



**Agenda
City Council**

Monday, May 2, 2016

7:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

ROLL CALL

APPROVAL OF MINUTES

- a. 16-366 Council Workshop Held April 18, 2016
- b. 16-367 Regular City Council Meeting Held April 18, 2016

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- 16-373 Presentation by Denise Bunnewith with North Florida TPO

CITY CLERK

CITY MANAGER

- a. 16-368 Appointment of Two Trustees to the Firefighters' Pension Board
Appointment of Two Trustees to the Police Officers' Pension Board

- b. 16-369 Approve a Commercial Lease Agreement with ASAP Towing and Storage Co. Inc., for Property at the Industrial Park
- c. 16-370 Award RFQ 03-1516 to Dix. Hite + Partners for Downtown Action Plan Implementation and Management Plan
- d. 16-371 Approve Bid No. 1516-08 - Electric Supplies - 12 Months Requirement

RESOLUTIONS

ORDINANCES

16-372 ORDINANCE NO. 2016-8072 (First Reading - PUBLIC HEARING)

AN ORDINANCE ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (Beach Marine property - 2315 Beach Boulevard)

ADJOURNMENT

NOTICE

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

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

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

**Minutes of City Council Workshop
2016 Downtown Action Plan
Monday, April 18, 2016 – 5:45 P.M.
City Council Chambers**

The workshop commenced at 5:50 P.M.

The following City Council members were in attendance:

Mayor: William C. Latham

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

Also present were City Manager George Forbes, Deputy City Manager Trish Roberts, City Department Heads, and City Clerk Laurie Scott.

Purpose of Workshop

The purpose of the Workshop was for the City Council to discuss the Downtown Action Plan.

Mr. Forbes gave an update of the Downtown Action Plan, which includes Public Spaces, Transportation, Public Safety, Commercial Spaces, Entertainment and Events and Quality of Life.

Three responses to a Request for Proposals (RFP) were submitted for the Downtown Action Plan. Dix.Hite + Partners was chosen to be recommended to the City Council.

Presentations and Discussions

Greg Bryla with Dix.Hite + Partners explained that their proposal includes the implementation of the public spaces part of the Downtown Action Plan. Phase 1 includes gathering public input to provide general guidance and broad design criteria. Phase 2 is for the completion of some, or all of the elements described in the 2015 Downtown Action Plan.

Mr. Bryla gave a description of the team from Dix.Hite + Partners that would be working on the project. He also gave an overview of Dix.Hite's projects in other cities.

Mr. Forbes explained the Community Redevelopment Agency approved the budget for Phase 1 of this project. It will be on the City Council agenda for their approval at the May 2, 2016 meeting.

Mr. Forbes stated that he would like the Council to consider issues such as the alcohol ordinance, outdoor seating and outdoor low volume music at the next workshop.

The Workshop adjourned at 6:47 P.M.

Minutes of City Council Workshop
Held on Monday, April 18, 2016

Submitted by: Laurie D. Scott
City Clerk

Approved:

William C. Latham, MAYOR

Date: _____

Draft

**Minutes of Regular City Council Meeting
held Monday, April 18, 2016, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



OPENING CEREMONIES:

Council Member Vogelsang gave the invocation, followed by the salute to the flag.

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:01 P.M.

ROLL CALL:

Mayor: William C. Latham

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

Also present were City Manager George Forbes, and City Clerk Laurie Scott.

APPROVAL OF MINUTES

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

- Regular City Council Meeting held on April 4, 2016

ANNOUNCEMENTS

Ms. Hoffman announced this is the last week of the Players by the Sea 50th Anniversary Exhibit at the Beaches Museum and History Park. There will be an exhibit by Japanese artist Hiromi Moneyhun opening on May 5, 2016. Also, the Fletcher All-Class Block Party will be held April 23, 2016, at the Beaches Museum.

Ms. Wilson announced the Jax Beach Classic Car Cruise event will be held on Tuesday, April 19, 2016, at Latham Plaza and the Art Walk held last week was a success.

Mayor Latham made the following announcements:

- He thanked the JAX Chamber for sponsoring the “Meet Your Elected Officials” event at Ocean 60 on April 5, 2016.

- He congratulated the graduating class of the Citizen's Police Academy (Class Number 37).
- City Board Candidate interviews were held on Tuesday, April 12, 2016.
- The Transportation Improvement Program Board meeting was held on Thursday, April 14, 2016.
- The Skate Park Open House was held on Thursday, April 14, 2016.
- He attended the St. Johns River Ferry Transition Celebration held on Sunday, April 17, 2016.

MAYOR AND CITY COUNCIL

COURTESY OF THE FLOOR TO VISITORS:

Speakers:

- Kimberly Prescott, 3640 Sanctuary Way South, Jacksonville Beach, spoke regarding the tennis pro leaving the tennis center, effective May 7, 2016. She and others are worried about the tennis program. They feel that without a full-time pro at the courts, the program will be diminished. They are also concerned about the affordability of youth tennis.
- Trey Phillips, 934 10th Street North, Jacksonville Beach, spoke regarding camping and storing personal belongings on the beach. There is a certain individual who is homeless and is residing on the beach. This person is violating several City of Jacksonville Beach ordinances.
- Rick Sanborn, 725 Bonaire Circle, Jacksonville Beach, spoke regarding the Huguenot Tennis Center. He stated that people of all ages use the tennis center. He expressed concern for the future of the park and offered support in the transition.
- Bill McQuilkin, 116 Meadow Crest Lane, Ponte Vedra Beach, stated his support of the tennis center and thanked the City and the tennis pro, Jim Watford, for their efforts.
- Kurtis Loftus, 1948 Horn Street, Jacksonville Beach, provided an update on the Deck the Chairs event. He stated strategic planning has been taking place. He requested to begin discussions for the Deck the Chairs organization to enter into a long-term agreement with the City of Jacksonville Beach. [Brochure on file]

CITY CLERK:

CITY MANAGER:

- (a) **Item #16-349, Accept the Monthly Financial Reports for the Month of March 2016.**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to accept the monthly financial reports for the month of March 2016, as submitted by the Chief Financial Officer.

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

(b) Item #16-350, Authorize the City Manager and the Police Chief to Expand the Marked Police Car Take Home Vehicle Program for the Police Department.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to authorize the City Manager and the Chief of Police to amend the marked take home vehicle policy for the police department as outlined in a memorandum from the Chief of Police, dated April 9, 2016.

Mr. Forbes explained that police officers have vehicles they can take to and from work. Currently, there is a five-mile radius from Jacksonville Beach that officers are allowed to drive their cars home. The proposed take home map extends that to about 15 miles and does not extend across the St. Johns River. Officers that participate will be charged \$25.00 per pay period to assist in gasoline costs.

Speaker:

- John Galarneau, 2002 Grove Street, Jacksonville Beach, spoke in favor of the extended take home map. He stated that officers that drive the vehicles home keep the vehicles well maintained.

Discussion:

Mr. Vogelsang commented that employees cannot be forced to pay for take home vehicles without bargaining the issue. He suggested the Chief of Police enter into a Memorandum of Understanding implementing this policy including language that a take home vehicle is optional. He also stated that when determining mileage, to include the language “as the crow flies” and not driving mileage. He added that the officers should be reimbursed if the vehicle is out for maintenance. He stated he supported the policy.

Ms. Wilson asked if the take home vehicle [program] was required. Chief of Police Pat Dooley explained that officers are not required to participate in the program.

Mr. Doherty asked Chief Dooley how many officers live outside the existing zone. Chief Dooley answered there are 25 officers in the take home car program, and this new policy would add approximately 10. Mr. Doherty stated he supported this policy.

Mr. Thomason asked Chief Dooley if there was a Memorandum of Understanding for the current take home policy. Chief Dooley answered there was not, and because there

is a dollar amount attached to the policy, it becomes a negotiating issue. Mr. Thomason asked if there had been a discussion with the City's labor attorney. Chief Dooley stated that with the hiring process going on around the area, he was ready to get the new take home map approved so as not to lose any more employees.

Mr. Thomason asked Mr. Forbes if the Council should address the issue of the Memorandum of Understanding. Mr. Forbes answered that the Council could approve the take home policy subject to the signing of the Memorandum of Understanding with the Union. Mr. Thomason stated he supported the policy.

Mayor Latham asked Sergeant Brown of the Police Union if the recommendation as written with the Memorandum of Understanding for the monetary attachment was sufficient. Sergeant Brown answered that if the Memorandum of Understanding is needed because of the monetary attachment, he is in agreement with that.

Amended motion: Council Member Wilson made a motion, seconded by Ms. Hoffman, to approve the recommendation as written with the addition of a Memorandum of Understanding. The amended motion carried unanimously.

Original motion:

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

(c) Item #16-351, Award Contracts to the Lowest Bidders, by Bid Section, for Bid Number 1516-07, Continuing Services for Landscape Maintenance.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Bid Number 1516-07, entitled Continuing Service for Landscape Maintenance, as recommended in the memorandum from the Property and Procurement Officer, dated April 8, 2016.

Mr. Forbes stated that the City has a number of grounds to be landscaped, and this is done through bids with private contractors. The City has a primary contractor and a secondary contractor for each area in the bid.

Ms. Wilson asked if the tree trimming is done under separate bid. Mr. Forbes explained the downtown landscape contract includes tree trimming. The downtown trees are trimmed twice a year. The rest of the palm trees will be trimmed on an as needed basis and are included in the contract for tree trimming.

Mr. Doherty asked if the vote was for the entire group or separately as he had received complaints regarding the cemeteries and the dog park. Mr. Forbes answered that the cemeteries are maintained by city crews.

Jason Phitides, Property and Procurement Officer, explained that the dog park is included in Section 2, Operations and Maintenance Grounds. The contractor will maintain the area from the welcome sign on Beach Boulevard to the golf course.

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

RESOLUTIONS:

Item #16-352, RESOLUTION NO. 1959-2016

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution 1959-2016, amending the energy rate for Beaches Energy.

Mr. Forbes explained the City reviews the electric rates periodically. The Council is asked to approve an increase in the operations and maintenance portion of the energy rate by \$1.00 per thousand kilowatt hours to offset the increase in operating costs and planned capital improvements. At the same time, the bulk power adjustment will be reduced by \$3.00 per thousand kilowatt hours. This will result in a net decrease of \$2.00 per thousand kilowatt hours. This means Beaches Energy has reduced its electric rates by \$20.00 per 1,000 kilowatt hours since 2010. This represents a decrease of \$140 to \$280 annually per residential customer and much more for commercial customers depending on their usage.

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

ORDINANCES:

(a) Item # 16-353, ORDINANCE NO. 2016-8069 (Second Reading - PUBLIC HEARING)

Mayor Latham requested that the City Clerk read Ordinance No. 2016-8069 (Second Reading), by title only, whereupon Ms. Scott read the following:

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED

AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-340. RESIDENTIAL, MULTIPLE FAMILY: RM-2, PARAGRAPH (d) CONDITIONAL USES TO ADD "PRIVATE PARKS" TO SUBPARAGRAPH (26) PUBLIC PARKS, PLAYGROUNDS, AND RECREATIONAL FACILITIES; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2016-8069, amending the Land Development Code to add private parks as a listed conditional use in *Residential, multiple family: RM-2* zoning districts.

Mr. Forbes explained this is the second reading of this ordinance. Private parks are already allowed in single-family residential districts but not in the multifamily districts. This would allow private parks to be considered as a conditional use in the multifamily: RM-2 districts.

Mayor Latham opened the public hearing to give the audience a chance to address the ordinance.

Seeing no one coming forward to speak, Mayor Latham closed the public hearing.

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

(b) Item # 16-354, ORDINANCE NO. 2016-8070 (Second Reading)

Mayor Latham requested that the City Clerk read Ordinance No. 2016-8070 (Second Reading), by title only, whereupon Ms. Scott read the following:

AN ORDINANCE ESTABLISHING A REDEVELOPMENT DISTRICT: RD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (This property is a six-story mixed multifamily residential, hotel and commercial building. It is located at the northwest corner of 1st Street North and 6th Avenue North).

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2016-8070, establishing a Redevelopment District: RD

zoning district on property located on the northwest corner of 1st Street North and 6th Avenue North, pursuant to Chapter 34 of the Code of Ordinances of the City of Jacksonville Beach and approve the Findings of Fact for Ordinance No. 2016-8070, dated April 18, 2016.

Speakers:

- Richard Landis, 736 2nd Street North, Jacksonville Beach, spoke in opposition of Ordinance No. 2016-8070.
- Bill Miley, 320 1st Street North, Unit 804, Jacksonville Beach, spoke in opposition of Ordinance No. 2016-8070.
- Sandy Golding, 1203 18th Avenue North, Jacksonville Beach, spoke regarding the three-year time limit for obtaining the building permit application in Ordinance No. 2016-8070. There is no language for an extension in Ord. No. 2016-8070, however, there are extensions allowed in Sections 34-263 and 34-347 of the Code of Ordinances.

Mayor Latham stated that there was a proposed amendment to Section 3 of Ordinance No. 2016-8070 which reads as follows:

“Section 3. Time limitations for the development order for the preliminary development plan for RD zoning district classification shall be as set forth in Land Development Code Section 34-347(c)(3)m. *Time limitations.*”

The amendment was distributed to the City Council.

Mr. Thomason asked Bill Mann, Planning and Development Director, if the Code Section referred to in the amendment is 34-347 or 334-347. Mr. Mann confirmed it is Section 34-347. Mayor Latham stated the amendment will reflect Section 34-347.

Amended motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to amend Section 3 of Ordinance Number 2016-8070 to read as printed with the exception of Section 334-347 being 34-347. The motion carried unanimously.

- Jim Sorrell, 1410 Pinewood Road, Jacksonville Beach, spoke in favor of Ordinance No. 2016-8070. Mr. Sorrell distributed information to the City Council regarding the definitions of a hotel and hotel tax in the Florida Statutes. He also distributed floor plans of a manufactured home showing the size of the rooms.

Mayor Latham requested the City Clerk to read the Findings of Facts which will be included in the vote. He stated that this is a quasi-judicial proceeding. A quasi-judicial proceeding is based solely on the findings of fact and not emotional testimony or suggestive information.

Ms. Scott read:

- “1. The applicant has demonstrated significant experience relative to the management of, and demand for, residential rental properties through his existing businesses in the city.
2. Adequate public facilities are available to serve the proposed development.
3. The proposed permitted residential and commercial uses of the subject property are deemed to be consistent with the Downtown Community Redevelopment Plan and the Future Land Use Element and Map for the Jacksonville Beach 2030 Comprehensive Plan.
4. The proposed residential and commercial uses are consistent with existing land uses in the surrounding neighborhood.
5. No evidence was presented that demonstrated that the rezoning and proposed redevelopment of the subject property will have an adverse impact on property values in the area.”

Mayor Latham stated the task as Council is to look through this objectively, and these are the statements provided by the City Attorney based on testimony received at the first hearing.

Mayor Latham asked Mr. Mann to address the setback from the curb versus the property line. Mr. Mann explained the setback would be measured from the east side of the sidewalk, which is the private property side of the sidewalk.

Mayor Latham asked the City Attorney to verify if the height of this structure is in compliance with the court order issued to allow this height. Susan Erdelyi, City Attorney, explained there was a 2004 Charter Amendment limiting building height to 35 feet. This property was one of the properties granted a court order authorizing the height to 68 feet.

Ms. Wilson commented she had a concern with the hotel rooms because of the parking, how they are going to be rented, and the activity involved in that process.

Mr. Thomason questioned Ms. Erdelyi if, in her legal opinion, the application before the Council is in full compliance with the City Code and any applicable state statute. Ms. Erdelyi answered that it is in compliance.

Mayor Latham asked Scott Gay, representative of Dolphin Depot, LLC, if he wished to address concerns that were asked by the citizens. Mr. Gay stated the parking is in compliance with the City's ordinance. The minimum size of a dwelling unit in

Jacksonville Beach's ordinance is 750 square feet, and his rooms are less than that. He stated that the 36 hotel rooms could be part of a reservation system many small hotels throughout the state use. He still has to go through the development plan and building permit process.

Roll call vote: (Original motion and Findings of Fact):

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

(c) Item # 16-355, ORDINANCE NO. 2016-8071 (Second Reading)

Mayor Latham requested that the City Clerk read Ordinance No. 2016-8071 (Second Reading), by title only, whereupon Ms. Scott read the following:

AN ORDINANCE VACATING, DISCONTINUING, ABANDONING AND CLOSING A CERTAIN TWELVE (12) FOOT WIDE PUBLIC ALLEY RUNNING IN AN EASTERLY AND WESTERLY DIRECTION THROUGH THAT CERTAIN PROPERTY IN THE CITY OF JACKSONVILLE BEACH, FLORIDA, KNOWN AS BLOCK 15, PABLO BEACH SOUTH SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2016-8071, abandoning and closing the 12-foot wide public alley located in Block 15, *Pablo Beach South* Subdivision.

Mr. Forbes explained there is a 12-foot wide alley way between 4th Street South and 5th Street South and 1st Avenue South and 2nd Avenue South. A developer wants to build a CubeSmart storage unit facility and in return will give the City a 12-foot wide utility and drainage easement on another piece of the property. This is the second reading of this ordinance. A building permit will not be issued until the utility easment is obtained by the City

Ms. Wilson commented she is not in favor of giving away alley ways but based on the developer giving the utility easment to the City, she is in favor of the ordinance.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:33 P.M.

Minutes of the Regular City Council Meeting
held Monday, April 18, 2016

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

Draft

Sheri Gosselin

From: City Clerk
Sent: Wednesday, April 27, 2016 3:18 PM
To: Sheri Gosselin
Subject: FW: May 2 Jacksonville Beach TIP Presentation
Attachments: Beaches TIP Supplement.pdf

From: Wanda Forrest [mailto:wforrest@northfloridatpo.com]
Sent: Monday, April 25, 2016 1:30 PM
To: City Clerk <CityClerk@jaxbchfl.net>
Cc: Ginny Montgomery <gkmontgomery@northfloridatpo.com>; Denise Bunnewith <dbunnewith@northfloridatpo.com>
Subject: May 2 Jacksonville Beach TIP Presentation

Good Afternoon Laurie,

Attached is the TIP handout for the May 2 Jacksonville Beach City Council meeting. Denise Bunnewith will be making the presentation.

Thank you.
Wanda

Wanda Forrest
Transportation Planning Manager
North Florida TPO
980 N. Jefferson Street
Jacksonville, FL 32209
904-306-7514 (O)
904-608-4422 (C)
www.northfloridatpo.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the North Florida Transportation Planning Organization regarding public business are public records available to the public and media through a request. Your email communications may be subject to public disclosure.

[Report this message as spam](#)

NORTH FLORIDA TPO

Transportation Improvement Program
FY 2016/17 - 2020/21

Beaches Supplement



Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
ATLANTIC BLVD (SR 10) AT ICWW BRIDGE - 4343301							*SIS*
BIKE LANE/SIDEWALK							Length: 1.549 MI
Responsible Agency: FDOT							
CST	DIH	0	0	0	11,100	0	11,100
CST	DDR	0	0	0	2,234,966	0	2,234,966
Total		0	0	0	2,246,066	0	2,246,066
<i>Prior Cost < 2016/17</i>		<i>244,799</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>2,490,865</i>
ATLANTIC BLVD (SR 10) EB @ SAN PABLO RIVER (ICWW) BRIDGE NO. 720044 - 4338411							*SIS*
BRIDGE-REPAIR/REHABILITATION							Length: .445 MI
Responsible Agency: FDOT							
PE	DIH	6,501	0	0	0	0	6,501
Total		6,501	0	0	0	0	6,501
<i>Prior Cost < 2016/17</i>		<i>116,746</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>123,247</i>
ATLANTIC BLVD FROM SAN PABLO RD TO MAYPORT RD - 4385821							*SIS*
TRAFFIC CONTROL DEVICES/SYSTEM							Length: 2.117
Responsible Agency: Managed by FDOT							
CST	DITS	353,625	0	0	0	0	353,625
Total		353,625	0	0	0	0	353,625
<i>Prior Cost < 2016/17</i>		<i>10,000</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>363,625</i>
BEACH BLVD (US 90 / SR 212) FROM SAN PABLO ROAD TO SOUTH 12TH ST. - 4319621							*Non-SIS*
LANDSCAPING							Length: 2.208 mi
Responsible Agency: FDOT							
CST	DIH	58,888	0	0	0	0	58,888
Total		58,888	0	0	0	0	58,888
<i>Prior Cost < 2016/17</i>		<i>2,185,535</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>2,244,423</i>

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
J TURNER BUTLER (SR 202) FROM I-95 TO SR A1A - 4228782							*SIS*
ADD LANES & RECONSTRUCT							Length: 9.562
Responsible Agency: Managed by FDOT							
PLN	D	0	0	0	755,000	5,000	760,000
Total		0	0	0	755,000	5,000	760,000
<i>Prior Cost < 2016/17</i>		<i>0</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>760,000</i>
SHERRY DRIVE ATLANTIC BEACH ELEMENTARY SCHOOL - 4343431							*Non-SIS*
SIDEWALK							Length: 1.002 MI
Responsible Agency: FDOT							
CST	TALU	0	0	546,628	0	0	546,628
Total		0	0	546,628	0	0	546,628
<i>Prior Cost < 2016/17</i>		<i>137,500</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>684,128</i>
SR A1A SOUTH MAYPORT FERRY CONSTRUCT RECTANGULAR RAPID FLASH BEACONS - 4361061							*Non-SIS*
SIGNING/PAVEMENT MARKINGS							Length: .000
Responsible Agency: Managed by FDOT							
DSB	DIH	10,936	0	0	0	0	10,936
Total		10,936	0	0	0	0	10,936
<i>Prior Cost < 2016/17</i>		<i>81,800</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>92,736</i>

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
SR116 OVER INTERCOASTAL WATERWAY SUPER STRUCTURE REPAIRS BR NO720677 - 4374291							*Non-SIS*
BRIDGE-REPAIR/REHABILITATION							Length: .680
Responsible Agency: Managed by FDOT							
CST	DIH	20,500	0	0	0	0	20,500
CST	BRRP	3,541,000	0	0	0	0	3,541,000
Total		3,561,500	0	0	0	0	3,561,500
<i>Prior Cost < 2016/17</i>		<i>437,547</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>3,999,047</i>
WONDERWOOD CONNECTOR (SR 116) FR:SANDCASTLE LANE TO SR101(MAYPORT RD) - 4361751							*Non-SIS*
RESURFACING							Length: 1.111
Responsible Agency: Managed by FDOT							
CST	DS	0	1,302,001	0	0	0	1,302,001
CST	SA	0	1,145,348	0	0	0	1,145,348
CST	DDR	0	290,729	0	0	0	290,729
Total		0	2,738,078	0	0	0	2,738,078
<i>Prior Cost < 2016/17</i>		<i>22,002</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>2,760,080</i>
WONDERWOOD DR (SR 116) FROM I-295 TO INTRACOASTAL WATERWAY - 4287962							*Non-SIS*
DRAINAGE IMPROVEMENTS							Length: 6.694 MI
Responsible Agency: Managed by FDOT							
DSB	DIH	10,250	0	0	0	0	10,250
Total		10,250	0	0	0	0	10,250
<i>Prior Cost < 2016/17</i>		<i>9,729,234</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>9,739,484</i>

