



Agenda
City Council

Monday, February 20, 2017

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.

CALL TO ORDER

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

ROLL CALL

APPROVAL OF MINUTES

- a. **17-024** Council Briefing Held February 6, 2017
- b. **17-025** Regular City Council Meeting Held February 6, 2017
- c. **17-032** City Council Workshop Held February 8, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- 17-026** Employee of the Quarter Presentation

CITY CLERK

CITY MANAGER

- a. 17-027 Accept the Monthly Financial Reports for the Month of January 2017
- b. 17-028 Adopt Projects for Inclusion the FY 2017-2018 Community Development Block Grant (CDBG) Application to the City of Jacksonville
- c. 17-029 Authorize the City Manager to Sign an Access Agreement with EVgo Services LLC., for an Electric Vehicle Fast Charging Station

RESOLUTIONS

- a. 17-030 **RESOLUTION NO. 1971-2017**
A RESOLUTION REVISING ELECTRIC RATES FOR BEACHES ENERGY SERVICES.
- b. 17-031 **RESOLUTION NO. 1972-2017**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUPPORTING INITIATIVES IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF PLASTIC BAGS ON OUR ENVIRONMENT. (Requested by Council Member Hoffman)

ORDINANCES**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 Briefing
Monday, February 6, 2017 – 5:15 P.M.
City Council Chambers
11 North 3rd Street, Jacksonville Beach, FL

The Council Briefing began at 5:15 P.M.

The following City Council Members attended:

Mayor Charlie Latham

Lee Buck
Keith Doherty
Chris Hoffman
Bruce Thomason
Phil Vogelsang (*absent*)
Jeanell Wilson

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

Purpose of Briefing

The purpose of the briefing is to update the Council Members on projects, and discuss criteria the Board of Adjustment uses to grant variances.

City Manager

Mr. Forbes announced the Ribbon Cutting for the new Skate Park at South Beach Park would be held on Thursday, March 16, 2017, at 10:00 A.M.

Mr. Forbes announced the availability of grant funding through the State of Florida. The deadline to submit an application [as required by the House of Representatives] to the State is February 7, 2017. Funding would be requested for the following projects:

- Purchase of Taylor Property [Near Beach Marine]
- Electrical Relocation [Near Kings Road Bridge]
- Outfalls and walkovers (at the beach)
- Improve dune walkovers and extend stormwater outfalls [oceanfront]

Police Department

In the year 2016, Police Chief Pat Dooley explained there had been a significant increase in auto burglaries and auto thefts. In 90 to 95 percent of the cases, the vehicles were left unlocked, or keys and valuables were left in the vehicles. He discussed the Jacksonville Beach Police Department's Public Service campaign "Lock It or Lose It."

Mr. Forbes informed the Council he would bring before the Planning Commission the Low Volume Noise Ordinance. Police Chief Dooley explained his intent is to work with the Planning Commission members in providing more clarity and direction with the ordinance.

Public Works

Mr. Forbes announced the new solid waste collection service started on Monday, February 6, 2017. He distributed a copy of the Advance Disposal's postcard notice to the Council Members. The notice, mailed to their customers, covers scheduling and vendor contact information as well as the map for the new bulky item pick-up collection throughout the city. He shared that if you were to go online to www.AdvanceDisposal.com/JaxBch, you would find similar customer information that was on their notice. Also, Mr. Forbes advised customers may now contact the vendor directly, as opposed to contacting the Public Works Department, with any concerns or complaints.

Mr. Forbes explained the Water Main Extension project in the area of Beach Boulevard to Hopson Road. The project would build a water main through the city easement to service the Church of Our Savior and to meet city loop needs for Hopson Road with upsizing the water main line from six inches to eight inches. The City would pay for the water main upsize above the Church's needs due to the line running throughout the neighborhood.

Mr. Forbes reported on the 96-parking space construction project at the parking lot at 2nd Street North between 3rd and 4th Avenue. [Downtown] He advised the contractor is awaiting delivery of materials to begin the project. He stated that he hopes to have the job substantially completed by July 4, 2017.

Mr. Forbes said he is working in conjunction with the Fire Chief and Fire Marshal to look into the possibility of the fireworks for the Fourth of July, to be fired from the Jacksonville Beach Pier. He believes that with very little cost, they may be able to get an area of the pier, not severely damaged by Hurricane Matthew, to shoot off the fireworks.

Mr. Forbes announced that half of the street in the area of the 1st Avenue South street end, would be closed to allow for a two-building, four-unit, condominium construction project. The City will issue a permit and the contractor will pay a monthly fee for the permit allowing the street closure.

Human Resources

The Human Resources Director, Ann Meuse, explained the City's recently acquired NEOGOV software. She stated NEOGOV is an application and recruitment tracking software program utilized by over 100 cities in Florida. The software allows the applicant to apply online, on their cell phones and I-Pads. All jobs are advertised on govjobs.com. They went live with the software on February 1st, 2017. She reported they have already seen a dramatic increase in the number of applications received by Human Resources. A benefit of the program would be once an applicant applies, they can see how their application is processing – if it is in the review stage, or testing state, for example. The applicant can also set their own time for testing.

Parks and Recreation

Pontem Cemetery Management Software, went live online as reported by Parks and Recreation Director, Mary Ellen Donner, on February 1, 2017. Pontem allows users to track information about gravesites, owners, and occupants for the H. Warren Smith Cemetery. You can access the program through the City's website. It also includes an "App" that you can download to your cell phone.

Upcoming Projects

Mr. Forbes reported on the RD Rezoning Application to rezone a 1.31-acre parcel of oceanfront land located at the Northeast corner of 1st Street North and 6th Avenue North from *Commercial, Limited: C-1 to Redevelopment District* to allow a mixed use hotel/commercial/residential project. The property is located at 715 1st Street North. [Atlantis – Ocean View] The application is scheduled to go before the Planning Commission on Monday, February 13, 2017, at 7:00 PM.

Mr. Forbes reported the City is obtaining quotes for Live Streaming video equipment for the Council Chambers. The purpose of the video equipment would be to live stream, through the Internet, the City Council and various board meetings for public viewing. Estimated costs for the equipment is plus or minus \$20,000 with an annual service fee of \$6,000. Also, the countdown timer for the Council Chamber was purchased. The countdown timer would assist in the management of speaker's time during the meetings.

Board of Adjustment

At the suggestion of City Council Members, the City Attorney presented information and guidance on the determination of a hardship relative to variance applications and other Board of Adjustment matters.

“City of Jacksonville Beach Variance Procedures” was prepared and discussed by the City Attorney, Susan Erdelyi. [attached]. Topics covered by Mr. Forbes and Ms. Erdelyi and Planning and Development Director, Bill Mann:

- What is the function of the Board of Adjustment?
- What authority does the Board of Adjustment have?
- What is a variance?
- What is a hardship?
- What types of variances may be granted under the City's codes?
- What is the process for obtaining a variance?
- What requirements apply to the decision makers in connection with granting/denying applications for variances?
- What Board of Adjustment concerns are unique to the City of Jacksonville Beach?
- How does “grandfathering” or non-conforming structures impact variance applications?

