



Agenda
City Council

Monday, March 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. 17-039 City Council Briefing Held March 6, 2017
- b. 17-040 Regular City Council Meeting Held March 6, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- 17-045 Proclamation - 105th Birthday of the Girl Scouts

CITY CLERK

CITY MANAGER

- a. 17-041 Accept the Monthly Financial Reports for the Month of February 2017
- b. 17-042 Approve a Commercial Lease Agreement with **O.K. Motorsports, LLC** for Property at the Industrial Park
- c. 17-037 Approve the Attached Final Plat for the Nine-Lot *Colonies* Single-Family Residential Subdivision, (RE#180376-0050 and 180376-0100, Nacana Partners - Applicant)

RESOLUTIONS

17-043 RESOLUTION NO. 1973-2017

A RESOLUTION TO AMEND THE COMMUNITY REDEVELOPMENT PLAN FOR THE SOUTH BEACH REDEVELOPMENT AREA FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PREVIOUSLY AMENDED, ACCORDING TO THE REQUIREMENTS OF THE COMMUNITY REDEVELOPMENT ACT OF 1969, TO PROVIDE FOR MAINTENANCE AND REPAIR OF TAX INCREMENT-FINANCED CAPITAL INVESTMENTS; AND FOR OTHER PURPOSES.

ORDINANCES

17-044 ORDINANCE NO. 2017-8087 (Second Reading) (Public Hearing)

AN ORDINANCE ESTABLISHING A REDEVELOPMENT DISTRICT: RD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (This ordinance would allow the development of an eight-story, mixed-use multifamily residential hotel, and commercial development on 1st Street North between 6th and 7th Avenues North - previously Atlantis Hotel)

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, March 6, 2017 – 6:00 P.M.
City Council Chambers Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

The Council Briefing began at 6:00 P.M.

The following City Council Members were in attendance:

Mayor William C. Latham

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

Also present were City Manager George Forbes, Finance Director Karen Nelson, and Jodilynn Byrd, City Clerk's Office.

Purpose of Briefing

The purpose of the briefing is to update the Council Members on projects and review the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2016.

Comprehensive Annual Financial Report review

The Comprehensive Annual Financial Report for the fiscal year ending September 30, 2016 (Copy on file) was reviewed.

City Manager George Forbes introduced Ryan Tucker of Purvis Gray & Company, the lead independent auditor.

Mr. Tucker presented a detailed review of the Audit Report. In summary, the City received an unqualified opinion on their financial statements, and the auditors found no major deficiencies in internal controls or compliance violations of any laws or regulations.

Mr. Forbes stated the City's financial condition would remain positive as long as we recognize problems and know how to resolve them. For these reasons, the City will need to continue to budget conservatively.

City Manager

Mr. Forbes expressed the importance of planning and preparing for the long-term financial condition of the City. He discussed the following items:

- Maintaining systems service levels
- Persevering in times of economic downswings
- Meeting the demands for growth

Mr. Doherty stated that due to the growth of the City and the increase of visitors, a sound infrastructure for our roads would be mandatory. Mr. Doherty also suggested the Council start thinking and planning ahead now for more growth within the City. Mayor Latham added the FDOT is in charge of some roads and has a well put-together 20-year plan. Mr. Forbes indicated that when the City completes paying off the bonds for the Better Jacksonville Beach Fund, the City would then have an additional \$1 million to use to improve the roads.

Mr. Buck offered a suggestion of keeping a more realistic goal on planning for the next three years financially instead of planning for the next five or ten years. Mayor Latham added that in his experience, a company and organization should always have a strategic long-range vision in place but also have short quarterly goals as well. Mr. Forbes agreed.

Mr. Forbes explained that it is critical to be aware of the possible ramifications of projects and capital improvements being completed now and how they could create possible issues in the future. The instance he discussed was the (maintenance and upkeep of the) new skate park. Ms. Hoffman asked for clarification if CRA funding would pay for the building and maintenance of the skate park. Mr. Forbes confirmed that it would cover the building and maintenance costs. Ms. Hoffman inquired about the funding for additional needs such as security for the skate park that may not have been budgeted in the original plan. Mr. Forbes stated that additional funding for the skate park would not come from the CRA funds but would come from the City's general operating budget.

The briefing adjourned at 6:50 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant, City Clerk's Office

Approved:

William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, March 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 Jeanell Wilson

Also present were City Manager George Forbes, City Clerk Laurie Scott, Planning and Development Director Bill Mann, Senior Planner Heather Ireland 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:

- Council Briefing held February 20, 2017
- Regular City Council Meeting held February 20, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

Speakers:

- Cheryl Komarek, 533 11th Avenue South, Jacksonville Beach, asked the City Council to reconsider the noise ordinance as it pertains to the operating hours of residential construction. Ms. Komarek requested the residential construction hours of operation be permitted only from 8:00 A.M. to 6:00 P.M., Monday through Friday, and any work performed outside of those hours be subject to fines.
- Jim Sorrell, 1410 Pinewood Road, Jacksonville Beach, reiterated to the City Council his concern of variance procedures and asked the City Council to consider giving greater attention to the redevelopment of our beaches. He provided a copy of his written concerns to the City Clerk.

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- (a) **Item # 17-035, Accept the Independent Auditors' Report on the General Purpose Financial Statements of the City of Jacksonville Beach for the Fiscal Year Ending September 30, 2016**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to accept the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2016.

Mayor Latham requested a roll call vote, as there was no discussion on the item.

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

- (b) **Item # 17-036, Award Bid Number 1617-08 O&M Facility Roof Renovation to:**

- *Acme Roofing, Inc.*, the lowest qualified bidder for the roof renovations of the Administration Building, and
- *BBG Contracting*, the lowest qualified bidder for the roof renovations of the Garage.

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to Award Bid Number 1617-08 O&M Facility Roof Renovation to:

- *Acme Roofing, Inc.*, the lowest qualified bidder for the roof renovations of the Administration Building in the amount of \$276,700, and
- *BBG Contracting*, the lowest qualified bidder for the roof renovations of the Garage, in the amount of \$62,851.

Mr. Forbes gave a brief overview of the roof renovations for the Operations & Maintenance Administration Building, and the Operations & Maintenance Garage. The roof replacements are included in the Capital Planning budget.

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

- (c) **Item # 17-037, Approve the Attached Final Plat for the Nine Lot Colonies Single Family Residential Subdivision, (RE#180376-0050 and 180376-0100, Nacana Partners Applicant)**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the Final Plat for the nine-lot *Colonies* single-family residential subdivision.

Mr. Forbes stated that the applicant is in the process of subdividing two adjacent vacant residential parcels that he proposes to subdivide into nine single-family lots on Colonies Drive between Republic Drive and Declaration Drive.

The subject property is located in a Residential, single-family: RS-2 zoning district and is currently vacant land. The new single-family lots would all front on Colonies Drive, and each lot meets the minimum size and dimensional requirements for single-family lots in RS-2 zoning districts.

Because of the history of the adjacent City landfill, Mr. Forbes has been working with Planning and Development Director, Bill Mann, and obtained assistance from Environmental Attorney, Bill Finger, to address the following conditions that would apply to the development of the property:

1. A geotechnical analysis and combustible gas survey;
2. The installation, operation, and maintenance of methane/combustible gas mitigation equipment shall be implemented where needed;
3. Any solid waste removed shall be properly disposed of;
4. New utility corridors will be constructed with the use of gas barrier and ventilation systems for underground utilities located within 200 feet of buried solid waste where combustible gasses are generated;
5. No wells are permitted;
6. Vegetable gardens and fruit trees are prohibited unless grown in raised gardens or pots; and
7. Ponds and in-ground swimming pools are allowed only on lots where solid waste has been removed. Any de-watering activities required for construction shall be performed with FDEP regulations.

Mr. Forbes requested Mr. Mann explain the technicality that would require the motion to be tabled and the item be brought back to the City Council in two weeks. Mr. Mann explained that a separate surveyor's conformity signature is needed on the plat before it can be presented to local government.

William Schaefer, 4348 Southpoint Boulevard, Suite 204, Jacksonville, representing the property owners, Nacana Partners, stated he could answer any engineering questions the City Council may have regarding the plat.

Members of the City Council discussed health, safety, enforcement measures, and how future homeowners would be made aware of the regulations and restrictions on the single-family lots.

Motion: It was moved by Mr. Vogelsang and seconded by Ms. Hoffman, to table the original motion for two weeks.

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

RESOLUTIONS:

ORDINANCES:

(a) Item # 17-038, ORDINANCE NO. 2017-8087

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8087, by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE ESTABLISHING A REDEVELOPMENT DISTRICT: RD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (This ordinance would allow the development of an eight-story, mixed-use multifamily residential, hotel, and commercial development on 1st Street North between 6th and 7th Avenues North -previously Atlantis Hotel)”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance Number 2017-8087, establishing a Redevelopment District: RD zoning district within the City, as provided under Chapter 34 of the Code of Ordinances of the City, to allow the development of an eight-story, mixed-use multifamily residential, hotel and commercial use project. (Applicant – Atlantis Beach Partners, LLC)

Mr. Forbes stated that the property is currently zoned Commercial, limited: C-1 and the applicant was advised that due to the size of the proposed redevelopment project, which is over 50,000 square feet, that rezoning to Redevelopment District: RD would be required.

In regards to the subject property having a maximum building height of 89 feet, Mr. Forbes explained the height limitations referendum passed by voters does not affect vested rights of property owners.

Mr. Forbes emphasized the benefits the property has towards the Downtown Vision Plan, as the applicant is proposing a mixed-use development consisting of the following:

- A 220-room hotel, of which up to 64 hotel rooms would be convertible into 32 condominium units, with a conversion rate of two hotel rooms per one condominium unit;
- Up to 10,000 square feet of commercial space, of which up to 6,750 square feet will be oriented along 6th Avenue North, and approximately 3,250 square feet would be internal to the hotel, such as a restaurant;
- Internal multi-story parking garage with 260 parking spaces; and
- Extension of public Seawalk across ocean frontage of the subject property to 7th Avenue North.