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
WONDERWOOD EXPRESSWAY (SR 116) FROM I-295 (SR 9A) TO MAYPORT RD (SR 101) - 4287961							*Non-SIS*
DRAINAGE IMPROVEMENTS							Length: 5.296 mi
Responsible Agency: FDOT							
CST	DIH	0	105,300	108,200	0	0	213,500
CST	SA	0	4,709,657	0	0	0	4,709,657
CST	DDR	0	2,746,895	0	0	0	2,746,895
Total		0	7,561,852	108,200	0	0	7,670,052
<i>Prior Cost < 2016/17</i>		<i>1,315,588</i>	<i>Future Cost > 2020/21</i>		<i>0</i>	<i>Total Project Cost</i>	<i>8,985,640</i>

APPENDIX I

Abbreviations & Acronyms

ABBREVIATIONS AND FUNDING SOURCES

AGENCIES

FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
JAA	Jacksonville Aviation Authority
JTA	Jacksonville Transportation Authority
SA/STJAA	St. Augustine/St. Johns County Airport Authority

PROJECT PHASES

PLN	Planning
PD&E	Project, Development & Environment Study
PE	Preliminary Engineering
ROW	Right-of-Way Acquisition
CST	Construction
DSB	Design Build
MSC	Miscellaneous

RRU	Railroad/Utilities
INC	Contract Incentives
ENV	Environmental

FUNDING SOURCES

ACBR	Advance Construction (BRT) – Federal Bridge Replacement
ACBZ	Advance Construction (BRTZ)
ACCM	Advance Construction (CM)
ACEN	Advance Construction Equity Bonus National Highway
ACF0	Advance Construction for High Priority
ACIM	Advanced Construction Interstate
ACNP	Advance Construction (NHPP)
ACSA	Advanced Construction Transportation Management Areas
ACSB	Advance Construction for SABR STP Bridges
ACSE	Advanced Construction Enhancement
ACSH	Advanced Construction Hazard Elimination
ACSL	Advance Construction (SL)
ACSS	Advanced Construction Safety
ACSU	Advance Construction (SU)

BNBR	State Bonds (Statewide Bridges)
BNDS	Bond funding State
BNIR	Interstate R/W and Bridge Bonds
BRAC	Bridge Replacement
BRRP	State Bridge Repair and Rehabilitation
BZAC	Federal Bridge Replacement - Off System
CIGP	County Incentive Grant Program
CM	Congestion Mitigation
D	Unrestricted State Primary
DDR	District Dedicated Revenue (Gas Tax effective January 1, 1991)
DEM	Environmental Mitigation
DDRF	District Dedicated Matching Revenue Funds
DI	Statewide Inter/Intrastate Highways
DIH	State In-House Product Support
DIS	Strategic Intermodal System
DITS	District Intelligent Transportation Systems
DPTO	District Public Transportation Office
DS	State Primary Highways and PTO

DSBJ	I-295 Express Lanes – Capital
DU	State Primary/Federal Reimb
DWS	Weight Stations – State 100%
EB	Equity Bonus
EBNH	Equity Bonus - National Highway
FAA	Federal Aviation Administration
FTA	Federal Transit Administration
FTAT	FHWA Transfer to FTA (NON-BUD)
GMR	General Revenue for Strategic Intermodal System
GRSC	Growth Management of SCOP
HPP	High Priority Projects
HRRR	High Risk Rural Road
HSP	Highway Safety Program
IMAC	Interstate Maintenance
IMD	Interstate Maintenance Discrete
JAA	Jacksonville Airport Authority
LF	Local Funds
LFR	Local Funds/Reimbursable
LFRF	Local Funds/Reimbursable - Future

LOGT	Local Option Gas Tax
MG	Minimum Guarantee
NHAC	National Highway System
NHBR	National Highway Bridges
NHPP	IM, Bridge Repl, Natnl Hwy-MAP 21
NHRE	Nat. Hwy. Perform - Resurfacing
PKBD	Turnpike Master Bond Fund
PKYI	Turnpike Improvement
PLH	Public Lands Highway
PLHD	Public Lands Highway Discretionary
PORT	Seaports
RHH	Rail Highway Crossings - Hazard
RHP	Rail-Highway Safety Crossings – Prot. Dev.
SA	Transportation Management Areas
SCED	2012 SB1998-Small County Outreach
SCOP	Small County Outreach Program
SCRA	Small County Resurfacing
SE	Transportation Enhancement Activities related to any Surface Transportation Program

SH	Hazard Elimination
SIBG	SIB funds – Growth Management
SIB1	State Infrastructure Bank
SL	STP Areas <=200K
SR	Surface Transportation Program (STP) Railroad Hazard Elimination
SR2S	Safe Routes - Infrastructure
SS	Any safety improvement eligible under the Section 130 Railway-Highway Crossings Program and the Section 152 Hazard Elimination Program (allocated by statutory formula)
STP	Surface Transportation Program
SU, XU	Surface Transportation Program (STP) in urban areas with a population of over 200,000
TALT	Transportation Alts – Any Area
TALU	Transportation Alts - >200K
TDTF	Transportation Disadvantaged Trust Fund (80% Federal/20% State)
TMBJ	I-95 Express Lanes – Maint
TOBJ	I-95 Expressway Lanes - Operating
TMA	Transportation Management Areas - Areas with a population of over 200,000
TRIP	Transportation Regional Incentive Program
XA	Surface Transportation Program (STP) in any urban areas.
XU, SU	Surface Transportation Program (STP) in urban areas > 200k

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6263
Fax: 904.247.6169

www.jacksonvillebeach.org

DATE: April 18, 2016

TO: Honorable Mayor and
Members of the City Council

FROM: Ann Meuse, Director of Human Resources 

RE: Appointments – Firefighters' Board of Trustees
Appointments – Police Officers' Board of Trustees

Action Requested:

Appointment of two trustees to the Firefighters' Pension Board as the terms of Gaylord George Candler and Dennis Povloski expired on March 31, 2016. The terms will commence on April 1, 2016 and end on March 31, 2018.

Appointment of two trustees to the Police Officers' Pension Board as the terms of Marvin DuPree and Alan Grant expired on March 31, 2016. The terms will commence on April 1, 2016 and end on March 31, 2018.

Background:

The Board of Trustees for the Police Officers' and Firefighters' Pension Boards are each composed of the following:

- Two (2) members appointed by the City Council, who shall be residents of the city.
- Two (2) police officers elected by active police officers of the City for the Police Officers' Pension Board.
- Two (2) firefighters elected by active firefighters of the City for the Firefighters Pension Board.
- A fifth member selected by the other four (4) members and appointed, as a ministerial act by the City Council.



Memo

April 18, 2016

Page 2.

Firefighters' Pension Board:

Dennis Povloski has served on the Firefighters' Pension Board since 2011 and was the Chairperson to the board. Gaylord George Candler was appointed to the board in 2015 to complete the term of Bruce Anderson. Mr. Candler has served as the Secretary to the board. Both Mr. Povloski and Mr. Candler would like to be considered for re-appointment to the board. Attached are copies of their applications.

Police Officers' Pension Board:

Marvin Dupree has served on the Police Officers' Pension Board since 2000 and was the Chairperson Pro-Tem to the board. Alan Grant was appointed to the board in 2008 and recently served on the Real Estate Investment sub-committee. Both Mr. Dupree and Mr. Grant would like to be considered for re-appointment to the board. Attached are copies of their applications.

Also attached is an application from Mr. William Reed, 10 11th Avenue North, # 202, Jacksonville Beach who would like to be considered as a candidate for appointment to either the Police Officers' or Firefighters' pension boards.

Recommendation:

Appoint two Trustees to the Firefighters' Pension Board from the following list of candidates for a term to commence on April 1, 2016 and ending on March 31, 2018:

- Mr. Gaylord George Candler, re-appointment
- Mr. Dennis Povloski, re-appointment
- Mr. William Reed, appointment

Appoint two Trustees to the Police Officers' Pension Board from the following list of candidates for a term to commence on April 1, 2016 and ending on March 31, 2018:

- Mr. Marvin Dupree, re-appointment
- Mr. Alan Grant, re-appointment
- Mr. William Reed, appointment

William D. "Bill" Reid
10 North 11th Avenue
BeachDrifter Condominiums, #202
Jacksonville Beach, FL 32250
904-703-7190
Wcondo202@aol.com

EXPERIENCE AND REFERENCES

Occupation: Retired Stock Broker, VP with Morgan Stanley Smith Barney
50 North Laura Street, Suite 2000
Jacksonville, FL 32202
904-632-0200

Contacts: Phil Hawkins, VP (632-0215),
phillip.hawkins@morganstanleysmithbarney.com
Adonna Allgood, VP (632-0200)
adonna.allgood@morganstanleysmithbarney.com

Currently serving on the Home Owners' Association Board for Beach Drifter Condominiums

Contact: Tom Wojnowicz, President (904-249-6708 or 904-759-6148)
Twjag49@gmail.com

Currently serving on the St. Paul United Methodist Church Foundation as investment advisor.
Previously served as President.

Contact: Glen Winberry
(904) 504-0740
gbwinberry@comcast.net

Previously served on YWCA Board in Arlington, Jacksonville, FL

Previously served as Chairman of Finance for St. Paul United Methodist Church, Jacksonville, FL
with a budget of approximately \$200,000, and co-chaired Building Fund Drive.

Previously served as Vice-Chairman of Staff-Parish Committee for St. Paul United Methodist Church,
Jacksonville, FL with a staff of 8-10 people.

City of Jacksonville Beach
 Office of the City Clerk
 11 North 3rd Street
 Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10
 FAX: (904) 247-6256
 E-mail: cityclerk@jaxbchfl.net

Yes

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: <u>Dennis Povloski</u>	Home Phone: <u>(904) 241-8822</u>
Home Address: <u>402 15th Street North, Jacksonville Beach, FL 32250</u>	
E-Mail Address: <u>dennis@dfpensions.com</u>	FAX: <u>(904) 853-6243</u>
Business: <u>DF Pensions, Inc.</u>	Business Phone: <u>(904) 853-6241</u>
Business Address: <u>830 South 3rd Street, Jacksonville Beach, FL 32250</u>	

Eligibility

Are you a resident of the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, length of time: <u>13 1/2 Years</u>
Are you a registered voter?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, what County: <u>Duval</u>
Do you own property in the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, address: <u>401 15th St N, Jax Beach, FL 32250</u>
Do you hold a public office?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, position: _____
Are you currently serving on a Board?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, Board Name: <u>Firefighters Pension Trustee</u>
Have you been convicted of a felony?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No
 If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your first choice with a "1", second choice with a "2", etc.)

<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Community Redevelopment Agency	<input checked="" type="checkbox"/> 1	Pension Trustee

Please list City meetings you have attended: All but 1 Pension Trustee meeting for my term.

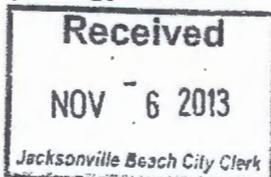
Qualifications (Briefly describe specific expertise, abilities or qualifications) Third Party Administrator of Private Sector Retirement Plans including defined benefit, 401k & cash balance for over 10 years. Multiple designations from the American Society of Pension Professionals and Actuaries including Certified Pension Consultant, Qualified Pension Administrator & Qualified Plan Financial Consultant.

Education: <u>Bachelor's Degree in Sociology from the University of North Florida, Associates Degree in Science from the University of South Carolina.</u>

City of Jacksonville Beach
 Office of the City Clerk
 11 North 3rd Street
 Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10
 FAX: (904) 247-6256
 E-mail: cityclerk@jaxbchfl.net



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Gaylord George Candler _____	Home Phone: 508-631-6117 _____
Home Address: 507 16 th Avenue South _____	
E-Mail Address: g.candler@unf.edu _____	FAX: _____
Business: University of North Florida _____	Business Phone: 904-620-1388 _____
Business Address: 1 UNF Drive, Jacksonville 32224 _____	

Eligibility

Are you a resident of the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, length of time: 3 years _____
Are you a registered voter?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, what County: Duval _____
Do you own property in the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, address: 507 16 th Avenue South _____
Do you hold a public office?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, position: _____
Are you currently serving on a Board?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, Board Name: _____
Have you been convicted of a felony?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, provide date: Not applicable (never lost) _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No
 If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your first choice with a "1", second choice with a "2", etc.)

Board of Adjustment	Planning Commission
Community Redevelopment Agency	1 Pension Trustee

Please list City meetings you have attended:

I have attended a fair few, would not like to try to list them all. I teach two nights a week, which otherwise inhibits attendance (but do the scheduling for my program, so should be able to work around this for Board meetings).

Qualifications (Briefly describe specific expertise, abilities or qualifications)

I hold a PhD in Public Policy, have taught public administration (including budgeting and finance) for fifteen years, and published widely on the topic. _____

Education: PhD, Public Policy. Indiana University, South Bend, Indiana, 1998 B.Litt (Hons), International Development. Deakin University, Geelong, Victoria, Australia, 1992 B.A., Politics and Society. Griffith University, Brisbane, Queensland, Australia, 1990 _____ _____ *Please attach a resume and/or additional documentation to supplement your qualification information.

Gaylord George Candler

Associate Professor
University of North Florida

Education

Ph.D., Indiana University, School of Public and Environmental Affairs (SPEA), Bloomington, Indiana. Awarded August 1998.

B.Lit., (Hon), Deakin University, Geelong, Australia, May 1992. External (correspondence) student. Major: International Development.

B.A., Griffith University, Brisbane, Australia, May 1990. Major: Politics and Society.

Non-degree studies at the University of Vermont (French), 2001; The American University (International Development), 1992; and at the Darwin Institute of Technology (Introduction to Political Science), 1986.

Academic appointments

Associate Professor, Master of Public Administration Program Coordinator, Department of Political Science & Public Administration, University of North Florida (UNF), Jacksonville, Florida, from August 2010.

Associate Professor, Master of Public Affairs Program, Department of Political Science, Indiana University South Bend (IUSB), South Bend, Indiana, July 2007 to July 2010.

Assistant Professor, School of Public and Environmental Affairs, IUSB, South Bend, Indiana, Fall 2004 to June 2007.

Assistant Professor, Master of Public Administration (MPA) Program, Bridgewater State College (BSC), Bridgewater, Massachusetts, Fall 2002-Spring 2004.

Visiting Assistant Professor, MPA Program, University of Vermont, Fall 1999 to Spring 2002.

Visiting Faculty, School of Public Administration, Faculty of Management, Dalhousie University, Summer 2000 and 2001.

Adjunct Assistant Professor, School of Public and Environmental Affairs, Indiana University, Fall 1998 to Spring 1999.

Adjunct Instructor, School of Public and Environmental Affairs, Indiana University, Fall 1995 to Spring 1998.

Select publications (peer-reviewed)

"Responsabilidade cívica na sustentabilidade da sociedade e o papel dos governos." G. Candler and Georgette Dumont, *Gestão Pública para Sustentabilidade*, São Paulo: Editora Maole, 2012. Translated to Portuguese.

"Towards a public spirited public management economics: an essay in honor of John Kenneth Galbraith." *Administrative Theory & Praxis*, 32(3), September 2010.

"Alberto Guerreiro Ramos: the 'in-between' as intellectual bridge builder?" Curtis Ventriss, G. Candler and José Francisco Salm, *Organizações e Sociedades* (Brazil), 17(52), 2010.

"Toward global scholarship in public administration." G. Candler, Ariston Azevêdo and Renata Ovenhausen Albernaz, forthcoming in *Public Administration* (London), 2010.

- "A nonprofit accountability framework." G. Candler and Georgette Dumont, *Canadian Public Administration* 53/3, 2010.
- "The price of citizenship: Civic responsibility as the missing dimension of public administration theory." G. Candler and Georgette Dumont, *Public Administration Quarterly* 34(2), 2010.
- "Symposium – Public administration, social equity and social justice: Future journeys and roads less travelled. Introduction to the Symposium." G. Candler, Richard Johnson, and Jonathan Anderson, *Administrative Theory & Praxis* 31(2), 2009.
- "Epistemic community or Tower of Babel? Theoretical diffusion in public administration." *Australian Journal of Public Administration* 67(3), 2008.
- "Linguistic diglossia and parochialism in American public administration: The missing half of Guerreiro Ramos's Redução Sociológica." *Administrative Theory & Praxis* 28(4), 2006.
- "The comparative evolution of public administration in Australia, Brazil and Canada." *Canadian Public Administration* 49(3), 2006.
- "The MPA Program in small markets: an exploratory analysis." Michael Gold and G. Candler, *Journal of Public Affairs Education* 12(1), 2006.
- "Social class, sexual orientation, and toward proactive social equity scholarship." Ken Oldfield, G. Candler and Richard Johnson, *American Review of Public Administration* 36(2), 2006.
- "Alberto Guerreiro Ramos twenty years later: A New Science still unrealized in an era of public cynicism and theoretical ambivalence." Curtis Ventriss and G. Candler, *Public Administration Review* 65(1), 2005.
- "Transformations and legitimacy in nonprofit organizations -- the case of Amnesty International's anti-death penalty campaigns." *Public Organization Review – A Global Journal* 1(3), 2001.
- "Civil society and development – Scientific and professional associations in public policy in Santa Catarina and Sergipe, Brazil." *Policy Studies Journal* 27(3), December 1999.
- "Interest groups and social movements: self or public interested? Insights from the Brazilian third sector literature." *Voluntas* 10(3), September 1999.
- "Sociedade civil e desenvolvimento – as associações científicas e profissionais nas políticas públicas em Santa Catarina e Sergipe, Brasil." *Revista Tomo* no. 2, March 1999, Aracaju, Brazil. Translated by Afonso Nascimento and Manuela Freire C. de Almeida.
- "The Tongan construction industry -- Infrastructure provision in a small economy." *Pacific Economic Bulletin* 12(1), June 1997.
- "Engineering testing of building materials in Tonga." SOPAC Preliminary Report 85b, Suva, Fiji: South Pacific Applied Geoscience Commission, 1992.

Non-academic employment

- Construction Inspector, GMTI, Sterling, VA. June 1992-July 1993.
- Laboratory Manager, Ministry of Works, Nuku'alofa, Tonga. January 1990-December 1991.
- Civil engineering materials technician, Golder Associates, Brisbane, Australia. February 1987-November 1989.
- Laboratory Manager, Coffey & Partners and Dames & Moore, Katherine and Darwin, Northern Territory, Australia. June 1983-September 1986.
- Engineering Aid, US Navy 'Seabees'. Deployments to Panama, Japan and the Philippines. 1977-1982.

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-8289 ext 10
FAX: (904) 247-8258
E-mail: cityclerk@jaxbeachfl.net

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: <u>Marvin V. DuPree</u>	Home Phone: <u>904-246-2001</u>
Home Address: <u>4022 Duval Drive, Jacksonville Beach, FL 32250</u>	
E-Mail Address: <u>MVDCPA@jax-beaches.com</u>	FAX: <u>246-9611</u>
Business: <u>MARVIN V. DUPREE, CPA</u>	Business Phone: <u>(904) 248-2001</u>
Business Address: <u>1511-C Penman Road, Jacksonville Beach, FL 32250</u>	

Eligibility

Are you a resident of the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, length of time: <u>36 YRS</u>
Are you a registered voter?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, what County: <u>DUVAL</u>
Do you own property in the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, address: <u>1511-C PENMAN RD.</u>
Do you hold a public office?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, position: _____
Are you currently serving on a Board?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, Board Name: <u>JAX BCH/POLICE PENSION</u>
Have you been convicted of a felony?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, provide date: <u>N/A</u>

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No
If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your first choice with a "1", second choice with a "2", etc.)

<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Community Redevelopment Agency	<input type="checkbox"/> 1 Pension Trustee

Please list City meetings you have attended: NUMEROUS

Qualifications (Briefly describe specific expertise, abilities or qualifications): ACTIVE CPA; POLICE PENSION BOARD 10+ YRS.

Education: <u>BS DEGREE / ACCOUNTING - 1972 - FSU.</u>

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

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Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George Forbes, City Manager
FROM: Jason Phitides, Property & Procurement Officer
DATE: April 27, 2016
SUBJECT: Lease for Industrial Park with ASAP Towing and Storage Co. Inc.

ACTION REQUESTED

Approve a Commercial Lease Agreement with ASAP Towing and Storage Co. Inc., for property at the Industrial Park.

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. The property was previously leased to First Student Bus Company, whose lease expired in July 2014.

ASAP Towing and Storage Co. Inc. (Lessee), is a family owned business established in 1995. They currently have six (6) locations serving Duval County and St. John's County. They specialize in assisting stranded motorists and also assist the Jacksonville Sheriff's Office and the Florida Highway Patrol with traffic accidents. The Lessee would like to lease 27,500 square feet of land including the vacant building formerly used as office space by the previous tenant. The building is approximately 880 square feet. The Lessee plans to use the building for office space and the land to store impounded vehicles. The proposed use is acceptable under Sec. 34-346 Industrial district: I-1 zoning. Total monthly rent would be \$3,070.47.

The Lessee plans significant improvements to the existing vacant building which include the installation of a new HVAC system, security lighting and interior and exterior paint.

Key provisions of this lease are as follows:

- The lease is for a period of five (5) years, commencing on June 1, 2016, with options to renew for additional one-year increments at the sole discretion of the City Manager.



- In order to complete upgrades and building modifications, the Lessee will be afforded two (2) months grace period where the Lessee is not required to pay rent, ending on August 1st 2016.
- Use of the land and building is solely for commercial office space and vehicle storage.
- The land may not be used as a junk yard, and the Lessee may not do repairs to vehicles on the premises.
- The Lessee will construct a fence around the premises and include shade cloth or other barrier to block the view into the premises.
- The initial lease rate will be \$1.08 per square foot for 27,500 square feet of land per annum and \$8.12 per square foot for 880 square feet of building space per annum. Total lease rate is \$36,845.60 per annum or \$3,070.47 per month.
- The rate will increase by 4% each year. The Lessee is also responsible for ad valorem and property taxes.
- The Lessee shall be responsible to maintain and keep the property in good condition and repair throughout the term of the lease.
- The Lessee shall maintain liability insurance and co-insure the City of Jacksonville Beach.
- Title to and interest in all permanent structures built and improvements made by the Lessee, shall vest with the City.
- The Lessee may not assign the lease or sublease the property.