A “Citizen's Guide to Variances” and a “Citizen's Guide to Quasi-Judicial Process” has been drafted to educate citizens about the law and procedures for variance applications and quasi-judicial proceedings. Educational training will be conducted at a Board of Adjustment meeting for members and Council Members (if they wish to attend) on a meeting night which has a “light agenda.”

Planning and Development Director, Bill Mann, also discussed potential options for consideration relative to existing zoning regulations. They are:

- Adding single-family as a permissible use in RM-1 and RM-2 (Multi-family) zoning districts
- Reducing side yard setbacks for two-family dwellings (10 feet on each side), to make them consistent with setbacks for single-family dwellings in RS-3 zoning districts (minimum 5 feet on each side, with 15 feet minimum, total)

- Increasing lot coverage for two-family dwellings in RS-3, RM-1, and RM-2 zoning districts. (Past approvals range anywhere from 45 percent to 65 percent that is currently allowed for multiple family dwellings in RM-1 and RM-2 districts)

Council Member Projects and Suggestions

- Mr. Forbes reported Council Member Vogelsang would like to discuss adding an area for toddlers to the Splash Pad at South Beach Park and Sunshine Playground. Mr. Vogelsang will provide more details on his plans at the next scheduled Council Briefing.

- *Council Member Doherty –*

Mr. Doherty stated that residents have reached out to him to discuss the need for additional tennis courts. He asked Council to consider adding an eighth tennis court at the Huguenot Facility and repositioning the basketball court. Mr. Forbes estimated the project might cost plus or minus \$100,000, and this project could be considered as part of the budget process.

- *Council Member Hoffman –*

Ms. Hoffman recommended looking at replacing a bike rack located at Sunshine Park. She stated the bike rack does not reflect the aesthetics of the park.

Ms. Hoffman asked if the Council would take into consideration reviewing the regulations on the hours dogs are permitted on the beach during the winter months. Mr. Forbes stated that it would be a good idea if all three Beaches had the same regulations and it would make it easier to enforce. Mr. Doherty suggested posting a sign with the City of Jacksonville Beach's rules for dog owners at the city limit.

Also, Ms. Hoffman asked Council to consider supporting a resolution, which would be largely symbolic, supporting state legislation allowing coastal communities to look at banning plastic bags. Mayor Latham stated he is not for the intent but would support the initiative. The key, he believes, would be to educate the public on how to recycle plastic bags correctly.

- *Council Member Buck -*

Mr. Buck requested a review on removing the barrier at 16th Avenue North and 17th Avenue North along 1st Street and replacing them with stop signs. Mr. Forbes explained they previously held a public meeting on this matter, and the public overwhelmingly opposed the removal of the barrier.

- *Council Member Wilson –*

Ms. Wilson asked to consider starting a discussion on the sport of Pickleball and a location within the City in which participants would be able to play.

Mr. Forbes ended the briefing by stating that the City needs to be financially conservative with future projects with the understanding that we must maintain the current projects we have built.

Minutes of City Council Briefing
held on Monday, February 6, 2017, at 5:15 P.M.

The briefing adjourned at 6:45 P.M.

Submitted by: Laurie Scott
City Clerk

Approved:

William C. Latham, Mayor

Date: February 20, 2017

Draft

**Minutes of Regular City Council Meeting
held Monday, February 6, 2017, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: William C. Latham

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

Also present were City Manager George Forbes, City Clerk Laurie Scott, and Staff Assistant Mandy Murnane.

APPROVAL OF MINUTES

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

- Regular City Council Meeting held on January 17, 2017

ANNOUNCEMENTS:

Mr. Thomason encouraged those in attendance to avoid looking at social media websites for information about the City of Jacksonville Beach. He stated information can be found on the City's website. He added any questions or concerns should be directed to the City of Jacksonville Beach staff or a Council Member.

Ms. Hoffman informed the audience that the City of Jacksonville Beach Facebook page is a reliable and factual informational portal.

Mayor Latham explained the importance of workshops and the exchanging of information with the public. The key is communication, and any concerns can be brought to the Council Members to be addressed.

COURTESY OF THE FLOOR TO VISITORS

Speakers:

- Tony Komarek, 533 11th Avenue South, Jacksonville Beach, spoke regarding the density and parking issues in the City.
- Julie Malmstrom, 2042 2nd Street South, Jacksonville Beach, spoke regarding the lack of speed limit and stop signs in her area.
- Jon McGowan, 5 North 17th Avenue, Unit 401, Jacksonville Beach, questioned the status of the City being designated a “Purple Heart City.” He brought to the attention of the City Council that there were “pub crawls” being scheduled in the City and they should be regulated.

MAYOR AND CITY COUNCIL

(a) Item #17-020, Appointment of One Alternate Member to the Planning Commission.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to nominate Britton Sanders for reappointment to the Planning Commission for a new four-year term expiring on December 31st, 2020.

Mayor Latham stated the City Council had publicly conducted interviews with candidates for appointed positions on City Boards.

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

(b) Item # 17-021, Appointment of One Alternate Member to the Board of Adjustment.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to nominate Francis Reddington for reappointment to the Board of Adjustment for a new two-year term expiring on December 31st, 2018.

Mr. Buck complimented the community due to the impressive amount of qualified applicants.

Ms. Wilson would like to re-address the current term limits of the Boards based on the amount of qualified applicants.

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

CITY CLERK

CITY MANAGER:

(a) Item # 17-016, Receive Information Regarding the 26.2 with Donna, The National Marathon to Fight Breast Cancer.

Donna Deegan, the event organizer, presented the City Council with a framed marathon poster in honor of 10th Anniversary of the 26.2 with Donna National Marathon, and thanked them for their continuing support.

Ms. Hoffman asked Ms. Deegan about the memorial brick sales. It was reported that there were over one hundred brick sales last month, not including the additional replicas that can be ordered from home.

Mr. Thomason thanked The Donna Marathon for the work that they do and inquired if they had paid all fees.

Mayor Latham stated his support for the marathon.

The City Manager reminded Ms. Deegan that she was selling bricks but had not yet received permission from Public Works Director regarding this project.

Mr. Doherty congratulated Ms. Deegan on the ten-year anniversary of the marathon. He asked Ms. Deegan if she was aware of the road construction on 1st Street. Ms. Deegan stated that issue had been worked through as far as the course was concerned.

(b) Item # 17-018, Award Projects 1, 2, 3 and 7 to the Lowest Qualified Bidder, R&D Landscape and Reject Projects 4, 5 and 6 from Bid Number 1617-02 Titled Installation of Irrigation Systems.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Projects 1, 2, 3 and 7 to the lowest qualified bidder, R&D Landscape. Reject Projects 4, 5 and 6, in Bid Number 1617-02, titled Installation of Irrigation Systems, as described in the memorandum from the Property and Procurement Officer, dated January 22, 2017.

Mr. Forbes explained the approval of this bid would include new irrigation systems at Seawalk Pavilion, Latham Plaza, and Oceanfront Park. The bid also includes planting new sod around the statue in Oceanfront Park. He added these are maintenance issues, and the irrigation systems need to be rebuilt for the upkeep of the grass.

