FOLLOWING DESCRIBED PROPERTY:

OUTPARCEL 1:

LOTS 1 THROUGH 5, LOT 14, AND THE EASTERLY 19.5 FEET OF LOTS 6 AND 13, BLOCK 8 TOGETHER WITH THE NORTH ONE-HALF OF THE EAST 139.5 FEET TO SEMINOLE STREET CLOSED BY CITY OF JACKSONVILLE BEACH, FLORIDA CITY ORDINANCE No. 6780 LYING WEST OF AND ADJACENT TO THE WEST RIGHT-OF-WAY LINE OF SOUTH THIRD STREET (STATE ROAD A1A), TOGETHER WITH THE SOUTH ONE HALF AND EAST 139.5 FEET OF MENENDEZ STREET, CLOSED BY CITY OF JACKSONVILLE BEACH ORDINANCE No. 7322 LYING WEST OF AND ADJACENT TO THE WEST RIGHT-OF-WAY LINE OF THE AFORESAID THIRD STREET SOUTH, ALL BEING A PART OF OCEAN PARK, AS RECORDED IN PLAT BOOK 13, PAGE 30 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF AFORESAID MENENDEZ STREET WITH THE WEST RIGHT-OF-WAY LINE OF AFORESAID THIRD STREET SOUTH; THENCE SOUTH 00°03'05" EAST, ALONG THE WEST LINE OF SAID THIRD STREET SOUTH A DISTANCE OF 210.47 FEET TO AN INTERSECTION WITH THE CENTERLINE OF THE AFORESAID SEMINOLE STREET; THENCE SOUTH 81°12'41" WEST, ALONG SAID CENTERLINE A DISTANCE OF 139.50 FEET; THENCE NORTH 00°03'05" WEST PARALLEL WITH AND 137.88 FEET WEST OF THE WEST LINE OF THIRD STREET SOUTH, A DISTANCE OF 210.47 FEET TO AN INTERSECTION WITH THE CENTERLINE OF THE AFORESAID MENENDEZ STREET; THENCE NORTH 81°12'41" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 139.50 FEET TO THE POINT OF BEGINNING.

PARCEL II:

EASEMENTS FOR THE BENEFIT OF PARCEL I, DOCUMENTS RECORDED IN O.R. BOOK 6247, PAGE 1397, AS AMENDED IN O.R. BOOK 6886, PAGE 1410, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

MAP OF

20' POTABLE WATER MAIN UTILITY EASEMENT

ALL THAT LAND OR PARCEL LYING AND BEING IN THE CITY OF JACKSONVILLE BEACH, COUNTY OF DUVAL AND STATE OF FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOTS 9 AND 10, BLOCK 16, LOTS 9 AND 10, BLOCK 17, LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 18, LOTS 6, 7 AND 8, BLOCK 19; TOGETHER WITH A PART OF OCEAN DRIVE, DIEGO DRIVE, SEMINOLE STREET, SAID STREETS AND DRIVES BEING CLOSED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA BY ORDINANCE No. 6780, ALL BEING A PART OF OCEAN PARK, AS RECORDED IN PLAT BOOK 13, PAGE 30, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF AFORESAID MENENDEZ STREET WITH THE THE WESTERLY RIGHT OF WAY LINE OF THIRD STREET (STATE ROAD A1A) AS NOW ESTABLISHED; THENCE SOUTH 81°12'41" WEST, ALONG SAID CENTERLINE OF MENENDEZ STREET, A DISTANCE OF 610.24 FEET TO THE WESTERLY LINE OF SAID OCEAN PARK; THENCE SOUTH 00°00'00" WEST AONG SAID WESTERLY LINE OF SAID OCEAN PARK, A DISTANCE OF 258.48 FEET TO A POINT; THENCE DEPARTING SAID WESTERLY LINE SOUTH 90°00'00" EAST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 44°57'45" EAST, A DISTANCE OF 18.41 FEET TO A POINT; THENCE SOUTH 45°02'15" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 44°57'45" WEST, A DISTANCE OF 10.13 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 241.41 FEET TO A POINT; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 7.07 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 91.53 FEET TO A POINT; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 10.72 FEET TO A POINT; THENCE SOUTH 00°04'00" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.74 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 91.11 FEET TO A POINT; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 52.71 FEET TO A POINT; THENCE SOUTH 00°04'00" EAST, A DISTANCE OF 46.00 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 52.78 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 103.71 FEET TO A POINT; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 32.06 FEET TO A POINT; THENCE NORTH 11°07'07" EAST, A DISTANCE OF 53.39 FEET TO A POINT; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 17.47 FEET TO A POINT; THENCE SOUTH 00°04'00" EAST, A DISTANCE OF 72.38 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 59.91 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 4.17 FEET TO A POINT; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 86.06 FEET TO A POINT; THENCE SOUTH 00°22'13" EAST, A DISTANCE OF 21.24 FEET THE NORTHERLY RIGHT OF WAY LINE OF 23RD AVENUE SOUTH (FORMERLY MERCEDES AVENUE) AS NOW ESTABLISHED; THENCE SOUTH 89°37'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 00°22'13" WEST, DEPARTING SAID RIGHT OF WAY, A DISTANCE OF 13.03 FEET TO A POINT; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 86.13 FEET TO A POINT; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 201.53 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 13.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 13.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 165.00 FEET TO A POINT; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 7.07 FEET TO A POINT; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 257.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,171 SQUARE FEET, 0.46 ACRES MORE OR LESS.

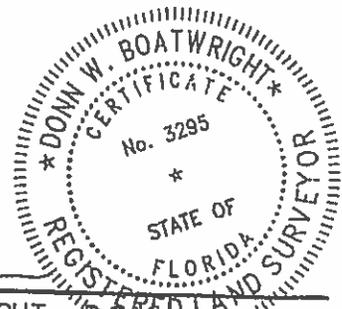
NOTES:

1. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
2. BEARINGS BASED ON THE WESTERLY LINE OF OCEAN PARK, BEING SOUTH 00°00'00" EAST AS PER OFFICIAL RECORDS BOOK 15366, PAGE 1700.

SEE SHEETS 2 AND 3 OF 3 FOR MAP

"NOT VALID WITHOUT THE SIGNATURE
THE ORIGINAL SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER"


 DONN W. BOATWRIGHT, REGISTERED LAND SURVEYOR
 FLA. LIC. SURVEYOR AND MAPPER No. 3295
 FLA. LIC. SURVEYING AND MAPPING BUSINESS No. 3672



SCALE: NOT TO SCALE
 DRAWN BY: KLW
 FILE #: 2020-0187LJR

BOATWRIGHT LAND SURVEYORS, INC.
 1500 ROBERTS DRIVE
 JACKSONVILLE BEACH, FLORIDA 241-8550

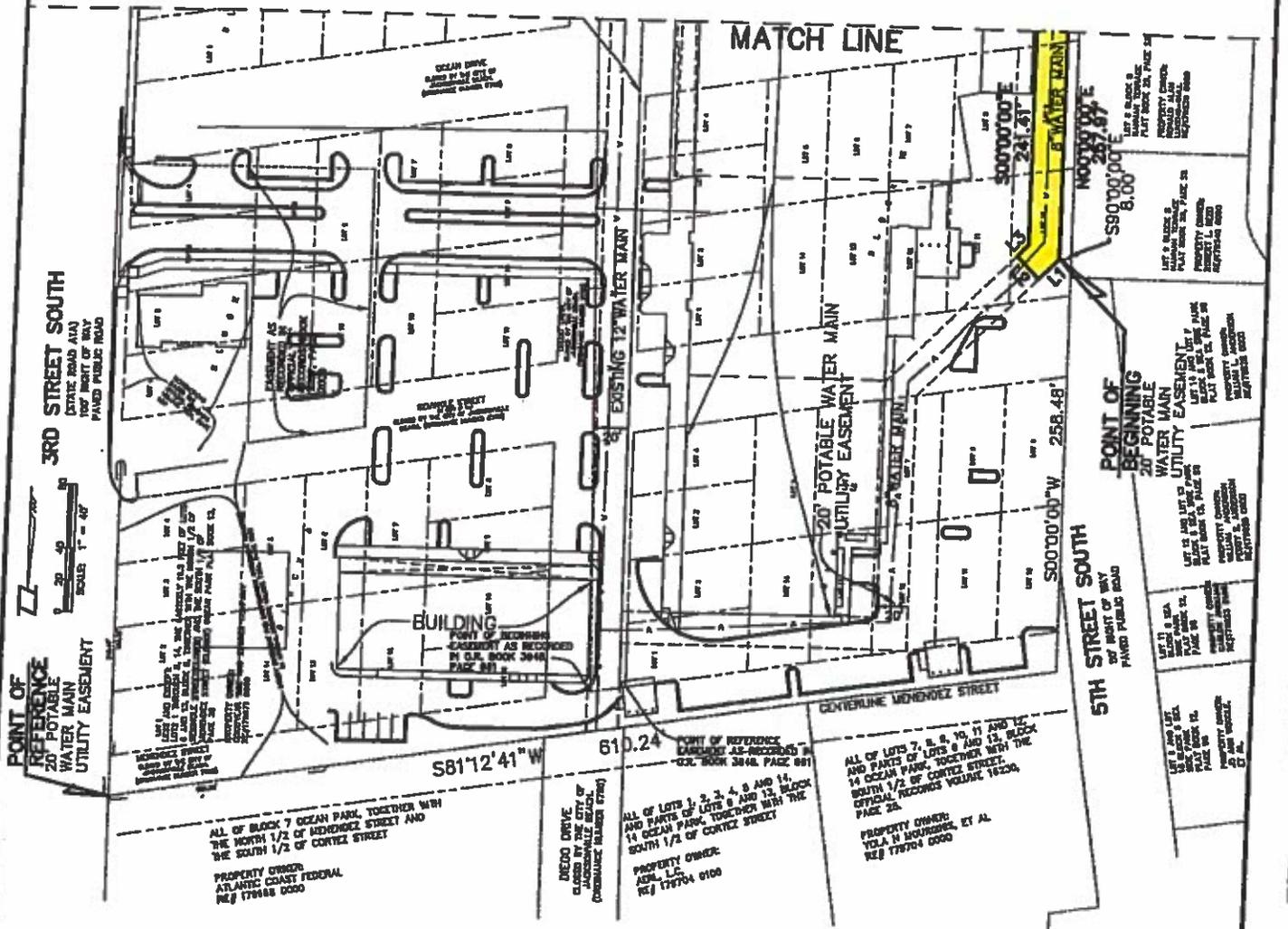
DATE: FEBRUARY 14, 2020
 SHEET 1 OF 3

Granted by: Equity One (Florida Portfolio) Inc.,
 Property Address: 1822-2230 3rd Street South, Jacksonville Beach, FL
 Parcel #: 179672-0000

EXHIBIT "B"

Potable Water Main Utility Easement

MAP OF



LINE	BEARING	DISTANCE
L1	N44°57'45"E	18.41'
L2	S45°02'15"E	20.00'
L3	S44°57'45"W	10.13'
L4	S45°00'00"E	7.07'
L5	S90°00'00"E	10.72'
L6	S00°04'00"E	20.00'
L7	S90°00'00"W	10.74'
L8	S90°00'00"E	32.06'
L9	N11°07'07"E	53.39'
L10	S90°00'00"E	17.47'
L11	S90°00'00"W	59.91'
L12	S00°00'00"W	4.17'
L13	S00°22'13"E	21.24'
L14	S89°37'46"W	20.00'
L15	N00°22'13"W	13.03'
L16	S90°00'00"W	13.00'
L17	N00°00'00"E	10.00'
L18	S90°00'00"E	13.00'
L19	N45°00'00"W	7.07'

"NOT VALID WITHOUT THE SIGNATURE
 THE ORIGINAL SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER"

SEE SHEET 1 OF 3 FOR LEGAL & SIGNATURE

SCALE: NOT TO SCALE
 DRAWN BY: KLW
 FILE #: 2020-0197L.TR

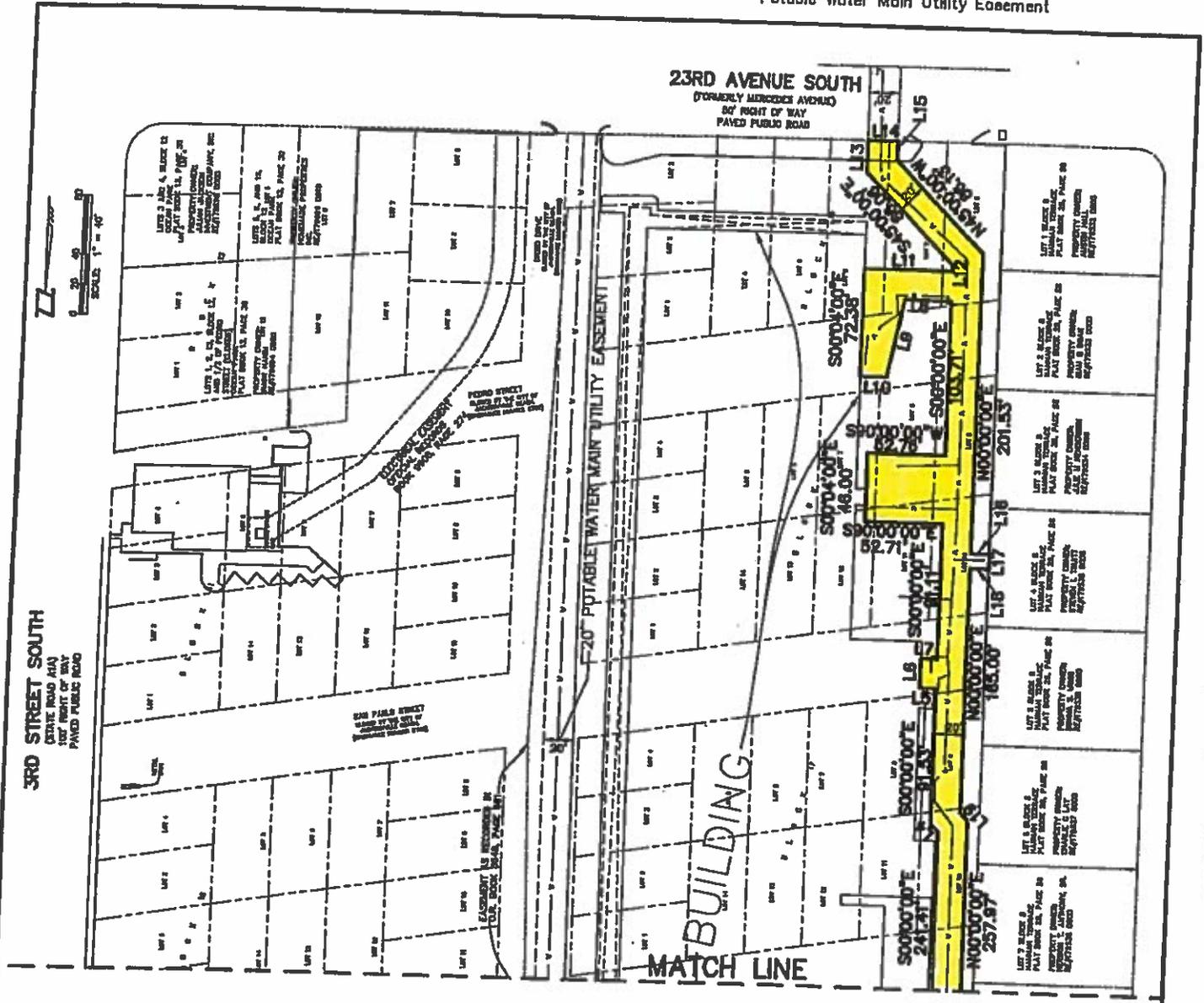
BOATWRIGHT LAND SURVEYORS, INC.
 1500 ROBERTS DRIVE
 JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: FEBRUARY 14, 2020
 SHEET 2 OF 3

