



**Agenda
City Council**

Monday, May 16, 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. **16-374** Council Workshop Held May 2, 2016
- b. **16-375** Regular City Council Meeting Held May 2, 2016

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- 16-376** Employee of the Quarter Presentation

CITY CLERK

CITY MANAGER

- a. **16-377** Accept the Monthly Financial Reports for the Month of April 2016
- b. **16-378** Appointment of One Member to the Community Redevelopment Agency

- c. 16-379 Authorize the Mayor and City Manager to Execute an Interlocal Agreement with the Duval County Property Appraiser, and the Tax Collector for the Payment of Collection Fees for a Third Party Vendor's Audit Services in Identifying Properties with Undeserved Property Tax Exemptions
- d. 16-380 Approve a Commercial Lease Agreement with Four Brothers of Jacksonville, Inc., for the Restaurant at the Jacksonville Beach Golf Course

RESOLUTIONS

ORDINANCES

- a. 16-381 **ORDINANCE NO. 2016-8073 (First Reading – PUBLIC HEARING)**
- AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-346. INDUSTRIAL: I-1, PARAGRAPH (d) CONDITIONAL USES TO ADD "CRAFT DISTILLERY" AS SUBPARAGRAPH (11); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Jacksontucky Distillery, Inc.)**
- b. 16-382 **ORDINANCE NO. 2016-8072 (Second 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
Downtown Action Plan
Monday, May 2, 2016 – 5:45 P.M.
City Council Chambers**

Mayor Latham called the workshop to order at 5:48 P.M.

The following City Council members were in attendance:

Mayor: William C. Latham

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

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

Purpose of Workshop

Mr. Forbes explained the changes in the alcohol ordinance and outdoor low volume music would be discussed.

Presentations and Discussions

Police Chief Pat Dooley stated there were two ordinances, the alcohol extended hours permit ordinance and the outdoor low volume sound ordinance, that have proposed changes.

Chief Dooley discussed the proposed alcohol ordinance changes listed below:

- Makes distinction between 4-COP quota license and 4-COP-SRX (special restaurant exemption) alcoholic beverage licenses;
- Clarifies establishment's responsibility to maintain order during all hours of operation;
- Requires establishments operating with an alcoholic beverage license other than a 4-COP quota license to submit a proposed seating diagram including any proposed dining area with their extended hours permit application;
- Places requirements on establishments operating with SRX state alcoholic beverage license to:
 - Serve 150 persons full course meals from a menu at tables at all times during all hours of operation;
 - Keep kitchen open and capable of preparing food and filling customers' orders up to 30 minutes before closing;

- Keep all tables and chairs upright and in place during all hours of operation as per diagram submitted to the city during the permitting process; and
- Derive at least fifty-one percent (51%) of its gross revenue from the sale of food and nonalcoholic beverages.

Mr. Doherty asked if the ordinance changes are bringing the establishments up to state requirements. Chief Dooley stated that these changes are not too far away from the state requirements and that the City also requires that these restaurants perform as restaurants if they stay open throughout the extended hours.

Mr. Vogelsang questioned if there was an issue in forcing the restaurants to close before the bars. Chief Dooley answered that he and the City Manager had held meetings with the restaurant and bar owners. Based on the feedback from those meetings, the closing time should stay the same.

Mr. Vogelsang asked about language involving room capacity for tables and chairs. City Attorney Susan Erdelyi stated that the State preempts local authority from enforcing these regulations except in location and hours of operation. Law enforcement can also address the conduct in these establishments.

Mr. Vogelsang stated that if the City is going to pass these changes regulating restaurants becoming nightclubs, then we should consider being more strict on establishments with more than one room or floor.

Ms. Wilson asked if this applies to smaller establishments with less than 150-person capacity. Chief Dooley commented that smaller establishments do not qualify for the 4-COP-SRX license, and those are what we are focused on.

Ms. Hoffman questioned the monitoring of the 51% gross revenue requirement from food and nonalcoholic beverages. Chief Dooley stated it was monitored by the State Beverage Department only.

Chief Dooley stated the ordinance changes also include amending terminology. It replaces "Warning" with "1st Notice of Violation." It also defines who would be served the Notice of Violation and the actions that follow.

Mr. Vogelsang stated that his suggestion was that every area of a restaurant, whether a floor or room, should have a percentage of tables that are capable of being seated in during the enforceable time of midnight to 2 A.M.

Mr. Thomason commented his concern is the larger crowds during the approaching summer season, and he would like to see something passed now with the idea that the City Attorney research the validity of

moving forward with Mr. Vogelsang's suggestion with the Attorney General's office or the Division of Alcoholic Beverages and Tobacco.

Chief Dooley stated that one of the parts of the outdoor low volume music ordinance was to keep the tables and chairs in the upright position in that area.

Mr. Buck stated he is in support of Mr. Thomason's comment regarding passing something before summer.

Ms. Hoffman asked about the enforcement of the current regulations. Chief Dooley stated that the Courts have ruled against the City, and we have not been able to move forward.

Ms. Hoffman questioned Chief Dooley regarding the fire code issue. Chief Dooley answered that fire code wording has been included in the ordinance, and all fire codes will be observed.

Mr. Forbes stated that we will move forward with this ordinance as quickly as possible and check with the Attorney General to verify the 150-person seating on each floor.

Mayor Latham commented that he would like to include in the ordinance that the City Council approve any event with the sale of alcohol on City property. Mr. Vogelsang asked at what point would the City Council become involved in the process to approve events.

Ms. Hoffman commented there were deficiencies in the Special Events Policy. Mayor Latham commented that new events should be reviewed by the City Council for approval.

Mayor Latham adjourned the Workshop at 7:00 P.M.

Submitted by: Laurie D. Scott
City Clerk

Approved:

William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, May 2, 2016, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



OPENING CEREMONIES:

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

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:12 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:

- City Council Workshop held on April 18, 2016
- Regular City Council Meeting held on April 18, 2016

ANNOUNCEMENTS

Council Member Wilson announced the Jacksonville Beach Art Walk would be held on the second Tuesday of the month.

Council Member Vogelsang announced the Peace Officer Memorial ceremony would be held on Monday, May 16, 2016, at 10:00 A.M. at the Jacksonville Beach Police Department.

Mayor Latham congratulated the Parks and Recreation Department, Mr. Forbes and Department Heads for a successful Beaches Opening Day Parade held on Sunday, April 24, 2016.

COURTESY OF THE FLOOR TO VISITORS:

Speakers:

- Suzanne Van de Kamp, 14600 San Pablo Drive North, Jacksonville, spoke regarding the future of the Jacksonville Beach Tennis Center.
- Diana Gardner, 3504 Bay Island Circle, Jacksonville Beach, spoke in support of youth tennis at Jacksonville Beach Tennis Center. She requested the City continue to offer a reasonably priced after school instructional program, summer camps, and private lessons made available as needed. She asked the City to support the Northeast Florida Junior Team Tennis Program.

MAYOR AND CITY COUNCIL

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

Denise Bunnewith gave a presentation of the Transportation Improvement Program (TIP) for the City of Jacksonville Beach for FY 2016/17-2020/21.

Mr. Forbes stated there were concerns on the landscape project on Beach Boulevard from San Pablo to 9th Street. The current specs state that the irrigation system will be removed after nine months to a year later. The City would like to leave the irrigation system and take over that system. Ms. Bunnewith answered that she would have someone contact Mr. Forbes regarding that issue.

Ms. Wilson questioned the repaving of Seminole Road. Ms. Bunnewith stated that was a local project and not on their list of projects.

Ms. Bunnewith announced there would be a public meeting on May 17, 2016, at 6:00 P.M. at the Ponte Vedra Branch Library regarding the Ponte Vedra North Traffic Study.

Mr. Doherty asked how far in advance are the projects developed due to the increasing problem at the J. Turner Butler Boulevard and Marsh Landing intersection. Ms. Bunnewith answered it was part of the Ponte Vedra North Traffic Study, and it is being left as is for now.

CITY CLERK:

CITY MANAGER:

(a) Item #16-368, Appointment of Two Trustees to the Firefighters' Pension Board;

Appointment of Two Trustees to the Police Officers' Pension Board

Mr. Doherty nominated Mr. George Candler and Mr. Dennis Povloski for reappointment to the Firefighters' Pension Board.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to reappoint Mr. George Candler and Mr. Dennis Povloski to the Firefighters' Pension Board.

Ms. Hoffman questioned the number of candidates that apply for these boards. Mayor Latham stated that the Council is invited to go over the applications.

Ms. Wilson commented these choices were justified as these members have only been on the board for one term.

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

Ms. Wilson nominated Mr. Marvin Dupree and Mr. Alan Grant for reappointment to the Police Officers' Pension Board.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to reappoint Marvin Dupree and Alan Grant to the Police Officers' Pension Board.

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

(b) Item #16-369, Approve a Commercial Lease Agreement with ASAP Towing and Storage Co., Inc, for Property at the Industrial Park.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to 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.

Mr. Forbes explained this lease is for City property located on 10th Street South. It covers 27,500 square feet of land and an 880-square foot building. The City is allowing a two-month grace period to complete repairs to the building.

Ms. Wilson stated that the property is not to be used as a junkyard, but the lessee will be storing cars and vehicles there. Mr. Forbes commented the lease did prohibit it becoming a junkyard. Also, a screened fence will be constructed around the leased property to block the view.

Mr. Vogelsang asked if any real estate companies had been consulted and how was this tenant chosen. Mr. Forbes stated no real estate companies were contacted.

Mr. Thomason questioned where storm debris would be stored if the property is leased. Mr. Forbes answered that the storm debris is stored in another part of the property.

Mr. Doherty asked if the City has an official towing company. Mr. Forbes stated the Police Department has a list they utilize.

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

(c) Item #16-370, Award RFQ 03-1516 to *Dix. Hite + Partners* for Downtown Action Plan Implementation and Management Plan.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to 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.

Mr. Forbes explained this was part of the Downtown Action Plan. The City received three (3) qualified responses from requests for qualifications. The City recommends *Dix.Hite + Partners* based on their presentation and experience. They will be working on the public parts of the Downtown Action Plan, and Phase 1 is to come up with an execution plan. The City Council will then vote to approve Phase 2, which will be approving their recommendations.

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

(d) Item #16-371, Approve Bid No. 1516-08 - Electric Supplies - 12 Months Requirement

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to 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.

Mr. Forbes explained this bid covered about 27 different items from connector covers to elbow arrestors. These are various items stocked by Beaches Energy for the electric system.

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

RESOLUTIONS:

ORDINANCES:

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

Mayor Latham requested that the City Clerk read Ordinance No. 2016-8072 (First Reading), by title only, whereupon Ms. Scott read the following:

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)

Mayor Latham read the following statement for the record:

“This ordinance for the rezoning of property is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an application for the rezoning of property is handled as a ‘quasi-judicial’ proceeding. A quasi-judicial proceeding means that a governing body is now functioning in a manner similar to a court with the Mayor and Council sitting as impartial decision makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant's burden to demonstrate that their application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council's decision on a rezoning application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria."

Also, the Council has received a copy of the application, the staff and Planning Commission reports on this rezoning request.

Public Hearing

Mayor Latham opened the public hearing on Ordinance No. 2016-8072 and asked if the applicant or their agent was present and if they would like to make a presentation.

Mack McCuller, 225 Water Street, Jacksonville, representing the applicant, Rose and Ken, Inc., stated they are seeking rezoning of approximately 27 acres from Commercial: C-2 and Industrial: I-1 to PUD (Planned Unit Development). He stated the project would allow for the development of up to 40 townhome units in a mixed-use development. The price range will be from \$500,000 to \$700,000. The applicant has met all requirements except for the pylon sign on the property. The owner has elected to have the sign treated as a legally conforming sign under Article VIII, Division 4, Sign Standards. Mr. McCuller handed the amended application page to the City Clerk.[attached] Mr. McCuller introduced Brian Wheeler, professional planner, representing the Genesis Group.

Brian Wheeler, 9822 Tapestry Park, Jacksonville, representing the Genesis Group, stated there are broad benefits to the community. He added it was important to not lose sight of those and not to diminish the functional or business aspects of operating a marina. Mr. Wheeler explained there were consistencies with the Comprehensive Plan and with the PUD standards.

Mr. McCuller summarized that they were seeking approval for 40 townhome units with the ability to convert the hotel units to 32 additional townhomes. This would be an enhancement of the Beach Marine property and to the City.

Mr. McCuller requested Part D of the draft ordinance be withdrawn regarding the existing pylon sign. He requested the City approve the application.[Part D contains language regarding the operation and nonconforming nature of the pylon sign and its being subject to regulations of Article VII, Division 4, Sign Standards.]

Speakers:

Mike Stang, 1020 19th Street North, Jacksonville Beach, spoke in favor of the ordinance. He has concerns regarding the curve on the road to the north and the parking issue.

Tom Taylor, 603 15th Street North, Jacksonville Beach, spoke in favor of the ordinance. His concern is if the sign is the issue, move it to a different time and proceed with the project.

Brenda Shields, 315 18th Street North, Jacksonville Beach, spoke and had concerns regarding the noise from the additional outdoor areas proposed in the application. She handed out a letter stating her concerns to the City Council and the City Clerk. [copy on file]

Sandy Golding, 1203 18th Avenue North, Jacksonville Beach, spoke in favor of the ordinance. However, she noticed the pylon sign with a digital display was advertising as she drove by that day.

James Overby, 21 Burling Way, Jacksonville Beach, spoke regarding the sign ordinance and advertising on the existing pylon sign on the Beach Marine property.

James Sorrell, 1410 Pinewood Road, Jacksonville Beach, stated the density of the project is too high, the parking would be a problem and the project would be a burden to the City.

City Attorney Susan Erdelyi clarified that the existing pylon sign is a legal nonconforming sign. In 1988, the City issued a permit allowing that sign to display time, temperature and other similar messages. At that time, flashing signs were not allowed. Sometime after the permit was issued, commercial messages began to be displayed on the sign, and a Code Enforcement case was created as a result. Ultimately, the Code Enforcement Board held that the sign was in compliance with the Code even if the Code in existence at that time was unclear about the frequency of message changes, but did not provide any clarity regarding the frequency of message changes. Ms. Erdelyi stated that since the current Code limits the frequency of message to once every 24 hours, we should comply with the current Code and that there are no vested rights attached to this pylon sign.

Mr. McCuller stated the messages displayed on the sign were for onsite tenants. He stated the Board of Adjustment approved the parking for this specific project and

gave the parking variance. The 1988 Code Enforcement Board decision found the sign in compliance and found no violation of the frequency of message changes.

Ex-Parte Communications

Mayor Latham read the following statement for the record:

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

Mayor Latham stated he had met with the applicant and his team along with the City Manager to discuss the application. He was also contacted by Sandy Golding regarding the sign issue.

Ms. Hoffman stated she had breakfast with Joe Loretta of the Genesis Group a few months ago regarding the application, and she spoke with Sandy Golding earlier that day.

Mr. Doherty stated he spoke with Sandy Golding earlier that day regarding the sign and noise issues. He also received an e-mail from Brenda Shields regarding the noise issue.

Ms. Wilson stated she received phone calls from Mr. McCuller and Sandy Golding but never spoke with either of them.

Mr. Buck had a conversation with Sandy Golding and had a meeting with the City Manager.

Mr. Thomason spoke with Sandy Golding by telephone the day before about the sign issue and spoke with City Staff that day.

Mr. Vogelsang only received an e-mail from Brenda Shields.

Mayor Latham asked if the City Clerk had received any additional written communications, to which she responded that she had not.

Mayor Latham read the following statement for the record:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined, and the decision was made.”

Mayor Latham asked for a motion to approve the ordinance as read by title.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2016-8072, establishing a *Planned Unit Development: PUD* Zoning District, approving a unified, mixed-use commercial and residential master development for the subject *Beach Marine* property.

Amended motion: It was moved by Mr. Vogelsang and seconded by Ms. Hoffman to change Section D of the ordinance as the attorney indicated by deleting the language starting with “Sign Standards,” through the rest of D. The motion carried unanimously.

Mr. Vogelsang stated his support of the project. The Board of Adjustment addressed the parking issue and looking at the parking study; the parking should not be a problem. The digital aspects of the pylon sign should be addressed by Code Enforcement.

