

ZOOM VIRTUAL MEETING NOTICE**INSTRUCTIONS FOR PUBLIC VIEWING AND PARTICIPATION****CITY OF JACKSONVILLE BEACH CITY COUNCIL MEETING****JUNE 1, 2020, AT 6:00 P.M.****(NO PHYSICAL LOCATION)**

Due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, the June 1, 2020, City of Jacksonville Beach, City Council meeting will be conducted in a modified manner. The meeting will be conducted virtually, utilizing Zoom technology and webinar capabilities. The City is providing numerous additional technological options for public attendance and participation in the meeting.

The Governor's Executive Order Number 20-69, addressing Local Government Public Meetings, states local government bodies may utilize communications media technology (CMT), as provided in section 120.54(5)(b)2., Florida Statutes. On April 6, 2020, the City of Jacksonville Beach City Council further approved at their public meeting the use of CMT and alternative start times to conduct their Council meetings and briefings.

The following CMT options are available to participate, view and listen to the June 1, 2020, City Council meeting:

1. **View and listen to a Livestream of the meeting online:**
 - Access the meeting by visiting the [City of Jacksonville Beach YouTube Channel: https://www.youtube.com/channel/UCBvNLjCCZtu9PWDV41cR6-Q](https://www.youtube.com/channel/UCBvNLjCCZtu9PWDV41cR6-Q)
 - View the Livestream via Zoom technology: <https://us02web.zoom.us/j/81974696309>
2. **Listen to the meeting via phone:**
 - Dial 1-301-715-8592
 - Webinar ID: 819 7469 6309
 - There is no participant ID number. If you are asked for this, press #. When dialing in by phone, your line will be automatically muted for the duration of the meeting, unless you have pre-registered to speak. (Instructions for pre-registration are below.)
3. **Hearing or speech impaired access:**
 - Contact the agency using the Florida Relay Service: 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).
4. **Submit questions and comments concerning a scheduled agenda item or for the Courtesy of the Floor portion of the Agenda:**
 - You may provide written comments by:
 - Emailing the City Clerk, Laurie Scott, at cityclerk@jaxbchfl.net; or
 - Via U.S. mail to City Clerk, City Hall, 11 N. 3rd Street, Jacksonville Beach, FL 32250; or
 - Place a copy of your comments in the drop box at the main entrance of City Hall.
 - Provide your full name and address, and if you are a city business owner, list the business name and address.
 - You may also submit a Public Comment Submission Form on the City of Jacksonville Beach website. Fill out the form at [this link](http://www.jacksonvillebeach.org/government/city-documents-public-records/city-council-meeting-public-comment-submission-form) to have your comments read during the meeting: www.jacksonvillebeach.org/government/city-documents-public-records/city-council-meeting-public-comment-submission-form. Comments on an action item and

comments for Courtesy of the Floor will be read into the record. Submissions will be provided to the Council. All Submissions are a public record.

- Written comments will be read into the record at the appropriate time. All other written comments received by the deadline will be distributed to the Mayor and City Council members and the appropriate staff before the start of the meeting. Comments received through these CMT options will be read into the record by the City Clerk or City Attorney. Written comments will be limited to three (3) minutes of reading time.
- Members of the public may also opt to comment via dialing in or utilizing Zoom technology, but to do this, they **must register in advance**. To register, fill out the form at this link: www.jacksonvillebeach.org/government/city-documents-public-records/city-council-meeting-public-comment-submission-form
 - It is requested that members of the public register by noon on Monday, June 1, 2020.
 - Speakers will be limited to three (3) minutes.
 - To either dial in or use Zoom technology, speakers need to ensure they have proper working equipment. For dialing in, a telephone with audio/speaker and microphone capabilities is required. For participation utilizing Zoom technology, smart technology (smartphone/tablet/laptop/desktop) should be equipped with both microphone and speaker capabilities. It is up to each speaker to test the functionality of their equipment before the meeting starts. If the speaker's equipment is not working correctly during the meeting, the speaker will be unable to participate.
 - To check technological requirements and to test your technology, visit the Zoom web site here: <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>
 - To download Zoom applications, click here: <https://zoom.us/download>
 - For the purposes of this meeting, speakers will be clicking **“Download”** under **“Zoom Client for Meetings”** (using a PC or MAC) *or* choosing your mobile device platform under **“Zoom Mobile Apps.”**
- The email address and the online comment form will remain open during the meeting to accept comments to be read into the record up until 5 minutes before a particular agenda item is addressed by the Mayor. Public comments for Courtesy of the Floor will be accepted until 5 minutes before the Mayor opens that portion of the meeting.
- For additional information or assistance, please contact the following people prior to the meeting:
 - For public comment questions: Laurie Scott, City Clerk, cityclerk@jaxbchfl.net or (904) 247-6299.
 - For questions on connecting to or using CMT or Zoom for the meeting: Jacob Board, Communications Manager, jboard@jaxbchfl.net, or (904) 247-4036.

NOTICE

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.

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.



Agenda
City Council

Monday, June 1, 2020

6:00 PM

Via Video Conference

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

20-113 Regular Council Meeting held on May 18, 2020

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

20-114 Approve/Disapprove the Selection of Florida Natural Gas as the Natural Gas Supplier to Beaches Energy Services

20-115 Approve/Disapprove the Final Plat for the Rio Pointe Subdivision, a Replat of Part of Castro Y. Ferrer Grant, Section 38, Township 2 South, Range 2 East (2115 12th Ave N)

20-116 Develop a Consensus on Whether or Not to Hold a July 4th Fireworks Display in Jacksonville Beach

20-117 Develop a Consensus on Dates and Formats for Future Council Meetings and Briefings

RESOLUTIONS

ORDINANCES

20-118 ORDINANCE NO. 2020-8142 (Second Reading) (Public Hearing)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 30, ARTICLE III, SECTION 30-34(a) (ADDITIONAL HOMESTEAD EXEMPTIONS AUTHORIZED) OF THE CITY CODE OF ORDINANCES, TO INCREASE THE AMOUNT OF ADDITIONAL HOMESTEAD EXEMPTION FOR LOW INCOME PERSONS AGE 65 YEARS AND OVER FROM \$25,000.00 TO \$50,000.00 CONSISTENT WITH STATE LAW; DIRECTING THE CLERK TO PROVIDE A COPY OF THIS ORDINANCE UPON COUNCIL APPROVAL TO THE DUVAL COUNTY PROPERTY APPRAISER; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. **(additional homestead exemption for low income persons 65 years of age and over)**

20-119 ORDINANCE NO. 2020-8144 (First Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING AMENDMENTS TO THE JACKSONVILLE BEACH 2030 COMPREHENSIVE PLAN COASTAL MANAGEMENT ELEMENT TO ADOPT NEW POLICIES AND OBJECTIVES TO MEET THE PERIL OF FLOOD REQUIREMENTS OF SECTION 163.3178(2)(f), FLORIDA STATUTES, PROVIDING DIRECTIONS TO THE PLANNING AND DEVELOPMENT DEPARTMENT; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ADJOURNMENT

NOTICE

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

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.

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.

**Minutes of Regular City Council Meeting
held Monday, May 18, 2020, at 6:00 P.M.
via Video Conference
Jacksonville Beach, Florida**



STATEMENT OF THE MAYOR:

Mayor Charlie Latham made the following statement:

“Governor Ron DeSantis’ Executive Order No. 20-112 and No. 20-114, extended Executive Order No. 20-69, which authorizes local government bodies to continue to conduct meetings without an in-person quorum at any specific location, and they can continue to hold meetings using communications media technology (CMT).

On April 6, 2020, the City of Jacksonville Beach City Council further approved at their public meeting the use of CMT and alternative start times to conduct their Council meetings and briefings.

Accordingly, this City Council meeting is being held in a modified manner using CMT. The Council, staff and the public are not physically present in City Hall tonight.

In a moment, the City Attorney will explain the CMT procedures and adaptations for public attendance and public comment that have been put in place and being utilized.

The City Council members and City personnel are appearing through CMT.”

OPENING CEREMONIES:

Council Member Vogelsang provided the Invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

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

Mayor Latham invited City Attorney Chris Ambrosio to state the CMT procedures and adaptations being utilized for this meeting.

Mr. Ambrosio stated Governor DeSantis’ Executive Order No. 20-123, effective May 18, 2020, further extended and authorized the use of CMT. He explained the CMT instructions and opportunities for the public to attend and participate were published on various platforms in a public notice [*on file*] and went over the options.

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, and City Clerk Laurie Scott.

APPROVAL OF MINUTES:

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

- Regular Council Meeting held on May 4, 2020
- Council Briefing held on May 11, 2020

ANNOUNCEMENTS:

Mr. Ambrosio renewed his public request for a closed session, a private client/attorney session, in the lawsuit of SLG Investment Partnership, LLP, and Clear Channel Outdoor, Inc. vs. City of Jacksonville Beach, Case No. 2018AP00121. Pursuant to Florida Statute 286.011(8), he is required to request at a public meeting he desires the advice of the Council concerning the litigation. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to the litigation. He would provide reasonable public notice at a later time in compliance with Florida Statute. He requested the closed session be held on June 15, 2020. Mr. Ambrosio also requested Case No. 162020CA2297, City of Jacksonville Beach vs. SLG Investment Partnership, LLP, be included for discussion at the June 15, 2020, closed session.

Mr. Ambrosio also wanted to provide answers to Council member questions from the May 4, 2020, Council meeting related to Item 20-110 on this agenda regarding the Sea Turtle Protection ordinance.

Mr. Ambrosio explained the changes made after the first reading of Ordinance No. 2020-8140 on May 4, 2020, included adding definitions and correcting scrivener's errors. He stated the area of Jacksonville Beach most in need of changing, upgrading and retrofitting fixtures to comply with this ordinance was the north portion. The south portion of the city was pretty well compliant or relatively dark.

Mr. Ambrosio said Building Official George Knight estimated on the north side, commercial structures, including condos, were 60% compliant. Residential structures on the north side were estimated to be 40% compliant. On the south side, commercial structures, including condos, were approximately 50% compliant, and residential structures were approximately 20% compliant. The area of Ocean Drive and Duval Drive was approximately 50% compliant. Mr. Ambrosio said the geographical area used was for the protection of the sea turtles and enforcement compliance. The estimated cost for a Florida Fish and Wildlife Conservation Commission (FWC) fixture is between \$100-\$400 per fixture. The cost of a FWC bulb could be between \$8-\$22.

Mr. Ambrosio explained Beaches Energy Services employees coordinate turning off lights, typically 15-20 lights during sea turtle nesting season. He stated Electrical Engineering Project Supervisor Matt Seeley believed the City was in compliance by turning off the lights identified by the Beaches Sea Turtle Patrol. There are currently 35 locations where changes could be made to the lighting. Mr. Ambrosio went over four different recommendations proposed by Beaches Energy Services to make changes to lighting:

- Change fixtures to a sea turtle friendly light at an estimated cost of \$400-\$600 per fixture.
- Continue with the current practice of shutting off lights identified by Beaches Sea Turtle Patrol in close proximity to an active nest at an estimated cost of \$100 per light to change out the photocell to a Bluetooth photocell allowing the lights to be shut off remotely.
- Modify surrounding landscaping to shield the lights from the beach.
- Change out the lights identified by Beaches Sea Turtle Patrol to sea turtle friendly lighting during sea turtle nesting season and then change back once the season is over at an estimated of \$400-\$600 per fixture.

Mr. Ambrosio stated he looked at grant opportunities for public and potentially private conversion of lights, but the application process was very time consuming, estimated to be 50-100 hours. He

suggested if the Council wanted to pursue the option, he would recommend outsourcing to a grant application manager.

Ms. Golding raised a point of order if a discussion on this ordinance should be done when the agenda item for the sea turtle ordinance was brought up. Mr. Ambrosio said this time was utilized to open the floor for discussion, but it could be revisited during the agenda item.

