



Agenda
City Council

Monday, May 15, 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. 17-074 City Council Briefing Held May 1, 2017
- b. 17-075 Regular City Council Meeting Held May 1, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- a. 17-076 Presentation by Florida League of Mayors and Florida League of Cities to Fletcher Middle School Student Avery Wingate, Second Place Winner in the "If I Were Mayor" Essay Contest
- b. 17-077 Presentation by Denise Bunnewith with North Florida TPO on the North Florida Transportation Improvement Program

CITY CLERK

CITY MANAGER

- a. 17-078 Accept the Monthly Financial Reports for the Month of April 2017
- b. 17-079 Approve a Commercial Lease Agreement with ***Coastal Improvement Corporation*** for Property at the Industrial Park
- c. 17-080 Approve the Design of a Master Plan for the Golf Course
- d. 17-081 Approve the Expenditure from the General Capital Projects Fund for Geographic Information Systems Services Related to the Enterprise Resource Planning System

RESOLUTIONS**17-082 RESOLUTION NO. 1982-2017**

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NONUNION) CITY POSITIONS, EFFECTIVE MAY 1, 2017.

ORDINANCES

- a. 17-083 **ORDINANCE NO. 2017-8088 (First Reading)**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; AMENDING CHAPTER 5, "ANIMALS AND FOWL," ARTICLE III. - DOGS AND CATS, DIVISION 1. - IN GENERAL, SECTION 5-24 "DANGEROUS DOGS," SECTION 5-24.1 "ATTACK OR BITE BY DANGEROUS DOG."; AMENDING TO APPEAL TO THE CIRCUIT COURT AND NOT COUNTY COURT, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- b. 17-084 **ORDINANCE NO. 2016-8082 (First Reading)**

AN ORDINANCE TO REPEAL IN ITS ENTIRETY CHAPTER 18 "NOISE", OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND REPLACING IT WITH A NEW CHAPTER 18, THAT INCLUDES SECTION 18-7 "LOW VOLUME OUTDOOR AMPLIFIED AND ACOUSTIC SOUND", PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

c. 17-085 **ORDINANCE NO. 2017-8089** (First Reading) (Public Hearing)

AN ORDINANCE TO AMEND REDEVELOPMENT DISTRICT: RD ORDINANCE NO. 2016-8070, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (This amends the currently approved RD ordinance governing the property at the northwest corner of 1st Street North and 6th Avenue North by increasing the number of hotel rooms and by providing a revised site plan and building elevation drawing)

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, May 1, 2017 – 5:15 P.M.
Council Chamber Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

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

The following City Council Members attended:

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, Deputy City Manager Trish Roberts, Police Chief Pat Dooley and City Department Directors

Purpose of Briefing

The purpose of the briefing is to update the Council Members on projects and discuss the Special Events Policy.

City Manager

Mr. Forbes stated the dredge broke down and was in the City of Jacksonville for a week for repairs. Mr. Forbes stated the plan remains the same, which is to stockpile sand and hire a trucking company to move the sand and improve the dunes south of 17th Avenue. For this to occur the Army Corp of Engineers must approve the price from the dredging company, and the City of Jacksonville must select a trucking company.

Mr. Forbes reported there is a shortage of Lifeguards for the summer. He explained three ideas for recruiting additional Lifeguards:

- Pay increase to make City's pay competitive
- Offering eight-week training program instead of twelve-week program (with the same amount of training hours)
- Lifeguards who complete total of 300 hours within the ten weeks of summer, would receive an additional \$500 incentive to ensure that City has enough Lifeguards to provide adequate coverage of the beach

Mr. Forbes explained there had been numerous complaints about trash on the beach. He stated the City has made the following changes to help keep the beaches clean:

- Added an additional person to assist with the afternoon pick-up
- Changed trash pick-up time to 6:00 P.M. to allow additional time for beachgoers to leave the beach before trash pick-up starts
- Added five-gallon trash cans to each Lifeguard chair with a printed message about keeping our beaches clean

- Adding an audio recording message that would be played from the Lifeguard vehicle, as it travels on the beach, asking the beachgoers to please keep the beaches clean
- Adding additional 55-gallon trash cans on the beach. They will also have a printed message about keeping our beaches clean

Mr. Doherty suggested enforcing littering fines to help with the trash problem. Ms. Hoffman suggested hiring a marketing firm to help create a positive campaign to address ideas of how to keep the beaches clean.

Mr. Forbes discussed the issue of possibly changing the water source used for watering the greens at the golf course from City water to well water to help with better maintaining the grass. Mr. Forbes mentioned the idea of developing a master plan for the golf course to make it more playable and attractive to more golfers. He offered a suggestion of possibly adding a walking path around the golf course to add visual interest to the space and make it more useful as a recreation facility for the community. In addition, he brought to the Council's attention that the fees for the golf course and all other parks and recreation fees need to be updated.

Mr. Forbes announced HGTV would be filming in Jacksonville Beach and Ponte Vedra Beach in the near future. The exact dates of airing of the program are unknown.

Mr. Forbes reported the Autistic Surf Camp had moved its location to Neptune Beach.

