



Agenda
City Council

Monday, December 19, 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. **16-522** City Council Workshop Held December 5, 2016
- b. **16-523** Regular City Council Meeting Held December 5, 2016

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- a. **16-524** Accept the Monthly Financial Reports for the Month of November 2016
- b. **16-525** Authorize the Mayor and City Manager to Execute the Attached Cooperative Agreement Related to the Jacksonville Transportation Authority's Proposed "First Coast Flyer" Bus Rapid Transit (FCF-BRT) System at Three Jacksonville Beach Locations

- c. **16-526** Authorize the City to Sign an Agreement with EVgo Services LLC., for a DC Fast Charging Station for Electric Vehicles
- d. **16-527** Approve Making the Current Part-time Carver Center Recreation leader Position Full Time

RESOLUTIONS

- a. **16-528** **RESOLUTION NUMBER 1969-2016**

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NON-UNION) CITY POSITIONS, EFFECTIVE OCTOBER 1, 2016.

ORDINANCES

- a. **16-529** **ORDINANCE NO. 2016-8085 (Second Reading)**

AN ORDINANCE RENAMING A PORTION OF A CERTAIN STREET LOCATED IN THE OCEAN VIEW HIGHLANDS SUBDIVISION. (A portion of Burling Way to 34th Avenue South)

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, December 5, 2016 – 5:00 P.M.
City Council Chambers**

The workshop began with an open house at 5:00 P.M.

Dix.Hite+Partners, the City's consultants hired to prepare an Implementation and Management Plan for the adopted Downtown Action Plan, displayed various items for general review and discussion. They had prints of options/design features for people to place red dots(dislike) or green dots(like) on. These included types of program elements for the park and pier, site furnishings, etc.

The formal presentation commenced at 6:00 P.M.

The following City Council Members were in attendance:

Mayor: William C. Latham

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

Also present were City Manager George Forbes, Assistant City Clerk Catherine Ponson, and Administrative Assistant, Jodilynn Byrd.

Purpose of Workshop

The purpose of the workshop is for the City's consultants, Dix.Hite+Partners, to present an Implementation and Management Plan for the adopted Downtown Action Plan.

Presentations

Bill Mann, Planning and Development Director, introduced Kody Smith, Project Manager with Dix.Hite. Mr. Smith introduced the team that is working on the project. He reminded the audience about the survey that is available online regarding the Downtown Action Plan through jaxbeachliving.net. Mr. Smith reviewed the agenda, which included the use of public spaces, public street, and continuing the 2007 Vision Plan. He added there were two focus areas: Latham Plaza and the pier entry.

John Paul Weesner, Kittelson and Associates, reviewed the different types of lighting recommendations. He discussed observations made during various site visits during business hours, peak times, and special events.

Greg Bryla, with Dix.Hite+Partners, discussed synthesis and strategies, which include focusing on redevelopment opportunities, encouraging cooperation and coordination, and balancing cost and maintenance. He reviewed some of the design elements proposed for Latham Plaza and the pier entry.

Minutes of City Council Workshop
Monday, December 5, 2016

Doug Berber, with Remixed, presented an overview of possible branding for the City. He displayed a logo featuring one of the City's iconic lifeguard chairs. He stated the logo is meant to be welcoming, relaxing and fun.

Mayor Latham concluded the workshop by reminding the public there would be future interactive workshops before any final decisions are made.

The workshop adjourned at 6:35 P.M.

Submitted by: Catherine Ponson
Assistant City Clerk

Approved:

William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, December 5, 2016, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Mayor Latham asked for a moment of silence for Bruce Corbitt and Kate Amato, followed by the salute to the flag.

CALL TO ORDER:

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

ROLL CALL:

Mayor: William C. Latham

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

Also present were City Manager George Forbes, City Clerk Laurie Scott, Assistant City Clerk Catherine Ponson, and Administrative Assistant Jodilynn Byrd.

APPROVAL OF MINUTES

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

- Special City Council Meeting (Shade Meeting) held on November 21, 2016
- Regular City Council Meeting held on November 21, 2016

ANNOUNCEMENTS:

Mr. Buck stated that it is important to follow up on Board of Adjustment Chairman Scott Cummings' comments at the November 21, 2016, City Council meeting. Mr. Buck suggested a workshop to discuss those issues.

Mr. Forbes stated that he, the Planning and Development Director, and City Attorney are going to set up some guidelines for the Board of Adjustment. He added they would schedule a workshop with the Board of Adjustment members and contractors early in 2017.

COURTESY OF THE FLOOR TO VISITORS:

Speaker:

- Dr. Barbara L. McCombs, 41 Tallwood Road, Jacksonville Beach, spoke regarding her high water bill. Dr. McCombs submitted a packet of information to the City Clerk. (on file)

MAYOR AND CITY COUNCIL

- (a) **Item # 16-514, Declare the Election Results from the Duval County Canvassing Board, Certified by the State of Florida, for the November 8, 2016, General Election**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to declare the Election results as issued from the Duval County Canvassing Board, certified by the State of Florida, for the November 8, 2016, General Election.

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

- (b) **Item # 16-515, Oath of Office for Newly Elected Council Members**

The City Clerk, Laurie Scott, administered the oath of office for the newly elected Mayor and Council Members:

- Mayor William C. Latham
- Council Member Christine Hoffman, Seat 1, At-Large
- Council Member Phil Vogelsang, Seat 2, At-Large
- Council Member Keith Doherty, Seat 3, At-Large

- (c) **Item # 16-516, Election of Mayor Pro-Tem**

Mayor Latham read into the record Section 5 of the City Charter that addresses the requirement of the Council to choose the Mayor Pro-Tem.

Nominations: It was moved by Mr. Buck, seconded by Ms. Wilson, to nominate Bruce Thomason.

It was moved by Mr. Vogelsang, seconded by Ms. Hoffman, to nominate Jeanell Wilson.

Roll call vote: Mr. Doherty voted for Jeanell Wilson.
Ms. Hoffman voted for Jeanell Wilson.
Mr. Thomason voted for Bruce Thomason.
Mr. Vogelsang voted for Jeanell Wilson.

Ms. Wilson voted for Jeanell Wilson.
Mr. Buck voted for Bruce Thomason.
Mayor Latham voted for Bruce Thomason.

Ms. Wilson was elected Mayor Pro-Tem by a vote of 4 to 3.

CITY CLERK:

CITY MANAGER:

Item # 16-518, Award a Continuous Service Contract to Advanced Disposal Services Jacksonville, LLC, in Response to RFP 11-1516 for Collection and Disposal of Solid Waste and Recycling Services

Motion (Part 1): It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award a continuous service contract to Advanced Disposal Services Jacksonville, a Limited Liability Corporation, and authorize the Mayor and City Manager to execute a contract with Advanced Disposal Services.

Mr. Forbes explained this issue was discussed at the November 21, 2016, City Council meeting. He stated there were two parts to this agenda item. One item is to approve the contract with Advanced Disposal Services, LLC, and the other item is to select the frequency of pickup for garbage/trash, recycling, yard waste, and bulky waste.

There are four options the City Council has to choose from for pickup frequencies. The City currently uses Option A which includes garbage being picked up twice a week and recycling once a week.

	RESIDENTIAL PICKUP FREQUENCY			
<u>Alternates</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<i>Garbage/Trash</i>	Twice per week	Twice per week	Once per week	Once per week
<i>Recycling</i>	Once per week	Once every 2 weeks	Once per week	Once every 2 weeks
<i>Yard Waste</i>	Once per week	Once per week	Once per week	Once per week
<i>Bulky Waste</i>	Once per week	Once per week	Once per week	Once per week

There were two samples presented of the two different sizes of carts that would be used. A 95-gallon cart and a 64-gallon cart were displayed. Under the new contract, a cart will be used for recycling.

Speakers:

- John Galarneau, 2002 Grove Street, Jacksonville Beach, stated he is for Option B as the current schedule of twice a week pickup makes sense due to the high temperatures affecting the odor of the garbage.

- James Sorrell, 1410 Pinewood Road, Jacksonville Beach, spoke regarding recycling and submitted a handout to the City Clerk regarding recycling information available online. (on file)
- Jim Overby, 21 Burling Way, Jacksonville Beach, stated the current twice a week pickup is fine the way it is.
- Rick Knight, 827 8th Avenue North, Jacksonville Beach, stated he is for Option A, twice a week pickup.
- Bill Stevens, 733 2nd Avenue North, Jacksonville Beach, could not stay and had written on his speaker card he is for twice a week pickup.
- Tom Larsen, 887 Marshside Court, Jacksonville Beach, stated he had researched, and learned recycling rates increased when picked up every two weeks.
- Sylvia Osewalt, 3 Freedom Way, Jacksonville Beach, stated she is for Option A. However, she added she would stop recycling as it would be difficult to place the now larger recycling cart out for pick up. She commented the senior citizens of Jacksonville Beach would also have difficulty.
- David Searcy, 2940 Strickland Street, Jacksonville, asked about tipping fees. Mayor Latham replied there are none.

Discussion:

Discussion ensued regarding customer awareness about recycling, the size of garbage and recycling carts, the frequency of pickups, cost savings, and customer options regarding size of recycling carts.