Ms. Dumont stated it would be approximately \$24,000 to replace the 35 identified lights, not including bulbs, for the first recommended option. She inquired as to why shading of light fixtures on the east side was not addressed and if the homeowners know what their options are. Mr. Knight responded under the current ordinance, only the buildings on the oceanfront, along the sand, in the Department of Environmental Protection (DEP) zone are evaluated for lighting. He stated under the proposed ordinance, everything east of 1st Street would undergo a lighting review. He confirmed all properties identified in the 2018-2019 light survey were provided a copy of the current ordinance and notified they were not in compliance. There currently was no fine for not being in compliance.

Mr. Seeley explained possible funding through the Community Redevelopment Agency (CRA) as part of the Downtown Redevelopment Project. He said Dix.Hite went through the end zones identified in the lighting survey and recommended replacement. Responding to Ms. Dumont's question on shields for the lights, he explained Beaches Energy Services is trying to find a hurricane friendly shield as well as the bulb, so there is not flying debris on the beach during storms.

Mr. Staffopoulos asked Mr. Seeley to explain the lights that have been pilot tested on 1st Avenue South. Mr. Seeley stated Beaches Energy Services was on their second LED light for testing and evaluation, and they have a third one with a low-profile shield. The first light was ruled out.

Mr. Doherty brought up regular resident complaints received about how dimly lit and uninviting the downtown area looks. He believed amber lighting made the area look worse and asked if adjusting the height of the light posts had been considered. He thought the boardwalk, street ends, and parking lots were unsafely lit. Mr. Seeley said as part of the Dix Hite study, they looked at options to balance the public security concern with sea turtle friendliness.

Mr. Ambrosio responded to a question from Ms. Hoffman stating the City does not have a full-time grant manager. Mr. Nichols said there was a lot of grant money available for trails and pedestrian walkovers. Mr. Ambrosio said there was also grant money available for water activities, recreational activities, and boat ramps.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Latham extended Courtesy of the Floor to visitors. Whereby, Ms. Scott read submitted comments into the record [on file]:

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach - "Because the next agenda item includes a TIP presentation of our priority road projects, I felt that this was a good opportunity to advise council that in late February of this year, Mayor Latham asked if I would be willing to volunteer as a beaches representative of the TPO Citizens Action Committee. I enthusiastically accepted this challenge, presented my resume, and was

subsequently approved by the board. One of my key responsibilities is to ensure that the citizens voice is heard both for future motorized and non-motorized projects. I do not want to steal any of Denise's thunder as she goes through the TIP Road project document. What I would like to discuss tonight is for council to consider having a future discussion regarding Jacksonville Beaches' role in fulfilling the East Coast Greenway project. Essentially, The East Coast Greenway is a walking and biking route stretching from Maine to Florida, connecting our nation's most populated corridor. It offers a safe place for bicyclists, walkers, runners, (of all ages and abilities) - to commute, exercise, and visit destinations along the route. Currently, there is a recommended proposed route thru the beaches. Most of the route falls short of the safety criteria necessary to be designated a Greenway multi use trail. If you look at the route from Mayport Ferry to Vilano, a distance of approximately 35 miles, there is just a small couple of blocks in Neptune Beach that runs along Florida Blvd (from Atlantic Blvd to Jarboe park) that is an existing and authorized Greenway route. It is important to note that Atlantic Beach has authorized by resolution a future feasibility study for a multi-use trail along a portion of Mayport Rd. In addition, St Johns County is currently reviewing a study of a trail along A1A from Micklers Landing to Vilano. One thing is certainly evident to me during this virus crisis. I see more runners, walkers and cyclists enjoying 1st St along Jax Beach than ever before. Our residents are an extremely active community that enjoy our outdoors. Clearly we have many constraints within our network of streets, but that does not prohibit us from developing a transportation plan whereby future road projects also consider executing the East Coast Greenway throughout our city limits. Again, I thank Mayor Latham for giving me this opportunity with the TPO, and I will be glad to be a resource and support in any way possible."

- Sue Ann Alleger, 1084 16th Avenue South, Jacksonville Beach – “I received an update from Mr. Staffopoulus, the City Manager, regarding the traffic problem on 16th Avenue South. The information was shared with concerned residents and we look forward to further discussion. The letter did not state the reference speed limit that was used for the traffic statistics. One must assume the reference speed limit used is 15 mph although it is hard to believe that only 1% of vehicles are traveling at speeds that would result in a traffic violation. No other speed limit is posted on 13th Avenue South or 16th Avenue South and only one Watch Children sign is posted and it is posted on 13th Avenue South. A school speed limit crossing and speed limit posting are found near Roberts Avenue. We request that 16th Avenue South be posted with a 15 mph speed limit sign consistent with the school posting. Vehicles turning onto 16th Street South from a dead stop at 9th Street would be encouraged to accelerate along 16th Avenue South if any other speed is posted. Please consider our request and we look forward to resolution of this problem. Thank you for your help so far. Mr. Dreisher from Baptist Beaches has contacted us and is addressing the lighting problem. Thank you.”
- Casey Jones, 13150 Yamasi Trail, Jacksonville – “Today the City of Jax Beach will vote to protect the endangered and threatened Sea Turtles that call our beach their own. This is a huge step in the right direction but unfortunately light pollution in Jax Beach is still shining very brightly. The illegal parking lot lights adjacent to the beach are still there and shining onto the beach. 1st Street lights are not shielded on the west side of the street. Why I don't know.”

MAYOR AND CITY COUNCIL:

Item #20-106 – Presentation by the North Florida Transportation Planning Organization (TPO) Staff on the North Florida Transportation Improvement Program (TIP)

Mayor Latham invited Denise Bunnewith with the North Florida TPO to make her presentation. Ms. Bunnewith (via video) addressed the comments submitted under Courtesy of the Floor by Mr. Marsh, who is on the TPO's Citizens Action Committee, related to the East Coast Greenway Trail. Ms. Bunnewith explained the TPO just adopted the Unified Planning Work Program. In the second year of the Work Program, there is a study to look at the East Coast Greenway Trail through the three Beaches communities, which would be the first step. A trail study is currently underway in St. Johns County.

Ms. Bunnewith went over some of the planned projects for the Beaches area [on file], including the intersection modification at Atlantic Boulevard and 3rd Street, rehabilitation of the Atlantic Boulevard Intracoastal Waterway bridge to San Pablo Road, rehabilitation of the Intracoastal Waterway bridge at JTB (J. Turner Butler Boulevard), a safety project on Mayport Road, from Atlantic Boulevard to Mayport Naval Station, pedestrian safety improvements on A1A (3rd Street) from 2nd Avenue North to Bay Street, and the resurfacing of Wonderwood Drive from Wompi Drive to the Intracoastal Waterway.

Ms. Golding asked for more information on the pedestrian improvements planned along A1A. Ms. Bunnewith believed it would be improved crosswalks. She would find out the specifics from the DOT (Department of Transportation) and follow up with an email. Ms. Golding brought up missing street signs for the Avenues along 3rd Street. Ms. Bunnewith would also ask DOT about the street signs, but she believed it was handled locally.

CITY MANAGER:

Item #20-106 – Accept/Reject the Monthly Financial Reports for the Month of April 2020

Mr. Staffopoulos stated the City is beginning to see some decreases in General Fund revenue associated with Parks and Recreation not collecting user fees. The state revenues are still 30-60 days in arrears, so we have not yet seen the impacts of sales tax collection and other state revenues.

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

Roll Call Vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The motion passed 7-0.

Item #20-108 – Approve/Disapprove the First Amendment on the Permissive Use Agreement between the City and St. Johns River Water Management District

Mr. Staffopoulos explained this is a clarifying agreement with the St. Johns River Water Management District (SJRWMD) to rectify the location of the equipment they had placed on City property. The equipment they had was relocated from Water Plant #2 to another property located on the stormwater system.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to approve the First Amendment of the Permissive Use Agreement between the City and the St. Johns River Water Management District.

Roll Call Vote: Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham
The motion passed 7-0.

RESOLUTIONS: *None*

ORDINANCES:

Item #20-109 – ORDINANCE NO. 2020-8139 (Second Reading) (Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8139 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE AMENDING CHAPTER 31 – TRAFFIC AND MOTOR VEHICLES, ARTICLE I. – IN GENERAL, SECTION 31-5 – RIDING BICYCLES ON SIDEWALKS PROHIBITED, OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES; CHANGING THE TITLE; REMOVING THE PROHIBITION OF RIDING BICYCLES ON PUBLIC SIDEWALKS, AND ADDING MULTIPLE SUBSECTIONS THAT AUTHORIZE, REGULATE OR PROHIBIT USE OF CERTAIN OTHER DEVICES ON SIDEWALKS; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Latham read the following:

“This ordinance is before this Council for a public hearing and consideration on its second reading. I will now open the public hearing on Ordinance No. 2020-8139.”

Public Hearing:

Ms. Scott advised there were no public comments submitted for this item. Communications Manager Jacob Board advised there were no preregistered speakers for this agenda item.

Mayor Latham closed the public hearing.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8139 to make amendments to Section 31-5 of the City Code of Ordinances to change the title, to remove the prohibition of riding bicycles on sidewalks, adding multiple subsections that authorize, regulate or prohibit the use of certain other devices on sidewalks, to conform to Florida Statute regulations.

Discussion:

Ms. Golding stated Florida Statute Section 316.008(7)(a) states a county or municipality may enact an ordinance to permit, control or regulate the operation of vehicles, golf carts, mopeds, motorized scooters and electric personal assistive mobility devices on sidewalks or sidewalk areas when such is permissible under federal law. She said it goes on to say the ordinance must restrict such

vehicles or devices to a maximum speed of 15 miles per hour in such areas, and this ordinance does not specifically limit the speed of the electric personal assistive mobility devices to 15 miles per hour.

Amended Motion: It was moved by Ms. Golding and seconded by Ms. Dumont to modify Section 31-5(k) of Ordinance No. 2020-8139 to state that no person shall operate an electric personal assistive mobility device on a sidewalk at a speed greater than 15 miles per hour.

Amended Motion:

Roll Call Vote: Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham
The amended motion passed 7-0.

Discussion:

A brief conversation ensued related to vehicles parking in their driveways and blocking the sidewalk and the need for the City to take a look at how the Land Development Code allows new development to limit the amount of parking. Police Chief Genepaul Smith stated it is unlawful to block sidewalks with your vehicle in driveways. It is currently enforced when a complaint is received.

Original Motion:

Roll Call Vote: Ayes –Hoffman, Nichols, Vogelsang, Doherty, Dumont, Golding, Mayor Latham
The motion passed 7-0, as amended.

Item #20-110 - ORDINANCE NO. 2020-8140 (Second Reading) (Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8140 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND SECTION 6-8. – SEA TURTLE PROTECTION, OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES, PROVIDING FOR AMENDMENTS AND REVISIONS TO CONFORM TO CURRENT MODEL LIGHTING ORDINANCE REGULATIONS, STANDARDS, AND GUIDELINES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Latham read the following:

“This ordinance is before this Council for a public hearing and consideration on its second reading. I will now open the public hearing on Ordinance No. 2020-8140.”

Public Hearing:

Mayor Latham asked if there were any public comments submitted for this item, Whereby, Ms. Scott read submitted comments into the record [on file]:

- Casey Jones, 13150 Yamasi Trail, Jacksonville – “I have been working for over 2 years to improve the life of our majestic Sea Turtles in the Jax Beach area. I even had to start another local 100,000 petition to get your attention. This new Sea Turtle Lighting Ordinance is a

great step in the right direction. Special thanks to the City Manager Mike and Chris for working hard.”