Mayor Latham noted the second reading and public hearing for Ordinance No. 2017-8087 would be held at the City Council meeting on March 20, 2017.

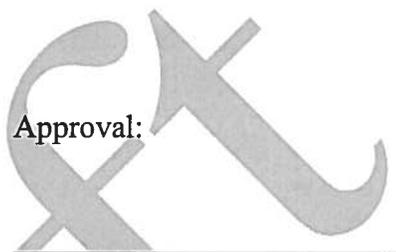
Roll call vote: Ayes – Thomason, Vogelsang, Wilson, Buck, Doherty, Hoffman, and Mayor Latham. The motion carried unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:12 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:



William C. Latham, MAYOR

Date: _____

DRAFT

Proclamation

Girl Scouts

Whereas, the Girl Scouts of the United States of America was founded by Juliette Gordon Low on March 12, 1912, in Savannah, Georgia; and

Whereas, the Girls Scouts of the United States of America celebrated its 105th anniversary on Sunday, March 12, 2017; and

Whereas, the Girl Scouts has grown from 18 members during the founding year to nearly three million nationwide; and

Whereas, the St. Joseph Missionary Baptist Church "Black Bottom Girl Scout Troops" were recognized on this momentous occasion at St. Andrew AME Church and the Rhoda L. Martin Cultural Heritage Center in Jacksonville Beach, Florida; and

Whereas, the St. Joseph Girl Scout Troops are located in Community Number 7 in the Girl Scouts of Gateway Council Organization in Jacksonville, Florida, with the motto "Be Prepared", and the slogan "Do a Good Turn Daily"; and

Whereas, the Girl Scouts organization has inspired millions of girls to promote compassion, courage, confidence, character, leadership, entrepreneurship, and active citizenship into their everyday lives, and encourages them to contribute to their communities.

Now, Therefore, I, Charlie Latham, Mayor of the City of Jacksonville Beach, by virtue of the authority vested in me, do hereby recognize the

Girl Scouts of the U.S.A.

and encourage the citizens of the City of Jacksonville Beach, Florida to recognize and celebrate the contributions they make in our communities.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Jacksonville Beach to be affixed this 20th day of March, 2017.

Charlie Latham, MAYOR

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 February 2017
DATE: March 8, 2017

Action Requested

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

Background

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



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

www.jacksonvillebeach.org

MEMORANDUM

TO: George Forbes, City Manager
FROM: Jason Phitides, Property & Procurement Officer
DATE: March 8th 2017
SUBJECT: Industrial Park Lease with O.K. Motorsports, LLC.

ACTION REQUESTED

Approve a Commercial Lease Agreement with **O.K. Motorsports, LLC** for property at the Industrial Park.

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Currently there is approximately 65,000 square feet of vacant land available for lease.

O.K. Motorsports, LLC (Tenant) is located two blocks east of the Industrial Park at 925 8th Avenue South. Their primary business is the sale of high-end race car trailers between 24 feet and 53 feet in length. Their secondary business includes golf cart sales and service. They have operated in Jacksonville Beach for the past three years.

The Tenant would like to lease 10,059 square feet of vacant land at the Industrial Park as storage for additional trailer inventory. The proposed use is acceptable under Sec. 34-346 Industrial district: I-1 zoning. Total monthly rent would be \$905.31.

Key provisions of this lease are as follows:

- The lease is for a period of one (1) year, with options to renew for one-year increments at the sole discretion of the City Manager.
- Use of the land is solely for storage of trailer inventory.
- The land may not be used as a junk yard, and the Tenant may not do repairs to equipment or inventory on the Leased Premises.



- The initial lease rate will be \$1.08 per square foot for 10,059 square feet of land per annum. Total lease rate is \$10,863.72 per annum or \$905.31 per month.
- Should the lease be renewed, the rate will increase by 4% each renewal year. The Tenant is also responsible for ad valorem and property taxes.
- The Tenant shall be responsible to maintain and keep the property in good condition and repair throughout the term of the lease.
- The Tenant shall maintain liability insurance and co-insure the City of Jacksonville Beach.
- Title to and interest in all permanent structures built and improvements made by the Tenant, shall vest with the City.
- The Tenant may not assign the lease or sublease the property.

RECOMMENDATION

Authorize the City Manager and Mayor to execute a lease with ***O.K. Motorsports, LLC*** for property at the Jacksonville Beach Industrial Park, as described in the memorandum from the Property & Procurement Officer dated March 8th 2017.

COMMERCIAL LEASE AGREEMENT

City of
Jacksonville Beach
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6226
Fax: 904.270.1639

www.jacksonvillebeach.org

This Lease is executed on this 22nd day of March, 2017, A.D. by and between the CITY OF JACKSONVILLE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 11 North Third Street, Jacksonville Beach, Florida 32250 ("CITY"); and O.K. Motorsports, LLC., a Florida Corporation whose mailing address is 925 8th Avenue South, Jacksonville Beach, Florida 32250 ("TENANT").

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

1. LEASED PROPERTY.

CITY hereby demises and leases to TENANT, and TENANT hereby hires, rents, and leases from CITY, real property located at the former Jacksonville Beach City Yard, now known as the Industrial Park, located at 740-B 10th Street South, Jacksonville Beach, Florida 32250, Duval County. The leased property consists of 10,059 square feet land and is more particularly described in Attachment A to this Lease.

2. TERM.

(a) Initial Term: The initial term of this Lease shall be one (1) year, commencing on April 1, 2017 and terminating on March 31, 2018. The lease is renewable for additional one-year terms upon the sole discretion of the City Manager.

3. RENT; RENT ADJUSTMENT.

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



money of the United States, a total rent, during the first year of this Lease, of \$10,863.72 per year plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The initial monthly rent shall start at \$905.31 plus any such taxes, fees, or assessments billed for that month. This rental rate is based on 10,059 square feet of land at a beginning rate of \$1.08 per square foot per year. Rent shall be due on the first day of each month. Failure to pay the monthly rent in full by the tenth day of each month shall result in the assessment of a late charge of five percent (5%) of the amount then owing or \$50.00, whichever is greater.

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

4. STANDARD PROVISIONS.

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

5. SPECIAL PROVISIONS.

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

(a) The TENANT hereby agrees to indemnify and hold the CITY harmless of and from all actions, proceedings, claims, demands, costs, damages,

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

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

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

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

6. INTEGRATION; AMENDMENTS.

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

(b) No provision of this written Lease or Attachments A and B may be

amended, extended or modified except by written instrument executed by all parties to this Lease.

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

CITY – CITY OF JACKSONVILLE BEACH

ATTEST:

CITY:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: City Clerk

Title: Mayor

Sign: _____

Print: _____

Title: City Manager

STATE OF FLORIDA
COUNTY OF DUVAL

TENANT – O.K. MOTORSPORTS, LLC

ATTEST:

TENANT:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title:

Title:

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

O.K. MOTORSPORTS, LLC

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF DUVAL

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

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large [SEAL]

My Commission Expires:



City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.247.1639

www.jacksonvillebeach.org

ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS



ATTACHMENT B
STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS

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ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS

1. RENTAL ADJUSTMENT:

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

2. ASSIGNMENT:

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

3. ALTERATIONS:

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

4. CITY'S LIABILITY LIMITATION:

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

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

5. INDEMNIFICATION:

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

6. INSURANCE:

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

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

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

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

7. USE OF LEASED PREMISES; RESTRICTIONS ON USE:

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

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

(c) TENANT may ONLY use the Leased Premises for storage of inventory of trailers.

(d) TENANT may not use the Leased Premises to do repairs to equipment or inventory.

8. CONSTRUCTION OF IMPROVEMENTS:

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

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

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

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

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

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

9. RESPONSIBILITY FOR AND MAINTENANCE OF LEASED PREMISES:

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

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

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

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

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

10. REMEDIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TERMINATION:

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

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

12. HOLDOVER TENANCY:

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

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

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

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

13. MORTGAGING THE LEASEHOLD:

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

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

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

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

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

14. ENVIRONMENTAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

15. NOTICES:

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

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

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

16. REAL ESTATE COMMISSION:

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

17. ENTRY OF LANDLORD:

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

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

18. CONSTRUCTION:

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

19. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

MEMORANDUM

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6231
Fax: 904.247.6107
Planning@jaxbchfl.net

www.jacksonvillebeach.org

To: George D. Forbes, City Manager

From: Heather Ireland, Senior Planner 

Re: Colonies Drive, Replat of part of government lot 5, – Final Plat Approval, (RE# 180376-0050 and 180376-0100)

Date: February 22, 2017

ACTION REQUESTED:

Approve the attached Final Plat for the nine-lot Colonies single-family residential subdivision, (RE#180376-0050 and 180376-0100, Nacana Partners - Applicant).

BACKGROUND:

The applicant is in the process of subdividing two adjacent vacant residential parcels that he proposes to subdivide into nine single-family lots on Colonies Drive between Republic Drive and Declaration Drive. The applicant received Concept Plat Approval from the Planning Commission for the proposed subdivision on March 28, 2016 (PC#9-16). He subsequently received Development Plan approval from the Planning and Development Department on November 18, 2016.