Granted by: Equity One (Florida Portfolio) Inc.
 Property Address: 1822-2230 3rd Street South, Jacksonville Beach, FL
 Parcel #: 179872-0000

EXHIBIT "B"

Potable Water Main Utility Easement



"NOT VALID WITHOUT THE SIGNATURE OF THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

SEE SHEET 1 OF 3 FOR LEGAL & SIGNATURE
 SEE SHEET 2 OF 3 FOR LINE TABLE

SCALE: NOT TO SCALE
 DRAWN BY: KLW
 FILE #: 2020-0091LTR

BOATWRIGHT LAND SURVEYORS, INC.
 1500 ROBERTS DRIVE
 JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: FEBRUARY 14, 2020
 SHEET 3 OF 3



Proposed
Whole Foods





City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org

MEMORANDUM

TO: Mike Staffopoulos, City Manager

THRU: Dennis W. Barron, Jr., Director of Public Works

FROM: Kayle Moore, PW Project Engineer

SUBJECT: Approve a Change Order to the Design of Ocean Terrace Drainage Improvements project for the design of a new 8-foot wide concrete path on a portion of Jacksonville Drive

DATE: February 20, 2020

BACKGROUND

In April of 2019, the City, upon CRA authorization, contracted with Hanson Professional Services, Inc. to design drainage and stormwater improvements in the Ocean Terrace neighborhood to lessen nuisance flooding impacts and to redirect stormwater away from Lake Sanctuary. It is anticipated that the design and specifications will be complete and ready to bid by late April.

This project involves substantial drainage, roadway, curb and gutter and sidewalk improvements along Jacksonville Drive, west of South Beach Parkway. The City Manager and Planning Director feel that this provides the City and the Southend CRA with an opportunity to design and construct a more pedestrian-friendly 8-foot wide multiuse path, in lieu of a standard sidewalk, for this stretch of Jacksonville Drive. Jacksonville Drive serves as a major pedestrian and bike corridor for residents in the south end of town travelling to and from the beach and shopping.

Public Works requests additional CRA funding to have the engineering consultant modify and adapt the project design and documents to include an 8-foot wide concrete path along the south side of Jacksonville Drive from South Beach Parkway to Grand Blvd (the current project area). The consultant will also develop evaluate general impacts and requirements for extending the sidewalk west from Grande Boulevard to Sanctuary Drive, though actual design and construction of this portion would occur under during a future phase of the Ocean Terrace drainage/roadway improvements. The total cost for the additional design services is \$24,462.00.



Memorandum
8-foot Wide Concrete Path along Jacksonville Drive
February 20, 2020

Page 2

Because the contingency for the overall Ocean Terrace Drainage Improvements project has been largely exhausted due to the unanticipated need for additional survey work, and a modification to the weir at the stilling basin behind Pier 1 to create additional storage capacity for the proposed drainage improvements, a 15% contingency (\$3,670.00) is also requested to be added to the requested change order, bringing the total requested funding to \$28,132.00.

Funding for this Change Order was appropriated by the South Beach Redevelopment Agency utilizing Tax Increment Funds at its meeting on February 24, 2020.

REQUESTED ACTION

Approve/Disapprove Change Order No. 3 for the design of the 8-foot wide Multipurpose Path as described in the attached Scope of Services for Task Work Order # 2: Ocean Terrace Drainage Improvements Final Design Phase – Change Order No. 3: 8 Foot Path at a cost of \$28,132.00 (including 15% contingency).

Exhibit "A"
SCOPE OF SERVICES

City of Jacksonville Beach
Continuing Professional Engineering Services
Contract Agreement for City RFQ 07-1516

Task Work Order # 2:
Ocean Terrace Drainage Improvements
Final Design Phase
Change Order No. 3
8 Foot Path

I. DESCRIPTION

The City of Jacksonville Beach, hereinafter referred to as City, requires additional professional services for final design to provide an 8 foot wide concrete path on the southside of Jacksonville Drive from South Beach Parkway to Grande Boulevard.

Hanson Professional Services Inc., hereinafter referred to as Consultant, shall demonstrate good management practices while working on this project. These include communication with the City and others as necessary, documentation, and management of time and resources. The Consultant shall set up and maintain a contract file throughout the design of the project.

II. SCOPE OF CHANGE ORDER

- A. The intent of this change order is to furnish final design services for an 8 foot wide concrete path on the southside of Jacksonville Drive from South Beach Parkway to Grande Boulevard.
- B. Ocean Terrace Drainage Improvement Plans will be updated to include an 8-foot-wide concrete path on the south side of Jacksonville Drive within the existing City right-of-way between South Beach Parkway and Grande Boulevard.
- C. Design analysis, typical sections, plan sheets, cross sections, and detail sheets will be updated to reflect the 8 foot path.





City of
Jacksonville Beach
2508 South Beach
Parkway
Jacksonville Beach
FL 32250
Phone: 904.247.6236
Fax: 904.247.6143

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager
FROM: Bruce Mohler, Golf Course Facility Manager
THRU: Jason Phitides, Director Parks & Recreation
SUBJECT: Assignment and Assumption of Commercial Lease Agreement for the Golf Course Restaurant
DATE: February 18, 2020

BACKGROUND

Sand Trap is the current tenant at the golf course restaurant. The Lease term is three (3) years commenced on October 1, 2018 and terminating on September 30, 2021. The Lease provides two (2) consecutive renewable options of four (4) years each. The total Lease term including renewable options is eleven (11) years. Attachment B, Section 2 of the Lease allows an assignment of the Lease, at the City's consent, on condition the assignment is made to individuals with at least five (5) years restaurant-related experience.

Sand Trap would like to assign the Lease to Sneakers. Sneakers currently owns the popular, longstanding Sneakers Sports Grille in Jacksonville Beach, and plans to continue to successfully operate both restaurants. City staff are confident Sneakers' management and operations plan and vision of the golf course restaurant are complementary to the City's golf course and goals.

Section 3. (a) of the Lease is amended to remove the Tenant's requirement to pay a monthly rate of \$360.00 for the lease of two (2) golf carts from the City. The Tenant will obtain a new beverage cart lease from a third party golf cart vendor and shall be responsible for the cost and maintenance.

At the expiration of the Lease, upon mutual agreement, both parties may make amendments to the lease, subject to approval by the City Council. The assignment would be effective March 3, 2020, upon City Council approval.



MEMORANDUM
Assignment of Golf Course Restaurant Lease
February 18, 2020

Page 2

REQUESTED ACTION

Approve/Disapprove the Assignment and Assumption of Commercial Lease Agreement of the golf course restaurant lease from Tee to Green Partners d/b/a Sand Trap Bar and Grill to Penman Hospitality LLC d/b/a Sneakers on the Green, as described in the memorandum from the Golf Course Facility Manager dated February 18, 2020.

ASSIGNMENT AND ASSUMPTION OF COMMERCIAL LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF COMMERCIAL LEASE AGREEMENT (“Assignment”) is made and entered into effect as of March 3, 2020, (“Assignment Date”) by and between TEE TO GREEN PARTNERS, LLC d/b/a SAND TRAP BAR & GRILLE, a limited liability company (“Assignor”), PENMAN HOSPITALITY, LLC d/b/a SNEAKERS ON THE GREEN, a limited liability company, whose address is 111 Beach Blvd., Jacksonville Beach, FL 32250 (“Assignee”), and the CITY OF JACKSONVILLE BEACH, a municipal corporation organized and existing under the laws of the State of Florida (“City” or “Landlord”).

Recitals

- A. The City, and Assignor, as Tenant, entered into a certain Commercial Lease Agreement dated August 21, 2018, (“Lease”) identified in Attachment A attached hereto and made a part hereof, for the lease of the Restaurant Property located at the Jacksonville Beach Golf Course located at 605 South Penman Road, Jacksonville Beach, FL 32250 as described in the Lease.
- B. Assignor desires to assign to Assignee, and Assignee wishes to accept and assume, all the rights, title, interest and obligations of Assignor under the Lease.
- C. Landlord consents to this Assignment Agreement and provides written consent by signature below.

WHEREAS, the Landlord consents to assignment by Assignor to Assignee by affixing its authorized representatives’ signatures below and such affirmation shall be deemed to satisfy the written consent pursuant to Attachment B, Section 2 of the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by each to the other, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

1. Recitals. Assignor, Landlord, and Assignee agree that each are informed and believe that the recitals set forth hereinabove are true and correct, and are incorporated into this Agreement.
2. Assignment and Assumption. Effective as of the Assignment Date, Assignor hereby grants, transfers, assigns and delegates to Assignee all of its right, title, interest and obligations of Assignor under the Lease, and, subject to the terms and conditions herein and in the Lease, Assignee accepts such assignment, assumes the Lease, agrees to pay all rent and other charges accruing under the Lease from and after the date hereof and agrees to observe and perform directly to Landlord, all of the other covenants, agreements and obligations to be observed and/or performed by the tenant under the Lease to the extent accruing and applicable to the period from and after the Assignment Date, and Assignee agrees to be liable for the observance and performance thereof as fully as though Assignee was the original tenant or lessee under the Lease.
3. Representations and Warranties. Assignor and Landlord represents and warrants to Assignee that:

(a) Attachment A is a true, correct and complete copy of the Lease and there are no further modifications, amendments, supplements or understandings, oral or written, amending,

supplementing or changing the terms of the Lease *except as specifically disclosed or modified in this Agreement listed below under General Provisions*. Landlord, Assignor, and Assignee hereby ratify and affirm the terms and provisions of the Lease and further agree that the Lease, and that the terms and provisions of the Lease shall otherwise remain unchanged and remain in full force and effect.

(b) The Lease is in full force and effect, has been duly executed by Assignor and is a valid, legal and binding obligation of Assignor, enforceable in accordance with its terms.

(c) There exists no default, breach, failure of condition or event of default under the Lease, nor any event or condition which, with notice or the passage of time or both, would constitute a default, breach, failure of condition or event of default thereunder, and Assignor has, as of the date hereof, complied with all of the terms and conditions of the Lease.

(d) There exists no liability or obligation of Assignor or any other person which could be offset against or otherwise used to reduce the rental payments due thereunder.

(e) Assignor has not entered into any sublease, assignment or other agreement transferring any of its interest in the Lease except as provided herein.

(f) All base rent up to and including April, 2020, has been paid in full. As of March, 2020 Assignee will begin its responsibility to pay the base rent pursuant to the Lease terms.

4. Landlord's Consent to Assignment. Landlord consents to the assignment and assumption of the Lease to Assignee.

5. Release. The execution and delivery of this Agreement shall be deemed to release Assignor from any liability under the Lease arising from and after the date hereof.

6. Indemnity and Hold Harmless. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, costs, damages, expenses and liabilities arising under the Lease prior to the date hereof. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all claims, costs, damages, expenses and liabilities arising under the Lease from and after the date hereof.

7. General Provisions.

(a) Time is of the essence in the performance of the parties' respective obligations set forth in this Agreement.

(b) This Assignment constitutes the entire understanding between the parties hereto with respect to the subject matter contained herein, and there have been no oral agreements or promises which have not been set forth herein.

(c) Assignee's address for notices shall be as follows in accordance with the Lease: PENMAN HOSPITALITY, LLC d/b/a SNEAKERS ON THE GREEN 111 Beach Blvd., Jacksonville Beach, FL 32250.

(d) In the event of any conflict or inconsistency between the terms and provisions of the Lease and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

(e) This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

(f) If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement and to the extent any provision of this Agreement is not determined to be unenforceable, such provision, or portion thereof, shall be, and remain, in full force and effect.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any one of the parties to this Agreement bring any action against the other for the enforcement or interpretation of this Agreement, the losing party shall pay to the prevailing party the party's reasonable attorneys' fees and costs.

(h) This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the subject terms, and there are no warranties or representations of any kind or nature whatsoever, either expressed or implied, except as may be set forth herein. Any and all future modifications of the Lease will be effective only if they are in writing and signed by the Landlord and Assignee hereto.

(i) The parties agree to the following modifications and amendments to the Lease for which Assignee expressly agrees to be bound to and responsible for as they are intended to supersede or replace the corresponding provisions in the Lease:

Section 3. (a) is amended to remove the Tenant's requirement to pay a monthly rate of \$360.00 for the lease of two (2) golf carts from the City. This requirement is that Tenant will obtain a new beverage cart lease from a third party golf cart vendor and shall be responsible for the financial and maintenance responsibility of the golf carts. If Tenant purchases golf carts then the Tenant and the City may mutually negotiate and agree on a maintenance program provided by the City, at fair cost.

(j) This Assignment may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same original instrument. Execution and delivery of this Assignment by electronic means (including, without limitation, facsimile transmission and transmission of a version of the document in Adobe Acrobat format by e-mail) shall serve to fully bind the party so executing and delivering such counterpart of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Assignment Date.

ASSIGNOR:

TEE TO GREEN PARTNERS, LLC d/b/a SAND TRAP BAR & GRILLE

By: _____	Witnesses: Signature: _____
Print: _____	Printed Name: _____
Title: _____	Signature: _____
Date: _____	Printed Name: _____

ASSIGNEE:

PENMAN HOSPITALITY, LLC d/b/a SNEAKERS ON THE GREEN

By: _____	Witnesses: Signature: _____
Print: _____	Printed Name: _____
Title: _____	Signature: _____
Date: _____	Printed Name: _____

LANDLORD:

CITY OF JACKSONVILLE BEACH

Sign: _____
Print: _____
Mayor

Attest:

Sign: _____
Print: _____
City Clerk

Sign: _____
Print: _____
City Manager



COMMERCIAL LEASE AGREEMENT

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

www.jacksonvillebeach.org

This Lease is executed on this 21st day of August, 2018 A.D. by and between the CITY OF JACKSONVILLE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 11 North Third Street, Jacksonville Beach, Florida 32250 ("CITY"); and TEE TO GREEN PARTNERS dba SAND TRAP BAR & GRILLE, whose mailing address is PO Box 896, Ponte Vedra Beach, FL 32004 ("TENANT").