Mr. Thomason questioned Mr. McCuller about the “Adventure Landing” message displayed on the pylon sign. Mr. McCuller clarified the attorney for Adventure Landing was located on the property.

Mr. Thomason asked Mr. Wheeler if the applicant intended to operate airboat tours as they are listed as an additional use allowed by right on Page 4 of the summary with his application. Complaints had been received by the police department about the noise when the previous owner had airboat tours. Mr. Wheeler said there was no immediate intention to have airboat tours, and it is listed as an allowed use for the overall commercial use of the property. Mr. Thomason stated his support of the project.

Mr. Buck stated his support of the project and commented that he hopes the timetables are accurate for successful development.

Ms. Wilson stated her support of the project. She asked for clarification of the Department of Transportation property being designated as reserved space for the condominiums. Mr. Forbes stated that the variance was granted based on the fact there are other parking spaces available, and the FDOT property is for public parking. Ms. Wilson also commented about the noise issue, and that the City should be diligent in enforcing it.

Ms. Hoffman stated her support for the project. She does not want to delay the project due to the digital sign issue, but it does need to be addressed.

Mr. Doherty stated his support of the project. He commented that the sign issue should not delay the project.

Mr. Thomason commented that the owners should help to keep the noise at a manageable level to not disturb the residents.

Mayor Latham stated that he and the City Manager met with City of Jacksonville Mayor Curry regarding 2nd Avenue North. He also commented that they are beginning attempts to allocate funds to repair the bridge. He stated his support of the project.

Mr. Forbes reminded the audience this ordinance requires two public hearings. There will be a second public hearing in two weeks, and the ordinance will be voted on for final adoption.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:00 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

Attachment to City Council Minutes

May 2, 2016, Item 16-372

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 two-sided pylon sign that is centrally located at the southern entrance will continue as a legally nonconforming sign under Article VIII, Division 4. Sign Standards. ~~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:



MEMORANDUM

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

TO: George Forbes, City Manager
FROM: Ann Meuse, Human Resources Director
DATE: May 6, 2016
RE: Employee of the Quarter Award
1st Quarter 2016

It is my pleasure to announce that the following employee has been selected for the Employee of the Quarter for the 1st Quarter of 2016:

<u>Name</u>	<u>Department</u>
Glenda Wagner	Finance

Please refer to the attached letter on her achievement.

According to our Awards Program, Glenda should be recognized by the City Council with a personalized letter from you and the City of Jacksonville Beach Employee of the Quarter pin. I am forwarding this information to you so that a presentation can be made at the May 16, 2016, Council Meeting. The recipient will be notified to attend.

Additionally, for your information, the Department Director will be having a departmental award ceremony which will include the presentation of a check in the amount of \$100 and a personalized certificate.

Attachment



City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268
Fax: 904.247.6276

www.jacksonvillebeach.org

May 6, 2016

Glenda Wagner
Finance

Dear Glenda,

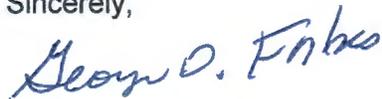
It is with great pleasure that we present you this letter of appreciation for your outstanding job performance in the Finance Department. You have been selected as an Employee of the Quarter for the 1st Quarter of 2016.

You are being recognized for:

- Developing a safe, fair, professional, courteous and customer service based work environment for your staff, as well as, the Citizens of Jacksonville Beach. You go the extra mile to make Beaches Energy shine by reviewing procedures within the department to improve work flow and cost efficiency. You also advocate for citizens while negotiating adherence to City ordinances;
- for participation in many after-hour functions, representing Beaches Energy and the City of Jacksonville Beach for events like the annual Trade Show and Job Fairs with top notch professionalism;
- and for establishing a "we are a team" relationship with your staff, and always supporting them by mentoring and wanting them to succeed.

Please accept our sincere gratitude and thanks for your outstanding performance. It truly exemplifies the dedication and spirit for which we all strive to attain as public employees.

Sincerely,



George D. Forbes
City Manager



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
SUBJECT: Monthly Financial Reports for April 2016
DATE: May 10, 2016

Action Requested

Accept the monthly financial reports for the month of April 2016.

Background

The monthly financial reports for April 2016 are being provided for your information and review. These reports can be found in the "Reports and Information" portion of this agenda.

Recommendation

Accept the monthly financial reports for the month of April 2016, as submitted by the Chief Financial Officer.



City of
Jacksonville Beach
City Hall
11 North Third Street
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FL 32250
Phone: 904.247.6299
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www.jacksonvillebeach.org
cityclerk@jaxbchfl.net

MEMORANDUM

DATE: May 4, 2016

TO: The Honorable Mayor and
Members of the City Council

FROM: Laurie Scott, City Clerk

RE: Appointments to Community Redevelopment Agency

ACTION REQUESTED:

Appointment of one member to the Community Redevelopment Agency to fill the vacancy of Grady Kearsey, who has moved from the City of Jacksonville Beach.

BACKGROUND:

Jeffrey Jones has served on the Planning Commission and was appointed 1st Alternate on February 2, 2015. Mr. Jones has asked to be considered to fill the vacancy of Grady Kearsey on the Community Redevelopment Agency.

In addition, we have received applications and interviewed Lucas Snyder, Art Graham, Scott Cummings, Justin Lerman, and Samuel Langham for appointment to the Community Redevelopment Agency. Applications are attached for your review. (See attached applications)

RECOMMENDATION:

Appoint Jeffrey Jones to the Community Redevelopment Agency for a 4-year term expiring May 16, 2020.





Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Jeffrey J. Jones	Home Phone: 904-380-0536
Home Address: 320 1 st Street North #809, Jacksonville Beach, FL 32250	
E-Mail Address: jjj.iaxbeach@comcast.net	FAX: None
Business: Retired	Business Phone:
Business Address:	

Eligibility

Are you a resident of the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, length of time: 8 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: 320 1 st Street North, #809
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 checked="" type="checkbox"/> No	If yes, Board Name: Planning Commission
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: N/A

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
1	Community Redevelopment Agency		Pension Trustee

Please list City meetings you have attended: Numerous City Council Meetings and Workshops, Planning Commission, Alternate Member since February 2015.

Qualifications (Briefly describe specific expertise, abilities or qualifications) I am a licensed attorney (retired) with 35 plus years of business law experience, including experience with real estate development issues. I have served on corporate boards of directors (including a publicly traded corporation) and several private boards, including condominium boards (I am currently on the board of the Metropolitan Condominium) and church.

Education: BBA University of Wisconsin, 1975, JD University of Michigan Law School 1978

Jeffrey J. Jones

320 1st Street North, #809 • Jacksonville Beach, FL 32250
Phone: 904-380-0536 • E-Mail: jjj.jaxbeach@comcast.net

Professional Experience

1978 -2009 **Foley & Lardner LLP.** Retired. Partner with Foley & Lardner's Milwaukee office through 2004 and with its Jacksonville office from 2005 through 2009. Practiced with the firm's Taxation, Finance & Financial Institutions, Private Equity & Venture Capital and Transactional & Securities Practices, as well as the Entertainment & Media, Food and Renewable Energy Industry Teams.

Practice focused on general corporate and tax matters, including particular emphasis on taxation of investments and in the negotiation and structuring of the purchase and sale of small and medium sized businesses. Actively participated in Foley's renewable energy sector practice in the area of tax credit financings involving wind, solar and biomass energy projects. Also actively practiced in advising clients in the formation and operation of hedge funds, investment partnerships and private equity funds, both onshore and offshore.

2009-2015 **Synнове Sitepower I, LLC** Managing Member and sole owner of 25,000 kw Solar PV electric generating facility in Jacksonville, Florida.

2011 to Present **Self-Employed Tax Preparer.** Concentrating in return preparation for high net worth individuals and closely held businesses.

Professional Credentials

Admitted to the Wisconsin Bar in 1978 and the Florida Bar in 2005. Former member of the American and Wisconsin Institutes of Certified Public Accountants.

Education

Graduate of the University of Wisconsin (bachelor's degree in business administration, with distinction, 1975) and the University of Michigan Law School (J.D., *magna cum laude*, 1978). Elected to Order of the Coif at Michigan and was an associate editor and administrative editor of the *Michigan Law Review*.

Other

1989 – 2001 **Northland Cranberries, Inc.** (NASDAQ: CBRYA). Member of Board of Directors of only publicly-traded cranberry juice producer and manufacturer. Served on Compensation and Audit Committees.

2010 to Present

Metropolitan Mixed-Use Condominium Association, located at 320 1st Street North, Jacksonville Beach, Florida. Member of Board of Directors and Vice-President.

2015 to Present

Jacksonville Beach Planning Commission. Alternate member of City's Planning Commission.

2015 to Present

Jacksonville Beach Police Department Citizens on Patrol. Sworn volunteer member of Department's Citizens on Patrol program.

January 2014 to Present

AARP TaxAide Volunteer. Volunteer income tax preparer for AARP TaxAide Program during 2014 and 2015 tax seasons. Local Site Coordinator during 2016 season overseeing 26 volunteers and preparation of almost 1,000 tax returns.



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Lucas N. Snyder _____	Home Phone: 407-529-4084 _____
Home Address: 414 10 th ST S Jacksonville Beach, FL. 32250 _____	
E-Mail Address: lucas.snyder2@gmail.com _____	FAX: _____
Business: _____	Business Phone: _____
Business Address: _____	

Eligibility

Are you a resident of the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, length of time: 6 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: 414 10 th St S, 1821 Tanglewood Rd. _____
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 checked="" type="checkbox"/> No	If yes, provide date: _____
Have you filed bankruptcy?	<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.)

2	3
Board of Adjustment	Planning Commission
1	Pension Trustee
Community Redevelopment Agency	

Please list City meetings you have attended: City Council: Oct 13, 2015, Feb 15, 2016, March 7th
 Board of Adjustments: July 21, 2015, November 3, 2015, _____

Qualifications (Briefly describe specific expertise, abilities or qualifications) _____

Involvement in multiple community service events/locations including The Carver Center, Boys and Girls Club of Jacksonville Beach, ARC Surf Camps for underprivileged youth, Donner Park in Atlantic Beach.

Education: University of North Florida, 12/2007	
Bachelor of Science, Communications/Public Relations _____	

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

05/2/2016 _____
Date

Lucas N. Snyder _____
Applicant's Signature

Please do not write below - Staff use

Date application received: _____

Interviewed on: _____

Eligible for appointment

Not eligible for appointment
Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

BRIEF DESCRIPTION OF CITY BOARDS

(All positions are strictly voluntary and do not receive compensation)

Board of Adjustment

Meets 1st and 3rd Tuesday of each month - 7:00 P.M. in the Council Chambers at City Hall

The Board of Adjustment hears, reviews, approves with conditions, or denies variances to the terms of the Land Development Code. The Board of Adjustment's members are appointed by the City Council. Five members serve four-year terms, while two alternates serve for two-year terms. No member of the Board may be employed by the City and members must be residents of Jacksonville Beach for at least two years prior to appointment.

Community Redevelopment Agency (CRA)

Meets the 3rd Monday of each month - 5:00 P.M. in the Council Chambers at City Hall

The Jacksonville Beach Community Redevelopment Agency is a five member board appointed by the City Council and is in charge of the redevelopment of two areas within the City.

- The South Beach Redevelopment area is composed of approximately 356 acres near the intersection of J. Turner Butler Boulevard and west of Third Street (SR A1A).
- The Downtown Redevelopment area is composed of 185 acres from 13th Avenue South to 9th Avenue North and from Third Street (SR A1A) to the ocean.

The Agency is responsible for implementing two redevelopment plans as adopted by the City Council. As part of the implementation process, the Agency is responsible for marketing the areas, identifying developers, issuing Requests for Development Proposals, selection of developers, contract negotiation, financing plans and monitoring contract implementation. Members must be property or business owners in Jacksonville Beach. The Agency is responsible to the City Council.

Planning Commission

Meets the 2nd and 4th Monday of each month - 7:00 P.M. in the Council Chambers at City Hall

The Planning Commission serves as the Local Planning Agency as required by Florida Statutes and hears applications for development permits and amendments to the Comprehensive Plan. The Planning Commission is composed of five members and two alternates who each are appointed by the City Council for four-year terms. Members must be residents of Jacksonville Beach for at least two years prior to appointment.

Pension Boards of Trustees

Meets quarterly (February, May, August, November) or more frequently, if needed -

The City has three Retirement Systems: Firefighters', General Employees' and Police Officers'. Each Board consists of five trustees, two appointed by Council (General Employees' Board two Council members appointed by the Council serve), two elected by employees and one appointed by the other four members. Trustees have fiduciary responsibility and are responsible for administering the plans as adopted by City Council.

THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Form Updated 03292016

Summary

Extensive knowledge of administration procedures, management of other workers and conflict resolution. Excels in creative problem solving through focused communication and leadership. Dedicated and goal oriented for the purpose of seeing vision become a reality.

Education

Bachelor of Science : Communications/ Public Relations, 2007
University of North Florida - Jacksonville, FL, USA
Cumulative GPA 3.2

UNF Senior Service Award Winner

Experience

League Coordinator

August 2007 to Current

i9 Sports/ Jacksonville - Jacksonville, FL

Responsibilities included overseeing the development and operation of all youth sports programs, execution of local marketing plans, establishing community relationships, sourcing of volunteers, staffing of sports officials, managing daily inquiries, maintaining website, ensuring the highest level of customer satisfaction.

The program consists of 2,000 + annual participants and generates annual revenue of \$500,000 +.

2006 and 2007 Franchise of the Year

2008 and 2009 MVP Club Award Winner

2015 Highest Customer Satisfaction Award Winner

Dean of Students

August 2010 to Current

Beaches Chapel School - Jacksonville, FL

Responsibilities include establishing policies and procedures through collaborative input that deal directly with student behavior, conducting training of faculty/staff in regards to appropriate classroom decorum, reviews and revises disciplinary aspects of the student handbook, maintains detailed records and student behavior profiles, assists in developing strategic plans to improve student behavior.

School consists of 200+ students

F.L.O.C.S Accredited School

College Basketball Official

October 2010 to Current

Women's College Basketball Official - Southeast United States

Responsibilities include managing all aspects of a basketball game, working closely with fellow referees to foster a team atmosphere dealing strategically within conflict resolution, an advanced ability to manage people in a highly stressful situation, making decisions in a quick and decisive manner, subjecting yourself to immediate evaluation of the decisions that you make.

Assistant Director

August 2004 to August 2006

Osprey Productions- University of North Florida - Jacksonville, FL

Responsibilities included overseeing a student programming board which was directly tasked with planning large scale concerts, homecoming, movie nights and other weekly events. Administrative responsibilities included managing finances, soliciting community partners and graphic design of promotional materials.

Annual budget \$2.5 million

Serving 17,000+ students

Organizational Involvement

Children's Miracle Network, Girls Inc of Jacksonville, Life Rolls on Foundation and Christian Surfers United States

References

References are available upon request



Application for Appointment to City Boards

RECEIVED

MAR 13 2010

(904) 249-4288
 City Clerk

Personal Information (Please print or type)

Name: Art Graham Home Phone: _____
 Home Address: 1000 8th Street North
 E-Mail Address: Honorable@aol.com Cell Phone: _____
 Occupation: PSC Commissioner Business Phone: _____
 Business Name: Florida PSC
 Business Address: 2540 Shumard Oak Blvd; Tallahassee, FL 32307

Eligibility – Please Circle

Are you a resident of the City? Yes No If yes, length of time: _____
 Are you a registered voter? Yes No If yes, what County: _____
 Do you own property in the City? Yes No If yes, address: _____
 Do you hold a public office? Yes No If yes, Office name: PSC
 Are you employed by the City? Yes No If yes, position: _____
 Are you currently serving on a Board? Yes No If yes, Board Name: _____
 Have you been convicted of a felony? Yes No If yes, provide date: _____
 Have your civil rights been restored? Yes 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.)

	Board of Adjustment	<u>2</u>	Planning Commission
<u>1</u>	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: All

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Planning Commissioner in '98, Councilman in JB '98-'02, Councilman Jax '03-'09 and again in 2010.