Special Events Policy

Mr. Forbes stated he is looking for direction from the City Council concerning the Special Events Policy. Conversation ensued regarding the handout presented by Deputy City Manager Trish Roberts. Topics discussed were:

- Clarification of the definitions for a Special Event and Festival. The Special Events definition has been re-written to focus on events serving alcohol and events that require additional City resources.
- The definition of an Organizer or Producer was revised to include:
 - Holder of the Alcoholic Beverage Temporary License/Permit would be considered to be a co-organizer/co-producer of the event and would be required to sign the Special Event Permit
 - Sitting members of the City Council, City boards and agencies, City staff and any of their immediate family members, shall have no financial interest, direct or indirect in entities that organize or produce festivals

Ms. Hoffman and Mr. Vogelsang expressed their concerns regarding the definition of a concert and how it may preclude different opportunities for events to be held at Latham Plaza. Ms. Hoffman stated she feels the City should be encouraging the opportunity to hold concerts at Latham Plaza especially because the Plaza was built to hold concerts.

Ms. Roberts clarified the reason for concern for holding a multi-day festival and a concert serving alcohol in the same month as being a strain on the staff of the Police and Public Works Department. Multiple

events in a month often require City staff to work extra duty assignments and long hours. Chief Dooley stated that holding multiple events often require up to several weeks of planning and preparation of staff.

The Police Department is also responsible for providing coverage for smaller events held within the City, the increasing number of visitors, as well as assisting with the beach renourishment program. Chief Dooley also mentioned the extensive preparation for coverage at the beach on holiday weekends and special events.

Ms. Hoffman expressed that there are opportunities to use the Seawalk Pavilion and serve alcohol at the same time and it would not be of high impact on the City. She further expressed her concern of the City losing sight of those type of opportunities to use the wonderful facility that the City has to offer.

Mr. Forbes reviewed the following policies regarding facility availability and the scheduling of special events as follows:

- Maximum length of any festival is shown below; these events may be held on Friday from 5:00 P.M. until 10:00 P.M.; on Saturday from 12:00 (noon) until 10:00 P.M. or from Sunday from 12:00 (noon) until 8:00 P.M.
 - October through February: two consecutive days
 - March through September: one day
 - Exceptions: Springing the Blues, which is two days and Air Show, which is three days
- In years that the City of Jacksonville Beach hosts the Air Show, no festival may be held in the same month.

Mr. Vogelsang suggested a change in wording as follows: instead of “in the same month” be changed to “within two weeks.”

Mr. Forbes clarified the policy updates regarding non-issuance or revocation of a special events permit and cancellation of an event:

- The City of Jacksonville Beach would not be responsible for any economic loss or damage resulting from non-issuance or cancellation of a special even permit

Mr. Forbes reviewed the updated information regarding additional application requirements as follows:

- An organizer/producer would be required to submit the organization’s corporate documents, listing of officers and board members; and the most recent IRS Form 990, where applicable

Ms. Hoffman suggested more clarification regarding what corporate documents are suitable. Mr. Vogelsang suggested Articles of Incorporation be submitted.

Low Volume Outdoor Amplified and Acoustic Sound Policy

Mr. Forbes stated he is looking for direction from the City Council. Conversation ensued regarding the handout presented by Deputy City Manager Trish Roberts. Topics discussed were:

- The duration of the pilot project has been changed to one year

- Clarification on the definition of acoustic sound

Chief Dooley reviewed the following policies regarding Outdoor Amplified Sound as follows:

- Outdoor amplified and acoustic sound shall be limited to sound producing devices such as low volume amplified sound, low volume acoustic, low volume orchestral instrument, or low volume stringed instruments
- Drums and drum machines would be prohibited
- Woofers and sub-woofers would be prohibited

Ms. Hoffman asked what would happen if one of the 16 grandfathered permit holders for outdoor sound were to sell the business, would the new owners be able to continue as permit holders? Ms. Hoffman suggested the new businesses with outdoor venues who are facing the water and are not in residential areas should be allowed to apply for an outdoor sound permit.

The briefing adjourned at 6:55 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, May 1, 2017, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



(Amended)

OPENING CEREMONIES:

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

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:12 P.M.

ROLL CALL:

Mayor: William C. Latham

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

Also present were City Manager George Forbes, Chief of Police Patrick Dooley, City Attorney Susan Ederlyi, City Clerk Laurie Scott, and Staff Assistant Mandy Murnane.

APPROVAL OF MINUTES

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

- City Council Briefing held April 17, 2017
- Regular City Council Meeting held April 17, 2017

ANNOUNCEMENTS

Mr. Thomason commended Public Works Street Superintendent, David McDonald, on the department's efforts to resolve Advances Disposal customer concerns.

Mr. Thomason extended an opportunity for residents to show support to the local law enforcement officers of the Jacksonville Beach Police Department during their annual Police Officers Memorial Ceremony on Monday, May 15, 2017, at 9:30 A.M. at the Jacksonville Beach Police Department, located at 101 South Penman Road.

COURTESY OF THE FLOOR TO VISITORS

Speakers:

- James Sorrell, 428 North 16th Avenue, Jacksonville Beach, spoke regarding the repercussions of recent events on residents and businesses due to parking, stating there is inadequate parking and the residential neighborhoods are being negatively impacted. Additionally, Mr. Sorrell requested local businesses be required to receive an approved variance before outdoor seating is allowed.

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

(a) **Item #17-068, Approve Draw from the Law Enforcement Trust Fund to Purchase a New Police Patrol and Narcotics Detection Dog**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve a draw of \$7,500 from the Law Enforcement Trust Funds to purchase a new patrol dog from Shallow Creek Kennels.