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

1. LEASED PROPERTY.

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

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

2. TERM.

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



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

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

3. RENT; RENT ADJUSTMENT.

(a) Subject to the adjustment, escalation, and other provisions of this Lease and Attachment B of this Lease, TENANT shall pay to CITY, in lawful money of the United States, a total rent, during the first year of this Lease, of \$ 23,320.00 based on the following payment schedule:

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

plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The monthly rent for the clubhouse restaurant in the initial year shall be \$2,500.00 plus any such taxes, fees, or assessments billed for that month. This rental rate is based on 1,853 square feet of building space at a beginning rate of \$16.19 per square foot per year. In addition, TENANT shall pay a monthly rate of \$360.00 for the lease of two (2) golf carts (at \$180.00 each per month). Total monthly rent in the initial year to include the clubhouse restaurant and two (2) golf carts shall be \$2,860.00. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing or \$50.00, whichever is greater.

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

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

(b) Failure by TENANT to timely pay any rent (property or golf cart), penalties or taxes due will be considered a material breach of the Lease and will be justification for the CITY to immediately terminate the Lease. If the CITY terminates the Lease, TENANT agrees to immediately vacate the Property upon receipt of such termination notice and request by the CITY to vacate.

(c) At the expiration of this Lease, ownership interest in all structures and improvements (fixtures) made by TENANT, shall vest to the CITY. These fixtures shall consist of equipment and accessories listed in Attachment "D" including any structures built and improvements made by TENANT upon the Leased Premises during the initial term, and during the option periods, if applicable.

4. STANDARD PROVISIONS.

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

5. SPECIAL PROVISIONS.

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

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

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

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

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

d) **CONCESSIONS:**

Concessions for which this lease is granted are as follows:

i. **Lounge and Restaurant:**

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

ii. **Beverage License:**

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

iii. **Vending Machines:**

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

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

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

g) **EQUIPMENT and FACILITIES:**

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

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

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

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

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

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

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

h) DESIGNATION OF MANAGER:

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

i) PERMITS AND LICENSES:

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

j) HEALTH, FIRE and SAFETY REGULATIONS:

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

k) DESTRUCTION OR DAMAGE TO PROPERTY:

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

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

l) DAYS AND HOURS OF OPERATION:

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

m) QUALITY OF GOODS AND SERVICES:

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

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

n) STAFF:

TENANT shall maintain an adequate and proper staff to operate the

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

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

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

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

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

o) MANAGEMENT:

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

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

p) CONFLICT OF INTEREST:

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

q) ANTI-DISCRIMINATION:

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

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

r) **GREASE:**

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

s) **ASSIGNMENT:**

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

6. INTEGRATION; AMENDMENTS.

- a) This written Lease Agreement and Attachments "A", "B", "C" and "D" contain the entire Agreement of the undertakings by and between the parties hereto relative to the leasing of the premises. No prior or present agreements, representations, statements, or promises, whether oral or written, made by any party or agent of any party hereto which is not contained herein shall be binding or valid.
- b) No provision of this written Lease or Attachments "A", "B", "C" and "D" may be amended, extended or modified except by written instrument executed by all parties to this Lease.

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

CITY OF JACKSONVILLE BEACH

ATTEST:

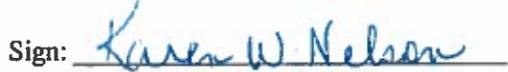
CITY:

Sign: 

Sign: 

Print: Laurie Scott
City Clerk

Print: William C. Latham
Mayor

Sign: 

Print: Karen W. Nelson
Deputy City Manager

STATE OF FLORIDA
COUNTY OF DUVAL

TEE TO GREEN PARTNERS dba SAND TRAP BAR & GRILLE

Sign: 

Sign: _____

Print: Steve Smith

Print: _____

Title: managing member

Title: _____

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF DUVAL

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

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large [SEAL]

My Commission Expires:



PROPERTY AND PROCUREMENT DIVISION

City of

Jacksonville Beach

1460A Shelter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.247.1639

www.jacksonvillebeach.org

ATTACHMENT B

STANDARD LEASE PROVISIONS FOR THE GOLF COURSE RESTAURANT



ATTACHMENT B

STANDARD LEASE PROVISIONS FOR GOLF COURSE RESTAURANT

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ATTACHMENT B

STANDARD LEASE PROVISIONS FOR GOLF COURSE RESTAURANT

1. **RENTAL ADJUSTMENT:**

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

2. **ASSIGNMENT:**

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

3. **ALTERATIONS:**

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

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

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

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

beyond the control of the CITY.

5. INDEMNIFICATION:

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

6. INSURANCE:

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

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

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

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

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

7. USE OF LEASED PREMISES; RESTRICTIONS ON USE:

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

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

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

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

8. CONSTRUCTION OF IMPROVEMENTS:

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

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

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

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

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

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

9. RESPONSIBILITY FOR AND MAINTENANCE OF LEASED PREMISES:

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

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

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

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

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

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

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

10. REMEDIES:

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

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

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

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

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

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

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

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

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

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

commence any action or proceeding for dissolution or liquidation;

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

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

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

11. TERMINATION:

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

12. HOLDOVER TENANCY:

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

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

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

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

13. ENVIRONMENTAL PROVISIONS:

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

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

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

CITY as a matter of law.

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

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

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

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

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

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

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

14. NOTICES:

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

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

15. REAL ESTATE COMMISSION:

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

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

16. ENTRY OF LANDLORD:

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

- (a) To inspect or protect the Leased Premises;
- (b) To determine whether TENANT is complying with the applicable laws, orders or regulations of any lawful authority having jurisdiction over the Leased Premises or any business conducted therein; or
- (c) To exhibit the Leased Premises to any prospective tenant when TENANT is in default of the Lease or has notified the CITY of intention to terminate the Lease or during the last six (6) months of the term of the Lease. No authorized entry by CITY shall constitute an eviction of TENANT or deprivation of TENANT's rights under the Lease; nor shall such entry alter CITY'S obligations hereunder or create any right in CITY averse to TENANT's interest hereunder.

17. CONSTRUCTION:

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

18. MISCELLANEOUS PROVISIONS:

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

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

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

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



ATTACHMENT C

City of

Jacksonville Beach

1460A Shelter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

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





ATTACHMENT C

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

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





ATTACHMENT D

City of

Jacksonville Beach

1460A Shelter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

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

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

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



City of

Jacksonville Beach

2508 South Beach

Parkway

Jacksonville Beach

FL 32250

Phone: 904.247.6236

Fax: 904.247.6143

www.jacksonvillebeach.org

MEMORANUM

TO: Michael J. Staffopoulos, City Manager
FROM: Bruce Mohler, Golf Course Facility Manager
THRU: Jason Phitides, Director Parks & Recreation
SUBJECT: Purchase a driving range ball dispenser
DATE: February 18, 2020

BACKGROUND

Currently, the golf course driving range averages about 4,800 balls per day, based on sales of approximately 120 bags per day. Each bag contains about forty (40) balls. We anticipate volume to increase to about 6,500 balls per day during peak spring and summer seasons.

Each day, balls are hand washed, bagged and transported to the pro shop where they are stocked for sale. Our cart staff spend approximately ten (10) hours daily to ensure we have adequate supply. Average labor cost is \$11.25 per hour or approximately \$40,500 annually, based on 3,600 labor hours. (This does not include shop attendant time to handle the sales transaction).

A driving range ball dispenser will eliminate most of the labor hours associated with cleaning, bagging, stocking and selling driving range balls. Also, the ball dispenser will enable the range to extend evening operating hours without incurring additional overhead.

A ball dispenser was not included in the FY 2020 budget as we projected the current driving range operation would be adequate.

Funding for the purchase can be provided through savings realized from capital improvement projects. The FY 2020 Capital Improvements Plan included \$30,000 irrigation improvements that were scheduled to be contractually bid.

Staff were able to replace several irrigation heads and electric valves using materials in current inventory, thereby saving contractor and material costs.

Range Servant America, Inc. provides a ball dispenser capable of meeting our daily demand. The cost is \$22,572 and includes one year warranty.



Memorandum
Purchase a driving range ball dispenser
February 18, 2020

Page 2

The ball dispenser should be located adjacent to the range and a shelter would need to be constructed to house the unit. Estimate cost to construct the shelter is approximately \$3,500.

REQUESTED ACTION

Approve/Disapprove the purchase of a ball dispenser for the driving range from Range Servant America, Inc., in the amount of \$22,572.00, as described in the memorandum from the Golf Course Facility Manager dated February 18, 2020.

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: Mike Staffopoulos, City Manager

FROM: Heather Ireland, Senior Planner

SUBJECT: Sevena Shores Townhomes, Replat of Lots 5 and 6, Block 45,
Atlantic Park – Final Plat Approval. (4th Avenue North)

DATE: February 21, 2020

BACKGROUND:

The applicant has applied to subdivide property that is currently being redeveloped into four fee-simple townhouses located on the southeast corner of 4th Avenue North and 5th Street North. The property owner was advised by staff that he would need to get the final subdivision plat approved by City Council and recorded with the Clerk of County Courts, prior to selling the individual units.

The subject property is located in a Residential, multiple-family: RM-1 zoning district. The townhouses are being constructed to the Residential, multiple-family: RM-1 zoning district standards. Each of the four new townhouse lots shown on the attached final plat exceeds the minimum lot size requirements for townhouses in the RM-1 zoning district. The project received Concept Plan for Plat approval from the Planning Commission in September of 2019, and received Development Plan approval under SP# 19-2.

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.

REQUESTED ACTION

Approve/Disapprove the attached Final Plat for Replat of Lots 5 and 6, Block 45, Atlantic Park, supporting a four-unit townhouse residential subdivision.



SEVENA SHORES

CITY OF JACKSONVILLE BEACH, FLORIDA

SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST

A REPLAT OF LOTS 5 AND 6, BLOCK 45, ATLANTIC PARK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 1 OF 1



VICINITY MAP

CAPTION

LOTS 5 AND 6, BLOCK 45, ATLANTIC PARK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT ATKINS BUILDERS, INC IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS SEVENA SHORES, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

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, 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, UNDER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, LANES, AND ELECTRIC EASEMENTS DEPICTED 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 ELECTRICAL DISTRIBUTION SYSTEM. THE AFORESAID SPECIFIC TEN FOOT (10') B.E.S. ELECTRIC EASEMENT IS SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- (1) NO UTILITIES OTHER THAN BEACHES ENERGY SERVICES SHALL BE INSTALLED PARALLEL WITHIN SAID ELECTRIC 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 ATKINS BUILDERS, INC. FOR THE REMOVAL AND REPLACEMENT OF SUCH ITEMS.

THE PRIVATE UTILITY EASEMENT SHOWN HEREON IS FOR SANITARY SEWER LINES AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE EXCLUSIVE PROPERTY OF THE OWNERS, THEIR SUCCESSOR AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY SAID EASEMENT TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS ASSOCIATION, OR OTHER THIRD PARTY THAT ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT.

CONSENT AND SUBORDINATION BY MORTGAGEE

SYNOVUS BANK AS HOLDER OF A CERTAIN MORTGAGE OF THE LANDS DESCRIBED IN THE CAPTION HEREON RECORDED IN OFFICIAL RECORDS BOOK 18897, PAGE 1755 HEREBY JOINS AND CONSENTS TO THE FOREGOING ADOPTION AND DEDICATION AND AGREES THAT MORTGAGE SHALL BE SUBORDINATED TO THE DEDICATIONS.

IN WITNESS WHEREOF, KEVIN TUCK, AS COMMERCIAL BANKER OF SYNOVUS BANK HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ A.D., 2020.

 PRINT NAME: _____ KEVIN TUCK
 COMMERCIAL BANKER
 SYNOVUS BANK

 WITNESS
 PRINT NAME: _____

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2020, KEVIN TUCK, AS COMMERCIAL BANKER, SYNOVUS BANK, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.

 NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINT NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

IN WITNESS WHEREOF, JOHN ATKINS, PRESIDENT OF ATKINS BUILDERS, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ A.D., 2020.

 BY: JOHN ATKINS
 PRESIDENT

 WITNESS
 PRINT NAME: _____

 WITNESS
 PRINT NAME: _____

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 2020, BY JOHN ATKINS, PRESIDENT OF ATKINS BUILDERS, INC., WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.

 NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINT NAME: _____

COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

CLERKS CERTIFICATE

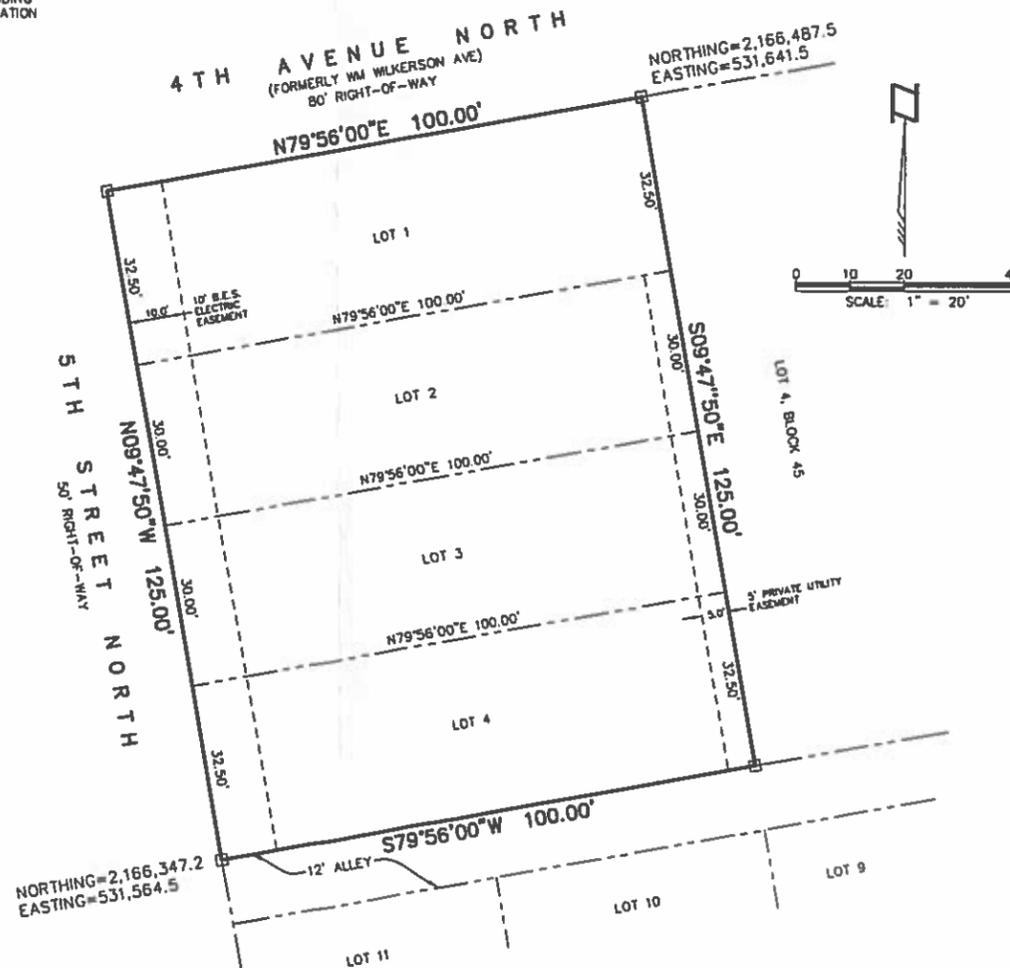
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED, AND THAT IT COMPLES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA, STATUTES, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK _____ PAGE _____ OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. SIGNED THIS _____ DAY OF _____ A.D., 2020.