Mr. Forbes stated that if Option A is approved, then the 64-gallon recycling cart would be used. He added that if Option C is approved, which includes once a week pickup for garbage and recycling then the cost for the customer could potentially be reduced from \$16.31 to \$14.40 per month.

Bill Stubblebine, representing Advanced Disposal Services, LLC, stated the City would not be held liable for recycling contamination due to the larger recycling carts that would now be used.

Roll call vote (Motion to award the

contract to Advanced Disposal): Ayes – Hoffman, Thomason, Vogelsang, Wilson, Buck, Doherty, and Mayor Latham. The motion carried unanimously.

Motion (Part 2): It was moved by Ms. Wilson and seconded by Ms. Hoffman, to authorize a residential pickup frequency for garbage/trash, recycling, yard waste, and bulky waste of once per week.

Amended Motion (Part 2): It was moved by Mr. Vogelsang and seconded by Ms. Wilson, to authorize residential frequency for garbage/trash of twice per week, and recycling, yard waste, and bulky waste of once per week.

Roll call vote-Amended Motion (Part 2): Ayes – Thomason, Vogelsang, Wilson, Buck, and Mayor Latham.
Nays – Doherty and Hoffman.
The motion passed by a vote of 5-2.

Roll call vote-Motion (Part 2): Ayes – Vogelsang, Wilson, Buck, Thomason, and Mayor Latham.
Nays – Doherty and Hoffman.
The motion passed by a vote of 5-2.

[The result is that garbage/trash will be picked up twice a week; yard waste, bulky waste, and recycling will be picked up once a week.]

RESOLUTIONS:

Item # 16-519 RESOLUTION NO. 1968-2016

Mayor Latham requested that the City Clerk read Resolution No. 1968-2016, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH PROVIDING FOR THE ADOPTION OF SOLID WASTE COLLECTION AND DISPOSAL FEES AND ESTABLISHING AN EFFECTIVE DATE.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution No. 1968-2016, providing for solid waste collection and disposal fees.

Mr. Forbes explained this resolution clarifies that the current residential rate of \$16.31 includes two garbage totes (if needed) and one recycling tote. Additional totes will be billed at \$10.00 per tote per month. Commercial customers using totes for garbage will also be charged an extra \$10.00 per tote per month for more than two totes.

The commercial recycling fee is based on container cubic yard volume and applies to all commercial customers that choose to have the City collect recycling. Commercial recycling is an open market, and a commercial customer is free to choose another qualified company for recycling.

Multifamily units (such as apartments and condominiums) are now to be charged for recycling based on the cubic yard volume of their recycling containers. We discussed at the November 21, 2016, City Council meeting that Republic Services, in return for a 5-year extension of their contract, kept the fees the same and recycled multifamily units at no additional cost to the City. In the new scope of work, the City must pay for collecting multifamily recycling. Recycling is not mandatory but encouraged.

The resolution has been updated for the use of toters for garbage/trash and recycling. Toters are the type of garbage cans on wheels that we have been providing for over ten years. This is a change in terminology to be consistent with our present practices and scope of services.

There is a new category for “unique commercial” waste (there are currently about 12 in the city). These customers would ordinarily use a dumpster, but that is not possible because their unique location does not have room for a dumpster. For this reason, their solid waste is collected using a wheeled toter(s), and the customer is billed accordingly. These customers are also charged per cubic yard for bulky waste. Bulky waste consists of large boxes and other items that cannot fit in a toter.

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

ORDINANCES:

(a) **Item #16-520, ORDINANCE NO. 2016-8084 (Second Reading) (Public Hearing)**

Mayor Latham requested that the City Clerk read Ordinance No. 2016-8084 (Second Reading), by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH DECLARING A TEMPORARY MORATORIUM ON THE OPERATION OF MEDICAL MARIJUANA TREATMENT CENTERS AND MEDICAL MARIJUANA DISPENSING ORGANIZATIONS WITHIN THE CITY FOR A PERIOD OF ONE (1) YEAR; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2016-8084, approving a one (1) year moratorium on the operation of medical marijuana treatment centers and dispensing organizations within the City.

Mr. Forbes stated that Amendment 2, or the Florida Medical Marijuana Legalization Initiative, was approved by voters, on the November 8, 2016, ballot. This ordinance establishes a temporary one-year moratorium on medical marijuana treatment centers and dispensing organizations. The City’s Land Development Code does not currently have regulations governing the use of property for the purposes of medical marijuana or related activities (treatment centers and dispensing organizations).

The requested moratorium period of one year will allow the City to consider the enabling legislation that the State Legislature is required to adopt during its next session, which ends in May 2017. The moratorium will also allow the City time to better analyze the potential impacts of medical marijuana treatment centers and

dispensing organizations upon adjacent uses and surrounding areas, and then formulate appropriate regulations to accommodate these types of businesses.

Mayor Latham opened the Public Hearing.

Speakers:

- Carrie McClain, Esquire, 415 4th Avenue North, Jacksonville Beach, stated the ordinance declaring a one-year moratorium on marijuana treatment centers and dispensaries places a hardship on those that need the medicine.
- Shandy Thompson, 522 3rd Avenue South, Jacksonville Beach, spoke for the ordinance and preferred the dispensaries stay in commercial zones and not be allowed to be open 24 hours per day.
- John Spreier, 2950 Sanctuary Boulevard, Jacksonville Beach, stated that as an occupational therapist, he has patients who are residents of Jacksonville Beach who would benefit from if it were available in the area.
- Georgette Dumont, 507 16th Avenue South, Jacksonville Beach, stated that there should be a framework in place from the State before the City makes any decisions regarding these issues.
- Laura Colomb, 532 18th Avenue North, Jacksonville Beach, stated she disagreed with the moratorium and the City should not make those that need the medicine wait.
- Mary Phillips, 934 10th Street North, Jacksonville Beach, stated she agreed with the temporary moratorium so the City can avoid making any mistakes in regulating these facilities.

Mayor Latham closed the Public Hearing.

Discussion:

Mr. Vogelsang stated with 80% of constituents voting for the amendment; he does not want to be the moral police in deciding the dispensary issue. He added the City should designate where the dispensaries should be located, and the regulations from the State could be adopted within the City's legislation. He stated one year is too much of a definite period based on when the State is going to enact that legislation.

Motion: It was moved by Mr. Vogelsang and seconded by Ms. Hoffman, to amend the original motion to add the language "up to one year."

Mr. Doherty asked if the regulations would be adopted by the State within the one-year period.

Mr. Forbes replied there should be legislation adopted as there is language stating the State could face legal action from citizens if not enacted. He added the moratorium needs to be one year and upon the adoption of the legislation from the State it could be brought back the City Council.

Ms. Hoffman stated she is in support of the “up to one year” language so the City Council can be moving forward and not waiting for the one-year moratorium to expire.

Mayor Latham asked the City Attorney about using the “up to one year” language.

Susan Erdelyi, City Attorney, answered that there is definitiveness in the way the ordinance was written in that it will terminate at one year. She added the ordinance also states the “moratorium shall terminate one year from the effective date of this ordinance unless the City Council rescinds or extends the moratorium by a subsequent ordinance.”

Ms. Erdelyi stated the Department of Health is the agency responsible for regulating in this area. Under the amendment, they have to pass the regulations no later than six months after the effective date of the amendment. The Department of Health is going to come up with regulations on where the facilities can be located, how many, and hours of operation. There are many questions that need to be answered. That legislation will guide the City Council in their decision. She added if the Department of Health has up to six months to enact legislation, then the moratorium can be cut short under this ordinance.

Mayor Latham asked if the new legislation is in place, could the City Council then move forward and not wait the full year.

Ms. Erdelyi confirmed that the City Council could move forward and stated keeping the current language of the ordinance would allow the City Council to end the moratorium.

Mr. Vogelsang withdrew the amended motion.

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

(b) Item # 16-521, ORDINANCE NO. 2016-8085 (First Reading)

Mayor Latham requested that the City Clerk read Ordinance No. 2016-8085 (First Reading), by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE RENAMING A PORTION OF A CERTAIN STREET LOCATED IN THE OCEAN VIEW HIGHLANDS SUBDIVISION. (A portion of Burling Way to 34th Avenue South)”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2016-8085, renaming an isolated segment of Burling Way located immediately west of Isabella Boulevard and south of Osceola

Avenue, to 34th Avenue South and changing the addresses of the four affected properties on that segment of roadway.

Mr. Forbes explained four property owners are requesting that the section of Burling Way be re-named to become part of 34th Avenue South. Burling Way at one time was platted through what is now the Ocean Cay subdivision.

The property owners are asking for the address change as it creates public safety issues if and when first responders or others might have to locate their residences/properties.

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

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: _____

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 November 2016
DATE: December 10, 2016

Action Requested

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

Background

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



City of

Jacksonville Beach

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11 North Third Street

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FL 32250

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MEMORANDUM

To: George D. Forbes, City Manager

From: Bill Mann, Planning and Development Director

Re: Cooperative Agreement for the JTA's East Corridor Bus Rapid Transit System, Jacksonville Beach Bus Station Facilities

Date: December 9, 2016

ACTION REQUESTED:

Authorize the Mayor and City Manager to execute the attached Cooperative Agreement related to the Jacksonville Transportation Authority's proposed "First Coast Flyer" Bus Rapid Transit (FCF-BRT) System at three Jacksonville Beach locations.