RECOMMENDATION

Authorize the City Manager and Mayor to execute a lease with ASAP Towing and Storage Co. Inc., for property at the Jacksonville Beach Industrial Park, as described in the memorandum from the Property & Procurement Officer dated April 27th 2016.

COMMERCIAL LEASE AGREEMENT

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

This Lease is executed on this 1st day of June, 2016, A.D. by and between the CITY OF JACKSONVILLE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 11 North Third Street, Jacksonville Beach, Florida 32250 ("CITY"); and ASAP Towing Inc., a Florida Corporation whose mailing address is 310 Mealy Drive, Jacksonville, Florida 32233 ("TENANT").

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

1. LEASED PROPERTY.

CITY hereby demises and leases to TENANT, and TENANT hereby hires, rents, and leases from CITY, real property located at the former Jacksonville Beach City Yard, now known as the Industrial Park, located at 688 10th Street South, Jacksonville Beach, Florida 32250, Duval County. The leased property consists of 27,500 square feet land and 880 square feet of building space and is more particularly described in Attachment A to this Lease.

2. TERM.

(a) Initial Term: The initial term of this Lease shall be five (5) years, commencing on June 1, 2016 and terminating on May 31, 2021. The lease is renewable for additional one-year terms upon the sole discretion of the City Manager.

3. RENT; RENT ADJUSTMENT.

(a) Subject to the adjustment, escalation, and other provisions of this Lease and Attachment B of this Lease, TENANT shall pay to CITY, in lawful



money of the United States, a total rent, during the first year of this Lease, of \$36,845.60 per year plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The initial monthly rent shall start at \$3,070.47 plus any such taxes, fees, or assessments billed for that month. This rental rate is based on 27,500 square feet of land at a beginning rate of \$1.08 per square foot per year and 880 square feet of building space at a beginning rate of \$8.12 per square foot per year. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing or \$50.00, whichever is greater.

The CITY will grant a grace period of two (2) months for the TENANT to upgrade the building to include installation of HVAC, paint interior and exterior and install new lighting. The first monthly rent payment will be due at the end of the grace period, on August 1st 2016.

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

4. STANDARD PROVISIONS.

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

5. SPECIAL PROVISIONS.

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

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

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

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

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

(e) The TENANT will construct a fence around the perimeter of the leased property which shall include shade cloth or other material that will obstruct the view into the leased premises.

6. INTEGRATION; AMENDMENTS.

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

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

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

CITY – CITY OF JACKSONVILLE BEACH

ATTEST:

CITY:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: City Clerk

Title: Mayor

Sign: _____

Print: _____

Title: City Manager

STATE OF FLORIDA
COUNTY OF DUVAL

TENANT – ASAP TOWING INC.

ATTEST:

TENANT:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: _____ Title: _____

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

ASAP TOWING INC.

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF DUVAL

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

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large [SEAL]

My Commission Expires:

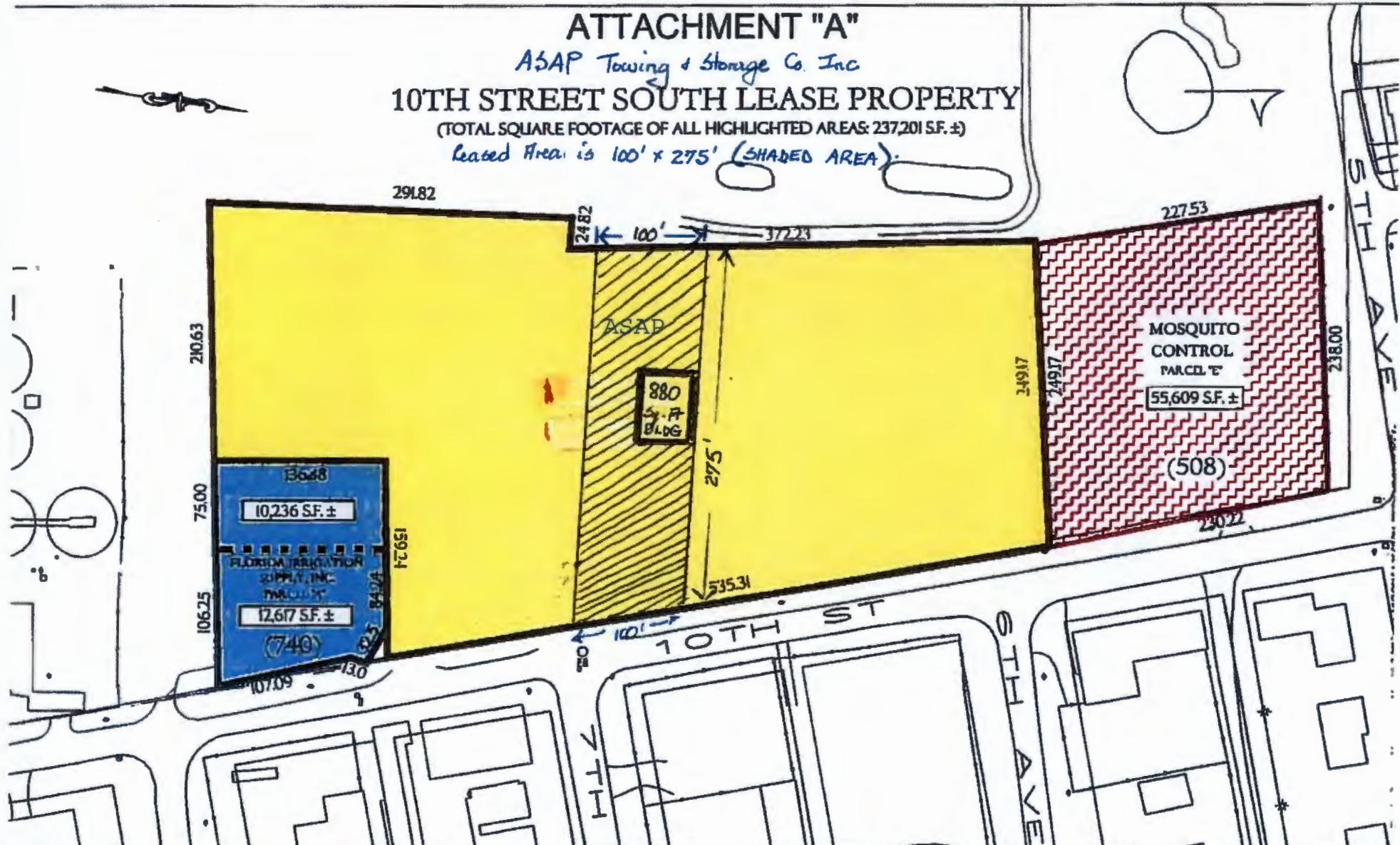
ATTACHMENT "A"

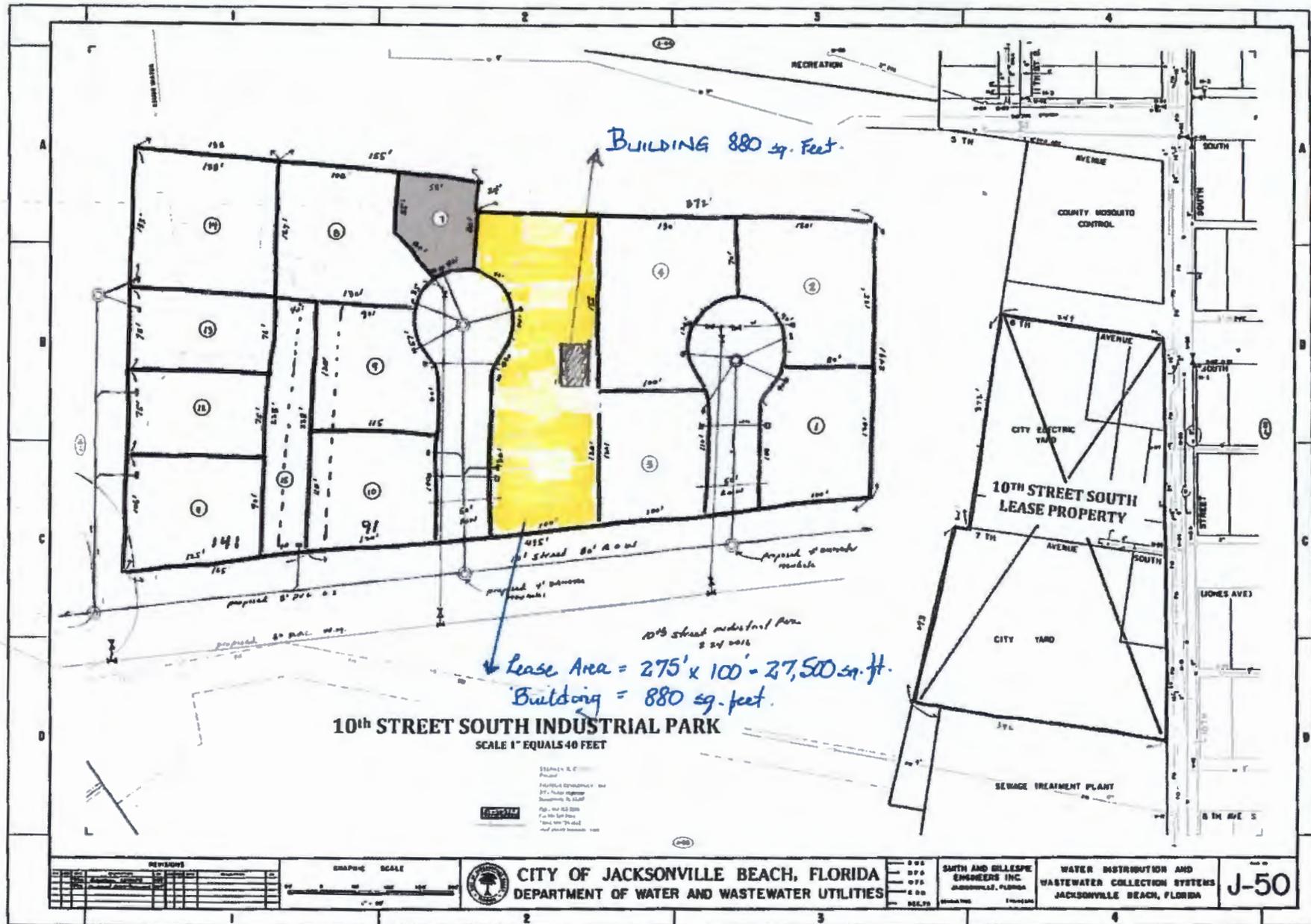
ASAP Towing & Storage Co. Inc

10TH STREET SOUTH LEASE PROPERTY

(TOTAL SQUARE FOOTAGE OF ALL HIGHLIGHTED AREAS: 237,201 SF. ±)

Leased Area is 100' x 275' (SHADED AREA)





ATTACHMENT A
 To Lease Agreement between
 City of Jacksonville Beach and ASAP Towing, Inc.



City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.247.1639

www.jacksonvillebeach.org

ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS



ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS

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ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS

1. RENTAL ADJUSTMENT:

(a) Annual rental adjustment: Beginning on **June 1st** of the year in which the Lease is executed, and annually on each **June 1st** thereafter, including any option for renewal exercised under the Lease, the rent shall be increased by **4%**.

2. ASSIGNMENT:

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

3. ALTERATIONS:

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

4. CITY'S LIABILITY LIMITATION:

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

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

5. INDEMNIFICATION:

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

6. INSURANCE:

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

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

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

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

7. USE OF LEASED PREMISES; RESTRICTIONS ON USE:

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

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

(c) TENANT may ONLY use the Leased Premises for business office and vehicle yard space.

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

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

8. CONSTRUCTION OF IMPROVEMENTS:

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

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

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

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

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

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

9. RESPONSIBILITY FOR AND MAINTENANCE OF LEASED PREMISES:

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

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

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

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

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

10. REMEDIES:

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

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

(b) Abandonment of Premises or Delinquency in Rent. If the TENANT abandons or vacates the Leased Premises before the end of the Lease term, or if the TENANT is in arrears in rent payments, the CITY may cancel this Lease. On cancellation, the CITY is entitled to enter the Leased Premises as the TENANT's agent, whether by force or other means, to re-lease the Leased Premises. The CITY will incur no liability for the entry. As the TENANT's agent, the CITY may re-lease the Leased Premises with or without any furniture or personal property that may be in it, and the re-leasing may be made at such price, on such terms, and for such duration as the CITY determines and for which the CITY receives rent.

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

possession through summary proceedings or otherwise, and the CITY will then hold the Leased Premises as if this Lease had not been made. The TENANT waives TENANT's right to receive notice of the CITY's intention to reenter and/or institute legal proceedings for repossession of the Leased Premises.

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

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

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

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

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

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

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

or

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

11. TERMINATION:

At the expiration of this Lease or earlier termination hereof, TENANT shall peaceably and quietly leave, surrender and deliver to CITY the Leased Premises broom-clean, together with any building and improvements, including all alterations, changes, or additions which may have been made upon the Leased Premises, except any unfixed personal property put in at the expense of TENANT, in thorough repair and good order and safe condition. TENANT shall remove all of TENANT's unfixed personal property from the Leased Premises upon termination. If TENANT fails to remove TENANT's unfixed personal property within fifteen (15) days after the CITY's written

notice to TENANT, such property shall be deemed to have been abandoned. The CITY may appropriate, sell, store, destroy or otherwise dispose of any abandoned property without notice to TENANT and without obligation to account therefor.

12. HOLDOVER TENANCY:

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

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

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

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

13. MORTGAGING THE LEASEHOLD:

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

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

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

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

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

14. ENVIRONMENTAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

15. NOTICES:

(a) The CITY hereby designates the City Manager or his/her designee as its

official representative with the full power to represent the CITY in all dealings with TENANT in connection with the Leased Premises. CITY may designate by notice in writing, addressed to TENANT, other representatives from time to time and such notice shall have the same effect as if included in the terms of the Lease.

(b) Notice to the CITY as herein provided shall be sufficient if sent by registered mail, postage paid, to the Property and Procurement, Property and Procurement Division, City of Jacksonville Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to TENANT in the same manner shall likewise be sufficient if addressed to TENANT at the address of the Leased Premises or such other addresses as may be designated by the CITY or TENANT in writing from time to time.

16. REAL ESTATE COMMISSION:

The CITY and TENANT each covenant and warrant to the other that they have not authorized any person, firm, or corporation as a real estate agent or broker to deal on behalf of such party with respect to the Lease. TENANT agrees to indemnify and hold harmless CITY from any claim for remuneration, commissions or broker's fees arising out of this transaction and Lease.

17. ENTRY OF LANDLORD:

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

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

18. CONSTRUCTION:

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

19. MISCELLANEOUS PROVISIONS:

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

(b) TENANT shall pay all legal taxes of any nature, including but not limited to, ad valorem and non-ad valorem taxes, impact fees, and assessments against

the Leased Premises and the buildings placed on the premises by the TENANT accruing during the term of this Agreement or any renewal thereof. All ad valorem and non-ad valorem taxes shall be paid to the City of Jacksonville Beach on an annual basis.

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

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

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

www.jacksonvillebeach.org

TO: Mayor Latham
City Council Members

FROM: Bill Mann, Planning & Development Director

DATE: April 26, 2016 

SUBJECT: Award RFQ 03-1516 – Downtown Action Plan and Authorize Mayor and City Manager to execute agreement

ACTION REQUESTED:

Award RFQ 03-1516 to *Dix. Hite + Partners* for:

- (1) Downtown Action Plan Implementation and Management Plan, and
- (2) Miscellaneous Project Specific Task Orders Related to the Action Plan Implementation; and

Authorize Mayor and City Manager to execute contract for consulting services.

BACKGROUND:

The Downtown Action Plan was based on community input and developed to:

- Make Downtown attractive to a variety of residents and visitors of all ages;
- Increase transportation and parking options, making it easier to get Downtown;
- Ensure that visitors feel safe; and
- Create a sense of place by adding design features that make Downtown a unique and memorable destination.

The plan included a list of action items, which addressed additions or improvements in the use of public space and public amenities, art, signage and lighting. The combined effect would be an improved appearance, a stronger sense of place, and future opportunities to brand and market Jacksonville Beach.

The variety and number of tasks in the Action Plan led to the development of a Request For Qualifications (RFQ) solicitation to acquire a multi-disciplined consulting services contract. A two-phase scope of work was developed for the RFQ:



Phase 1: Prepare a master Downtown Action Plan Implementation and Management Plan designed to provide general guidance and broad design criteria for various projects and programs set forth in the plan. Phase 1 includes on-site visits, and public workshops as part of the process of developing a conceptual master plan that will form the basis for proceeding with the tasks in Phase 2 of the project.

Phase 2: The City and Consultant will negotiate a fee and schedule for the completion of some, or all of the elements described in the 2015 Downtown Action Plan.

Requests for Qualifications were sent to seventeen (17) firms and we received three (3) qualified responses. All three (3) respondents were invited to make an oral presentation to an evaluation committee consisting of the Planning and Development Director, Redevelopment Administrator and Deputy City Manager. The evaluation committee ranked the responses based on qualifications, experience, references, location of firm and oral presentation.

Scoring was based on the following scale:

- 1 = Below Average
- 2 = Average
- 3 = Above Average
- 4 = Excellent

The collective evaluation and scoring summary sheet is shown below.

Respondent	Project Team Qualifications	Experience	References	Location of Firm	Interview Presentation	Total Score	Rank
Dix.Hite Partners	4	4	4	3	4	390	1
Littlejohn	4	4	4	3	3	330	2
Genesis	3	3	4	4	3	285	3
Weight per Category	20	35	20	10	15		

All three firms provided outstanding responses to the RFQ and first-rate interview presentations.

Dix Hite + Partners delivered a more well-defined, logical structure that clearly delineated roles for each participant in the implementation of their component of the project. Their examples of relevant projects coincided with the scope of work and their approach included a public involvement process. Furthermore, their

tangible examples of successful branding were most relevant to the City of Jacksonville Beach. For these reasons, Dix Hite + Partners received the highest ranking.

Following notification to the other qualified respondents, staff entered into a contract negotiation with Dix.Hite + Partners. A copy of their fee proposal and scope of work is attached to this memo. The proposed contract will be for one (1) three-year period with options for up to three (3) one-year extensions of the initial contract.

The Community Redevelopment Agency approved funding for Phase 1 of the RFQ at its meeting on April 18, 2016. Services to be funded by the Community Redevelopment Agency are:

Phase 1 Tasks	Description	Cost	Fee Basis
Task 1	Project Management and Meetings	\$12,100	Hourly, Not to Exceed
Task 2	Conceptual Design and Plan	\$75,000	Lump Sum
	Reimbursable Expenses	\$4,500	Not to Exceed
TOTAL		\$91,600	

Following the development of the Downtown Action Plan Implementation and Management Plan, the City and Dix.Hite may contract for additional services for Phase 2 tasks as described in the RFQ. Funding for the Phase 2 task orders is expected to come primarily from the Community Redevelopment Agency.

RECOMMENDATION:

Award RFQ 03-1516 to *Dix. Hite + Partners* and authorize the Mayor and City Manager to execute a contract for services with Dix.Hite + Partners, as described in the memorandum from the Planning and Development Director dated April 26, 2016.



City of Jacksonville Beach Proposal for Services RFQ #: 03-1516

(1) Downtown Action Plan Implementation and Management Plan

Prepared by:



150 West Jessup Avenue
Longwood, Florida 32750
(p) 407.667.1777

March 30, 2016

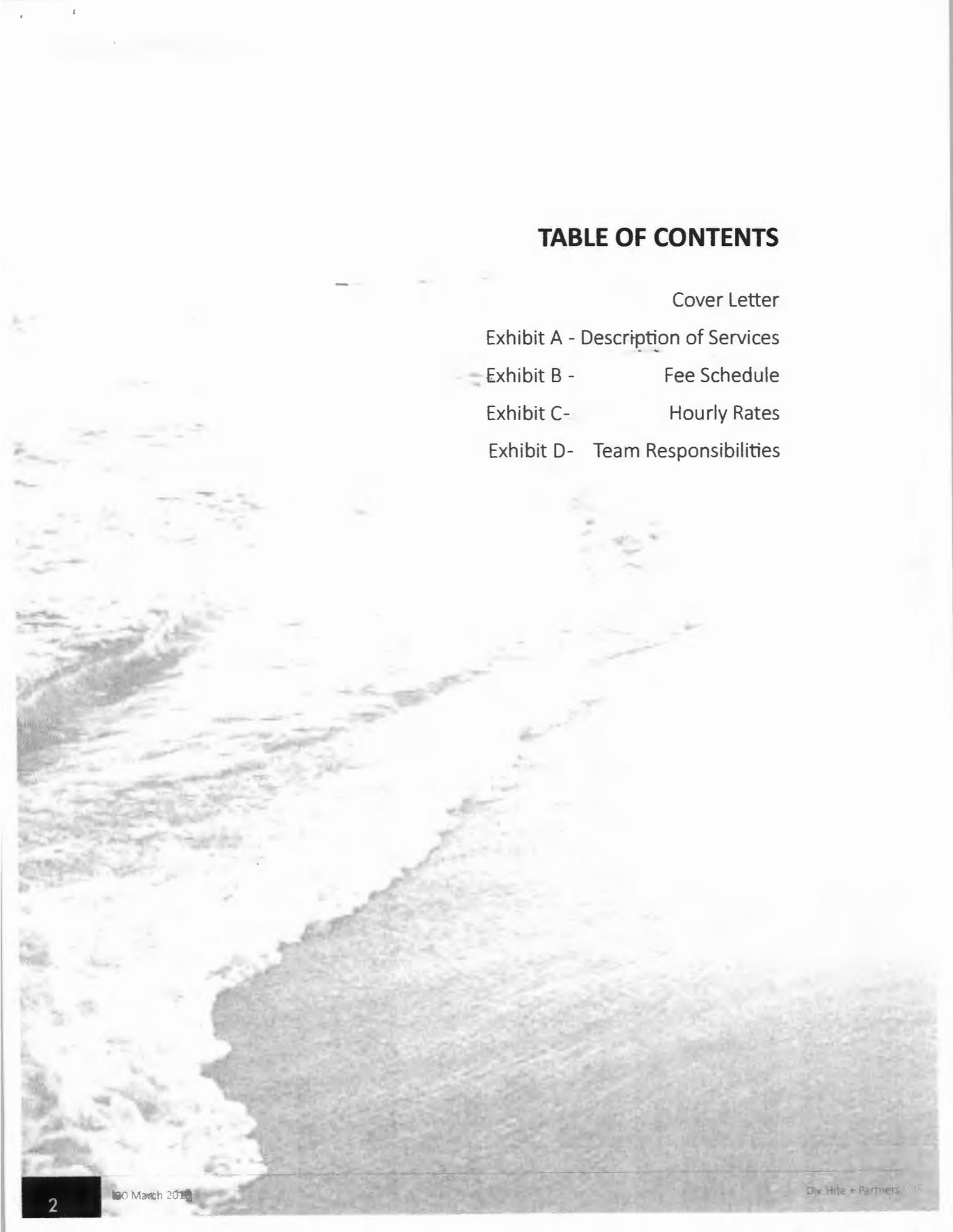


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DIX.HITE
+ PARTNERS

March 30, 2016

Jason Phitides / Purchasing Agent
City of Jacksonville Beach
Property & Procurement Division
1460-A Shetter Avenue
Jacksonville Beach, FL 32250

**Re: Proposal for Landscape Architecture Services
Downtown Action Plan Implementation & Management Plan Phase 1**

Jason,

Thank you for the opportunity to submit this proposal for the conceptual design for landscape architecture services for which we are ranked first in your RFQ process for the above mentioned project.