The subject property is located in a *Residential, single family: RS-2* zoning district and is currently vacant land. The new single-family lots will all front on Colonies Drive, and each lot meets the minimum size and dimensional requirements for single-family lots in RS-2 zoning districts. All nine of the proposed lots back up to a closed landfill owned by the City of Jacksonville Beach. Due to the presence and proximity of that adjacent closed landfill, the following disclosure and restrictions are stated on the Final Plat:

The City of Jacksonville Beach Operated a Sanitary Landfill (Solid Waste Facility ID No. 32165) on an eleven acre site off 32nd Avenue South in Jacksonville Beach from October 1970 through December 1973. The subject property is adjacent to and may extend into part of the landfill. There may be buried debris under the property as well as decomposing waste that



may produce methane gas. On August 7, 2015, the Florida Department of Environmental Protection provided a letter stating no objection to residential development, provided that all development is done in strict adherence to the Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida (The "FDEP Handbook"). On October 20, 2015, the City of Jacksonville, Department of Public Works, Solid Waste Division provided a letter approving residential development so long as certain conditions are complied with during development. Due to the history of the adjacent landfill, the following restrictions and prohibitions apply to the property:

1. Prior to construction on any lot, a geotechnical analysis and combustible gas survey, including certification by a Florida Professional Engineer that establishes parameters for the construction, shall be provided to the City of Jacksonville Beach Building Division prior to issuance of a building permit. If solid waste is encountered in said surveys, copies of the surveys shall also be submitted to the City of Jacksonville Solid Waste Division and the FDEP NE District Office.
2. The installation, operation and maintenance of methane/combustible gas mitigation equipment shall be implemented where needed.
3. Any solid waste removed, shall be properly disposed of at a permitted solid waste disposal facility, and replaced with clean fill in accordance with the FDEP Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida (The "FDEP Handbook").
4. New utility corridors will be constructed in accordance with the FDEP handbook, including without limitation, the use of gas barrier and ventilation systems for underground utilities located within 200 feet of buried solid waste where combustible gasses are generated.
5. No wells are permitted.

6. Vegetable gardens and fruit trees are prohibited unless grown in raised gardens or pots.
7. Ponds and in-ground swimming pools are allowed only on lots where solid waste has been removed. Any de-watering activities required for construction shall be performed in accordance with FDEP regulations, including 62-321.300 F.A.C. or 62-620-910 F.A.C., as applicable.

These restrictions were reviewed by an environmental attorney working for the City, for consistency with review recommendations he provided to staff on the proposed plat in March, 2016, and which were ultimately agreed upon by all parties.

The attached Final Plat document has been approved by all reviewing City Departments. The attached final plat is consistent with relevant Land Development Code and Comprehensive Plan regulations.

RECOMMENDATION:

Approve the Final Plat for the nine-lot *Colonies* single-family residential subdivision.

COLONIES

A PART OF GOVERNMENT LOT 5, SECTION 9, TOWNSHIP 3 SOUTH, RANGE 29 EAST, CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___

SHEET 1 OF 2 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

CAPTION:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 5, SECTION 9, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHEASTERLY CORNER OF LOT 213, CONSTITUTION COVE UNIT EIGHT, ACCORDING TO PLAT BOOK 36, PAGES 24 AND 24A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF COLONIES DRIVE (A 60' PUBLIC RIGHT-OF-WAY AS NOW ESTABLISHED), ACCORDING TO SAID PLAT; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING (6) SIX COURSES: (1) SOUTH 01°20'12" EAST, A DISTANCE OF 159.41 FEET TO A POINT OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 180.00 FEET; (2) SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 97.33 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°49'38" EAST AND A CHORD DISTANCE OF 96.15 FEET) TO A POINT OF TANGENCY OF SAID CURVE; (3) SOUTH 32°19'05" EAST, A DISTANCE OF 16.37 FEET TO A POINT OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 120.00 FEET; (4) SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 64.93 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°42'41" EAST AND A CHORD DISTANCE OF 64.14 FEET); (5) THENCE SOUTH 01°19'05" EAST, A DISTANCE OF 378.03 FEET TO A POINT OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; (6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.26 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°40'12" WEST AND A CHORD DISTANCE OF 35.35 FEET) TO A POINT OF TANGENCY OF SAID CURVE, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF REPUBLIC DRIVE (A 60' PUBLIC RIGHT-OF-WAY AS NOW ESTABLISHED), ACCORDING TO SAID PLAT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 88°39'30" WEST, A DISTANCE OF 81.51 FEET TO THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REPUBLIC DRIVE TO THE SOUTHWESTER CORNER OF PARCEL "B", ACCORDING TO OFFICIAL RECORDS BOOK 9687, PAGE 262, ACCORDING TO SAID PUBLIC RECORDS; THENCE RUN ALONG THE WESTERLY LINE OF SAID PARCEL "B" THE FOLLOWING (3) THREE COURSES: (1) NORTH 01°19'05" WEST, A DISTANCE OF 402.23 FEET; (2) NORTH 17°30'54" WEST, A DISTANCE OF 185.69 FEET; (3) NORTH 01°20'12" WEST, A DISTANCE OF 150.69 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B", SAID POINT ALSO ON THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 213, CONSTITUTION COVE UNIT EIGHT, ACCORDING TO PLAT BOOK 36, PAGES 24 AND 24A; THENCE ALONG SAID SOUTH LINE OF LOT 213, NORTH 88°48'45" EAST, A DISTANCE OF 107.13 FEET TO THE POINT OF BEGINNING OF PARCEL HEREIN DESCRIBED.

CONTAINING 1.78 ACRES MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN DUVAL COUNTY, FLORIDA.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT FLORENCE HENNER, A MARRIED WOMAN ("OWNER") IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS COLONIES, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

THE EASEMENT DESIGNATED AS 5' B.E.S. ELECTRIC EASEMENT IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A/ BEACHES ENERGY SERVICES (B.E.S.), ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. BEACHES ENERGY SERVICES HEREBY RESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES, LANES, AND ELECTRIC EASEMENTS DEPICTED OR DEDICATED BY THIS PLAT FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM, SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPURTENANCES IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM. ALL LOTS ARE SUBJECT TO AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES AND ABOVE GROUND EQUIPMENT, AND APPURTENANCES OVER, UNDER, ACROSS, AND ALONG A MINIMUM OF FIVE (5') FEET IN WIDTH STRIP OF LAND PARALLEL AND CONCENTRIC WITH THE ROAD RIGHTS OF WAY (DENOTED AS 5' B.E.S. ELECTRIC ESMT.) THE AFORESAID 5' B.E.S. ELECTRIC EASEMENTS ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

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

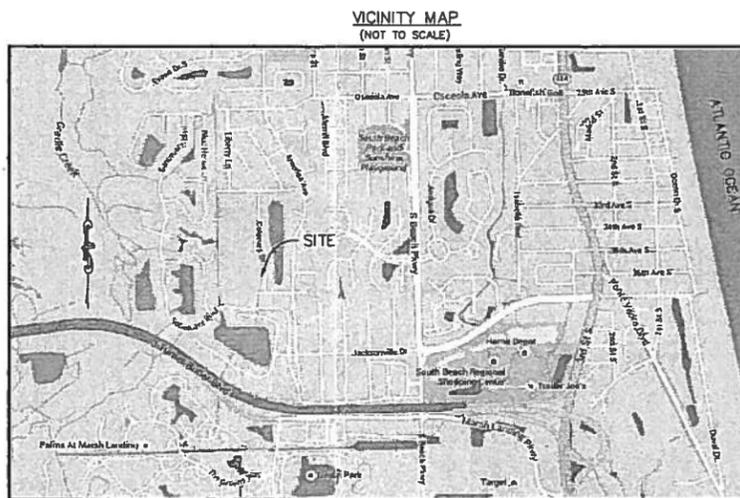
NOTARY FOR FLORENCE HENNER

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY FLORENCE HENNER, A MARRIED WOMAN, SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE - NOTARY PUBLIC, STATE OF FLORIDA

NOTARY SEAL:



OWNER:

FLORENCE HENNER
1445 GATELY ROAD
JACKSONVILLE, FLORIDA 32225

SURVEYOR:

BARTRAM TRAIL SURVEYING, INC.
1501 C.R. 315, SUITE 108
GREEN COVE SPRINGS, FL 32043

ENGINEER:

DOMINION ENGINEERING GROUP, INC.
4348 SOUTHPOINT BLVD, SUITE 204
JACKSONVILLE, FLORIDA 32256

CITY OF JACKSONVILLE BEACH APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY COUNCIL OF JACKSONVILLE BEACH, FLORIDA, THIS _____ DAY OF _____, 2017.

WILLIAM C. LATHAM
MAYOR

LAURIE SCOTT
CITY CLERK

CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK _____, PAGES _____ OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. SIGNED THIS _____ DAY OF _____, 2017.

RONNIE FUSSELL, CLERK OF THE CIRCUIT COURTS

DEPUTY CLERK

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS _____ DAY OF _____, 2017.