BACKGROUND:

The First Coast Flyer East Corridor Bus Rapid Transit project will extend 18.5 miles from the downtown Rosa Parks transfer station to 2nd Street North at 3rd Avenue North in Jacksonville Beach. It will contain:

- 12 stations (21 platforms) located at strategic intersections between those two locations.
- Two of these stations (three stops) will be located in Jacksonville Beach. One stop on this route will be located adjacent to the new public parking lot being constructed in downtown Jacksonville Beach on 2nd Street, between 3rd and 4th Avenues North. The other two will be located on Beach Boulevard in the Penman Road vicinity, where JTA currently maintains bus stops on both sides of Beach Boulevard (one westbound in front of the cemetery at an existing bus stop, and one eastbound at the Jacksonville Beach entryway sign, also at an existing bus stop).
- The overall Bus Rapid Transit project will also provide transit signal priority, and 19 new compressed natural gas low-floor vehicles branded as "First Coast Flyers."

- Weekday Service hours would be from 4:00 am to 1:00 am and weekend service hours would be from 6:00 am to 11:00 pm. The service frequency would be every 10 minutes during peak hours, every 15 minutes during off-peak periods, and 30-minute service on weekends.
- The project also includes enhancements to the proposed station locations. A conceptual rendering of a station is attached to this memorandum. The Jacksonville Beach stations may include one or two passenger shelters, a ticketing machine and an information totem displaying real-time bus arrival times for that station. These amenities would be provided and maintained by the JTA, per the attached agreement.

In order to fund this improved bus transit system, the JTA is requesting a grant award from the Federal Transit Administration. The purpose of the attached Cooperative Agreement is to assure the Federal Transit Administration that its funded improvements will remain viable for the life of those improvements. Since the proposed bus station location on 2nd Street will be located on a City-owned and maintained street and public sidewalk, and since the buses will drive and stop on City-owned and maintained streets, the agreement would ensure that the City will continue to maintain its sidewalks, roads, and pavement markings associated with a particular station for the lifespan of the station facilities.

In the case of the two Beach Boulevard locations, the City would be responsible to maintain any portion of new sidewalk that might be required to be installed on City-owned property immediately adjacent to the existing sidewalk within the Beach Boulevard right-of way. With the addition of the shelter and totem structures, the sidewalk area at the stations can be wider than a typical four- or five-foot wide sidewalk.

RECOMMENDATION:

Authorize the Mayor and City Manager to execute a Cooperative Agreement for the Bus Stop Facilities proposed for the new “First Coast Flyer” East Corridor Bus Rapid Transit System.



**COOPERATIVE AGREEMENT
FOR THE
EAST CORRIDOR
BUS RAPID TRANSIT SYSTEM**

THIS AGREEMENT is made and entered into this ___ day of _____, ___ by and between the Jacksonville Transportation Authority, a body corporate and politic and an agency of the State of Florida ("JTA") and the City of Jacksonville Beach ("COJB").

W I T N E S S E T H:

WHEREAS, JTA is initiating the East Corridor phase of its First Coast Flyer bus rapid transit service ("FCF-BRT") in Jacksonville, Florida (the "City"), as more fully described on Exhibit A attached hereto; and

WHEREAS, JTA and the COJB have a common interest in development of the FCF-BRT for the benefit of the citizens of and visitors to the City; and

WHEREAS, as part of the East Corridor phase of the FCF-BRT, JTA has submitted for federal transit grant funding (in FY 17 and/or FY18) to improve and expand roadways, construct sidewalks, and other pedestrian improvements to and within the State Highway System and for the transit station on 2nd Street North in COJB, as described in Exhibit A; and

WHEREAS, this Agreement is intended for the benefit of the Federal Transit Administration ("FTA") in the award of federal grants for the FCF-BRT.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter expressed, the parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to assure FTA of the continuing control over public works funded with FTA grants, in accordance with applicable federal law, rules, regulations, and guidelines. Nothing herein is intended to create any partnership or joint powers entity between JTA and the COJB, or to make either the COJB or JTA the guarantor of performance or of compliance of the other party.

2. APPLICATION OF FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS. Federal funding for and other aspects of the FCF-BRT system are subject to the requirements of the FTA regulations and related agreements between JTA and FTA, authorized by 49 USC 5301 et seq, or other applicable Federal legislation. This Agreement and any amendments or modifications are subject to the review by the FTA. Except as expressly provided herein, JTA is and shall remain fully responsible for compliance with all federal, state and local laws, rules, and regulations applicable to the design, construction, and operation of the FCF-BRT system.

3. CONTINUITY OF USE OF FEDERALLY-FUNDED TRANSIT INFRASTRUCTURE. It is acknowledged by the parties that the terms and conditions of any FTA funding require that any work undertaken with the use of FTA funds must be maintained in

a fashion to preserve the life of the improvement. With respect to all vehicles, bus shelters, FCF-BRT system signage, bike racks, kiosks, and trash receptacles, JTA shall be responsible to maintain or cause to be maintained all such transit infrastructure and equipment funded by grants from FTA ("JTA Infrastructure"), for not less than the Useful Life of such items, for transit-related purposes. As to each of such assets, the COJB and JTA understand that these components carry a federal interest for their life or until the FTA approves the disposition of the assets and repayment to the FTA may be necessary if the asset is disposed of prior to the end of the Useful Life. A table of useful lives of the components of the East Corridor phase of the FCF-BRT system is attached to this Agreement as Exhibit B. Notwithstanding the foregoing, in the event that portions of the COJB Infrastructure are no longer useful or available for transit purposes as a result of changes to such physical assets by the COJB or by JTA, or changes made by JTA to the methods or locations of the provision of transit services formerly served by such assets, payments or replacements for such assets shall become the sole responsibility of JTA as to their federal interest.

4. TERM. The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement ("Effective Date") and shall remain in full force and effect until the earlier of the end of the Useful Life of any JTA Infrastructure.

5. DEFAULT AND TERMINATION

DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after the receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If a defaulting Party fails to cure the default as provided in this section, the non-defaulting Party may terminate this Agreement.

FOR CONVENIENCE. Either Party may terminate this Agreement upon 12 months advance written notice.

6. WAIVER. No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. Each party reserves unto itself the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.

7. **NOTICES.** Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid, overnight delivery service, return receipt requested, or by facsimile, addressed as follows:

City of Jacksonville

Beach: City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250
Attention: City Manager

JTA: Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202
Attention: Vice President, Planning, Development & Innovation

8. **MISCELLANEOUS.** The COJB and JTA each certify that they have the power and authority to execute and deliver this Agreement, and to perform this Agreement in accordance with its terms. Each party to this Agreement agrees to perform any further acts and deliver any additional documents which may be reasonably requested to carry out the provisions of this Agreement. This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided no party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties. In the event any part, term or provisions of this Agreement shall be declared illegal or in conflict with any law, rule or regulation, the validity of the remaining portion, terms or provisions shall not be affected thereby. The terms and conditions contained herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof. The captions at the beginning of each Section are used for convenience only and are not to be used in attempting to construe any part of this Agreement. This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement and any such action shall be subject to the provisions related to the FTA as set forth above. This Agreement shall be construed and governed in accordance with the law of the State of Florida.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

CITY OF JACKSONVILLE BEACH

By: _____

Its: _____

Date Signed: _____

ATTEST:

Title: _____

By: _____

Its: _____

Date Signed: _____

Approved as to form:

General Counsel

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: _____

CEO

Date Signed: _____

ATTEST:

Title: _____

Approved as to form:

General Counsel

EXHIBIT A

Description Total East Corridor FCF-BRT Enhancements

- **Guideway and Track Elements**
 - Approximately 18.5 miles of mixed traffic operations with signage
- **Stations, Stops, Terminals, and Intermodal**
 - 21 at grade station stops with stop area reconstruction
 - Station amenities typically including two shelters, one ticket vending machine set up, one sign totem with interactive display, lighting, two trash cans, two bike racks, and other features appropriate to the station's enhanced function.
- **Sitework and Special Conditions**
 - Pedestrian and sidewalk improvements to facilitate installation of station amenity packages.
 - Minor utility adjustments
 - Maintenance of Traffic during construction
- **Systems**
 - Signal priority improvements
 - Real-time arrival information
 - Option for ticket vending machines at all BRT stations.

Description East Corridor FCF-BRT Enhancements in City of Jacksonville Beach

- **Stations, Stops, Terminals, and Intermodal**
 - 3 at grade station stops (2 at Beach/Penman and 1 at 2nd Street N and 4th Avenue N. with stop area reconstruction
 - Station amenities typically including two shelters, one ticket vending machine set up, one sign totem with interactive display, lighting, two trash cans, two bike racks, and other features appropriate to the station's enhanced function.
- **Sitework and Special Conditions**
 - Pedestrian and sidewalk improvements to facilitate installation of station amenity packages.
 - Minor utility adjustments
 - Maintenance of Traffic during construction

EXHIBIT B

Useful Life Table

- Stations, Stops, Terminal and Intermodal 20 years
 - Shelters 20 years
 - Passenger Info Equipment 6 years
- Station Sitework and Special Conditions 20 years
- Systems
 - Communications 6 years

City of

Jacksonville Beach

2508 South Beach

Parkway

Jacksonville Beach

FL 32250

Phone: 904.247.6236

Fax: 904.247.6143

www.jacksonvillebeach.org

To: George D. Forbes
City Manager

From: Allen Putnam
Director of Beaches Energy Services

Date: December 8, 2016

Re: Access Agreement with EVgo Services LLC for an Electric Vehicle Fast Charging Station

ACTION REQUESTED:

Authorize the City to sign an Agreement with EVgo Services LLC., for a DC fast charging station for electric vehicles.