Mr. Board stated there were no preregistered speakers but said another public comment submittal had been received. Ms. Scott advised the submittal had been received after the five minute cutoff time for this item. Mayor Latham verified with Mr. Ambrosio the five-minute cutoff was what had been published. Mr. Ambrosio confirmed but advised an exception could be made.

- Casey Jones, 13150 Yamasi Trail, Jacksonville – “Special thanks to the City Manager Mike and the hard work that Chris put into this new Sea Turtle Lighting Ordinance. Chris is taking the worst Sea Turtle Lighting Ordinance in North Florida and making it the best Lighting Ordinance in North Florida. Way to go Chris.”

Mayor Latham closed the public hearing.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2020-8140 to make amendments to Section 6-8 – Sea Turtle Protection, of the City Code of Ordinances to conform to current model lighting ordinance regulations, standards and guidelines.

Roll Call Vote: Ayes – Nichols, Vogelsang, Doherty, Dumont, Golding, Hoffman, Mayor Latham
The motion passed 7-0.

Item #20-111 - ORDINANCE NO. 2020-8141 (Second Reading) (Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8141 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF JACKSONVILLE BEACH PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF JACKSONVILLE BEACH; PROVIDING BALLOT TITLES, SUMMARIES, AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.”

Mayor Latham read the following:

“This ordinance is before this Council for a public hearing and consideration on its Second reading. I will now open the public hearing on Ordinance No. 2020-8141.”

Public Hearing:

Ms. Scott stated there were no public comments submitted. Mr. Board stated there were no preregistered speakers.

Mayor Latham closed the public hearing.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance No. 2020-8141, making amendments to the City Charter to create the requirements and procedures for removal of the City Manager and City Attorney; and the requirements and procedures for the elimination of City Departments; and standards for Council and appointees to not interfere with the performance of City employee duties, appointments or removals, and provide enforcement provisions.

Discussion:

Ms. Dumont stated under the ballot proposal to remove the City Manager, two questions are being asked. The first is for a supermajority to remove the City Manager, and the second is to remove gender-specific references. Mr. Ambrosio explained it had not caused problems in other cities (Winter Park, Palm Coast, and Bonita Springs) that recently had charter questions with three to four different parts.

Ms. Dumont said under Section 27. – Term of appointment, there was discussion at the May 4, 2020, Council meeting about having a simple majority to provide notice to the City Manager within 60 days. Within 30 days, the City Manager has a chance to respond. She said she did not make a formal motion at that time.

Amended Motion: It was moved by Ms. Dumont and seconded by Ms. Golding to strike the “super” and the “five (5)” from Section 27, so it is a majority vote of the members of the Council to furnish a formal statement, and that it still remains a supermajority vote for full removal of the City Manager.

Discussion:

Mr. Nichols believed it would be too confusing and suggested leaving it the way it is written.

Amended Motion:

Roll Call Vote: Ayes – Vogelsang, Doherty, Dumont, Golding, Hoffman, Mayor Latham
Nays – Nichols
The amended motion passed 6-1.

Discussion:

Discussion ensued on the proposed charter amendment for Section 30 as to whether an option for a warning needed to be added. As the Council already has the discretion to determine the penalty, it was decided no change to the ballot proposal was needed.

Ms. Dumont suggested the verbiage of the ballot proposal for removal of the City Attorney should match the wording for removal of the City Manager to provide a formal statement with 30 days to reply.

Amended Motion: It was moved by Ms. Dumont and seconded by Ms. Golding to have the same language for the City Attorney that is provided for the City Manager with regard to the forewarning before removal from office with a majority vote from the Council prior to a supermajority vote thirty (30) days afterward.

Mr. Ambrosio advised the current code section related to the City Attorney was minimal, likely because the City previously did not have an in-house City Attorney, and the proposed amendments were only dealing with the removal of the City Manager and City Attorney.

Amended Motion:

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

Mr. Nichols stated the supermajority was not necessary. If the City Manager or City Attorney lost the confidence of a majority of the Council, they would not be able to do their job. He also said the City Manager and City Attorney receive annual evaluations letting them know how they are performing.

Original Motion:

Roll Call Vote: Ayes –Dumont, Golding, Hoffman, Doherty, Mayor Latham
Nays – Nichols, Vogelsang
The original motion passed 5-2, as amended.

Item #20-112 - ORDINANCE NO. 2020-8142 (First Reading) (Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8142 by title only, whereupon Ms. Scott read the following:

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 30, ARTICLE III, SECTION 30-34(a) (ADDITIONAL HOMESTEAD EXEMPTIONS AUTHORIZED) OF THE CITY CODE OF ORDINANCES, TO INCREASE THE AMOUNT OF ADDITIONAL HOMESTEAD EXEMPTION FOR LOW-INCOME PERSONS AGE 65 YEARS AND OVER FROM \$25,000.00 TO \$50,000.00 CONSISTENT WITH STATE LAW; DIRECTING THE CLERK TO PROVIDE A COPY OF THIS ORDINANCE UPON COUNCIL APPROVAL TO THE DUVAL COUNTY PROPERTY APPRAISER; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Latham read the following:

“This ordinance is before this Council for a public hearing and consideration on its First reading. I will now open the public hearing on Ordinance No. 2020-8142.”

Public Hearing:

Ms. Scott stated there were no public comments submitted. Mr. Board stated there were no preregistered speakers.

Mayor Latham closed the public hearing.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8142 to amend City Code of Ordinances Sec. 30-34(a) to increase the low-income senior additional homestead exemption from \$25,000.00 to \$50,000.00.

Mr. Staffopoulos stated the property appraiser indicated the approximate impact to Jacksonville Beach is just over \$10,000.00 per year.

Ms. Golding provided additional data she received from the property appraiser's office. The total number of residential parcels in Jacksonville Beach was 10,528. The number of residential parcels which are homesteaded was 6,426 (61%), with 104 (1.6%) of those being senior-owned property.

Roll Call Vote: Ayes –Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham
The motion passed 7-0.

ADJOURNMENT:

Before adjourning, Mr. Ambrosio responded to a question from Mr. Doherty related to restaurant closing times, stating he did not find any state or county executive orders prohibiting hours of a restaurant. He said it would default to our code.

There being no further business, the meeting adjourned at 7:29 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

LS: sg



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: Natural Gas Supply
DATE: May 27, 2020

BACKGROUND

Beaches Energy Services has been receiving natural gas supply and natural gas services from TECO People's Gas since January 2010. This year we reviewed each of these contracts to identify opportunities to reduce costs or improve services to our natural gas customers.

Beaches Energy entered into an Energy Consulting Agreement with TECO Partners on April 22, 2020 for consulting services to include gas supply procurement. TECO solicited gas suppliers on behalf of Beaches Energy through a Request for Proposals (RFP). Seven (7) suppliers responded to the RFP and Florida Natural Gas was the lowest qualified respondent.

In the past twelve (12) months, Beaches Energy spent approximately \$1.02 million for natural gas. The estimated annual cost for gas supply under this agreement is \$874 thousand, a savings of nearly 17%.

The attached agreement is for a one-year term beginning 6/1/2020.

REQUESTED ACTION

Approve/Disapprove an agreement with Florida Natural Gas to supply natural gas to Beaches Energy Services for a one-year term beginning June 1, 2020.



Florida Natural Gas

GAS SERVICE AGREEMENT

Customer Name: City of Jacksonville Beach
Date: May 26, 2020
Customer's Local Distribution Company ("LDC"): Teco
LDC Account Number(s): 211006316684

Customer's Delivery Point Address:	Customer's Mailing Address:
1538 Second Avenue	1460 Shelter Avenue Jacksonville Beach, FL 32250
Jacksonville Beach, Florida 32250	Email address: Fax number:

By executing this Gas Service Agreement (the "Agreement"), Customer hereby selects SouthStar Energy Services LLC d/b/a Florida Natural Gas ("FNG") as its natural gas provider and, as applicable, authorizes the LDC to transfer Customer's gas service to FNG.

Price – From June 2020 through May 2021 (the "Term"), FNG shall sell natural gas to Customer for receipt at the LDC's city gate whereupon the LDC shall deliver the natural gas from its city gate through the LDC's pipelines to Customer's Delivery Point (as specified in Customer's Gas Transportation Agreement with the LDC). Customer shall purchase its full requirements of natural gas from FNG pursuant to the following pricing:

Forecasted Monthly Volume in Therms:

Month	Commodity Price during the Term (excluding renewal terms): Fixed Price <input type="checkbox"/> or Index Price <input checked="" type="checkbox"/>	Estimated Default Monthly Baseload
June, 2020	FGT zone 3 + \$0.024 per therm	149,000
July, 2020	FGT zone 3 + \$0.024 per therm	153,000
Aug, 2020	FGT zone 3 + \$0.024 per therm	153,000
Sep, 2020	FGT zone 3 + \$0.024 per therm	140,000
Oct, 2020	FGT zone 3 + \$0.024 per therm	151,000
Nov, 2020	FGT zone 3 + \$0.024 per therm	175,000
Dec, 2020	FGT zone 3 + \$0.024 per therm	195,000
Jan, 2021	FGT zone 3 + \$0.024 per therm	210,000
Feb, 2021	FGT zone 3 + \$0.024 per therm	192,000
Mar, 2021	FGT zone 3 + \$0.024 per therm	175,000
Apr, 2021	FGT zone 3 + \$0.024 per therm	176,000
May, 2021	FGT zone 3 + \$0.024 per therm	160,000

In addition to the above price, Customer shall pay for all fuel charges, LDC charges, taxes, and other fees as applicable.

Additional Pricing Terms: This is a full requirements contract and the pricing is inclusive of transportation charges to the citygate, plus balancing for all volumes within the LDC Determined Maximum Delivery quantity as set forth below. The sections regarding over/under pricing, or balancing charges do not apply.

Underuse Credit Rate: Not Applicable

Additional Volume Price: Not Applicable

Customer shall notify Seller of changes in Customer's daily requirements by e-mail or telephone to: b2bcontracts@southstarenergy.com

LDC Determined Maximum Delivery Quantity (decatherms/day): **850**

Renewal – Renewal shall be on a monthly basis following the initial Term of the Agreement. The Commodity Price during any renewal term shall be at the Index Price of FGT zone 3 per therm plus \$ 0.024 per therm as of the end meter read date for the applicable Customer billing cycle plus applicable transportation, fuel charges, LDC charges, as well as all applicable taxes and

fees. The Default Monthly Baseload volumes for any renewal term shall be the same Default Monthly Baseload volumes for the corresponding month of the prior year, unless Buyer provides Seller with notice of a deviation and FNG accepts the deviation, which it may reject in its sole discretion. The Underuse Credit and Additional Volume Credit stated above shall continue to apply during any renewal term.

Agency - Customer shall execute and deliver to FNG a complete and fully executed ITS Agent Agreement (as required by the LDC). Customer appoints FNG as its agent for the purpose of: gas nominations, monthly imbalance resolution, volume aggregation on an Alert Day or during another OFO Event (defined in the Terms and Conditions), penalty responsibility on an Alert Day or other OFO Event, capacity release responsibilities, and any other acts solely for the purpose of arranging for the transportation and delivery of gas sold hereunder up to the LDC's city gate. Customer grants to FNG the authority to execute on Customer's behalf all agreements, forms and documentation required by the LDC and any interstate pipeline for the nomination, scheduling, transportation, delivery and receipt of gas sold hereunder. Customer shall comply with the LDC tariff and all agreements between Customer and the LDC. If Customer fails to execute and deliver to FNG a fully executed copy of the ITS Agent Agreement, then FNG shall have the right to immediately terminate this Agreement upon written notice to Customer. Further, Customer represents that it has executed a Gas Transportation Agreement with the LDC or is otherwise deemed eligible by the LDC for individual transportation service.