Education: Bachelor of Engineering in Chemical Engineering @ Ga Tech

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

1/18/16
Date


Applicant's Signature

Please do not write below - Staff use

Date application received: 2/15/16

Interviewed on: _____

Eligible for appointment **Yes** **No**

If not eligible for appointment
Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Art Graham
15 North 16th Avenue
Jacksonville Beach, Florida 32250
(904) 318-0485
Voteart@aol.com

KEY PROFESSIONAL SKILLS

Process Engineering
Team Building
Chemical and Industrial Sales

Marketing
Problem Solving
Public Speaking

PROFESSIONAL EXPERIENCE

FLORIDA PUBLIC SERVICE COMMISSION **July 2010 - Present**
Commissioner

One of a five-member collegial body responsible for regulating the rates and service quality of five investor owned electric companies, seven investor-owned natural gas utilities, and 148 investor-owned water and/or wastewater utilities; competitive market oversight for more than 400 telecommunications companies; limited jurisdiction over municipal electric and gas utilities and rural electric cooperatives; and other statutory responsibilities.

- Exercise high-level quasi-judicial and quasi-legislative functions related to regulated utilities
- Analyze and act on complex information submitted by the Commission's staff, the Public Counsel, utility companies' representatives, other interested parties, and the general public
- Balance short-term consumer cost concerns with the need for stable utility companies that provide reliable service

ART ENVIRONMENTAL CONSULTING SERVICES (LLC) Jacksonville Bch, FL 2005-2010
President

Provide consulting for general environmental services and for the collection of Kraft paper mill by-products (turpentine and tall oil).

- Designed, optimized, and balanced steam condensers and CST decanters
- Wetland delineation, mitigation planning, and design
- Wetlands permitting for construction and maintenance of ponds

GEORGIA PACIFIC CORPORATION, Atlanta, Ga. 1995-2002

Senior Recovery Engineer, Jacksonville, FL (1999 - 2002)

Responsible for the by-products recovery of all the GP Kraft Paper Mills throughout the United States.

- Optimized the logistics of transporting the raw materials from the mills to the manufacturer resulting in a \$1.6 million savings in transportation cost
- Increased the efficiency of all GP by-products collection to 98%

Recovery Engineer, Jacksonville, FL (1995 - 1999)

Responsible for the by-products recovery for half the GP Kraft Mills throughout the United States.

- Designed pumping systems, floating skimmers, and collection devices for the various soap operations in the different mills
- Increase by-products recovery by over 35%

BETZ PAPERCHEM, Jacksonville, FL 1991-1995

Sales Engineer

Sold chemical solutions and provided chemical consulting services to the paper industry.

- Reduced chlorine dioxide usage by 9% in the bleach plant of a major paper mill
- Solved a paper mill by-product centrifuge efficiency problem, increasing tall oil production by 30% between shutdowns

GOODYEAR TIRE & RUBBER, Akron, OH 1988-1991

Regional Sales Manager, Southern CA (1989-1991)

Grew a sales territory from \$1.2 million to over \$5 million per year in a two-year period.

Application Engineer, Columbus, OH (1988-1989)

Responsible for technical support for the sales staff, trouble shooting conveyor systems, and designing new conveyor belts for unique applications.

- Never lost a sale to a competitor
- Designed software which allowed the field sales staff independence from technical support

GOVERNMENT EXPERIENCE

CITY OF JACKSONVILLE 4/2003-9/2009 and 3/2010-7/2010

City Councilman

Responsible for making the laws which governed quality of life in a city of 850,000 citizens.

- Managed a campaign, built an extensive organization, and raised over \$120,000
- Awarded the Charlie Webb award for 2008-2009 (best councilmember)
- Balanced the budget every year in office without a tax increase

CITY OF JACKSONVILLE BEACH 1998-2002

City Councilman

Responsible for making the laws which governed quality of life in a city of 22,000 citizens.

- Turned around blighted downtown area
- Created a showcase entertainment and shopping district without increasing the tax rate
- Increased the tax base from \$300 to over \$700 million

EDUCATION

GEORGIA INSTITUTE OF TECHNOLOGY, Atlanta, Ga.

Bachelor of Chemical Engineering 1988

Certificate of Paper Sciences 1988

**Co-op student for Stone Container Paper mill
(senior engineering division) 1983 - 1987**



Received
 MAY - 3 2016

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: <u>Scott Cummings</u>	Home Phone: <u>904/382-0867</u>
Home Address: <u>2855 Merrill Blvd</u>	
E-Mail Address: <u>SCOTRABO@Bellsouth.net</u>	FAX: _____
Business: <u>Daymon Worldwide</u>	Business Phone: <u>904/440-2826</u>
Business Address: <u>201 San Marco Blvd, Jacksonville, FL 32205 32207</u>	

Eligibility

Are you a resident of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, length of time: <u>15yrs</u>
Are you a registered voter?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, what County: <u>Duval</u>
Do you own property in the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, address: <u>2855 Merrill Blvd</u>
Do you hold a public office?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, position: _____
Are you currently serving on a Board?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, Board Name: <u>Board of adjustment</u>
Have you been convicted of a felony?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, provide date: _____
Have you filed bankruptcy?	<input type="radio"/> Yes	<input checked="" type="radio"/> 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.)

1 Board of Adjustment	2 Planning Commission
3 Community Redevelopment Agency	4 Pension Trustee

Please list City meetings you have attended: Board of Adjustment

Qualifications (Briefly describe specific expertise, abilities or qualifications): Supermarket Industry Executive worked in multiple cities across the US

Education:	<u>AA Degree Marketing - Madison Inver College of Business</u>

Scott Alan Cummings

2855 Merrill Blvd. ▪ Jacksonville Beach, FL 32250
sacummings32@gmail.com ▪ (904)382-0867

CONSUMER PACKAGE GOODS SALES & MARKETING PROFESSIONAL

Proven history of driving sales

Summary of Qualifications

- Extensive experience in CPG and Fresh Product **development and marketing** interacting with front-line through senior level management
- **Profit-oriented** manager with **30** year history of building **successful sales and marketing programs**
- Experienced in **product development** of value to signature products from ideation to launch
- Skilled in **brand development and management** of multi-million dollar brands
- Extensive knowledge and experience in **category management** and understanding of **consumer dynamics** in fresh and center store categories
- Instrumental in organizing multiple high-profile **corporate events** and **product launches**
- **Dedicated and hardworking**, with an unmatched drive to produce results
- Proficient in use of **Category Management Software, A.C. Nielsen, Apollo, MS Office & proprietary systems**

Professional Experience

DAYMON WORLDWIDE, Jacksonville, FL

Nov. 2002–Present

Business Manager

Collaborated with a team of category managers and Department VP's at Southeastern Grocers in the creation and implementation of sales and marketing plans of Own Brand products in the fresh and edible categories of the retail food channel across 750 stores. Developed new products utilizing market data, from concept to finished goods.

- Expanded our largest bakery supplier with sales in excess of \$20mm through strategic relationships and business acumen.
- Increased sales dollars in bakery by 526% in a four year period for Daymon Worldwide.
- Negotiated \$55K in supplier incentives YTD 2011 and enhanced profitability, strategic business planning and execution.
- Increased Corporate Brand sales from \$170M to \$280M for six consecutive years; generated \$4.2M in revenues.
- Directed the customer and supplier to create signature items that are a known value item for SEG's business.
- Delivered reduced SKU assortment strategies in following categories that grew sales volume and profits for frozen vegetables, coffee creamer, processed cheese and bottled water.
- Contributed to Winn Dixie's market penetration of 22% by collaborating with senior executives, marketing, procurement, customer service and accounting to deliver results that established Winn Dixie into a top-five retailer for Own Brand Share.
- Recognized for 110% goal attainment with *Award for Plan Achievement, 2008*.

FEDERATED SERVICES SOUTHEAST, Jacksonville, FL

Nov. 2000–Nov. 2002

Senior Category Manager

Hired as first person in role to develop Category Reviews for Suppliers, Customer Category Managers and Senior Executives to determine business strategies and tactics for an \$1.8B Corporate Brand business, with more than 3,500 SKUs at Winn Dixie Stores. Collaborated with manufacturing facilities to support new product development and SKU assortment analyses.

- Grew Corporate Brand Sales 10% by developing and implementing new methods of category analysis.
- Supported sales growth through creation of category reviews and reports using syndicated data, which were utilized by the Corporate Brands Team, Winn Dixie's business units and suppliers to develop sales plans and manage the business.
- Increased profits for FSS and WD and enhanced consumer's buying experience through emphasis on overall category management.

Scott Alan Cummings

2855 Merrill Blvd. • Jacksonville Beach, FL 32250
sacummings32@gmail.com • (904)382-0867

Professional Experience *Continued*

FMS AMERICA, Hopkins, MN

Dec. 1997–Nov. 2000

Sales and Marketing Manager (*Apr. 1999–Nov. 2000*)

Managed four business managers and a twelve person retail sales staff to grow Supervalu's Northern Region Corporate Brand business across seven-state area.

- Executed turnaround; delivered profitability to \$180M account for first time in nine-year existence—increased sales and reduced expenses.

Director of Merchandising (*Dec. 1997–Apr. 1999*)

Coordinated the sales and marketing efforts of Supervalu's \$755 million Corporate Brand program through seven regional offices across 2000+ U.S. stores.

- Instrumental in gaining \$100M in new business in Health & Beauty Care and processed Meat at Supervalu; built relationships with VP and made supplier presentations to expand product line.
- Established consistency across all regions by creating the first corporate-wide promotional calendar for private label products.
- Coordinated semiannual, multiple-day corporate buying events attended by 150+ suppliers and corporate management staff to facilitate negotiating, planning and procuring of product lines.

CAL GROWERS CORPORATION, Eden Prairie, MN and Pleasant Prairie, WI

June 1990–Dec. 1997

Director of Sales (*Jan. 1995–Dec. 1997*)

Managed fifteen regional merchandising offices, comprised of seventy sales professionals, charged with the sales and marketing of Supervalu's Corporate Brand program with brokerable sales in excess of \$363M. Oversaw two regional food brokers focused on private label market share increases.

- Attained two years of double digit sales increases to grow business to \$363 million.

Account Manager (*June 1990–Jan. 1995*)

Managed the sales and marketing of a \$45M, three-tier Corporate Brand program, across four states, through leadership of a six-person retail sales team at Supervalu's Pleasant Prairie, WI Division.

- Tripled private label sales in three-year period; appointed 1992 Account Manager of the Year.

DAYMON ASSOCIATES, Madison, WI

Sept. 1987–June 1990

Account Manager

Managed the Sales and Marketing of Certco's Corporate Brand program through Shurfine Central; with annual sales of \$10M.

- Named Account Manager of the Year in 1988.

CUB FOODS, Madison, WI

Aug. 1982–Sept. 1987

Assistant Store Mgr

Managed the daily activities of a supermarket with \$41.6M in annual sales through team of 150 associates.

Previously employed as In-Store Baker, Assistant Bakery Manager and Assistant Produce Manager at COPPS CORPORATION, for four years' while working through college

Formal Education & Professional Development

Marketing – AA Degree, MADISON JUNIOR COLLEGE OF BUSINESS, Madison, WI

Professional Development includes topics such as:

Project Management • Category Management • Negotiation Skills • Sales • Business Management • Finance • Data Utilization
Supplier/Client Relationships • Promotional Planning • New Product Development • Marketing
Managing Assortment • SKU Rationalization • Team Building • Understanding & Utilizing Individual Styles

Chairman – Board of Adjustment, City of Jacksonville Beach, FL, 2016 Calendar Year

Laurie Scott

From: Lerman, Justin <j.lerman@unf.edu>
Sent: Tuesday, November 03, 2015 4:14 PM
To: City Clerk
Subject: Application for Appointment to a City Board - Justin Lerman
Attachments: Application for Appointment to City Boards_Justin Lerman.pdf; Justin Lerman - Resume.pdf

Hello,

Attached you can find my application and resume. I have only been living in Jacksonville Beach for one year so please disregard **Planning Commission** as a choice on my application. I look forward to hearing from you soon. If you need any more information, please let me know. Have a wonderful day!

Justin Lerman

Coordinator of Distance Learning Training & Support
Center for Instruction & Research Technology
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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: <u>Justin Michael Lerman</u>	Home Phone: <u>561.926.0214</u>
Home Address: <u>1732 7th Street North Jacksonville Beach FL, 32250</u>	
E-Mail Address: <u>justinlerman@gmail.com</u>	FAX: <u>N/A</u>
Business: <u>University of North Florida</u>	Business Phone: <u>904.620.5299</u>
Business Address: <u>1 UNF Drive Jacksonville FL 32224</u>	

Eligibility

Are you a resident of the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, length of time: <u>1 Year</u>
Are you a registered voter?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, what County: <u>U.S.A</u>
Do you own property in the City?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, address: <u>1732 7th Street North Jacksonville Beach</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 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: <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.)

	Board of Adjustment		-1	Planning Commission <i>Please per email</i>
2	Community Redevelopment Agency			Pension Trustee

Please list City meetings you have attended: I attended a city meeting on February 07, 2011 regarding special permits to sell alcohol past midnight.

Qualifications (Briefly describe specific expertise, abilities or qualifications)

- Good organizational and negation skills
- Excellent written and spoken communication skills
- Logical approach to solving problems
- Team player
- Strong computer skills
- Equal opportunist

Please see attached resume for experience and education.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

11/2/15
Date


Applicant's Signature

Please do not write below - Staff use

BRIEF DESCRIPTION OF CITY BOARDS

(All positions are strictly voluntary and do not receive compensation)

Board of Adjustment

Meets 1st and 3rd Tuesday of each month - 7:00 P.M. in the Council Chambers at City Hall

The Board of Adjustment hears, reviews, approves with conditions, or denies variances to the terms of the Land Development Code. The Board of Adjustment's members are appointed by the City Council. Five members serve four-year terms, while two alternates serve for two-year terms. No member of the Board may be employed by the City and members must be residents of Jacksonville Beach for at least two years prior to appointment.

Community Redevelopment Agency (CRA)

Meets the 3rd Monday of each month - 5:00 P.M. in the Council Chambers at City Hall

The Jacksonville Beach Community Redevelopment Agency is a five member board appointed by the City Council and is in charge of the redevelopment of two areas within the City.

- The South Beach Redevelopment area is composed of approximately 356 acres near the intersection of J. Turner Butler Boulevard and west of Third Street (SR A1A).
- The Downtown Redevelopment area is composed of 185 acres from 13th Avenue South to 9th Avenue North and from Third Street (SR A1A) to the ocean.

The Agency is responsible for implementing two redevelopment plans as adopted by the City Council. As part of the implementation process, the Agency is responsible for marketing the areas, identifying developers, issuing Requests for Development Proposals, selection of developers, contract negotiation, financing plans and monitoring contract implementation. Members must be property or business owners in Jacksonville Beach. The Agency is responsible to the City Council.

Planning Commission

Meets the 2nd and 4th Monday of each month - 7:00 P.M. in the Council Chambers at City Hall

The Planning Commission serves as the Local Planning Agency as required by Florida Statutes and hears applications for development permits and amendments to the Comprehensive Plan. The Planning Commission is composed of five members and two alternates who each are appointed by the City Council for four-year terms. Members must be residents of Jacksonville Beach for at least two years prior to appointment.

Pension Boards of Trustees

Meets quarterly (February, May, August, November) or more frequently, if needed -

The City has three Retirement Systems: Firefighters', General Employees' and Police Officers'. Each Board consists of five trustees, two appointed by Council (General Employees' Board two Council members appointed by the Council serve), two elected by employees and one appointed by the other four members. Trustees have fiduciary responsibility and are responsible for administering the plans as adopted by City Council.

THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Form Updated 03292016

Justin Lerman

1732 7th Street North, Jacksonville Beach, FL 32250

j.lerman@unf.edu

(561) 926-0214

EDUCATION

2014-Present	UNIVERSITY OF NORTH FLORIDA <i>Doctor of Education in Educational Leadership</i>	Jacksonville, FL
2012-2013	UNIVERSITY OF NORTH FLORIDA <i>Masters of Educational Leadership and Technology</i>	
2007-2011	UNIVERSITY OF NORTH FLORIDA <i>Bachelor of Arts in Education</i> <ul style="list-style-type: none">• Graduating GPA 3.5	

EXPERIENCE

2013-Present	UNF CENTER FOR INSTRUCTION & RESEARCH TECHNOLOGY <i>Coordinator of Distance Learning Training & Support</i> <ul style="list-style-type: none">• Distribute distance learning course offerings and schedules and web sites where they can be accessed• Maintain web sites and online databases used for distance learning programs• Communicate to faculty and students any change or updates to distance learning courses and materials• Support Faculty and Staff on Blackboard related issues	Jacksonville, FL
2013-2015	UNF COLLEGE OF EDUCATION <i>Adjunct Professor</i> <ul style="list-style-type: none">• Used a wide variety of teaching methods to ensure student success• Provide personalized feedback for all assignments submitted	Jacksonville, FL
2012-2013	UNF IT DEPARTMENT <i>Help Desk Technician</i> <ul style="list-style-type: none">• Provided tier one support by phone and in person as needed to minimize downtime.• Performed troubleshooting and implemented solutions, documented help desk tickets/resolutions• Worked with C techs, reimaging computer labs	Jacksonville, FL
2011-2012	KELLY EDUCATIONAL STAFFING <i>Substitute Teacher (Grades K-12)</i> <ul style="list-style-type: none">• Filled in for absent teachers in emergency and on short and medium term assignments	Jacksonville, FL
2007-2011	UNIVERSITY OF NORTH FLORIDA OSPREY TELEVISION <i>Osprey TV Station Manager</i> <ul style="list-style-type: none">• Responsible for hiring, managing and maintaining a staff• Managed the budget <i>Osprey TV Technical Director</i> <ul style="list-style-type: none">• Created and maintained official Osprey TV website• Responsible for maintaining servers	Jacksonville, FL
2007-2011	Camp Geshar <i>Camp Technical Director</i> <ul style="list-style-type: none">• Responsible for hiring, managing and maintaining a staff• Create and present a budget based on the guidelines of the Finance Committee• Track and record actual spending and compare to budget weekly• Oversee all transportation into and out of the camp• Create daily schedule for campers and staff <i>Head of Waterfront</i> <ul style="list-style-type: none">• Responsible for health and safety procedures of the camp• Attended leadership seminar in Waynesboro, Pennsylvania to improve leadership skills• Led team in teaching advanced swimming levels to campers - course had a 100% pass rate	Ontario, Canada
Spring 2011	EDUCATIONAL INTERNSHIP <i>Kings Trail Elementary School</i> <ul style="list-style-type: none">• Worked with benchmark data to create small groups and to develop future lessons• Developed and taught lessons while following a focus calendar• Developed individual behavior plans• Administered and graded Developmental Reading Assessments (DRAs)• Administered pre- and post-tests and analyzed data	Jacksonville, FL

SKILLS AND ACTIVITIES

- Proficient in BMC Remedy, TeamDynamix, Microsoft Office, Final Cut Pro, computer hardware repair, Altiris, Microsoft SharePoint, Blackboard, E-Learning, Instructional Design, Technical Writing, and Learning Theory
- Graduate of the Illinois Online Network, Master Online Teacher Certification Program
- Certified Quality Matters Program, Apply the QM Rubric
- Certified Blackboard Learn Trainer



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Samuel A. Langham Home Phone: 904 249-3403
 Home Address: 138 32nd Ave S.
 E-Mail Address: salanghamereale.com FAX: 904-249-3441
 Business: Langham Appraisals, Inc. / REASE, LLC Business Phone: 904 249-3403
 Business Address: 138 32nd Ave S. Jax Beach, FL 32250

Eligibility

Are you a resident of the City? Yes No If yes, length of time: 27 yr
 Are you a registered voter? Yes No If yes, what County: Duval
 Do you own property in the City? Yes No If yes, address: 138, 139 32nd Ave S. / 2811 S 1st
 Do you hold a public office? Yes No If yes, Office name: _____
 Are you employed by the City? Yes No If yes, position: _____
 Are you currently serving on a Board? Yes No If yes, Board Name: _____
 Have you been convicted of a felony? Yes No If yes, provide date: _____
 Have your civil rights been restored? Yes No If yes, provide date: _____
 Have you filed bankruptcy? Yes 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 checked="" type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Planning Commission
<input checked="" type="checkbox"/>	Community Redevelopment Agency	<input type="checkbox"/>	Pension Trustee

Please list City meetings you have attended: various board of Adjustment & Planning Commission meetings over the years

Qualifications (Briefly describe specific expertise, abilities or qualifications) Real Estate Appraiser, Broker and Consultant Property owner and landlord.



Education: BSBA ECO UF 1984
MBA Finance & International Business UF '88
MM appraiser and multiple professional licenses
that require CE.
Professional Resume available upon request.

Application for Appointment to City Boards (cont.)

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

4/27/16
Date

[Signature]
Applicant's Signature

Please do not write below - Staff use

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Form Updated 03292016

Educational Background

- M.B.A., Finance and International Business, University of Florida, May, 1988.
- B.S.B.A., Economics, University of Florida, December, 1984.
- Postgraduate Coursework

Real Estate Principles and Practices (Course II)	Real Estate Institute	4/92
Licensed Residential Appraisal Course my firm (AB1)	Real Estate Institute	5/93
Residential Construction for Agents	Real Estate Institute	2/94
Commercial Real Estate Brokerage	Real Estate Institute	3/94
Standards of Professional Practice, Part A (410)	Appraisal Institute	6/94
Standards of Professional Practice, Part B (420)	Appraisal Institute	6/94
Appraisers' Florida Core Law	Appraisal Institute	6/94
Certified General Appraiser Course (AB3)	Real Estate Institute	6/95
The Appraisal of Partial Acquisitions	IRWA	10/96
USPAP/Law Update	Real Estate Ed. Specialist	11/96
Advanced Income Capitalization (510)	Appraisal Institute	2/97
Basic Income Capitalization (310)	Appraisal Institute	3/97
Appraisal Procedures (120)	Appraisal Institute	3/97
Appraisal Principles (110)	Appraisal Institute	3/97
The Appraisal of Real Estate Appraisal 10th vs. 11th Edition	Appraisal Institute	6/97
Highest and Best Use (520)	Appraisal Institute	9/97
Advanced Applications (550)	Appraisal Institute	9/97
Advanced Sales Comparison & Cost Approach (530)	Appraisal Institute	5/98
USPAP/Law Update (ACE 2093)	McKissock Data Systems	10/98
Report Writing & Valuation Analysis (540)	Appraisal Institute	12/98
Standards of Professional Practice, Part C (430)	Appraisal Institute	10/99
General Demonstration Appraisal Report Writing Seminar	Appraisal Institute	5/00
Appraising Conservation Easements and Other Less Than Fee Interest	RE Institute of the SE	10/00
Appraising Wetlands	RE Institute of the SE	10/00
Environmental Hazards Impact on Real Estate	RE Institute of the SE	10/00
USPAP and Florida Law Update	RE Institute of the SE	10/00
Eminent Domain	CLE International	10/01
Law of Easements: Legal Issues and Practical Considerations	Lorman Educational Services	3/03
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	3/03
Timberland Appraisal Seminar	Appraisal Institute	2/04
Appraisal Independence: What Appraisers and Bankers Need to Know	AI/American Bankers Ass.	2/04
Residential Subdivision Analysis	Bert Rogers	11/04
15-Hour National USPAP (I410N)	Appraisal Institute	8/06
Business Practices and Ethics (420)	Appraisal Institute	9/06
Valuation of Wetlands	Appraisal Institute	9/07
Valuation of Conservation Easements	Appraisal Institute	1/08
Appraisal of Local Retail Properties	Appraisal Institute	9/09
The Appraiser as an Expert Witness: Preparation and Testimony	Appraisal Institute	10/09
Litigation Appraising: Specialized Topics and Applications	Appraisal Institutes	10/09
National Association of Realtors Code of Ethics Course	NAR	10/12
General Demonstration Report Writing	Appraisal Institute	10/12
7-Hr National USPAP Update/Supervisory Appraiser/3-Hr Florida Law	Appraisal University	11/12
Site Analysis and Valuation	Appraisal University	11/12
Appraising Historic Properties	Appraisal University	11/12
Retail Center Analysis for Financing	Appraisal University	11/12
Appraisal of Real Estate 14 th Edition	Appraisal Institute	11/13
Appraising Cell Towers	Appraisal Institute	12/13
Broker's Continuing Education	Bert Rogers Schools	2/14
General Demonstration Report-Capstone Program	Appraisal Institute	5/14
Beyond The Headlines – The new Real Estate Economy	Appraisal Institute	9/14
Appraiser's Continuing Education	Ed Klopfer	11/14
Beyond The Headlines – The new Real Estate Economy	Appraisal Institute	9/14
The Valuation of Bank Branches	Appraisal Institute	9/14
Right-of-Way – Three Case Studies with Two Approaches to Value	Appraisal Institute	10/14
Review of Court Decisions on Valuations – Lessons Learned	Appraisal Institute	11/14

Licenses/Certifications

- Florida State-Certified General Real Estate Appraiser No. RZ2274
- Florida Real Estate Broker BK 393794
- Private Pilot

Professional Experience

- Managing Member, REABC, LLC. 2014 – Present. Jacksonville Beach, Florida.
- President, LANGHAM APPRAISALS, INC. 1998 – Present. Jacksonville Beach, Florida.
- Appraiser, Broom, Moody, Johnson & Grainger, Inc. 1993 – 1997. Jacksonville, Florida.
- Broker/Consultant, Langham, S.A. & Co. 1992 – 2002. Jacksonville Beach, Florida.
- Consultant, Ernst & Young. 1988 – 1991. Jacksonville, Florida.
- Realtor Associate, Property Care Services, Inc. 1989 – 1990. Jacksonville Beach, Florida.
- Regulatory Analyst, Gulf Power Company. 1987 Summer Internship. Pensacola, Florida.
- Realtor Associate, Ed Baur Inc., Realtors. 1982 – 1984. Gainesville, Florida.

Memberships and Designations

-  Member Appraisal Institute
- Member International Right-Of-Way Association
- Eagle Scout

Appraisal Experience

- Single & Multi-tenant Office Buildings
- Industrial & Office/Warehouses Properties
- Water and Wastewater Utilities
- Residences of all types
- Easement Parcels
- Conservation Lands
- Upland and Coastal Wetlands
- Qualified expert witness in federal court
- Commercial & Retail Properties
- Apartment Buildings
- Subdivisions
- Parcels Under Condemnation
- Partial Interests
- Waterfront Commercial & Residential Properties
- Retention Ponds & Special Purpose Properties
- Gas Stations and Convenience Stores

Consulting Experience

- Des Moines, Iowa. 98/99 fiscal year utility computations.
- Julington Creek Plantation Utility Company, St. Johns County, Florida. Utility valuation.
- Shadowrock Utility, Duval County, Florida. Utility valuation.
- Des Moines, Iowa. FY 94 model revisions & FY 92 ICA true-up calculations.
- Conway, South Carolina. Water & sewer utility financial plan, cost-of-service and rate study.
- North Charleston Sewer District, Charleston, South Carolina. Water utility feasibility study.
- Grand Strand Water & Wastewater Auth., Conway, South Carolina. Cost-of-service and rate study.
- Wichita Water and Wastewater Dept., Kansas. Financial plan, cost-of-service and rate study.
- Myrtle Beach, South Carolina. Cost-of-service and revenue sufficiency study.
- Des Moines, Iowa. Cost-of-service and sewer rate study.
- Spartanburg Water System, Spartanburg, South Carolina. Cost-of-service and rate study.
- Delray Beach, Florida. Cost-of-service and rate study.
- South Broward Utility, Inc., Miami Lakes, Florida. Consultant during rate case before the PSC.
- Peace River/Manasota Regional Water Supply Authority. Utility valuation (GDU, West Coast Division).
- Lincolnton, North Carolina. Water and wastewater rate study.
- Saint Andrews Public Service District of Charleston, South Carolina. Wholesale wastewater user fee study.
- Orange County, Florida. Utility customer service operational review and management audit.
- Commonwealth of Virginia. Procurement and property review for the EPA.
- Orange County, Florida. Solid waste pickup and recycling program rate structure review.
- Seminole County, Florida. Water & wastewater utility customer service procedures study.
- Phoenix, Arizona. Development of a water resources acquisition fee.

Partial List of Clients

Amresco
AmSouth Bank of Florida
NationsBank
Baptist Hospital
Boatmen's First National Bank
City of Jacksonville Beach
Clay County Bank
Crestar Bank
CSX Real Property
Damber Management Ltd.
Fabco Properties, Inc.
First Union National Bank of Jacksonville
Florida Communities Trust
Florida Medical Association
General American Life Insurance Company
United Technologies
Hanover Insurance Company

ICF Kaiser Engineers
Jacksonville Port Authority
JEA
Jacksonville Transportation Authority
Jones Edmunds & Associates, Inc.
Korpacz & Associates, Inc.
National Park Service
Norfolk Southern Corporation
Schmitz Development Co.
SouthTrust Bank
SunTrust Bank
The Nature Conservancy
Tri-Net Corporation Realty Trust, Inc.
US Army Corp of Engineers
US Department of Agriculture, FmHm
Various Attorneys and Private Land Owners
Wells Fargo Bank, N.A.

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: George Forbes
City Manager

DATE: May 10, 2016

SUBJECT: Interlocal Agreement with Duval County Property Appraiser and Duval County Tax Collector for the use of property tax collections to fund exemption audit services

ACTION REQUESTED:

Authorize the Mayor and City Manager to execute an interlocal agreement with the Duval County Property Appraiser, and the Tax Collector for the payment of collection fees for a third party vendor's audit services in identifying properties with improper property tax exemptions.

BACKGROUND:

The Homestead Property Tax Exemption is a valuable benefit for our permanent residents. The benefit, however, is sometimes misused when property owners claim the benefit improperly or fraudulently. Such improper claims shift the burden of property tax payments to other property owners and reduce revenue to the City, county and schools. The current method of detecting possible homestead exemption misuse is inefficient, labor intensive and may permit homestead exemption misuse to go undetected.

The Duval County Property Appraiser would like to make use of new technological developments in software and mass data analysis that have the potential to more effectively identify homestead exemption misuse and fraud. In general, a company performing the analysis identifies current recipients of the homestead exemption, and looks for indications that the same individuals also own residences in other jurisdictions nationwide. The company's staff then investigates and verifies the information found. If verified, the information is given to the Property Appraiser for his staff to validate that the homestead exemption was improper and file liens against parcels receiving undeserved benefits. A portion of the lien proceeds, not to exceed 30%, from these properties are payable to the company conducting the audit analysis.



On March 22, 2016, the City of Jacksonville adopted Ordinance 2016-168-E authorizing the Property Appraiser and the Tax Collector to enter into interlocal agreement with all of the County's taxing authorities. In the agreement, each taxing authority agrees to permit the payment of collection fees resulting from the removal of inappropriate homestead exemptions.

The City of Jacksonville Beach's participation in this program, will require an interlocal agreement with the Property Appraiser and the Tax Collector (see Exhibit 1). The agreement will;

- Allow for up to 30% of the proceeds from lien collections on property within the City's boundaries identified through this process to be paid to the vendor. The process of procuring a vendor to conduct this analysis would be managed by the Property Appraiser and would be subject to Duval County's purchasing policy.
- Require the Tax Collector, on a quarterly basis, to provide an accounting of all tax proceeds collected under the vendor audit.
- Automatically renew on October 1 of each year until the vendor agreement is terminated or expires, which will be no later than April 12, 2021. The City may also cancel this agreement by giving notice in writing at least 90 days before the end of our fiscal year.

The Duval County School Board approved this agreement at its regular board meeting on May 3, 2016.

RECOMMENDATION:

Authorize the Mayor and City Manager to execute an interlocal agreement with the Duval County Property Appraiser and the Tax Collector for the payment of collection fees for audit services to identify undeserved or fraudulent homestead exemptions.



OFFICE OF THE PROPERTY APPRAISER

JERRY HOLLAND
PROPERTY APPRAISER
Office (904) 630-7777
Email: JHolland@coj.net

231 East Forsyth Street
Suite 270
Jacksonville, Florida
32202-3361

February 25, 2016

RE: Investigation of Improper Property Tax Exemptions

Dear Councilmembers:

The Homestead Property Tax Exemption is a valuable benefit for permanent Florida residents. Coupled with the Save Our Homes cap, homeowners can save thousands of dollars in property taxes each year. Due to its money-saving benefits, it is ripe for fraudulent or improper claims. A claim of improper homestead exemption shifts the burden of property tax payments to other property owners, and robs the Cities, Schools and other taxing authorities of needed revenue.