 CLERK OF THE CIRCUIT COURT DEPUTY CLERK

CITY OF JACKSONVILLE BEACH APPROVAL

EXAMINED AND APPROVED BY THE CITY COUNCIL OF JACKSONVILLE BEACH, THIS _____ DAY OF _____ A.D., 2020.

 MAYOR CLERK



NOTES:

- 1. BEARINGS AND COORDINATES ARE BASED ON STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (NAD 83) AS SHOWN HEREON. ESTABLISHED USING GPS SPECTRA PRECISION EPOCH 50 L1/L2 AND TRIMBLE VRS SOFTWARE.
- 2. NOTICE: THIS PLAT, IN ITS GRAPHIC FORM, IS THE DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN 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.
- 3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND

- DENOTES PERMANENT REFERENCE MONUMENT, SET OR FOUND 4" x 4" CONCRETE MONUMENT, STAMPED LB 3672
- B.E.S. DENOTES BEACHES ENERGY SERVICE.

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS _____ DAY OF _____ A.D., 2020.

 KATHY L. WADE, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FL. LICENSE No. LS 6164

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION. THAT THE SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING. THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE BEACH, FLORIDA. SIGNED AND SEALED THIS _____ DAY OF _____ A.D., 2020.

 DONN W. BOATWRIGHT, P.S.M.
 PROFESSIONAL SURVEYOR and MAPPER
 STATE OF FLORIDA LICENSE No. LS 3295
 BOATWRIGHT LAND SURVEYORS, INC.
 LICENSED BUSINESS No. LB3672

PREPARED BY:
 BOATWRIGHT LAND SURVEYORS, INC.
 1500 ROBERTS DRIVE
 JACKSONVILLE BEACH, FLORIDA
 (904) 241-8550

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager
FROM: Chris Ambrosio, City Attorney
SUBJECT: Resolution No. 2052-2020 for City's hospital emergency room wayfinding signs
DATE: February 20, 2020

BACKGROUND

Baptist Health Medical Center Hospital at the Beaches ("Hospital") is the only licensed hospital, as defined by §395.002(12), Fla. Stat, in the City of Jacksonville Beach and East of the Intracoastal Waterway. The Hospital is the only medical facility that provides the Jacksonville Beach public with emergency room physicians, surgeons, medical assistants, radiologists, nurse staff, trauma units, fully equipped emergency rooms, patient treatment rooms, and radiological facilities in a licensed hospital on-premises emergency medical care center 24-hours a day, 7 days a week, 365 days a year. The Hospital is not located on or visible from a primary road, is situated several blocks from major roadways, and is inconspicuously located in a residential area. Citizens, residents, guests, tourists, ER physicians and medical staff have reported experiences concerning people that were in desperate need of emergency medical care for themselves or loved ones, and had difficulty locating the Hospital ER, and in some cases, did not find the Hospital at all. The accounts show that patients, family and friends drive erratically and frantically while trying to locate the Hospital ER as the patient suffers urgent, severe or life threatening conditions, some cases involved pregnant women. Doctors offered that the medical conditions become more unstable as they drive about trying to find the Hospital ER. This panic could lead to increased traffic accidents, speeding and dangers for the traveling public and pedestrians. This Resolution sets forth that the City Council finds it serves valid public purposes and substantial and significant government interests to help guide citizens, residents, guests and tourists of Jacksonville Beach, to the Hospital ER when emergency situations arise by placing wayfinding hospital emergency room signs in the City. This will create a safer, quicker and effective transit to emergency medical services, and improve pedestrian and traffic safety. This Resolution provides the Manager with Council direction and authorized discretion to install a reasonable number of Hospital emergency care services wayfinding signs in the City.

RECOMMENDATION

Adopt/Deny Resolution No. 2052-2020 directing and authorizing the City Manager to place standard hospital emergency services wayfinding signs on City property to help the public locate the only licensed hospital emergency medical care facility in the City of Jacksonville Beach, as defined by §395.002, Fla. Stat.

Introduced By: _____
Adopted: _____

RESOLUTION NO. 2052-2020

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, DIRECTING THE CITY MANAGER TO PLACE STANDARD HOSPITAL EMERGENCY SERVICES WAYFINDING SIGNS ON CITY PROPERTY TO HELP THE TRAVELING GENERAL PUBLIC LOCATE THE ONLY LICENSED HOSPITAL EMERGENCY MEDICAL CARE FACILITY LOCATED IN THE CITY, AS DEFINED BY SECTION 395.002, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE FINDINGS, COUNCIL AUTHORITY, PUBLIC PURPOSES, ADMINISTRATIVE ASSIGNMENT AND DELEGATION OF RESPONSIBILITIES, CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (“City”) has the authority to approve this Resolution pursuant to Article VIII, Section 2 of the Constitution of the State of Florida; Chapter 166, Florida Statutes; Part I Chapter I. Sections 1 and 2 of the City Charter; and Section 34-447.2 City Code of Ordinances; and

WHEREAS, government entities may erect all manner of signs to promote and protect public safety, as well as erect their own directional signs. *Reed v. Town of Gilbert*, 135 S.Ct. 2218, 2233-34 (2015); and

WHEREAS, Section 34-458(1) of the City Code of Ordinances in part defines a Wayfinding sign as a non-commercial government sign that shows route directions and distances for the aid of the traveling public and in order to encourage orderly traffic flow and prevent sudden stops from drivers who cannot easily find their destination; and

WHEREAS, Section 395.002(12), Florida Statutes, defines “Hospital” as any establishment that: (a) Offers services more intensive than those required for room, board, personal services, and general nursing care, and offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy; and (b) Regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent; and

WHEREAS, Section 395.002 (8), Florida Statutes, defines “Emergency medical condition” as: (a) A medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following: 1. Serious jeopardy to patient health,

including a pregnant woman or fetus. 2. Serious impairment to bodily functions. 3. Serious dysfunction of any bodily organ or part.

(b) With respect to a pregnant woman: 1. That there is inadequate time to effect safe transfer to another hospital prior to delivery; 2. That a transfer may pose a threat to the health and safety of the patient or fetus; or 3. That there is evidence of the onset and persistence of uterine contractions or rupture of the membranes; and

WHEREAS, Baptist Health Medical Center Beaches (“Hospital”) located in Jacksonville Beach is the only licensed hospital and full emergency care department provider east of the Intracoastal waterway; and

WHEREAS, the Hospital reports that in 2018 it provided over \$4 million in uncompensated medical care and charity community care, over \$5.4 million in unreimbursed Medicaid costs, over \$12 million in unreimbursed Medicare costs, and \$244,000 in community programs; and

WHEREAS, the Hospital reports it receives approximately 32,000 emergency room (ER) visits per year, 26,000 ER visits by private car, 10,000 geriatric ER visits, 2,100 pediatric ER visits, 85,000 outpatient visits, 11,000 hospital admission (6,400 being senior patients), and it annually provides healthcare services to approximately 2.2 million Jacksonville Beach area visitors; and

WHEREAS, the Hospital reports that eighty-one percent (81%) of the ER patients arrive by private vehicle; and

WHEREAS, the Hospital provides the Jacksonville Beach community and public with emergency room physicians, surgeons, medical assistants, radiologist, medical consultants, nursing staff, trauma units, fully equipped emergency rooms, patient treatment rooms, radiological and imaging facilities in a comprehensive hospital-based on-premises emergency medical care center 24-hours a day, 7 days a week, 365 days a year; and

WHEREAS, the Hospital is not located on a primary road, is not visible from a primary roadway, is situated many blocks away from major roadways, is not directly served by a main arterial or collector road, and is inconspicuously located in a low-density residential area; and

WHEREAS, residents and Hospital ER physicians, nurses, staff and volunteers have publicly stated to the City Council that they have had countless experiences concerning people that are in desperate need of emergency medical care for themselves or loved ones, and have had trouble locating the Hospital ER, and in some cases, did not find the Hospital at all; and

WHEREAS, reported events include patients, family and friends driving erratically, fearfully and frantically while trying to locate the Hospital ER as the patient suffers urgent, severe and life threatening medical conditions, some cases involved pregnant women, and the conditions become more unstable as they drive about trying to find the Hospital ER; and

WHEREAS, the City will see two large hotels open in the near future which will increase the number of non-residents who potentially will require emergency medical care, be unfamiliar with Jacksonville Beach, and unable to locate the Hospital ER; and

WHEREAS, appropriately placed hospital emergency room wayfinding signs in the City could help reduce these problems and provide guidance and wayfinding information to direct the private motorists to the Hospital ER in order to receive critical emergency medical care; and

WHEREAS, the signs should be suitably located and situated in a manner which provides information clearly and efficiently to help persons in the community locate the Hospital emergency care facility when faced with serious and life threatening medical conditions, but with a minimum of confusion and visual clutter to preserve the aesthetic qualities of the City; and

WHEREAS, municipalities may exercise broad governmental powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes not expressly prohibited by the constitution, general or special law, or county charter. Article VIII, § 2 Fla. Const., F.S. §166.021(4); and

WHEREAS, the City Council finds it serves substantial and significant government interests and public purposes to help citizens, residents, guests and tourists, locate the Hospital ER when emergency medical situations arise and create a safer, quicker and effective transit which will also help improve pedestrian and traffic safety for all; and

WHEREAS, the City Council finds that a reasonable number of hospital emergency care services signs with directional arrows placed in functional locations in the City will serve the health, safety and general welfare of the public.

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

SECTION 1. Recitals and Legislative Findings Adopted. The above recitals and legislative findings are adopted by the City of Jacksonville Beach City Council, and made a part of this Resolution. The City has taken all appropriate and required action necessary to the processing and majority vote approval of this Resolution.

SECTION 2. Council Authority. Municipalities may exercise broad governmental powers to enable them to conduct municipal governance, perform municipal functions and render

municipal services, and may exercise any power for municipal purposes not expressly prohibited by the constitution, general or special law, or county charter. Art. VIII, §2 Fla. Const., §166.021(4), Fla. Stat.

SECTION 3. Public Purposes. The City Council finds it is in the best interests of the City and it serves valid public purposes to place a reasonable number of wayfinding signs to assist the vehicular traveling public, citizens, residents, visitors, guests and tourists, to locate the hospital emergency room for the reasons set forth herein. The City Council's desires is to help people that are in need of emergency medical care to save time, travel safely, avoid confusion and arrive at the emergency room to promptly receive the critical emergent care that the Hospital can provide. The wayfinding signs are expected to help reduce erratic driving and distractions for people looking for emergency medical care in the community. An additional public purpose of the placement of these signs is increased traffic and pedestrian roadway safety throughout the community. The signs should help with safer traffic flow, reduce the number of speeding vehicles and accidents, and prevent sudden stops by anxious drivers who cannot find the Hospital ER.

SECTION 4. Administrative Assignment and Delegation of Responsibilities. The City Council hereby authorizes and directs the City Manager and staff to commence activities and steps to effectuate and implement the intentions and directions of this Resolution. The City Manager and/or designee is authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution, including to let contracts, execute and enter into agreements and take any other steps on behalf of the City to install the wayfinding signs described herein as set forth in the applicable sections of the Manual on Uniform Traffic Control Devices. The City Manager may delegate responsibilities and powers set forth herein to City employees as the Manager deems appropriate and necessary.

SECTION 5. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Resolution are repealed to the extent of conflict or inconsistency herewith.

SECTION 6. Severability. If any section, sentence, phrase, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this _____ day of _____, 2020.

William C. Latham, Mayor

Laurie Scott, City Clerk

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

www.jacksonvillebeach.org

MEMORANDUM

TO: Mike Staffopoulos, City Manager

FROM: Karen Nelson, Deputy City Manager

SUBJECT: Resolution Number 2053-2020, Amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions Effective March 2, 2020

DATE: February 26, 2020

BACKGROUND

Beaches Energy Services, along with all other municipal electric utilities in the United States, is regulated by the North American Electric Reliability Corporation (NERC) and Federal Energy Regulatory Commission (FERC). As of July 1, 2019, we are also governed under the Southeastern Electric Reliability Corporation (SERC) located in Charlotte, North Carolina. To ensure compliance with NERC, FERC and SERC standards, Beaches Energy must employ a full-time Regulatory Compliance Officer. These duties were previously performed by an Electrical Engineer, but reliability standards and requirements have increased and/or changed to the point where a position is required that is dedicated solely to regulatory compliance.

In addition, the Regulatory Compliance Officer will serve on committees and boards that require an increased amount of travel, both inside and outside the state. As such, we are requesting that this position be eligible for an automobile allowance in the amount equivalent to an Engineering Supervisor.

This amendment to the Pay Plan does not represent an increase in the total number of authorized positions. One budgeted, full-time Electrical Engineer (Pay Grade 327) will be converted to a Regulatory Compliance Officer (Pay Grade 330). The impact to the Beaches Energy Services annual operating budget is \$13,224.00.

RECOMMENDATION

Adopt/Deny Resolution Number 2053-2020, amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions, effective March 2, 2020, to add a Regulatory Compliance Officer.



Introduced by: _____

Adopted: _____

RESOLUTION NO. 2053-2020

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL AND ADMINISTRATIVE (NONUNION) POSITIONS, EFFECTIVE MARCH 2, 2020.

WHEREAS, the City Council has adopted a Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions, which establishes job classifications and salary ranges for each position that are competitive with similar positions in the labor market, and

WHEREAS, it periodically becomes necessary to update the Position Classification and Pay Plan to ensure positions are properly classified and compensated in accordance with skill levels, job duties, and supervisory responsibility.

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

SECTION 1. The City amends the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions attached hereto as *Attachment A*, to add a Regulatory Compliance Officer, effective March 2, 2020.

SECTION 2. The City Manager is hereby authorized to implement the amended pay plan and take any action necessary to carry out implementation not in conflict with any other laws or ordinances.