Mr. Forbes explained the police department is purchasing a new patrol and narcotics detection police dog after the previous 11-year-old canine, Mako, had to be put down due to cancer on February 10, 2017. The City of Jacksonville Beach has purchased many police dogs from Shallow Creek Kennels because of their reputation and warranty.

Chief Dooley explained the Police Department would be purchasing a one-year-old Belgian Malinois dog. A rigorous twelve-week Sheriff's Office Training School will allow the dog to become a certified police dog as well as a narcotics dog.

Per request of Ms. Wilson, Chief Dooley elaborated on the warranty for the dog, stating the dog would be examined by a third party veterinarian in Jacksonville Beach, and if any issues are found that would be problematic down the road, the dog would be replaced by Shallow Creek Kennels.

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

(b) **Item #17-069, Approve Draw from the Federal Equitable Sharing Fund to Purchase One New Marked K 9 Vehicle**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve a draw of \$35,509 from Federal Equitable Sharing Fund to purchase one new marked K-9 vehicle.

Chief Dooley explained the unique, dog-friendly features of the Ford Explorer, including the custom air conditioning, cage, and remote release button for the dog handler. It is important to have a reliable engine, as the vehicle will need to be in idle throughout the entirety of the shift.

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

(c) **Item #17-072, Approval of a Five-Year Agreement to Produce the Classic Car Cruise and the Jax Beach Art Walk with Better Jacksonville Beach, Inc.**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve a five-year agreement with Better Jacksonville Beach to produce the monthly Classic Car Cruise and Jax Beach Art Walk.

Mr. Forbes said the Classic Car Cruise and the Jax Beach Art Walk are family friendly events that have continued to be an attraction for several years. For this reason, the intentions of the agreement were to formalize Better Jacksonville Beach's responsibilities for managing these two events and its relationship with the City of Jacksonville Beach for the next five years.

In the agreement, the City agrees to:

- Reserve Latham Plaza and the SeaWalk on specified dates once a month for each event
- Waive facility rental fees
- Provide utilities

Better Jacksonville Beach, Inc. agrees to:

- Produce monthly (except in December) both the Classic Car Cruise and the Jax Beach Art Walk
- Allow artists and classic car owners to participate in its two events at no charge
- Seek additional sponsors and financial support for the event
- Pay for costs of the event such as: security, materials and equipment storage, electrician costs, fencing, clean-up services, promotion and marketing, if applicable
- Obtain necessary permits and provide \$1,000,000 liability insurance naming the City as additional insured

In addition, the term of the agreement is five years, although either party may cancel the agreement within sixty days, with written advance notice.

Speaker:

Cory Nichols, 1107 1st Street South, Jacksonville Beach, spoke in opposition of the agenda item. Mr. Nichols referenced Section 4 of the Special Events Policy regarding the special event fees. The waiving of the event fees for Better Jacksonville Beach, Inc. is contradicting to the Event Policy, a conflict of interest for the City, and would show favoritism.

Mayor Latham noted the City Council held a Council Briefing earlier that evening where they addressed the Special Events Policy.

Mr. Vogelsang addressed the reservations that he had with the contract, stating there should be a rental fee for using the city facilities if the event organizer intended to gain a financial advantage and used the Deck the Chairs event as an example.

City Attorney, Susan Erdelyi, informed the Councilmembers that their decision to amend, approve, or reject the contract was within their right and addressed the concerns given by Mr. Doherty regarding a conflict of interest as the event organizer is also a CRA board member applicant. Ms. Erdelyi explained that the event organizer holds no public office or board membership on any of the city's boards and further, based on Form 8-B, "The Memorandum of Voting Conflict," even if the applicant were a member of the CRA board, he would not be prohibited from voting under state law. Likewise, there would be no way for a CRA Board Member to influence the event contract.

Ms. Wilson understood Mr. Vogelsang's concerns and the example of Deck the Chairs and profitability due to the success of the event over time. Nevertheless, the commonality amongst the Councilmembers has been the desire to bring more family-friendly events to Jacksonville Beach and becoming prematurely concerned with a similar future for the Classic Car Cruise, and Jax Beach Art Walk is unnecessary at this stage.

Ms. Hoffman was concerned about the approach of event contracts overall and asked if the contract length of five years was amendable.

Mr. Forbes responded by first mentioning that the contract is cancellable in sixty days by either party. The events produced by Mr. McGowan have been informally occurring long enough to progress into a formal five-year agreement given the relationship with the City of Jacksonville Beach.

Motion: It was moved by Ms. Hoffman, and seconded by Mr. Vogelsang to table the motion until the Special Events Policy corrections had been made.

Mr. Forbes confirmed Mr. Thomason's inquiry that there are no other city-sponsored events that are charged a fee and added the event would likely dissolve if the City Council did not approve the formal contract with Mr. McGowan.

Ms. Hoffman, Mr. Vogelsang, and Mr. Doherty expressed their support of the event itself but opposed the policy as it relates to the process of becoming a city-sponsored event, especially when money is earned at the event.

Mayor Latham invited Jon McGowan of Better Jacksonville Beach to speak on behalf of the Classic Car Cruise and Jax Beach Art Walk.