Gas Service Agreement Terms – The attached Terms and Conditions of Service for Commercial Customers (as the same may be modified as provided therein from time to time) (the "Terms and Conditions") are hereby incorporated into and made a part of this Agreement, and the parties expressly agree to be bound thereby. References herein and therein to "the Agreement" or "this Agreement" shall mean this Agreement as supplemented by the Terms and Conditions as in effect from time to time. Should the parties execute a new Agreement for one or more account number(s) governed by this Agreement, the terms of the new Agreement shall supersede and terminate this Agreement solely pertaining to the account number(s) on the new Agreement. Capitalized terms used in the Terms and Conditions without definition shall have the meanings assigned to such terms herein. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

FNG:

**SouthStar Energy Services LLC
d/b/a Florida Natural Gas**

Signature: _____

Title: _____

[Remainder of page intentionally blank; additional signatures follow]

Customer Name:

CITY OF JACKSONVILLE BEACH

Attest:

Sign: _____

Print: Laurie Scott, City Clerk

Date: _____

Sign: _____

Print: William C. Latham, Mayor

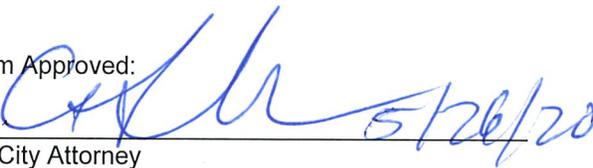
Date: _____

Sign: _____

Print: Michael J. Staffopoulos, City Manager

Date: _____

Form Approved:

By:  _____
City Attorney

Terms and Conditions of Service for Commercial Customers

The gas price under the Gas Service Agreement (together with these Terms and Conditions of Service for Commercial Customers, each as amended or modified from time to time, the "Agreement") shall be in effect beginning with the first billing cycle that commences during the Term.

Notice of Monthly Baseload - Customer shall provide a monthly baseload number to FNG no later than eight (8) business days prior to the beginning of each calendar month of the Term of the Agreement (the "Monthly Baseload"). If Customer fails to timely provide such Monthly Baseload number, then the Default Monthly Baseload shall serve as the Monthly Baseload.

Gas Consumed At or Over the Monthly Baseload - If Customer's natural gas consumption equals or exceeds Customer's Monthly Baseload in a given billing cycle, then FNG shall charge Customer and Customer shall pay FNG: (1) the Commodity Price for all therms consumed up to Customer's Monthly Baseload plus (2) the Additional Volume Price multiplied by each therm consumed in excess of Customer's Monthly Baseload.

Gas Consumed Below the Monthly Baseload - If Customer's natural gas consumption is less than Customer's Monthly Baseload in a given billing cycle, then FNG shall charge Customer and Customer shall pay FNG: (1) the Commodity Price for the full amount of Customer's Monthly Baseload minus (2) a billing credit in an amount equal to the number of therms consumed below Customer's Monthly Fixed Volume in that billing cycle multiplied by the Underuse Credit Rate.

Other Charges - Customer's invoices will also include, as applicable: (i) FNG interstate and intrastate fuel and transportation charges, which are volumetric charges associated with transporting natural gas to the LDC's city gate, plus the cost to satisfy the LDC's gas retainage requirement; (ii) an FNG customer service or monthly plan charge, which is a charge for FNG's cost of maintaining and servicing Customer's account; (iii) if applicable, an FNG Signature Service Charge for Customer-selected services separate and additional to the standard price plan offering, which may be either a one-time assessment or recurring charge and either a fixed or volumetric charge (including, but not limited to, FNG's Bundled Bill Addendum); and (iv) applicable taxes, fees and other charges such as connection charges and late fees. During a renewal term, FNG shall charge Customer and Customer shall pay FNG the renewal price specified in the Agreement for all therms consumed by Customer in each billing cycle. The LDC will bill Customer separately for the LDC's charges unless otherwise specified in the Agreement. FNG shall determine the amount of therms to bill Customer in a given billing month by applying the applicable Commodity Price to Customer's actual metered burn and converting it utilizing the LDC's factors for reconciliation with the Monthly Baseload volumes FNG delivered to the LDC's city gate. All natural gas under this Agreement is sold at the LDC's city gate and not at Customer's meter. All pricing is calculated as of the end meter read date for the applicable Customer billing cycle. If the difference between the amount FNG delivered to the LDC city gate and the amount Customer took at Customer's meter differs by more than the LDC's retainage rate, then FNG shall bill Customer for any shortfall at the Additional Volume Price.

Balancing - Unless otherwise specified by Customer to FNG, FNG shall allocate Customer's Monthly Baseload on a daily basis pro rata across all days of the applicable calendar month ("Customer's Daily Pro Rata Volume"). Customer will make a good faith effort to forecast its daily gas requirements and will notify FNG by at least 10am EST one business days before any anticipated change in its daily gas requirement of 10% or more (below or above) Customer's Daily Pro Rata Volume. Customer must provide to FNG all information the LDC requests to process nominations and nomination changes. For the avoidance of doubt, Customer acknowledges that Customer must pay for all gas Customer nominates and FNG delivers to the Delivery Point. FNG will use reasonable efforts to notify Customer of all LDC or Interstate Pipeline or operational flow orders (e.g. Alert Days) (each an "OFO Event"); provided, however, during an OFO Event, failure to receive notice pursuant to this section shall not excuse Customer from any charges or additional costs assessed hereunder or under the LDC tariff caused by Customer either (i) exceeding the LDC's designated maximum or minimum volume (as applicable) or (ii) exceeding the volumes nominated and accepted by the LDC for that day. For any volumes Customer takes in excess in the scenarios in the preceding sentence, FNG shall bill Customer for that incremental amount of gas and all charges associated with delivering that gas at FNG's pass-through costs. Customer may be subject to charges by the LDC, pursuant to the LDC's tariff, if Customer elects to take gas during an OFO Event.

Payment/Credit - FNG will invoice Customer on a monthly basis. Payment is due 30 days from the invoice date. A late charge of 1.5% per month (but no less than \$10) may be assessed for all payments not paid by the date due, in addition to any late fees that may be charged by the LDC. Customer authorizes FNG to periodically make credit inquiries of others and to obtain credit reports with respect to Customer. Customer shall be liable for any collection agency fees, attorneys' fees (including in-house counsel fees), court costs, and all other costs of collecting outside balances. If Customer disputes an invoice, Customer must notify FNG in writing within thirty (30) days of the invoice date; if Customer does not raise a dispute within this time frame, Customer waives all right to do so. After giving written notice, Customer may withhold payment for the disputed portion of the invoice only.

Term and Termination - Upon the expiration of the Term (or any renewal term), the Agreement shall automatically renew as set forth in the Agreement under "Renewal," unless and until either party notifies the other party in writing at least 60 days in advance of the end of the Term or any such renewal term, as the case may be, of such party's intent for the Agreement not to renew. Notwithstanding the foregoing, FNG may stop service and/or terminate this Agreement for breach by giving written notice of termination to Customer and causing Customer's service to be transferred to the LDC, in addition to any other remedies FNG may have, and shall not be liable to Customer for any damages for failure to deliver, if: (1) there is a material adverse change in the business or financial condition of Customer (as determined by FNG in its discretion), (2) Customer fails to pay any invoice as provided herein, post any required security deposit or adequate assurance, or otherwise breaches this Agreement, (3) Customer sells or no longer occupies the underlying property with respect to any address/account set forth in the Agreement (a "Disposition"), unless the Agreement is assigned in whole to the new occupant of such property as set forth in "Miscellaneous" below, (4) Customer Discontinues Service (defined below) for any reason or (5) any agreement between Customer and the LDC is terminated for any reason. Customer shall be fully responsible and liable for providing FNG with reasonable advance written notice of a Disposition, and in any event no less than thirty (30) days, and shall be fully liable for all obligations, including without limitation payment for natural gas service, attributable to such address/account under this Agreement unless and until FNG has actually received a notice letter from Customer compliant with the requirements of this provision. Prior to initiation of any termination action for breach of this Agreement, FNG shall provide Customer with a written notice stating with specificity the alleged breach, obligation and term or condition that Customer failed to perform or comply with, and which states the steps FNG proposes Customer must take to cure the breach. Customer shall have a period of fifteen (15) days, from the date of receipt of the notice, to cure or remedy the breach, or to respond to FNG, with a written notice stating with specificity the disputed claims of breach. In the event the

parties are unable to resolve the dispute within ten (10) days of Customer's response, or if Customer fails to cure or remedy the breach within the fifteen (15) days cure period, then FNG shall be allowed to commence the breach termination actions set forth in this section. Customer shall be responsible for early termination charges for any Disposition, as set forth in the "Breach/Damages" section below. In the event of a partial termination under this section relating to a Disposition, the Agreement shall survive with respect to all other addresses/accounts governed by the Agreement, including without limitation the provisions of the "Breach/Damages" section. Upon any termination of this Agreement, where the addresses/accounts are not transferred to the LDC, the Customer shall remain liable for all costs for natural gas service billed by FNG and such obligation shall survive termination of the Agreement. The terms "Discontinue(s) Service" and "Discontinuation of Service" shall mean "burns no gas or less than ten percent of Customer's Default Monthly Baseload for three consecutive billing months. If FNG continues to be Customer's natural gas provider following such termination, the price for gas delivered after the date of such termination shall be the price specified in the Agreement under "Renewal." At any time after the initial Term, FNG may change Customer's pricing by providing Customer with prior notice of FNG's intent to change the price. Customer will then have 30 days after the date of such notice to terminate the Agreement without penalty or the change in pricing will become effective as provided in FNG's notice. Customer acknowledges that, in all events, whether upon initiation of service or expiration or termination of the Agreement, the LDC is responsible for transferring Customer's account to FNG or another gas marketer, as applicable, and FNG is not responsible for any delays in the transfer of Customer's account. The transfer of Customer's account to the LDC or another marketer will be subject to FNG's switch fee and any other charges that the LDC or such other gas marketer may charge. If this Agreement is terminated for any reason before the date the LDC switches Customer's service to another gas marketer, then, between the time this Agreement is terminated and the date the LDC switches Customer to another gas marketer, Customer shall have the same Commodity Price as if this Agreement not been terminated, and the terms and conditions of this Agreement shall survive with respect to such gas service. Customer's failure to comply with the LDC tariff or the terms of any agreement Customer has with the LDC shall constitute breach of this Agreement and FNG shall have the right to terminate this Agreement upon 15 days prior written notice of such breach. Customer shall have 10 days from the date Customer received the notice to cure the breach, if cure is possible.

Tax – Customer is liable for and shall pay or reimburse FNG, if FNG has paid, for all taxes applicable to the gas sold hereunder including, but not limited to, any state and/or local: (i) gas revenue tax, (ii) gas use tax, (iii) utility tax, (iv) sales and use tax, (v) consumption tax, (vi) franchise tax, (vii) gross receipts tax, (viii) gross revenue tax, and (ix) excise tax. Customer shall indemnify, defend and hold harmless FNG from all liability against all such taxes. If Customer is tax exempt, Customer shall furnish FNG a certificate of tax exemption or other written documentation of exempt status acceptable to FNG.

Meter Reading/Title –The LDC is responsible for delivery of natural gas from the LDC's city gate to Customer's premises. Under applicable rules of the Florida Public Service Commission (the "FPSC"), the LDC is responsible for reading Customer's meter. FNG is not responsible for delayed or inaccurate meter readings. If Customer's meter fails to accurately record Customer's gas consumption, then FNG has the right, in its discretion, to bill Customer based on estimated consumption. FNG has the additional right, in its discretion, to rebill Customer based on LDC meter read errors. If no meter reading is received from the LDC for a billing cycle, then FNG's bill for such period may reflect zero gas consumption or FNG may not invoice Customer for such period and the gas charge for such period will appear on a subsequent invoice after FNG receives a valid meter reading from the LDC. Title to the natural gas sold hereunder shall pass from FNG to Customer at the LDC's city gate. FNG shall have no liability or responsibility to Customer for the delivery of the gas after FNG has delivered the gas to the LDC's city gate.