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

AUTHENTICATED this ___ day of _____, 2020.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

CITY OF JACKSONVILLE BEACH
POSITION CLASSIFICATION AND PAY PLAN



Managerial, Professional and Administrative (Nonunion)

Effective October 1, 2019

Amended 03/02/2020

INTRODUCTION

The Position Classification and Pay Plan for the City of Jacksonville Beach is divided into three major sections:

Section I: General Rules and Regulations provides for the rules which guide the administration of the Position Classification and Pay Plan.

Section II: Classification and Pay Grades provides for the assignment of a classification and pay grade to each position within the plan.

Section III: Pay Grade Schedule provides pay grades and pay ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

Job descriptions have been written for each classification in the plan. Although not part of this document, the job descriptions are incorporated by reference and are on file for review in the Human Resources Department.

The position classification plan brings together a number of nonunion management, professional and administrative positions under a single classification plan. The plan provides that all positions receive similar treatment with respect to matters of classification. The plan also provides for normal lines of promotion and career development ladders. The organization and arrangement of classes facilitates various aspects of personnel administration such as records processing, position control, recruitment, testing, training and budget control.

The pay plan consists of a system of pay ranges assigned to all classes of work. The pay plan is intended to:

- 1) Provide equal pay for equal work;
- 2) Provide a means of rewarding employees for continued good or outstanding service;
- 3) Provide a convenient method of adjusting the plan to meet changes in conditions which require change in pay levels; and,
- 4) Establish salary and wage rates which compare satisfactorily with those public and private employers in competitive market areas for each position, and thus to permit the City to attract and retain qualified employees.

SECTION I GENERAL RULES AND REGULATIONS

A. Administration of the Pay Plan

- 1) Primary responsibility for establishment and upkeep of the classification and pay plan is assigned to the City Manager, or designee.
- 2) All changes and improvements will be made through recommendations to the Human Resources Director, who will analyze and determine whether they should be considered.
- 3) The entire plan shall be reviewed on an annual basis by the City Manager or designee. Following the review, any proposed revisions will be submitted by the City Manager to the City Council for adoption.
- 4) The Pay Grade Schedule consists of a salary schedule showing salary ranges and midpoints.
- 5) An employee may receive a salary increase by means of merit salary advancement, promotion, reclassification, or a pay range adjustment, if there is an availability of funds.
- 6) The rate of pay of an employee within the pay grade will depend on merit. There are no provisions in the pay plan for automatic salary advancement as all merit increases are to be based upon work performance and other pertinent factors as evaluated by the employee's supervisor.
- 7) The performance evaluation system is to develop incentive among employees to improve their work performance.
- 8) The City Manager may approve special increases based on evaluation of performance and/or to address what the City determines to be pay inequities.

B. Appointments and Starting Rates

- 1) The minimum salary established for a position is considered the normal appointment rate for new employees.
- 2) Appointments below or above the minimum salary may be authorized by the City Manager in the following situations:
 - a) If the applicant's training, experience or other qualifications are substantially above those required for the position;
 - b) Exceptions as noted in the trainee category.
- 3) When an employee is promoted from a lower to a higher pay grade, the promotion shall always include a minimum of a five percent (5%) salary increase (this provision shall apply to promotions only and not to transfers).

Police Sergeants promoted to Commander shall be eligible for a 20% pay increase.

C. Merit Increases

- 1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic, but based upon an evaluation of performance of an individual.
- 2) An employee is eligible for a merit advancement of 2% to 3% over the current rate of pay on the anniversary date of employment in the position, as warranted by performance, provided there are funds available for the increase.

D. Probationary Increases

- 1) Employees hired or promoted between April 1, 2019 and September 30, 2019, whose probationary period ends between October 1, 2019 and March 30, 2020, are eligible for a merit salary advancement of up to 5% upon satisfactory completion of the probationary period in the position, as warranted by performance, provided that funds are available for the increase.
- 2) Employees hired or promoted on or after October 1, 2019 are not eligible for a pay increase upon completion of the probationary period.

E. Lead Worker Category

- 1) A Lead Worker position is defined as a work assignment where duties of a supervisory nature are assigned over a group of positions classified the same as that of the Lead Worker. The assignment is typical in laboring or trade occupations where the foreman or supervisor must visit several locations during the hours of a work day and work crews are left on the job without direct supervision.
- 2) The assignment of a Lead Worker should be made with care and be monitored periodically to assure that the employee is functioning in this capacity.
- 3) When assigned as Lead Worker the employee should receive up to a three percent (3%) increase above present pay while on the assignment. When the assignment is removed, the special pay provision will be removed. All Lead Worker assignments must be approved by the City Manager or designee prior to any compensation payment.

F. Training Category

- 1) In the event an applicant does not meet the minimum qualifications but is otherwise qualified for the position, the hiring authority may request the appointment as a trainee. This category is used to train people on the job who have a potential to do the work but lack some of the skills or experience needed.
- 2) In such cases the employee would be hired at a rate of 10 to 30 percent below the minimum salary until the minimum qualifications have been satisfied.
- 3) The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

G. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee is eligible for a lump sum award of 2% to 3% over the current rate of pay, based upon the performance evaluation, once the individual has achieved progression to the maximum pay in the assigned pay grade. EXCEL awards will be provided in one lump sum and will not be added to the employee's base pay. Appropriate tax exclusions will be made.
- 2) EXCEL increases may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase it is necessary to combine the merit increase with a lump sum EXCEL amount so that the employee's pay rate does not exceed the maximum rate for the pay grade.

H. Qualification Increases

- 1) To promote skill and professional development, and to provide opportunities for advancement, certain employees may be eligible for a qualification increase upon obtaining a professional license or certification. To qualify for such an increase, the license or certification must be directly related to the employee's current position and must be included in the job description as a preferred, but not required, qualification. Employees will not receive an increase upon obtaining a license or certification that is required as a condition of employment.
- 2) Upon obtaining the qualified license or certification, and provided that all education, training, and performance requirements of the job are met, employees will receive an increase of 3%.

I. Automobile Allowance

- 1) Employees who are required to drive their personal vehicle during the regular course of City business may be eligible to receive either an automobile allowance or mileage reimbursement, as determined by the City Manager, in accordance with the City's travel policy. Employees who are issued a City vehicle are not eligible to receive an automobile allowance.
- 2) Employees approved for an automobile allowance will receive payment bi-weekly, in 26 equal installments per year. Eligible positions and annual amounts are as follows:

ELIGIBLE POSITION	ANNUAL AMOUNT
Chief Financial Officer	\$4,800.00
Deputy City Manager	\$4,800.00
Director Of Beaches Energy	\$4,800.00
Director Of Human Resources	\$4,800.00
Director Of Parks & Recreation	\$4,800.00
Director Of Planning & Development	\$4,800.00
Director Of Public Works	\$4,800.00
Police Chief	\$4,800.00
City Clerk	\$3,600.00
City Engineer	\$3,600.00
Regulatory Compliance Officer	\$3,600.00
Electrical Engineer	\$3,600.00
Electrical Engineer (PE)	\$3,600.00
Electrical Engineering Project Supervisor	\$3,600.00
Electrical Engineering Supervisor	\$3,600.00
Public Works Project Engineer	\$3,600.00
Property and Procurement Officer	\$3,600.00

SECTION II

CLASSIFICATIONS AND PAY GRADES
By Classification

CLASSIFICATION	POSITION TITLE	GRADE
EXECUTIVE MANAGEMENT	* Chief Financial Officer	332
	* Deputy City Manager	335
	* Director Of Beaches Energy	335
	* Director Of Human Resources	329
	* Director Of Parks & Recreation	329
	* Director Of Planning & Development	329
	* Director Of Public Works	332
	* Police Chief	332
MANAGERIAL, PROFESSIONAL & ADMINISTRATIVE	* Accountant	319
	* Accounting Supervisor	323
	Administrative Assistant	312
	Assistant City Clerk	316
	* Assistant Customer Service Supervisor	318
	* Assistant CFO/Budget Officer	327
	Assistant to the City Manager	316
	Assistant to the Police Chief	316
	* Bus Relations/Conservation Coordinator	316
	* City Clerk	322
	* Communications Manager	322
	* Customer Service Supervisor	322
	Human Resources Generalist	317
	* Internal Auditor	322
	Legal Assistant	322
	Office Administrator	314
	Office Assistant	310
	* Payroll/Benefits Administrator	323
Payroll Specialist	314	
* Utilities Accountant	318	
INFORMATION SYSTEMS	* Associate Business Analyst	319
	* Business Analyst	323
	* Database Administrator	322
	* GIS Technical Architect	323
	* Information Systems Supervisor	327
	* Network Engineer	323
	* System Administrator	322
PLANNING & DEVELOPMENT	* Building Official	326
	* Planning Official	326
	* Senior Planner	322
PROPERTY & PROCUREMENT	Building Maintenance Supervisor	315
	Chief Storekeeper	312
	* Procurement Administrator	321
	Procurement Associate	316
	* Property and Procurement Officer	327

* Exempt from overtime under the Fair Labor Standards Act

SECTION II

CLASSIFICATIONS AND PAY GRADES
By Classification

CLASSIFICATION	POSITION TITLE	GRADE
ENERGY SERVICES	* Construction & Maintenance Supervisor	327
	* Electric Safety & Training Supervisor	322
	* Electrical Engineer	327
	* Electrical Engineer (PE)	328
	* Electrical Engineering Project Supervisor	330
	* Electrical Engineering Supervisor	330
	* Meter Services Supervisor	320
	* Regulatory Compliance Officer	330
	* Substation/Relay Supervisor	328
	* System Operations Supervisor	328
	* Utilities Superintendent	330
PUBLIC WORKS	* Distribution & Collection Superintendent	324
	* GIS Systems Analyst	321
	* Public Works City Engineer	329
	* Public Works Project Engineer	329
	* Streets Superintendent	324
	Utility Plant Maintenance Supervisor	320
	* Utility Plant Superintendent	324
PARKS & RECREATION	* Assistant Golf Course Superintendent	318
	Assistant Golf Professional	314
	Events Coordinator	314
	Golf Cart/Range Attendant	302
	* Golf Course Facility Manager	322
	* Golf Course Superintendent	322
	Golf Shop Attendant	308
	Golf Starter	302
	* Park Maintenance Superintendent	322
	Recreation Leader	310
	Recreation Program Assistant	308
	* Recreation Superintendent	320
	Recreation Supervisor	316
	Tennis Court Attendant	302
	* Tennis Facility Manager	311
PUBLIC SAFETY	* Fire Marshal	324
	Deputy Fire Marshal	321
	Police Accreditation Manager	315
	* Police Commander	327
	Police Records Supervisor	315
	Police Volunteer Coordinator	308
	Public Safety Communications Supervisor	319
	Beach Patrol Guard	601
	Beach Patrol Lieutenant	602
	Assistant Ocean Rescue Supervisor	603
	Ocean Rescue Supervisor	604
	School Crossing Guard	901

*Exempt from overtime under the Fair Labor Standards Act

**SECTION III
PAY GRADE SCHEDULE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
302	\$9.74 \$20,259.20	\$12.76 \$26,540.80	\$15.78 \$32,822.40
303	\$10.23 \$21,278.40	\$13.40 \$27,872.00	\$16.57 \$34,465.60
304	\$10.74 \$22,339.20	\$14.07 \$29,265.60	\$17.40 \$36,192.00
305	\$11.28 \$23,462.40	\$14.77 \$30,721.60	\$18.27 \$38,001.60
306	\$11.84 \$24,627.20	\$15.51 \$32,260.80	\$19.18 \$39,894.40
307	\$12.43 \$25,854.40	\$16.29 \$33,883.20	\$20.14 \$41,891.20
308	\$13.06 \$27,164.80	\$17.10 \$35,568.00	\$21.15 \$43,992.00
309	\$13.71 \$28,516.80	\$17.96 \$37,356.80	\$22.21 \$46,196.80
310	\$14.39 \$29,931.20	\$18.86 \$39,228.80	\$23.32 \$48,505.60
311	\$15.11 \$31,428.80	\$19.80 \$41,184.00	\$24.49 \$50,939.20
312	\$15.87 \$33,009.60	\$20.79 \$43,243.20	\$25.71 \$53,476.80
313	\$16.66 \$34,652.80	\$21.83 \$45,406.40	\$26.99 \$56,139.20
314	\$17.50 \$36,400.00	\$22.92 \$47,673.60	\$28.34 \$58,947.20
315	\$18.37 \$38,209.60	\$24.07 \$50,065.60	\$29.76 \$61,900.80
316	\$19.29 \$40,123.20	\$25.27 \$52,561.60	\$31.25 \$65,000.00
317	\$20.25 \$42,120.00	\$26.53 \$55,182.40	\$32.81 \$68,244.80
318	\$21.27 \$44,241.60	\$27.86 \$57,948.80	\$34.45 \$71,656.00

**SECTION III
PAY GRADE SCHEDULE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
319	\$22.33 \$46,446.40	\$29.25 \$60,840.00	\$36.18 \$75,254.40
320	\$23.45 \$48,776.00	\$30.72 \$63,897.60	\$37.98 \$78,998.40
321	\$24.62 \$51,209.60	\$32.25 \$67,080.00	\$39.88 \$82,950.40
322	\$25.85 \$53,768.00	\$33.86 \$70,428.80	\$41.88 \$87,110.40
323	\$27.14 \$56,451.20	\$35.56 \$73,964.80	\$43.97 \$91,457.60
324	\$28.50 \$59,280.00	\$37.34 \$77,667.20	\$46.17 \$96,033.60
325	\$29.93 \$62,254.40	\$39.20 \$81,536.00	\$48.48 \$100,838.40
326	\$31.42 \$65,353.60	\$41.16 \$85,612.80	\$50.90 \$105,872.00
327	\$32.99 \$68,619.20	\$43.22 \$89,897.60	\$53.45 \$111,176.00
328	\$34.64 \$72,051.20	\$45.38 \$94,390.40	\$56.12 \$116,729.60
329	\$36.37 \$75,649.60	\$47.65 \$99,112.00	\$58.93 \$122,574.40
330	\$38.19 \$79,435.20	\$50.03 \$104,062.40	\$61.87 \$128,689.60
331	\$40.10 \$83,408.00	\$52.53 \$109,262.40	\$64.97 \$135,137.60
332	\$42.11 \$87,588.80	\$55.16 \$114,732.80	\$68.21 \$141,876.80
333	\$44.21 \$91,956.80	\$57.92 \$120,473.60	\$71.63 \$148,990.40
334	\$46.42 \$96,553.60	\$60.82 \$126,505.60	\$75.21 \$156,436.80
335	\$48.75 \$101,400.00	\$63.86 \$132,828.80	\$78.97 \$164,257.60

**SECTION III
PAY GRADE SCHEDULE**

OCEAN RESCUE – PART TIME			HOURLY
601	Beach Patrol Guard	Year 1	\$12.00
601	Beach Patrol Guard	Year 2	\$12.36
601	Beach Patrol Guard	Year 3	\$12.73
601	Beach Patrol Guard	Year 4	\$13.11
601	Beach Patrol Guard	Year 5	\$13.51
601	Rescue Swimmer*		\$14.18
602	Lieutenant		\$16.30

a. Increase in years 2-5 requires a minimum of 300 hours worked in the previous year.

b. Beach Patrol Guards/Rescue Swimmers who work a minimum of 300 hours between May and September, and are in good standing, are eligible for a lump sum payment of \$500.