We understand that this proposal will be presented for approval to City Council. Please do not hesitate to contact me if you feel revisions are necessary. Our team looks forward to continuing our former work with you!

Sincerely,

Dix.Hite + Partners, Inc.
Greg Bryla, PLA

Attachments

EXHIBIT A
DESCRIPTION OF SERVICES

Jacksonville Beach Implementation & Management Program
March 30, 2016

The Scope of Services proposed herein generally includes landscape architectural services for The City of Jacksonville Beach, Florida. The Consultant (DH+P) will provide the following services for the City (City of Jacksonville Beach, FL):

Project Understanding

The City of Jacksonville Beach, Florida, desires an implementation plan that recommends the phasing/sequencing of each task item, the type of item to be constructed or installed, placement/location of the item, and design criteria that will serve as the basis for the preparation and completion of the specific task orders included in the Scope of Work (Attachment A). The proposal should anticipate one or more public meetings or workshops during this phase of the project. The Plan primarily addresses the area in Jacksonville Beach, Florida between 13th Avenue South, A1A (Third Street), 9th Avenue North and the Atlantic Ocean.

DH+P will be preparing an Implementation & Management Plan for the scope of work described below.

Project Elements:

- Downtown Branding and Marketing / Linkage to City website
- Wayfinding and Signing
- Pier Entry Feature & Security fencing
- Public Art Master Plan
- Latham Plaza Master Plan
- Street Furnishings Palette
- Existing Lighting Assessment & Recommendations
- Bicycle Parking Master Plan
- Public Workshops

Scope of Services

The Consultant will perform the following described Scope of Services:

IMPLEMENTATION PLAN

1. Project Management and Meetings

- 1.1. Manage project tasks, scheduling and communication with Design Team.
- 1.2. Attend required Design Team meetings and weekly conference calls.

2. Conceptual Design

2.1. Base Mapping – The City shall provide CAD and/or GIS files for use as a base map to be utilized for the conceptual design. The base map will reference existing survey & civil engineering work to date and, in addition, shall include the following:

- The project site parcel boundary survey
- Existing/ proposed utilities adjacent to the Site

- Existing and proposed road right of way improvements adjacent to the scope of work

May include:

- Wetland and flood plain boundaries
- Site topographic spot elevations
- Tree survey locations

2.2. Meetings –The Team will coordinate with the City a workshop for one (1) City staff kick-off meeting and one (1) public involvement workshop.

2.2.1. City staff will participate in a one (1) day session in Consultant’s office to confirm the objectives, budgets and schedules for each task included in this scope of work. City to determine which departments will attend.

2.2.2. Public Involvement workshop – This workshop will occur after Task 2.4. It will solicit input and review of preliminary master plan as well as any additional public desires for the task items. Also included is the development of online survey design, development and deployment one day prior to physical workshop. It is anticipated that the following items will be discussed at workshop and through the online survey:

- Design Program
 - Downtown Branding and Marketing / Linkage to City website
 - Wayfinding and Signing
 - Pier Entry Marker & Security fencing
 - Public Art Master Plan
 - Latham Plaza Master Plan
 - Street Furnishings Palette
 - Existing Lighting Assessment & Recommendations
 - Bicycle Parking Master Plan

2.2.3. Final Master Plan Presentation – Team will attend one (1) City Council meeting to present the final Master Plan as described in Task 2.9.

Deliverable: As a result of the above tasks, produce the following submittals:

- Host City staff kick-off meeting
- Coordinate with City and facilitate one (1) Public Workshop of three (3) hours in length;
- Provide workshop graphics and exhibits outlining limits of work and subject matter;
- Compile results of workshop, including input received through online survey, in one (1) 11x17 PDF document

2.3. Site Analysis – Visit the Site one (1) time with the City’s Representative(s) to validate the conceptual direction to date and to evaluate the existing project limit of work.

2.4. Preliminary Conceptual Master Plan – Based on input received from City staff kick-off meeting, prepare a preliminary conceptual plan for the physical design of the streetscape and wayfinding elements. This overall conceptual design plan for the public realm and wayfinding will identify proposed hardscape and landscape improvements associated with the project area development.

2.4.1 Latham Plaza – anticipated elements include: flexible use spaces, site furnishings, walkway connections, lighting, sound, security; create plan graphic at appropriate scale with supporting sketches, elevations and comparable imagery;

2.4.2 Pier Entry Feature – identification signing and/or gateway element, security fencing and lighting; create plan graphic and elevations depicting scale, materials and finishes;

- 2.4.3 Wayfinding & Signing - Includes review of existing system, the development of sign prototypes and standards using the existing surfboard theme. Concepts to be included within the abridged brand standards manual (referenced in Branding); conceptual location plan and sign type inventory; sign message schedule is not included.
- 2.4.4 Site furnishings palette – provide a selection of pre-manufactured seating and shade elements that fulfill the City’s performance requirements; Custom elements may also be considered within other tasks as opportunities arise;
- 2.4.5 Bicycle Parking Master Plan - review City’s current bicycle parking plan and parking fixtures and assist in creating overall graphical master plan depicting current and proposed locations. Information and graphics will be suitable for use on the City’s website.

Deliverable: As a result of the above tasks, produce the following submittals:

- One (1) overall Concept Master Plan PDF booklet containing all tasks listed above.

2.5. Branding – Team will review existing City brand and make recommendations for a cohesive and marketable identity:

- 2.5.1. Brand enhancement using current “beach vibe” character;
- 2.5.2. Create promotional online media including (3) prototypical landing pages; development of various graphics for environmental, print and digital applications;
- 2.5.3. Abridged brand standards manual depicting use of City logos, monikers, fonts, colors and other standardized imagery for use by City on print and digital applications.

Deliverable: As a result of the above tasks, produce the following submittals:

- One (1) Standards Manual PDF with uploadable file formats and print-ready formats in native digital files of standard images/logos/type.

2.6. Art Master Plan – Create master plan that identifies opportunities and specific locations for public art as well as solicitation process for northeast Florida artists. Ideally, some art elements may be functional art in order to provide artistic civic amenities that promote the beach vibe, i.e., custom seating, railings, bike racks, etc.

- 2.6.1. Master Plan - Create goals & objectives for artistic content and character within an objective framework. Plan graphic will illustrate opportunities for 2D and 3D art elements and describe performance and/or prescriptive criteria for individual pieces.
- 2.6.2. Murals – Master Plan will locate opportunities and overall sizes to achieve code compliant murals on public buildings and potential existing private development. Murals will reinforce the beach vibe character.
- 2.6.3. Artist Solicitation –Request for Proposals (RFP) and artist selection criteria for site specific art installation and/or fabrication. Some art elements may be combined within other design tasks. Selection preference will be on NE Florida artists who can demonstrate experience with graphic and content quality commensurate with civic pieces. The Team will coordinate selection of art committee members for evaluation of artist proposals.

Deliverable: As a result of the above tasks, produce the following submittals:

- One (1) Art Master Plan PDF with art goals & objectives and performance/content criteria
- Participate in two (2) committee sessions for artist selections. (1) in person and (1) via phone.

2.7. Statement of Probable Cost– Prepare a statement of probable cost for improvements associated with the area development of the Project site and within this Consultant’s scope of

services. Consultant shall coordinate the planning and evaluation of the City's budget for the total cost of those improvements within the Consultant's design scope unless authorized otherwise by the City.

2.8. Final Conceptual Master Plan-Based on public input and staff comments from the preliminary conceptual master plan review, produce a final conceptual master plan. Elements to be addressed are contained within tasks 2.4 through 2.6. The final order of magnitude cost estimate is also included.

Deliverable: As a result of the above tasks, produce the following submittals:

- One (1) final conceptual master plan PDF booklet.
- One (1) order of magnitude statement of probable costs PDF.

2.9. Lighting Assessment – Team will review and document the existing street lighting in limit of work area for compliance with current design standards. Team will make recommended improvements regarding light coverage and energy efficiency. Team will assist City with budget review and a schedule for phased replacement/upgrades.

Deliverable: As a result of the above tasks, produce the following submittals:

- One (1) Lighting assessment PDF report

3. Additional Services

3.1. Provide Additional Services as mutually agreed between the Consultant and the City. An equitable adjustment to the Scope of Services and Compensation will be made through a Supplement to this Agreement for any Additional Services.

ADDITIONAL SERVICES (NOT INCLUDED IN THIS SCOPE):

The following services are not included in the above scope and will be considered additional services:

- A. Tasks not specifically outlined in the Scope of Services.
- B. Surveys.
- C. Soil Issues including subsurface conditions, level of compaction, content, suitability for plant material.
- D. Any design services beyond these conceptual design tasks.
- E. Revisions as a result of design changes, architectural footprint or base changes, City changes or other consultant changes that are not as a result of DH+P's scope.
- F. Interactive pool features (fountains, splash pads, waterslides, etc.)
- G. Swimming pool and fountain engineering plans.
- H. Architectural structural detailing.
- I. Irrigation design.
- J. Permit submittal.
- K. As-built services.
- L. Logo design.
- M. Location of utilities or boundary lines.

SCHEDULE

The Consultant will complete its Scope of Services within the timeframe agreed to during the City Staff kick-off meeting. Time will be estimated to complete the project within the City's overall timeframe, subject to delay occasioned by factors beyond the Consultant's reasonable control. The City's conceptual level schedule has yet to be established.

COMPENSATION

Compensation for services rendered under this Scope of Service will be on a lump sum basis.

Direct Expenses will be estimated and include a 10% mark up for administrative handling.

**EXHIBIT B
COMPENSATION**

**City of Jacksonville Beach Implementation & Management Plan
March 30, 2016**

PHASE 1 TASKS

Task 1	Project Management and Meetings	\$ 12,100	Hourly NTE
Task 2	Conceptual Design	\$ 75,000	Lump Sum
	2.1 Base Mapping		
	2.2 Meetings & Workshop		
	2.3 Site Analysis		
	2.4 Preliminary Master Plan		
	2.5 Branding		
	2.6 Art Master Plan		
	2.7 Opinion of Probable Cost		
	2.8 Final Conceptual Master Plan		
	2.9 Lighting Assessment		
	Reimbursable Expenses	\$ 4,500	NTE

EXHIBIT C

CONSULTANTS HOURLY RATE SCHEDULE

City of Jacksonville Beach

March 30, 2016

DH+P Time Charge services (including additional services) will be billed on an hourly basis at the following rates*:

Principal II	\$ 180.00/hr.
Principal I	\$ 160.00/hr.
Financial Manager	\$ 160.00/hr.
Studio Leader	\$ 140.00/hr.
Senior Project Manager	\$ 125.00/hr.
Color Studio Project Manager	\$ 115.00/hr.
Project Manager	\$ 105.00/hr.
CAD Production Manager	\$ 95.00/hr.
Designer III	\$ 95.00/hr.
Designer II	\$ 85.00/hr.
Designer I	\$ 75.00/hr.
Office Manager	\$ 75.00/hr.
Administration	\$ 60.00/hr.
Technical	\$ 55.00/hr.

* Rates are subject to change.

DH+P KEY PERSONNEL

Chris Hite	Principal II/Oversight
Greg Bryla	Principal I/Senior Designer
Kody Smith	Project Manager/Landscape Architect
Viviana Castro	Designer I

SUBCONSULTANTS

PlanActive Studio	Public Participation
Planner	\$ 125.00/hr.
Kittelson, Inc.	Lighting Assessment
Planner	\$ 160.00/hr.
Urban Design	\$ 120.00/hr.
Engineer	\$ 180.00/hr.
REMIXED	Branding/Wayfinding
Principal	\$130.00/hr.
Designer	\$ 80.00/hr.

EXHIBIT D

TEAM RESPONSIBILITIES

TEAM ROLE	TASKS	
<p>LANDSCAPE ARCHITECTURE</p> <p>Dix.Hite+Partners</p>	<p>All tasks</p>	<p>Registered Landscape Architects, State of Florida</p>
<p>URBAN PLANNING</p> <p>PlanActive Studio, LLC Tara Salimieri, AICP, FBCI</p>	<p>Public Workshop, Zoning, Code Amendments</p>	<p>N/A</p>
<p>URBAN DESIGN + LIGHTING</p> <p>Kittelson & Associates, Inc John Paul Weesner, PLA Jane Lim-Yap, AICP, LEED AP Justin A. Bansen, PE</p>	<p>Public Workshop, Bicycle Parking Master Plan assistance, Lighting Analysis</p>	<p>Registered Landscape Architects, Registered Civil Engineer, State of Florida</p>
<p>ARCHITECTURE</p> <p>Dasher Hurst Architects Tom Hurst, AIA, LEED AP BD+C Glenn Dasher, AIA, LEED AP BD+C</p>	<p>No Services Required in Phase 1 scope</p>	<p>Registered Architect, State of Florida</p>
<p>BRANDING + SOCIAL MEDIA</p> <p>REMIX Doug Berger</p>	<p>Branding & Standards, assistance with Wayfinding/Signing</p>	<p>N/A</p>



BEACHES | ENERGY
SERVICES

TO: George D. Forbes
City Manager

FROM: Allen Putnam
Director of Beaches Energy Services

DATE: April 20, 2016

SUBJECT: Electric Supplies – 12 Months Requirements

ACTION REQUESTED:

Approval of Bid No. 1516-08 – Electric Supplies – 12 Months Requirements.

BACKGROUND:

The City of Jacksonville Beach solicited bids from six (6) vendors. On April 20, 2016, six (6) bids were received for Bid No. 1516-08. This bid covers 28 different items stocked in the Storeroom for use by Beaches Energy Services for maintenance of the overhead and underground electric system.

The lowest bidders meeting specifications are as follows:

Item	Description	Est. Qty	Vendor	Unit Price	Total
1	1/0 modular terminator with mounting bracket, 25 Kv	100	Stuart Irby	\$ 128.20	\$ 12,820.00
2	2/0 - 350 kcmil connector	1,000	Stuart Irby	\$ 2.54	\$ 2,540.00
3	Connector cover	1,500	Gresco	\$ 1.55	\$ 2,325.00
4	Solid state photocell w/320 joule mov surge protection	800	Stuart Irby	\$ 3.49	\$ 2,792.00
5	Elbow arrestor, 21 kV	200	Gresco	\$ 80.20	\$ 16,040.00
6	Fault indicator w/pp2 logic dynamic curve fiber remote	600	Tri-State	\$ 156.05	\$ 93,630.00
7	600 amp elbow connector, 350 kcmil, 25 kV	75	Stuart Irby	\$ 97.49	\$ 7,311.75

8	Four point loadbreak junction, 25kV	50	Stuart Irby	\$ 165.97	\$ 8,298.50
9	1/0 straight splice	50	Stuart Irby	\$ 30.98	\$ 1,549.00
10	10" suspension insulator, 30,000 lb. strength rating	60	Stuart Irby	\$ 24.92	\$ 1,495.20
11	200 amp deadend loadbreak receptacle	100	Gresco	\$ 20.89	\$ 2,089.00
12	1-1/2" service connection box w/ lid marked "Electric"	150	Stuart Irby	\$ 97.23	\$ 14,584.50
13	2" service connection box w/lid marked "Electric"	20	Stuart Irby	\$ 128.48	\$ 2,569.60
14	Cut-away lock (short shank)	2,500	Stuart Irby/Tri-State	\$ 1.48	\$ 3,700.00
15	Insulating parking bushing, 25 kV	50	Gresco	\$ 43.49	\$ 2,174.50
16	1/0 loadbreak elbow connector, 25 kV	500	Stuart Irby	\$ 27.44	\$ 13,720.00
17	Loadbreak bushing insert, 200 amp, 25 kV	200	Stuart Irby	\$ 28.39	\$ 5,678.00
18	Tri-mount cutout & arrester bracket w/hardware	50	Stuart Irby	\$ 94.10	\$ 4,705.00
19	Medium bronze parallel connector	2,000	Anixter	\$ 2.14	4,280.00
20	Single mount arrester & cutout bracket w/2" captive bolt	100	Stuart Irby	\$ 36.26	\$ 3,626.00
21	Surge arrester 21 kV c/w crossarm bracket	200	Stuart Irby	\$ 35.48	\$ 7,096.00
22	Cutout open dist. c/w loadbuster hook, 100 amp, 38 kV	150	Stuart Irby	\$ 78.85	\$ 11,827.50
23	Two way feed thru connector	75	Gresco	\$ 103.39	\$ 7,754.25
24	Cut-away lock (long shank)	200	Gresco	\$ 0.68	\$ 136.00
25	200 amp secondary pedestal	30	Elec Supply	\$ 160.00	\$ 4,800.00
26	1000KCM modular terminator with mounting bracket	30	Stuart Irby	\$ 435.19	\$ 13,055.70
27	Single phase fiberglass horizontal post insulator bracket	200	Anixter	\$ 32.65	\$ 6,530.00
TOTALS					
		<u>10,990</u>			<u>\$ 257,127.50</u>

A complete bid tabulation is attached.

Funds are budgeted in Beaches Energy Services' Operating Supplies and Capital Improvements Accounts.

George D. Forbes

Page 2

April 20, 2016

RECOMMENDATION:

Award Bid No. 1516-08 to the lowest bidders meeting specifications as explained in the memorandum from Beaches Energy Services Director dated April 20, 2016.

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

Beaches Energy Services
 Bid Tabulation Sheet
 Bid No. 1516-08 Electric Supplies

Item no.	Description	Est. Qty	Anixter	Electric Supply	Gresco	Stuart Irby	Tri-State	Wesco	Totals
1	1/0 modular terminator with mounting bracket, 25 Kv	100	\$ 135.45	no bid	no bid	\$ 128.20	no bid	\$ 144.68	\$ 12,820.00
2	2/0 - 350 kcmil connector	1,000	\$ 2.88	\$ 3.55	\$ 3.49	\$ 2.54	\$ 3.89	\$ 3.01	\$ 2,540.00
3	Connector cover	1,500	\$ 1.55	\$ 1.95	\$ 1.55	\$ 1.65	no bid	\$ 1.80	\$ 2,325.00
4	Solid state photocell w/320 joule mov surge protection	800	\$ 3.75	\$ 4.05	\$ 3.87	\$ 3.49	\$ 4.10	\$ 3.70	\$ 2,792.00
5	Elbow arrestor, 21 kV	200	\$ 81.55	no bid	\$ 80.20	\$ 102.06	no bid	\$ 100.75	\$ 16,040.00
6	Fault indicator w/pp2 logic dynamic curve fiber remote	600	\$ 161.35	\$ 159.75	\$ 158.20	\$ 243.00	\$ 156.05	\$ 170.35	\$ 93,630.00
7	600 amp elbow connector, 350 kcmil, 25 kV	75	\$ 101.06	\$ 102.00	\$ 98.45	\$ 97.49	\$ 101.90	\$ 105.55	\$ 7,311.75
8	Four point loadbreak junction, 25kV	50	\$ 175.53	\$ 205.75	\$ 170.10	\$ 165.97	\$ 174.69	\$ 173.95	\$ 8,298.50
9	1/0 straight splice	50	\$ 36.02	no bid	no bid	\$ 30.98	no bid	\$ 32.10	\$ 1,549.00
10	10" suspension insulator, 30,000 lb. strength rating	60	\$ 28.50	no bid	no bid	\$ 24.92	no bid	\$ 25.75	\$ 1,495.20
11	200 amp deadend loadbreak receptacle	100	\$ 21.25	\$ 31.25	\$ 20.89	\$ 21.52	\$ 25.20	\$ 21.76	\$ 2,089.00
12	1-1/2" service connection box w/ lid marked "Electric"	150	\$ 124.95	\$ 107.00	\$ 100.89	\$ 97.23	no bid	no bid	\$ 14,584.50
13	2" service connection box w/lid marked "Electric"	20	\$ 176.70	\$ 133.00	\$ 131.74	\$ 128.48	no bid	no bid	\$ 2,569.60
14	Cut-away lock (short shank)	2,500	\$ 1.55	\$ 1.55	no bid	\$ 1.48	\$ 1.48	no bid	\$ 3,700.00
15	Insulating parking bushing, 25 kV	50	\$ 43.55	\$ 101.25	\$ 43.49	\$ 47.00	\$ 79.32	\$ 48.20	\$ 2,174.50
16	1/0 loadbreak elbow connector, 25 kV	500	\$ 28.18	\$ 36.15	\$ 27.78	\$ 27.44	\$ 35.30	\$ 30.56	\$ 13,720.00
17	Loadbreak bushing insert, 200 amp, 25 kV	200	\$ 28.65	\$ 32.75	\$ 28.60	\$ 28.39	\$ 30.30	\$ 29.89	\$ 5,678.00
18	Tri-mount cutout & arrestor bracket w/hardware	50	\$ 96.45	no bid	no bid	\$ 94.10	\$ 94.40	\$ 112.75	\$ 4,705.00
19	Medium bronze parallel connector	2,000	\$ 2.14	\$ 2.95	\$ 2.40	\$ 2.24	\$ 2.20	\$ 2.42	\$ 4,280.00
20	Single mount arrestor & cutout bracket w/2" captive bolt	100	\$ 37.70	no bid	no bid	\$ 36.26	\$ 41.54	\$ 43.90	\$ 3,626.00
21	Surge arrestor 21 kV c/w crossarm bracket	200	\$ 38.65	\$ 37.70	\$ 38.84	\$ 35.48	\$ 36.95	\$ 60.34	\$ 7,096.00
22	Cutout open dist. c/w loadbuster hook, 100 amp, 38 kV	150	\$ 82.55	\$ 86.00	\$ 81.90	\$ 78.85	\$ 140.80	\$ 79.85	\$ 11,827.50
23	Two way feed thru connector	75	\$ 103.65	\$ 114.50	\$ 103.39	\$ 107.00	\$ 109.50	\$ 119.31	\$ 7,754.25
24	Cut-away lock (long shank)	200	\$ 0.70	no bid	\$ 0.68	\$ 0.69	\$ 0.74	\$ 0.95	\$ 136.00
25	200 amp secondary pedestal	30	no bid	\$ 160.00	\$ 178.53	\$ 161.45	\$ 207.35	no bid	\$ 4,800.00
26	1000KCM modular terminator with mounting bracket	30	\$ 460.44	no bid	no bid	\$ 435.19	no bid	\$ 491.00	\$ 13,055.70
27	Single phase fiberglass horizontal post insulator bracket	200	\$ 32.65	no bid	no bid	\$ 61.23	no bid	\$ 66.15	\$ 6,530.00
TOTALS			<u>10,990</u>						<u>\$ 257,127.50</u>

City of
Jacksonville Beach

City Hall
11 North Third Street
Jacksonville Beach

FL 32250
Phone: 904.247.6231
Fax: 904.247.6107
Planning@jaxbchfl.net

www.jacksonvillebeach.org

MEMORANDUM

To: George D. Forbes, City Manager

From: Bill Mann, Planning and Development Director 

Re: Ordinance No. 2016-8072, rezoning the property located at 2315 Beach Boulevard from *Commercial, general: C-2* and *Industrial: I-1* to *Planned Unit Development District: PUD*.