Ms. Wilson asked about the life expectancy and the warranty of the new irrigation systems.

Mr. Forbes stated the life expectancy is at least ten years based on the activity in the area.

Jason Phitides, Property and Procurement Officer, commented there is a one-year warranty on the labor and the materials.

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

(c) **Item # 17-022, Ratify the Collective Bargaining Agreement with Laborer's International Union of North America (LIUNA), Local 630, Effective October 1, 2016.**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to ratify the three-year contract with Laborer's International Union of North America, Local 630, effective October 1, 2016.

Mr. Forbes explained the majority of the employees that this contract covers are Beaches Energy and Public Works. He commended Ann Meuse, Human Resources Director, and Karen Nelson, Chief Financial Officer, for their work on this contract. This contract ensures City employees are paid at the market rate and paid fairly.

He stated the contract has been ratified by the union. He pointed out on Page 46, Section 29.7 of the contract, the word "was" should be inserted, and on Page 51, Section 33.1, the word "the" should be deleted.

Ms. Wilson questioned if the rate increase would be retroactive to October 1, 2016, and if the increases were included in the budget.

Mr. Forbes confirmed the contract is retroactive, starting on October 1, 2016, and the pay increase will be included on a future budget modification; however, the funds are available.

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

RESOLUTIONS:

Item # 17-023, RESOLUTION NUMBER 1970-2017

Mayor Latham requested that the City Clerk read Resolution No. 1970-2017, by title only, whereupon Ms. Scott read the following:

"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. (This Resolution adds one nonunion position, a Database Administrator)"

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution Number 1970-2017, amending the Classification and Pay Plan for Managerial, Professional, Administrative, and Unclassified (Nonunion) City positions, effective October 1, 2016. This will reclassify the Computer Systems Operator position to a nonunion position and change the position title and grade to a Database Administrator (Pay Grade 126).

Mr. Forbes explained this is not a new position. He added with the union's permission, the existing position of Computer Systems Operator has been made nonunion and reclassified as Database Administrator.

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

ORDINANCES:

Item # 17-019, ORDINANCE NO. 2017-8086 (Second Reading) (Public Hearing)

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8086 (Second Reading), by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE NUMBER 2011-8001, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (This Ordinance amends the Preliminary Development Plan for the Baptist Medical Center Beaches to include the expansion of the South Pavilion of the main hospital building, including relocation of an internal roadway, and the relocation of the existing helipad.)”

Mayor Latham read the following:

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

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

In addition, the Council has received a copy of the application, and the staff and Planning Commission reports on this PUD zoning amendment request.”

Public Hearing:

Mayor Latham opened the public hearing on Ordinance No. 2017-8086, and asked for the spokesperson of Beaches Baptist Hospital to address the City Council.

Speakers:

Paul Hardin, 501 Riverside Avenue, Jacksonville, representing Baptist Medical Center Beaches, stated there are three changes. They are a modified footprint for the South Pavilion expansion, relocation of the internal roadway, and relocation of the helipad.

Mayor Latham closed the Public Hearing.

Ex-Parte Communications

Mayor Latham read the following statement for the record:

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

There were no ex-parte communications from the City Council or the Mayor.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2017-8086, amending Ordinance No. 2011-8001 governing the Baptist Medical Center Beaches, revising the approved Preliminary Development Plan to reflect the final plans for the South Pavilion expansion of the main hospital building, including the relocation of an internal roadway, and the relocation of the existing helipad.

Discussion:

Mayor Latham read the following statement for the record:

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

Mr. Doherty questioned if the height dimensions were correct as detailed on the diagram.

Bill Mann, Planning and Development Director, stated those were the approved heights for the original PUD.

Mr. Forbes added that the hospital had an existing PUD before the height limit went into effect in 2004, and the existing PUD is exempt from the height limit.

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

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the Findings of Fact, dated February 6, 2017.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:47 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

Minutes of City Council Workshop
Wednesday, February 8, 2017 – 5:15 P.M.
City Council Chambers

Mayor Latham called the workshop to order at 5:15 P.M.

The following City Council Members were in attendance:

Mayor: William C. Latham

Council Members: Lee Buck Keith Doherty (*late, 6:15 P.M.*) Christine Hoffman
Bruce Thomason Phil Vogelsang Jeanell Wilson

Also present were City Manager George Forbes, Deputy City Manager Trish Roberts, Police Chief Pat Dooley, Parks and Recreation Director Mary Ellen Donner, Special Events Coordinator Cathy Butler, City Attorney Susan Erdelyi, City Clerk Laurie Scott, and Assistant City Clerk Catherine Ponson.

Purpose of Workshop

The purpose of the workshop is to discuss festivals.

Discussion

City Manager George Forbes distributed a handout outlining discussion points regarding festivals. He introduced the new Special Events Coordinator, Cathy Butler.

He explained some of the points to discuss should be: avoiding the appearance of conflicts, the reason for holding festivals, and City Council approval of festivals by approving a tentative schedule or reservations. He added there would need to be a system for the application process.

Discussion ensued regarding:

- Revising the definition of festival;
- Festivals affecting business owners;
- Festivals during winter months;
- Changing the number of hours;
- Compliance with requirements of the policy.

Mr. Forbes stated that a conflict of interest statement should be signed that ensures no elected or appointed official or any City staff member will benefit personally or financially from the festival.

Mr. Thomason pointed out in addition to City staff, anyone who serves on a City Board should be prohibited from promoting festivals.

Mr. Forbes continued the discussion by stating the Council needs to decide on:

- Prohibiting Council Members and appointed officials from producing festivals;
- City Council approving reservations;
- The length of the festival being 20 hours or two days;
- Grandfathering;
- Two-year reservations for festivals.

Mr. Forbes suggested there should be an after action report completed after each festival. If there are numerous violations, then the festival will be canceled even if it is grandfathered in.

Mr. Doherty stated that he has dissolved the Celtic Festival and distributed the funds to St. Paul's Catholic Church. He and Mr. Vogelsang have removed themselves from the Articles of Incorporation for Beaches Oktoberfest. He has also removed himself from working with Void Magazine and Red Bull Night Riders. He stated he would not be involved in producing any event on City property for the remainder of his term on the City Council.

Mr. Vogelsang stated that the after action report applying to the grandfathered events gives the City Council the ability to cancel those events. The grandfather clause keeps good producers coming back to Jacksonville Beach.

Mr. Doherty agreed with Mr. Vogelsang and stated it is beneficial to keep the events that have a proven track record.

Mr. Forbes stated the next issue to decide on are the alcohol provisions. Those include:

1. Require festival producers and applicants for temporary liquor license (if different from the festival producer) to provide articles of incorporation and most recent IRS form 990 with the special event application;
2. Liquor licenses should not be "loaned" or "rented" from a third party – amend the Policy to require both the festival producer and the entity that obtains the temporary alcohol permit to be listed as producers and sign the special event permit;
3. For non-profit entities obtaining temporary alcohol permits for festivals, require such entities to document the net profits from alcohol sales distributed to charitable causes. If these are compiled or reviewed by a CPA should be decided;
4. Promoters should be required to provide the City with a full cost accounting report of each festival. Reports should include any funding provided to charities for each event.