BACKGROUND:

Approximately eight (8) months ago we were approached by EVgo Services LLC concerning the installation of an electric vehicle direct current (DC) fast charging station in the Latham Plaza parking lot. We worked closely with EVgo to negotiate a contract that we feel will benefit the City while promoting electric vehicles.

As part of the agreement, Beaches Energy will provide electric service to the charging station as well as carry insurance coverage for the station.

The location of the charging station and two parking spaces to be used solely for charging electric vehicles is attached. EVgo Services, LLC will install the charging station and then turn over ownership of the station to the City. The key terms of the agreement are as follows:

- The term of the agreement is four (4) years after which it automatically renews for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days prior written notice
- EVgo Services LLC will provide all preventive and corrective maintenance services for the four (4) year term of the contract
- If the City terminates the agreement prior to the end of the four (4) year term the City will be obligated to pay EVgo the full value of the charging station which is \$12,000



- Beaches Energy Services retains all rights related to branding

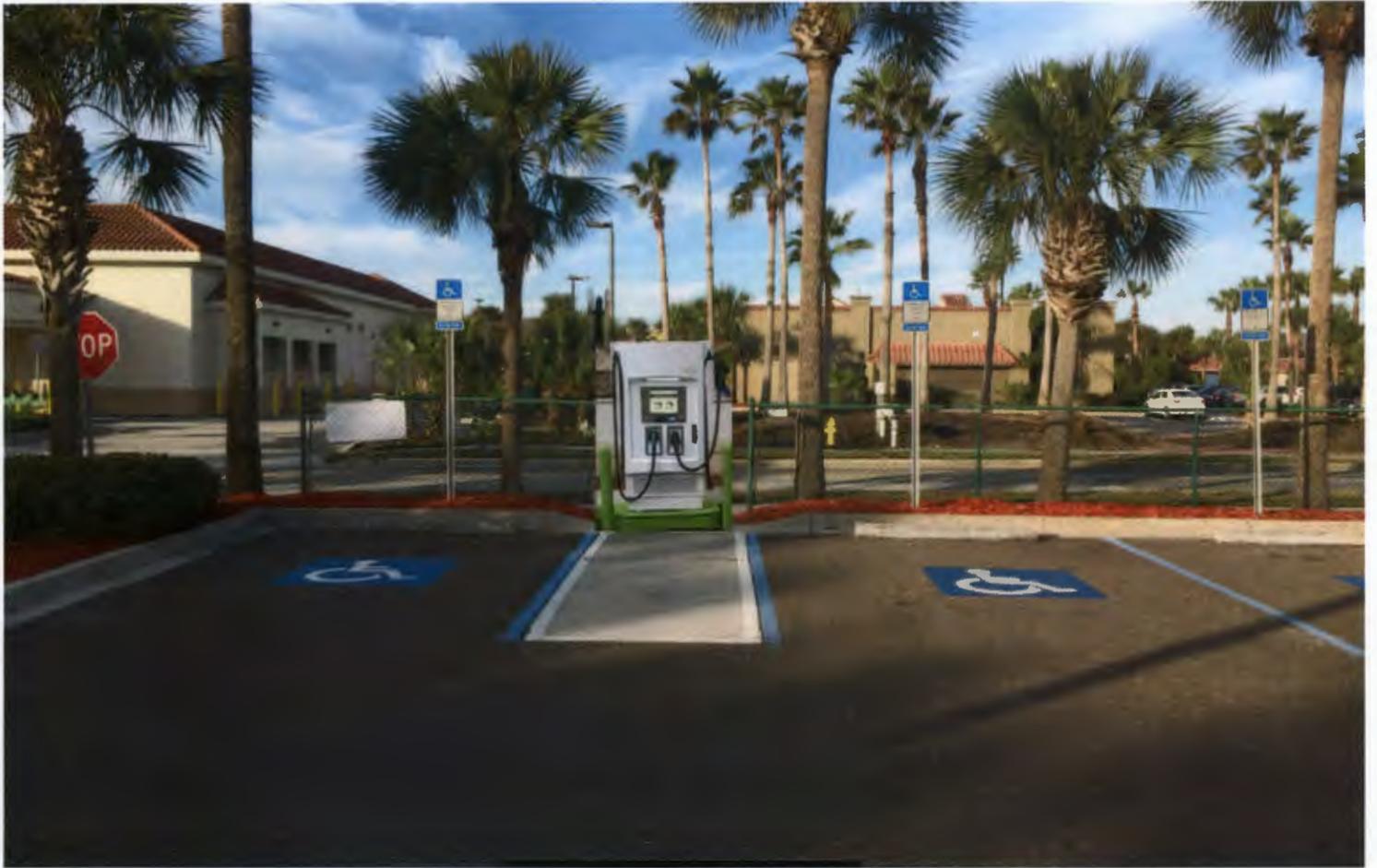
Additionally, EVgo Services LLC subscribed customers will have open access to the charging station. In consideration for such access, EVgo will pay the City an access fee equal to \$3.00 per charging session. The agreement also gives the City the right to establish retail pricing for non-EVgo customers utilizing the charging station; *provided* that, the City shall not charge less than \$5.95 per charging session plus \$0.20 per minute. This is the initial price the City will charge to non-EVgo customers. Lastly, EVgo agrees to pay the City a monthly fee to compensate for electricity usage at the charging station at the rate of \$.10 per kWh. This means that the City will be appropriately reimbursed for all electric usage.

The River City Marketplace electric vehicle charging station in north Jacksonville is averaging \$45 per month at this time after having only been installed three (3) months ago. Historically, usage will experience a marked increase in the six (6) to nine (9) months range as electric vehicle drivers establish driving patterns. Simultaneously, the new releases of upcoming electric vehicles, such as the Chevy Bolt and the Tesla Model 3, will drive usage as well.

RECOMMENDATION:

Authorize the Mayor and City Manager to sign an Agreement with EVGO Services LLC, as detailed in a memo dated December 8, 2016 from Beaches Energy Director Allen Putnam.

The two parking spots will be painted differently. The two handicap spots will be relocated.



**ACCESS AGREEMENT
(Host-Owned Charging Station(s))**

Host: City of Jacksonville Beach, a _____

Agreement Date: _____, 2016

This Access Agreement ("Agreement") is entered into as of the Agreement Date by Host and EVGO SERVICES LLC, a Delaware limited liability company ("EVgo"). Capitalized terms not defined herein shall have the meanings given to them in the attached Terms & Conditions, attached as Exhibit A and incorporated by reference herein.

A. Host Property.

Host Property: Jacksonville Beach located at: 2nd Street North & 1st Avenue North Jacksonville, FL 32250

Charging Station(s): 1 DC Fast Charging Station(s)

B. Services.

1. Term. The term of this Agreement (as extended from time to time, the "Term") shall commence on the Agreement Date and continue for a period of four (4) years following such date.

a. Prior to the expiration of the initial Term, this Agreement may be terminated at any time by Host upon thirty (30) days' prior written notice and the payment of an early termination fee (the "Early Termination Fee") equal to \$12,000.

b. The Agreement will automatically renew for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days' prior written notice.

2. Services. During the Term, EVgo shall provide the following services (the "Services"):

a. Subject to the provisions of Section A(2) of the Terms & Conditions, EVgo shall be responsible for all preventative and corrective maintenance of the Charging Station(s), including making all necessary repairs, arranging for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. EVgo and its employees, contractors, and vendors may, at any time during the Term, access the Host Property to maintain, inspect, repair, or upgrade the Charging Station(s).

b. EVgo shall be responsible for ensuring each Charging Station is accessible via an RFID access device and for providing related networking services (the "Network Services") as further described in the attached Exhibit B.

3. Ownership of the Charging Station(s). The Charging Station(s) will remain the property of Host and Host shall continue to be responsible for all costs associated therewith, including without limitation all electricity costs (subject to EVgo's reimbursement obligation below) and any applicable license fees to or revenue sharing arrangements with any third parties. In addition, Host shall maintain insurance on the Charging Station(s) as set forth in Section C(2) of the Terms & Conditions.

C. Preferred Access.

1. EVgo Customers shall have access to the Host Property twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year for the purpose of utilizing the Charging Station(s). In consideration for such access, EVgo will pay Host an access fee equal to \$3.00 per charging session (the "Access Fee"). EVgo will pay any Access Fees monthly in accordance with Section A(4) of the Terms & Conditions.

2. During the Term, Host shall have the right to establish retail pricing for non-EVgo Customers utilizing the Charging Station(s); *provided* that, Host shall not charge less than \$5.95 per charging session plus \$0.20 per minute.