Date: April 20, 2016

ACTION REQUESTED:

Adopt Ordinance No. 2016-8072, establishing a *Planned Unit Development: PUD* Zoning District within the City of Jacksonville Beach, Florida, as provided under Chapter 34 - Land Development Code of the Jacksonville Beach Code of Ordinances. (Applicant – Ken Taylor, *Beach Marine* property)

BACKGROUND:

The subject property is located between 2nd Avenue North and Beach Boulevard, and 20th Street North and the Intracoastal Waterway. The primary business address of the subject property is 2315 Beach Boulevard. The subject property consists of 27.7 acres total, with 12.5 acres of uplands and 15.2 acres of active marina basin. The property owner has applied for approval to rezone the property from *Commercial, general: C-2* and *Industrial: I-1* to *Planned Unit Development: PUD* for a proposed mixed use development that would include both commercial and residential uses.

The applicant has determined that a PUD zoning designation would provide for a consolidated review of all development approvals within the context of the overall development vision for Beach Marine. The applicant's narrative description included as an exhibit to the attached ordinance provides details on the applicant's proposed development.



Existing development on the subject property consists of the following:

- 21,800 square feet of restaurants (indoor and outdoor)
- 1,500 s.f. special events patio
- 14,700 s.f. of office space (three-story office bldg.)
- 9,250 s.f. of mixed use commercial space
- 251 wet and 296 dry boat slips
- 8,700 s.f. of Boat Sales Showroom, plus 1,714 s.f. of mezzanine level office
- Boat repair
- 7,000 square feet of boater warehouse/locker storage space
- ancillary marina structures.

The PUD rezoning application proposes (new and expanded uses underlined):

- 27,500 square feet of restaurants (indoor and outdoor),
- 1,500 square feet special events patio
- 14,700 s.f. of office space (three-story office bldg.)
- 26,775 s.f. expanded mixed use commercial building
- 280 wet and 296 dry boat slips
- 8,700 s.f. Commercial Showroom space, plus 1,714 square feet of mezzanine level office
- Boat repair
- 7,000 square feet of boater warehouse/locker storage space
- 15,525 square feet of general storage/warehousing,
- 40 residential townhomes
- 64-bed hotel, convertible into a maximum of 32 multi-family dwelling units.

The project was granted a parking variance via Application BOA#15-100203 for a 95 space reduction from the maximum 482 space off-street commercial parking requirement identified in the applicant's shared parking analysis (Attachment I of the application). The total on-site commercial parking space requirement is 387 spaces with the variance. Each proposed townhouse unit will provide its required two parking spaces.

From the application narrative, the anticipated project buildout will be 3-5 years for the residential units and 5-10 years for the commercial uses. Phase 1 will consist of the residential townhouses on the south side of the basin, reconstruction of south eastern commercial parking area, and may also include the new storage/warehousing building, and the removal of any existing buildings to be redeveloped. Phase 2 may be split into two parts, and will consist of the new commercial construction along the south side of the basin, and the

townhouse development along the northern basin. Phase 3 will include the hotel on the north side of the basin. According to the applicant's narrative, all phases may be adjusted based on market demand.

Given that this application deals largely with an existing developed commercial marina property, the focus of its approval by the City Council should be on the following aspects of the application for the additional uses proposed and for any requests to deviate from those land development code regulations that would normally apply to the development that the applicant is proposing:

1. The applicant is seeking to ratify by this rezoning, the extents of existing outdoor deck areas associated with the two existing restaurant buildings on-site. (1,800 s.f. associated with Billy's restaurant, 5,000 s.f. adjacent to the former Nipper's restaurant building) There are provisions in the application narrative, however, that if any other restaurant or bar development were to occur on the subject property, they would comply with the City's LDC Sec 34-407 Outdoor Restaurant and Bar standards, including those for allowable outdoor deck areas.
2. In addition to the listed uses to be permitted by right in the proposed development, the applicant is requesting that the following uses be allowable as conditional uses within the PUD, subject to Land Development Code (LDC) requirements:
 - Bar, lounge, nightclub, tavern or other drinking place
 - Outdoor bar
 - Microbreweries not classified as restaurant

As these uses are listed as conditional uses in the C-2 zoning district regulations that currently govern the majority of the subject property, staff has no issue with this request.

3. The applicant is requesting to develop multifamily townhouses on undeveloped areas along the north and south sides of the marina basin, as shown on the PUD Master Plan, Attachment F to the application. This request is viewed by staff as reasonable, especially in light of the recent successful development and sales of similar water-oriented townhouses recently built on the south side of the Intracoastal Waterway bridge. The applicant is also requesting relief from the standard RM-1 townhouse, two-family, and multiple family dwelling setbacks, due to the limited space of the developable areas along the basin, and because they are intended to be oriented directly on the waterfront and the 10' wide pedestrian boardwalk that wraps around the basin. In this context, the proposed modified development standards are viewed as reasonable.

4. The applicant is proposing a 64-room hotel to be developed along the north side of the basin, and is further requesting that that facility be convertible to 32 multifamily dwelling units in the event that the hotel concept proves unsuccessful. Given that the required parking for the 64-room hotel would also satisfy the requirement for a 32-unit multifamily use, this request is not seen as unreasonable. It should be noted that such conversion to multiple family units may require an amendment to the PUD Master Plan if the hotel building footprint were to change significantly from how it is currently delineated on the master plan.
5. The applicant is requesting the ability to construct a 15,525 s.f. general warehouse/storage facility at the southeast corner of the existing dry boat storage building. This request is viewed as reasonable given that the applicant is currently entitled to develop such use on the I-1 zoned portion of the subject property now, in the same general area, in the vicinity of other I-1 zoned properties along 20th Street North.
6. Parking - The applicant received a variance for the commercial portions of the proposed development last year, via Application BOA 15-100203. The justification provided in that application was that there was existing on-street parking on both sides of the Beach Boulevard frontage road along the south side of the subject property, and that parking was used with FDOT's permission by customers and visitors to the applicant's property. The Board of Adjustment did express concern that the parking along the south side of the frontage road was only partially paved. The applicant states in the PUD application narrative that he will contact FDOT to seek permission to improve the pavement conditions for, or the demarcation of, parking spaces along the south side of the FDOT frontage road adjacent to the subject property. In the event that FDOT approves that request, staff feels that a minimum of 30 paved and striped spaces should be provided along the south side of the frontage road. Those spaces, combined with 65 paved and striped spaces on the north side of the frontage road, would equate to the 95 space parking relief granted to the applicant via Variance Application BOA 15-100203.
7. Signage - The applicant has a legal nonconforming pylon style sign located along the south side of the subject property. That sign is currently allowed to exist as a legal nonconforming sign, as are many other non-monument style ground signs in the city that were built before the sign standards were amended in April of 2006. (Ref Ord. No. 2006-7920) The applicant is asking that he be allowed to continue, repair, and even rebuild this nonconforming sign in the event it is significantly damaged or destroyed. If this request is approved as part of the requested rezoning, this pylon or pole sign would be the only such nonconforming sign in the city that would not have to abide by the current nonconforming sign regulations. Those regulations do allow minor repairs and maintenance of nonconforming signs, but also require that if a nonconforming ground sign is damaged by any means, or allowed to deteriorate, to an extent equal to 50% or more of the cost to replace it, then

it must be removed, or rebuilt in conformance with current regulations. Staff feels that it would be more appropriate to simply treat that pylon sign as a legal nonconforming sign going forward, the same as any other existing "grandfathered" commercial property pole sign elsewhere in the city.

The applicant is also asking for flexibility and increased sign area for what would be the permitted size and number of ground signs on the subject property, in addition to the existing nonconforming pylon sign. He is requesting an increase in maximum allowable ground signage from one ground sign with a maximum size of 200 s.f. to not more than four ground signs, each with a maximum size of 200 s.f., citing the fact that he has over 3,200 linear feet of commercial street frontage on Beach Boulevard, 20th Street North, and 2nd Avenue North. He is also proposing that, since a significant portion of his property's Beach Boulevard commercial frontage is not visible from Beach Boulevard due to the elevated bridge roadway and embankment, that three signage zones be created on the subject property. These zones, A, B, and C (east to west), are delineated by vertical dashed lines on the PUD Master Plan. The applicant would like the ability to place the allowable signage for uses in Zone C (containing both restaurants, the office building and the hotel) to be located in zones B or C, and the allowable signage for uses in Zone B (the residential townhomes) to be located in Zone B or Zone A. This would allow the movement of signs that might not normally be visible from certain portions of Beach Boulevard to be located on more visible areas along that road. All proposed new ground signs would be constructed within the allowable LDC dimensions for monument style ground signs (maximum 200 s.f. sign area, maximum 16' height, maximum 12.5' width.)

This request for additional ground signage is not inconsistent with the PUD regulations approved for the two large commercial PUD shopping centers in south Jacksonville Beach, both of which were approved for more than one ground sign, due to their large extents of street frontage, and frontage on multiple streets. Further, if the applicant were to subdivide the commercial portions of his property into formal outparcels, each outparcel would be allowed its own ground sign, with a maximum of 200 s.f. of signage depending on its linear street frontage.

The Jacksonville Beach Planning Commission conducted a required public hearing on April 11, 2016 to consider this application. The Planning Commission voted to recommend the approval of this rezoning by the City Council with the following two conditions:

1. That the applicant coordinates with FDOT concerning possible improvements to the existing on-street parking in the FDOT right of way adjacent to the south of the subject property. (The applicant has included a commitment to do this in the project narrative attached to this PUD ordinance, and that commitment is also incorporated into the ordinance.)

2. That the existing pylon sign on the subject property be treated as a nonconforming sign and be subject to Land Development Code sign regulations, including regulations governing nonconforming signs and variable message signage. (This recommended condition has been incorporated into the attached PUD ordinance.)

RECOMMENDATION:

Adopt Ordinance No. 2016-8072, establishing a *Planned Unit Development: PUD* Zoning District, approving a unified, mixed-use commercial and residential master development plan for the subject *Beach Marine* property.

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

ORDINANCE NO. 2016-8072

**AN ORDINANCE ESTABLISHING A PLANNED UNIT DEVELOPMENT:
PUD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE
BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE
OF ORDINANCES OF SAID CITY.**

WHEREAS, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

WHEREAS, the owners of certain lands in the City, more particularly described herein, have applied to the City Council for the rezoning of those lands from *Commercial general: C-2* and *Industrial: I-1* to *Planned Unit Development: PUD*.

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

SECTION 1. That the City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

SECTION 2. That the Land Development Code and Zoning Atlas previously adopted by the City Council of the City of Jacksonville Beach, Florida, be and the same is hereby amended and, as amended, shall henceforth read as follows:

That all of the certain territory in the City of Jacksonville Beach, Florida, described as follows, to wit:

A PART OF UNSURVEYED SECTION 32, A PART OF THE SUBMERGED LANDS OF UNSURVEYED SECTION 32, A PART OF SURVEYED SECTION 32 AND A PART OF THE CASTRO Y FERRER GRANT, SECTION 38, ALL LYING WITHIN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF 20TH STREET

NORTH (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 958.11 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THE AFOREMENTIONED SURVEYED SECTION 32 WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 27 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, (A 400 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 1389.50 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY, (A 500 FOOT RIGHT OF WAY AS RECORDED IN PLAT BOOK 14, PAGES 65 THROUGH 74 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 350.01 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 20 SECONDS EAST, DEPARTING FROM SAID EASTERLY LINE, A DISTANCE OF 925.90 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 40 SECONDS WEST, A DISTANCE OF 249.49 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89 DEGREES 27 MINUTES 20 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 654.72 FEET TO THE WESTERLY LINE OF THE AFOREMENTIONED CASTRO Y. FERRER GRANT, SURVEYED SECTION 32; THENCE SOUTH 36 DEGREES 11 MINUTES 22 SECONDS EAST, ALONG SAID WESTERLY LINE AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 2ND AVENUE NORTH, A DISTANCE OF 97.94 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE NORTH 89 DEGREES 27 MINUTES 20 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 664.40 FEET TO THE NORTHWESTERLY CORNER OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 2539, PAGE 1035 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00 DEGREES 32 MINUTES 40 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LANDS AND ALONG THE WESTERLY LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3420, PAGE 686 AND OFFICIAL RECORDS VOLUME 740, PAGE 278 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 370.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 20 SECONDS EAST, A DISTANCE OF 99.96 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET NORTH; THENCE SOUTH 00 DEGREES 32 MINUTES 40 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 249.88 FEET TO THE POINT OF BEGINNING. LANDS THUS DESCRIBED CONTAIN 27.70 ACRES, MORE OR LESS,

LESS AND EXCLUDING THE FOLLOWING SUBMERGED LAND LEASE PROPERTY:

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1060, PAGE 276 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 2 MINUTES 20 SECONDS ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 634.8 FEET; THENCE RUN NORTH 0 DEGREES 32 MINUTES 40 SECONDS WEST, A DISTANCE OF 100 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 20 SEONNDS EAST, A DISTANCE OF 634.8 FEET; THENCE RUN SOUTH 0 DEGREES 32 MINUTES 40 SECONDS WEST, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING. AREA THUS DESCRIBED CONTAIN 1.47 ACRES.

Heretofore zoned as *Commercial general: C-2* and *Industrial: I-1*, be and the same is hereby designated as *Planned Unit Development: PUD*, so that henceforth the same shall be classified and construed to be embraced within the meaning and subject of the general provisions of the *Planned Unit Development: PUD* zoning category as provided in Article VII of the Jacksonville Beach Land Development Code (Chapter 34 of the Code of Ordinances of the City of Jacksonville Beach, Florida), subject to the following additional limitations:

- A. The Rezoning Application dated March 2, 2016, attached as Exhibit A to this ordinance, and containing the project narrative titled "Beach Marine Planned Unit Development," dated April 20, 2016, and preliminary PUD development plan titled "PUD Master Site Plan," dated March 31, 2016, which has been submitted to the City of Jacksonville Beach Planning and Development Department, is hereby adopted and incorporated as part of this amendment to the Jacksonville Beach Land Development Code and Zoning Atlas.
- B. The project shall be generally carried out in accordance with the presentments of the rezoning application attached as Exhibit A to this ordinance, including but not limited to the following:
 - 1. Maximum building height– Thirty-five feet (35) feet, except that buildings within the PUD which exist as of the date of adoption of this ordinance which exceed thirty-five (35) feet in height shall be subject to the provisions of Section 52. Zoning Authority of the Jacksonville Beach City Charter, as amended by Referendum on November 2, 2004.
 - 2. Permitted and conditional uses within the PUD shall be limited to those such uses described in the project narrative contained in Exhibit A to this ordinance.

3. A minimum of three hundred and eighty-seven (387) off-street parking spaces shall be provided for the existing and proposed uses described in Exhibit A to this ordinance, and as shown on the PUD Master Plan included as Attachment F to said Exhibit A.
- C. Signage - Signage within the subject property shall comply with the standards of Land Development Code Article VIII, Division 4. Sign Standards. However, notwithstanding Division 4. Section 34-450 (17), monument style ground signage shall be permitted within the PUD subject to the provisions contained in Exhibit A to this ordinance, in the project narrative paragraph titled "Proposed Development Ground Mounted Signage."
 - D. Existing Pylon Sign - Notwithstanding the provisions contained in Exhibit A to this ordinance relative to the existing single pylon (pole-mounted) ground sign on the subject property, said pylon ground sign shall constitute an existing legal nonconforming sign with respect to Article VIII, Division 4. Sign Standards, and shall be subject to the regulations contained therein, including, but not limited to, the regulations addressing nonconforming and changeable copy signs.
 - E. Parking – Upon approval of this rezoning ordinance, the applicant shall contact the Florida Department of Transportation (FDOT) to seek permission to improve the pavement conditions for, and the demarcation of, on-street parking spaces along the south side of the FDOT frontage road adjacent to the subject property. In the event that FDOT approves such request, the applicant shall provide, or cause to be provided, a minimum of 30 paved and striped spaces along the south side of the frontage road.

SECTION 4. All ordinances or parts of ordinances in conflict herewith be, and the same are, to the extent the same may be in conflict, hereby repealed.

SECTION 5. This ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

AUTHENTICATED THIS _____ DAY OF _____, 2016.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK



REZONING/TEXT AMENDMENT APPLICATION

PC No. 11-16
AS/400# 16-100043

This form is intended for use by persons applying for a change in the text of the Land Development Code or the boundaries of a specific property or group of properties under the person or persons control. A rezoning or change to the text of the LDC is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning or text amendment to the LDC may be approved except in conformance with the Jacksonville Beach 2010 Comprehensive Plan Elements. An application for a rezoning or text amendment to the LDC shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance.

APPLICANT INFORMATION

Land Owner's Name: Rose and Ken Inc. / Ken Taylor
Mailing Address: 2315 Beach Boulevard
Jacksonville Beach, FL 32250

Telephone: (904) 694-2040
Fax: (904) 246-2050
E-Mail: kendall@jaxbeachmarine.com

Applicant Name: Ken Taylor
Mailing Address: 2315 Beach Boulevard
Jacksonville Beach, FL 32250

Telephone: (904) 694-2040
Fax: (904) 246-2050
E-Mail: kendall@jaxbeachmarine.com

NOTE: Written authorization from the land owner is required if the applicant is not the owner.

Agent Name: Brian Wheeler - Genesis / Mack McCuller - Smith Hulsey
Mailing Address: Gen - 9822 Tapestry Park Circle, Suite 201, Jax. FL 32246
Smith Hulsey - 225 Water Street, Suite 1800, Jax. FL 32202

Telephone: (904) 730-9360
Fax: _____
E-Mail: bwheeler@genesisgroup.com
mcculler@smithhulsey.com

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

REZONING DATA

Street address of property and/or Real Estate Number: 177290-0000 2315 Beach Blvd

RECEIVED

Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): Property Appraiser Information Attached.

Current Zoning Classification: C-2 / I-1 Future Land Use Map Designation: Community Commercial / Industrial

MAR - 2 2016

TEXT AMENDMENT DATA

PLANNING & DEVELOPMENT

Current Chapter, Article, Section, Paragraph Number: _____

	<u>REQUESTED INFORMATION</u>		<u>Attached?</u>	
	Yes	No	Yes	No
1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked;	✓			
2. An 8½" x 11" vicinity map identifying the property proposed for amendment;	✓			
3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked;	✓			
4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC.	✓			
5. For an LDC text amendment, include the current text of the Section(s) proposed to be changed and the full text of the proposed amendment. The proposed text amendment submittal must include a cover letter containing a narrative statement explaining the amendment, why it is needed and how it will comply with the goals, objectives, and policies in the Jacksonville Beach 2010 Comprehensive Plan Elements.				

Applicant Signature: Date: 3/2/16

Kendall B Taylor President Rose + Ken Inc.

Beach Marine Planned Unit Development**April 20, 2016**

Applicant: Rose and Ken, Inc. / Beach Marine
Kendall Taylor
2315 Beach Boulevard
Jacksonville Beach, FL 32250
904-694-2040
kendall@jaxbeachmarine.com

**Site Planner/
Agent:** Brian Wheeler, EVP
Genesis
9822 Tapestry Park Circle
Suite 201
Jacksonville, FL 32246
904-730-9360-223
bwheeler@genesisgroup.com

**Land Use Attorney/
Agent:** E. Owen McCuller, Jr. (Mack)
Smith Hulsey & Busey
225 Water Street, Suite 1800
Jacksonville, Florida 32202
(904) 359-7725
omcculler@smithhulsey.com

Engineer: James Sullivan
Genesis
jsullivan@genesisgroup.com

Architect: Nicholas Renard
904-553-2698
nrenard@coterenard.com

**General Contractor/
Project Manager:** Jonathan Plumb
Benchmark Commercial Group, Inc.
904-591-3382
jonathanplumb@comcast.net

**Sales & Marketing:
Consultant** Tim Shea
Shea Properties, Inc.
904-626-3555
sheaman7@gmail.com

Property Description:

The subject property is located north of Beach Boulevard, east of the Intracoastal Waterway, west of 20th St. North and south of 2nd Ave. North. The property has multiple addresses, with primary business address at 2315 Beach Boulevard. The property has 27.7 overall acres, 12.5 acres of uplands and 15.2 acres of active marina water body.