REVIEWING PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA LICENSE NUMBER _____

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177; THAT THE PERMANENT REFERENCE MONUMENTS (PRM), PERMANENT CONTROL POINTS (PCP) AND THE LOT CORNERS HAVE BEEN MONUMENTED IN ACCORDANCE WITH CHAPTER 177.091, FLORIDA STATUTES AND CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Certified this _____ day of _____, A.D., 2017

Thomas P. Hughes, P.L.S.
Professional Land Surveyor
License Number LS 3507



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 108
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258



COLONIES

A PART OF GOVERNMENT LOT 5, SECTION 9, TOWNSHIP 3 SOUTH, RANGE 29 EAST, CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___

SHEET 2 OF 2 SHEETS

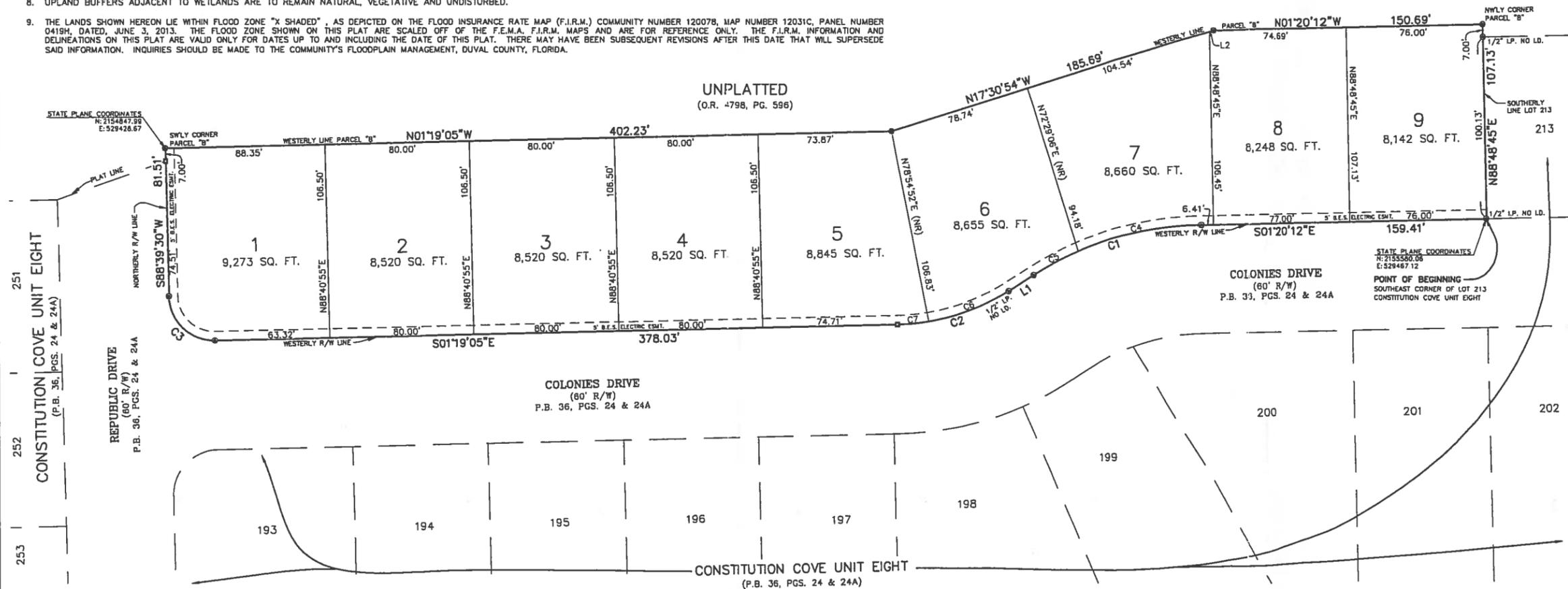
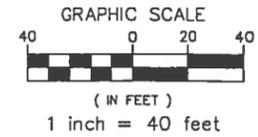
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S01°20'12"E FOR THAT PORTION OF THE WESTERLY RIGHT-OF-WAY LINE OF COLONIES DRIVE ALSO BEING THE EASTERLY BOUNDARY OF LOTS 208-213 OF CONSTITUTION COVE UNIT EIGHT AS PER PLAT.
- ALL DRAINAGE EASEMENTS ARE UNOBSTRUCTED UNLESS OTHERWISE NOTED.
- THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENTS. THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINE AS SHOWN ON THIS PLAT WITHOUT THE APPROVAL OF THIS COUNTY AND/OR ANY OTHER FEDERAL STATE OR LOCAL GOVERNMENTAL REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENTS AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THIS AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THE JURISDICTIONAL WETLAND LINE SHOWN HEREON MAY BE SUPERSEDED AND RECERTIFIED AT ANY TIME, BY THE APPROPRIATE AUTHORITIES.
- STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD 83/90 STATE PLANE, FLORIDA EAST ZONE (ZONE 0901) IN U.S. SURVEY FEET AND ARE FOR GIS PURPOSES ONLY.
- UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE AND UNDISTURBED.
- THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X SHADED", AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NUMBER 120078, MAP NUMBER 12031C, PANEL NUMBER 0419H, DATED, JUNE 3, 2013. THE FLOOD ZONE SHOWN ON THIS PLAT ARE SCALED OFF OF THE F.E.M.A. F.I.R.M. MAPS AND ARE FOR REFERENCE ONLY. THE F.I.R.M. INFORMATION AND DELINEATIONS ON THIS PLAT ARE VALID ONLY FOR DATES UP TO AND INCLUDING THE DATE OF THIS PLAT. THERE MAY HAVE BEEN SUBSEQUENT REVISIONS AFTER THIS DATE THAT WILL SUPERSEDE SAID INFORMATION. INQUIRIES SHOULD BE MADE TO THE COMMUNITY'S FLOODPLAIN MANAGEMENT, DUVAL COUNTY, FLORIDA.

LEGEND

- O.R. - DENOTES OFFICIAL RECORDS BOOK
- P.B. - DENOTES PLAT BOOK
- P.C.S. - DENOTES PAGE(S)
- (NR) - DENOTES NON-RADIAL
- ⊙ - DENOTES SET 5/8" IRON ROD & CAP "BTS PRM LB6991"
- ⊙ - DENOTES FOUND 5/8" IRON ROD & CAP "BTS PRM LB6991" UNLESS OTHERWISE SHOWN
- ⊙ - DENOTES FOUND 4"x4" CONCRETE MONUMENT, NO I.D.
- R/W - DENOTES RIGHT-OF-WAY
- I.D. - DENOTES IDENTIFICATION
- I.P. - DENOTES IRON PIPE
- B.E.S. - DENOTES BEACHES ENERGY SERVICES
- ESMT. - DENOTES EASEMENT



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	180.00'	30°58'53"	97.33'	96.15'	S16°49'38"E
C2	120.00'	31°00'13"	64.93'	64.14'	S16°42'41"E
C3	25.00'	89°58'35"	39.26'	35.35'	S43°40'12"W
C4	180.00'	22°00'57"	69.16'	68.74'	S12°20'40"E
C5	180.00'	08°57'56"	28.17'	28.14'	S27°50'07"E
C6	120.00'	22°43'12"	47.58'	47.27'	S20°51'12"E
C7	120.00'	08°17'02"	17.35'	17.33'	S05°21'05"E

Line Table		
Line #	Bearing	Distance
L1	S32°19'05"E	16.37'
L2	N17°30'54"W	2.41'



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City of Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

[Phone] 904.247.6231

[Fax] 904.247.6107

[E-Mail

Planning@jaxbchfl.net]

www.jacksonvillebeach.org



MEMORANDUM

TO: George D. Forbes, City Manager

FROM: William C. Mann, Planning and Development Director 

RE: Resolution No. 1973-2017, amending the South Beach Community Redevelopment Plan to provide for the maintenance and repair of Tax Increment funded capital investments.

DATE: March 6, 2017

Action Requested:

Adoption of Resolution No. 1973-2017, amending the Community Redevelopment Plan for the South Beach Community Redevelopment Area to provide for maintenance and repair of Tax Increment financed capital investments.

Background:

With this resolution the City Council amends the South Beach Community Redevelopment Plan to include the provision that the maintenance and repair of those improvements and facilities located in the South Beach District that were funded for construction via Tax Increment Financing (TIF) is also an allowable capital expenditure of TIF funds.

From the South Beach Community Redevelopment Area's inception in 1987 and until South Beach Park was formally dedicated in 2001, the majority of TIF expenditures in the district related to major infrastructure provision and land assemblage. With recent South Beach Park enhancements including the skate park, splash pad and other facilities, the need for a regular maintenance plan for those TIF funded improvements has been identified, over and above the levels of maintenance provided by the City for the park.

A similar maintenance provision exists in the City's Downtown Redevelopment Plan, in recognition of the need for additional levels of maintenance in that redevelopment area for improvements such as the street pavers and landscaping, and the hardscape and landscape enhancements to Latham Plaza

and the Oceanfront Park, over and above normal City-provided maintenance in those areas.

The Jacksonville Beach Community Redevelopment Agency met on January 23, 2017 and voted unanimously to approve CRA Resolution 2017-01, formally recommending that the City Council approve this amendment to the South Beach Community Redevelopment Plan.

Recommendation:

Adopt Resolution No.1973-2017, amending the South Beach Community Redevelopment Plan to provide for the maintenance and repair of Tax Increment funded capital investments within the South Beach Community Redevelopment Area.

Introduced by: _____

Adopted: _____

RESOLUTION 1973-2017

A RESOLUTION TO AMEND THE COMMUNITY REDEVELOPMENT PLAN FOR THE SOUTH BEACH REDEVELOPMENT AREA FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PREVIOUSLY AMENDED, ACCORDING TO THE REQUIREMENTS OF THE COMMUNITY REDEVELOPMENT ACT OF 1969, TO PROVIDE FOR MAINTENANCE AND REPAIR OF TAX INCREMENT-FINANCED CAPITAL INVESTMENTS; AND FOR OTHER PURPOSES.

WHEREAS, on June 15, 1987, the City Council of the City of Jacksonville Beach, Florida adopted a plan for the redevelopment of certain lands within the city limits of the City of Jacksonville Beach pursuant to an Act of the Legislature of the State of Florida duly enacted as the Community Redevelopment Act of 1969, as amended; and

WHEREAS, the redevelopment of said lands was found to be necessary in the interest of public health, safety, and welfare of the residents of Jacksonville Beach, and in the interest of carrying out the intent of the Florida Legislature, as expressed in the Community Redevelopment Act of 1969, as amended, by revitalizing the area economically and socially, improving the tax base, promoting sound growth, and providing improved quality of life; and

WHEREAS, the City Council of the City of Jacksonville Beach and its Community Redevelopment Agency (CRA) have expressed the desire to ensure that those improvements and facilities within the South Beach Community Redevelopment Area that were funded by Tax Increment Trust Funds may also be maintained in the future utilizing Tax Increment Trust Funds; and

WHEREAS, it is deemed desirable to formally incorporate this maintenance funding provision into the Community Redevelopment Plan for the South Beach Redevelopment Area for the City of Jacksonville Beach, to ensure the long term viability of various Tax Increment funded improvements and facilities within said redevelopment area; and

WHEREAS, Chapter 163.361, Florida Statutes provides that if any time after the approval of a community redevelopment plan by the governing body it becomes necessary or desirable to amend or modify such plan, the governing body may amend or modify such plan upon recommendation by the Community Redevelopment Agency, the publishing of a notice, and the holding of a public hearing; and

WHEREAS, the Jacksonville Beach Community Redevelopment Agency has made such a recommendation by CRA Resolution 2017-01, which was approved on January 23, 2017; and

WHEREAS, the City Council has considered the amendment to the South Beach Community Redevelopment Plan recommended via CRA Resolution CRA 2017-01, and has held a public hearing on the proposed amendment after reporting to the appropriate taxing authorities and after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the CRA.