D. Energy Payment. EVgo shall pay to Host a monthly fee to compensate Host for the electricity usage at the Charging Station(s) by EVgo Customers (the "Energy Payment") equal to the product of (1) the \$.10 per kWh and (2) the actual electricity

dispensed at the Charging Station(s) (measured in kWh). Following the end of each calendar month, EVgo shall determine the Energy Payment owed to Host and EVgo shall pay such amount in accordance with Section A(4) of the Terms & Conditions.

E. Branding. During the Term, EVgo shall have the right to include its brand on the Charging Station(s) as a “sub brand” to any existing logo or mark at its sole cost and expense.

HOST:

By: _____

Name: _____

Title: _____

Notice Address:

EVGO:

EVGO SERVICES LLC,
a Delaware limited liability company

By:  _____

Name: Rob Barrosa

Title: Vice President, OEM Development

Notice Address:

1000 North Post Oak Road, Suite 240
Houston, Texas 77055
Attn: Chief Operating Officer

with a copy to:

11390 West Olympic Blvd., Suite 250
Los Angeles, CA 90064
Attn: Director of Legal Affairs

Exhibit A

Terms and Conditions

A. GENERAL

1) Access and Use.

a) During the Term (as defined in the Agreement), Host grants to EVgo a non-exclusive license to access the Host Property to provide the Services (as defined in the Agreement), including without limitation for the operation, maintenance, and repair of the Charging Station(s).

b) Host shall cause the area immediately around the Charging Station(s) to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent non-EV drivers from parking in the parking spaces dedicated to the use of the Charging Station(s).

2) Maintenance Services.

a) During the Term, EVgo will maintain the Charging Stations in good working order and repair. Notwithstanding the foregoing or anything to the contrary in the Agreement, EVgo will not provide Services with respect to any Charging Station that is damaged and/or non-functioning due to (i) any alteration or modification made to the Charging Station without EVgo's prior written approval; (ii) use of the Charging Station other than in accordance with the manufacturer's instructions; (iii) improper site preparation or installation; (iv) use of any software, interfaces, parts or other materials or products not provided by or expressly authorized by EVgo; (v) the negligence, neglect, vandalism, abuse or other damage (including by not limited to damage from being struck by a vehicle, acts of nature or other causes beyond EVgo's control), except to the extent such damage is caused by EVgo or its subcontractor; and (vi) the failure of the Charging Station's coupler (collectively, the "Excluded Claims"). In the event of any Excluded Claim, Host may request EVgo repair or replace the affected Charging Station(s) for an additional fee.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

3) **Taxes.** Each party is responsible for its own income, franchise and similar taxes.

4) **Method of Payment.** For any amounts owed by EVgo to Host, on or before the forty-fifth (45th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by check or wire transfer or other electronic method mutually agreed upon by EVgo and Host. For any amounts owed by Host to EVgo, EVgo shall invoice Host and Host shall pay such amounts within forty-five

(45) days of receipt, or the parties shall make other mutually acceptable payment arrangements. A party may net any amounts owed to it by the other party against any amounts it owes such other party in determining payment amounts. Prior to making any payments owed under the Agreement, a party may be required to provide the other party with certain information, including without limitation a completed Form W-9, in order to facilitate such payments.

5) Termination.

a) This Agreement may be immediately terminated for cause by either party in the event of the following:

i) ***Breaches.*** The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) ***Insolvency.*** The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination or expiration of this Agreement, EVgo shall remove any of its property from the Host Property.

6) **Promotional Activities.** During the Term of this Agreement, EVgo may promote the availability of the Charging Stations to EVgo Customers through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of the Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under this Agreement, and for EVgo to take the actions contemplated in this Agreement.

C. INSURANCE

1) **EVgo Insurance.**

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect EVgo's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of EVgo's performance under this Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) Property Insurance for (1) the Host Property and all improvements thereon; and (2) all personal property and trade fixtures owned by Host located at the Host Property (including without limitation the Charging Station(s)); and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Effective Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in this Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or to the personal property of either party, or its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("Related Parties"), regardless of cause or origin; **provided that the foregoing waiver shall not apply to the extent of applicable insurance proceeds up to the coverage limits required herein.** These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

D. INDEMNITY

1) **Indemnification.** Subject to Sections C(4), and D(2) hereof, EVgo shall indemnify and hold harmless Host and its Related Parties from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "**Losses**") that arise out of or result from (i) any willful misconduct or negligence of EVgo or its Related Parties, (ii) any breach by EVgo of its obligations, representations or warranties under this Agreement; and (iii) the presence of EVgo or its Related Parties on the Host Property, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE (IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) TO SUCH OTHER PARTY OR ITS RELATED PARTIES FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT. THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE OTHER PARTY TO MITIGATE ITS DAMAGES. EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND ITS RELATED PARTIES ON AN AGGREGATE BASIS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000), EXCEPT AS IT APPLIES TO A PARTY'S OBLIGATIONS PURSUANT TO SECTION C [INSURANCE].

E. MISCELLANEOUS

1) **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof

of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Host Property and/or ownership of the Charging Station(s) is transferred or Host ceases to have the requisite level of control over the Host Property and/or the Charging Station(s) necessary to fulfill its obligations under this Agreement (each, a "Transfer Event"), Host shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) No Agency Relationship. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) Conflict; Severability. In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of this Agreement is held by any court of competent jurisdiction to be invalid under any applicable law, such invalidity shall not invalidate the remainder of this Agreement and this Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) Survival. The provisions of Sections A(5)(b), C(4), D, and E(6) shall survive termination of this Agreement.

6) Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.

7) No Waiver. The failure of a party to insist on strict performance of any provision of this Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

8) Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These

rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) Force Majeure; Change in Law. Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under this Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under this Agreement and/or terminate this Agreement upon notice to Host and without penalty.

10) Attorneys' Fees. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) Integration; Amendments. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) Construction. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. Each party has cooperated in the drafting, negotiation and preparation of this Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

[Remainder of Page Intentionally Left Blank]

Exhibit B

Network Services

EVgo shall provide Host with the following Network Services on the Charging Station(s):

Customer Support

EVgo will provide a phone number on each Charging Station for driver or Host to request assistance in using Charging Station, report problems with Charging Station, or request access to Charging Station.

Connectivity

EVgo will provide the data connectivity to the Charging Station. The Host must install the Charging Station in a location that has access to commercially-available wireless connectivity services.

Monitoring

EVgo will remotely monitor the Charging Station to identify problems with the Charging Station. If EVgo is providing Maintenance Services, such identified problems will be automatically routed to technical support and field support as needed to diagnose and correct the problem.

Maintenance Management

If EVgo is providing Maintenance Services, any problem identified through Customer Support or Monitoring will be automatically routed to technical support and field support as needed to diagnose and correct the problem. Otherwise, such problems will be reported to Host via email.

Access Control

EVgo will provide Host with a means to control access to the Charging Station(s) by means of RFID cards approved by EVgo.

Pricing Control

EVgo will provide Host with a means to set fees for utilizing the Charging Station(s). Such fees will not apply to EVgo Customers for which Host is being paid directly by EVgo.

Reporting

EVgo will provide Host with a means to view charging sessions on the Charging Station(s).

Payment Processing

EVgo will collect fees assessed by Host for use of the Charging Station when the driver utilizes a credit card (to the extent supported by Charging Station manufacturer), an RFID card or a software application for access. Such RFID cards and software applications must be approved by EVgo. EVgo will remit such fees to Host on a monthly basis, less a ten percent processing fee in accordance with Section A(4) of the Terms and Conditions. EVgo will not remit to Host any fees collected from EVgo Customers. Instead, EVgo will pay Host an Access Fee for the use of a Charging Station by an EVgo Customer in accordance with the terms of the Access Agreement.

Data Services

EVgo will provide information about the Charging Station(s) via an Industry Standard directory services interface.

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: Mary Ellen Donner
Parks & Recreation Director

DATE: December 4, 2016

SUBJECT: Recreation Leader Position at the Carver Center

ACTION REQUESTED:

Approve making the current part-time Carver Center Recreation Leader position full time.

BACKGROUND:

The Carver Center, located in the historical Pablo Beach South neighborhood, serves over 300 families and offers programs for all ages. Some of the current programs offered include school aged tutoring, dance classes for school aged children, art classes for children, adults and seniors, basketball and football programs for youth and young adults, adult exercise programs such as yoga and Pilates, adult urban line dancing and many single day special events such as LaToya's tea party, team building exercises and holiday celebrations.

A Community Assisted Police Effort (CAPE) office is also located in the Carver Center. The CAPE officers promote and maintain good community relations. They are instrumental in promoting good communications between the community and the Police Department. The CAPE officer is included in the Police Department's budget.

Budgeted staffing at the Carver Center currently includes one full-time Recreation Supervisor who oversees, schedules and coordinates all activities at the facility, a part-time Recreation Leader (1,000 hours), and a part-time Tutor (1,000 hours). The total budgeted Carver Center payroll included in the FY2017 Parks & Recreation budget is \$91,563.

The Carver Center community is growing and participation in activities at the Center is increasing (see attached October 2016 Monthly Report excerpt). Changing the part-time Recreation Leader to full-time will help the Center more fully serve families in the area. With the full-time position, more sports programs,



additional social skill programs, new teen programs and partnerships with community organizations (i.e. Beaches Baptist) can be added.