Florida Statute s. 196.011 (9) provides a process for filing liens for back taxes, 50% penalties, and 15% interest per annum for a period up to 10 years on parcels that receive undeserved homestead exemption. The amounts collected are returned to the taxing authorities by the Tax Collector. The Property Appraiser does not receive any portion of the funds collected under this statute.

The current method of detecting possible homestead exemption fraud relies primarily on reports from citizens and returned mail from the post office. The majority of potential fraud cases come in as tips and complaints from the general public. We also rely heavily on our returned, undeliverable mail as that is a red flag that a homestead exemption is no longer valid. There are many cases of homestead fraud that go undetected using these methods.

There are new technological developments in software and database mining that allow companies to run statistical, mass data analysis that we do not have the capabilities to run. This software enables us to uncover potential undeserved homestead exemptions by identifying property owners who receive benefits or have indications of residence in other jurisdictions nationwide.

We desire to contract with a vendor who offers a service that has helped to recover millions in tax dollars for other counties. They use their mass data analysis software to detect possible homestead exemption fraud paired with their highly trained investigative staff to verify information. They then return their findings to us so that we can validate that the homestead was improper and file liens against parcels receiving underserved benefits.

We believe that a more aggressive and comprehensive discovery approach of improper homestead will occur if we utilize a qualified third-party vendor than if we continue to try to discover improper exemptions using our current methods. We also believe that taxing authorities will receive a greater financial gain using this approach despite the fact that a portion of the proceeds will be paid to the vendor (a maximum of 30% of collected liens). If no liens are filed and paid, the vendor will not be paid.

This proposal will require the Property Appraiser and Tax Collector to execute an Interlocal Agreement (Agreement) with each taxing authority in which the taxing authority agrees to have 30% of the proceeds of the lien collections paid to the vendor. A copy of the proposed Agreement, a proposed contract with a vendor, and the authorizing legation are attached.

We respectfully request that you join us in our efforts to reduce the incidence of improper exemptions by executing the attached Agreement. The proposal creates a funding mechanism to allow us to review the validity of all residency-based property tax exemptions and should serve to decrease the number of exemptions that are improperly claimed.

I look forward to meeting with you to discuss the proposal further and answer any questions.

Sincerely,


Jerry Holland
Property Appraiser

EXHIBIT 1

**Interlocal Agreement
for Use of Property Tax Collections to Fund
Exemption Audit Services**

THIS AGREEMENT is made and entered into as of the “Effective Date” defined below, and is by and among the DUVAL COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), DUVAL COUNTY TAX COLLECTOR (“TAX COLLECTOR”), and the CITY OF JACKSONVILLE BEACH, a municipal corporation organized under the laws of the State of Florida (the “CITY”), as one of eight taxing authorities of Duval County (the other Duval County taxing authorities are individually and collectively referred to as “taxing authority”). This agreement shall hereinafter be referred to as the “Interlocal Agreement.”

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax exemptions, including homestead exemption, and the preparing and filing of tax liens for back taxes related to the removal of undeserved exemptions; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes and tax liens, and associated penalties, fees, and interest; and

WHEREAS, the CITY receives local property tax revenue to fund essential public services; and

WHEREAS, the Parties to this Interlocal Agreement recognize that there may be property owners on the Duval County tax roll claiming undeserved and/or fraudulent personal exemptions from ad valorem property tax, such as the homestead exemption (hereinafter collectively referred to as “Personal Exemptions”), which reduces property tax revenue or unfairly shifts the property tax burden to other property owners; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with a duly procured third party vendor (the “Vendor”) for audit services to identify properties with undeserved Personal Exemptions for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the CITY (hereinafter the “Vendor Audit Agreement”); and

WHEREAS, the Vendor shall provide said audit services in exchange for the fee established in the Vendor Audit Agreement, which fee consists of an amount subject to the procurement process but shall in no event exceed twenty-eight percent (28%) of any tax, penalties, and interest collected from tax liens filed by the PROPERTY APPRAISER on parcels identified through a Vendor audit as not being entitled to Personal Exemption(s) (hereinafter, the “Fee”); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the removal of Personal Exemptions as a result of audits performed by the Vendor, it being understood that said Fee: (a) shall not be payable from any current or future taxes that have not yet resulted in a lien; (b) shall not be payable from any tax lien filed by the PROPERTY APPRAISER as a result of the PROPERTY APPRAISER’s discovery of an

undeserved Personal Exemption; and (c) shall not constitute a pledge or general obligation of tax funds or create an obligation on the CITY to appropriate or make monies available for the purpose of this Interlocal Agreement; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and the CITY agree as follows:

TERMS

1. Vendor Audit Agreement. The parties acknowledge and agree that the Vendor Audit Agreement is presently being procured by the PROPERTY APPRAISER and/or TAX COLLECTOR, and shall set forth such terms and conditions associated with that procurement process. Once executed, the Property Appraiser and/or Tax Collector shall deliver a true and correct copy of the Vendor Audit Agreement to the CITY for its records. A draft Vendor Audit Agreement is attached hereto as Exhibit 2 and incorporated herein by this reference; however, the parties understand and agree that during the procurement process, the draft Vendor Audit Agreement may be adjusted to provide for indemnification, insurance, and other legal provisions, and shall provide for the Vendor's Fee in an amount not to exceed twenty-eight percent (28%) of the collected lien resulting from the removal of the undeserved Personal Exemption, and shall provide for the TAX COLLECTOR's administrative fee of two percent (2%) of the collected lien resulting from the removal of the undeserved Personal Exemption. The parties to this Interlocal Agreement agree that in no event shall the fees deducted from the collected Personal Exemption lien payable to the CITY exceed thirty percent (30%) (which is the sum of the TAX COLLECTOR's administrative fee and the maximum potential fee payable to the Vendor), which cap is intended to be commensurate with the cap established in the authorizing legislation in Ordinance 2016-168-E of the City of Jacksonville for that respective taxing authority. Once the Vendor Audit Agreement is procured, executed, and a copy delivered to the CITY, the PROPERTY APPRAISER and TAX COLLECTOR agree that the Vendor Audit Agreement may not be subsequently amended without the prior written approval of the CITY; however, the foregoing condition does not apply to any annual renewals of the Vendor Audit Agreement so long as such renewals are on the same terms and conditions as the original Vendor Audit Agreement and do not extend the expiration date beyond April 12, 2021.

2. Effective Date. This Interlocal Agreement shall become effective on the last date of the following: (a) the date that all other taxing authorities in Duval County (to wit: the City of Jacksonville, City of Jacksonville Beach, City of Neptune Beach, City of Atlantic Beach, St. Johns River Water Management, Duval County School Board, and Florida Inland Navigation District) fully execute and deliver their respective interlocal agreements for this matter; (b) the date of execution and delivery of a duly procured and executed Vendor Audit Agreement; and (c) the complete signature and delivery of this Interlocal Agreement.

3. Authorization of Reduced Collections for Fee Payment:

As noted in section 1 above, the TAX COLLECTOR is also authorized to deduct an additional two percent (2%) of the lien monies resulting from the removal of the undeserved Personal Exemption collected as an administrative fee; the TAX COLLECTOR's administrative fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to lien

EXHIBIT 1

associated with the removal of Personal Exemptions as a result of audits performed by the Vendor, said administrative fee shall not be payable from any current or future taxes that have not yet resulted in a lien, shall not be payable from any tax lien filed by the PROPERTY APPRAISER as a result of the PROPERTY APPRAISER's discovery of an undeserved Personal Exemption, and shall not be a pledge or general obligation of tax funds or create an obligation of the CITY to appropriate or make monies available for the purpose of this Interlocal Agreement. The TAX COLLECTOR shall distribute the remaining tax revenue after deduction of Vendor's Fee and the TAX COLLECTOR'S administrative fee to the CITY according to governing Florida law.

This Interlocal Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on the CITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of the CITY or any taxing authority.

The TAX COLLECTOR agrees, on no less than a quarterly basis, to provide to the CITY an accounting of all tax proceeds collected pursuant to the Vendor Audit Agreement, the Fees paid to Vendor, the administrative fees retained by the TAX COLLECTOR, and the total funds distributed to the CITY and each taxing authority. Within sixty (60) days of the Effective Date of this Interlocal Agreement, the representatives of each party agree to meet to develop the format and content of the quarterly reports, and also agree to meet at least annually (at a time or times to be determined by the parties) to review the results of the Vendor Audit Agreement and this Interlocal Agreement. The TAX COLLECTOR agrees to provide the CITY access to its records for review and audit purposes.

4. Termination: This Interlocal Agreement shall automatically renew at the beginning of the CITY's fiscal year (October 1) until such time as the Vendor Audit Agreement is terminated or otherwise expires (it being understood, however, that the Vendor Audit Agreement natural expiration date shall be no later than April 12, 2021). Upon termination or expiration of the Vendor Audit Agreement, this Interlocal Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Any taxing authority, including the CITY, may opt out of the Interlocal Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of the taxing authority's fiscal year, and such termination shall be effective upon the first day of the following fiscal year of such taxing authority.

The parties acknowledge that, to the extent feasible, Vendor audit services shall not be provided for any parcel in a specific tax CITY if any taxing authority in that tax CITY subsequently withdraws from an agreement or memorandum of understanding for use of property tax collections to fund exemption audit services.

Upon termination of this Interlocal Agreement, Fees for all tax liens collected from audits completed by the Vendor in affected taxing authority CITYs up to the date of the notification of termination shall be payable in accordance with the terms provided by the Vendor Audit Agreement. Because tax liens may not be paid within the term of this Interlocal Agreement, the authorization of reduced collections for Fee payment shall survive the termination of this Interlocal Agreement as follows: the CITY's responsibility for payment of the Fees for tax liens collected

from audits completed by the Vendor pursuant to the Vendor Audit Agreement during the term of this Interlocal Agreement shall terminate upon the earlier of: (a) the collection and payment of all liens resulting from Vendor audits pursuant to the Vendor Audit Agreement, or (b) such time as agreed to between the Vendor, the PROPERTY APPRAISER, and the TAX COLLECTOR; provided, however, in no event shall Vendor be paid for Fees for tax liens that have expired pursuant to section 95.091, Florida Statutes (providing for the expiration of such liens within twenty (20) years from the date the lien was filed).

5. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Interlocal Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Interlocal Agreement with a view toward effecting the purpose of this Interlocal Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this Interlocal Agreement, the Interlocal Agreement will be immediately terminated.

6. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Interlocal Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

7. Liability: The PROPERTY APPRAISER retains sole discretion and authority to grant, deny or remove exemptions, or file liens for undeserved Personal Exemptions in accordance with Florida law. All legal costs involving appeals of the removal of Personal Exemptions resulting from audits shall be the responsibility of the PROPERTY APPRAISER. The CITY has no decision-making authority in relation to exemptions or liens under this Interlocal Agreement and assumes no liability for any claims, damages, losses, or expenses, direct, indirect or consequential, arising out of or resulting from the actions of Vendor, the PROPERTY APPRAISER, or the TAX COLLECTOR under this Interlocal Agreement or the Vendor Audit Agreement other than the payment of Vendor's Fees and the TAX COLLECTOR'S administrative fee, as aforesaid.

8. Notice: Any notice required to be given under this Interlocal Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Interlocal Agreement.

9. Applicable Law: The terms and conditions of this Interlocal Agreement shall be governed by the laws of the State of Florida.

10. No Third Party Beneficiaries: This Interlocal Agreement is for the sole benefit of the parties hereto, and in no event shall this Interlocal Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Interlocal Agreement other than the Fees owed the Vendor pursuant to the Vendor Audit Agreement.

EXHIBIT 1

11. Sovereign Immunity. Except as otherwise provided by Florida Law, neither the execution of this Interlocal Agreement by the parties, nor any other conduct, action or inaction of any of the parties relating to the Interlocal Agreement is a waiver of their respective sovereign immunity.

12. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Interlocal Agreement.

13. Conflicts. In the event of any conflict between this Interlocal Agreement and the Vendor Audit Agreement, as among the TAX COLLECTOR, the PROPERTY APPRAISER, and the CITY, the terms of this Interlocal Agreement shall control notwithstanding any provisions to the contrary in the Vendor Audit Agreement.

14. Execution: The parties agree that this Interlocal Agreement may be signed in counterparts and facsimile signature; the counterparts and facsimiles of which, when taken together, shall comprise an entire and original Interlocal Agreement.

[Signatures continued on next page]

*[Signature page to Interlocal Agreement
for Use of Property Tax Collections to Fund
Exemption Audit Services]*

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

DATE: _____
JERRY HOLLAND
As PROPERTY APPRAISER
231 E. FORSYTH ST. SUITE 270
JACKSONVILLE, FL 32202
904-630-2014
jholland@coj.net

APPROVED AS TO LEGAL FORM

For the Property Appraiser:
Signature: _____
Office of General Counsel

TAX COLLECTOR:

DATE: _____
MICHAEL CORRIGAN
As TAX COLLECTOR
231 E. FORSYTH ST. SUITE 200
JACKSONVILLE, FL 32202
904-630-2087
mcorrigan@coj.net

APPROVED AS TO LEGAL FORM

For the Tax Collector:
Signature: _____
Office of General Counsel

[Signatures continued on next page]

EXHIBIT 1

*[Continued signature page to Interlocal Agreement
for Use of Property Tax Collections to Fund
Exemption Audit Services]*

TAXING AUTHORITY

CITY OF JACKSONVILLE BEACH, a municipal corporation under the laws of the State of Florida

By: _____
William C. Latham as Mayor

By: _____
George D. Forbes as City Manager

Attested by:

Laurie D. Scott, City Clerk as Corporation Secretary

11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250
(904)247-6250
lscott@jaxbchfl.net

DATE: _____

APPROVED AS TO LEGAL FORM

For the City of Jacksonville Beach:

Signature: _____
Susan S. Erdelyi

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George Forbes, City Manager
FROM: Jason Phitides, Property & Procurement Officer
DATE: May 11, 2016
SUBJECT: Lease for Golf Course Concession

ACTION REQUESTED

Approve a Commercial Lease Agreement with Four Brothers of Jacksonville Inc., for the restaurant at the Jacksonville Beach Golf Course.

BACKGROUND

On May 31, 2016 the current lease agreement with the Tenant operating the restaurant at the Golf Course will end.

In addition to advertising the available club house space at the Golf Course, staff contacted several local restaurants to further promote the business opportunity. Six (6) vendors responded with interest and three (3) submitted proposals to lease the restaurant space.

Interested parties were evaluated based on industry experience, proposed marketing strategies as well as menu items and menu pricing.

Two vendors were invited to offer oral presentations to an evaluation committee consisting of the Chief Financial Officer, Parks and Recreation Director, Golf Professional and Property & Procurement Officer. Four Brothers of Jacksonville Inc., was the unanimous choice. They are a second generation family-owned business with over fifty (50) years in the restaurant industry and currently own six (6) restaurants in Jacksonville. Their business philosophy of exceptional food quality, customer service and cleanliness were persuasive factors in the committee's ultimate decision.

Plans to enhance and expand the current business further underscored their ranking. They expect to develop the business by applying their trusted core



business values and consistent variation in special menu items, together with unique marketing strategies such as periodic outdoor Bar-B-Ques to attract golfers from the driving range as well as families and teams from the surrounding sports fields. Sponsored golf tournaments that would draw their downtown customer base to the beach was another promotional plan.

Key provisions of this lease are as follows:

- The initial lease is for a period of three (3) years, with two (2) options to renew for three (3) years each. Total lease period is nine (9) years. Any extension beyond nine (9) years is at the sole discretion of the City Council.
- The initial lease rate will be \$3,000.00 per month based on \$19.43 per square foot for 1,853 square feet of club house space. In addition, the Lessee will lease two golf carts for outdoor beverage sales. The carts will be leased for \$225.00 each per month.
- In order to transition the business for set-up and cleaning etc., the Lessee will be afforded staggered lease payments over the first four (4) months. No rent will be due in the first month (June 2016). In the second month, the lease payment will be \$1,500. In the third month, the lease payment will be \$2,000 and in the fourth month, the lease payment will be \$2,500. Full payment will be due in the fifth and consecutive months.
- The staggered start-up payments do not include the beverage carts, which will be in operation from the first day of the lease.
- The Lessee may terminate the lease during the first twelve (12) months after providing ninety (90) days notice.
- The lease rate will increase by 4% each year. The Lessee is also responsible for ad valorem taxes.
- The City owns the appropriate license necessary for the Lessee to sell alcoholic beverages according to the terms of this agreement, to restaurant patrons.
- All persons handling food must have the appropriate permits and the Lessee must strictly comply with all State, County and City health, fire and safety regulations.
- The Lessee agrees to operate and manage the restaurant / lounge services and facilities in a first-class manner, comparable to other first-class golf courses in the area as to food, service and condition of facilities.