Mr. McGowan said that the events have been produced by volunteer hours and insurance requirements met by the local businesses. Mr. McGowan noted the Jax Beach Art Walk does not utilize city facilities as it takes place on the sidewalks with the approval of the businesses.

Roll call vote (Table Motion): Ayes– Hoffman, Vogelsang, and Doherty.
Nays–Thomason, Wilson, Buck, and Mayor Latham.
The motion failed 4-3.

Motion: It was moved by Mr. Vogelsang, and seconded by Mr. Doherty, consistent with the one-year review special events policy, to amend the agreement to a one-year contract with a sixty-day cancellation within the one year.

Roll call vote (Amended Motion): Ayes– Vogelsang, Doherty, and Hoffman.
Nays– Thomason, Wilson, Buck, and Mayor Latham.
The amended motion failed 4-3.

Mr. Vogelsang and Mr. Doherty clarified their intentions to Mr. McGowan as the comments made in the discussion were not meant to diminish his efforts.

Roll call vote (Org Motion): Ayes–Wilson, Buck, Thomason, and Mayor Latham.
Nays–Vogelsang, Doherty, and Hoffman.
The original motion passed 4-3.

RESOLUTIONS

ORDINANCES:

(a) Item # 17-053, ORDINANCE NO. 2017-8088, First Reading

With the permission of the City Council, Mr. Forbes requested the Ordinance be tabled until further notice.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:15 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, Mayor

Date: _____

Draft

Sheri Gosselin

From: Linda Bridges <LBridges@flcities.com>
Sent: Thursday, March 16, 2017 4:16 PM
To: phillipsm3@duvalschools.org
Cc: Charlie Latham; Scott Dudley
Subject: If I Were Mayor Essay Contest

Importance: High

Ms. Phillips

RE: Duncan U. Fletcher Middle School

Congratulations! We are pleased to advise one of your students is a winner in the "If I Were Mayor" Essay Contest sponsored by the Florida League of Mayors and the Florida League of Cities!

Avery Wingate is our second place winner and will receive a \$50 gift card and a resolution from the Florida League of Mayors and Florida League of Cities.

We would like to present these items to Avery during a Jacksonville Beach City Commission meeting. We will reach out, in the very near future, to Mayor Latham and his staff to check on available dates. We will then coordinate with you.

Please email me your phone number and a good time to call you during the day – I know that is difficult during the school day with the schedule of a teacher, so if evening works best, please provide an afterhours number as well and I'll be glad to make phone calls at a time that works best for you.

We will also send a formal letter announcing these winners in the near future; but I was excited to let you know your school has a winner in the contest! Again, congratulations!

I'll be in touch in the very near future.

Linda

Linda J. Bridges
Director, Association Services, Florida League of Cities
Assistant Executive Director, Florida League of Mayors
Executive Director, Florida Association of City Clerks
Post Office Box 1757
Tallahassee, FL 32302-1757
(850) 222-9684
Fax (850) 222-3806
lbridges@flcities.com
www.flcities.com

Sheri Gosselin

From: City Clerk
Sent: Wednesday, May 03, 2017 11:10 AM
To: Trish Roberts; Sheri Gosselin
Subject: FW: May 15 TIP Presentation - For George's Review/Approval for May 15th Agenda
Attachments: Beaches TIP Supplement.pdf

Importance: High

The TIP presentation for the May 15th CC meeting for George's review/approval.

Thank you,
Laurie

From: Wanda Forrest [mailto:wforrest@northfloridatpo.com]
Sent: Tuesday, May 02, 2017 3:41 PM
To: City Clerk <CityClerk@jaxbchfl.net>
Cc: Denise Bunnewith <dbunnewith@northfloridatpo.com>
Subject: May 15 TIP Presentation
Importance: High

Good Afternoon Laura – Attached is the handout for the May 15 TIP presentation to the City Council. Denise Bunnewith will be making the presentation. If you have any questions or foresee any problems please contact me.

Thanks,
Wanda

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

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

NORTH FLORIDA TPO

Transportation Improvement
Program FY 2017/18 - 2021/22

Beaches TIP Supplement



Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
J TURNER BUTLER (SR 202) FROM I-95 TO SR A1A - 4228782							*SIS*
ADD LANES & RECONSTRUCT							Length: 9.562
Responsible Agency: FDOT							
PLN	D	0	750,000	5,000	5,000	5,000	765,000
Total		0	750,000	5,000	5,000	5,000	765,000
<i>Prior Cost < 2017/18</i>		<i>0</i>	<i>Future Cost > 2021/22</i>	<i>0</i>	<i>Total Project Cost</i>		<i>765,000</i>

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
J TURNER BUTLER BLVD (SR 202) @ SAN PABLO - 4394671							*Non-SIS*
INTERSECTION (MODIFY)							Length: .197
Responsible Agency: FDOT							
PE	DIH	25,000	0	0	0	0	25,000
PE	LF	1,200,000	0	0	0	0	1,200,000
CST	LF	0	0	1,400,000	0	0	1,400,000
CST	DIH	0	0	135,375	0	0	135,375
CST	SU	0	0	7,221,266	0	0	7,221,266
Total		1,225,000	0	8,756,641	0	0	9,981,641
<i>Prior Cost < 2017/18</i>		<i>0</i>	<i>Future Cost > 2021/22</i>	<i>0</i>	<i>Total Project Cost</i>		<i>9,981,641</i>