**Requires Emergency Medical Technician Certification.*

OCEAN RESCUE – FULL TIME		MINIMUM	MIDPOINT	MAXIMUM
602	Lieutenant	\$16.30	\$19.88	\$23.45
		\$33,904.00	\$41,340.00	\$48,776.00
603	Assistant Ocean Rescue Supervisor	\$16.79	\$20.47	\$24.15
		\$34,923.20	\$42,577.60	\$50,232.00
604	Ocean Rescue Supervisor	\$17.63	\$21.50	\$25.36
		\$36,670.40	\$44,709.60	\$52,748.80

901 – SCHOOL CROSSING GUARDS	
Year 1	\$10.05
Year 2	\$10.35
Year 3	\$10.66
Year 4	\$10.98
Year 5	\$11.31
Year 6	\$11.65

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MEMORANDUM

TO: Mike Staffopoulos, City Manager

FROM: Bill Mann, Planning and Development Director

SUBJECT: Ordinance No. 2020-8134, amending Chapter 34 - Land Development Code Article VIII, Division 2, Section 34-406-Fences to add a maximum height restriction for fences on Residential zoned properties fronting State Road A-1-A.

DATE: February 20, 2020

BACKGROUND

This amendment is being proposed by the City Council for consideration at the request of a homeowner who lives at 3477 South 3rd Street. The homeowner installed a six-foot tall wooden fence in the front yard area of the subject property, without obtaining a fence permit, which also extended into the Florida Department of Transportation (FDOT) right-of-way in front of the property. The fence was installed behind an existing tall ligustrum hedge planted by a previous owner of the property also in the FDOT right-of-way. Code Enforcement cited the property in July 2018 for installing a fence without a permit (Code Enforcement Case #18-219).

The existing six-foot tall fence cannot be permitted by the Planning and Development Department under current zoning regulations due to its location in the required front yard setback of the property, and also due to parts of it existing off of the homeowner's private property, in the State Road A-1-A right-of-way. The placing of any structure, including a fence, within the State Road A-1-A (3rd Street) right-of-way would require approval from the FDOT. Conversely, if the fence were to be relocated into the front yard of the subject property, along the front property line, it could only be permitted to a maximum height of four feet.

There are several reasons why front yard fences are restricted to four feet in height. The primary reason is to allow for passive drive-by surveillance of buildings on developed properties by law enforcement and code enforcement. Another reason is to aid in address location by emergency responders. Finally, the regulation of front yard fences at any specific height is to promote a general consistency in appearance from property to property that front on any given street or avenue.



Memorandum
Ordinance No. 2020-8134
February 20, 2020

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Given that the residentially zoned properties fronting on 3rd Street are almost totally developed, an amendment to allow higher front yard fences for properties with front yards facing 3rd Street would benefit only a few properties. The homeowner has presumably modified the existing fence to comply with the Code Enforcement order, and the existing ligustrum hedge remains in the front of the property.

This is only the third request for additional fence height in a front yard setback area for a property fronting on 3rd Street in over 20 years. The other two requestors, one of which was from the inquirer's immediate neighbor to the south, were cited for illegal fence installation in the general timeframe in 2018 that the owner of 3477 South 3rd Street was cited. Both of those property owners have since modified their fences to bring them into compliance with the current four-foot maximum height for fences in front yards.

Finally, given that the property at 3477 South 3rd Street is 54 feet wide across the front property line of the lot, that the existing driveway from the house out to 3rd Street is approximately 17 feet wide at the front property line, and that the driveway is required to have a 10-foot sight visibility triangle on either side of it with nothing allowed within the triangles above 2.5 feet in height, if a six-foot tall fence were to be permitted across the front property line, there would still be required to be a 37-foot wide open gap in the fence to accommodate the driveway and its two sight triangles. That would leave a total of only 17 feet of front property line that could contain the desired six-foot tall fence.

The Planning Commission conducted their required public hearing and discussed the proposed amendments at their January 27, 2020 meeting. The Planning Commission voted unanimously to recommend denial of the proposed amendments by the City Council.

The City Council subsequently considered Ordinance No. 2020-8134 at its first reading and public hearing on February 17, 2020. At that meeting it was voted to carry over to the March 2, 2020 City Council meeting to allow staff time to obtain the fence regulations for adjacent communities.

Memorandum
Ordinance No. 2020-8134
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Attached are the fence regulations for Neptune Beach, St. Johns County, and Atlantic Beach, all of which have properties fronting on State Road A-1-A. The relevant height restrictions are highlighted on each city's regulations.

In summary:

- St. Johns County allows six-foot height front yard fences on certain properties fronting on A-1-A.
- Neptune Beach allows a maximum four-foot front yard fence height, consistent with Jacksonville Beach.
- Atlantic Beach allows four-foot height front yard fences generally, and five-foot front yard fences if they have maximum two-inch wide vertical pickets and they are spaced at least four inches apart.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8134, amending Chapter 34 - Land Development Code Article VIII, Division 2, Section 34-406-Fences to add a maximum height restriction for fences on Residential zoned properties fronting State Road A-1-A.

Sec. 27-330. - Fences, walls and hedges.

- (a) Fences, walls or hedges may be located in all front, side and rear yard setback areas, subject to the following conditions:
- (1) *Height of fences, walls or hedges.* Fences, walls or hedges shall not exceed four (4) feet in height when placed in the front yard, six (6) feet in height when placed in the side yard, and six (6) feet in height when placed in the rear yard. In the event that a rear yard of a residentially zoned property abuts commercially zoned property, an eight-foot fence for only the rear yard may be constructed with the approval of the city manager. If a building is situated on the lot closer to the front setback line than the currently required setback, the fence shall not exceed four (4) feet in height forward of the front building line (refer to Figure 27-330-1 at the end of article V).
 - (2) Any fence located adjacent to a public right-of-way or private road shall be placed with the finished side facing that right-of-way. In residential zoning districts, fences, walls or hedges shall not exceed six (6) feet in height when placed in exterior side yards abutting a principal arterial (third street). Such fences or walls are encouraged to meet higher quality construction standards in order to provide genuine sound attenuation. Such fences or walls shall be erected at least three (3) feet inward from the property line and shall be landscaped on the exterior (highway) side by the property owner using evergreen or other perennial plants.
 - (3) Fences designed to have airflow, such as shadow box or lattice style fences are to be encouraged to allow for the free flow of breezes. Picket, shadow box and other decorative style fences in keeping with the character and context of the neighborhood are encouraged; chain-link fences are generally discouraged.
 - (4) No fence, wall or hedge shall be located in the clear visibility triangle on corner lots or in such a way to block the line of sight for motorized vehicles leaving driveways.
 - (5) No fence, wall or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.
 - (6) Fence posts shall be resistant to decay, corrosion and termite infestation. The posts must also be pressure-treated for strength and endurance.
 - (7) Fences installed on the ocean side of ocean front lots shall not exceed four (4) feet in height within the required front setback.
 - (8) All replacement fences must meet current zoning requirements.
 - (9) The use of barbed-wire and razor wire is prohibited by section 8-4 in all zoning districts.
 - (10) All fences shall be maintained in a good state of repair and structurally sound condition, including but not limited to, painting and repainting; replacement of missing, decayed, corroded, or damaged component parts, and keeping level. Failure to maintain and

repair fences may result in the fence being declared a nuisance and abated in accordance with the provisions of chapter 28 of this Code.

- (b) *Point of reference for measurement.* The point of reference for determining the height of a fence, wall or hedge shall be the natural lay of the land along the fence, wall or hedge.
- (c) A fence required for safety and protection of hazard by a public agency may not be subject to the height limitations above. Approval to exceed minimum height standards may be given by the city upon receipt of satisfactory evidence of the need to exceed height standards for safety/security.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2004-15, § 1, 9-20-04; Ord. No. 2005-10, § 1, 5-2-05; Ord. No. 2014-02, § 1, 3-3-14; Ord. No. 2016-10, § 1, 8-1-16)

Sec. 24-157. - Fences, walls and similar structures.

(a) *Permit required.* Issuance of a permit is required for any new or replacement fence or wall, and all new or replacement fences and walls shall comply with the following provisions. Nonconforming fences shall not be replaced with nonconforming fences. The term fence and wall may be used interchangeably within this chapter, and shall mean as specifically defined within section 24-17. Fences must be constructed out of materials that are customarily used for fences.

(b) *Height and location.*

(1) Within required front yards, the maximum height of any fence shall be four (4) feet, except that open ornamental aluminum, iron or vinyl or wood fences, similar to the below examples, with vertical rails no more than two (2) inches in width and spacing of at least four (4) inches may be constructed to a maximum height of five (5) feet except in cases as described in following subsection ii. Within required side or rear yards, the maximum height of any fence shall be six (6) feet.



- (2) The height of fences shall be measured from the established grade at the fence location to the horizontal top rail of the fence. The use of dirt, sand, rocks, timbers, or similar materials to elevate the height of a fence on a mound or above the established grade is prohibited.
- (3) The maximum height of retaining walls on any Lot is four (4) feet. A minimum of forty (40) feet shall separate retaining walls designed to add cumulative height or increase site elevation. Signed and sealed construction and engineering plans for retaining walls over thirty-six (36) inches in height shall be required.
- (4) For nonoceanfront lots with uneven topography along a side lot line, the minimum necessary rake of the fence, which is the ability for a fence to adjust to a slope, shall be allowed for the purpose of maintaining a consistent horizontal line along the side of the lot, provided that the height closest to the front of the lot does not exceed six (6) feet.
- (c) *Corner lots.* Fences, walls, similar structures and landscaping on corner lots may create obstacles to clear vehicular, bicycle and pedestrian sight visibility resulting in a public safety hazard. Notwithstanding the following provisions, clear sight visibility for fences, walls, landscaping or any structure proposed along the street side of any corner lot shall be verified by the designated public safety official prior to issuance of the permit required to construct, place or replace any such feature. Sight triangles as defined within section 24-17 shall remain free of visual obstruction.
- (1) For corner lots located on rights-of-way that are fifty (50) feet or less in width, no fence, wall or landscaping exceeding four (4) feet in height, shall be allowed within ten (10) feet of any lot line which abuts a street.
- (2) For corner lots located on rights-of-way that are wider than fifty (50) feet, fences may be constructed within the side yard adjacent to the street at a maximum height of six (6) feet provided that the fence is on the private property and shall not be located closer than fifteen (15) feet from the edge of the street pavement or closer than five (5) feet to any sidewalk or bike path.
- (3) Similarly, hedges and landscaping on corner lots shall be maintained at a height that does not interfere with clear vehicular, pedestrian or bicycle sight visibility or use of the public sidewalk or bike path.

**PONTE VEDRA ZONING DISTRICT
REGULATIONS**

ORDINANCE NUMBER 2018-15

Adopted March 20, 2018

Effective March 23, 2018

N. Fences and Walls.

1. In all Districts, unless otherwise provided, Fences or Walls, outside Building Restriction Lines shall have a maximum height of four (4) feet with posts/columns, gates, lights, etc. up to six (6) feet in height except:

- a. On rear and front Lot lines which coincide with the right-of-way line of State Road A1A, except for those properties described in paragraph d below, the maximum height may be six (6) feet with posts/columns, gates, lights, etc. up to eight (8) feet;
- b. In the R-1-C and R-1-D Zoning Districts, the maximum height may be six (6) feet in the Rear and Side Yard;
- c. For property adjacent to a borrow pit, the maximum height may be six (6) feet;
- d. In the R-1-A and R-1-B Zoning District south of the Sawgrass Planned Unit Development boundary line, along County Road 203 and State Road A1A, the maximum height may be six (6) feet and the maximum height of any posts/columns, gates, lights, etc. may be eight (8) feet. For the purposes of this regulation, south of the Sawgrass Planned Unit Development is defined as those areas south of the intersection of Sawgrass Drive East and Ponte Vedra Boulevard.
- e. In the R-2 and R-3 Zoning Districts, Fences may be placed only in the Rear and Side Yard with a maximum height of six (6) feet and a maximum height of any posts/columns, gates, lights, etc. of eight (8) feet.
- f. In the R-2 and R-3 Zoning Districts, eight (8) foot fence shall be required around on site dumpsters.
- g. In the R-5 Zoning District, for reasons of public safety, a continuous fence of eight (8) feet in height shall separate the equipment and machinery within from access by the general public. All access gates through the fence shall be eight (8) feet in height and shall be secured in such a manner that prohibits unauthorized entrance by the general public. For those services categorized in SIC numbers 4911 and 4931 (electric services and electric and other services combined), said fences and gates above shall be composed of six (6) feet of chain-link fence topped by two (2) feet of barbed wire or razor wire fence. This regulation shall not be interpreted as to require a fence around the entire perimeter of the property within the R-5 Zoning District, but instead to separate the potentially hazardous areas of Uses within from access by the general public.
- h. The height shall be measured from the Established Grade on the exterior side of the Fence or Wall. They are permitted anywhere on the Lot except as prohibited on Corner Lots, Subsection G.
- i. No fence or wall that impedes the drainage flow may be located in a drainage easement.

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

ORDINANCE NO. 2020-8134

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE VIII, DIVISION 2, SECTION 34-406 FENCES, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADD A MAXIMUM HEIGHT RESTRICTION FOR FENCES ON RESIDENTIAL ZONED PROPERTIES FRONTING STATE ROAD A1A; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 & 166, Florida Statutes; and

WHEREAS, the Jacksonville Beach Planning Commission, after notice and public hearing, has considered the ordinance, the staff report, and relevant supporting materials and presentations, and has presented its recommendation to the City Council concerning this proposed fence height restriction amendment; and

WHEREAS, the City has a significant government interest to preserve the unique character and appearance of neighborhoods in the City, allowing for fences on residential properties to provide privacy and serve as sound barriers from traffic noise, but to also reasonably limit the height of fences that front roads to reduce visual obstructions that may cause traffic hazards, and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes and is in the best interests of the public health, safety, and welfare of the citizens of the City of Jacksonville Beach.

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

SECTION 1. RECITALS. The above recitals are ratified and confirmed as being true and correct and are made a part of this Ordinance.