- The Lessee shall maintain liability insurance and co-insure the City of Jacksonville Beach.

RECOMMENDATION

Authorize the City Manager and Mayor to execute a lease with Four Brothers of Jacksonville Inc., for the restaurant operation at the Jacksonville Beach Golf Course, as described in the memorandum from the Property & Procurement Officer dated May 11th 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 17th day of May, 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 **FOUR BROTHERS OF JACKSONVILLE INC.,** whose mailing address is **8916 Brierwood Road, Jacksonville, FL 32257** ("TENANT").

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

1. LEASED PROPERTY.

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

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

2. TERM.

(a) Initial Term: The initial term of this Lease shall be three (3) years, commencing on June 1st 2016 and terminating on May 31st 2019. The lease is renewable for two (2) consecutive options of three (3) years each for a total lease term of nine (9) years. Any extension thereafter is at the sole discretion of the City Council. The TENANT shall deliver written notice to the



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

3. RENT; RENT ADJUSTMENT.

(a) Subject to the adjustment, escalation, and other provisions of this Lease and Attachment B of this Lease, TENANT shall pay to CITY, in lawful money of the United States, a total rent, during the first year of this Lease, of \$ 35,400.00 based on the following payment schedule:

		Restaurant	Carts	Total
Month 1	Jun-16	\$ -	\$ 450	\$ 450
Month 2	Jul-16	\$ 1,500	\$ 450	\$ 1,450
Month 3	Aug-16	\$ 2,000	\$ 450	\$ 1,950
Month 4	Sep-16	\$ 2,500	\$ 450	\$ 2,450
Month 5	Oct-16	\$ 3,000	\$ 450	\$ 2,950
Month 6	Nov-16	\$ 3,000	\$ 450	\$ 3,450
Month 7	Dec-16	\$ 3,000	\$ 450	\$ 3,450
Month 8	Jan-17	\$ 3,000	\$ 450	\$ 3,450
Month 9	Feb-17	\$ 3,000	\$ 450	\$ 3,450
Month 10	Mar-17	\$ 3,000	\$ 450	\$ 3,450
Month 11	Apr-17	\$ 3,000	\$ 450	\$ 3,450
Month 12	May-17	\$ 3,000	\$ 450	\$ 3,450

Totals	\$ 30,000	\$ 5,400	\$ 35,400
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plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The monthly rent for the club house restaurant in the initial term shall be \$3,000.00 plus any such taxes, fees, or assessments billed for that month. This rental rate is based on 1,853 square feet of building space at

a beginning rate of \$19.43 per square foot per year. In addition, TENANT shall pay a monthly rate of \$450.00 for the lease of two (2) golf carts (at \$225.00 each per month). Total monthly rent in the initial term to include the club house restaurant and two (2) golf carts shall be \$3,450.00. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing or \$50.00, whichever is greater.

No rent shall be due for the club house restaurant in the first month of the initial lease term. In the second month of the initial term, the rent for the club house restaurant shall be One Thousand Five Hundred Dollars (\$1,500.00). In the third month of the initial term, the rent for the club house restaurant shall be Two Thousand Dollars (\$2,00.00). In the fourth month of the initial term, the rent for the club house restaurant shall be Two Thousand Five Hundred Dollars (\$2,500.00). Rent for the club house restaurant in the fifth month and all consecutive months in the initial term shall be Three Thousand Dollars (\$3,000.00). Rent for the two (2) golf carts shall be Four Hundred and Fifty Dollars (\$450.00) in the first month and all consecutive months in the initial term of the lease.

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

(c) At the expiration of this Lease, ownership interest in all structures and improvements (fixtures) made by TENANT shall vest to the CITY. These fixtures shall consist of 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 the Golf Course Restaurant set forth in Attachment B to this Lease and entitled "Standard Lease Provisions for the Golf Course Restaurant," are incorporated into and made a part of this Lease.

5. SPECIAL PROVISIONS.

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

- a) The CITY grants to TENANT and TENANT accepts from the CITY an exclusive permit to operate at the Jacksonville Beach Golf Course during the hours and terms as authorized by the CITY, the food and beverage services as they are hereinafter described.
- b) TENANT agrees to keep all accounts owed to the CITY on a current basis.
- c) TENANT agrees to maintain and operate all services provided for in this permit in a manner satisfactory to the CITY and adhering to all applicable ordinances, codes, rules, regulations, and laws of the Federal, State and local government. Failure to comply with any of these Federal, State, and local government guidelines within forty-eight (48) hours, after TENANT receives written notice from the CITY of failure to conform, shall result in immediate termination of this contract. If TENANT is convicted of any criminal activity, this may result in immediate termination of contract.

d) CONCESSIONS:

Concessions for which this lease is granted are as follows:

i. **Lounge and Restaurant:**

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

ii. **Beverage License:**

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

e) 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 Golf Course Restaurant set forth in Attachment B to this Lease.

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

the CITY.

g) EQUIPMENT and FACILITIES:

The TENANT shall furnish all linen, cutlery, glassware, tableware, dishes, paper goods, kitchen utensils, silverware, and kitchen pots and pans as well as all similar equipment necessary for proper food services purposes at the facilities covered by this permit. The sole exception to the above equipment to be furnished by the TENANT is the list of the equipment the CITY attached hereto, marked Attachment "C" and by reference made a part hereof.

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

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

TENANT may use all of the equipment listed on Attachment "C" and shall properly maintain and repair the said equipment and when required by the CITY. At the termination of the agreement, the TENANT shall return to the CITY all of the equipment listed on Attachment "C" in good and operable condition.

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

h) DESIGNATION OF MANAGER:

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

i) PERMITS AND LICENSES:

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

for consumption on the premises only).

j) HEALTH, FIRE and SAFETY REGULATIONS:

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

k) DESTRUCTION OR DAMAGE TO PROPERTY:

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

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

l) DAYS AND HOURS OF OPERATION:

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

m) QUALITY OF GOODS AND SERVICES:

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

TENANT agrees that the quality of all goods sold and all services rendered by TENANT shall be subject to the approval of the CITY. TENANT, following receipt of written notification thereof, shall immediately withdraw or remove from sale any goods or services which may be found objectionable to the CITY.

TENANT further agrees that, if requested by the CITY, all non-management personnel of TENANT shall, while on duty, wear a uniform, badge or other identifying insignia by which they may be known as an employee or representative of TENANT.

o) MANAGEMENT:

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

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

p) CONFLICT OF INTEREST:

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

q) ANTI-DISCRIMINATION:

The TENANT shall not discriminate against any employee or applicant for employment in the performance by this permit with respect to hire, tenure, term, conditions, or privileges or employment or any matter directly or indirectly related to employment, because of sex, race, color, religion,

national origin, or ancestry. The TENANT understands and agrees that the Jacksonville Beach Golf Course is primarily for the use of the public and the public's rights to such use shall not be infringed upon by any activity of the TENANT. The activities of the TENANT shall be such as to render service to the public in dignified manner; no pressure, coercion, or persuasion shall be done by the TENANT.

r) GREASE:

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

s) ASSIGNMENT:

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

t) USE/BUY OUT:

TENANT may only use the leased premises for a restaurant/lounge at the golf course. Should the CITY enter into a contract to sell the leased premises to a third party, the CITY agrees to give TENANT notice of the buyer and provide contact information so TENANT may contact them to negotiate the sale of its business.

6. INTEGRATION; AMENDMENTS.

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

(b) No provision of this written Lease or Attachments "A", "B" and "C" 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 _____.

ATTEST:

TENANT:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: _____ Title: _____

[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:

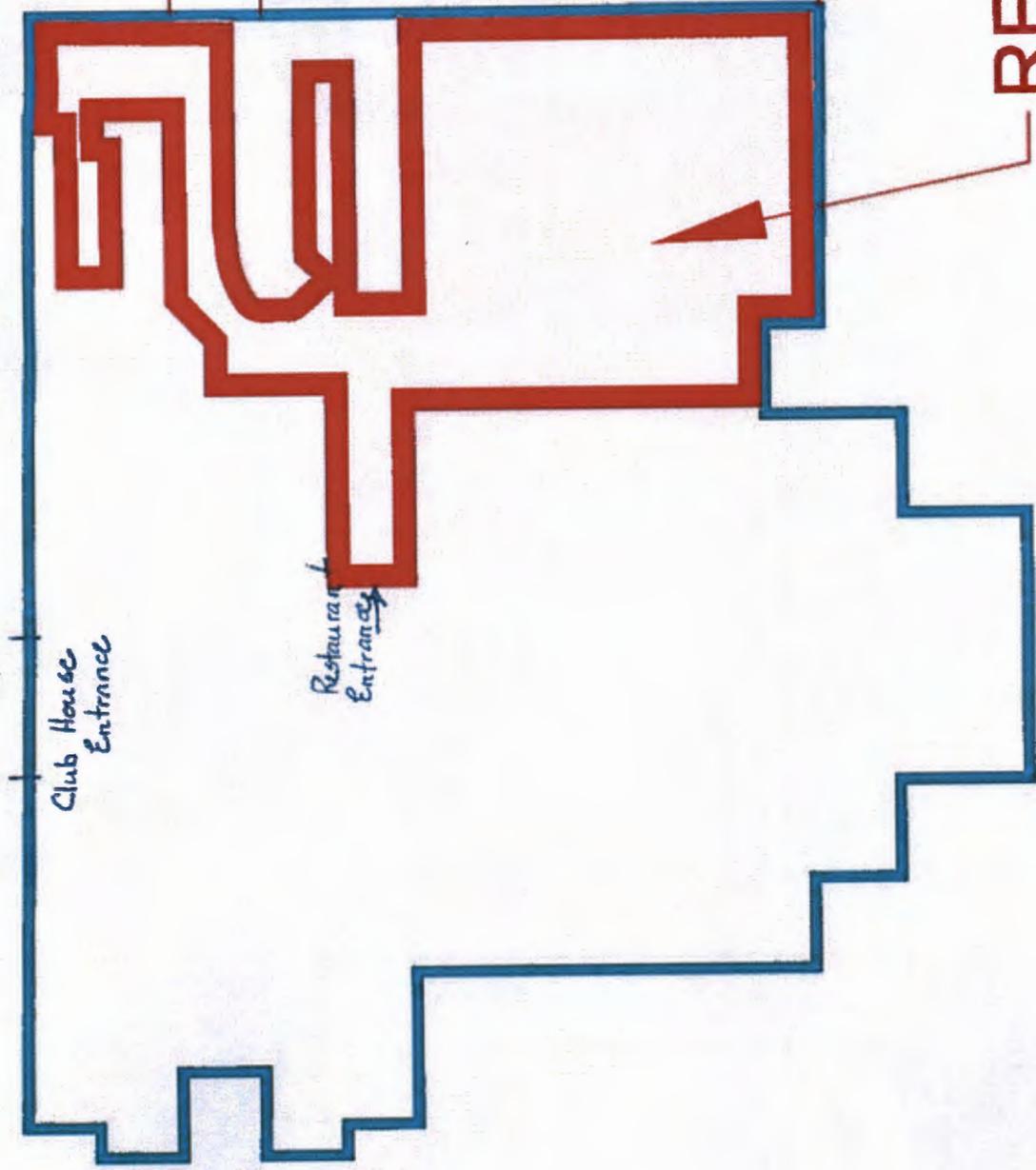
Attachment "A" to Commercial Lease Agreement.
Jacksonville Beach Golf Course

WALK-IN COOLER

FREEZER

OUTSIDE
PATIO

RESTAURANT



GOLF CLUBHOUSE



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 THE GOLF COURSE RESTUARANT



ATTACHMENT B

STANDARD LEASE PROVISIONS FOR GOLF COURSE RESTAURANT

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ATTACHMENT B

STANDARD LEASE PROVISIONS FOR GOLF COURSE RESTAURANT

1. RENTAL ADJUSTMENT:

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

2. ASSIGNMENT:

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

3. ALTERATIONS:

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

4. CITY'S LIABILITY LIMITATION:

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

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

beyond the control of the CITY.

5. INDEMNIFICATION:

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

6. INSURANCE:

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

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

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

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

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

7. USE OF LEASED PREMISES; RESTRICTIONS ON USE:

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

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

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

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

8. CONSTRUCTION OF IMPROVEMENTS:

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

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

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

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

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

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

9. RESPONSIBILITY FOR AND MAINTENANCE OF LEASED PREMISES:

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

fails to maintain the proper repairs, replacements, or cleanliness, the CITY shall give notice in writing of any violations. The TENANT shall then have twenty-four (24) hours, after notification by the CITY within which to correct violations.

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

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

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

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

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

10. REMEDIES:

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

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

(b) Abandonment of Premises or Delinquency in Rent. If the TENANT abandons or vacates the Leased Premises before the end of the Lease term, or if the TENANT is in arrears in rent payments, the CITY may cancel this Lease. On cancellation, the CITY is entitled to enter the Leased Premises as the TENANT's agent, whether by force or other means, to re-lease the Leased Premises. The CITY will incur

no liability for the entry. As the TENANT's agent, the CITY may re-lease the Leased Premises with or without any furniture or personal property that may be in it, and the 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. This paragraph shall not apply to properly permitted storage, if any, allowed under the terms of this Lease.

(f) The TENANT shall store, utilize and dispose of all industrial, domestic,

hazardous, and solid wastes permitted under the terms of this Lease in accordance with applicable federal, state, and local laws, rules, and regulations.

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

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

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

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

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.

ATTACHMENT C

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

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



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: Heather Ireland, Senior Planner 

Re: Ordinance No. 2016-8073, amending the Land Development Code by adding "craft distillery" to the list of conditional uses in the City's *Industrial: I-1* zoning districts.

Date: May 5, 2016

ACTION REQUESTED:

Adopt Ordinance No. 2016-8073, amending Land Development Code Article VII, Division 2, Section 34-346, Paragraph (d) to add "craft distillery" to the list of conditional uses in *Industrial: I-1* zoning districts. (Applicant – Sean Espenship, *Jacksontucky Distillery, Inc.*)

BACKGROUND:

Staff was contacted by the applicant to discuss his idea of starting a proposed craft distillery at a location in one of the City's *Industrial: I-1* zoning districts. The applicant was informed by staff that a "craft distillery" was not an existing listed permitted or conditional use in *I-1* zoning districts, and that the Land Development Code (LDC) would have to be amended to make a craft distillery a permitted conditional use in that district.

A "craft distillery" is defined by Florida Statute as a licensed distillery that produces 75,000 or fewer gallons of distilled spirits per calendar year on its premises. The applicant has secured a location on Shetter Avenue in an *Industrial: I-1* zoning district for this purpose and would proceed with a Conditional Use Application for a craft distillery, should this text amendment be approved by the City Council. The applicant has stated in the application that there will be no tasting room on premises. The operations at the facility would consist of the distillation and wholesale distribution of product, the latter of which



is already a permitted use in *I-1* zoning districts. (Ref. LDC Section 34-346(b)(11)).

Currently, permitted manufacturing establishments in the *I-1* zoning districts include bakery products, apparel, wood cabinets, newspaper printing and publishing, commercial printing, luggage, computer, and office equipment, jewelry, and sign and specialty advertising. Allowing craft distillery establishments in *I-1* zoning districts as a conditional use, rather than as a permitted use, would give the Planning Commission the opportunity to review and control each individual site requested. Staff feels that this use would be generally compatible with the range of the other permitted and conditional uses in the *I-1* zoning districts, especially with no customer alcohol consumption on the premises.

The Planning Commission conducted a required public hearing on this proposed amendment on Monday, May 9, 2016 and recommended its approval by City Council.

RECOMMENDATION:

Adopt Ordinance No. 2016-8073, amending the Land Development Code to add "craft distillery" as a listed conditional use in *Industrial: I-1* zoning districts.