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

SECTION 1. That the Jacksonville Beach South Beach Community Redevelopment Plan adopted on June 15, 1987, as amended, be further amended to provide that capital improvements and facilities located within the South Beach Community Redevelopment Area which were funded for construction through the use of Tax Increment Funds may be maintained and repaired using Tax Increment Funds.

SECTION 2. All other provisions of the June 15, 1987 South Beach Community Redevelopment Plan, as amended, applicable to the South Beach Community Redevelopment Area shall remain in effect.

SECTION 3. This Resolution shall take effect upon its passage.

AUTHENTICATED THIS _____ DAY OF _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

MEMORANDUM

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6231
Fax: 904.247.6107
Planning@jaxbchfl.net

To: George D. Forbes, City Manager

From: William C. Mann, Planning and Development Director



Re: Ordinance No. 2017-8087, establishing a *Redevelopment District: RD* zoning district within the City, as provided under Chapter 34 of the Code of Ordinances of the City.

Date: March 8, 2017

ACTION REQUESTED:

Adopt Ordinance No. 2017-8087, establishing a *Redevelopment District: RD* zoning district within the City, as provided under Chapter 34 of the Code of Ordinances of the City, to allow the development of an eight-story, mixed-use multifamily residential, hotel and commercial use project. (Applicant – *Atlantis Beach Partners, LLC*)

BACKGROUND:

The applicant owns the vacant oceanfront block located on 1st Street North between 6th and 7th Avenues North, and would like to develop a multistory hotel/mixed-use project. The subject property was the site of the former *Atlantis Hotel*. The property is currently zoned *Commercial, limited: C-1* and the applicant was advised that due to the size of the proposed redevelopment project, which is over 50,000 square feet, that rezoning to *Redevelopment District: RD* would be required. The subject property also exists as part of a 2010 Consolidated Settlement Agreement (Case No. 16-2006-CA-006294) that stipulates that in addition to rezoning to *RD*, that the subject property must be developed in accordance with current *Central Business District: CBD* zoning site design and lot layout standards. This settlement agreement also granted vested rights for a maximum building height of 89 feet on the subject property.

The applicant is proposing a mixed-use development consisting of:

- A 220-room hotel, of which up to 64 hotel rooms would be convertible into 32 condominium units, with a conversion rate of two hotel rooms per one condominium unit,
- Up to 10,000 square feet of commercial space, of which up to 6,750 square feet will be oriented along 6th Avenue North, and approximately 3,250 square feet would be internal to the hotel, such as a restaurant.



- Internal multi-story parking garage with 260 parking spaces
- Extension of public Seawalk across ocean frontage of subject property to 7th Avenue North.

Sixth Avenue North, which forms the subject property's southerly boundary, is classified as an "A" street in the City's *CBD* site design and lot layout standards. As such, the developer is required to provide active commercial uses along that street frontage. Commercial and retail uses within the project will cater to both hotel guests and the general public.

Adjacent property uses include The *Casa Marina* hotel to the south, commercial, residential, a mixed hotel/apartment/commercial use project proposed for the vacant property to the west, multifamily residential to the north and the beach and Atlantic Ocean to the east. The proposed redevelopment is consistent with the Downtown Community Redevelopment Plan, the 2030 Comprehensive Plan and the Land Development Code, and will serve to continue the current revitalization of the downtown area, and bring in an additional daytime population. The project as described in the submitted application would complement the character of the surrounding neighborhood and would fit within the context of the Downtown Vision Plan objectives. Adjacent property values should be enhanced by the proposed development of the subject property. Adequate public facilities exist to serve the project, and it will be subject to the City's Mobility Fee.

The Community Redevelopment Agency (CRA) met and considered this rezoning application on January 23, 2017, and approved the proposed project, finding it to be consistent with the approved Downtown Redevelopment Plan. The Planning Commission subsequently conducted a public hearing on the requested rezoning on February 13, 2017, and recommended its approval by the City Council.

RECOMMENDATION:

Adopt Ordinance No. 2017-8087, establishing a *Redevelopment District: RD zoning* district within the City, as provided under Chapter 34 of the Code of Ordinances of the City, to allow the development of an eight-story, mixed-use multifamily residential, hotel and commercial use project. (Applicant – *Atlantis Beach Partners, LLC*)

Approve Findings of Fact, Ordinance No. 2017-8087, dated March 20, 2017.

FINDINGS OF FACT
Ordinance No. 2017-8087

March 20, 2017

SUBJECT: **Ordinance No. 2017-8087**, establishing a *Redevelopment District: RD* zoning district within the City, as provided under Chapter 34 of the Code of Ordinances of the City, to allow the development of an eight-story, mixed-use multifamily residential, hotel and commercial use project.

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

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

- (9) Whether, and the extent to which, the proposed amendment would result in a logical and orderly development pattern;
- (10) Whether it is impossible to find other lands in the city for the proposed use in a zoning district that permits such use as of right.

Based on a review of the application, staff analysis of the information submitted, and the City Council Public Hearing on the proposed project conducted on March 20, 2017, the City Council has found that the applicant has fulfilled their burden to show that the requested *Redevelopment District: RD* rezoning should be approved as follows:

1. The Jacksonville Beach Community Redevelopment Agency held a public hearing on the rezoning on January 27, 2017 and recommended its approval by City Council, finding the application and proposed development to be consistent with the Downtown Community Redevelopment Plan.
2. The Jacksonville Beach Planning Commission held a public hearing on the rezoning on February 13, 2017 and recommended its approval by City Council, finding the application and proposed development to be consistent with the Land Development Code and the 2030 Comprehensive Plan.
3. Adequate public facilities are available to serve the project approved by the rezoning.
4. There was no public testimony presented at the Planning Commission public hearing, the Community Redevelopment Agency meeting, or the City Council public hearing to dispute any of the presentments of the applicant.
5. The rezoning approves logical infill commercial and potential residential development on the only significantly sized vacant oceanfront property in the downtown area of the city and will help provide a desired daytime population to the downtown area.
6. The rezoning provides for the northerly extension of the City's public Seawalk, a key pedestrian linkage and recreational component of the downtown area public space.

Introduced by: Council Member Jeanell Wilson

1st Reading: March 6, 2017

2nd Reading: _____

ORDINANCE NO. 2017-8087

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

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

WHEREAS, the owners of certain lands in the City, more particularly described herein, have applied to the City Council for the rezoning of those lands from *Commercial limited: C-1* to *Redevelopment District: RD*.

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

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

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

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

Lots 1, 2, 3, and 4, Block 71, Pablo Beach North, as recorded in Plat book 3, Page 28, of the current Public Records of Duval County, Florida, together with (I) the lands lying east of and between the easterly projection of the north line of said Lot 1 and the easterly projection of the south line of Lot 3, to the erosion control line per Plat Book 35, Pages 59-59B of the current public records of Duval County, Florida, and (II) the lands lying east of and between the easterly projections of the north and south lines of said Lot 4, to the east face of the existing concrete bulkhead as same is referenced in Plat Book 35, Pages 59-59B of the current public records of Duval County, Florida.

Heretofore zoned as *Commercial limited: C-1*, be and the same is hereby designated as *Redevelopment District: RD*, so that henceforth the same shall be classified and construed to be embraced within the meaning and subject of the general provisions of the *Redevelopment District: RD* zoning category as provided in Article VII, Section 34-347 of the Jacksonville Beach Land Development Code (Chapter 34 of the Code of Ordinances of the City of Jacksonville Beach, Florida), subject to the following additional limitations:

- A. The rezoning application dated July 25, 2016, including project narrative dated December 12, 2016, attached hereto as Exhibit A, and Preliminary RD Development Plan titled "Conceptual Site Development Plan" and dated December 12, 2016, and East Building Elevation drawing dated December 12, 2016, together attached hereto as Exhibit B, which have been submitted to the City of Jacksonville Beach Planning and Development Department, are hereby adopted and incorporated as part of this amendment to the Jacksonville Beach Land Development Code and Zoning Atlas.
- B. The project shall be generally carried out in accordance with the presentments of the rezoning application, project narrative, and conceptual site development plan, including but not limited to the following:
 - 1. Maximum building height - Eighty-nine (89) feet.
 - 2. Permitted structure(s) shall be set back a maximum of ten (10) feet from the southerly boundary line of the subject property, and a minimum of twenty-nine (29) feet from the northerly boundary line of the subject property.
 - 3. A minimum of two hundred and sixty (260) off-street parking spaces shall be provided.
 - 4. Extension of the public Seawalk from 6th Avenue North to Seventh Avenue North.
- C. Permitted uses shall be limited to a maximum of two hundred and twenty (220) hotel rooms, of which sixty-four (64) hotel rooms may be converted to a maximum of thirty-two (32) residential dwelling units, and a maximum of 10,000 square feet of commercial space. Individual residential condominium unit sizes shall comply with Land Development Code Section 34-340(e)(3)d. standards for multiple family dwelling units. Permitted uses within the commercial space shall be limited to the permitted uses of the *Commercial limited: C-1* zoning district, pursuant to Land Development Code Section 34-342(b), except for those uses specifically prohibited within *Redevelopment District: RD* zoning districts pursuant to Land Development Code Section 34-347(c)(3) i. 2. ii.