Parcels:

177290-0000 – Marina Basin: 27.70 Acres: 12.50 – Uplands / 15.2 – Dredged Water Body

Attachment A: Warranty Deed – Subject Property

Attachment B: Property Appraiser Page

Attachment C: Duval County Property Assessment Map

Existing Entitlements for the Property:**Future Land Use:**

Community Commercial

Industrial

See "Attachment D" for Future Land Use Map illustrating adjacent uses

Current Zoning:

C-2: Commercial General – most of subject property including marina basin

Industrial

See "Attachment E" for Zoning Map illustrating adjacent uses

Existing Development Rights available via Zoning and Land-Use:

85% lot coverage for commercial development

+

Multi-family at 20 DU/acre, upon conditional use approval per RM-1 Zoning Standards (and Multi-family at 40 DU/acre utilizing the Comprehensive Plan Beach Boulevard Proximity Incentive Density Bonus, Policy (LU 1.5.6)

Reason for Planned Unit Development Re-Zoning:

The existing zoning for the Beach Marine parcel allows for all of the Commercial and Industrial uses and development intensities described in this application. The proposed Residential uses/densities would be allowed as a Conditional Use approved by the Planning Commission. Proposed setback deviations would need Board of Adjustment approval. Also, Residential uses will front internal private drive easements, which is not specifically addressed in the code. It was determined the PUD application allows a consolidated review of these additional approvals in the context of the overall development vision for the Beach Marine parcel.

Existing Conditions:

Two restaurants plus outdoor seating:
 10,000 SF bldg., 5,000 SF Outdoors
 5,000 SF bldg., 1,800 SF Outdoors
 Special Events Patio: 1,500 SF
 Existing 3-story Office Building: 4,900 SF / floor, 14,700 SF Total
 Existing Mixed-Use Building: 9,250 SF
 Wet Boat Slips: 251
 Dry Boat Slips: 296
 Boat Sales – Showroom: 8,700 SF + 1,714 SF 2nd floor Office
 Boat Repair
 Mini-Warehouse Units for boaters: 7,000 SF
 Ancillary marina structures

Development Uses Proposed within PUD Master Plan Dated 3.31.2016:

Multiple Restaurants plus outdoor seating – 27,500 SF (interior and exterior) (21,800 SF existing)
 Special Events Patio: 1,500 SF (existing), active recreation, boardwalk, promenade, pool & amenity elements
 Office Building: up to 3 stories, 4,900 SF / floor – 14,700 SF total (existing)*
 Mixed-Use Building: up to 3 stories, 8,925 SF / floor – 26,775 SF total
 Wet Boat Slips: 251 existing plus 29 future boat slips = 280 total wet boat slips
 Dry Boat Slips: 296 (existing)*
 Miscellaneous Sales – Showroom: 8,700 SF + 1,714 SF 2nd floor Office (existing)
 Storage / Warehousing: 15,525 SF
 Boat Repair
 Mini-Warehouse Units for boaters: 7,000 SF
 Residential Townhomes – 40 dwelling units
 Hotel – 64 Beds (ability for conversion to 32 additional multiple-family units / townhouse dwellings)
 Ancillary marina structures

The Current PUD Master Plan is to be considered an anticipated master build-out for the site. However, certain uses may get modified over time due to economic demands. Modifications to proposed uses and intensities during the phasing of this development will be subject to the requirements set forth in the Parking section text below.

Attachment F: PUD Master Site Plan – Dated 3/31/2016

Attachment G: PUD Conceptual Plat Layout – Dated 4/5/2016

** It should be noted that the existing office building and dry stack storage building pre-date the 2004 Charter Referendum Amendment and exceed the current 35-foot height requirement for new construction. Per the Charter Amendment item 2(d) these buildings can maintain their existing height and size criteria.*

Additional Allowable Development Uses for the Property:

In addition to the above PUD Master Plan uses, all available *development uses and accessory uses within the 2015, City of Jacksonville Beach Land Development Code, under COJB LDC Section 34-343, Commercial General: C-2 are allowable; subject to meeting the parking requirements as discussed within this PUD text.*

The following uses shall be allowed by Conditional Use pursuant to the procedures contained in LDC Article VI Division 4. Conditional Uses.

- Bar, lounge, nightclub, tavern or other drinking place
- Outdoor bars
- Microbreweries not classified as restaurant

Additional uses allowed, by right, for the Beach Marine PUD project site/ property include:

- Refrigerated warehousing and storage
- General warehousing and storage
- Water Transportation / Water Taxi / Boat Tours
- Permanent or short term boat housing within the existing boat slip area
- Personal Care Facilities
- Type II Home Occupations

Commercial / Industrial Area Dimensional Standards:

All commercial and industrial uses shall conform to 2015 LDC Section 34-343, C-2 Zoning District Criteria unless otherwise noted below.

Front Yard Setback: Five (5) feet minimum for new construction

The existing structures located on-site have a 0 to 5-foot front yard setback. Existing structures can be rebuilt to match their existing front yard setback.

Side Yard Setback and Rear Yard Setback: None, except where adjacent to adjacent public right-of-way which would be five (5) feet.

For the purposes of this PUD text, Beach Boulevard, 20th Street and 2nd Ave. South, as applicable, all will be considered front yards for the development.

Building Height: All proposed buildings will meet building height per current land-development code. However, existing structures that pre-date Nov.2, 2004 can be rehabilitated or re-built per the City Charter Amendment and per this PUD should the Charter Amendment change in the future.

Residential Dimensional Standards:

All PUD residential uses shall conform to 2015 LDC Section 34-339, RM-1 Zoning District Criteria, except as otherwise noted below. Residential uses may front either the adjacent ROW or an internal vehicular access easement.

- (1) Two-Family Dwellings: subject to administrative plat review & approvals
 - a. Min. lot area: 4,500 SF
 - b. Min. lot width: Fifty (50) feet at building line
 - c. Min Yards:
 - i. Front Yard: Eighteen (18) feet (from internal easement)
Twenty (20) feet from external ROW (per code)
2nd and 3rd Floor open air porches may extend ten (10) feet into the front yard easement
 - ii. Side Yard: Seven and a half (7.5) feet
 - 1. Corner Side Yard: Seven and a half (7.5) feet
 - iii. Rear Yard: 3' where adjacent to existing boardwalk
 - d. Max. Lot Coverage: Eighty-five (85) percent
- (2) Multiple-Family Dwellings: where shown
 - a. Min. lot area: 4,500 SF
 - b. Min. lot width: Fifty (50) feet at building line
 - c. Min Yards:
 - i. Front Yard: Ten (10)
 - ii. Rear Yard: 3' where adjacent to existing boardwalk
 - d. Max. Lot Coverage: Eighty-five (85) percent
- (3) Townhouse Dwellings: where shown
 - e. Min. lot area: Interior – 1,500 SF / Exterior 2,500 SF (per code)
 - f. Min. lot width: Interior – 15 FT / Exterior – 25 FT (per code)
 - g. Min Yards:
 - i. Front Yard: Eighteen (18) feet (from internal drive easements)
Twenty (20) feet from external ROW (per code)
2nd and 3rd Floor open air porches may extend ten (10) feet into the front yard easement
 - ii. Side Yard: Interior – 0 FT / Exterior – 10 FT (per code)
 - 1. Corner Side Yard: Ten (10) feet
 - iii. Rear Yard: 3' where adjacent to existing boardwalk
 - h. Max. Lot Coverage: Eighty-five (85) percent average
 - i. Internal Units: Ninety (90) percent average
 - ii. External Units: Seventy-five (75) percent average

Attachment H: Typical Townhouse Dwelling Unit for PUD

Division 1. - Parking Requirements:

All parking shall conform to 2015 LDC Article 8, Division 1 – Parking and Loading Standards, except as noted below.

This PUD utilizes City of Jacksonville Beach Shared Parking Standards, utilizing ITE Trip Generation and Standards for overall parking requirements as allowed for under Section 34-376 of the LDC.

This project was granted a Variance under BOA #15-100203 for an on-site parking reduction of 95 parking spaces from total overall parking requirement of 443 spaces. Additional parking spaces may be provided after final engineering and platting.

For the anticipated PUD Master Site Plan, a Shared Parking Analysis has been provided in “Attachment I.” Under the development scenario utilized within this Shared Parking Analysis the total parking demand requires 482 parking spaces. With the reduction of 95 parking spaces from the parking Variance listed above, on-site parking required for the current PUD Master Site Plan dated 03.31.2016 is 387 on-site parking spaces.

This Master Site Plan reflects a potential build-out for the site. It should be noted that fee simple townhouse dwelling units or other residential building typology will meet the minimum parking requirement within their own individual parcel and was not included within this Shared Parking Analysis

As this PUD is scheduled to be a phased project, at any time within the build-out of this project, the engineer submitting development plans must submit an updated Shared Parking Analysis demonstrating that parking will be met when utilizing the 95 spaces via the parcel’s existing Variance. Parking can also be located on any portion of the subject property to serve all uses. For example, if in Phase 1, the parking demand requires 330 spaces on-site, then 235 spaces will be required on-site that meets code standard as described within this PUD text.

The applicant will contact FDOT to request permission to improve pavement conditions for, or demarcation of parking spaces within the FDOT r-o-w adjoining the PUD. The construction of off-site parking improvements shall not be a requirement of this PUD.”

Sec. 34-373. – Design Standards.

(a) (1) Off-street parking: nine (9) feet by seventeen (17) feet. (per code)

(a) (2) Parallel parking: eight (8) feet by twenty (20) feet.

(b) Parking Aisles: Typical 90-degree parking is twenty-three feet wide for a drive aisle. (per code)

One-way parking aisles with internal driveway connections and shared parking adjacent are allowable with a minimum width of 14’. Per fire code, a minimum 20 feet must be paved and clear to accommodate Fire Department Access for the access easements shown as Private Ingress/Egress Easements on Attachment “G”

Sec. 34-374. – Location of parking facilities. As noted above, parking spaces for all uses can be located in any location on the subject property. The intent is that the overall parking may be spread appropriately throughout the development.

Sec. 34-379. - Off-street loading space requirements. Due to space constraints and shared vehicular use area, no commercial uses will be required to have a dedicated off-street loading requirements.

Division 2. - Supplemental Use Standards:

The development shall conform to 2015 LDC Article 8, Division 2 – Supplemental Standards, except as noted below.

Sec. 34-392. - Accessory Use Setback: 0 feet from internal lot lines consistent with common wall construction, 5 feet from external property boundary lines.

Sec. 34-393. - Alcoholic beverage establishments: This is a unified mixed-use plan that will include multiple tenant options in designated mixed-use buildings, which individually shall meet the required minimum setbacks between licensed establishments whose primary activity involves the consumption of alcohol.

Sec. 34-394. – Compatibility setbacks: As this is a unified mixed-use master plan, there are no compatibility setbacks provided or required for this development.

Sec. 34-406. – Fences. (b) Height restrictions: The applicant may install a perimeter opaque wall/fence along the Beach Boulevard ROW, 20th St. N and 2nd Avenue North with a maximum height of 6 feet except as otherwise permitted under the code. This wall/fence will act as a security barrier, and overall development enclosure. All required site visibility requirements will be maintained.

Sec. 34-407. – Outdoor restaurants and bars. 27,500 s.f. maximum combined existing and proposed development.

The area of unenclosed, outdoor customer service area of one individual restaurant or bar, (location A not to exceed 5,000 s.f. contiguous) shall not exceed 50% of the total enclosed area of the adjacent restaurant and bar. The area of unenclosed, outdoor customer service area of one individual restaurant and bar (location B not to exceed 1,800 s.f. contiguous) shall not exceed 36% of the total enclosed area of the adjacent restaurant and bar. Additional unenclosed outdoor customer service area provided with new construction in new locations other than “A &B” shall maintain the ratios established in Section 34-407. This is to allow for existing conditions to be maintained and greater outdoor seating areas for restaurants with views onto the Marina and Intracoastal Waterway. Furthermore, any active recreation space, stage area, dance floor and pedestrian connections will not count towards the outdoor seating area to delineate the overall square footage.

Sound and outdoor music may be allowable within outdoor restaurants and bars, subject to City Codes.

Hours of operation for restaurants are from 6:00 AM to 1:00 AM, 7 days a week.

Domestic animals are allowed within outdoor restaurant and bar seating areas.

Division 3. – Site Clearing and Landscape Standards

All development standards shall conform to 2015 LDC Article 8, Division 3 – Site Clearing and Landscape Standards. Credit may be given for specimen trees/Palms against quantitative requirements.

Division 4. – Sign Standards

All standards shall conform to 2015 LDC Article 8, Division 4 – Sign Standards unless otherwise noted below.

As this is a mixed-use development which is one of its kind for the City of Jacksonville Beach, the applicant shall be allowed a mixture of signage types as typically offered within the land-development code, which shall include as follows:

Existing Pylon Sign with digital display. The existing non-conforming two-sided pylon sign that is centrally located on the southern basin can be maintained on-site and repaired or re-built to match existing sign conditions; or reconstructed to match existing sign conditions with a monument type base. The proportions of the digital display, logo and sign panel cannot be enlarged during any maintenance or repair. This will allow the property owner the right to use this sign into the future, however, the sign can be modified to reflect any new logo development for the branding of the site.

Proposed Development Ground Mounted Signage. The subject property will utilize the intent of the Shopping Center ground mounted signage for overall development signage located on-site. The subject property has approximately 3,200 linear feet of frontage along Beach Boulevard, 20th St. and 2nd Ave. North. The overall subject site shall have no greater than 800 total square feet of maximum allowable sign area, to be located within signage zones defined within Attachment F. All or select allowable signage within signage zone “C” can be permanently relocated within Signage Zone “B”. All or select allowable signage within Signage Zone “B” can be permanently relocated to within Signage Zone “A”. No one individual sign shall exceed 200 square feet in size, nor 16 feet height and width of 12.5 feet per code. The existing non-conforming pylon sign is not subject to relocation per these PUD signage location criteria nor does it count against maximum overall allowable signage square footage for this site.

The intent is for the overall site to have similar or complimentary architectural design for the signage package throughout.

Proposed Wall, Roof, Projected, Window or Door Signage. The subject property will comply with the 2015 Land Development Code Article VIII, Division 4 Sign Standards for wall, window, projections and door locations.

Environmental Standards

The development shall conform to 2015 LDC Article 8, Division 5 – Environmental Standards.

Utilities:

Adequate public facilities will be available for each phase of new construction for the project per Article X of the LDC. The applicant has worked with the Public Works Department to understand the water and sewer requirements necessary to bring utilities to both the northern and southern basins of this property.

Open Space / Recreation Facilities / Waterways:

Approximately 50% of the subject property is an active marina facility and dredged water body. It is the intent of this PUD that the marina facility and waterbody be maintained and that 5.58 acres be designated as active water based recreation. Wet and Dry Marina boat slips can be turned into condominium ownership for each

slip. Additional active recreation space of 1.38 acres are provided via boardwalk promenade, outdoor spaces and amenity elements. Reference Attachment F

Vehicular Circulation:

As seen in the current Master Development Site plan, the anticipated vehicular circulation is considered to be acceptable for all phases of development. This includes primary access into the southern basin from beach Boulevard and 20th Street North, access into a proposed warehouse building from 20th Street North, and four vehicular connection points along 2nd Ave. North along with a dumpster pad located outside of the Public ROW and within the PUD providing for collection along 2nd Ave. N. Additional access connections as needed maybe negotiated during detail engineering design and should not constitute a substantial change to the PUD.

Phasing / Development Schedule:

This project is anticipated to be a multi-phased development dependent on market demand. The overall build-out date is anticipated to be flexible and dependent on both permitting and market absorption.

A Phasing Plan is included as "Attachment K". Revisions to the phase lines and order may be administratively reviewed and approved without PUD modification

Phase 1: *Phase 1* will consist of the residential development in the south-eastern marina basin, and reconstruction of the south-eastern marina basin commercial parking area. *Phase 1* may include the new warehousing / storage building to the east of the dry stack storage facility. *Phase 1* may also include the removal of any existing commercial buildings and/or restaurants on-site and prepared as a commercial pad site for future development. Residential dwellings representing each building type may be constructed as model units concurrent with site construction activity. Certificate of Occupancy for model units may be held until Phase dependent site construction is accepted as complete.

Phase 2: *Phase 2* maybe split into two segments. *Phase 2A* will include the new commercial construction along the south-western basin. *Phase 2A* may include multiple internal phases to allow for the commercial development to be fully built-out. *Phase 2B* will include the new townhouse development along the northern basin.

Phase 2A will require adequate parking utilizing the subject property's variance of 95 spaces. Interim parking requirements will be subject a shared parking analysis at the time of construction.

Phase 3: *Phase 3* is the final phase and will include the hotel parcel on the northern basin.

Depending upon market demand, it is possible that *Phase 3* maybe initiated and/or completed prior to all or some activities as described within *Phase 2A* or *Phase 2B*. Other phases may be similarly adjusted.

PUD Site Plan:

The configuration of the development as depicted in the Site Plan is conceptual and revisions to the Site Plan may be required as the proposed development proceeds through final engineering and site plat plan review, subject to the review and approval of the Planning and Development Department. This includes building footprint, locations, parking drive aisles and pedestrian circulation and common amenity areas.

Modifications

Minor PUD modifications allowable pursuant to the City of Jacksonville Beach Land Development Code Section 34-348 (m), may be accomplished by administrative modification, minor modification, or by the filing of a rezoning. Land Uses not specifically listed, but similar to or associated with a listed use may be permitted by an administrative modification.

Temporary Uses

Temporary sales and leasing office(s) and/or construction trailer(s) shall be allowed to be placed on-site and moved throughout the site as necessary subject to and in association with an active site or building construction permit

Demolition

In order to expedite construction activities on-site, upon approval of the PUD, the applicant can file for a complete demolition permit to remove existing buildings, parking areas, drive aisles, landscaping and trees not to be maintained, and prepare soft grading prior to a full set of site plans approved with the Planning and Development Department.

Architectural Rehab - Demolition

In order to expedite construction activities on-site, Residential dwellings representing each building type may be constructed as model units concurrent with site construction activity. Certificate of Occupancy for model units may be held until Phase dependent site construction is accepted as complete. Furthermore, should architectural plans be completed in advance of full approval with Development Review Services, the developer can request for temporary building permit approval to begin construction on one model building in advance of full site civil approvals subject to review by City Public Works and conformance with the Florida Building Code and City Code Sec. 28-10 related to surety bond provisions.

April 20, 2016

- Attachment A: Warranty Deed for property
- Attachment B: Property Appraiser Page
- Attachment C: Duval County Property Assessment Map
- Attachment D: Future Land Use Map illustrating adjacent uses
- Attachment E: Zoning Map illustrating adjacent uses
- Attachment F: PUD Master Site Plan – Dated 3.31.2016
- Attachment G: PUD Conceptual Plat Layout – Dated 4.5.2016
- Attachment H: Typical Townhouse Dwelling Unit for PUD
- Attachment I: Shared Parking Analysis
- Attachment J: No longer referenced
- Attachment K: Phasing Plan

④
ATTACHMENT A

Book 7984 Pg 1745

WARRANTY DEED

This Instrument, made this November 23, 1994, by

**RONALD D. TAYLOR, SR. and
SHIRLEY ANN TAYLOR, his wife**

and

JACKSONVILLE BEACH MARINE, INC.,
a Florida corporation whose FEIN is 59-1384960
(both such parties being hereinafter referred to as "Grantors")

and

ROSE & KEN, INC.,

a Florida corporation whose tax identification number is 59-3275711, whose address is 2315 Beach Boulevard, Jacksonville, FL 32250 (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to them by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, sell and convey to Grantee, its successors and assigns, the following described lands, together with all improvements thereon (together, the "Property"), to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

This conveyance is subject to:

See Exhibit "B" attached hereto and by reference made a part hereof.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining; to have and to hold, the aforegranted Property to Grantee, its successors and assigns forever.

Grantors make no warranties of title except as set forth below (but intend herewith to convey all of their right, title and interest in and to all of the parcels listed and at minimum remise, release and quitclaim a 100% fee simple interest in and to such parcels.)

Ronald D. Taylor, Sr. and Shirley M. Taylor, as to parcels B, C, C-1, D, E, F, H and L, covenant with Grantee, its successors and assigns, that they are lawfully seized in fee simple of said parcels; that said parcels are free from all encumbrances except as set forth above; that Grantor has a good right to sell and convey the same; that Grantee, its successors and assigns, shall have peaceable and quiet possession of said parcels; that they will execute or procure any further assurances as may be necessary or convenient to perfect title in Grantee, its successors and assigns; and that they will warrant and defend said parcels against the lawful claims and demands of all persons.

Jacksonville Beach Marine, Inc., as to parcels A, B, I and O, covenant to Grantee, its successors and assigns, that it is lawfully seized in fee simple of said parcels; that said parcels are free from all encumbrances except as set forth above; that that Jacksonville Beach Marine, Inc. has a good right to sell and convey the same; that Grantee, its successors and assigns, shall have peaceable and quiet possession of said parcels; that it will execute or procure any further assurances as may be necessary

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Pg: 1745 - 1754
Doc# 94193920
Filed & Recorded
11/29/94
03:10:06 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUNAL COUNTY, FL
REC. \$ 46.50
DEED \$ 11,620.00

⑩

This instrument was prepared by:
Stephen A. Hould
708 North 3rd. Street
P.O. Box 50457
Jacksonville Beach, FL

Return to:
John T. Setton, Foley & Lardner
200 North Laura Street
Jacksonville, Florida 32202-3520
F&L 65388.115

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or convenient to perfect title in Grantee, its successors and assigns; and that it will warrant and defend said parcels against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed and their hand and seals duly affixed.

Signed, sealed and delivered in the presence of:

Book 7984 Pg 1746

[Signature]

CHARLES C. APPELBY
[Print or Type Name]

[Signature]
RONALD D. TAYLOR, SR.