Breach/Damages – Customer acknowledges that Customer is agreeing to purchase natural gas for the entire Term (or any renewal term) and that it will be a breach of the Agreement by Customer if a Disposition occurs or Customer Discontinues Service from FNG prior to the end of the Term (or any renewal term) or if FNG terminates the Agreement or terminates natural gas service for breach. Customer further acknowledges that FNG will suffer damages if Customer breaches the Agreement. To compensate FNG for the damages it estimates it will suffer, Customer agrees that if Customer Discontinues Service from FNG prior to the end of the Term (or any renewal term), or if FNG terminates the Agreement or terminates natural gas service for breach, including in connection with a Disposition, then Customer shall pay FNG an Early Termination Charge (defined below) in addition to any other applicable charges. The "Early Termination Charge" shall be determined as of the date of the termination of the Agreement or natural gas service (as determined by FNG in its sole discretion), as follows: (i) for all volumes purchased at a Fixed Price, an amount equal to (A) the aggregate of Customer's Monthly Fixed Price Volume set forth on the first page for each of the months (or portions thereof) remaining in the Term multiplied by (B) the difference between the Fixed Price under the Agreement and 90% of the prevailing NYMEX Strip Price; and (ii) if Customer elected to purchase gas at an Index Price, in an amount equal to \$500 per meter if the Agreement or natural gas service is terminated six months or more prior to the end of the Term, and \$250 per meter if the Agreement or natural gas service is terminated fewer than six months prior to the end of the Term. If Customer purchased gas at both FNG's Fixed Price and Market Index Price then Customer shall pay the greater Early Termination Charge of the two.

Force Majeure – FNG shall be excused for delay or suspension in performance of the Agreement and shall not be held liable for such delay or suspension in the event of "force majeure." The term "force majeure" means an event that was not within the reasonable control of FNG or the LDC. Events of force majeure include, without limitation by enumeration, acts of God, earthquakes, epidemics, fires, floods, hurricanes, landslides, lightning, storms, washouts, freezing of wells or lines of pipe used to supply the gas under this Agreement and other similar natural calamities, criminal acts, wars, terrorism, blockades, insurrections, riots, civil disturbances and arrests, strikes, lockouts or other industrial disturbances, explosions, breakage, outages, accidents to wells, equipment, facilities or lines of pipe used to enable FNG to deliver or Customer to receive gas under this Agreement, pipeline curtailment, events of force majeure declared by the LDC, interstate pipelines or suppliers, and imposition by a regulatory agency, court or other governmental authority of laws, conditions, limitations, orders, rules or regulations that prevent or prohibit performance under this Agreement. If FNG determines to perform this Agreement in the event of force majeure, then FNG may pass through to Customer any incremental costs incurred by FNG as a result of such force majeure event unless Customer elects to not consume natural gas during the force majeure event.

Confidentiality – Customer agrees that this Agreement contains commercially sensitive information. Customer shall not disclose the terms of this Agreement (including but not limited to the price paid for gas, the quantities of gas purchased, and all other material terms of this Agreement) to any third party, or any employee without a need to know, without the prior written consent of FNG, for so long as the Agreement remains in effect and for a period of two years following termination of the Agreement.

Limits of Liability – FNG MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN

THIS AGREEMENT, AND FNG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. FNG SHALL NOT BE LIABLE UNDER TORT, CONTRACT, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY FOR: (I) INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES AND (II) DAMAGE, DESTRUCTION, LOSS OR LOSS OF USE OF PROPERTY, LOST PROFITS, OR BODILY INJURY OR DEATH CAUSED BY OR ARISING OUT OF THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE MAINTENANCE AND OPERATION OF, AND FULL LIABILITY FOR THE IMPROPER MAINTENANCE AND OPERATION OF, THE FACILITIES OWNED OR OPERATED BY CUSTOMER. UNDER NO CIRCUMSTANCES SHALL FNG BE LIABLE FOR ANY DAMAGES, INCLUDING THOSE ARISING FROM THE NEGLIGENCE OF FNG, IN EXCESS OF THE AMOUNTS PAID TO FNG BY CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

Indemnification – Customer agrees to protect and hold harmless FNG, its subsidiaries, affiliated companies and members, and its and their officers, directors, employees, and agents from any and all claims, demands, actions, causes of action, suits, damages, loss and expenses of any kind or nature related to the purchase, receipt and use of natural gas by Customer under this Agreement.

Notices and Other Communications – Any notice or other communication required or permitted under the Agreement shall be (i) delivered in person, (ii) sent by overnight courier service, (iii) sent by United States mail, or (iv) sent by confirmed facsimile or email delivery. If to FNG, such notice shall be sent to FNG Commercial Sales, 817 W. Peachtree Street, NW, Suite 1000, Atlanta, Georgia 30308, facsimile number (404) 685-4019, email sales@onlyfng.com, and in the case of Customer, notice shall be provided to City Manager, 11 North Third Street, Jacksonville Beach, FL 32250, with Copies to City Attorney, 11 North Third Street, Jacksonville Beach, FL 32250, and Director, Beaches Energy Services, 1460 Shelter Avenue, Jacksonville Beach, FL 32250. Email addresses Michael J. Staffopoulos, City Manager - mstaffopoulos@jaxbchfl.net; Chris Ambrosio, City Attorney – cambrosio@jaxbchfl.net; Allen Putnam Director BES, aputnam@beachesenergy.com. Notices or communications so made shall be effective on the date of personal delivery or delivery by such overnight courier service, three days after mailing or on the date of confirmed facsimile or email delivery.

Miscellaneous – If Customer receives individual transportation service pursuant to an interruptible rate schedule, then neither the LDC nor FNG makes any guarantee against, and neither the LDC nor FNG assumes any liability for, interruption of service. Customer agrees to deliver, within 5 days of executing this Agreement, copies of all contracts then in effect between the Customer and the LDC. The Agreement shall be interpreted in accordance with the laws of the State of Florida and is subject to any applicable rules of the FPSC and to the applicable provisions and rules of the LDC's tariff and the rates and tariffs of the interstate pipelines. Changes in the laws, rules, regulations, rates or tariffs applicable to this Agreement, including without limitation any change in law, rule, regulation, tariff or practice that is binding on FNG and materially and adversely affects FNG's ability to perform its obligations hereunder, may necessitate the modification of one or more provisions of this Agreement, including those relating to fees or charges, and FNG reserves the right to make any such modifications and FNG shall provide Customer 15 days' notice of any such modifications. If either (i) an index price used in this Agreement is no longer published, or (ii) a new index is published that is more representative than an existing index price used in this Agreement of (more proximate to) the receipt and delivery points, then FNG may provide 15 days' notice of a corresponding modification to one or more provisions of this Agreement with such replacement index. FNG may also modify these Terms and Conditions of Service for Commercial Customers in its discretion upon 45 days' notice to Customer. Otherwise, the Terms and Conditions of this Agreement may be modified by mutual agreement between FNG and Customer, in the form of a written amendment to be executed by both parties. In addition, if the LDC or any interstate pipeline makes any change in its operating practices, including changes to FNG's ability to segment capacity, that is binding on FNG and materially and adversely affects FNG's ability to perform its obligations hereunder, then FNG may provide Customer with an amendment to this Agreement or propose other appropriate action to restore each party, as closely as possible, to its same position as prior to such change. If the parties are unable to come to an agreement on the proposed resolution within five (5) business days after such notice, then at the written election of either party, this Agreement will terminate within two (2) business days after such election, provided, Customer shall remain liable for all early termination charges specified in the Breach/Damages section of this Agreement for termination by either party under this provision of the Agreement. Neither a waiver by FNG of any breach nor a failure by FNG to enforce any of the terms and conditions of this Agreement at any time shall in any way affect, limit or waive FNG's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement. This Agreement constitutes the entire agreement between the parties, and all prior agreements, understandings, obligations or statements by and between the parties concerning the subject matter hereof will be merged into and be superseded by this Agreement and shall be of no further force and effect. FNG shall have the right to assign the Agreement to another authorized natural gas marketer upon ten days' notice to Customer. Customer may not assign the Agreement without FNG's prior written consent, which shall not be unreasonably withheld. The parties agree that any action, suit or proceeding arising out of or relating to the Agreement shall be filed only in State or Federal Courts in Duval County, Florida and each party hereby consents to the personal jurisdiction of any such courts and waives any right to object to venue in such courts.

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

Re: Rio Pointe Final Plat, Replat of a part of the Castro Y. Ferrer Grant, Section 38, Township 2 South, Range 2 East (2115 12th Avenue N.)

Date: May 22, 2020

BACKGROUND

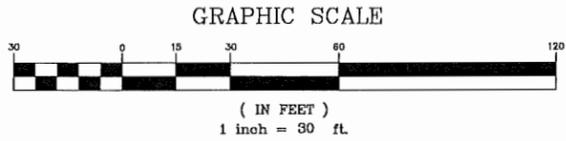
The applicant has applied to subdivide property that is currently being redeveloped into 10 single-family residential lots. The subject property is located on the north side of 12th Avenue North, west of Pinewood Road in the Ocean Forest neighborhood. The property contains over two and a half acres, and was previously used as a private child day care center since 1999, and prior to that time as a church. The new owners are redeveloping the subject property into a ten lot single-family subdivision under the Residential, single-family: RS-2 zoning standards.

The proposed ten lot subdivision is consistent with the existing single-family uses surrounding the property, and, as shown, meets the RS-2 zoning standards. The project received Concept Plan for Plat approval from the Planning Commission in July of 2019, and has also received Development Plan approval. On-site privately maintained stormwater retention is planned for the southeast corner of the property. Adjacent uses include single-family properties and a City-maintained drainage ditch to the north and east.