D. Signage within the subject property shall comply with the standards of Land Development Code Article VIII, Division 4. – Sign Standards.

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

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

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

AUTHENTICATED THIS _____ DAY OF _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

ATLANTIS

REZONING TO REDEVELOPMENT DISTRICT

1. Rezoning Application
2. Proof of Ownership
3. Owner/Agent Authorization
4. Property Legal Description
5. Property Appraiser Map
6. Aerial Map
7. Project Narrative Description, 12-12-16

1. Rezoning Application



REZONING/TEXT AMENDMENT APPLICATION

PC No. 41-16

AS/400# 16-100231

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

APPLICANT INFORMATION

Land Owner's Name: Atlantis Beach Partners, LLC.
Mailing Address: 645 Mayport Road, Suite 5
Atlantic Beach, FL. 32233

Telephone: (904) 747-5334
Fax: _____
E-Mail: bweber@theklotzcompanies.com

Applicant Name: Same as Owner
Mailing Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

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

Agent Name: Kimley-Horn and Associates, Inc. Attn: Mark W. Shelton, AICP
Mailing Address: 12740 Gran Bay Parkway, Suite 2350
Jacksonville, FL. 32258

Telephone: (904) 828-3900
Fax: _____
E-Mail: Mark.Shelton@Kimley-Horn.com

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

REZONING DATA

Street address of property and/or Real Estate Number: 715 1st Street North, Jacksonville FL. 32250 (RE# 174249 0010)
Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): Please see attached Legal Description and Warranty Deed

Current Zoning Classification: C-1 Future Land Use Map Designation: CBD

TEXT AMENDMENT DATA

Current Chapter, Article, Section, Paragraph Number: _____

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

Applicant Signature: [Signature]

Date: 25 JUL 16

2. Proof of Ownership

Prepared by and return to:

Lawrence V. Ansbacher, Esq.
Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100
Jacksonville, FL 32256

SPECIAL WARRANTY DEED

1. **Grantor's name and address is:**

PARK PROPERTIES, INC.
A Florida corporation
1234 King Street
Jacksonville, FL 32204

2. **Grantee's name and address is:**

ATLANTIS BEACH PARTNERS, LLC,
A Florida Limited Liability Company
645 Mayport Road, Suite 5
Atlantic Beach, FL 32233

Grantee's tax identification number is: 46-3373295.

The terms Grantor and Grantee shall be non-gender specific, singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

3. **The real property ("Property") conveyed hereby is described as follows:**

LOTS 1, 2, 3 AND 4, BLOCK 71, PABLO BEACH NORTH, AS RECORDED IN PLAT BOOK 3, PAGE 28, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH (I) THE LANDS LYING EAST OF AND BETWEEN THE EASTERLY PROJECTION OF THE NORTH LINE OF SAID LOT 1 AND THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 3, TO THE EROSION CONTROL LINE PER PLAT BOOK 35, PAGES 59-59B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND (II) THE LANDS LYING EAST OF AND BETWEEN THE EASTERLY PROJECTIONS OF THE NORTH AND SOUTH LINES OF SAID LOT 4, TO THE EAST FACE OF THE EXISTING CONCRETE BULKHEAD AS SAME IS REFERENCED IN PLAT BOOK 35, PAGES 59-59B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA,

together with all tenements, hereditaments, easements and appurtenances belonging to or benefiting such property.

The Property Appraiser's Parcel Identification Numbers are 174249-0000, 174252-0000 and 174254-0000.

4. **Grantor for good and valuable consideration plus the sum of \$10.00 the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee the Property to have and to hold in fee simple forever.**

5. Grantor fully warrants title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise, except for those certain "Permitted Exceptions" more particularly described on Exhibit attached hereto and, by this reference, made a part hereof.

EXCEPT AS EXPRESSLY SET FORTH IN THIS DEED, GRANTOR HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND CONTRACTS OF EVERY KIND AND CHARACTER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE (OTHER THAN AS SPECIFICALLY SET FORTH ABOVE), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; (iii) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES (PUBLIC OR PRIVATE); (iv) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (v) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE AT, IN, ON, UNDER OR ABOUT THE PROPERTY. THE TERMS OF THIS DISCLAIMER SHALL SURVIVE DELIVERY OF THIS DEED.

Executed on August 26, 2013.

1st Witness: May S. Smallwood
Print Name: MARY S. Smallwood

PARK PROPERTIES, INC.
A Florida corporation

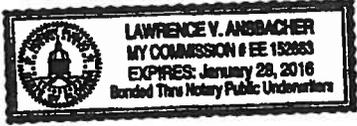
2nd Witness: [Signature]
Print Name: LAWRENCE V. ANSBACHER

By: [Signature]
Matthew T. Meyer Its _____
President

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 26th day of August, 2013 by Matthew T. Meyer President of Park Properties, Inc., a Florida corporation on behalf of the corporation () who is personally known to me or () who has produced _____ (Florida Driver's License) as identification.

Notary Public, State of Florida
My Commission Expires:



PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year 2013 and subsequent years which are not yet due and payable
2. Riparian and littoral rights are not insured.
3. Those portions of the Property herein described being artificially filled in land in what was formerly navigable waters, are subject to the right of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
4. Property lying Easterly (seaward) of the established erosion control line.
5. The rights, if any, of the public to use as a public beach or recreation area any part of the Property lying between the body of water abutting the Property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area.
6. Any portion of the Property lying waterward of the mean-high water line of Atlantic Ocean.
7. Vested Rights Claim recorded in Official Records Book 14322, page 1826, of the current public records of Duval County, Florida, as consolidated in Official Records Book 16299, page 2275 and Official Records Book 16299, page 2288, both of the current public records of Duval County, Florida.
8. Survey prepared by Tri-State Land Surveyors, Inc. last dated August 9, 2013 (Order #01-539) discloses 2.0' concrete seawall.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

ATLANTIS BEACH PARTNERS, LLC

Filing Information

Document Number	L13000112330
FEI/EIN Number	46-3373295
Date Filed	08/08/2013
Effective Date	08/01/2013
State	FL
Status	ACTIVE

Principal Address645 MAYPORT ROAD
SUITE 5
ATLANTIC BEACH, FL 32233**Mailing Address**645 MAYPORT ROAD
SUITE 5
ATLANTIC BEACH, FL 32233**Registered Agent Name & Address**KLOTZ, JEFF
645 MAYPORT ROAD
SUITE 5
ATLANTIC BEACH, FL 32233**Authorized Person(s) Detail****Name & Address**

Title Managing Member

Klotz, Jeff
645 MAYPORT ROAD
SUITE 5
ATLANTIC BEACH, FL 32233**Annual Reports**

Report Year	Filed Date
2014	04/24/2014
2015	03/23/2015

2016

04/18/2016

Document Images

[04/18/2016 -- ANNUAL REPORT](#)

View image in PDF format

[03/23/2015 -- ANNUAL REPORT](#)

View image in PDF format

[04/24/2014 -- ANNUAL REPORT](#)

View image in PDF format

[08/08/2013 -- Florida Limited Liability](#)

View image in PDF format

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State of Florida, Department of State

3. Owner/Agent Authorization

Agent Authorization Affidavit- Property Owner

Date: July 12, 2016

City of Jacksonville Beach
Planning and Development Department
11 North Third Street
Jacksonville Beach, Florida 32250

Re: Agent Authorization for the following site location: Atlantis (715 1st Street North, Jacksonville Beach)

To Whom it May Concern:

You are hereby advised that the undersigned is the owner of the property described in Exhibit C attached hereto. Said owner hereby authorizes and empowers Kimley-Horn and Associates, Inc. to act as agent to file application(s) for Rezoning, Mobility Fee and other development applications for the above-referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

If Owner is Individual:

If Owner is Corporate Entity:*

Print Corporate Name:

Atlantis Beach Partners, LLC

By _____

By Jeffrey D. Klotz

Print Name: _____

Print Name: Jeffrey D. Klotz

Its: Manager

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed and acknowledged before me this 12 day of July 2016, by JEFF D KLOTZ, who is personally known to me or who has produced _____ as identification and who took an oath.

Lisa A Binder

(Signature of NOTARY PUBLIC)

LISA A. BINDER

(Printed name of NOTARY PUBLIC)



LISA A. BINDER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF189043
Expires 1/12/2019

State of Florida at Large.