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

ORDINANCE NO. 2016-8073

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-346. INDUSTRIAL: I-1, PARAGRAPH (d) *CONDITIONAL USES* TO ADD "CRAFT DISTILLERY" AS SUBPARAGRAPH (11); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES:

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

SECTION 1. That Division 2, Section 34-346. Industrial: I-1, Paragraph (d) *Conditional uses* of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida, is hereby amended by adding new subparagraph, Subparagraph (11), which shall henceforth read as follows:

Sec 34-346 Industrial: I-1

- (d) *Conditional uses*
- (11) Craft Distillery

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

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

AUTHENTICATED THIS ___th DAY OF _____, A.D., 2016.

William C. Latham, Mayor

Laurie Scott, City Clerk

I-1 ZONING

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

(a) *Purpose.* The industrial (I-1) zoning district is intended to implement the industrial land use district in the comprehensive plan. It is intended to apply to areas appropriate for general industrial uses which are not objectionable to surrounding land uses with regard to smoke, odor, fumes, and noise.

(b) *Permitted uses.* The following uses are permitted as of right in the I-1 zoning district.

- (1) Ornamental floraculture and nursery.
- (2) Veterinary services for animal specialties and kennels; provided animals are housed in enclosed, soundproofed buildings.
- (3) Lawn, garden and tree services.
- (4) Building contractors and subcontractors.
- (5) Manufacturing establishments producing the following products: Bakery products, apparel, wood cabinets, newspaper printing and publishing, commercial printing, luggage, computer and office equipment, jewelry, and sign and specialty advertising.
- (6) Manufacturer's display rooms.
- (7) Boat building and repairing.
- (8) General warehousing and storage.
- (9) Trucking and courier services.
- (10) Communications and utility services.
- (11) Wholesale trade establishments as follows: Motor vehicle supplies and parts, new; lumber and construction materials and other durable goods, except scrap and waste materials; paper and paper products, drugs, drug propieties and druggists' sundries, apparel, piece goods and notions; beer, wine and distilled alcoholic beverages; and flowers, nursery stock and florist's supplies.
- (12) Financial institutions, insurance and real estate offices.
- (13) Business service establishments as follows: Advertising, business and consumer credit reporting and collections; mailing, reproduction, commercial art, photography, and stenography; building services; computer programming, data processing and other computer services, personnel supply, and recording studio. For recording studios, no noise from activities within the studio may be audible from off of the property containing the studio.
- (14) Automotive repair shops, service stations, and carwashes.
- (15) Electrical repair; watch, clock and jewelry repair; reupholstery and furniture repair; and miscellaneous repair shops and related services.
- (16) Business and professional offices as follows: Landscape architects; doctors, dentists, and miscellaneous health offices and clinics; and engineering, architecture, accounting, research, management and related services.
- (17) Government use.
- (18) Essential public services.
- (19) Recreational services.

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

-
- (1) Any use customarily accessory to the permitted and conditional uses in the I-1 zoning district.
- (d) *Conditional uses.* The following uses are permitted as conditional uses in the I-1 zoning district, subject to the standards and procedures established in section 34-221 et seq.
- (1) Cemeteries.
 - (2) Used motor vehicle parts, wholesale.
 - (3) Processing and wholesale trade of scrap and waste materials, including junkyards, subject to section 34-445(d).
 - (4) Petroleum bulk stations and terminals, wholesale.
 - (5) Restaurants, except drive-ins.
 - (6) Convenience stores.
 - (7) Hotels and motels.
 - (8) Wholesale trade--nondurable goods, excluding farm products, chemical and allied products, and petroleum products.
 - (9) Educational services.
 - (10) Outdoor restaurants.
- (e) *Dimensional standards.* The following dimensional standards shall apply to all permitted, conditional, and accessory uses in the I-1 zoning district.
- (1) *Minimum lot area:* None
 - (2) *Minimum lot width:* None.
 - (3) *Minimum yards:*
 - a. *Front yard:* Ten (10) feet.
 - b. *Side yard:* Five (5) feet, except for a corner lot. On a corner lot, the side yard facing the corner shall be ten (10) feet.
 - c. *Rear yard:* None.
 - (4) *Floor area:* None.
 - (5) *Maximum lot coverage:* Eighty-five (85) percent.
 - (6) *Height:* Thirty-five (35) feet.
- (f) *Off-street parking and loading.* The off-street parking and loading standards for the I-1 zoning district are found in Article VIII, Division 1.
- (g) *Supplemental standards.* The supplemental standards for the I-1 zoning district are found in Article VIII, Division 2.
- (h) *Landscape standards.* The landscape standards for the I-1 zoning district are found in Article VIII, Division 3.
- (i) *Sign standards.* The sign standards for the I-1 zoning district are found in Article VIII, Division 4.
- (j) *Environmental standards.* The environmental standards for the I-1 zoning district are found in Article VIII, Division 5.

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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: May 5, 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):

- 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 City Council conducted a required public hearing on this PUD rezoning application on May 2, 2016. Following discussion of the ordinance by the Council and the applicant's consultants, the applicant agreed to amend to his application's narrative description to state that the existing pylon sign (pole

mounted ground sign) on the subject property would be treated as a legal nonconforming sign with respect to our Land Development Code sign regulations.

Section 2., Paragraph D of the attached ordinance and the narrative description contained in Exhibit A to the ordinance (the applicant's PUD rezoning application) have both been revised to reflect the mutually agreed upon language relative to the existing Pylon sign on the subject property from the May 2, 2016 City Council meeting. In both documents, the amended language is shown in the strike through deletion/underline addition format.

RECOMMENDATION:

1. Adopt Ordinance No. 2016-8072 on its second reading, 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.
2. Approve the Findings of Fact for Ordinance No. 2016-8072 dated May 5, 2016.

FINDINGS OF FACT - ORD. NO. 2016-8072

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

Pursuant to Article VI, Section 34-211(c) of the Land Development Code of the Jacksonville Beach Code of Ordinances, the City Council shall consider the adoption of an ordinance enacting an amendment to the Zoning Atlas or Code based on only one (1) or more of the following factors, provided however, that in no event shall an amendment be approved which will result in an adverse community change in which the proposed development is located.

- (1) Whether the proposed amendment is consistent with the comprehensive plan;
- (2) Whether the proposed amendment is in conflict with any portion of the LDC;
- (3) Whether and the extent to which the proposed amendment is consistent with existing and proposed land uses;
- (4) Whether and the extent to which there are any changed conditions that require an amendment;
- (5) Whether and the extent to which the proposed amendment would result in demands on public facilities, and whether and the extent to which the proposed amendment would exceed the level of service standards established for public facilities in the comprehensive plan;
- (6) Whether, and the extent to which, zoning district boundaries are not properly drawn on the official zoning atlas;
- (7) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the coastal environment;
- (8) Whether and the extent to which the proposed amendment would adversely affect the property values in the area;
- (9) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;

- (10) Whether it is impossible to find other lands in the city for the proposed use in a zoning district that permits such use as of right.

Based on a review of the rezoning application, staff analysis of the information submitted, and public hearings on the application conducted on April 11th, 2016, May 2nd, 2016 and May 16th, 2016, the City Council has found that the applicant has fulfilled his burden to show that the proposed PUD rezoning should be approved as follows:

1. The project is generally consistent with the 2030 Comprehensive Plan, and specifically with Future Land Use Element Policies LU.1.2.1, LU.1.2.3, LU.1.2.6, LU.1.4.15, LU.1.5.6, and LU.1.6.3.
2. The proposed density for the residential component of the subject property is consistent with Comprehensive Plan and Land Development Code land development density standards.
3. The range of proposed commercial and warehouse/storage uses for the project is consistent with those of the underlying C-2 and I-1 zoning designations of the subject property.
4. There are adequate public facility capacities available to serve the existing and proposed uses of the subject property.
5. The existing and proposed uses of the property by the applicant are generally consistent with surrounding development and will not negatively impact adjacent property values.
6. Open space provision within the subject property is consistent with the minimum Land Development Code standards for PUD zoning districts.
7. There was no factual testimony presented at the Planning Commission public hearing or the City Council public hearing to dispute the presentments of the applicant or staff.
8. There are no other properties developed in waterfront marina use within the city on which the applicant could achieve his proposed development.

Introduced by: Council Member Jeanell Wilson

1st Reading: May 2, 2016

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 SECONDS 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~~ May 4, 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 Land Development Code 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.~~ 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 Land Development Code 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: _____

REQUESTED INFORMATION

	Attached?	
	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

~~May 4~~ April 29, 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 two-sided pylon sign that is centrally located at the southern entrance will continue as a legally nonconforming sign under Article VIII, Division 4. Sign Standards. ~~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:

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

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

Br: 7984
Pg: 1745 - 1754
Doc# 94193920
Filed & Recorded
11/29/94
03:10:06 P.M.
HENRY M. COOK
CLERK CIRCUIT COURT
DUVAL 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. Sefton, Foley & Lardner
200 North Laura Street
Jacksonville, Florida 32202-3520
F&L 65388.115

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PC#11-16

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Book 7984 Pg 1746

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:

[Signature]

[Signature]
RONALD D. TAYLOR, SR.

CHARLES C. APPELBY
[Print or Type Name]

[Signature]
CHARLES C. APPELBY
VINCENT D. DIXON
[Print or Type Name]

[Signature]
SHIRLEY ANN TAYLOR

[Signature]

JACKSONVILLE BEACH MARINE, INC., a Florida corporation

VINCENT D. DIXON
[Print or Type Name]

By: [Signature]
Ronald D. Taylor
its president

[Signature]

CHARLES C. APPELBY
[Print or Type Name]

{Corp. Seal}

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 20 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:

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Pg
Book 7984

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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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 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 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.

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PARCEL "O"

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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EXHIBIT "B"

(All recording references are to current public records, Duval County, FL)

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- 1. Taxes subsequent to the date of this conveyance.
- 2. Easement in Deed Book 874, page 465
- 3. Restrictions contained in Deed Book 1728, p. 532.
- 4. Restrictive covenants, conditions easements and reservations in Deed Book 1067, p. 191.
- 5. Lease between Jacksonville Beach Marine and Crustacean's Inc. recorded at O.R. Vol 5231, p. 1182, as ratified in O.R. Vol 5532, p. 1524, and modified by Final Judgment in O.R. Vol. 6010, p. 950

The effect, if any, of the following items 6 and 7, although Grantor and Grantee believe the same have been extinguished by merger of title:

- 6. Agreement recorded in Official Records Volume 2506, page 707.
- 7. Restrictive covenants, conditions, easements and reservations in O.R. Vol. 1060, p. 276

The effect, if any, of the following to the extent that it has not been eliminated by merger of title:

- 8. Reservation and Easement in Deed Book 1353, p. 131

The foregoing exceptions are made only to limit the scope of the grantors' warranties and in no way shall be deemed to reimpose any of the foregoing covenants, easement, reservations or restrictions.

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TAX PARCEL NUMBERS

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- 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

Tile #
 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
14218-00797	9/27/2007	\$100.00	MS - Miscellaneous	Unqualified	Improved
14165-02423	8/18/2007	\$100.00	QC - Quit Claim	Unqualified	Improved
13479-00009	8/21/2006	\$100.00	QC - Quit Claim	Unqualified	Improved
07984-01745	11/23/1994	\$1,660,000.00	WD - Warranty Deed	Unqualified	Improved
07984-01735	5/3/1994	\$100.00	QC - Quit Claim	Unqualified	Vacant
07984-01732	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	MZWG6	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 Metl	5	96	30	2,880.00	\$14,342.00

Land & Legal

Land

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

Legal

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

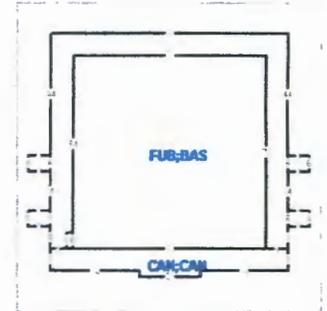
Building 1 Site Address
2315 BEACH BLVD Unit
Jacksonville Beach FL 32250

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	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 Asph/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
Ceiling 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

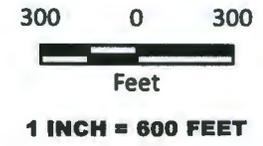
2015 TRIM Property Record Card (PRC)



Legend

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

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



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 00000880 FL LB 0008818 FL LC 2800202

Beach Marine
Tax Parcel and Ownership Map
 2011 LABINS AERIAL IMAGERY
 HILLSBOROUGH COUNTY, FL

PLANNING & DEVELOPMENT



Legend

 Subject Property

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

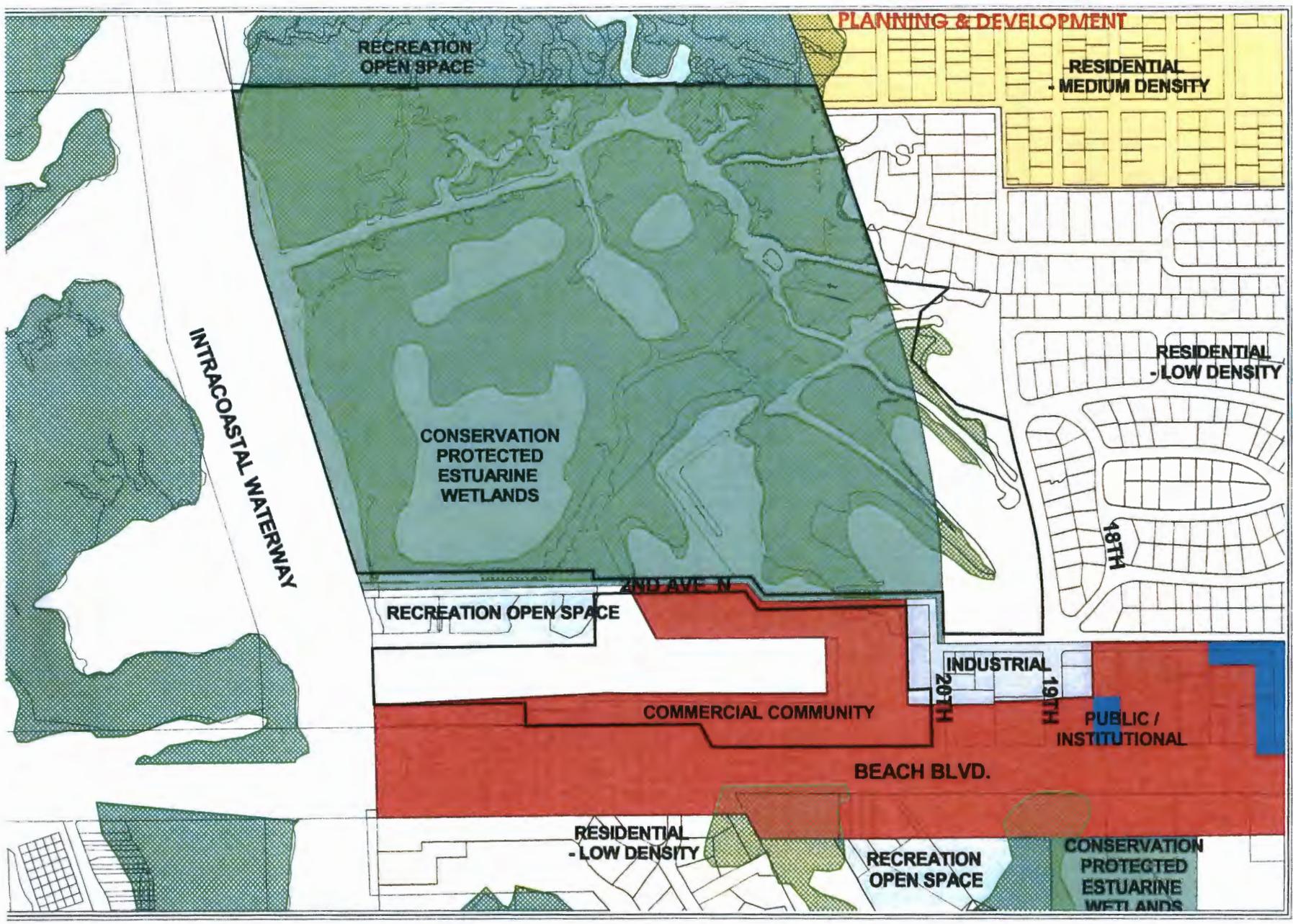
Beach Marine Vicinity Map
BASEMAP: ESRI
WORLD STREET MAP

FL CA 30009640 FL LB 0005816 FL LC 26000202
The information contained in this map is intended to be used as a reference only and should not be considered to be of survey precision.