Police Chief Pat Dooley reported that Florida State Law has changed to allow nonprofit organizations to obtain 12 temporary liquor licenses per year, three days each. All of the net profits from the sale of alcohol must go to the nonprofit organization.

Chief Dooley added there is no enforcement in place on the state level that checks those funds.

Mr. Doherty stated that there are different classifications of nonprofit organizations that have their profits distributed to the operating budget of that nonprofit organization. He added that asking for the monies that go to charitable causes does not fix the problem. The nonprofit organization is a charity in itself.

Mr. Vogelsang agreed with Mr. Doherty and commented that Items 1 and 2 under the alcohol provisions cover the necessary information.

Mr. Forbes summarized the City's financial considerations which include:

1. Fees and charges do not cover the City's cost of event management and administration by staff;
2. The administrative cost for City Departments that manage festivals and special events;
3. Higher deposit for festivals that do not properly clean up area.

Other considerations reviewed by Mr. Forbes were:

1. Clarify the 50% space rule for priority/VIP seating;
2. Prohibit the fencing or other obstruction around the priority seating area that would obstruct a person's view from outside the priority seating area;
3. Definitions, maximum number of days, dates and times:
 - a. Revise definition of a festival to: An event which is held in the Festival Rental Area, is more than four hours in duration, and includes the consumption, distribution or sale of alcohol;
 - b. Revise the definition of a special event to add that they are four hours or less with no live music or DJ's (only low-volume background music is allowed);
 - c. Allow a maximum of two days for festivals in October – February (except Air Show); one day for festivals in the months of March-September (except Blues Festival limited to two days).
 - i. Remove the 20-hour provision;
 - ii. Only exception would be Air Show;
 - iii. After January 1, 2018, the Blues Festival will be limited to two consecutive days.
 - d. Days & times:
 - i. Festivals: Friday, 5-10; Saturday, noon-10; Sunday, noon-8;
 - ii. Special Events: 6 am to 10 pm.

Ms. Hoffman commented that she would not want to limit the music for a four-hour special event.

Mr. Vogelsang suggested creating a "concert" exception in order for it to fall under the festival policy.

Mr. Thomason stated the definitions need to be clear to avoid confusion.

Mr. Forbes continued by reviewing event planning points as follows:

- Lengthen the period between the application of the special permit for the festival and the festival dates from 60 days to 90 days.
- Increase general, and liquor liability insurance from \$1 million to \$2 million;
- Require drivers driving on the beach to attend a Beach Driver Training course;

- State issued liquor license must be submitted to Parks & Recreation 20 days before the event;
- Event producers/organizers are responsible for obtaining fencing if they need more than the amount available from Parks & Recreation, barricades, trash cans, etc. (Public Works not responsible);
- Requests for police personnel must be submitted 60 days prior to the event;
- Road closure requests must be received by the City 30 days prior to the date of the road closure;
- If Latham Municipal Parking Lot is rented, any electric charging stations must be made available free of charge to anyone charging their car.

Mary Ellen Donner, Parks and Recreation Director, stated there are 125 pieces of fencing stored at the Seawalk Pavilion available for rental at \$500 per day. The promoter is responsible for the setup and removal of the fencing.

Other points reviewed by Mr. Forbes were:

- Festivals and other special events require a great deal of time from the Police, Fire, Parks, Public Works and other City staff to prepare for, run, clean up and tear down after;
- Event producers are often not prepared and expect staff to help set up, run or clean up after their events;
- Event producers don't comply with policy requirements (timelines, payment of fees, clean up, etc.) – current policy offers staff no recourse other than event cancellation when producers don't comply with event requirements.

Mr. Doherty asked if Council Members could receive an accounting breakdown or analysis for:

- The costs associated with the City running its own special events, such as the movie nights.
- The revenue the City receives from special events and festivals.

Mr. Forbes announced there would be a briefing before the next Council meeting and the time would be announced

The workshop adjourned at 7:11 P.M.

Submitted by: Catherine Ponson
Assistant City Clerk

Approved:

William C. Latham, MAYOR

Date: _____

MEMORANDUM

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

TO: George Forbes, City Manager
FROM: Ann Meuse, Human Resources Director
DATE: February 8, 2017
RE: Employee of the Quarter Award
4th Quarter 2016

www.jacksonvillebeach.org

It is my pleasure to announce that the following employees have been selected for the Employee of the Quarter for the 4th Quarter of 2016:

<u>Name</u>	<u>Department</u>
Chuck Saunders	Public Works
Joshua Wilcher	Beaches Energy Services

Please refer to the attached letters on their achievement.

According to our Awards Program, Chuck and Joshua should be recognized by the City Council with a personalized letter from you and the City of Jacksonville Beach Employee of the Quarter pin. I am forwarding this information to you so that a presentation can be made at the February 20, 2017, Council Meeting. The recipients will be notified to attend.

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

Attachment



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

Fax: 904.247.6276

www.jacksonvillebeach.org

February 8, 2017

Chuck Saunders
Public Works

Dear Chuck,

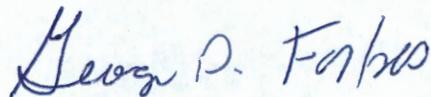
It is with great pleasure that we present you this letter of appreciation for your outstanding job performance in the Public Works department. You have been selected as an Employee of the Quarter for the 4th Quarter of 2016.

You are being recognized for:

- Saving the City \$6,342 by arranging to have a local vendor fabricate metal mounts, instead of having them shipped from overseas;
- performing an internal study on diesel versus gas generators, which has assisted the City staff and engineers in the development of a generator replacement plan;
- developing a project for storing motors that prevents moisture intrusion;
- and taking a leadership role in the employee Activities Committee, volunteering your personal time enhancing the quality of the events held for the City employees.

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

Sincerely,



George D. Forbes
City Manager



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

Fax: 904.247.6276

www.jacksonvillebeach.org

February 10, 2017

Joshua Wilcher
Beaches Energy Services

Dear Joshua,

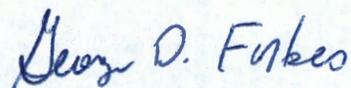
It is with great pleasure that we present you this letter of appreciation for your outstanding job performance at Beaches Energy Services. You have been selected as an Employee of the Quarter for the 4th Quarter of 2016.

You are being recognized for:

- Volunteering to lead a five man, three truck emergency response team to assist the City of Tallahassee after Hurricane Hermine;
- assisting in the restoration of over 90,000 City of Tallahassee electric customers under adverse weather conditions;
- leading your team with unparalleled composure and professionalism and ensuring their safety and the safety of the Tallahassee citizens;
- and exemplifying Beaches Energy Services "Above and Beyond" motto even while outside the Beaches Energy Services area.

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

Sincerely,



George D. Forbes
City Manager



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
SUBJECT: Monthly Financial Reports for January 2017
DATE: February 8, 2017

Action Requested

Accept the monthly financial reports for the month of January 2017.