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
WONDERWOOD DR (SR 116) FROM WOMPI DR TO E OF ICWW BRIDGE - 4287963							*SIS*
DRAINAGE IMPROVEMENTS							Length: 6.068
Responsible Agency: FDOT							
PE	DIH	0	50,000	0	0	0	50,000
PE	DDR	0	1,200,000	0	0	0	1,200,000
ROW	DS	0	0	150,001	0	0	150,001
ROW	DDR	0	0	0	1,000,001	0	1,000,001
Total		0	1,250,000	150,001	1,000,001	0	2,400,002
<i>Prior Cost < 2017/18</i>		<i>0</i>	<i>Future Cost > 2021/22</i>	<i>9,405,810</i>	<i>Total Project Cost</i>		<i>11,805,812</i>

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
WONDERWOOD DRIVE (SR 116) FROM WOMPI DR TO GATELY RD - 4287961							*SIS*
DRAINAGE IMPROVEMENTS							Length: 4.575 mi
Responsible Agency: FDOT							
CST	DIH	51,350	0	0	0	0	51,350
Total		51,350	0	0	0	0	51,350
<i>Prior Cost < 2017/18</i>		<i>10,003,665</i>	<i>Future Cost > 2021/22</i>		<i>0</i>	<i>Total Project Cost</i>	<i>10,055,015</i>

Phase	Fund Source	2017/18	2018/19	2019/20	2020/21	2021/22	Total
WONDERWOOD DRIVE (SR 116) FROM SANDCASTLE LANE TO MAYPORT ROAD (SR 101) - 4361751							*SIS*
RESURFACING							Length: 1.136
Responsible Agency: FDOT							
CST	LF	25,675	0	0	0	0	25,675
CST	SA	596,688	0	0	0	0	596,688
CST	DDR	483,644	0	0	0	0	483,644
CST	ACSA	1,269,853	0	0	0	0	1,269,853
Total		2,375,860	0	0	0	0	2,375,860
<i>Prior Cost < 2017/18</i>		<i>148,544</i>	<i>Future Cost > 2021/22</i>		<i>0</i>	<i>Total Project Cost</i>	<i>2,524,404</i>

APPENDIX I

Abbreviations & Acronyms

ABBREVIATIONS AND FUNDING SOURCES

AGENCIES

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

PROJECT PHASES

ADM	Administration
CAP	Capital
CST	Construction
DSB	Design Build
ENV	Environmental
INC	Contract Incentives
LAR	Local Advance Reimbursement

MNT	Bridge/Roadway/Contract Maintenance
MSC	Miscellaneous
OPS	Operations
PD&E	Project, Development & Environment Study
PE	Preliminary Engineering
PLN	Planning
ROW	Right-of-Way Acquisition
RPY	Repayments
RRU	Railroad/Utilities

FUNDING SOURCES

ACBR	Advance Construction (BRT) – Federal Bridge Replacement
ACBZ	Advance Construction (BRTZ)
ACCM	Advance Construction (CM)
ACEN	Advance Construction Equity Bonus National Highway
ACF0	Advance Construction for High Priority
ACIM	Advanced Construction Interstate
ACNP	Advance Construction (NHPP)
ACSA	Advanced Construction Transportation Management Areas

ACSB	Advance Construction for SABR STP Bridges
ACSE	Advanced Construction Enhancement
ACSH	Advanced Construction Hazard Elimination
ACSL	Advance Construction (SL)
ACSS	Advanced Construction Safety
ACSU	Advance Construction (SU)
BNBR	State Bonds (Statewide Bridges)
BNDS	Bond funding State
BNIR	Interstate R/W and Bridge Bonds
BRAC	Bridge Replacement
BRRP	State Bridge Repair and Rehabilitation
BZAC	Federal Bridge Replacement - Off System
CIGP	County Incentive Grant Program
CM	Congestion Mitigation
D	Unrestricted State Primary
DDR	District Dedicated Revenue (Gas Tax effective January 1, 1991)
DEM	Environmental Mitigation
DDRF	District Dedicated Matching Revenue Funds

DI	Statewide Inter/Intrastate Highways
DIH	State In-House Product Support
DIS	Strategic Intermodal System
DITS	District Intelligent Transportation Systems
DPTO	District Public Transportation Office
DS	State Primary Highways and PTO
DSBJ	I-295 Express Lanes – Capital
DU	State Primary/Federal Reimb
DWS	Weight Stations – State 100%
EB	Equity Bonus
EBNH	Equity Bonus - National Highway
FAA	Federal Aviation Administration
FTA	Federal Transit Administration
FTAT	FHWA Transfer to FTA (NON-BUD)
GMR	General Revenue for Strategic Intermodal System
GRSC	Growth Management of SCOP
HPP	High Priority Projects
HRRR	High Risk Rural Road
HSP	Highway Safety Program

IMAC	Interstate Maintenance
IMD	Interstate Maintenance Discrete
JAA	Jacksonville Airport Authority
LF	Local Funds
LFR	Local Funds/Reimbursable
LFRF	Local Funds/Reimbursable - Future
LOGT	Local Option Gas Tax
MG	Minimum Guarantee
NHAC	National Highway System
NHBR	National Highway Bridges
NHPP	IM, Bridge Repl, Natnl Hwy-MAP 21
NHRE	Nat. Hwy. Perform - Resurfacing
PKBD	Turnpike Master Bond Fund
PKYI	Turnpike Improvement
PLH	Public Lands Highway
PLHD	Public Lands Highway Discretionary
PORT	Seaports
RHH	Rail Highway Crossings - Hazard