My commission expires: 1/12/2019

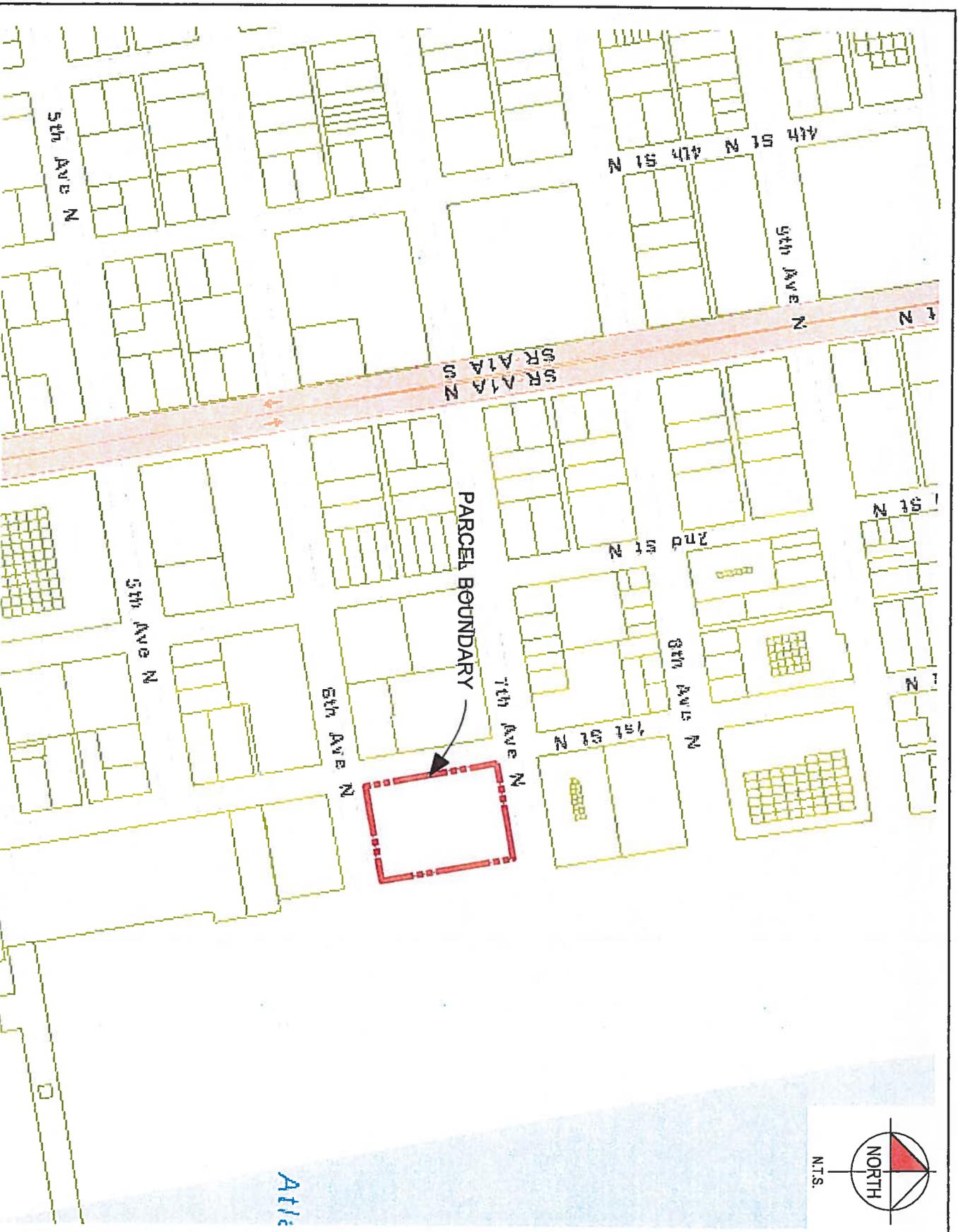
4. Property Legal Description

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4, BLOCK 71, PABLO BEACH NORTH, AS RECORDED IN PLAT BOOK 3, PAGE 28, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH (I) THE LANDS LYING EAST OF AND BETWEEN THE EASTERLY PROJECTION OF THE NORTH LINE OF SAID LOT 1 AND THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 3, TO THE EROSION CONTROL LINE PER PLAT BOOK 35, PAGES 59-59B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND (II) THE LANDS LYING EAST OF AND BETWEEN THE EASTERLY PROJECTIONS OF THE NORTH AND SOUTH LINES OF SAID LOT 4, TO THE EAST FACE OF THE EXISTING CONCRETE BULKHEAD AS SAME IS REFERENCED IN PLAT BOOK 35, PAGES 59-59B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

5. Property Appraiser Map

6/22/2016 jochubisberg H:\VAK\PTO\KLOTZ\Ahorita\CADD\REV3 - Property Appraiser Map.dgn
 This document, together with the concepts and designs presented herein, is an instrument of service, to be filed only for the specific purpose and date for which it was prepared. Maps of and property values on this document without written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PROJECT #	043462000
DATE	JUNE 2016
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	KHA
EXHIBIT NUMBER	1

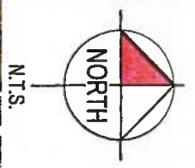
ATLANTIS
 Rezoning Application
 DUVAL COUNTY FLORIDA

PROPERTY APPRAISER'S MAP

Kimley»Horn
 ©2016 KIMLEY-HORN AND ASSOCIATES, INC
 12740 GRAN BAY PARKWAY WEST SUITE 2350,
 JACKSONVILLE, FL 32258
 PHONE: 904 828 3900 | WWW.KIMLEY-HORN.COM
 CA 0000696

6. Aerial Photograph

6/22/2016
 K:\MKT_1070\4107\Ailoria\CA00\001 Aerial Map.dgn
 Job Number
 This document, together with the concepts and designs presented herein, is an instrument of service. It is intended only for the specific purpose and client for which it was prepared. Review of and reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PROJECT #	045462000
DATE	JUNE 2016
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	KHA
EXHIBIT NUMBER	3

ATLANTIS
 Rezoning Application

DUVAL COUNTY FLORIDA

**AERIAL
 MAP**

Kimley»Horn

©2016 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST SUITE 2350,
 JACKSONVILLE, FL 32258
 PHONE: 904 828 3900 | WWW.KIMLEY-HORN.COM
 CA 0000696

7. Project Narrative Description

NARRATIVE DESCRIPTION

PROPOSED AMENDMENT TO THE ZONING MAP DESIGNATION

Atlantis Mixed Use Project located at 715 North 1st Street

4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC.

A. Reason for Rezoning

Pursuant to the City of Jacksonville Beach's Land Development Code (LDC) Section 34-345 - Central Business District (CBD), "buildings or developments containing single or multiple uses listed herein and which exceed fifty thousand (50,000) square feet in gross floor area shall only be approved pursuant to redevelopment district: RD or planned unit development: PUD district standards and procedures". In addition to this LDC requirement to rezone the subject property, the 2010 Consolidated Settlement Agreement (Case No. 16-2006-CA-006294) further stipulates the following:

"4. Notwithstanding paragraph I. 3. of this Settlement Agreement, development review of site plans for any parcel subject hereto shall be processed under Section 34-345 (Central Business District: CBD) of the LDC, as it existed on November 1, 2004; however, development proposals which exceed 50,000 square feet of gross floor area or 50 feet in height shall be processed under the provisions of the Section 34-347 (Redevelopment District: RD) zoning standards; and shall be constructed in accordance with the CBD site design and lot layout standards in Section 34-345(e) (Central Business District: CBD) of the LDC, as currently in effect."

As the proposed development for the subject site will exceed the aforementioned thresholds, the request to rezone this property from Commercial Limited (C-1) to Redevelopment District (RD) is necessary.

B. Existing Site Conditions

The subject property is bounded on the North by 7th Avenue North, on the West by 1st Street North, on the South by 6th Avenue North and on the East by the Atlantic Ocean. The site is currently vacant. The property is not landscaped and has not been in use for more than the past 10 years.

C. Consistency with Surrounding Uses

Currently, the existing uses surrounding the subject property are consistent with the uses proposed in this application. The surrounding uses are as follows:

North: Aquilus Condominiums
West: Dolphin Depot Mixed Use Development (proposed)
South: Casa Marina Hotel and Restaurant
East: Atlantic Ocean

D. Consistency with Land Development Code (LDC)

The proposed project will meet the purpose and intent of the Redevelopment District (RD) as set forth in Section 34-347 of the City of Jacksonville Beach Land Development Code (LDC). The Atlantis project is designed to achieve “a diversity of uses in a desirable environment” by proposing hotel, commercial, recreational, and potentially residential uses in a concise and consistent built environment. Furthermore, the proposed development of Atlantis will meet or exceed all development standards set forth in this section including:

Site Development Table

Land Area	1.31 acres	
Permitted Uses	Mixed Use (Commercial/Hotel/Residential)	
Proposed Uses		
Retail	5,000 – 10,000 square feet*	
Hotel	220 Hotel Rooms and ancillary uses	
Condominium	Up to 64 hotel rooms may be converted to up to 32 condominium units, or portion thereof, at an exchange rate of 2 hotel rooms per 1 condominium unit.	
Residential Density	Maximum 40 units per acre	
Lot Coverage	100% Maximum	
Building Setback requirements	1 st Street	0'
	6 th Avenue	10'
	Atlantic Ocean	The more restrictive of 10' or the Oceanfront Extent Line as established by the FDEP (Pools, decks, seating areas, cabanas, etc. shall be allowed east of the FDEP established oceanfront extent line)
	7 th Avenue	29'
Traffic circulation control and parking	Vehicular access planned from 7 th Avenue North	
Off-street parking and loading	Code minimum structured parking	
Open space requirement	Plaza, Pool, Outdoor Seating, Seawalk etc.	
Signage	Code Minimum per LDC Article VIII, Division 4	
Landscape	Code Minimum per LDC Article VIII, Division 3	
Environmental	Stormwater management provided	

Utility Easements	Provided as required
Adequate public facilities	Sufficient public facilities available
Tentative Development Schedule	Commencement 2018; Completion 2023
Comprehensive plan consistency	See below

*Up to 6,750 square feet of ground floor retail uses fronting 6th Avenue shall have external access and be available to street level pedestrian traffic.

E. Consistency with the Jacksonville Beach Community Redevelopment Plan

The project will achieve several redevelopment objectives as set forth in the Jacksonville Beach Community Redevelopment Plan:

1. The proposed development will help eliminate the conditions of blight and prevent the spread of blighting conditions.
2. It will consist of a compact, mixed-use development within the core area, oriented to recreation, entertainment, specialty retail, tourism, and housing.
3. It will help stabilize and enhance the residential portions of the redevelopment area through infill development and rehabilitation.
4. Through the seawalk expansion on the site, it will enhance useable open space in the community redevelopment area to support and encourage greater pedestrian activity.
5. The proposed project design will continue the high quality standards of new development and rehabilitation consistent with the desired image of Jacksonville Beach.
6. Atlantis will help create an exemplary public environment consisting of streets, pedestrian walks, plazas, and open spaces for the community.