SECTION 2. AMENDMENT TO THE CITY LDC.¹ That Article VIII. - Site Development Standards, Division 2. – Supplemental Standards, Section 34-406. – Fences., (b) *Height restrictions*, of the Land Development Code of the City of Jacksonville Beach, Florida, is hereby amended as follows:

Sec. 34-406. –Fences

¹ (~~strikethrough~~ text indicates deletions, underline text indicates additions).

(b) *Height restrictions.*

- (1) Except as provided for in this division or as modified by the other provisions of the LDC, all fences in and around the front yard of any lot shall not exceed four (4) feet. A fence in the rear yard of any oceanfront lot in an RS-1 zoning district shall not exceed three and one-half (3½) feet in height.
- (2) Notwithstanding Subparagraph (b)(1), for any residentially zoned property fronting on the State Road A-1-A right of way, the maximum height for all fences in and around the front yard of such lot shall be six (6) feet.
- (23) An eight-foot, nonopaque chain link fence may be erected along the property line of any recreational facility owned or leased by a school, church, or unit of government.
- (34) Chain link fences for public or private tennis courts shall not be required to comply with height regulations. Windscreens may be installed provided that visibility at intersections of public rights-of-way is not impaired. Fences for private tennis courts shall be constructed within the required setbacks for accessory uses in the particular zoning district in which the fence is located.
- (45) A fence located in a side or rear yard, except rear yards of oceanfront lots in the RS-1 zoning district, may be constructed at a height not to exceed eight (8) feet provided that the following requirements are met:
 - a. All fences installed pursuant to this subsection shall be constructed of wood, masonry, or other aesthetically pleasing material. In no case shall fences constructed of chain link wire fabric be permitted to exceed six (6) feet in height.
 - b. Any portion of said fence in excess of six (6) feet in height shall be constructed in a manner which provides openings to allow the free flow of air through that portion of the fence. The openings shall be evenly distributed with the pertinent portion of the fence and shall equal not less than twenty-five (25) percent of the aggregate surface area of the portion of the fence which exceeds six (6) feet in height.

SECTION 3. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 5. CODIFICATION. The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS ___ DAY OF _____, A.D., 2020.

William C. Latham, Mayor

Laurie Scott, City Clerk

City of
Jacksonville Beach
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11 North Third Street
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FL 32250
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MEMORANDUM

TO: Mike Staffopoulos, City Manager

FROM: Bill Mann, Planning and Development Director

SUBJECT: Ordinance No. 2020-8133, AS AMENDED, amending the text of Chapter 34. Land Development Code, Article II, Article IV, Article V, Article VI, Article VII, Article VIII, and Article IX.

DATE: February 20, 2020

BACKGROUND

Periodically, the text of the Land Development Code must be reviewed and amended to address needed updates and improvements. In 2001, the Land Development Code was amended in this same manner via Ordinance No. 2001-7810.

In the time since 2001, staff has again developed a list of primarily custodial amendments for consideration. These amendments are proposed to text found in Articles II, IV, V, VI, VII, VIII, and IX of Chapter 34 of the City of Jacksonville Beach Code of Ordinances. Changes are provided in underline addition/~~strike-thru~~ deletion format in the attached ordinance. The proposed amendments are summarized below:

- **Typographical errors** are being corrected in Sections 34-177, 34-179, 34-346(d)(3), and 34-503(4) and (5). (Various Articles)

Article II

- **Section 34-21(e)(1)** – Clarification that appeals of interpretations by the Planning and Development Director may be submitted by an applicant with standing, and that appeals are made to the "Circuit Court of Duval County" versus the "Board of Adjustment," thereby taking an unreasonable burden off of that lay board.

Article IV

- **Section 34-41** – Definitions are being amended or added for the following terms:
 - Artwork – remove size limitations for murals.



- Carport – make consistent with Florida Building Code. (...enclosed on at least two sides, versus current three sides.)
- Driveway – new definition for clarification.
- Lot of record – new definition for clarification.
- Shopping Center – change from “two” to “three” separate stores.
- Walkway – new definition for clarification.

Article V

- **Section 34-93(b)** – Change the appointment term for alternates on the Board of Adjustment from “two” years to “four” years, consistent with other boards, and with terms for members.

Article VI

- **Section 34-155(c)(2)b.** – Change “recommendation” to “report”.
- **Section 34-203** – Change Section to reflect that only the Planning Director, Planning Commission, and City Council can initiate changes or amendments to the text of the LDC. (City Mgr request)
- **Section 34-207** – Change “recommendation” to “report”, and adjust the time in which a staff report is to be provided to an applicant. Add that a staff report may contain suggestions for conditions of approval as applicable.
- **Section 34-211(b)** – Change to clarify that the City Council hears the Planning Director’s report, and the Planning Commission’s recommendation on zoning amendment applications.
- **Section 34-222** – Change “recommendation” to “report”.
- **Section 34-283** – Add that a variance may not be requested for relief from maximum building height, residential density, or minimum lot area requirements. (Re-stating current regulations in an appropriate location.)

Article VII

- **Sections 34-336, 34-337, 34-338, 34-339, and 34-340** – Move “Essential public services,” as currently defined in the LDC, from the list of conditional uses to the list of permitted uses in all residential zoning districts. (former City Mgr request, supported by new City Mgr)
- **Sections 34-339, 34-340** - Add single-family dwellings, constructed per RS-3 standards, to the list of permitted uses in RM-1 and RM-2 multi-family zoning districts.

Section 34-345(b)(19) – Technical correction for multi-family dwelling developments in *Central Business District: CBD* zoning, correctly referencing the CBD's Site Design and Lot Layout Standards as being applicable to multifamily development in the CBD, in addition to the maximum 40 units per acre density standard.

Article VIII

- **Section 34-373(a)(5) and (a)(6)** – Add a dimensional standard for wheel strips when used for required parking spaces or access to required parking spaces, and add a standard for bicycle parking areas in off-street parking lots containing 10 or more spaces.
- **Section 34-373(f)** – Add language to clarify that vehicular access to required parking must also be paved.
- **Section 34-392(a)(1)** – Add a standard that air conditioning compressors can only be located in side yards that are at least seven and a half feet wide, for safety and access reasons.
- **Section 34-392(4)(a)4.** – Change reference to the "Standard Swimming Pool Code" to the "Florida Building Code".
- **Section 34-395** – Change "street lines" to "right-of-way lines" to clarify the definition of corner sight visibility triangles.
- **Section 34-399(e)(5)** – Add "internet websites" and "social media" to the list of prohibited locations where home occupations can advertise their home addresses, reflective of current technologies.
- ~~**Section 34-444(25)** – Add that signs on fences or perimeter walls are prohibited (in addition to signs on trees and other vegetation).~~

Article IX

- **Section 34-504** – Change "development order for a development plan" to "application for development plan" for clarification.
- **Section 34-505** – Require five copies of a final plat application to be submitted instead of 10 copies, to reflect actual need.

The Planning Commission conducted their required public hearing and discussed the proposed amendments at their January 27, 2020 meeting. The Planning Commission voted unanimously to recommend approval of the proposed amendments by the City Council.

Memorandum
Ordinance No. 2020-8133
February 20, 2020

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The City Council subsequently considered Ordinance No. 2020-8133 at its first reading and public hearing held on February 17, 2020. At that meeting, the City Council voted unanimously to approve the ordinance with the following two amendments.

1. Delete/remove the proposed amendment to LDC Article VIII, Division 4, Section 34-444(25), that would have added signs on fences or perimeter walls to the list of prohibited signs.
2. Add a proposed amendment to LDC Article IX, Division 2, Section 34-503(4) to delete reference to a recommendation as being part of the staff report prepared for concept plat applications, and to correct a typographical error referencing Section 34-503(6).

The attached version of Ordinance No. 2020-8133 includes these two additional amendments approved at its first reading/public hearing.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8133, AS AMENDED, amending the text of Articles II, IV, V, VI, VII, VIII, and IX of Chapter 34. Land Development Code of the Jacksonville Beach Code of Ordinances.

AS AMENDED

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

ORDINANCE NO. 2020-8133

AN ORDINANCE TO AMEND VARIOUS ARTICLES, DIVISIONS AND SECTIONS OF THE CITY OF JACKSONVILLE BEACH, CODE OF ORDINANCES CHAPTER 34 LAND DEVELOPMENT CODE; TO PROVIDE CLARIFICATIONS, REVISIONS, UPDATES, AND REORGANIZATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the City of Jacksonville Beach Code of Ordinances, Chapter 34 Land Development Code (LDC) exists to establish comprehensive and consistent standards, regulations, and procedures for the review and approval of all proposed development of land in the City, and to implement the goals of the Comprehensive Plan; and

WHEREAS, the City of Jacksonville Beach finds it necessary to periodically review and make amendments and revisions to the LDC to provide clarifications, address new issues pertaining to regulations and procedures, make updates, enact new portions and reorganize parts; and

WHEREAS, the City of Jacksonville Beach Planning Commission, after notice and public hearing, has considered the ordinance and the proposed amendments, clarifications, revisions, updates and reorganization to the articles, divisions and sections of the LDC, it has considered staff recommendations, information provided and public testimony given at the public hearings and has presented its recommendation to the City Council; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes and is in the best interests of the public health, safety, and welfare of the citizens of the City of Jacksonville Beach.

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

SECTION 1. RECITALS. The above recitals are ratified and confirmed as being true and correct and are made a part of this Ordinance.

SECTION 2. AMENDMENTS TO THE CITY LDC.¹ That Article II. Section 34-21 - Interpretations., of the LDC is hereby amended as follows:

Sec. 34-21. - Interpretations.

(e) Appeal

- (1) Within thirty (30) days after issuance of a written interpretation by the planning and development director, ~~the~~ an applicant with standing may appeal the interpretation to the ~~board of adjustment~~ Circuit Court of Duval County, Florida.

SECTION 3. That Article IV. Definitions. Section 34-41. – General., of the LDC is hereby amended as follows:

Sec. 34-41. - General

Artwork means a two- or three-dimensional representation of a creative idea that is expressed in an art form but does not convey the name of the business or a commercial message. ~~If displayed as a two-dimensional representation on a flat surface, the same shall not exceed one quarter (1/4) of the total surface area; however, if displayed on a flat surface oriented to a federal aid primary highway, the same shall not exceed one half (1/2) of the total surface area.~~ All outdoor artwork shall conform to the maximum height restrictions in any particular zone in which it is located. All outdoor artwork shall also conform to any applicable building code and safety standards.

Carport means a roofed structure providing space for parking or storage of motor vehicles enclosed on not more than ~~three (3)~~ two (2) sides.

Driveway means a short private road that leads to a house or garage and maintained by an individual or group.

Lot of record means a lot that is part of a subdivision, the map or plat of which has been recorded in the office of the Duval County Clerk of Circuit Court, or a lot or parcel of land, the deed of which has been recorded in the office of the Duval County Clerk of Circuit Court.

Shopping Center means a group of three or more retail stores, service establishments or any other business not necessarily owned by one (1) person nor by a single land ownership that is adjacent to and utilizing a common off-street parking area.

¹ The revisions to the Codes set forth herein are indicated with ~~strikethrough~~ text to indicate deletions and underline text to indicate additions.

Walkway means any hard surfaced passage for walking and providing pedestrian access, often to a building or dwelling unit entrance, public sidewalk or driveway.

SECTION 4. That Article V. - Decision Making and Administrative Bodies, Division 4. - Board of Adjustment, Section 34-93. Board Membership., of the LDC is hereby amended as follows:

Sec. 34-93. – Board Membership.

(b) *Appointment.* The board of adjustment shall be composed of five (5) members appointed by the city council. The city council shall also appoint two (2) alternate members, a first alternate and a second alternate. The alternates shall serve a ~~two~~ two (2) four (4) year term. The alternate members shall vote only in the absence of regular members. The first alternate shall have priority to replace the first regular member who is absent.

SECTION 5. That Article VI. - Development Review Procedures of the LDC is hereby amended as follows:

DIVISION 1. – GENERAL APPLICABILITY

Sec. 34-155. - Hearing procedures for applications for development permit.

(c) *Conduct of hearing.*

(2) *Due order of proceedings.* The body conducting the hearings may exclude testimony or evidence that it finds to be irrelevant, immaterial or unduly repetitious. The order of the proceedings shall be as follows:

a. The planning and development director shall present a narrative and graphic description of the application for development permit.

b. The planning and development director shall present a written and oral ~~recommendation report~~, including ~~the report of the planning and development director, if relevant~~ information concerning consistency with the Land Development Code and Comprehensive Plan, as applicable. This ~~recommendation report~~ shall address each factor required to be considered by the LDC prior to consideration of the application for development permit. The report of the planning and development director shall be made available to the applicant at least three (3) working days prior to the public hearing.

c. The applicant shall present any information the applicant deems appropriate.

d. Public testimony shall be heard, first in favor of the proposal, then in opposition to it.

e. The planning and development director and city attorney may respond to any statement made by the applicant or any public comment.

f. The applicant may respond to any testimony or evidence presented by the city staff or public.

DIVISION 2. SITE SPECIFIC COMPREHENSIVE PLAN AMENDMENTS

Sec. 34-177. - Determination of sufficiency.

By the first Monday in April, the planning and development director shall determine if the application is sufficient. For a small scale development amendment accepted pursuant to Section 34-176~~(b)~~(2), a sufficiency determination will be made within ten (10) working days of its submittal.

Sec. 34-179. - Public hearings.

Amendments to the future land use map that qualify as small scale developments adopted pursuant to section 34-176~~(b)~~(2) require only one public hearing before the local planning agency, followed by one public hearing before the Jacksonville Beach city council, which shall be an adoption hearing as provided in F.S. § 163.318 7(2), and as described in F.S. §163.3184(11)(b)2., and are not subject to the requirements of F.S. § 163.3184(2)-(6), unless the city council elects to have them subject to those requirements.

DIVISION 3. ZONING ATLAS AND CODE AMENDMENTS

Sec. 34-203. – Initiation.

Amendments to the text of the Land Development Code may be proposed by the city council, the planning commission, and the planning and development director, ~~or the owner or another person having a contractual interest in property affected by a proposed amendment or their agent.~~ Amendments to the official zoning atlas may be proposed by the city council, the planning commission, the planning and development director or the owner or another person having a contractual interest in property affected by a proposed zoning atlas amendment or their agent.

Sec. 34-207. Review; and report. ~~and recommendation.~~

Within ten (10) working days after the application is determined to be sufficient, the planning and development director shall review the application, and prepare a staff report ~~recommending approval, approval with conditions, or disapproval~~ based on the standards in Section 34-211(c). The report may also contain staff suggestions for conditions of approval, as may be applicable. The planning and development director shall mail a copy of the staff report ~~and recommendation~~ to the applicant along with written notification of the time and place the application will be considered by the planning commission. The

public hearing on the application shall be scheduled for the first available regularly scheduled planning commission meeting by which time the public notice requirements can be satisfied, or such time as is mutually agreed upon between the applicant and the planning and development director.