RHP	Rail-Highway Safety Crossings – Prot. Dev.
SA	Transportation Management Areas
SCED	2012 SB1998-Small County Outreach
SCOP	Small County Outreach Program
SCRA	Small County Resurfacing
SE	Transportation Enhancement Activities related to any Surface Transportation Program
SH	Hazard Elimination
SIBG	SIB funds – Growth Management
SIB1	State Infrastructure Bank
SL	STP Areas <=200K
SR	Surface Transportation Program (STP) Railroad Hazard Elimination
SR2S	Safe Routes - Infrastructure
SS	Any safety improvement eligible under the Section 130 Railway-Highway Crossings Program and the Section 152 Hazard Elimination Program (allocated by statutory formula)
STP	Surface Transportation Program
SU, XU	Surface Transportation Program (STP) in urban areas with a population of over 200,000
TALT	Transportation Alts – Any Area
TALU	Transportation Alts - >200K
TDTF	Transportation Disadvantaged Trust Fund (80% Federal/20% State)

TMBJ	I-95 Express Lanes – Maintenance
TOBJ	I-95 Expressway Lanes - Operating
TMA	Transportation Management Areas - Areas with a population of over 200,000
TRIP	Transportation Regional Incentive Program
TRWR	TRIP Wheels on Road
XA	Surface Transportation Program (STP) in any urban areas.
XU, SU	Surface Transportation Program (STP) in urban areas > 200k

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
SUBJECT: Monthly Financial Reports for April 2017
DATE: May 1, 2017

Action Requested

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

Background

The monthly financial reports for April 2017 are 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 April 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: Luis F Flores, Property & Procurement Officer
DATE: May 5, 2017
SUBJECT: Industrial Park Lease with Coastal Improvement Corporation

ACTION REQUESTED

Approve a Commercial Lease Agreement with **Coastal Improvement Corporation** 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 55,000 square feet of vacant land available for lease.

Coastal Improvement Corporation (Tenant) is a local licensed contractor offering a full range of services for the commercial and residential industry including: custom design build, interior and exterior renovations, factory direct kitchen and baths, full service remodeling and room additions. Their office is located at 1215 9th Street North. They have operated in Jacksonville Beach for the past nine years.

The Tenant would like to lease 13,210 square feet of vacant land at the Industrial Park as a laydown area, possible covered storage and mobile office trailer. The proposed use is acceptable under Sec. 34-346 Industrial district: I-1 zoning. Total monthly rent would be \$1,188.90.

Key provisions of this lease are as follows:

- The lease is for a period of five (5) years. Either party may terminate the lease after 12 months by providing 90 days advanced written notice.
- Use of the land is solely for storage of inventory and equipment and a mobile office trailer.



- The land may not be used as a junk yard, and the Tenant may not do repairs to equipment on the Leased Premises.
- The initial lease rate will be \$1.08 per square foot for 13,210 square feet of land per annum. Total lease rate is \$14,266.80 per annum or \$1,188.90 per month.
- The lease rate will increase by 4% each 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 provide privacy fence fabric around the leased space prior to storing inventory and equipment.
- 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 without written consent of the City.

RECOMMENDATION

Authorize the City Manager and Mayor to execute a lease with ***Coastal Improvement Corporation*** for property at the Jacksonville Beach Industrial Park.

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 15th day of May, 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 Coastal Improvement Corporation, a Florida Corporation whose mailing address is 1215 9th Street North, 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 722-E 10th Street South, Jacksonville Beach, Florida 32250, Duval County. The leased property consists of 13,210 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 five (5) years, commencing on May 15, 2017 and terminating on May 14, 2022. The lease is renewable for additional one-year terms upon the sole discretion of the City Manager. After the first twelve (12) months of the Lease, either party may terminate this lease by providing ninety (90) days advance written notice.

3. RENT; RENT ADJUSTMENT.

(a) Subject to the adjustment, escalation, and other provisions of this



Lease and Attachment B of this Lease, TENANT shall pay to CITY, in lawful money of the United States, a total rent, during the first year of this Lease, of \$14,266.80 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 \$1,188.90 plus any such taxes, fees, or assessments billed for that month. This rental rate is based on 13,210 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 permanent structures and improvements (fixtures) made by TENANT shall vest to the CITY. These fixtures shall consist of any structures built and improvements made by TENANT upon the Leased Premises during the initial terms, and during the option period, if applicable, including all alterations, changes, and additions, except TENANT's unfixed personal property.

4. STANDARD PROVISIONS.

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

5. SPECIAL PROVISIONS.

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

(a) The TENANT hereby agrees to indemnify and hold the CITY

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

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

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

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

(e) The Tenant shall provide privacy fence fabric around the leased space prior to storing inventory and equipment.

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 – COASTAL IMPROVEMENT CORPORATION

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.