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

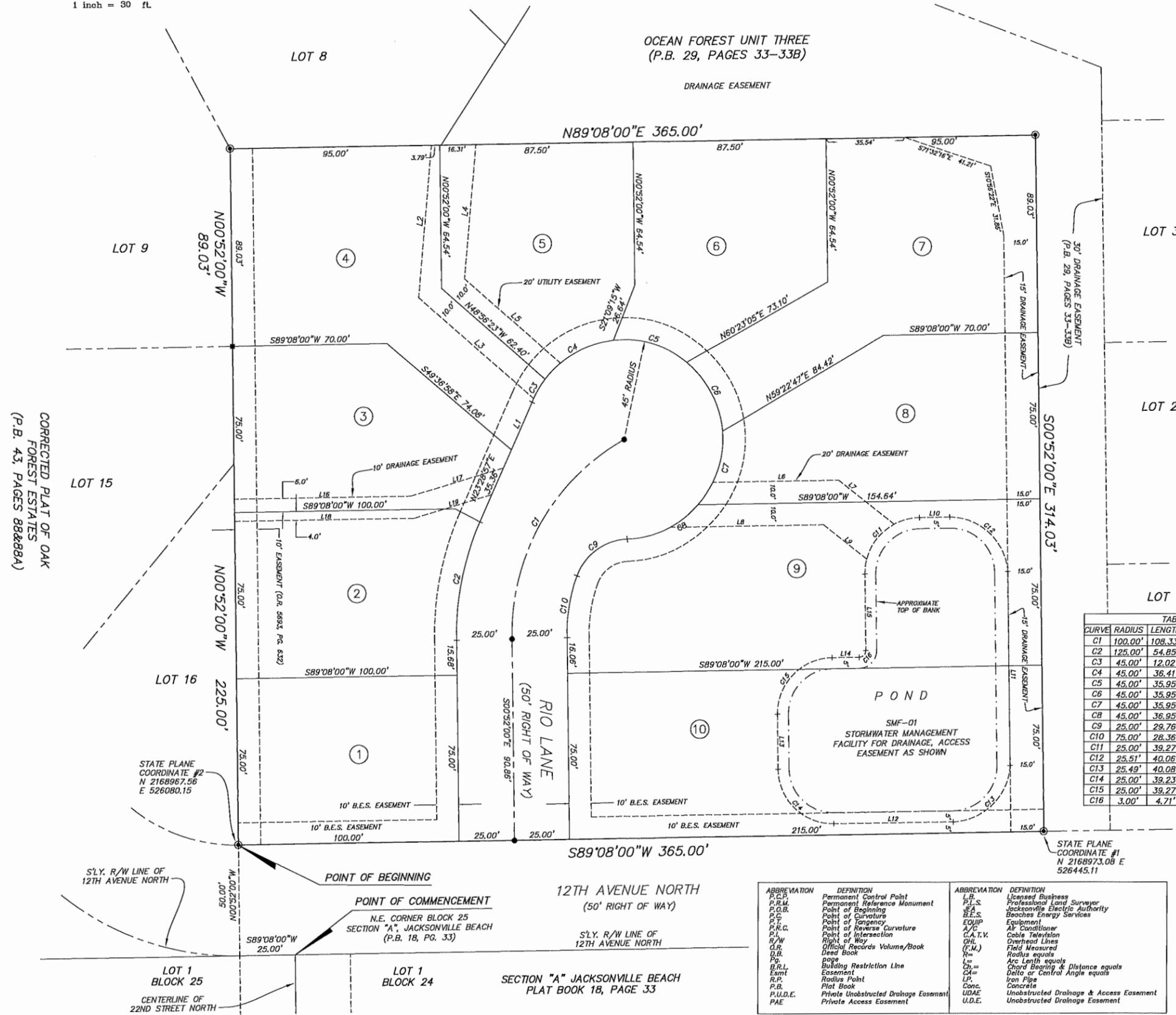
Approve/Disapprove the attached Final Plat for the Rio Pointe subdivision, a Replat of a part of the Castro Y. Ferrer Grant, Section 38, Township 2 South, Range 2 East (2115 12th Avenue N.)



RIO POINTE

A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH,
RANGE 29 EAST, JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA

SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR NOTES)



LINE TABLE

LINE	BEARING	DISTANCE
L1	N23°28'57"E	23.40'
L2	N04°40'22"E	68.92'
L3	N48°56'23"W	69.27'
L4	S04°40'22"W	60.75'
L5	S48°56'23"E	57.81'
L6	N89°08'00"E	56.78'
L7	S51°46'23"E	32.16'
L8	N89°08'00"E	69.38'
L9	S51°46'23"E	25.06'
L10	N89°08'00"E	13.64'
L11	S00°52'00"E	87.49'
L12	S89°13'47"W	54.00'
L13	N00°52'00"W	24.90'
L14	N89°08'00"E	12.36'
L15	N00°52'00"W	34.50'
L16	N89°08'00"E	79.84'
L17	N73°11'19"E	43.89'
L18	S89°08'00"W	81.24'
L19	S73°11'19"W	36.81'

TABULATED CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	100.00'	108.33'	S29°18'07"W	103.11'	62°04'14"
C2	125.00'	54.85'	S10°55'41"W	54.41'	25°08'22"
C3	45.00'	12.02'	S29°37'22"W	11.99'	15°18'24"
C4	45.00'	36.41'	S60°27'29"W	35.43'	46°21'51"
C5	45.00'	35.95'	N73°28'28"W	35.00'	45°46'15"
C6	45.00'	35.95'	N27°42'13"W	35.00'	45°46'15"
C7	45.00'	35.95'	N18°04'01"E	35.00'	45°46'15"
C8	45.00'	36.95'	N64°28'30"E	35.92'	47°02'43"
C9	25.00'	29.76'	S53°53'59"W	28.03'	68°11'47"
C10	75.00'	28.36'	S08°58'01"W	28.20'	21°40'08"
C11	25.00'	39.27'	S44°08'00"W	35.36'	90°00'00"
C12	25.51'	40.06'	N45°52'00"W	36.07'	90°00'00"
C13	25.49'	40.08'	N44°10'53"E	36.08'	90°05'47"
C14	25.00'	39.23'	S45°49'07"E	35.33'	89°54'13"
C15	25.00'	39.27'	S44°08'00"W	35.36'	90°00'00"
C16	3.00'	4.71'	N44°08'00"E	4.24'	90°00'00"

CORRECTED PLAT OF OAK FOREST ESTATES (P.B. 43, PAGES 88&88A)

STATE PLANE COORDINATE #2
N 2168967.56
E 526080.15

STATE PLANE COORDINATE #1
N 2168973.08 E
526445.11

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	P.L.S.	Professional Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	B.E.S.	Beach Energy Services
P.T.	Point of Tangency	EQUIP	Equipment
P.R.C.	Point of Reverse Curvature	A/O	Air Conditioner
P.I.	Point of Intersection	C.A.T.V.	Cable Television
R/W	Right of Way	O.H.L.	Overhead Lines
O.R.	Official Records Volume/Book	R.M.	Radius
D.B.	Deed Book	(C.M.)	Field Measured
Pg.	Page	R.A.	Radius equals
B.R.L.	Building Restriction Line	Chord Bearing & Distance equals	
Easmt	Easement	CA=	Delta or Central Angle equals
R.P.	Radius Point	Iron Pipe	
P.B.	Plat Book	Conc.	Concrete
P.U.D.E.	Private Unobstructed Drainage Easement	U.D.A.E.	Unobstructed Drainage & Access Easement
PAE	Private Access Easement	U.D.E.	Unobstructed Drainage Easement

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
FAX (904) 721-5758
TELEPHONE (904) 721-1228

CAPTION:

A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF BLOCK 25, SECTION "A" JACKSONVILLE BEACH, AS RECORDED IN PLAT BOOK 18, PAGE 33 OF THE PUBLIC RECORDS OF SAID DUVAL COUNTY, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TWELFTH (12TH) AVENUE NORTH AT THE CENTERLINE OF 22ND STREET NORTH; THENCE SOUTH 89°08'00" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 1 OF SAID BLOCK 25, SECTION "A" JACKSONVILLE BEACH, SAID NORTHEASTERLY CORNER BEING THE SAME AS THE SOUTHEASTERLY CORNER OF THE CORRECTED PLAT OF OAK FOREST ESTATES, AS RECORDED IN PLAT BOOK 43, PAGES 88 AND 88A OF THE AFORESAID PUBLIC RECORDS; THENCE NORTH 00°52'00" WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID CORRECTED PLAT OF OAK FOREST ESTATES, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TWELFTH (12TH) AVENUE NORTH AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°52'00" WEST, ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 225.00 FEET TO THE NORTHEASTERLY CORNER OF SAID CORRECTED PLAT OF OAK FOREST ESTATES, SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE PLAT OF OCEAN FOREST UNIT THREE, AS RECORDED IN PLAT BOOK 29, PAGES 33, 33A AND 33B OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE NORTHERLY, EASTERLY AND SOUTHERLY ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING THREE COURSES; 1) NORTH 00°52'00" WEST A DISTANCE OF 89.03 FEET; 2) NORTH 89°08'00" EAST A DISTANCE OF 365.00 FEET; 3) SOUTH 00°52'00" EAST A DISTANCE OF 314.03 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF TWELFTH (12TH) AVENUE NORTH; THENCE SOUTH 89°08'00" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 365.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 2.63 ACRES, MORE OR LESS.

NOTES:

- 1) Denotes Permanent Reference Monument Set P.L.S. No. 5843.
2) Denotes Permanent Reference Monument Found As Noted.
3) Denotes Set Permanent Control Point
4) Bearing reference: S89°08'00"W for the Southerly line of deed of record.
5) Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other form of the plat, whether graphic or digital.
6) The lands platted herein appear to lie within Flood Zones "X" as depicted on Flood Insurance Rate Maps, Community Panel No. 120078-0416J, dated November 11, 2018.
7) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and dedication of cable television services, provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility.
8) Current law provides that no construction, filling, removal of earth, cutting of trees or other plants shall take place waterward of the Jurisdictional Wetland Lines as depicted on this plat without the written approval of Duval County and other regulatory agencies with jurisdiction over such wetlands.
9) Coordinates shown as State Plane Coord. #1 and #2 refer to North American Datum NAD 83/90 State Plane Coordinates for the State of Florida, East Zone in U.S. survey feet and decimals thereof.

SURVEYOR'S CERTIFICATE

This is to certify that the above plat is a true and correct representation of the lands surveyed, platted and described above, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all of the requirements of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been monumented in accordance with Chapter 177.091 F. S., Chapter 5J-17 F. A. C. and Section 654.110 Ordinance Code of the City of Jacksonville.

Signed and Sealed this ___ day of ___, 2020.

William J. Melrose
Florida Registered Land Surveyor
and Mapper Certificate No. 5843
L.B. No. 8295

RIO POINTE

A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA

ADOPTION AND DEDICATION

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

ALL RIGHTS OF WAY SHOWN HEREON AS RIO LANE ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION.

THE STORMWATER MANAGEMENT FACILITY 1 & DRAINAGE EASEMENTS ARE HEREBY IRREVOCABLY DEDICATED TO THE RIO POINTE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

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

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

IN WITNESS THEREOF, OWNERS HAVE EXECUTED THIS PLAT ON THE ___ DAY OF ___, 2020.

OSSI CONTRACTING LLC

By: OSSI CONTRACTING, LLC
Jack N. Ossl Jr., as its Managing Member
Witness: (Signature)
(Print name)

Witness: (Signature)
(Print name)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of ___, 2020 by Jack N. Ossl Jr., Managing Member of Ossl Contracting LLC, on behalf of the company. He is personally known to me or has produced a driver's license as identification.

Notary Public State of Florida
Name: ___ My Commission Expires: ___
My Commission Number is: ___

CONSENT AND JOINDER FOR HOMEOWNERS' ASSOCIATION

The undersigned hereby joins and consents to the dedications by the Owner of the lands described in the Adoption and Dedication section herein.

RIO POINTE HOMEOWNERS' ASSOCIATION, INC.
a Florida limited liability company

Rio Pointe Homeowners' Association, Inc.
By: ___, as its President
Witness: (Signature)
(Print name)

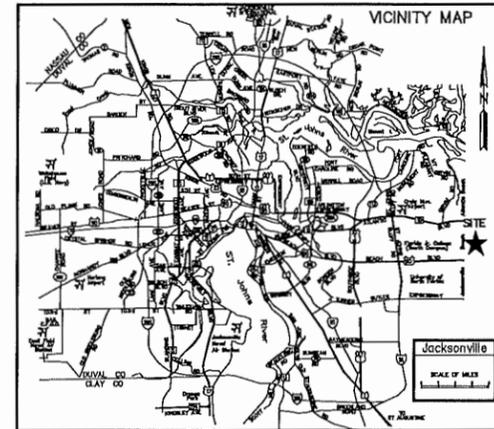
Witness: (Signature)
(Print name)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of ___, 2020 by ___, President of Rio Pointe Homeowners' Association, Inc., on behalf of the company. He is personally known to me or has produced a driver's license as identification.

Notary Public State of Florida
Name: ___ My Commission Expires: ___
My Commission Number is: ___

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR LEGEND)



MORTGAGEE CONSENT AND JOINDER

Rio Pointe Investment, LLC
a Florida limited liability company

The undersigned hereby certifies that it is the holder of the mortgage, lien or other encumbrance recorded in Official Records Book 19092, Page 1201, Public Records of Duval County, Florida, and all modifications thereto ("Mortgage"), encumbering the lands described in the caption hereon. The undersigned hereby joins and consents to the dedications by the Owner of the lands described in the adoption and dedication section herein, and agrees that the mortgage shall be subordinated to said dedications.