Sec. 34-211. – Action by City Council following public hearing.

(b) The city council shall consider the application, all relevant supporting materials, the staff report ~~and recommendation of the planning and development director~~, the recommendation of the planning commission, and the testimony given at the public hearing

Sec. 34-222. Authority.

The planning commission, in accordance with the procedures, standards and limitations of this section, shall approve, approve with conditions, or deny an application for a development permit for a conditional use after ~~recommendation by~~ consideration of the report from the planning and development director.

Sec. 34-283. Authorized variances.

Variances shall only be granted from the dimensional standards of Article VII, the off-street parking or landscape standards of Article VIII, and the subdivision standards of the LDC, except that a height variance shall not be permitted in any zoning district. Variances shall not be granted to permit a use not generally allowed in the zoning district in which it is located. Variances may not be requested for relief from maximum building height, residential density or minimum lot area requirements.

SECTION 6. That Article VII. Zoning Districts, of the LDC is hereby amended as follows:

DIVISION 2. - ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS

Sec. 34-336. Residential, single-family: RS-1.

(b) *Permitted uses.*

(3) Essential public services.

(d) *Conditional uses.*

~~(4) Essential public services.~~

~~(5) (4) Cemeteries~~

~~(6)~~ (5) Government uses, excluding correctional institutions.

~~(7)~~ (6) Golf courses. (Regulation golf courses only).

~~(8)~~ (7) Public and private parks, playgrounds and recreational facilities. Private parks, playgrounds and recreational facilities shall be for the sole use of residents living in the area where such facilities are located, and shall not be used for commercial purposes.

Sec. 34-337. Residential, single-family: RS-2.

(b) *Permitted uses.*

(3) Essential public services.

(d) *Conditional uses.*

~~(5) Essential public services.~~

~~(6)~~ (5) Cemeteries.

~~(7)~~ (6) Government uses, excluding correctional institutions.

~~(8)~~ (7) Golf courses. (Regulation golf courses only).

~~(9)~~ (8) Child day care services, including kindergartens when operated on the same site as and in conjunction with a religious organization.

~~(10)~~ (9) Public and private parks, playgrounds and recreational facilities. Private parks, playgrounds and recreational facilities shall be for the sole use of residents living in the area where such facilities are located, and shall not be used for commercial purposes.

Sec. 34-338. Residential, single-family: RS-3.

(b) *Permitted uses.*

(5) Essential public services.

(d) *Conditional uses.*

~~(5) Essential public services.~~

~~(6)~~ (5) Cemeteries.

~~(7)~~ (6) Government uses, excluding correctional institutions.

~~(8)~~ (7) Golf courses. (Regulation golf courses only).

~~(9)~~ (8) Child day care services, including kindergartens when operated on the same site as and in conjunction with a religious organization.

~~(10)~~ (9) Elderly-oriented group homes, group homes for the developmentally- or physically-disabled, or foster homes with more than six (6) and less than thirteen (13) residents.

~~(11)~~ (10) Hospitals.

~~(12)~~ (11) Nursing and personal care facilities.

~~(13)~~ (12) Civic, social and fraternal organizations.

~~(14)~~ (13) Public and private parks, playgrounds, and recreational facilities.

Sec. 34-339. - Residential, multiple-family: RM-1.

(b) *Permitted uses.*

(7) Essential public services.

(8) Single-family dwellings constructed in accordance with requirements set forth in section 34-338, residential, single family: RS-3.

(d) *Conditional uses.*

~~(10) Essential public services.~~

~~(11)~~ (10) Governmental uses, excluding correctional institutions.

~~(12) Single family dwellings constructed in accordance with requirements set forth in section 34-338, residential, single family: RS-3.~~

~~(13)~~ (11) Hospitals.

~~(14)~~ (12) Business and professional offices as follows: Landscape architects, doctors, dentists, miscellaneous health offices and clinics; legal services; and engineering, architecture, accounting, research, management, and related services. Uses listed herein shall not exceed fifty thousand (50,000) square feet in gross floor area. Listed uses exceeding fifty thousand (50,000) square feet in gross area shall only be approved

pursuant to section 34-348 planned unit development: PUD district standards and procedures.

~~(15)~~ (13) Financial institutions, insurance and real estate offices.

~~(16)~~ (14) Rooming and boarding houses.

~~(17)~~ (15) Nursing and personal care facilities.

~~(18)~~ (16) Child day care services.

~~(19)~~ (17) Adult day care services.

~~(20)~~ (18) Civic, social and fraternal organizations

~~(21)~~ (19) Community centers.

~~(22)~~ (20) Public parks, playgrounds and recreational facilities.

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

(b) *Permitted uses.*

(7) Essential public services.

(8) Single-family dwellings constructed in accordance with requirements set forth in section 34-338, residential, single family: RS-3.

(d) *Conditional uses.*

~~(10) Essential public services.~~

(11) (10) Governmental uses, excluding correctional institutions.

~~(12) Single-family dwellings constructed in accordance with requirements set forth in section 34-338, residential, single family: RS-3.~~

~~(13)~~ (11) Hospitals.

(14) (12) Business and professional offices as follows: Landscape architects, doctors, dentists, miscellaneous health offices and clinics; legal services; and engineering, architecture, accounting, research, management, and related services. Uses listed herein shall not exceed fifty thousand (50,000) square feet in gross floor area. Listed uses exceeding fifty thousand (50,000) square feet in gross floor area shall only be approved

pursuant to section 34-348 planned unit development: PUD district standards and procedures.

- (15) (13) Financial institutions, insurance and real estate offices.
- (16) (14) Rooming and boarding houses.
- (17) (15) Nursing and personal care facilities.
- (18) (16) Child day care services.
- (19) (17) Adult day care services.
- (20) (18) Hotels and motels.
- (21) (19) Restaurants, excluding drive-ins.
- (22) (20) Private membership sports clubs and recreational facilities.
- (23) (21) Civic, social and fraternal organizations.
- (24) (22) Outdoor restaurants.
- (25) (23) Community centers.
- (26) (24) Public and private parks, playgrounds and recreational facilities.

Sec. 34-345. Central business district: CBD.

(b) *Permitted uses.*

(19) Multiple family dwellings and townhouses, subject to Section 34-340345(e) Site Design and Lot Layout Standards and also subject to a maximum density of 40 units per acre residential multi-family, RM-2.

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

(d) *Conditional uses.*

(3) Processing and wholesale trade of scrap and waste materials, including junkyards, subject to section 34-4-4-25(d).

SECTION 7. That Article VIII. Site Development Standards, of the LDC is hereby amended as follows:

DIVISION 1. - PARKING AND LOADING STANDARDS

Sec. 34-373. Design standards.

(a) *Spaces.*

(5) Wheel Strips: Seven (7) foot overall width, as measured from outside edge to outside edge of each strip, with each strip measuring at least eighteen (18) inches wide.

(6) Bicycle Parking: For off-street parking lots containing 10 or more spaces, one parking space may be converted to a bicycle parking area.

(f) *Construction standards.* Off-street parking and loading areas and the vehicular access way thereto shall be paved, striped and landscaped. All landscaping shall be in accordance with section 34-425. The requirements provided herein for striping and landscaping are not applicable to driveways for single-family residences, two-family dwellings, and townhouses.

DIVISION 2. - SUPPLEMENTAL STANDARDS

Sec. 34-392. - Accessory uses and structures.

(1) *Setbacks.* Detached accessory structures shall observe the following setback requirements from adjacent property lines:

a. Generally. Detached accessory structures excluding temporary structures may be located in a required rear yard but shall be no closer than five (5) feet from any interior lot line. Street side and front yard setbacks shall be maintained on corner lots for the full length and width of the lot. Air conditioning compressors or other equipment designed to serve the main structure may be located in any required side yard of 7.5 feet width or greater, or in any rear yard, but shall not project more than three (3) feet into any required yard in a residential district. Walkways may connect to primary and/or detached accessory structures, driveways and public sidewalks, may be located in a required front, side or rear yard area, but shall be set back a minimum of two (2) feet away from any exterior property line, except for interior property lines between individual two-family dwelling lots and individual townhouse lots for which no setback is required.

(4) *Pools.* Private swimming pools, as regulated herein, shall be any pool, lake or open tank located either above or below the existing finished grade of the site, not located within a completely enclosed building, and exceeding one hundred fifty (150) square feet in surface area and two (2) feet in depth, designed, used or intended to be used for swimming or bathing purposes.

a. General. A private swimming pool shall be allowed in any residential zoning district as an accessory use only if it fully complies with the following standards:

4. The pool shall be constructed and enclosed in compliance with the requirements set forth in the ~~Standard Swimming Pool~~ Florida Building Code as adopted or amended by the City.

Sec. 34-395. Corner visibility.

On a corner lot in all zoning districts, no fence, wall, hedge, planting, or structure shall be erected, placed, planted, or allowed to grow in such a manner as to obstruct vision between a height of two and one-half (2 1/2) feet and eight (8) feet above the centerline grades of the intersecting streets in the area bounded by the ~~street~~ right-of-way lines of such corner lots and a line joining points along said ~~street~~ right-of-way lines twenty (20) feet from the point of intersection. In addition to these requirements, landscaping within sight visibility triangles shall be governed by the standards of section 34-425(h).

Sec. 34-399. Home occupations.

(e) *Standards.*

- (5) *Advertising.* All newspaper, radio, TV, internet websites, social media, or telephone directory advertising of the home occupation cannot include the specific address of the home occupation use. Post office boxes are acceptable.

SECTION 8. That Article IX. Subdivision Standards, of the LDC is hereby amended as follows:

Sec. 34-503. Concept plan for plat.

- (4) *Review and report by planning and development director.* Within ten (10) working days after the application is determined sufficient, the planning and development director shall review the application, and prepare a staff report ~~recommending approval, approval with conditions, or denial~~ based on the standards in ~~Section 34-403~~ 34-503(6). The planning and development director shall mail a copy of the staff report to the applicant by mail on the day the staff report is completed, along with written notification of the time and place the application will be considered by the planning commission at a hearing.
- (5) *Decision by planning commission.* After receipt of the staff report on the application for concept plan for plat, the application shall be considered at the next available public hearing. At the public hearing the planning commission shall consider the application, staff report, and public testimony. After the close of the public hearing the planning commission shall approve, approve with conditions, or deny the concept plan for plat based on the standards in ~~Section 34-403(f)~~ 34-503(6).

Sec 34-504. - Development plan for plat.

Within one (1) year of receipt of a concept plan for plat, ~~a development order for a development plan~~ an application for development plan for plat shall be submitted pursuant to the procedures and standards of Section 34-251 et seq., or the concept plan for plat shall become null and void.

Sec. 34-505. - Final plat.

(b) *Contents of application.* ~~Ten (10)~~ Five (5) copies of the application shall be submitted in a form established by the planning and development director and made available to the public that contains the following information:

SECTION 9. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 10. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 11. CODIFICATION. The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 12. EFFECTIVE DATE. This ordinance will immediately take effect upon its adoption by City Council.

AUTHENTICATED THIS ____ DAY OF _____, A.D., 2020.

William C. Latham, Mayor

Laurie Scott, City Clerk

City of

Jacksonville Beach

City Hall

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Jacksonville Beach

FL 32250

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MEMORANDUM

TO: Mike Staffopoulos, City Manager

FROM: Bill Mann, Planning and Development Director

SUBJECT: Ordinance No. 2020-8135, amending Chapter 34 - Land Development Code Article VII, Division 2, Section 34-346 to add Mobile Food Vendors to the list of permitted uses in Industrial: I-1 zoning districts.

DATE: February 13, 2020

BACKGROUND

Staff was approached by a representative of the Veterans of Foreign Wars Post 3270 (VFW) and a food truck operator, both seeking approval to operate a food truck at the VFW Post located on 9th Street South in an Industrial: I-1 zoning district.

Pursuant to Ordinance 2014-8042, food trucks are currently permitted uses only in C-1, C-2, CS, CBD and in RD zoning districts that existed on January 1, 2014, and commercially designated areas of PUDs that existed on January 1, 2014. When Ordinance 2014-8142 was drafted in 2014, it was not contemplated that food truck operators would want to locate in the industrial areas of the city. Two public workshops were held on the subject matter, and the desire to allow food trucks in I-1 zoning districts was not identified at that time.

Staff was directed by City Council to draft an ordinance to add "Mobile Food Vending Vehicles" to the list of Permitted Uses in the Industrial: I-1 zoning district. If approved, applicants would be required to adhere to the same process as food trucks in all other locations and provide property owner authorization, proof that the food truck meets the criteria established by Ordinance 2014-8041, and a site plan showing the proposed location of the vehicle. Staff has no objections to adding "Mobile Food Vending Vehicles" to the list of permitted uses in the I-1 zoning district.

The Planning Commission conducted their required public hearing and discussed the proposed amendment at their January 27, 2020 meeting. The Planning



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Commission voted unanimously to recommend approval of the proposed amendment by the City Council.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8135, amending Chapter 34 of the Land Development Code Article VII, Division 2, Section 34-346 to add Mobile Food Vendors to the list of permitted uses in Industrial: I-1 zoning districts.

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

ORDINANCE NO. 2020-8135

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-346 INDUSTRIAL DISTRICT: I-1, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADD MOBILE FOOD VENDORS TO PERMITTED USES IN INDUSTRIAL DISTRICT: I-1 ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; and Chapters 163 & 166, Florida Statutes; and

WHEREAS, the City of Jacksonville Beach Planning Commission considered the ordinance permitting the operation of Mobile Food Vendors as a permitted use in Industrial: I-1 zoning districts at a noticed, public hearing on January 27, 2020, and has made positive recommendation to the City Council; and

WHEREAS, the City Council has considered the application, all relevant support materials, the staff report, the recommendation of the Planning Commission, and public testimony at the public hearings; and

WHEREAS, the City Council finds that Mobile Food Vendors are a popular food option for the public and should be a permitted use in Industrial: I-1 zoning districts in the City and would serve the general welfare and benefit the City's revenues, residents, businesses and communities; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes and is in the best interests of the public health, safety, and welfare of the citizens of the City of Jacksonville Beach.

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

SECTION 1. AMENDMENT TO SECTION 34-346, CODE OF ORDINANCES.¹ That Chapter 34, Article VII, Division 2, Section 34-346. Industrial district: I-1, Paragraph (b) *Permitted uses* of the Comprehensive Land Development Code of the City of Jacksonville Beach, Florida, is hereby amended by adding a new Subparagraph (21), which shall henceforth read as follows:

Sec 34-346. Industrial district: I-1

(b) *Permitted uses*

(21) Mobile food vendors as defined in and in accordance with the provisions of Section 12-33 *Mobile Food Vending* of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 2. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 4. CODIFICATION. The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2020.

William C. Latham, Mayor

Laurie Scott, City Clerk

¹ Strikethrough text indicates deletions, underline text indicates additions.