COASTAL IMPROVEMENT CORPORATION

[AFFIX CORPORATE SEAL HERE]
STATE OF FLORIDA
COUNTY OF DUVAL

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

NOTARY PUBLIC:

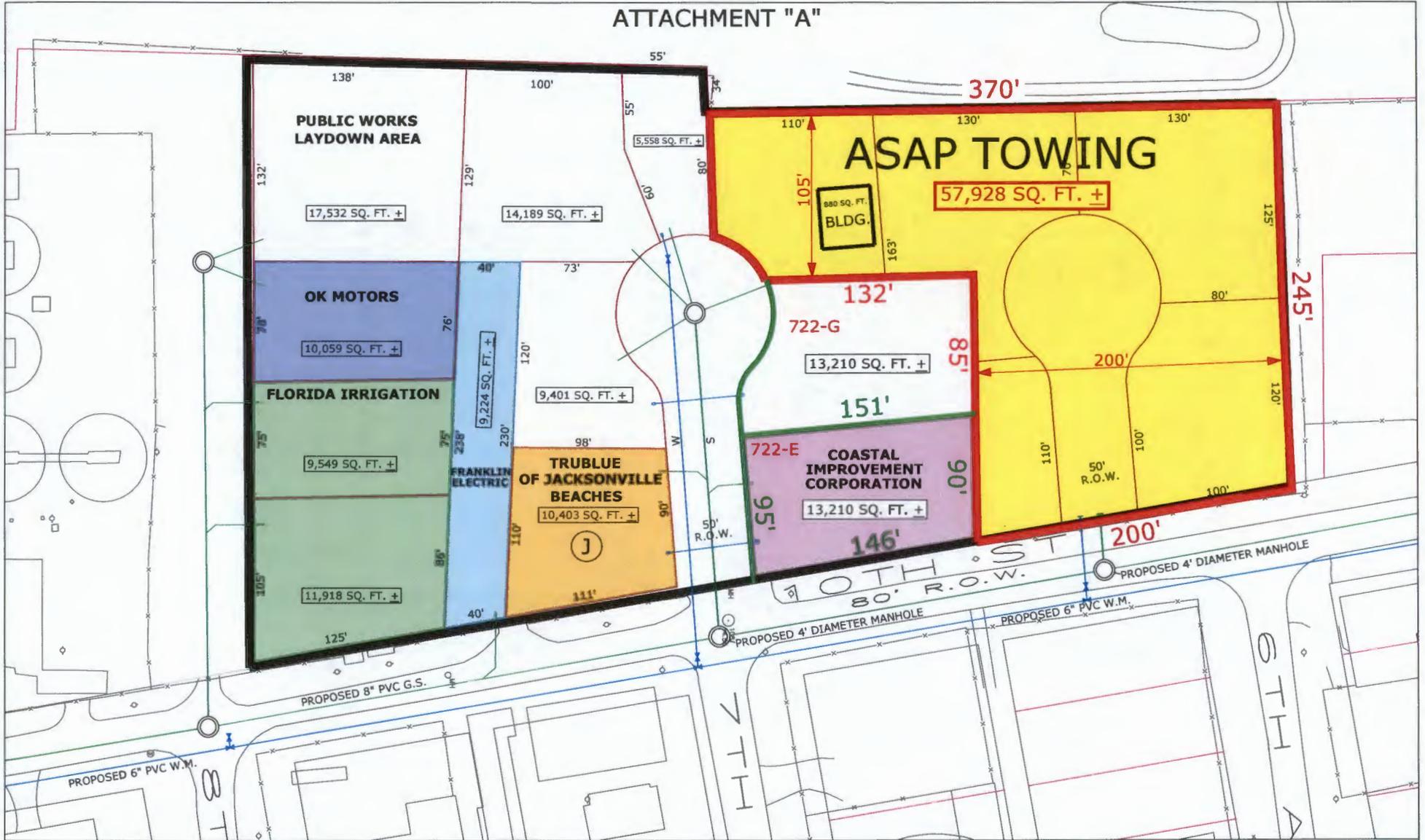
Sign: _____

Print: _____

State of Florida at Large [SEAL]

My Commission Expires:

ATTACHMENT "A"





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

Table of Contents

1.	Rental Adjustment.....	3
2.	Assignment.....	3
3.	Alterations.....	3
4.	City’s Liability Limitation.....	3
5.	Indemnification.....	4
6.	Insurance.....	4
7.	Use of Leased Premises; Restrictions on Use.....	5
8.	Construction of Improvements.....	5
9.	Responsibility for and Maintenance of Leased Premises.....	5
10.	Remedies.....	6
11.	Termination.....	7
12.	Holdover Tenancy.....	8
13.	Mortgaging the Leasehold.....	8
14.	Environmental Provisions.....	9
15.	Notices.....	9
16.	Real Estate Commission.....	10
17.	Entry of Landlord.....	10
18.	Construction.....	10
19.	Miscellaneous Provisions.....	10

ATTACHMENT B

STANDARD LEASE PROVISIONS FOR INDUSTRIAL PARK TENANTS

1. RENTAL ADJUSTMENT:

(a) Annual rental adjustment: Beginning on May 15th 2018, and annually on each May 15th thereafter, including any option for renewal exercised under the Lease, the rent shall be increased by 4%.

2. ASSIGNMENT:

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

3. ALTERATIONS:

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

4. CITY'S LIABILITY LIMITATION:

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

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

5. INDEMNIFICATION:

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

6. INSURANCE:

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

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

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

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

7. USE OF LEASED PREMISES; RESTRICTIONS ON USE:

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

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

(c) TENANT may ONLY use the Leased Premises for business office, storage of inventory and equipment yard space.

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

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

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 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 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.