WITNESS: ___
PRINT OR TYPE NAME: David R. Repass, Manager
Rio Pointe Investment, LLC
a Florida limited liability company

WITNESS: ___
PRINT OR TYPE NAME: ___

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of ___, 2020 by David R. Repass, Manager of Rio Pointe Investment, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

Notary Public State of Florida
Name: ___
My Commission Expires: ___
My Commission Number is: ___

APPROVED FOR THE RECORD

This is to certify that this plat has been examined, accepted and approved by the City of Jacksonville Beach, Duval County, Florida.

By: William C. Latham, Mayor
Date: ___
By: Laurie Scott, City Clerk
Date: ___

CLERK'S CERTIFICATE

This is to certify that this plat has been examined and approved by the City of Jacksonville, Duval County, Florida, and submitted to me for recording and is recorded in Plat Book ___, Pages ___ of the current Public Records of Duval County, Florida, this ___ day of ___, 2020.

By: Ronnie Fussell, Clerk of the Circuit Court

By: ___
Deputy Clerk

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this ___ day of ___, 2020.

Harlo Everett, P.L.S.
Professional Land Surveyor Number 3287

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
FAX (904) 721-5759
TELEPHONE (904) 721-1226

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6274
Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor and City Council
FROM: Michael Staffopoulos, City Manager
SUBJECT: July 4 Fireworks
DATE: May 26, 2020

ACTION REQUESTED

Develop a consensus on whether or not to hold a July 4 fireworks display in Jacksonville Beach.

BACKGROUND

The City of Jacksonville Beach has traditionally held a July 4 fireworks display for the benefit of its residents and the greater community. This year, however, finds the world in the middle of a pandemic, with a nationally declared health emergency, and State declared state of emergency due to the impact of COVID-19. The Governor has declared a state of emergency that does not expire until July 7, 2020. Mayor Curry has issued a state of emergency that expires on May 31, 2020 at which time Duval County will be covered under the State's declaration.

The State (as of this memo) is operating under Phase I protocols, which allows for partial re-opening of restaurant and retail establishments, while others remain closed. It is currently unknown as to:

- whether the Governor's declared state of emergency will be extended, or rescinded early;
- when the State may move to Phase II protocols,
- when social distancing and/or CDC guidelines will no longer be recommended or needed.

Holding the July 4 fireworks display poses some major issues:

Crowd Size and Police Control

With the cancellation of fireworks displays by many jurisdictions throughout the state, there may be a desire by some to travel to those remaining venues specifically to view fireworks. The City of Jacksonville Beach usually attracts tens



of thousands of visitors for this event; there is the possibility crowd size may increase. The larger the crowd, the more difficult it is for the Police Department to maintain control. Below is a list of jurisdictions with their intentions to proceed or cancel, as of May 26, 2020:

- City of Orlando – canceled; virtual fireworks through televised replay of previous event
- Flagler County – canceled
- City of Flagler Beach – canceled
- City of St. Augustine – unknown at this time
- City of Daytona Beach – canceled
- Naval Station Mayport – canceled
- City of Fernandina Beach – fireworks only / no vendors
- City of Orange Park – postponed until Labor Day
- City of Jacksonville – unknown at this time
- City of St. Marys (GA) – postponed until Shrimp Festival in October (through Kiwanis)
- City of Palatka – decision to be made by May 29, 2020

Social Distancing

There should be no expectations of the Police Department enforcing social distancing during such an event. The primary focus will be on maintaining control. Attempting to do both may result in doing neither effectively, and creating an environment unsafe for both visitors and officers.

RECOMMENDATION

Based on the aforementioned information, the City Manager recommends canceling the July 4 Fireworks display. There is the possibility that the City draws a high number of visitors (due to a lack of other fireworks displays), resulting in attendance larger than normal. July 4 is already considered a major police response event due to the number of attendants. Attendance larger than normal will not be manageable for social distancing, and will set the wrong example for the public.

The City is also exploring the option of moving the fireworks display to another point in time prior to the end of the fiscal year. One option would be to have a Labor Day weekend fireworks display (September 5, 6 or 7). This would provide approximately 60 days to evaluate what progress has been made in reopening the State, and determine if the City is in a position to host such an event for the public.

City of
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MEMORANDUM

TO: Mayor and City Council
FROM: Michael Staffopoulos, City Manager
SUBJECT: Future Council Meetings
DATE: May 26, 2020

ACTION REQUESTED

Develop a consensus on dates and formats for future Council Meetings and Briefings.

BACKGROUND

The City has been operating in a modified fashion since the onset of the COVID-19 pandemic. In response to the Governor's Executive Orders relaxing restrictions on in-person meetings and the use of Communications Media Technology (CMT), the City has been holding virtual Council meetings and briefings. Additionally, the meetings and briefings have been held on alternating Mondays, as opposed to the same Mondays, to reduce the impact on staff to manage such meetings.

The State is currently in Phase I of re-opening, allowing most businesses to reopen in some capacity with social distancing guidelines. Additionally, City boards are in the process of establishing procedures and dates for reconvening in a public format. Meetings tentatively set so far include:

- June 8, 2020 - Planning Commission meeting
- June 16, 2020 - Board of Adjustment meeting
- June 17, 2020 - Special Magistrate training (closed to public)
- June 24, 2020 - Special Magistrate meeting

RECOMMENDATION

Based on the aforementioned information, and current progress in Phase I reopening, the City Manager recommends the following:

- June 8, 2020 - hold a virtual Council briefing (6:00 pm start)
- June 15, 2020 - hold an in-person, hybrid Council meeting (7:00 pm start)
- June 22, 2020 - hold a virtual Council briefing (6:00 pm start)



- July 6, 2020 - July 4th weekend – NO MEETINGS
- July 20, 2020 - hold an in-person Council briefing (5:30 pm start), followed by an in-person, hybrid Council meeting (7:00 pm start)

Note: In-person meetings would be conducted with social distancing; public input for meetings would include CMT, unless the Executive Order allowing such expires.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael Staffopoulos, City Manager
FROM: Ashlie Gossett, Chief Financial Officer
SUBJECT: Ordinance Number 2020-8142 amending Chapter 30, Article III, Sec. 30-34(a) "Additional Homestead Exemptions" to increase the low-income senior exemption from \$25,000.00 to \$50,000.00.
(Second reading)
DATE: May 26, 2020

BACKGROUND

Florida Statute §196.075(2) authorizes a property tax additional homestead exemption for limited income homesteaded senior citizens who meet certain criteria. Municipalities may grant this additional exemption by ordinance. The City Council adopted Ordinances 2000-7787 (April 3, 2000), and 2015-8066 (January 19, 2016), authorizing an additional homestead exemption of \$25,000.00 for any person who:

- Has the legal or equitable title to real estate, and
- Maintains thereon the permanent residence of the owner, and
- Has attained the age of 65, and
- Whose household income meets the limited income requirements prescribed in Florida Statute §196.075 (the limitation for 2020 is \$30,172).

Since the time the City first adopted the additional exemption, the State raised the maximum allowable amount to \$50,000.00. On March 12, 2020, the City of Jacksonville adopted an ordinance raising its low-income senior exemption from \$25,000.00 to \$50,000.00, and has asked the beach communities to consider doing the same.

The Duval County Property Appraiser's Office estimates that the additional \$25,000.00 exemption would apply to 104 senior-owned properties and would reduce the City's property tax collections in 2020 by \$10,014.37 based on the current in-progress 2020 tax roll.

On May 18, 2020, the City Council approved the first reading of the proposed Ordinance No. 2020-8142.



Memorandum
Ordinance Number 2020-8142
May 26, 2020

Page 2

REQUESTED ACTION

Adopt/Deny Ordinance Number 2020-8142, to amend City Code of Ordinances Sec. 30-34(a) to increase the low-income senior additional homestead exemption from \$25,000.00 to \$50,000.00.

Introduced by: _____

1st Reading: _____

2nd Reading: _____

ORDINANCE NO. 2020-8142

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 30, ARTICLE III, SECTION 30-34(a) (ADDITIONAL HOMESTEAD EXEMPTIONS AUTHORIZED) OF THE CITY CODE OF ORDINANCES, TO INCREASE THE AMOUNT OF ADDITIONAL HOMESTEAD EXEMPTION FOR LOW INCOME PERSONS AGE 65 YEARS AND OVER FROM \$25,000.00 TO \$50,000.00 CONSISTENT WITH STATE LAW; DIRECTING THE CLERK TO PROVIDE A COPY OF THIS ORDINANCE UPON COUNCIL APPROVAL TO THE DUVAL COUNTY PROPERTY APPRAISER; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VII, Section 6(d), Florida Constitution, and Section 196.075, Florida Statutes, the City of Jacksonville Beach (“City”) Code of Ordinances Sec. 30-34(a) authorizes an additional homestead exemption of twenty-five thousand dollars (\$25,000.00) for any person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained the age of sixty-five (65) and whose household income does not exceed the income limitation prescribed in Section 196.075, Florida Statutes; and

WHEREAS, Article VII, Section 6(d), Florida Constitution, authorizes the State Legislature to enact a general law allowing local governments, for the purpose of their respective tax levies, to grant additional homestead exemptions; and

WHEREAS, Section 196.075(2), Florida Statutes, implementing Article VII, Section 6(d), Florida Constitution, allows for two additional homestead exemptions for low income seniors, and it authorizes the governing authority of any municipality to adopt an ordinance to allow either or both of the additional homestead exemptions; and

WHEREAS, Section 196.075(2)(a), Florida Statutes, allows an additional homestead exemption up to \$50,000.00 for a person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65, and whose household income does not exceed \$20,000.00; and

WHEREAS, Section 196.075(1)(b), Florida Statutes, defines “household income” as the adjusted gross income, as defined in Section 62 of the United States Internal Revenue Code (26 U.S.C.A. §62), of all members of a household; and

WHEREAS, pursuant to Section 196.075(3), Florida Statutes, the \$20,000.00 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-

price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor; and

WHEREAS, pursuant to Section 196.075(4)(b), Florida Statutes, the City Council specifies that the additional homestead exemption granted by this Ordinance applies only to taxes levied by the City; and

WHEREAS, pursuant to Section 196.075(4)(c), Florida Statutes, this Ordinance increases the additional homestead exemption allowed in the City Code of Ordinances Section 30-34(a), from \$25,000.00 to \$50,000.00 consistent with and as authorized by the provisions and limitations of Article VII, Section 6(d), Florida Constitution, and Section 196.075(2)(a), Florida Statutes; and

WHEREAS, pursuant to Section 196.075(4)(d), Florida Statutes, a taxpayer claiming the additional homestead exemption authorized by this Ordinance must annually submit to the property appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Department of Revenue; and

WHEREAS, pursuant to Section 196.075(6), Florida Statutes, the City Clerk shall deliver a copy of this Ordinance, when adopted by City Council, to the Duval County Property Appraiser no later than December 1, 2020, and that the exemption authorized by this Ordinance shall be effective in the 2021 tax year.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct and made a part of this Ordinance.

SECTION 2. THAT SECTION 30-34(a) OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS¹:

Sec. 30-34. - Additional homestead exemptions authorized.

- (a) Commencing January 1, ~~2001~~ 2021, and annually thereafter, pursuant to Article VII, § 6(d), Florida Constitution, and § 196.075(2)(a), Florida Statutes, an additional homestead exemption of ~~twenty-five~~ fifty thousand dollars (~~\$25,000.00~~ \$50,000.00) is hereby authorized for any person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained the age of sixty-five (65) and whose household income does not exceed the income limitation prescribed in § 196.075, Florida Statutes.

SECTION 3. CONFLICTING ORDINANCES AND RESOLUTIONS. All Ordinances and Resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

¹ Additions are indicated with underline text, deletions are indicated with ~~strike through~~ text.