Background

The monthly financial reports for January 2017 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 January 2017, as submitted by the Chief Financial Officer.





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: Mary Ellen Donner
Director of Parks & Recreation
DATE: January 25, 2017
SUBJECT: Proposed Community Development Block Grant Projects for
FY 2017-2018

ACTION REQUESTED

Adopt projects for inclusion in the FY 2017-2018 Community Development Block Grant (CDBG) Application to the City of Jacksonville.

BACKGROUND

The City participates with the City of Jacksonville, along with the other Beach cities, in sharing the Entitlement Funding this area receives from Federal Community Development Block Grants (CDBG). The CDBG monies must be spent to improve the quality of life for people with low and moderate incomes. The City's portion is utilized to fund the **Community Assisted Policing Effort (CAPE) Program** and the **Carver Center Recreation Program**.

We are requesting full funding for both programs in our FY 2017-2018 CDBG grant application. A breakdown of the funding request and the priority rank is below.

Proposed Projects	Proposed Funding	Priority Level
Carver Center Recreation Program:		
• Salary & Benefits for one (1) Recreation Supervisor	\$108,424.60	#1
• Salary & Benefits for one (1) Recreation Leader		
• Salary & Workers Comp for one (1) part-time year-round Tutor		
Community Assisted Policing Effort:		
• Salary & Benefits for one (1) police officer	\$65,882.02	#2
GRAND TOTAL		\$174,306.62

The City's CDBG FY 2016-2017 grant award amount was \$137,528.00 to fund these programs. Continuing these two programs at the same service level during



FY 2017-2018 requires approximately \$174,306.62. The City Manager will adjust the funding levels of the recommended projects in accordance with the priority ranking shown if there is any change in the funding.

RECOMMENDATION:

Approve the Mayor and City Manager to submit a Community Development Block Grant application for fiscal year 2017-2018 as recommended in this memorandum.

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: February 3, 2017

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

ACTION REQUESTED:

Authorize the City Manager to sign an Access Agreement with EVgo Services LLC., for an electric vehicle fast charging station.

BACKGROUND:

Approximately ten (10) 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.
- EVgo Services, LLC will install the charging station and then turn over ownership of the station to the City.
- EVgo Services LLC will also provide all preventive and corrective maintenance services for the four (4) year term of the contract. The only exclusion is the coupler.
- Beaches Energy Services retains all rights related to branding the charging station.



- After the four (4) year term, 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.
- If the City terminates the agreement prior to the end of the four (4) year term, the City will be obligated to pay EVgo a portion of the total value of the charging station which is \$12,000. In addition, the charging station would be removed and become the property of EVgo.
- The charging station becomes the permanent property of Beaches Energy Services at the end of the four (4) year term.

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. EVgo also agrees to pay the City a monthly fee to compensate for electricity usage at the charging station by EVgo enrolled customers at the rate of \$.10 per kWh.

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. For example, for a non-EVgo customer who charges an electric vehicle for 30 minutes the City would receive:

Access fee: \$5.95

Charging fee: 30 minutes x \$0.20 per minute = \$6.00

Total: \$11.95

The River City Marketplace in north Jacksonville is averaging \$45 per month at this time after having only been installed four (4) 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. The Jacksonville market will experience increased dealer incentives once EVgo completes this last installation in the greater Jacksonville area. 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 the Access Agreement with EVGO Services LLC.



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

Host: City of Jacksonville Beach, Florida

Agreement Date: February 21, 2017

This Access Agreement ("Agreement") is entered into as of the date that the final signature to the Agreement is made by Host (city of Jacksonville Beach) and EVGO SERVICES LLC, a Delaware limited liability company ("EVgo") ("Agreement Date"). 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) 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 (Exhibit A), 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 (Exhibit A).

C. EVgo Payment for 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 (Exhibit A).

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. EVgo Payment for Energy. 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) \$.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 (Exhibit A).

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:

CITY OF JACKSONVILLE BEACH

By: _____

Name: George D. Forbes

Title: City Manager

By: _____

Name: William C. Latham

Title: Mayor

Notice Address:

11 North Third Street
Jacksonville Beach, FL 32250

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

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-EVgo 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 but 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. 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 termination 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 actions 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;

Exhibit A
Terms and Conditions

(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 to 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 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; From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

D. INDEMNITY

1) **Indemnification.** Subject to Section D(2), 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.

Exhibit A
Terms and Conditions

- 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), 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 Florida 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 the Host for use of the Charging Station by non-EVgo customers. EVgo will provide all equipment, interfaces and software necessary to process customer payments and will be responsible for all credit card processing fees. EVgo will remit fees assessed by the Host for use of the Charging Station by non-EVgo customers 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 the 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.



NOTICE TO PROCEED

**NISSAN NORTH AMERICA
EV ADVANTAGE PROGRAM**

**Jacksonville Beach
Municipal Parking Lot
DCFC PROJECT**



NOTICE TO PROCEED

24 January 2017

GoSpace, LLC
15120 County Line Rd
Spring Hill, FL 34610

Tuesday January 24, 2017

City of Jacksonville Beach
Beach Energy Services
Jacksonville Beach Florida

To Whom it May Concern,

This documents serves as the Notice to Proceed to be executed by **City of Jacksonville Beach** (hereinafter referred to as SITE HOST), as of the Effective Date of ~~24 January, 2017~~. With the execution of this document by Site Host, **GoSpace** will start the equipment acquisition process with Nissan North America (SELLER) in accordance with the EV Advantage Program.

Project Scope Statement: Site Host has qualified for all equipment and installation incentives proposed under the Nissan EV Advantage Program to include the receipt and installation of **one (1) DC Fast Charging Station per approved site**. The Site Host is to incur no cost for installation unless otherwise stipulated by a predetermined custom installation agreement.

Site Assessment:

Given the level of financial commitment by Nissan North America to provide this equipment to Site Host, please review the attached Exhibit(s) of your approved project site(s). The designed DC Fast Charger location shown is the best viable choice after a full site evaluation conducted by GoSpace and Nissan. By signing this NTP, you are accepting the location(s) of the DC Fast Charger at your approved project site(s).



NOTICE TO PROCEED

Project Location(s) :

Jacksonville Beach Municipal Parking Lot

2nd Street North & 1st Avenue

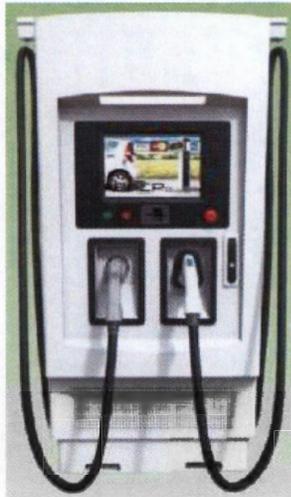
North Jacksonville, FL 32250

See Exhibit A



NOTICE TO PROCEED

Project Equipment: BTC Power DC Fast Charger



Front View



Side View

Model	EVFC-50-5-208	EVFC-50-5-480
Power Rating	50 kW	50 kW
Input Power	208 VAC, 3-Phase	480 VAC, 3-Phase
Input Power Breaker	200 A	100 A
Input Current	160 A	70 A
Required Power Capacity	58 kVA	58 kVA
Max. Output DC Current	50 A	50 A
Max. Output DC Voltage	50-500 V	50-500 V
Frequency	50 Hz / 60 Hz	
Efficiency Rating	>90%	
Connectors	CHAdeMO, SAE Combo	
Network	EVP, Credit Card, OCPP	



NOTICE TO PROCEED

Project Schedule:

Phase	Duration*
Permit Documentation Collection (Engineering, Applications)	7 Days
Equipment Delivery	21 Days
Permitting with Local Municipalities	5-10 Days
Time of Construction	7 Days
Commissioning	1 Day
Striping/Stenciling	2 Days **

* All schedules stated are average duration per national installations.