If approved, the full-time Recreation Leader's main responsibilities will be providing recreational and sport opportunities for the youth of the community. A full-time Recreation Leader will also allow the Community Center to be open on Saturdays. The Carver Center will remain a safe haven for children in the area.

Making the position full-time will increase the total payroll budget to \$123,279. If this change is approved, the Carver Center's budget will be adjusted in the mid-year budget adjustment.

RECOMMENDATION:

Approve making the part-time Carver Center Recreation Leader position full-time as described in a memo from the Parks & Recreation Director dated December 4, 2016.

MONTHLY REPORT - OCTOBER 2016

PARKS & RECREATION

CARVER CENTER

Monthly Activities:

- October 15 (National Global Day of Service) – The Carver Center was selected for a park beautification project by Contractor Connection. Volunteers from Contractor Connection and Officers Cooper and Santiago spent the day sprucing up the park. It looks great!
Participants: 100 volunteers



- October 22 – The Carver Center elementary school girls enjoyed a fun day at the Carver Center at Ms. LaToya's Tea Party. The event included a tea party, confidence building discussion, and a photo shoot. Participants: 10 children / 7 adults



- October 28 –The neighborhood children enjoyed touring the “Carver Center House of Horrors.” The South Pablo Beach community enjoyed a surprising ghoulish treat when the Carver Center was transformed into a scare zone for the evening with their own haunted house. Fun was had by all and there were plenty of screams to go around.



- October 31 – The Carver Center staff and children enjoyed Halloween with games and lots of candy.



Participants per class:

Homework	Monday through Thursday	Participants = 30
Dance Team	Monday	Participants = 10
Dance Team	Thursday	Participants = 15
Yoga	Tuesday	Participants = 15
Line dance	Monday	Participants = 24
Line dance	Wednesday	Participants = 24
BEAM	Wednesday	Participants = 23
Art class	Wednesday	Participants = 15
Pilates	Friday	Participants = 20
Open center	Monday through Friday	Participants = 115

Donations

A special THANK YOU to all the participants in the Global Day of Service project.



Volunteers

- Ocean City Church Tuesday 3 volunteers
- Ponte Vedra High School Wednesday 5 volunteers (students)
- Discovery Montessori School Tuesday 7 volunteers (teachers)
- Brette Reiman
- Janet Thomasson
- Joan Grune

Sports Program

- The Carver Center flag football team began gearing up for an exciting season. Practice took place on Thursday and Friday evenings.



- The Young Men of Carver are looking forward to the Police Athletic League's basketball league which begins in January. Practice for junior and senior boys begins November 1. A schedule of practices and games will be available by the end of November.

TENNIS

- The Tennis Center is experiencing an increase in new adult men, ladies, and junior participation. This may be attributed to more phone calls, walk-ups, new tennis clinics, and friends inviting their friends to try tennis. Junior clinics are held on Mondays, Tuesdays, and Wednesdays. New adult clinics begin the week of November 14 and will accommodate beginner, intermediate, and advanced players. The tennis clinics require an RSVP. The first eight (8) participants that sign in at the facility or call to reserve a spot may participate.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

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MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Ann Meuse, Human Resources Director
SUBJECT: Resolution Number 1969-2016, Amending the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions, Effective October 1, 2016.
DATE: December 8, 2016

ACTION REQUESTED

Adopt Resolution Number 1969-2016, Amending the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions.

BACKGROUND

The City's Classification and Pay Plan provides for the assignment of job classifications and salary ranges for each nonunion position. The plan is intended to establish salary grades which compare satisfactorily with public and private employers in competitive market areas to allow the City to attract and retain highly qualified employees.

In 2013 the City contracted with Cody & Associates to conduct a Study of Classification and Salaries, which included a review of job descriptions, job titles and salary ranges for all LIUNA and nonunion positions. In April 2016 the City engaged Cody & Associates to update the 2013 study, to determine whether the City was still competitive with other employers in the surrounding labor market. Based on their analysis, Cody & Associates found that approximately 70% of the City's minimum salary rates needed



Memorandum to George D. Forbes

December 8, 2016

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to be adjusted. The changes recommended by Cody & Associates for the current Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions are highlighted in *Attachment A*.

In addition to the changes recommended by Cody & Associates, the Pay Plan includes changes to the City's automobile allowance to reflect market conditions. The key change is that automobile allowances are being raised from \$300 a month to \$400 a month, since the \$300 a month automobile allowance has not been raised in over twenty-two years.

RECOMMENDATION

Adopt Resolution Number 1969-2016, Amending the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions, effective October 1, 2016.

Introduced By: _____

Adopted: _____

RESOLUTION NUMBER 1969-2016

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NONUNION) CITY POSITIONS, EFFECTIVE OCTOBER 1, 2016.

WHEREAS, The City Council has adopted a Classification and Pay Plan which establishes job classifications and salary ranges for each position which are competitive with similar positions in the labor market, and

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

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

SECTION 1. The City amends the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions attached hereto as *Attachment A*, dated October 1, 2016, which: 1) adjusts the pay grades for certain positions according to market conditions 2) changes certain job titles to better describe the essential functions of the job and 3) changes the City automobile allowance to reflect market conditions.

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

SECTION 3. This resolution shall take effect October 1, 2016.

AUTHENTICATED this ____ day of _____ 2016.

William C. Latham, Mayor

Laurie Scott, City Clerk

CITY OF JACKSONVILLE BEACH
POSITION CLASSIFICATION AND PAY PLAN



Classification and Pay Plan

For

**Managerial, Professional, Administrative and Unclassified
(Nonunion)**

Effective October 1, 2016

CITY OF JACKSONVILLE BEACH
Introduction to the Position Classification and Pay Plan

The Position Classification and Pay Plan for the City of Jacksonville Beach was prepared in July, 1990 and subsequently revised. The Plan is divided into three major sections:

Section I: General Rules and Regulations

Provides for the rules which guide the administration of the Position Classification and Pay Plan.

Section II: Classification and Pay Grades

Provides for the assignment of a classification and pay grade to each position within the plan.

Section III: Pay Grade Schedule

Provides pay grades and pay ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

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

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

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

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

**SECTION I
GENERAL RULES AND REGULATIONS**

A. Administration of the Pay Plan

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

B. Appointments and Starting Rates

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

- 4) Police Sergeants promoted to Commander shall receive a minimum 10% pay increase. Upon successful completion of 6 months service in the new position, they will be eligible for an additional 10% pay increase. Fire Lieutenants promoted to Captain shall be eligible for a 20% increase in pay.

C. Merit Increases/Lump Sum Payments

- 1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic, but based upon an evaluation of performance of an individual.
- 2) An employee may be eligible for a merit advancement annually, on the anniversary date of their employment in the position, as warranted by performance, provided there are funds available for the increase.
- 3) The employee may receive a salary increase or lump sum payment following an annual evaluation, based upon performance. During the budgeting process, the City Manager may recommend merit pay increases or lump sum payments based on the availability of funds. Any recommendation must be approved by the City Council.

D. Probationary Increases

Upon satisfactory completion of the probationary period as a new employee or following a promotion, the employee shall be eligible for a merit salary advancement of 3% to 5% over the employee's current rate of pay.

E. Lead Worker Category

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

F. Training Category

- 1) In the event an applicant does not meet the minimum qualifications but is otherwise qualified for the position, the hiring authority may request the appointment as a trainee. This category is used to train people on the job who have a potential to do the work but lack some of the skills or experience needed.

- 2) In such cases the employee would be hired at a rate of 10 to 30 percent below the minimum salary until the minimum qualifications have been satisfied.
- 3) The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

G. EXCEL (Excellent City Employees with Longevity) Program

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

SECTION II
CLASSIFICATIONS AND PAY GRADES –By Classification

CLASSIFICATION	POSITION TITLE	GRADE
Department Director	* Chief Financial Officer	138 137
	* Deputy City Manager	141 140
	* Director of Beaches Energy Services	141 140
	* Director of Human Resources	135 134
	* Director of Parks and Recreation	135 133
	* Director of Planning and Development	135 134
	* Director of Public Works	138 137
	* Fire Chief	137
	* Police Chief	138
Administrative, Fiscal & Related	* Accountant	126 125
	* Accounting Supervisor	130 129
	Administrative Assistant	120 119
	Assistant City Clerk	121
	* Assistant Customer Service Supervisor	125 124
	* Assistant Finance/Budget Officer	134 133
	* Assistant to the City Manager	123
	* <u>Associate Business Analyst</u>	126
	Building Maintenance Supervisor	122
	* Building Official	132 131
	* <u>Business Analyst</u>	131
	* Business Relations/Conservation Coordinator	122
	Chief Storekeeper	119
	* City Clerk	129
	Clerical Assistant	114 112
	* Customer Service Supervisor	129
	* GIS Administrator	130 129
	Human Resources Generalist	124 120
	* Information Systems Supervisor	134 133
	* Internal Auditor	129 128
	* Network Engineer	130 129
	* Payroll/Benefits Administrator	130 129
	Payroll Specialist	120 119
	* Planning Official	132 131
	Project/Safety Coordinator	118
	* Property Management Superintendent	125
	* Property and Procurement Officer	130 129
	Staff Assistant	117 116
	* Senior Planner	129 128
	* System Administrator	129 128
	* System Administrator/Public Safety	129 128
	* Utilities Accountant/Analyst	125

* Exempt from overtime under the Fair Labor Standards Act.