The structure will have a maximum building height of eighty-nine (89) feet and is planned to consist of ground floor retail and hotel amenities and uses with parking; up to three additional levels of structured parking above the ground floor; and up to six floors of hotel uses with potential to exchange up to 64 hotel rooms for up to 32 condominium units, or portion thereof, at an exchange rate of 2 hotel rooms per 1 condominium unit. The development will have more than fifty (50%) percent commercial (including hotel) in gross square footage. Accordingly, the northern and southern yard setbacks will equal a minimum of thirty-nine (39) feet combined. Also, pursuant to required Central Business District (CBD) standards, the front yard setback along 1st Street (western property line) shall be zero (0) feet, while the eastern property line setback shall be the greater of 10' or 0' from the Oceanfront Extent Line as established by the FDEP. The design, character, and architectural style of the proposed development will result in a unified, cohesive, and compatible plan of development within the Community Redevelopment Plan area. A Conceptual Elevation, dated September 26, 2016, is included as an attachment to the rezoning application.

F. Consistency with Comprehensive Plan

The proposed Atlantis project includes an optimal mix of hotel, commercial, recreational, and potentially residential uses to ensure that the development is consistent with the goals and objectives of the Jacksonville Beach 2030 Comprehensive Plan. The hotel land use included in this development specifically supports Jacksonville Beach's tourism industry. Condominiums considered for the project, if developed, will provide new residential dwelling units, promoting livability in the city's core

downtown area. Atlantis also will provide space for commercial uses, including restaurant and retail, that will support the economic vitality of the downtown area. Outdoor recreation in the project consists of a pool with outdoor seating, a seawalk and beach-front features. These outdoor features, as well as the public beach access that will be preserved and expanded during development, provide adequate recreation for residents and tourists alike while also conserving the natural aesthetics of the downtown beach. The proposed Atlantis project also addresses building design, landscaping, and parking in order to support an attractive streetscape. The nature and design of this project provide for a continued high quality of life in Jacksonville Beach.

The following objectives from the Jacksonville Beach 2030 Comprehensive Plan are specifically addressed in this development:

Policy LU.1.3.1

It is the intent of the City that the land use proposals in the adopted Downtown and South Beach Community Redevelopment plans currently being implemented are made a part of this Future Land Use Element by reference and development within these designated areas shall be carried out under the Planned Unit Development or Redevelopment District provisions in the City's land development regulations.

Policy LU.1.3.3

The City shall support and encourage redevelopment of the core downtown area, that area within the Central Business District: CBD zoning district boundaries, in accordance with its Downtown Vision Plan, through public investments and the development of detailed site design regulations to guide private development within the CBD. These design regulations shall be incorporated into the *Central Business District: CBD Zoning District* regulations of the Jacksonville Beach Land Development Code by November, 2011, and shall address such aspects as building design and frontage requirements, landscaping, and location of parking facilities and driveways.

Policy LU.1.4.3

New residential development shall be designed so that valuable and aesthetic natural features are conserved, that on-site opportunities are utilized, and that the design is contemporary and imaginative and avoids wasteful, rigid arrangements of streets and utility systems.

Policy LU.1.4.8

Adequate recreation and open space facilities shall be developed over the planning period to provide the adopted level of service for existing and projected population in accordance with the goals, objectives, and policies set forth in the Recreation and Open Space Element.

Policy LU.1.5.10

CENTRAL BUSINESS DISTRICT (CBD)

The Central Business District (CBD) land use category is intended to provide a central core for the city, with a diversity of uses, and to promote flexibility in design and quality in development while preserving public access to the beach recreational area. It is coterminous with the jurisdictional area of those lands within the Downtown Redevelopment Area. The CBD category allows medium to high density residential, commercial, industrial, recreational, and entertainment uses, as well as transportation and communication facilities. The exact location, distribution, and density/intensity of various types of land uses in the Redevelopment Area will be guided by the site development plans approved as part of the Downtown Redevelopment Plan.

Policy LU.1.7.2

Encourage development/redevelopment at an appropriate scale, form, and density/intensity to support more economical and efficient public bus transit service.

Objective HO.1.1

The City shall assist the private sector to provide new dwelling units between 2011 and 2030 for an estimated 458 new households projected to reside in the city.

Objective CM.2.1.1

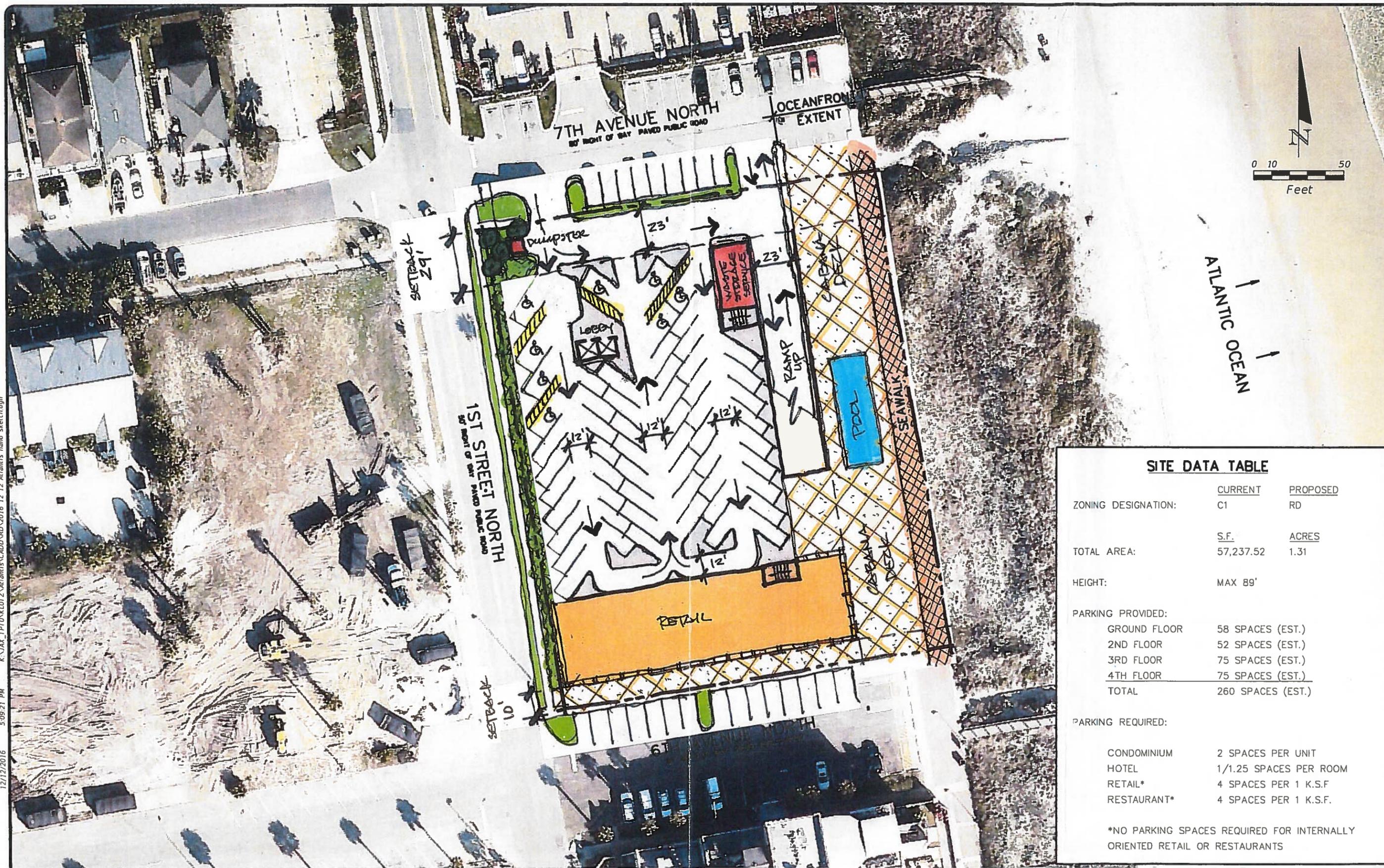
Shoreline land uses which incorporate public uses and access to shorelines and coastal resources shall have priority during development and redevelopment.

ATLANTIS

REZONING TO REDEVELOPMENT DISTRICT

1. Preliminary RD Development Plan, 12-12-16
2. Conceptual East Building Elevation, 9-26-16

K:\JAX_TPTON\KLOTZ\Atlantis\CADD\RDV\2016 12 12 Atlantis hand sketch.dgn
5:09:21 PM
12/12/2016
jack hulsberg



SITE DATA TABLE		
	<u>CURRENT</u>	<u>PROPOSED</u>
ZONING DESIGNATION:	C1	RD
TOTAL AREA:	<u>S.F.</u> 57,237.52	<u>ACRES</u> 1.31
HEIGHT:	MAX 89'	
PARKING PROVIDED:		
GROUND FLOOR	58 SPACES (EST.)	
2ND FLOOR	52 SPACES (EST.)	
3RD FLOOR	75 SPACES (EST.)	
4TH FLOOR	75 SPACES (EST.)	
TOTAL	260 SPACES (EST.)	
PARKING REQUIRED:		
CONDOMINIUM	2 SPACES PER UNIT	
HOTEL	1/1.25 SPACES PER ROOM	
RETAIL*	4 SPACES PER 1 K.S.F	
RESTAURANT*	4 SPACES PER 1 K.S.F.	
*NO PARKING SPACES REQUIRED FOR INTERNALLY ORIENTED RETAIL OR RESTAURANTS		

ATLANTIS CONCEPTUAL SITE PLAN

715 1ST STREET NORTH JACKSONVILLE BEACH, FL 32250

December 12, 2016





ATLANTIS - OCEAN VIEW

CONCEPTUAL ELEVATION 9.26.16 KIMLEY-HORN