** Pending on weather conditions.

Limitations of Liability:

GS will secure and maintain comprehensive general liability insurance, including coverage for independent contractors, contractual liability, personal or bodily injury, premises/operations, completed operations and broad form property damage with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence. GS shall also maintain such insurance as will protect against claims in connection with the performance of the Work by GS's employees, subcontractors or agents under applicable Workers' Compensation Statutes. GS shall cause its carrier to waive its right of subrogation against Customer and the Indemnities. All such insurance policies shall name Customer, Customer's management company and their respective parent companies, affiliates, officers, directors, employees and agents as additional insured's. The insurance afforded to Customer's management company shall be primary for all purposes. Upon request from time to time by Customer, GS shall furnish evidence of all insurance coverages to Customer.



NOTICE TO PROCEED

GoSpace Scope of Work:

- Permitting
- Engineering (if applicable)
- Infrastructure of Components
- Coordinating with Utility Company
- Installation of Products
- Striping and Stenciling
- Permit Inspections
- Commissioning

After reviewing the above information, SITE HOST is approving the projects listed above. SITE HOST is authorizing GoSpace LLC and authorized team to have access to project site locations and to any necessary electrical components for completion of project.

Upon delivery, the Fast Charging Station will become the sole property of the City of Jacksonville Beach.

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. If this occurs the host will transfer ownership of the DC Fast Charging Station to GoSpace LLC., who shall then remove the charging station from the premises.

Upon expiration of the initial four (4) year term the Fast Charging Station will become the sole property of the City of Jacksonville Beach.



NOTICE TO PROCEED

Notice to Proceed: To be executed by SITE HOST, as of the Effective Date:

GoSpace LLC

City of Jacksonville Beach

Authorized Signature

Authorized Signature

Rock Henderson

Name

Name

Director of Corporate Alliances

Title

Title

January 26, 2017

Date

Date

Office Use Only :

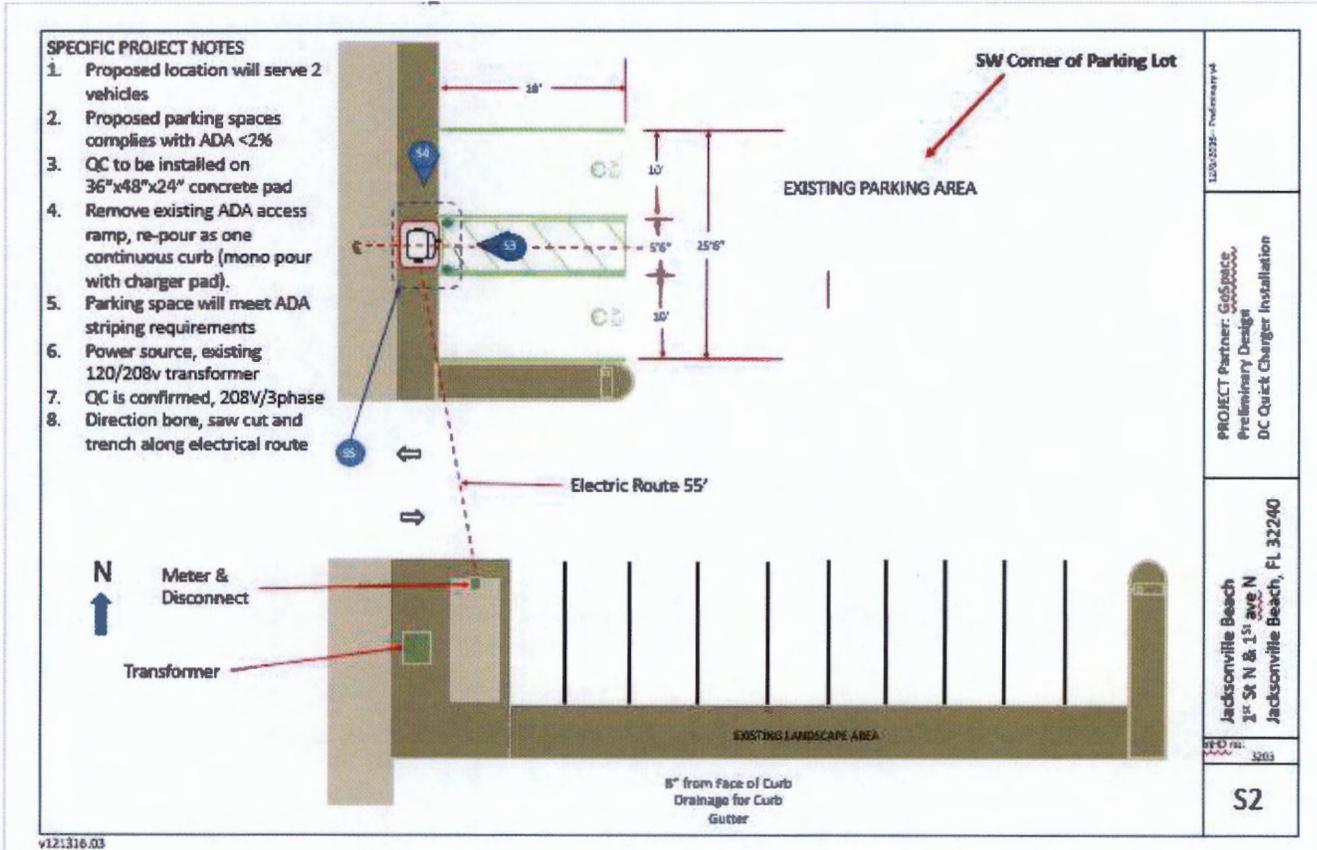
Initials YR 01/24/17

Initials SB 01/25/17

Initials DRH 01/26/17

NOTICE TO PROCEED

Exhibit A



v12:316.03



January 31, 2017

MEMORANDUM

TO: George Forbes
City Manager

FROM: Allen Putnam
Managing Director

RE: Resolution No. 1971 -2017 Amending Electric Energy Rates

ACTION REQUESTED:

Approve Resolution No. 1971-2017 amending the electric energy rates for Beaches Energy.

BACKGROUND:

For the past several years, Beaches Energy Services has been diligently rebuilding our electric distribution system to improve customer service and reliability, which is reflected in our operations and maintenance costs. Periodically we have adjusted the operations and maintenance portion of our rates to reflect operating costs. Since March of 2010, the total rate charged to the customer has decreased by \$20 per 1,000 kilowatt hours. This reduction was accomplished by decreasing the bulk power cost adjustment to reflect decreases in the cost of power.