[Signature]
VINCENT D. [unclear]
[Print or Type Name]

[Signature]
SHIRLEY ANN TAYLOR

[Signature]

VINCENT D. [unclear]
[Print or Type Name]

JACKSONVILLE BEACH MARINE, INC., a Florida corporation

[Signature]

By: [Signature]
Ronald D. Taylor
its president

CHARLES C. APPELBY
[Print or Type Name]

{Corp. Seal}

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 20th day of November, 1994, by RONALD D. TAYLOR, SR. and SHIRLEY ANN TAYLOR, his wife, and by Ronald D. Taylor, Sr. as president of JACKSONVILLE BEACH MARINE, INC., a Florida corporation on behalf of such corporation. Such persons: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

(Notary Seal must be affixed)

[Signature]
Signature of Notary

STEPHEN A. HOULD
COMMISSION # CC 379839
EXPIRES JUL 6, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

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PLANNING & DEVELOPMENT

EXHIBIT "A"

A PART OF SURVEYED SECTION 32, UNSURVEYED SECTION 32, AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Book 7984 Pg 1747

FOR POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 27°41'56" WEST, ALONG THE WESTERLY LINE OF SURVEYED SECTION 32 AND ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE RUN SOUTH 89°27'20" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT-OF-WAY, A DISTANCE OF 755.58 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 1060, PAGE 276 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 00°32'40" WEST A DISTANCE OF 100 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1060, PAGE 276; THENCE RUN SOUTH 89°27'20" WEST A DISTANCE OF 634.82 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS NOW ESTABLISHED AS A 500 FOOT RIGHT-OF-WAY AND AS RECORDED IN PLAT BOOK 14, PAGES 65 THROUGH 74 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 01°03'40" WEST ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY A DISTANCE OF 250 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY RUN NORTH 89°27'20" EAST A DISTANCE OF 925.90 FEET TO A POINT; THENCE RUN NORTH A DISTANCE OF 249.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH (AS NOW ESTABLISHED AS A 60 FOOT RIGHT-OF-WAY AND AS IS RECORDED IN DEED BOOK 1353, PAGE 148, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA); THENCE RUN NORTH 89°27'20" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH A DISTANCE OF 654.72 FEET TO A POINT ON THE WESTERLY LINE OF SAID SURVEYED SECTION 32 WHERE SAID RIGHT-OF-WAY LINE TURNS TO THE SOUTHEAST; THENCE RUN SOUTH 36°11'22" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH (BEING ALSO THE WESTERLY LINE OF SURVEYED SECTION 32) A DISTANCE OF 97.94 FEET TO A POINT WHERE SAID RIGHT-OF-WAY LINE TURNS TO THE EAST; THENCE RUN NORTH 89°27'20" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH A DISTANCE OF 664.40 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2539, PAGE 1035, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN SOUTH 00°32'40" EAST ALONG THE WESTERLY BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 2539, PAGE 1035, OFFICIAL RECORDS VOLUME 3420, PAGE 686, OFFICIAL RECORDS VOLUME 740, PAGE 278 AND OFFICIAL RECORDS VOLUME 3033, PAGE 950, A DISTANCE OF 370 FEET TO A POINT LYING AT THE SOUTHWEST CORNER OF THE LANDS DESCRIBED AT OFFICIAL RECORDS VOLUME 3033, PAGE 950, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 89°27'20" EAST ALONG THE SOUTHERLY BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 3033, PAGE 950 A DISTANCE OF 100 FEET MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY LINE OF 20TH STREET NORTH (A 60 FOOT RIGHT-OF-WAY); THENCE RUN SOUTH 00°32'40" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 20TH STREET NORTH A DISTANCE OF 249.88 FEET MORE OR LESS TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 20TH STREET NORTH WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD (A 200 FOOT RIGHT-OF-WAY); THENCE RUN SOUTH 89°27'20" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF BEACH BOULEVARD A DISTANCE OF 958.11 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS AS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PARCEL "A"

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32 SAID TOWNSHIP AND RANGE AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°27'20" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 704.33 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 67.00 FEET; THENCE SOUTH 89°50'14" EAST, A DISTANCE OF 243.02 FEET; THENCE NORTH 04°00'30" WEST, A DISTANCE OF 36.07 FEET; THENCE NORTH 89°27'20" EAST, A DISTANCE OF 463.51 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD AND THE POINT OF BEGINNING. CONTAINING 1.43 ACRES, MORE OR LESS.

PARCEL "B"

A PART OF THE SUBMERGED LANDS OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32 SAID TOWNSHIP AND RANGE AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100 FEET TO SAID WESTERLY LINE OF SURVEYED SECTION 32; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 415.51 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 924.54 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY, AS NOW ESTABLISHED AS A 500 FOOT RIGHT OF WAY AND AS RECORDED IN PLAT BOOK 14, PAGES 65-74 OF SAID PUBLIC RECORDS; THENCE NORTH 01°03'40" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 89°27'20" EAST DEPARTING FROM SAID EASTERLY LINE, A DISTANCE OF 925.90 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.19 ACRES, MORE OR LESS.

PARCEL "C"

A PART OF SURVEYED SECTION 32 AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET; THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 366.88 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00°32'40" WEST, A DISTANCE OF 133.09 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 348.73 FEET THENCE NORTH

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00°32'40" WEST, A DISTANCE OF 119.91 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SECOND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.40 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 253.00 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 140.68 FEET TO THE POINT OF BEGINNING. CONTAINING 1.78 ACRES, MORE OR LESS.

PARCEL "C-1"

A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32 OF SAID TOWNSHIP 2 SOUTH, RANGE 29 EAST AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET; THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.94 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00°32'40" WEST, A DISTANCE OF 56.94 FEET; THENCE NORTH 89°27'20" EAST, A DISTANCE OF 140.68 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 253.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SECOND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 175.00 FEET TO THE NORTHWESTERLY CORNER OF THE LANDS AS DESCRIBED IN O.R. VOLUME 2539, PAGE 1035 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°32'40" EAST, ALONG THE WESTERLY LINE OF SAID LANDS AND ALONG THE WESTERLY LINE OF THE LANDS AS DESCRIBED O.R. VOLUME 3420, PAGE 686 AND O.R. VOLUME 740, PAGE 278 OF SAID PUBLIC RECORDS, A DISTANCE OF 309.94 FEET; THENCE SOUTH 89°27'20" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 315.68 FEET TO THE POINT OF BEGINNING. CONTAINING 1.43 ACRES, MORE OR LESS.

PARCEL "D"

A PART OF SURVEYED SECTION 32 AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.94 FEET; THENCE NORTH 89°27'20" EAST, A DISTANCE OF 315.68 FEET TO THE WESTERLY LINE OF THE LANDS AS DESCRIBED IN O.R. VOLUME 740, PAGE 278 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY THENCE SOUTH 00°32'40" EAST, ALONG THE WESTERLY LINE OF SAID LANDS AND ALONG THE WESTERLY LINE OF THE LANDS AS DESCRIBED IN O.R. VOLUME 3033, PAGE 950, O.R. VOLUME 4945, PAGE 31 AND O.R. VOLUME 2098, PAGE 550, A DISTANCE OF 309.94 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD; THENCE SOUTH 89°27'20" WEST; ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 315.68 FEET TO THE POINT OF BEGINNING. CONTAINING 2.25 ACRES, MORE OR LESS.

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Book 7984 Pg 1750

PARCEL "E"

A PART OF UNSURVEYED SECTION 32, A PART OF SURVEYED SECTION 32 AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 WITH THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO SAID WESTERLY LINE, A DISTANCE OF 645.00 FEET; THENCE 00°32'40" EAST, A DISTANCE OF 199.97 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD; THENCE SOUTH 89°27'20" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET TO THE POINT OF BEGINNING. CONTAINING 2.78 ACRES, MORE OR LESS.

PARCEL "F"

A PART OF SURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°27'20" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 495.41 FEET TO THE WESTERLY LINE OF THE CASTRO Y. FERRER GRANT; THENCE SOUTH 36°11'22" EAST ALONG SAID WESTERLY LINE AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 2ND AVENUE NORTH, A DISTANCE OF 97.94 FEET; THENCE SOUTH 00°32'40" EAST, DEPARTING FROM SAID WESTERLY LINE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 119.91 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 450.15 FEET TO THE AFOREMENTIONED WESTERLY LINE OF SURVEYED SECTION 32; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 224.21 FEET TO THE POINT OF BEGINNING. CONTAINING 2.24 ACRES, MORE OR LESS.

PARCEL "H"

A PART OF SURVEYED SECTION 32 AND SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29, EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°27'20" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 11.24 FEET; THENCE SOUTH 27°41'56" EAST A DISTANCE OF 212.96 FEET; THENCE NORTH 89°27'20" EAST A DISTANCE OF 802.77 FEET; THENCE SOUTH 00°32'40" EAST A DISTANCE OF 320.00 FEET; THENCE SOUTH 89°27'20" WEST A DISTANCE OF 655.00 FEET; THENCE NORTH 00°32'40" WEST A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY LINE OF AFOREMENTIONED SURVEYED SECTION 32' THENCE NORTH 27°41'56" WEST ALONG SAID WESTERLY LINE OF SURVEYED SECTION 32 A DISTANCE OF 561.36 FEET TO THE POINT OF BEGINNING. CONTAINING 5.43 ACRES, MORE OR LESS.

(See notation at end of exhibit regarding overlap and adjustment to acreage.)

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PARCEL "I"

Book 7984 Pg 1751

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32, SAID TOWNSHIP AND RANGE WITH THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 415.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°27'20" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 04°00'30" EAST, A DISTANCE OF 36.07 FEET; THENCE NORTH 89°50'14" WEST, A DISTANCE OF 243.02 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 634.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY AS NOW ESTABLISHED AS A 500 FOOT RIGHT OF WAY AND AS RECORDED IN PLAT BOOK 14, PAGES 65-74 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 01°03'40" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 100 FEET; THENCE NORTH 89°27'20" EAST, DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 924.54 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.31 ACRES, MORE OR LESS.

PARCEL "L"

A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF 20TH STREET NORTH (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89°27'20" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET; THENCE NORTH 00°32'40" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE A DISTANCE OF 249.88 FEET; THENCE NORTH 89°27'20" EAST A DISTANCE OF 100.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF 20TH STREET NORTH; THENCE SOUTH 00°32'40" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 249.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.54 ACRES, MORE OR LESS.

PARCEL "N"

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID UNSURVEYED SECTION 32 AND THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 27°41'56" EAST ALONG SAID EASTERLY LINE OF UNSURVEYED SECTION 32, A DISTANCE OF 561.36 FEET TO THE INTERSECTION WITH A LINE 300 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF BEACH BOULEVARD (STATE ROAD NO. 212); THENCE SOUTH 89°27'20" WEST, ALONG SAID LINE, A DISTANCE OF 415.51 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 499.49 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE NORTH 89°27'20" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF

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159.31 FEET TO THE POINT OF BEGINNING. CONTAINING 3.30 ACRES, MORE OR LESS.

PARCEL "O"

Book 7984 Pg 1752

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32, SAID TOWNSHIP AND RANGE AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100.00 FEET TO SAID WESTERLY LINE OF SURVEYED SECTION 32; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 463.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°00'30" EAST, A DISTANCE OF 36.07 FEET; THENCE NORTH 89°50'14" WEST, A DISTANCE OF 243.02 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 89°27'20" EAST, A DISTANCE OF 240.82 FEET TO THE POINT OF BEGINNING. CONTAINING 0.19 ACRES, MORE OR LESS.

(NOTE: The legal description of Parcel H overlaps portions of parcels C, C-1, D, E and F, so that the total acreage conveyed is less than the sum of the acreage of the individual parcels.)

TOGETHER WITH ALL OF GRANTORS' RIGHT, TITLE AND INTEREST IN AND TO THE EASEMENTS RESERVED IN DEED BOOK 1353, PAGE 131, CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA (TO THE EXTENT SUCH RIGHTS MAY NOT HAVE ALREADY VESTED IN GRANTEE BY MERGER OF TITLE OR THROUGH THE CONVEYANCE OF ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO PARCEL "N").

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TAX PARCEL NUMBERS

Book 7964 Pg 1754

RE#177290-0100

RE#177290-0000

RE#177293-0000

RE#177294-0000

RE#177600-0000

RE#177620-0000

RE#177594-0000

RE#177285-0000

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ROSE & KEN INC
 2315 BEACH BLVD
 JACKSONVILLE BEACH, FL 32250-4073

Primary Site Address
 2315 BEACH BLVD
 Jacksonville Beach FL 32250

Official Record Book/Page
 14218-00797

Title #
 9432

2315 BEACH BLVD

Property Detail

RE #	177290-0000
Tax District	USD2
Property Use	2000 Transit Term/Marinas
# of Buildings	7
Legal Desc.	32-2S-29E 26.22 PT SURVEYED & UNSURVEYED SEC 32,
Subdivision	00000 SECTION LAND
Total Area	1141963

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification [Learn how the Property Appraiser's Office values property.](#)

Value Summary

	2014 Certified	2015 In Progress
Value Method	Income	Income
Total Building Value	\$0.00	\$0.00
Extra Feature Value	\$0.00	\$0.00
Land Value (Market)	\$9,513,289.00	\$9,513,289.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$11,758,300.00	\$11,999,900.00
Assessed Value	\$11,758,300.00	\$11,999,900.00
Cap Diff/Portability Amt	\$0.00 / \$0.00	\$0.00 / \$0.00
Exemptions	\$0.00	See below
Taxable Value	\$11,758,300.00	See below

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Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value
 No applicable exemptions

SJRWMD/FIND Taxable Value
 No applicable exemptions

School Taxable Value
 No applicable exemptions
 PLANNING & DEVELOPMENT

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
<u>14218-00797</u>	9/27/2007	\$100.00	MS - Miscellaneous	Unqualified	Improved
<u>14165-02423</u>	8/18/2007	\$100.00	QC - Quit Claim	Unqualified	Improved
<u>13479-00009</u>	8/21/2006	\$100.00	QC - Quit Claim	Unqualified	Improved
<u>07984-01745</u>	11/23/1994	\$1,660,000.00	WD - Warranty Deed	Unqualified	Improved
<u>07984-01735</u>	5/3/1994	\$100.00	QC - Quit Claim	Unqualified	Vacant
<u>07984-01732</u>	5/10/1994	\$100.00	QC - Quit Claim	Unqualified	Vacant

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	BHSC1	Bulkhead Sheet Piling	1	0	0	837.00	\$605,408.00
2	DKWC2	Deck Wooden	1	0	0	7,820.00	\$30,193.00
3	ELHC6	Elevator Hydraulic	1	0	0	1.00	\$10,753.00
4	ESHG6	Elevator Stops Hydra	1	0	0	3.00	\$6,477.00
5	SWSC6	Sprinkler Wet System	1	0	0	14,700.00	\$5,733.00
6	BHWC1	Bulkhead Wooden	1	0	0	1,103.00	\$40,502.00
7	DKWC2	Deck Wooden	1	0	0	11,025.00	\$42,568.00
8	PVAC1	Paving Asphalt	1	0	0	54,200.00	\$29,864.00
9	PVCC1	Paving Concrete	1	0	0	2,961.00	\$3,411.00
10	PVAC1	Paving Asphalt	1	0	0	2,880.00	\$2,004.00
11	DKWC2	Deck Wooden	1	0	0	6,670.00	\$25,753.00
12	BHCC1	Bulkhead Concrete	1	0	0	660.00	\$24,033.00
13	DKWC2	Deck Wooden	1	0	0	312.00	\$1,338.00
14	PVAC1	Paving Asphalt	1	0	0	41,915.00	\$24,311.00
15	PVCC1	Paving Concrete	1	0	0	630.00	\$726.00
16	PVCC1	Paving Concrete	1	0	0	2,088.00	\$2,405.00
17	SWSC6	Sprinkler Wet System	2	0	0	4,000.00	\$1,872.00
18	PVCC1	Paving Concrete	3	0	0	555.00	\$639.00
19	PVCC1	Paving Concrete	4	0	0	2,600.00	\$2,995.00
20	PVCC1	Paving Concrete	5	0	0	13,520.00	\$14,277.00
21	SDSC6	Sprinkler Dry System	5	0	0	80,567.00	\$47,373.00
22	MZWOC6	Mezzanine Wood	5	0	0	720.00	\$11,832.00
23	FCLC1	Fence Chain Link	5	0	0	504.00	\$1,601.00
24	FCBC1	Fence Chain Barbed	5	0	0	1,310.00	\$6,257.00
25	WMCC1	Wall Masonry/Concrt	3	0	0	558.00	\$3,984.00
26	GRCC2	Garage/Util Bdg Conc	3	17	9	153.00	\$3,052.00

27	CVPC2	Covered Patio	3	8	8	64.00	\$623.00
28	WMCC1	Wall Masonry/Concrt	2	0	0	838.00	\$1,710.00
29	GRMC2	Garage/Util Bdg Met	5	96	30	2,880.00	\$14,342.00

Land & Legal

LN	Code	Use Description	Zoning	Front	Depth	Category	Land Units	Land Type	Land Value
1	1010	COMMERCIAL WATERFRONT	JC-2	0.00	0.00	Common	528,383.00	Square Footage	\$9,510,894.00
2	9500	SUBMERGED LAND	JC-2	0.00	0.00	Common	14.09	Acreage	\$2,395.00

LN	Legal Description
1	32-2S-29E 26.22
2	PT SURVEYED & UNSURVEYED SEC 32,
3	PT D DE CASTRO Y FERRER GRANT SEC 38
4	RECD O/R 7984-1745 BEING EXHIBIT A

Buildings

Building 1
 Building 1 Site Address
 2315 BEACH BLVD Unit
 Jacksonville Beach FL 32250

Building Type	1801 - OFFICE 3-8 STY
Year Built	1986
Building Value	\$238,396.00

Type	Gross Area	Heated Area	Effective Area
Canopy	1796	0	449
Canopy	1796	0	449
Canopy	1796	0	449
Finished upper story 2	9800	9800	9800
Base Area	4900	4900	4900
Unfinished Storage	12	0	5
Canopy	48	0	12
Canopy	48	0	12
Canopy	48	0	12
Canopy	48	0	12
Canopy	48	0	12
Canopy	48	0	12
Canopy	48	0	12
Canopy	48	0	12
Canopy	732	0	183
Canopy	732	0	183
Total	21948	14700	16514

Element	Code	Detail
Exterior Wall	12	12 Cedar/Redwood
Roof Struct	4	4 Wood Truss
Roofing Cover	3	3 Asp/Comp Shng
Interior Wall	5	5 Drywall
Int Flooring	14	14 Carpet
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central
Celling Wall Finish	5	5 S Ceil Wall Fin
Comm Htg & AC	1	1 Not Zoned
Comm Frame	4	4 D-Wood Frame

Element	Code
Stories	3.000
Baths	27.000
Rooms / Units	25.000
Avg Story Height	10.000



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PLANNING & DEVELOPMENT

2015 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Beaches	\$11,999,900.00	\$0.00	\$11,999,900.00	\$95,844.25	\$97,813.58	\$92,657.23
Public Schools: By State Law	\$11,999,900.00	\$0.00	\$11,999,900.00	\$59,461.72	\$58,427.51	\$58,846.31
By Local Board	\$11,999,900.00	\$0.00	\$11,999,900.00	\$26,432.66	\$26,975.78	\$26,159.78
FL Inland Navigation Dist.	\$11,999,900.00	\$0.00	\$11,999,900.00	\$405.66	\$414.00	\$384.00
Jax Beach	\$11,999,900.00	\$0.00	\$11,999,900.00	\$46,970.88	\$46,736.01	\$45,194.02
Water Mgmt Dist. SJRWMD	\$11,999,900.00	\$0.00	\$11,999,900.00	\$3,720.33	\$3,627.57	\$3,627.57
Gen Gov Voted	\$11,999,900.00	\$0.00	\$11,999,900.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$11,999,900.00	\$0.00	\$11,999,900.00	\$0.00	\$0.00	\$0.00
Urban Service Dist2	\$11,999,900.00	\$0.00	\$11,999,900.00	\$0.00	\$0.00	\$0.00
Totals				\$232,835.50	\$233,994.45	\$226,868.91

	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	\$11,758,300.00	\$11,758,300.00	\$0.00	\$11,758,300.00
Current Year	\$11,999,900.00	\$11,999,900.00	\$0.00	\$11,999,900.00

2015 TRIM Property Record Card (PRC)



Legend

-  Subject Property
-  Additional B.M. Parcels
-  City of Jacksonville Beach Property
-  Duval County Property
-  Parcels



Engineering - Landscape Architecture - Planning - GIS



1 INCH = 600 FEET

GGI, LLC dba Genesis Group
9822 Tapestry Park Circle, Suite 201
Jacksonville, FL 32246
v. 904.730.9360 f. 904.730.7165
www.GenesisGroup.com

FL CA 00008880 FL LB 0008818 FL LC 28000202

**Beach Marine
Tax Parcel and Ownership Map**

2011 LABINS AERIAL IMAGERY
HILLSBOROUGH COUNTY, FL



GENESIS
 FROM VISION TO REALITY
 Engineering - Landscape Architecture - Planning - GIS

GGI, LLC dba Genesis Group
 3910 US Hwy 301 North, Suite 140
 Tampa, FL 33619
 v. 813.620.4500 f. 813.620.4980
 www.GenesisGroup.com

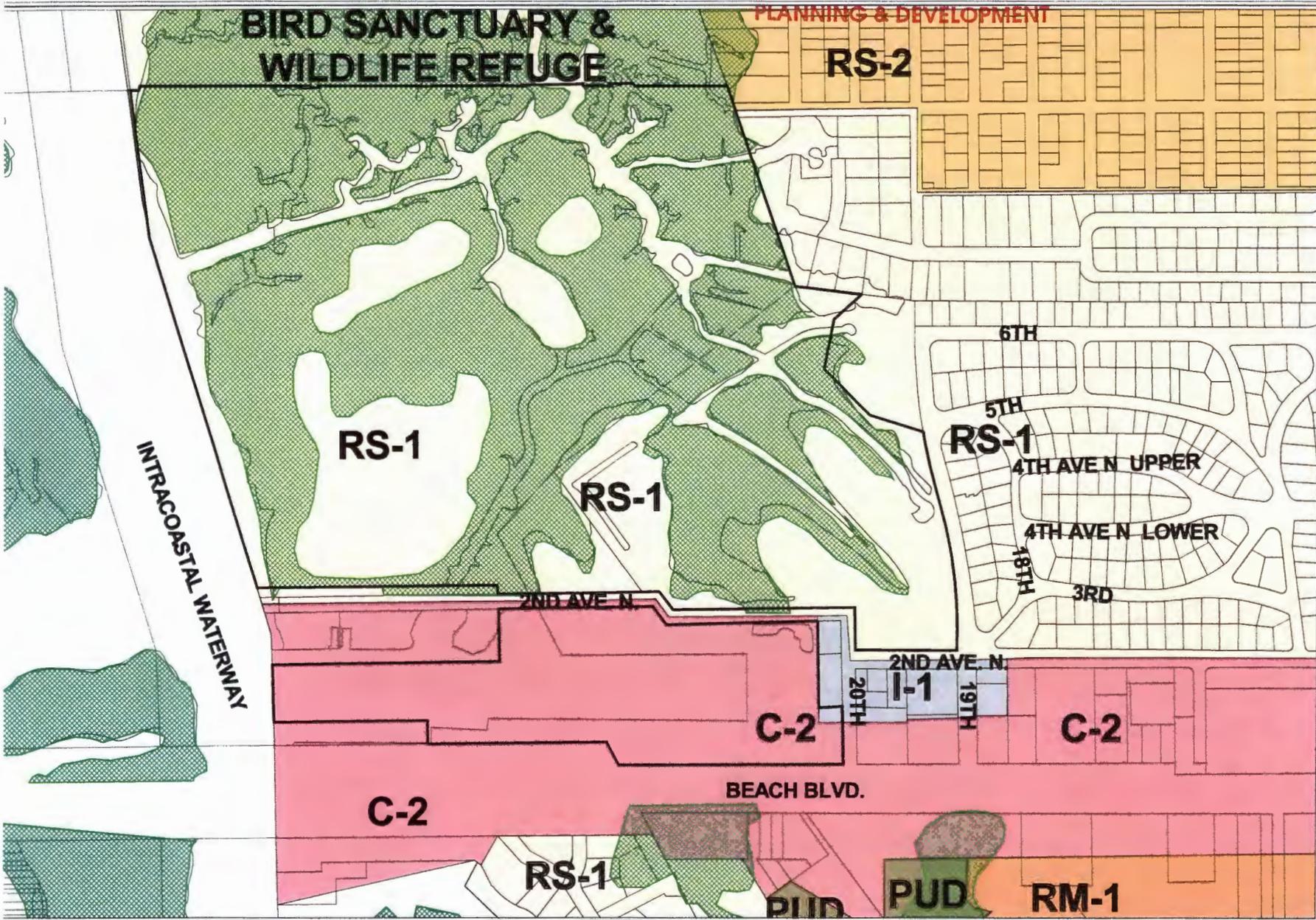
Beach Marine Vicinity Map
 BASEMAP: ESRI
 WORLD STREET MAP

FL CA 00029640 FL LB 000416 FL LC 2600202
 The information contained in this map is offered as is with no claim or warranty as to its accuracy or completeness. The map is for reference only and should not be considered for any survey purposes.