SECTION 4. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. DIRECTION TO CITY CLERK. The City Clerk is directed to deliver a true and correct certified copy of this Ordinance to the Duval County Property Appraiser's Office as soon as practicable, but no later than December 1, 2020.

SECTION 6. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

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

William C. Latham, Mayor

Laurie Scott, City Clerk

City of

Jacksonville Beach

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MEMORANDUM

To: Mike Staffopoulos, City Manager

From: Heather Ireland, Senior Planner

Re: Ordinance 2020-8144, adopting text amendments to the City of Jacksonville Beach 2030 Comprehensive Plan to add objectives and policies to the Coastal Management Element to meet “Peril of Flood” requirements of Florida Statutes.

Date: May 22, 2020

BACKGROUND

In September of 2019, the City of Jacksonville Beach was awarded a grant from the Florida Department of Environmental Protection (FDEP) to analyze the City’s vulnerability to sea level rise, spring tides, and storm surge. The City contracted with a consultant to carry out the grant requirements of conducting the technical analysis, summarizing the results, and identifying potential policy implications.

The grant project involved gathering data from different sources and modeling the impacts over time of sea level rise, spring tide, storm surge, and collective events, such as sea level rise combined with storm surge. The modeling results were joined with parcel data, future land use, structure values, habitats, and major infrastructure to identify potential future vulnerability. Additional work involved evaluating potential options to mitigate or reduce the impacts from sea level rise and prepare comprehensive plan amendments to address the “Peril of Flood” requirements of Florida Statutes 163.3178(2)(f).

New objectives and policies were proposed for addition under Goal CM.3 of the Coastal Management Element of the 2030 Comprehensive Plan. Florida Statutes 163.3178(2)(f) states that the Coastal Management Element of a Comprehensive Plan must contain a redevelopment component that outlines principles that must be used to address and eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.

The City hosted two public workshops related to the grant. The first public workshop was held on December 19, 2019 to present the findings and obtain public input. The second public workshop was held on February 24, 2020 to discuss the proposed amendments and obtain additional public input.



The Planning Commission, serving as the City's Land Planning Agency (LPA), considered the proposed amendments at their meeting on March 9, 2020. After some discussion, the Planning Commission recommended one addition to the proposed Comprehensive Plan amendments, and then unanimously voted to recommend approval by City Council to transmit the proposed amendments to the State of Florida Department of Economic Opportunity for review.

On April 6, 2020, City Council voted to transmit the proposed amendments to State reviewing agencies via Resolution No. 2057-2020. On April 8, 2020, the amendment package was sent out for review and comments have now been received from reviewing agencies. The City did not receive any objections to the proposed amendments, nor were any adverse impacts of the proposed amendments identified. Based on a technical assistance comment from the Department of Economic Opportunity, clarifying language was added to Policy CM3.4.2 (the recommended addition is in red and underlined).

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8144, adopting text amendments to the Jacksonville Beach 2030 Comprehensive Plan, related to the "Peril of Flood" requirements of Florida Statutes.

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

ORDINANCE NO. 2020-8144

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING AMENDMENTS TO THE JACKSONVILLE BEACH 2030 COMPREHENSIVE PLAN COASTAL MANAGEMENT ELEMENT TO ADOPT NEW POLICIES AND OBJECTIVES TO MEET THE PERIL OF FLOOD REQUIREMENTS OF SECTION 163.3178(2)(f), FLORIDA STATUTES, PROVIDING DIRECTIONS TO THE PLANNING AND DEVELOPMENT DEPARTMENT; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (“City”) City Council adopted a Comprehensive Plan for the City by Ordinance No. 7474; and

WHEREAS, pursuant to Section 163.3178(2)(f), Florida Statutes, the City is required to amend the adopted Comprehensive Plan Coastal Management Element to include “Peril of Flood” policies that provide a redevelopment component that outlines principles that must be used to eliminate inappropriate and unsafe development in coastal areas when opportunities arise; and

WHEREAS, the City has initiated an amendment to the 2030 Comprehensive Plan in order to incorporate new objectives and policies to the Coastal Management Element of the Comprehensive Plan to meet the “Peril of Flood” requirements of Section 163.3178, Florida Statutes; and

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

WHEREAS, on March 9, 2020, the City Planning Commission, acting as the Local Planning Agency at an advertised public hearing, unanimously recommended transmittal of the proposed amendments in application PC#5-20, to the Florida Department of Community Affairs; and

WHEREAS, on April 6, 2020, the Jacksonville Beach City Council adopted Resolution No. 2057-2020, tentatively approving the proposed amendment to the 2030 Comprehensive Plan, application PC#5-20, and authorized the transmittal of same for review by the Florida Department of Economic Opportunity (DEO) and other State agencies; and

WHEREAS, after receiving comments from the reviewing agencies, Section 163.3184(3)(c)1., Florida Statutes, requires a local government to hold a second public hearing on whether to adopt one or more comprehensive plan amendments; and

WHEREAS, the application has been reviewed and the changes proposed therein are deemed to be consistent with the overall adopted 2030 Comprehensive Plan, and the City has been instructed by the DEO that it may proceed with the adoption of the proposed Comprehensive Plan Text amendments.

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

SECTION 1. That the proposed amendments to the Coastal Management Element of the 2030 Comprehensive Plan, as set forth in “Exhibit A” to this Ordinance, are hereby approved.

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

SECTION 3. The Planning and Development Department is directed to transmit the comprehensive plan amendments as set forth in “Exhibit A”, as adopted by City Council, to all necessary and required agencies, in accordance with Florida law.

SECTION 4. This comprehensive plan amendment shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete.

AUTHENTICATED THIS _____ DAY OF _____, 2020.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

**Draft City of Jacksonville Beach
Comprehensive Plan Amendment
Responding to Peril of Flood Statutory Requirements
(s. 163.3178(2)(f), Florida Statutes)**

Goal CM.3 (existing)

The vulnerability of the people and property of Jacksonville Beach to coastal hazards such as hurricane damage and coastal flooding shall be minimized.

Objective CM 3.4 (proposed)

The City shall adopt and implement policies, regulatory standards, administrative procedures, incentives or other strategies to reduce vulnerability to sea level rise, high-tide events, storm surge, stormwater runoff and flash floods.

Policy CM3.4.1 (proposed)

The City shall consider in all decision-making processes whether the action or decision will increase, reduce or mitigate flood potential from sea level rise, high tide and storm surge, including:

1. Comprehensive Plan and Land Development Code amendments. The City shall evaluate its policies and regulations on a periodic basis to consider amendments to reduce and/or mitigate flooding impacts and shall ensure amendments do not increase the extent and depth of flood potential.
2. Land use and zoning amendment decisions. Density offsets in the Coastal High Hazard Area shall not result in an increase in density or intensity within areas forecasted to flood due to sea level rise or high tide events forecasted through 2060 based on high risk scenario.
3. Subdivision, Planned Unit Development and Site Plan reviews. The City shall ensure all applicable policies and regulations are enforced during development review procedures, shall encourage approaches to

reduce and/or mitigate flood impacts, and shall evaluate opportunities for offering incentives for exceeding minimum standards.

4. Budgetary Process, Strategic Plans and Departments. The City shall consider opportunities to reduce and/or mitigate flood impacts in preparing its budget, evaluating public projects and determining priorities by Department.
5. Infrastructure Improvements. The City shall give high priority to infrastructure improvements and other engineering solutions that will increase public health and safety by improving flood resiliency. The City shall evaluate the use of green infrastructure designs, such as low impact stormwater designs, where deemed feasible and effective.

Policy CM3.4.2 (proposed)

The City shall implement the following redevelopment and development principles, strategies and engineering solutions to reduce flood risks from events identified in Objective 3.4 and to reduce the extent of real property and structures located in designated flood zones:

1. The City shall evaluate land acquisition opportunities based on the following guiding principles:
 - a. Identify and prioritize sites that are determined most susceptible to flooding based on modeling and/or recorded repetitive structural damage.
 - b. Prioritize sites that maximize public benefits, including shoreline access, recreation, conservation and other objectives of the Comprehensive Plan.
 - c. Reduce acquisition costs by seeking out willing sellers through voluntary land acquisition.
 - d. Coordinate with regional, state and federal agencies and non-profit programs on funding acquisition priorities.
 - e. Pursue options to aggregate acquisition lands to maximize effectiveness and reduce infrastructure demands.

- f. Identify properties with higher vulnerability populations such as elderly and low income.
2. The City shall identify opportunities to reduce density/intensity of development in flood zones:
 - a. Prioritize potential sites appropriate for less than fee simple purchase of partial development rights following the same principles as for fee simple acquisition.
 - b. Prioritize sites that are suitable for conversion to less susceptible and or lower value land uses (i.e., commercial to light industrial) in conjunction with fee simple purchase of partial development rights.
 - c. Evaluate opportunities for public/private partnerships to implement drainage improvements, selective seawall construction or other engineering solutions in conjunction with reduction of density/intensity.
3. The City shall amend its floodplain regulations to require the elevation of new structures and substantially repaired/improved structures located in flood zones to a minimum of 1.5 feet above applicable base flood elevation standards.
4. The City shall amend its floodplain regulations to require a cumulative calculation of improvement costs over a two-year period in determining whether improvements result in a substantial improvement to a nonconforming structure below required base floor elevation.
5. The City shall limit public expenditures that would facilitate development within areas susceptible to projected flooding from sea level rise through 2060 and high tides, and shall encourage local governments, agencies and service providers to implement the same strategy.
6. The City shall ensure that drainage swales, ditches, stormwater retention areas and urban conveyance systems are maintained to

achieve maximum design capacity and flow. The City shall conduct periodic inspections of private drainage systems under its regulatory jurisdiction to ensure enforcement of permitting conditions relating to operation and maintenance of drainage systems, and shall encourage the St. Johns Water Management District to conduct inspections for systems under its jurisdiction.

7. The City shall coordinate with the Florida Department of Transportation, Duval County, the Duval County School District and other government agencies that own development sites, control right-of-way or provide services in order to evaluate opportunities for partnering on drainage improvements and to encourage designs that minimize and mitigate flood impacts.

Policy CM3.4.3 (proposed)

The City shall evaluate and adopt regulations to require or incentivize the following site development techniques and best management practices to reduce losses due to flooding and resulting insurance claims:

- a. Evaluate the feasibility of adopting more stringent drainage level-of-service standards as related to duration, frequency and recovery design criteria.
- b. Evaluate the feasibility of revising regulations to reduce the extent of required impervious surfaces, including minimum and maximum off-street parking ratios, options for compact parking spaces, bicycle storage parking credits, specific shared parking ratios for uses with different peak periods, and use of pervious materials for driveways, parking and sidewalks.
- c. Require shared access points and cross-connections between developments where feasible and where result would reduce impervious surfaces.
- d. Reduce minimum pavement width requirements for curb and gutter roads to 22' plus 1.5' curb and gutter for collector and local roads.

- e. Support regulatory and financial incentives for elevating the first floor of structures on pilings in A-zones to allow for parking beneath the structure. Implement the same strategy for elevating the first floor structures above minimum regulatory requirements in V-zones as necessary to locate parking below structures.
- f. The City shall coordinate with the UF/IFAS Extension office to seek assistance in amending the City's development standards and landscaping standards to increase flood attenuation.
- g. The City shall continue to provide public education on flood protection, best management practices and the National Flood Insurance Program via its website, pamphlets workshops, and other outreach methods.

Policy CM3.4.4 (proposed)

The City shall maintain flood-resistant construction requirements that are consistent with, or more stringent, than the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60.

Policy CM3.4.5 (proposed)

Construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 shall be consistent with Chapter 161, Florida Statutes.

Policy CM3.4.6 (proposed)

The City shall continue to participate in the National Flood Insurance Program Community Rating System and shall periodically evaluate program options for improving its rating to maximum insurance premium discounts.