pc#11-16
MAR - 2 2016

Future Land Use

ATTACHMENT D



LEGEND:

- Subject Property
- Permits
- Wetlands
- Future Land Use
- COMMERCIAL COMMUNITY
- CONSERVATION PROTECTED ESTUARINE W
- INDUSTRIAL
- PUBLIC / INSTITUTIONAL
- RECREATION OPEN SPACE
- RESIDENTIAL - LOW DENSITY
- RESIDENTIAL - MEDIUM DENSITY

N

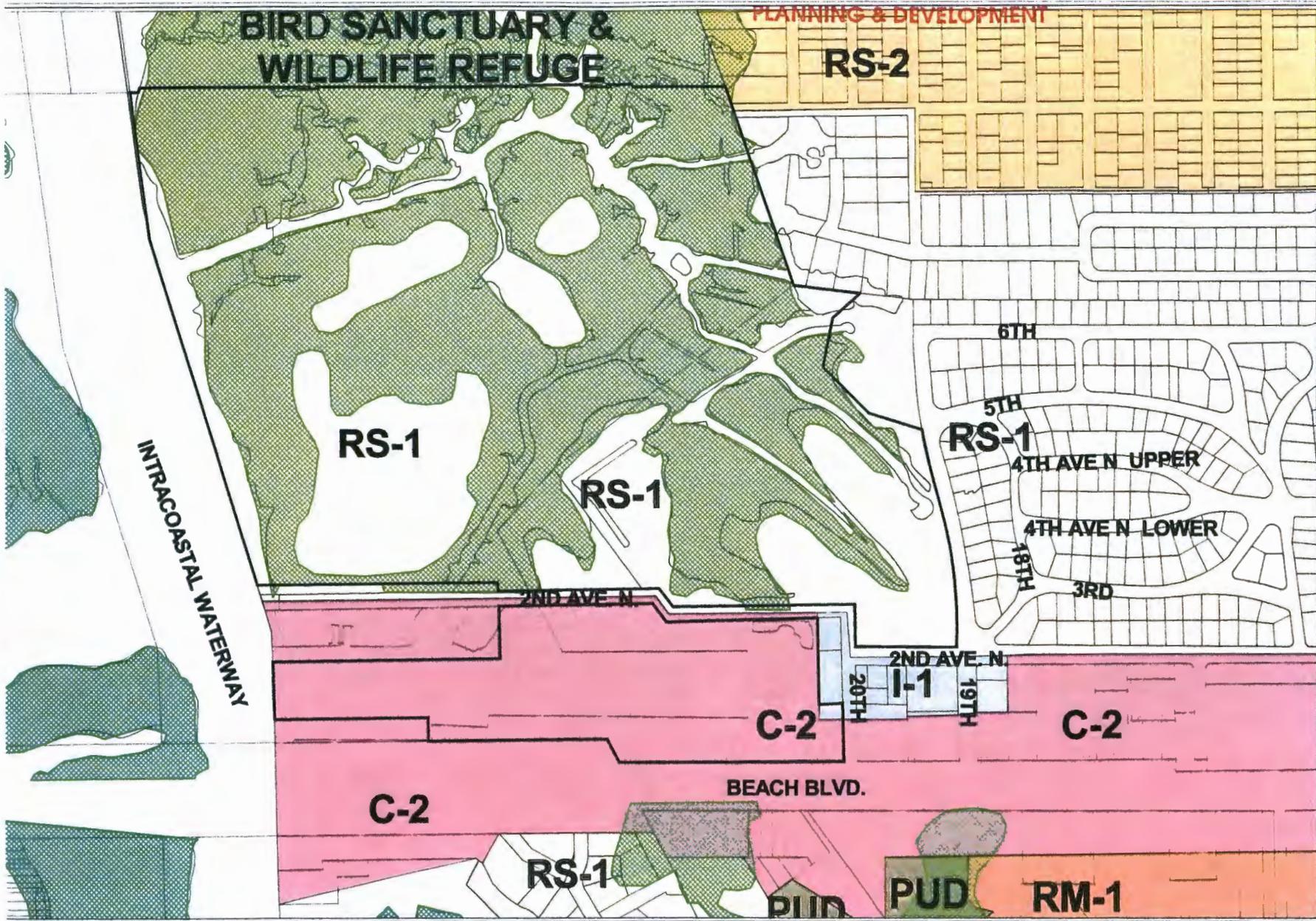
DATE: 12/13/05

0 200 400 Feet

GENESIS GROUP
Business & Land Use Services • Planning & Design • 100
10000 Lakeshore

PROJECT MANAGER: [Name]

Exhibit A



Zoning ATTACHMENT E

- LEGEND:**
- Subject Property
 - Wetlands
 - Parcels
 - Zoning**
 - C-2- Commercial
 - I-1- Industrial
 - PUD- Planned Unit Develo
 - RM-1- Residential Multi-Fa
 - RS-1- Residential Single Fi
 - RS-2- Residential Single Fi

N
DATE: 12/13/05



GENESIS GROUP
PROJECT/JANISSE-0511010 GENMASTERAPP

ATTACHMENT F

UPLANDS

UPLANDS

CREEK
APPROXIMATE ELEVATION 227
APPROXIMATE ELEVATION 227 (CONTINUED)

177397 0010

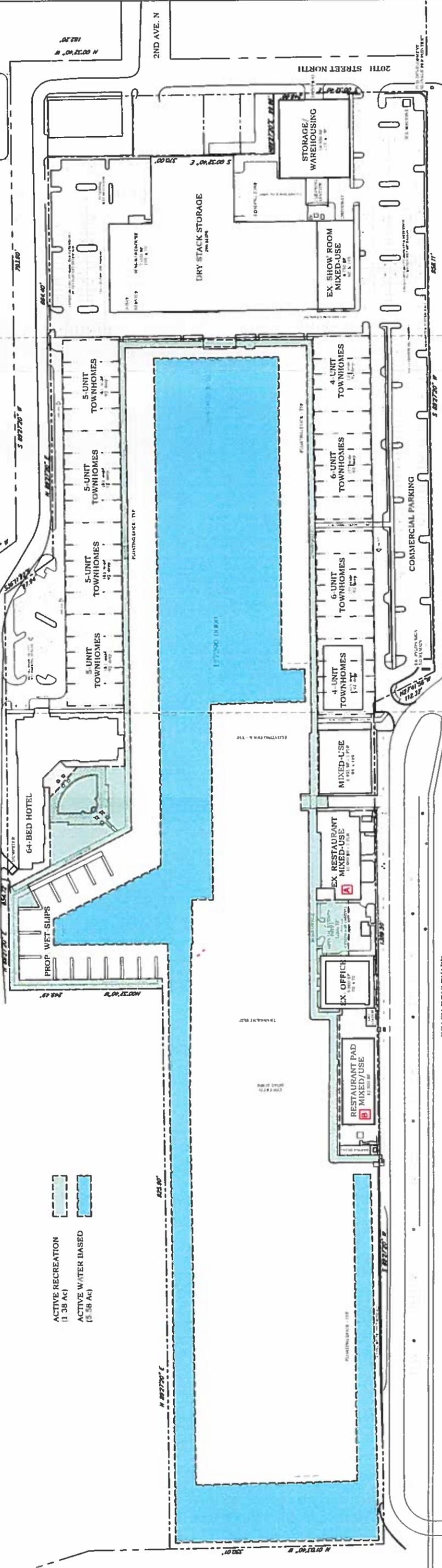
177394-0000

2ND AVENUE NORTH
APPROXIMATE ELEVATION 227

ACTIVE RECREATION
(1.38 AC)
ACTIVE WATER BASED
(5.58 AC)

SIGNAGE ZONE A
SIGNAGE ZONE B

SIGNAGE ZONE B
SIGNAGE ZONE C



BEACH BOULEVARD
CITY OF JACKSONVILLE, FLORIDA



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

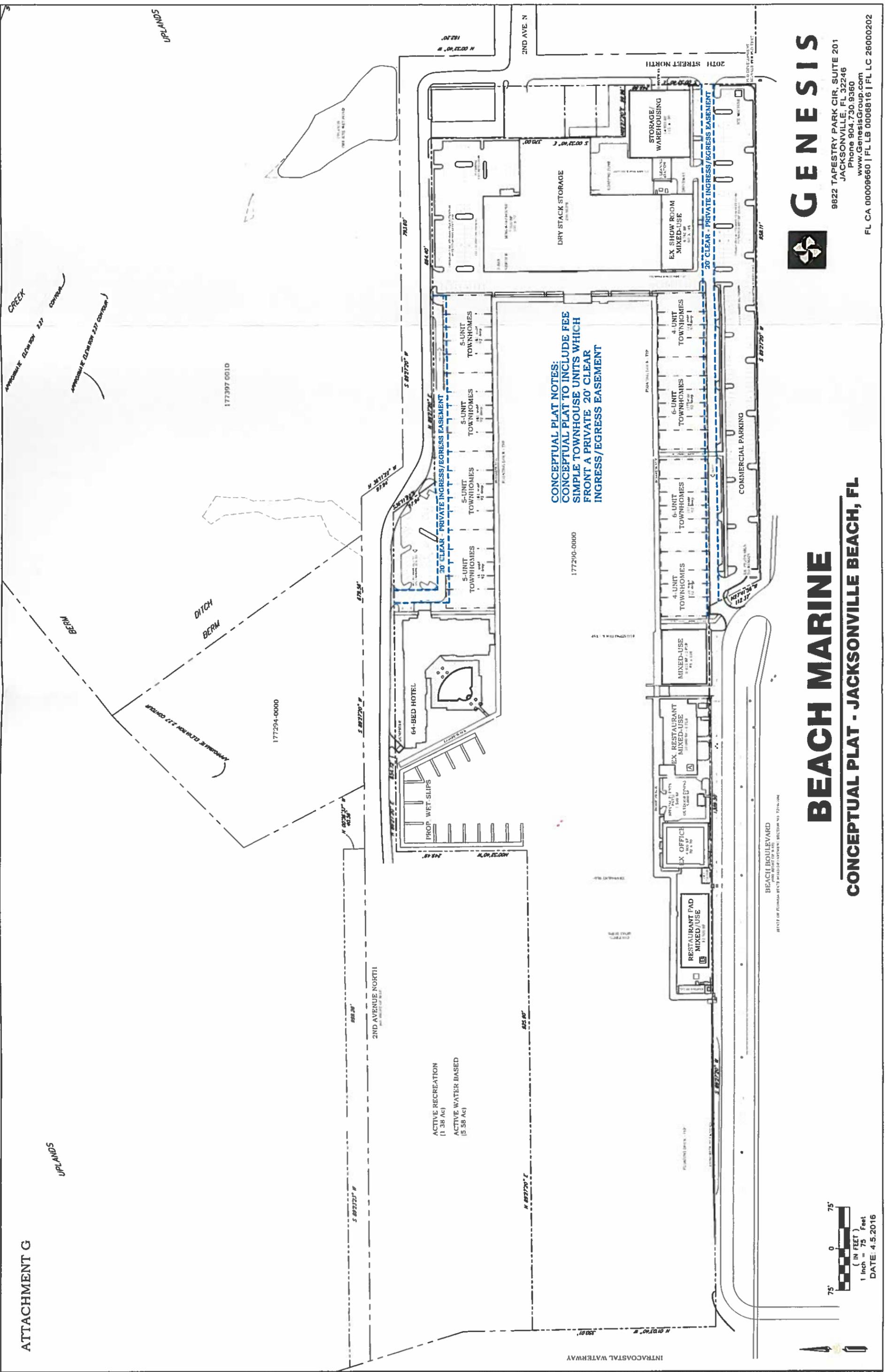
BEACH MARINE
PUD MASTER SITE PLAN - JACKSONVILLE BEACH, FL



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



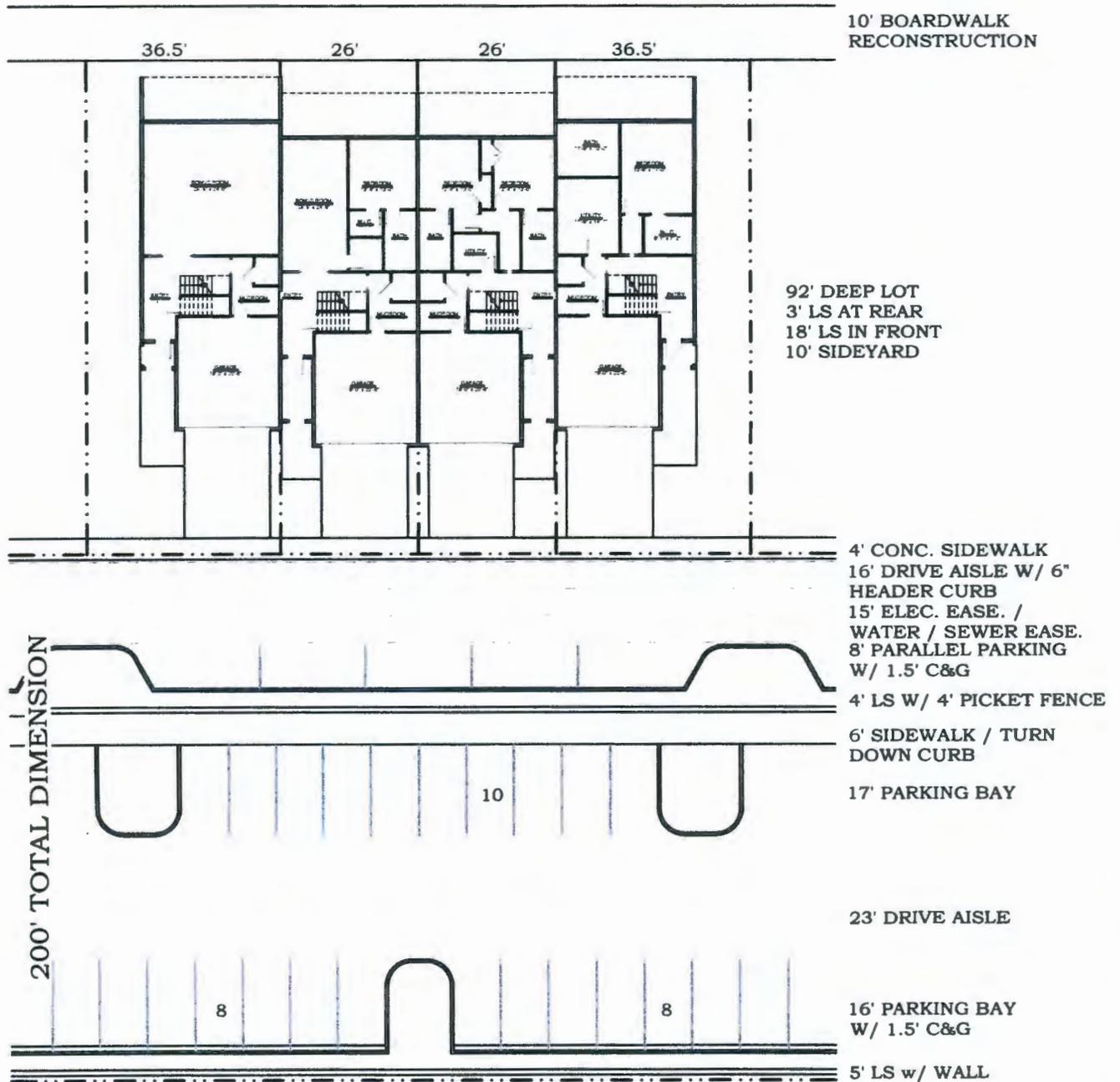
GENESIS
 9822 TAPESTRY PARK CIR, SUITE 201
 JACKSONVILLE, FL 32246
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 FL CA 00009660 | FL LB 0006816 | FL LC 26000202



BEACH BOULEVARD
 PART OF FLORIDA STATE ROAD 1A (SECTION 31) T14N-00N

INTRACOASTAL WATERWAY

ATTACHMENT H



4-UNIT TOWNHOUSE - TYPICAL

BEACH MARINE

TYPICAL TOWNHOUSE LAYOUT - JACKSONVILLE BEACH, FL

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PC # 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%)	No data available. To be conservative, all peak hours are assumed to align.

Trip Gen Code	932	710	720	420	150	826	311
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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%)	No data available. To be conservative, all peak hours are assumed to align.

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