Last month, we again engaged in internal discussion to review our electric rates. As a result of this review, staff is proposing to increase the non-fuel portion of the energy rate by \$1.00 per thousand kilowatt hours to offset the increase in operating costs and planned capital improvements.

At the same time, we will reduce the bulk power adjustment by \$2.00 per thousand kilowatt hours which will equate to a **net dollar decrease of \$1.00 per 1,000 kilowatt hours**. **This means that we have reduced our electric rates by \$21 per 1,000 kilowatt hours since 2010.** This represents a decrease of \$141 to \$282 annually per residential customer, and much more for commercial customers depending upon their usage.

The chart below shows the change a residential customer would pay for 1,000 kilowatt hours of electricity.

	Before Change	After Change
Residential Base Charge	\$ 4.50	\$ 4.50
KWh Base Charge	77.57	78.57
Bulk Power Cost Adjustment	35.84	33.84
Total Rate	\$117.91	\$116.91

The only change in the attached rate resolution is to the base rate for each rate class, which will take effect March 1, 2017. The decrease in the bulk power adjustment will take effect on the same date.

RECOMMENDATION:

Adopt Resolution No. 1971-2017 amending the energy rate for Beaches Energy.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 1971-2017

A RESOLUTION REVISING ELECTRIC RATES FOR BEACHES ENERGY SERVICES

WHEREAS, the City desires to establish electric rates, charges, and fees for Beaches Energy Services by resolution.

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

Section 1. That the schedule of fees, and charges for the electric utility previously established by Resolution No. 1959-2016 be revised as follows:

A. Monthly Electric Rates. The following schedule of rates and charges to be imposed, assessed and collected by the City for electric energy, facilities and services furnished by the City to its consumers, including the initial cut-in charges, deposit, line extension and other connection and service charges, is hereby adopted and established:

1. Residential service as defined in section 32-56 for the following:
 - a. *Character of service.* Alternating current; regulated frequency of sixty (60) cycles; delivered at approximately 120/240 volts, 3-wire, single-phase; or 3-phase, 4-wire service, as available and at the option of the City.
 - b. *Available.* In Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley and other territories served by the City.
 - c. *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the following rate in subsection d.
 - d. *Rate per month:*
 - i. Customer service charge...\$4.50
 - ii. Energy charge (all kWh), per kWh ...~~\$0.07757~~**\$0.07857**
 - e. *Minimum monthly bill.* A minimum monthly electric bill shall be rendered to each consumer whose application has been approved for residential service for an amount equal to the customer service charge.
 - f. Bulk Power Cost Base (BPCB). Those power related costs that are embedded within the base rate stated in cost per kilowatt-hour.
 - g. Bulk Power Cost Adjustment (BPCA). The amount per kilowatt hour by which the rate billed for consumption of electrical energy increases or decreases the Bulk Power Cost Base rate in order to recover the actual cost of the bulk power supply of electricity to the City as approved by the City Manager.

- h. Bulk Power Cost True-Up (BPCT). The difference between the bulk power cost actually incurred (BPC) and the bulk power cost recovered through the bulk power cost base (BPCB) and the bulk power cost adjustment (BPCA).
 - i. Rate Stabilization Account (RSA). Extraordinary power cost recoveries, other than routine wholesale true-ups, may be deposited into or withdrawn from a Rate Stabilization Account to be used to offset sudden and temporary changes in the cost of power. The City may retain unusual or extraordinary power cost recoveries in excess of amounts transferred to the rate stabilization account at its discretion but can only use these moneys for items which are directly related to the electric utility.
 - j. Calculation of BPCA-The bulk power cost adjustment is the difference between the bulk power costs and the bulk power cost base (all stated in cost per kilowatt hour) as determined periodically. The formula for the calculation of the bulk power cost adjustment per kilowatt hour is calculated as follows: $(BPC + BPCT + RSA) / \text{kilowatt hours sold} - BPCB = BPCA$ per kilowatt hour.
2. General service non-demand service as defined in section 32-56 for the following:
- a. *Character of service.* Alternating current; regulated frequency of sixty (60) cycles, delivered at approximately 120/240 volts, 3-wire, single-phase; 4-wire, 3-phase, 240 or 208 volts, as available, and at the option of the City.
 - b. *Available.* In Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley and other territories served by the City.
 - c. *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the rate in subsection d.
 - d. *Rate per month:*
 - i. Customer service charge ... \$ 6.00
 - ii. Energy charge (all kWh), per kWh ... ~~\$0.07757~~ **\$0.07857**
 - e. *Minimum monthly bill.* A minimum monthly electric bill shall be rendered to each consumer whose application has been approved for general service non-demand service for an amount equal to the customer service charge.
 - f. Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
 - g. Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.
 - h. Bulk Power Cost True-Up (BPCT). See Section 1.A.1.h.
 - i. Rate Stabilization Account (RFA). See Section 1.A.1.i
 - j. Calculation of BPCA. See Section 1.A.1.j. Limitations applicable to all classes of service: Auxiliary and standby service or resale of electric energy delivered by the City shall not be permitted except by written consent expressly authorized by the City Council.
3. General service demand as defined in section 32-56 for the following:
- a. *Character of service.* AC, 60 cycles, single-or 3-phase, 120/208 volts and above as required and as available.
 - b. *Available.* Within the service area of the electric utility of the City.
 - c. *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the following rate in subsection d.

- d. *Rate per month*: The charge per month shall consist of the total of the demand, energy, and customer service charge as follows:
 - i. Customer service charge ...\$16.25
 - ii. Demand charge (all kWh), per kW ...\$8.50
 - iii. Energy charge (all kWh), per kWh ...~~\$0.06327~~ **\$0.06427**
- e. *Minimum bill*. The minimum bill shall be equal to the customer service charge.
- f. *High load factor credit*. The monthly per kW demand credit to those general service demand customers whose annual load factor is as follows:

TABLE INSET:

Load Factor	Monthly Demand Credit
15 percent & higher	\$2.00 per kW demand charged
70 to 74 percent	\$1.50 per kW demand charged
65 to 69 percent	\$1.00 per kW demand charged
60 to 64 percent	\$0.50 per kW demand charged

The load factor will be established after the initial twelve (12) months of service for new customers and the previous twelve (12) months for existing customers. Existing demand customers' load factor will be reviewed and recalculated annually.

- g. Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
 - h. Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.
 - i. Bulk Power Cost True-Up (BPCT). See Section 1.A.1.h.
 - j. Rate Stabilization Account (RSA). See Section 1.A.1.i.
 - k. Calculation of BPCA. See Section 1.A.1.j.
 - l. Should the customer demonstrate that the future metered demand is expected to be reduced below the fifty (50) kW thresholds then the customer's account may be reclassified to either residential or general service, as applicable, at the option of the City.
4. Rental lights. Rental lights will be furnished on sites approved by the City electric department, including installation, maintenance, replacement when necessary, and electrical energy consumed, including a rate schedule as provided by City resolution.