CLASSIFICATIONS AND PAY GRADES

By Classification

CLASSIFICATION	POSITION TITLE	GRADE
Electric Utilities	* Construction & Maintenance Supervisor	<u>132134</u>
	Electric Safety & Training Supervisor	<u>129128</u>
	* Electric Utilities Superintendent	<u>136135</u>
	* <u>Electrical Engineer</u>	<u>133</u>
	* <u>Electrical Engineer (Registered PE)</u>	<u>134</u>
	* Electrical Engineering Supervisor	<u>136135</u>
	* Meter Services Supervisor	<u>127126</u>
	* System Operations Supervisor	<u>134133</u>
	Public Works	* Distribution & Collection Superintendent
* Public Works City Engineer		<u>135134</u>
* Public Works Project Engineer		<u>135134</u>
* Streets Superintendent		<u>131130</u>
* Utility Plant Supervisor		<u>131130</u>
Utility Plant Maintenance Supervisor		<u>127125</u>
Parks and Recreation	Beach Patrol Guard	Unclassified
	Beach Patrol Lieutenant	Unclassified
	Director of Golf Instruction	<u>112111</u>
	Golf Cart/Range Attendant	<u>108107</u>
	* Golf Course Superintendent	127
	* Golf Course/Park Maintenance Superintendent	127
	* Golf Professional	126
	Golf Shop Attendant	<u>112111</u>
	Golf Starter	<u>108107</u>
	Ocean Rescue Supervisor	119
	Recreation Leader	<u>114113</u>
	Recreation Program Assistant	<u>115114</u>
	* Recreation Superintendent	<u>126125</u>
	Recreation Supervisor	<u>123122</u>
	Tennis Court Attendant	<u>108107</u>
* <u>Facility ManagerTennis Professional</u>	117	
Public Safety	* Fire Captain/Fire Marshall	405
	* Fire Captain/Shift Commander	404
	Police Accreditation Manager	122
	* Police Commander	133
	Police Officer Part Time	180
	Police Records Supervisor	119
	Police Sergeant (Non-Union)	182
	Police Volunteer Coordinator	<u>115114</u>
	Public Safety Communications Supervisor	<u>126125</u>
	School Crossing Guard	Unclassified

*Exempt from overtime under the Fair Labor Standards Act.

CLASSIFICATIONS AND PAY GRADES
By Grade

GRADE	POSITION TITLE
<u>108107</u>	Golf Cart/Range Attendant
<u>108107</u>	Golf Starter
<u>108107</u>	Tennis Court Attendant
<u>112111</u>	Golf Shop Attendant
<u>112111</u>	Director of Golf Instruction
<u>114112</u>	Clerical Assistant
<u>114113</u>	Recreation Leader
<u>115114</u>	Police Volunteer Coordinator
<u>115114</u>	Recreation Program Assistant
<u>117116</u>	Staff Assistant
117	* Facility Manager Tennis Professional
118	Project/Safety Coordinator
<u>120119</u>	Administrative Assistant
119	Chief Storekeeper
119	Ocean Rescue Supervisor
<u>120119</u>	Payroll Specialist
119	Police Records Supervisor
<u>124120</u>	Human Resources Generalist
121	Assistant City Clerk
<u>125121</u>	* Assistant Customer Service Supervisor
122	Building Maintenance Supervisor
122	* Business Relations/Conservation Coordinator
122	Police Accreditation Manager
<u>123122</u>	Recreation Supervisor
123	* Assistant to the City Manager
<u>126125</u>	Public Safety Communications Supervisor
<u>126125</u>	* Accountant
125	* Property Management Superintendent
<u>126125</u>	* Recreation Superintendent
125	* Utilities Accountant/Analyst
<u>127125</u>	Utility Plant Maintenance Supervisor
126	* Golf Professional
<u>126</u>	* <u>Associate Business Analyst</u>
127	* Golf Course Superintendent
	Golf Course/Parks Maintenance
127	* Superintendent
<u>127126</u>	* Meter Services Supervisor
<u>129</u>	<u>Electric Safety & Training Supervisor</u>
<u>129128</u>	* Internal Auditor
<u>129128</u>	* Senior Planner
<u>129128</u>	* System Administrator
<u>129128</u>	* System Administrator/Public Safety

* Exempt from overtime under the Fair Labor Standards Act.

CLASSIFICATIONS AND PAY GRADES
By Grade

GRADE	POSITION TITLE
130129	* Accounting Supervisor
129	* City Clerk
129	* Customer Service Supervisor
<u>131</u>	* <u>Business Analyst</u>
130129	* GIS Administrator
130129	* Network Engineer
130129	* Payroll/Benefits Administrator
130129	* Property and Procurement Officer
131130	* Distribution & Collection Superintendent
131130	* Streets Superintendent
131130	* Utility Plant Supervisor
132131	* Building Official
132131	* Construction & Maintenance Supervisor
132131	* Planning Official
134133	* Assistant Finance/Budget Officer
135133	* Director of Parks and Recreation
134133	* Information Systems Supervisor
133	* Police Commander
134133	* System Operations Supervisor
135134	* Director of Human Resources
135134	* Director of Planning and Development
135134	* Public Works City Engineer
135134	* Public Works Project Engineer
136135	* Electrical Engineering Supervisor
136135	* Electric Utilities Superintendent
138137	* Director of Public Works
138137	* Chief Financial Officer
137	* Fire Chief
138	* Police Chief
141140	* Deputy City Manager
141140	* Director of Beaches Energy Services
180	Police Officer Part Time
182	Police Sergeant (Non-Union)
404	* Fire Captain/Shift Commander
405	* Fire Captain/Fire Marshall
Unclassified	Beach Patrol Guard
Unclassified	Beach Patrol Lieutenant
Unclassified	School Crossing Guard

* Exempt from overtime under the Fair Labor Standards Act.

SECTION III

PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
107	\$8.05 \$16,494.40	\$10.46 \$21,756.80	\$12.86 \$26,748.80
108	\$8.33 \$17,326.40	\$10.94 \$22,755.20	\$13.55 \$28,184.00
109	\$8.75 \$18,200.00	\$11.46 \$23,836.80	\$14.17 \$29,473.60
110	\$9.19 \$19,115.20	\$12.05 \$25,064.00	\$14.90 \$30,992.00
111	\$9.65 \$20,072.00	\$12.67 \$26,353.60	\$15.68 \$32,614.40
112	\$10.13 \$21,070.40	\$13.27 \$27,601.60	\$16.40 \$34,112.00
113	\$10.64 \$22,131.20	\$13.95 \$29,016.00	\$17.26 \$35,900.80
114	\$11.17 \$23,233.60	\$14.66 \$30,492.80	\$18.15 \$37,752.00
115	\$11.73 \$24,398.40	\$15.37 \$31,969.60	\$19.01 \$39,540.80
116	\$12.32 \$25,625.60	\$16.15 \$33,592.00	\$19.97 \$41,537.60
117	\$12.94 \$26,915.20	\$16.96 \$35,276.80	\$20.98 \$43,638.40
118	\$13.59 \$28,267.20	\$17.82 \$37,065.60	\$22.04 \$45,843.20
119	\$14.27 \$29,681.60	\$18.71 \$38,916.80	\$23.15 \$48,152.00
120	\$14.98 \$31,158.40	\$19.64 \$40,851.20	\$24.30 \$50,544.00
121	\$15.73 \$32,718.40	\$20.62 \$42,889.60	\$25.50 \$53,040.00
122	\$16.52 \$34,361.60	\$21.68 \$45,094.40	\$26.83 \$55,806.40
123	\$17.35 \$36,088.00	\$22.74 \$47,299.20	\$28.13 \$58,510.40
124	\$18.22 \$37,897.60	\$23.89 \$49,691.20	\$29.55 \$61,464.00

*Annual salaries based on 2080 hours worked in a twelve-month period.

PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
125	\$19.13 \$39,790.40	\$25.09 \$52,187.20	\$31.05 \$64,584.00
126	\$20.09 \$41,787.20	\$26.33 \$54,766.40	\$32.57 \$67,745.60
127	\$21.09 \$43,867.20	\$27.64 \$57,491.20	\$34.19 \$71,115.20
128	\$22.14 \$46,051.20	\$29.02 \$60,361.60	\$35.89 \$74,651.20
129	\$23.25 \$48,360.00	\$30.48 \$63,398.40	\$37.70 \$78,416.00
130	\$24.41 \$50,772.80	\$31.99 \$66,539.20	\$39.57 \$82,305.60
131	\$25.63 \$53,310.40	\$33.59 \$69,867.20	\$41.55 \$86,424.00
132	\$26.91 \$55,972.80	\$35.27 \$73,361.60	\$43.63 \$90,750.40
133	\$28.26 \$58,780.80	\$37.04 \$77,043.20	\$45.81 \$95,284.80
134	\$29.67 \$61,713.60	\$38.88 \$80,870.40	\$48.09 \$100,027.20
135	\$31.15 \$64,792.00	\$40.82 \$84,905.60	\$50.48 \$104,998.40
136	\$32.71 \$68,036.80	\$42.87 \$89,169.60	\$53.03 \$110,302.40
137	\$34.35 \$71,448.00	\$45.02 \$93,641.60	\$55.69 \$115,835.20
138	\$36.07 \$75,025.60	\$47.27 \$98,321.60	\$58.46 \$121,596.80
139	\$37.87 \$78,769.60	\$49.64 \$103,251.20	\$61.41 \$127,732.80
140	\$39.76 \$82,700.80	\$52.11 \$108,388.80	\$64.45 \$134,056.00
182	\$28.03 <u>27.75</u> \$58,302.40 <u>57,720.00</u>	\$32.50 <u>32.18</u> \$67,600.00 <u>66,934.40</u>	\$36.97 <u>36.60</u> \$76,897.60 <u>76,128.00</u>
<u>141</u>	<u>41.74</u> <u>\$86,828.00</u>	<u>54.69</u> <u>\$113,760.00</u>	<u>67.64</u> <u>\$140,692.00</u>
*404	\$21.28 \$61,967.36	\$24.60 \$71,635.20	\$27.91 \$81,273.92
405	\$29.79 \$61,963.20	\$34.44 \$71,635.20	\$39.08 \$81,286.40

*Annual salary based on 2912 hours worked in a twelve month period.

All other annual salaries based on 2080 hours worked in a twelve-month period.

**UNCLASSIFIED POSITIONS
PAY RANGES**

Beach Patrol Guard

1 st year	\$10.64
2 nd year	\$11.17
3 rd year	\$11.48
4 th year	\$11.78
5 th year	\$12.11

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

Rescue Swimmer \$12.85
Requires Emergency Medical Technician Certification

Beach Patrol Lieutenant \$14.87

School Crossing Guard

1 st year	\$8.75 <u>9.01</u> *
2 nd year	\$9.02 <u>9.29</u> *
3 rd year	\$9.29 <u>9.57</u> *
4 th year	\$9.57 <u>9.86</u> *
5 th year	\$9.86 <u>10.16</u> *
6 th year	\$10.15 <u>10.45</u> *

*Includes a 1 hour per assignment minimum - 1 hour in the morning & 1 hour in the afternoon

ADDITIONAL PAYS

<u>License/Certification/Allowance</u>	<u>Annual Amount</u>	<u>Position Eligible</u>
Certified Public Accountant	\$1200	Any Department Director or Administrative, Fiscal & Related employee possessing a current Certified Public Accountant license issued by the Florida Department of Business and Professional Regulation, Board of Accountancy
Payroll Professional Certification	\$500	Payroll Specialist
Certified Golf Course Superintendent	\$1500	Golf Course Superintendent Director of Parks and Recreation
<u>Automobile Allowance</u>	<u>\$4,800</u>	<u>*City Manager</u> <u>Deputy City Manger</u> <u>Chief Financial Officer</u> <u>Director of Beaches Energy</u> <u>Director of Human Resources</u> <u>Director of Parks & Recreation</u> <u>Director of Planning & Development</u> <u>Director of Public Works</u> <u>Fire Chief</u>
	<u>\$3,600</u>	<u>City Engineer</u> <u>Public Works Project Engineer</u> <u>Property and Procurement Officer</u> <u>City Clerk</u>

(*Automobile Allowance for City Manager applicable in lieu of City provided vehicle.)

City of
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www.jacksonvillebeach.org

MEMORANDUM

To: George D. Forbes, City Manager

From: William C. Mann, Planning and Development Director 

Re: Ordinance No. 2016-8085, renaming a portion of Burling Way to 34th Avenue South.

Date: November 23, 2016

ACTION REQUESTED:

Adopt Ordinance No. 2016-8085, renaming an isolated segment of Burling Way located immediately west of Isabella Boulevard and south of Osceola Avenue, to 34th Avenue South, and changing the addresses of the four affected properties on that segment of roadway. (applicants - Fland Sharp, Mike Wren, and Philip Murphey)

BACKGROUND:

Staff received correspondence earlier this month from Fland Sharp and several of his neighbors formally requesting that the small segment of Burling Way that they live on at the west end of 34th Avenue South, west of Isabella Boulevard, be re-named to become a part of 34th Avenue South (Correspondence attached). They explained that the current naming of their street as Burling Way creates a public safety issue if and when first responders or others might have to locate their residences/properties.

Staff agrees with the property owners that the current naming of their street as Burling Way is problematic for the purpose of public safety response. It is also confusing to the general public who might be trying to locate any one of the applicant's homes for the first time, as this portion of Burling Way is physically detached from the balance of Burling Way that terminates six blocks to the north, on the north side of Osceola Ave.



According to historical platting of this area of the city, Burling Way originally ran from Millie Drive on its north end to 37th Avenue South on its south end, but the street remained predominantly undeveloped south of Osceola Avenue. When land in that general area was assembled and developed into the *Ocean Cay* single-family subdivision in 1996 and 1997, the majority of the undeveloped portion of Burling Way south of Osceola Avenue was formally abandoned by the City, and the land within that former right of way was incorporated into the street and lot layout of *Ocean Cay*. That development left only a small segment of Burling Way located south of the *Ocean Cay* subdivision, where the three applicants now reside. (See attached Location Map)

There is also one undeveloped lot in this small isolated stretch of Burling Way, and staff reached out to its owner, Mrs. Betty Kelley (Jacksonville resident), to explain the requested road name change. Her lot actually bears the address of "0" Miami Boulevard in the Property Appraiser's database, because before *Ocean Cay* was developed, the former Miami Boulevard right of way tied into Burling Way across the street from her lot. Mrs. Kelley expressed no objection to the proposed name change to 34th Avenue South, and agreed that it would make her property easier to locate.

Following approval of the attached ordinance, staff will contact the U.S. Postal Service, and Jacksonville and Jacksonville Beach Emergency and Police officials to inform them of the changed street segment name and addresses.

RECOMMENDATION:

Adopt Ordinance No. 2016-8085, renaming an isolated segment of Burling Way located immediately west of Isabella Boulevard and south of Osceola Avenue, to 34th Avenue South and changing the addresses of the four affected properties on that segment of roadway.

OCEAN CAY

555

563

571

34th Ave S

558

MURPHEY

KELLEY
(vac.)

WREN

SHARP

Burling Way

Isabella Blvd

34th Ave S

Palms
Presbyterian
Church

35th Ave S

N



From: **Fland Sharp** fland.sharp@gmail.com
Subject: 34 Ave. South
Date: September 26, 2016 at 4:18 PM
To: Fland Sharp fland.sharp@gmail.com

George Forbs,
City Manager
City of Jacksonville Beach

Dear George,

The street we live on is 34TH Ave. South however my two next door neighbors and myself have addresses on Burling Way which is almost a mile from our location . We are the last three houses on 34TH Ave. S. which is a dead end street and are the only homes in this neighborhood with Burling Way address .

This situation is a result of the original platt of the 1930s being redrawn over the years to accommodate new development, the most recent of which is Paradise Key. If you try to find us using GPS it will not even bring you to our neighborhood . We believe this is a public safety issue for us as our police, fire, and rescue officers have from time to time understandably had difficulty finding ~~our~~ us.

We would like to have our address changed to reflect the street we live on which is 34TH Ave. South.

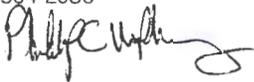
Fland Sharp
3557 Burling Way
422-1933



Mike Wren
3555 Burling Way
424-4151



Philip Murphey
3503 Burling Way
504-2036



RECEIVED

NOV - 7 2016

PLANNING & DEVELOPMENT

Introduced by: Council Member Jeanell Wilson
 1st Reading: December 5, 2016
 2nd Reading: _____

ORDINANCE NO. 2016-8085

AN ORDINANCE RENAMING A PORTION OF A CERTAIN STREET LOCATED IN THE *OCEAN VIEW HIGHLANDS* SUBDIVISION.

WHEREAS, the possibility for confusion presently exists as to the location of certain streets within the City of Jacksonville Beach; and

WHEREAS, this confusion of location creates a dangerous situation for public safety services when responding to emergency calls or situations; and

WHEREAS, it is deemed necessary and in the public interest to change the name of a portion of a certain street located in the *Ocean View Highlands* residential subdivision.

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

SECTION 1. That the following street segment and associated lots of record located in the City of Jacksonville Beach, Florida be changed as indicated and henceforth shall be known under the new name and numerical addresses so indicated:

STREET SEGMENT NOW KNOWN AS:	SHALL HENCEFORTH BE KNOWN AS:
Burling Way, West of Isabella Boulevard to its Southerly terminus	34 th Avenue South
PROPERTY ADDRESSES NOW KNOWN AS:	SHALL HENCEFORTH BE KNOWN AS:
3503 Burling Way	580 34 th Avenue South
0 Miami Boulevard	582 34 th Avenue South
3555 Burling Way	584 34 th Avenue South
3557 Burling Way	586 34 th Avenue South

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 __ DAY OF _____, A.D., 2016.

William C. Latham, Mayor

Laurie Scott, City Clerk