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Zoning

ATTACHMENT E



LEGEND:

- Subject Property
- Wetlands
- Parcels
- Zoning
- C-2- Commercial
- I-1- Industrial
- PUD- Planned Unit Developm
- RM-1- Residential Multi-Famil
- RS-1- Residential Single Fam
- RS-2- Residential Single Fam

N
DATE: 12/13/05



GENESIS GROUP
PLANNING & DEVELOPMENT

K:\PROJECTS\11-16-05\VIEW GENMAPS\PLANS

Exhibit A

ATTACHMENT F

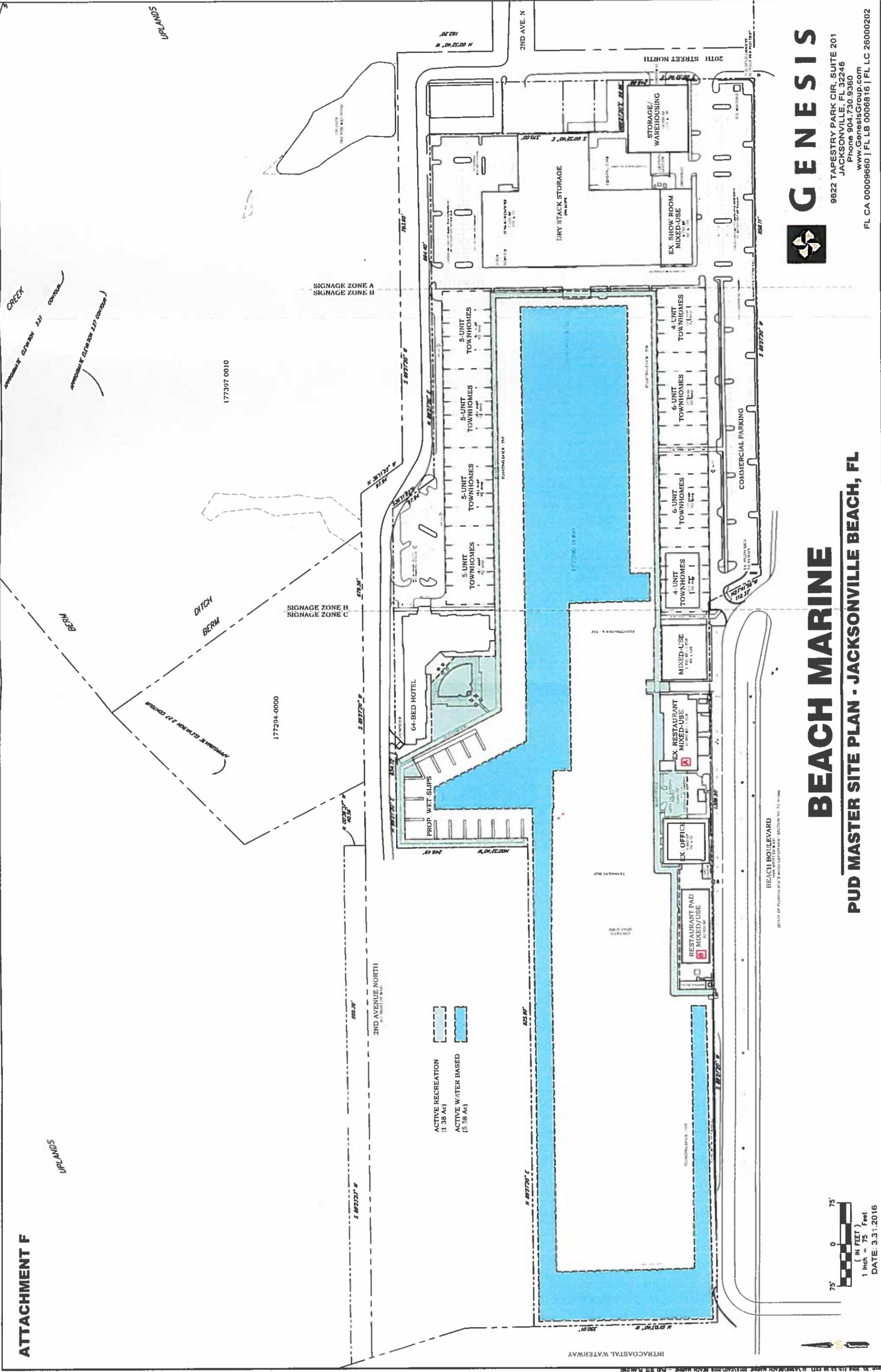
UPLANDS

UPLANDS

CREEK
APPROXIMATE ELEVATION 227
APPROXIMATE ELEVATION 227 (CONTINUED)

177397 0010

177394-0000



ACTIVE RECREATION
(1.38 Ac)

ACTIVE WATER BASED
(5.58 Ac)

BEACH MARINE

PUD MASTER SITE PLAN - JACKSONVILLE BEACH, FL

75' 0 75'

(IN FEET)

1 inch = 75 Feet

DATE: 3.31.2016

BEACH BOULEVARD
CITY OF JACKSONVILLE, FL



GENESIS

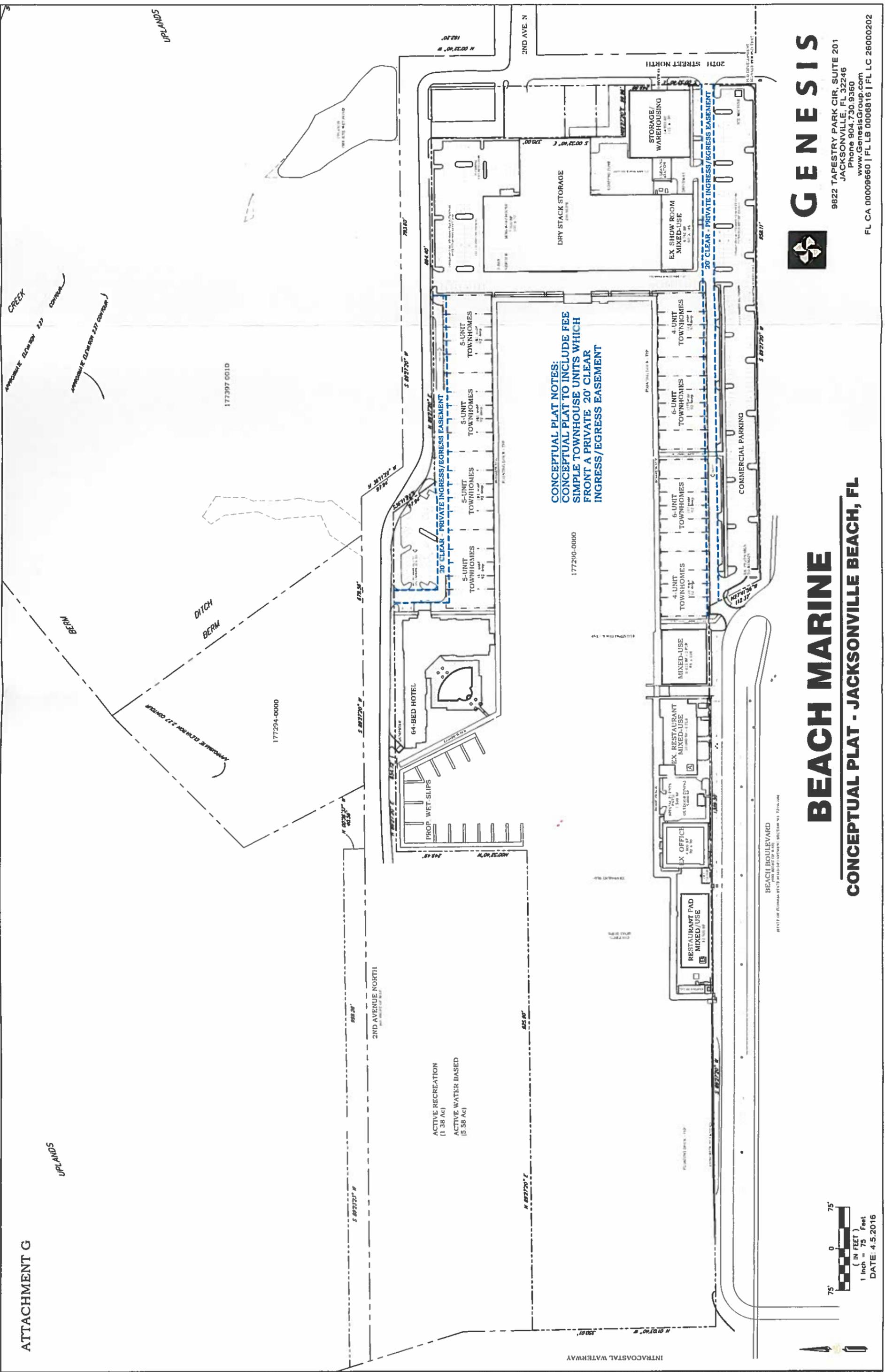
9822 TAPESTRY PARK CIR, SUITE 201
JACKSONVILLE, FL 32246
Phone 904.730.9360
www.GenesisGroup.com

FL CA 00009660 | FL LB 0006816 | FL LC 26000202

ATTACHMENT G

UPLANDS

UPLANDS



**CONCEPTUAL PLAT NOTES:
 CONCEPTUAL PLAT TO INCLUDE FEE
 SIMPLE TOWNHOUSE UNITS WHICH
 FRONT A PRIVATE 20' CLEAR
 INGRESS/EGRESS EASEMENT**

BEACH MARINE

CONCEPTUAL PLAT - JACKSONVILLE BEACH, FL



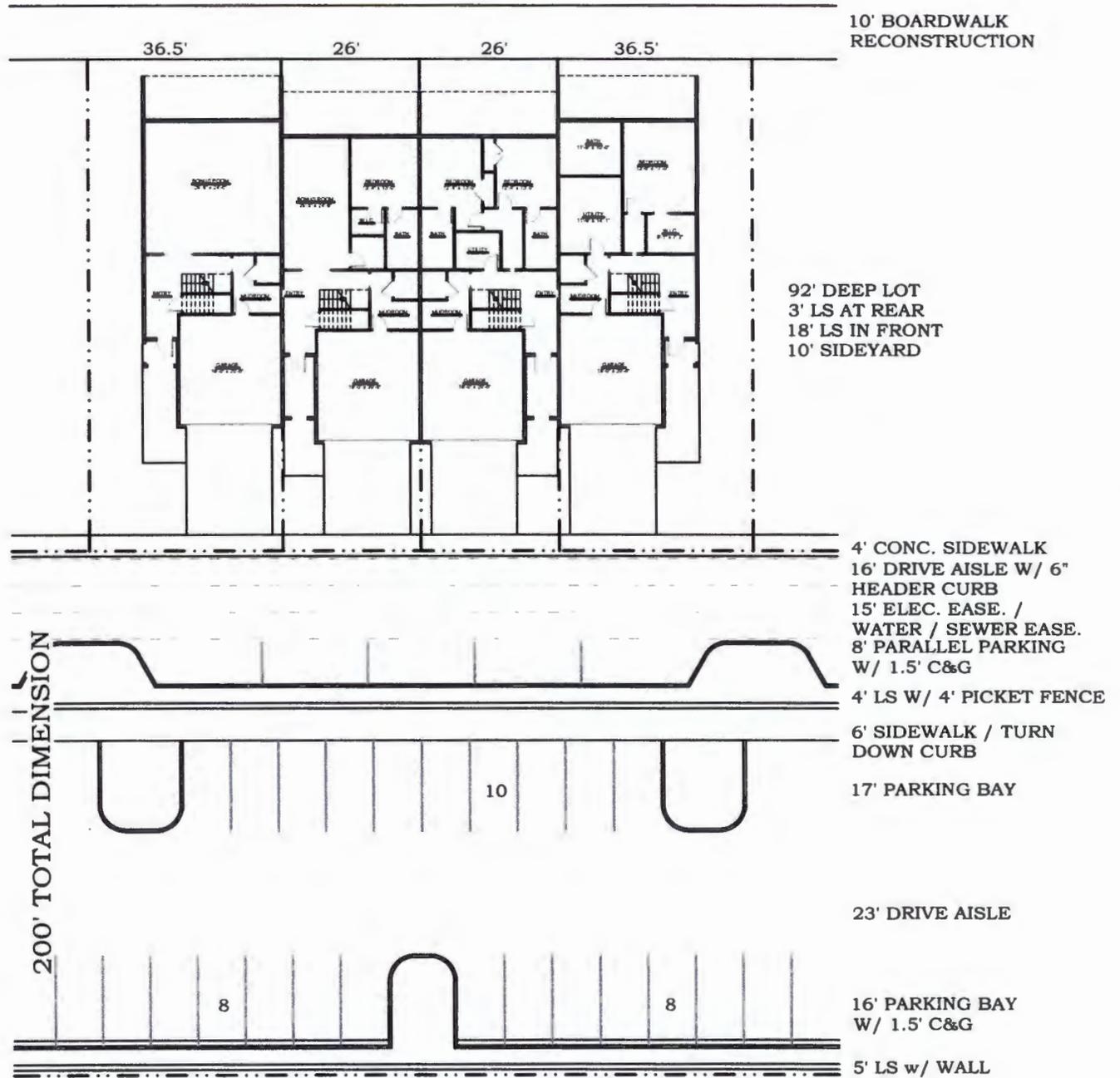
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BEACH BOULEVARD
 PART OF FLORIDA STATE ROAD 1A (ARTON W. SECTION 31) T14-000

INTRACOASTAL WATERWAY

ATTACHMENT H



4-UNIT TOWNHOUSE - TYPICAL

BEACH MARINE

TYPICAL TOWNHOUSE LAYOUT - JACKSONVILLE BEACH, FL

RECEIVED

DC# 11-16

MAR - 2 2016



GENESIS

ATTACHMENT I

BEACH MARINE - GENESIS
 PUD MASTER SITE PLAN - 2.24.2016
 SHARED PARKING ANALYSIS - UTILIZING ITE TRIP GENERATION AND STANDARDS

Trip Gen Code	932	710	720	420	150	826	311
Land Use	High-Turnover (Sit-Down) Restaurant	General Office Building	Medical-Dental Office Building	Marina	Warehousing	Specialty Retail Center	All Suites Hotel
Description	Existing + Future Restaurant Space (SF)	Existing + Future Office Space (SF)	Existing + Future Office Space (SF)	Wet & Dry Boat Slips combined for Total Berths	Future Warehouse (SF)	Future Commercial + Boat Showroom (SF)	Future Hotel
Volume (SF - # of Boat Slips)	27500	16414	17850	576	22,525	17685	62 Units
Average Rate: Weekday, AM Peak Hour (7am - 9am)	Closed	$\ln(T) = 0.80 \ln(X) + 1.57$	$T = 3.42(X) + 3.38$	0.17	$\ln(T) = 0.70 \ln(X) + 1.11$	8.84	0.52
% Entering		88%	67%	64%	65%	48%	67%
% Exiting		12%	33%	36%	35%	52%	33%
Parking Spaces Required	0.0	39.7	43.2	62.7	17.5	58.0	21.8
Notes:	Restaurants closed for weekday breakfast	Employees Arive			Assumed 100% occupancy		
Average Rate: Weekday, PM Peak Hour (4pm - 6pm)	18.49	$T = 1.12(X) + 78.45$	$T = 4.27(X)$	0.21	$\ln(T) = 0.78 \ln(X) + 0.72$	5.02	0.55
% Entering	60%	17%	39%	51%	19%	56%	42%
% Exiting	40%	83%	61%	49%	81%	44%	58%
Parking Spaces Required	305.1	16.5	29.7	61.7	4.4	49.7	14.3
Notes:		Employees Leave			Assumed 100% occupancy		
Average Rate: Saturday, Peak Hour of Generator	14.07	0.43	$T = 3.36(X)$	0.27	0.13	$T = 42.04(X) 0.121$	N/A
% Entering	53%	54%	57%	44%	64%	50%	
% Exiting	47%	46%	43%	56%	36%	50%	
Parking Spaces Required	205.1	3.8	36.9	68.4	1.8	45.0	21.5
Notes:			Med-Dental Office Closed after 3:00 on Saturday's			Total Saturday Trip Rate (42.04) x Peak Hour Factor (12.1%)	To be conservative, all peak hours are assumed to align.
Average Rate: Sunday, Peak Hour of Generator	18.46	Closed	Closed	0.31	0.07	$T = 20.43(X) 0.167$	N/A
% Entering	55%			68%	50%	50%	
% Exiting	45%			45%	50%	50%	
Parking Spaces Required	279.2	0.0	0.0	121.4	0.8	30.2	21.5
Notes:		Office Space Closed on Sunday	Med-Dental Office Closed on Sunday			Total Sunday Trip Rate (20.43) x Peak Hour Factor (16.7%)	Notes: To be conservative, all peak hours are assumed to align.

Weekday, AM Peak Hour	242.7
Weekday, PM Peak Hour	481.4
482 Max. Parking Required*	

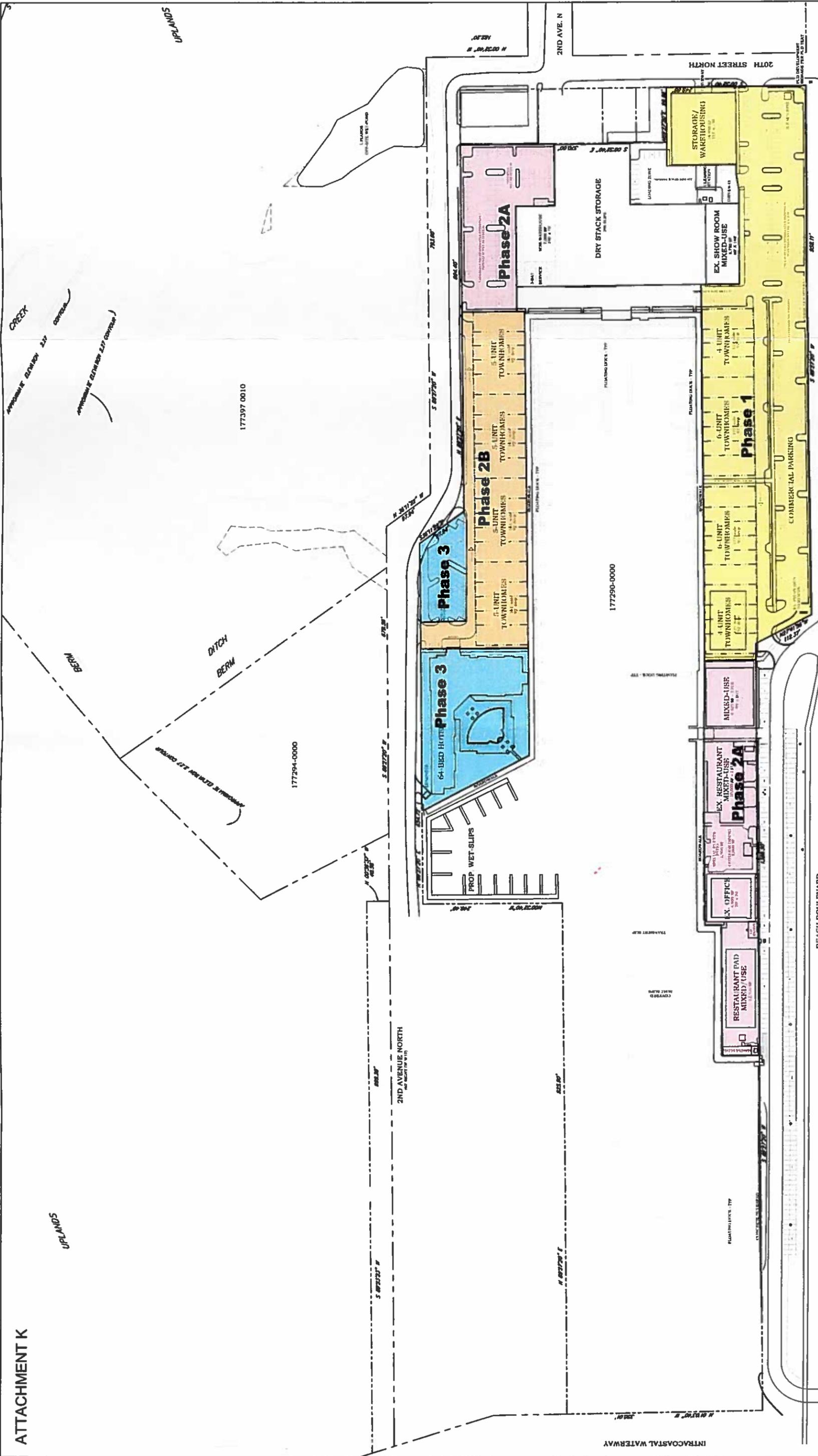
Saturday Peak Hour	382.5
Sunday Peak Hour	453.1

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ATTACHMENT K

UPLANDS

UPLANDS



BEACH MARINE

PHASING PLAN - JACKSONVILLE BEACH, FL



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