B. Installation charges.

- 1. *Underground installation charges*. Jacksonville Beach and other service areas: Underground residential installation, single-phase, 240-volt, 125-ampere, up to and including 200 ampere service class:
 - a. Initial charge for new installation in this class...\$400.00
 - b. Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ...\$5.00

- c. Service replacement as the result of additional demand:
 - i. Customer may at his/her option obtain the services of a licensed electrician to install necessary wiring from meter to the termination point designated by the City. Charge for initial cut-in when complete service is installed by an electrical contractor...\$20.00
 - ii. Customer may request that his/her service be increased to a maximum 200-ampere single-phase class for residential use. Charge for this service performed by the City ...\$200.00
- d. Temporary service charge... \$20.00
- e. All underground services other than residential 125-ampere through 200- ampere single-phase must be installed by a licensed electrician from meter to the termination point designated by the City.
- f. Underground service laterals. All underground service laterals to be installed by the utility shall be installed in a conduit provided at owner expense, size, and quantity to be determined by the utility.
- 2. *Overhead installation charges.* Jacksonville Beach and other service areas: Overhead installation charge when permitted, single-phase, 240-volt, up to and including 200- ampere class:
 - a. Initial charge for new installation in this class ...\$50.00
 - b. Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ...\$5.00
 - c. Temporary service charge ... \$20.00
- 3. *Overhead installations over two hundred amperes.* Jacksonville Beach and other service areas: Overhead installation, when permitted, other than single-phase or in excess of 200-ampere class:
 - a. Initial installation charge shall be the estimated actual cost of such service as determined by the electrical utility.
 - b. Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ... \$ 5.00
 - c. Temporary service: Temporary service charge shall be the estimated actual cost of such service as determined by the electric utility.
 - d. Service replacements as the result of additional demand: Installation charge shall be the estimated actual cost of such service as determined by the electric utility.
- 4. *City and other service areas.* Available to customers having a three-phase demand meter and providing for customer's access to meter real time energy and demand values. Initial charge for installation of a KYZ contact assembly...\$170.00

C. Fuel adjustment and rates for service outside limits.

- 1. Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
- 2. Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.
- 3. Bulk Power Cost True-Up (BPCU). See Section 1.A.1.h.
- 4. Rate Stabilization Account (RSA). See Section 1.A.1.i.
- 5. Calculation of BPCA. See Section 1.A.1.j.

6. Rates for service outside limits. The rates to be charged and collected by the city for electric energy furnished by the City to customers outside of its corporate limits shall be such as are fixed by the City, to be applicable within certain designated areas, or upon a schedule adopted for such specific extensions as may be constructed by the City or by contract with any person taking electric energy from the City through their own or through the City's distribution system.

D. Testing of meters; payment of costs; special readings.

Upon written notice a meter will be tested by the City and in the event the meter when tested is found to be not more than two (2) percent fast, the expense of the test shall be paid by the customer at a cost of ten dollars (\$10.00); otherwise, the expense of the test will be borne by the City and billing adjustments for a period not to exceed six (6) months will be made. Special meter readings requested by the customer will be made upon application and upon payment of ten dollars (\$10.00) to the City.

Section 2. All Resolutions in conflict with this resolution are hereby repealed.

Section 3. This resolution shall take effect March 1, 2017.

AUTHENTICATED this _____ day of _____, AD, 2017.

William C. Latham,
MAYOR

Laurie Scott,
CITY CLERK

City of

Jacksonville Beach

2508 South Beach

Parkway

Jacksonville Beach

FL 32250

Phone: 904.247.6236

Fax: 904.247.6143

www.jacksonvillebeach.org

TO: Mayor Latham
City Council Members

FROM: George Forbes
City Manager

DATE: February 7, 2017

SUBJECT: Resolution No. 1972-2017 supporting initiatives in Florida to lessen the negative impact of plastic bags on our environment

ACTION REQUESTED:

Adopt Resolution No. 1972-2017 supporting initiatives in Florida to lessen the negative impact of plastic bags on our environment.

BACKGROUND:

In 2008, the Florida legislature passed The Energy, Climate Change, and Economic Security Act. Florida Statute 403.7033 directed the Florida Department of Environmental Protection (DEP) to perform analysis of statewide and local regulation of bags used by consumers to carry products from retail establishments.

In 2010, the DEP submitted a Retail Bags Report proposing guidelines for regulating plastic. The report states that retail bags affect Florida's water resources and animal welfare. Improper disposal of plastic bags hampers recycling, waste management, stormwater management, and litter control.

In addition, land and marine animals have been known to ingest or become entangled in plastic bags. Bags are the fourth most frequently found item during coastal cleanups worldwide, as well as in Florida.

In 2014, legislation was proposed to create statewide standards for carryout bags. Again, in 2015, legislation was proposed to allow certain municipalities the ability to establish pilot programs for regulating or banning disposal plastic bags. In both cases, the legislation died.

State law currently prohibits local governments from enacting any rule, regulation, or ordinance regarding the use, disposition, sale, prohibition, or restriction of plastic bags.



This resolution states that:

1. The City of Jacksonville Beach is committed to the long-term goal of reducing plastic pollution to protect marine life;
2. The City supports initiatives to lessen the negative impact of single-use plastic bags, and supports the promotion of reusable shopping bags; and
3. Encourages and supports the State Legislature to allow local municipalities in the State of Florida to regulate their own local communities in an effort to alleviate the harm caused by plastic shopping bags.

RECOMMENDATION:

Adopt Resolution No. 1972-2017 supporting initiatives in Florida to lessen the negative impact of plastic bags on our environment.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 1972-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUPPORTING INITIATIVES IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF PLASTIC BAGS ON OUR ENVIRONMENT.

WHEREAS, the City of Jacksonville Beach is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is vital to the economy of the City of Jacksonville Beach, and the State of Florida; and

WHEREAS, plastic bags are detrimental to the environment because they do not fully degrade in our oceans or on land; and

WHEREAS, plastic bags create the potential for death of land and marine animals through entanglement and ingestion; and

WHEREAS, the expansive use of plastic single-use shopping bags and their typical disposal create an impediment to waste reduction and recycling goals, cause unsightly litter and harm to the environment; and

WHEREAS, reusable bags are considered to be the best option to reduce waste and litter caused by plastic single-use shopping bags, and to protect wildlife and conserve resources.

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

SECTION 1. The City of Jacksonville Beach is committed to the long-term goal of reducing plastic pollution to protect marine life and the environment for residents and tourists.

SECTION 2. The City Council of the City of Jacksonville Beach supports initiatives to lessen the negative impact of single-use plastic bags, and supports the promotion of reusable

shopping bags as the best alternative to single-use plastic or single-use paper bags.

SECTION 3. The City Council of the City of Jacksonville Beach encourages and supports the State Legislature to allow local municipalities in the State of Florida to regulate their own local communities in an effort to alleviate the harm caused by plastic shopping bags; and therefore, the City of Jacksonville Beach opposes any statewide preemption on local efforts to determine the best course of action with regards to protection of the local environment and the tourism industry.

ADOPTED this ____ day of _____. This resolution shall take effect upon adoption.

William C. Latham , MAYOR

Laurie Scott, CITY CLERK