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

TO: George Forbes, City Manager
FROM: Jason Phitides, Interim Parks and Recreation Director
DATE: May 6, 2017
RE: Approve the design of a master plan for the Golf Course.

ACTION REQUESTED:

Approve the design of a master plan for the Golf Course.

BACKGROUND:

The Jacksonville Beach Golf Course is, in part, built over a landfill. Since 1995, it has been redeveloped twice to incorporate stormwater retention ponds into the course to take stormwater from the central business district. It serves multiple innovative purposes: (1) as the re-use of a landfill and (2) as a stormwater retention area. Its functionality as a golf course that appeals to current and future golfers and as a recreational asset for our community was not reviewed during the stormwater projects.

To make matters more difficult, conditions at the course have been inconsistent since the renovations. After an unusually dry summer in 2016 and the subsequent decline in course conditions, staff proposed a project to install a new irrigation system that would provide well water (instead of re-use water) to all the greens because of the high methane content of the re-use water. The project also included the reconstruction of two (2) greens at holes 2 and 5. The low bid for this work was \$569,000 and will be rejected because staff believes that before such a significant sum is spent, it would be best to review the entire design of the golf course.

The objective would be to improve the playability of the course and to identify options for expanding its use as a recreational facility for the entire community. The plan would identify cost-effective changes that could be implemented over a number of years. Options that may be considered in the master plan are:

- Repositioning certain tees, greens and bunkers to address safety issues and improve playability for all ages and skill levels.



- Restructuring certain holes in order to create space to add a putting course.
- Enlarge the driving range and increase the number of stations.
- Add recreation functions such as trails for jogging or walking etc.
- Including additional activities such as glow golf, or foot golf to utilize the course during non-peak hours and evenings.

Harrison Minchew, in association with Applied Technology Management (one of the City's continuing services engineering contractors), who provided the design and bid specifications for greens 2 and 5 in the previously mentioned project, has proposed a fee of \$17,500 to design a master plan. The design will contain proposed changes overlaid onto an aerial photo/map, and include specifications, timeline and projected costs etc., for each component of the master plan. He is a local golf course architect who has been designing golf courses since 1982. He has designed and constructed courses all over the world and was Arnold Palmer's lead architect for many years (see attachment).

RECOMMENDATION:

Approve the design of a master plan for the Golf Course as described in the memorandum from Jason Phitides, the Interim Parks and Recreation Director dated May 6th 2017.

From: harrison@hmgca.com [mailto:harrison@hmgca.com]

Sent: Tuesday, April 11, 2017 7:36 PM

To: Jason Phitides <jphitides@jaxbchfl.net>; Gina Williams <gwilliams@jaxbchfl.net>; Sandy Suckling <ssuckling@jaxbchfl.net>

Subject: Follow up - Master Plan Meeting

Dear Jason: Its very wise instead of remodeling a few greens and improving the irrigation system that the focus now is to take a step back and look at the potential for the entire golf facility. I Looking forward to working with you, Gina and Sandy on an overall master plan for Jacksonville Beach Golf Club. It will establish a road map moving forward for this tremendous public asset.

I've been a local since 1982 and have seen firsthand how Jacksonville Beach commercial area has finally been revitalized. The original Arnold Palmer Design office that I worked in for several years was located in an office building that is now the Brix. The Jacksonville Beach Redevelopment authority was down the hall and remember the TV news covering the shut down of their office and it redevelopment efforts about 1984. Jacksonville Beach is now the gem of the beaches area and is on a tremendous upward trend. Its municipal golf course is the only one within 30 miles that is actually in a city center. Its potential is tremendous. There is absolutely no reason why it cannot set the regional standard for enjoyable golf for residents, tourists and the area's avid golfing public.

The PGA Tour, USGA, PGA and Augusta National Golf Club are all focused on growing the game of golf. There joint efforts over the past several years are really showing promising results. With the PGA Tour Headquarters at the beaches I am sure they will embrace the idea of Jacksonville Beach Golf Club becoming an example of how public golf courses can be inclusive for all interested in golf, become a recreational community center , while at the same time being a must play for avid golfers.

As mentioned I know the course well, having played it many times over the years. I have designed several local daily fee courses -Mill Cove (Blue Sky), North Hampton and King and the Bear(Palmers lead architect). I know there are many opportunities to improve the facility not only from a golf standpoint but to also utilize the property for other recreational uses during off hours.

The amenity improvements that can be provided are:

- Add some jogging/walking trails north of hole #10 that connect to Cradle Creek Preserve
- A trail loop for use in very late afternoon until just after dusk hours that utilizes the outer limits of holes 1,2 &3.
- The practice facility can be vastly improved and somewhat enlarged by using some of the adjacent parking spaces.
- Space can be created by shifting 12 tees south and 18 green west to provide additional space for a large putting course where the chipping and putting greens are currently. A putting course will be a great way to introduce people of all ages to golf and provide an

enjoyable amenity to attract golfers to the clubhouse area for a relatively quick golf experience.

These added amenities can be a popular attraction for people during early morning, lunch time and late afternoon/early evening. They should change the focus of the golf clubhouse to be more like a recreational social community center. In essence the entire property could become a golf park.

As far as the course itself, I know we are in agreement that the greens are too small, need to be rebuilt larger and the irrigation system needs to be replaced with a modern system that supplies proper water. Also there are playability and safety issues that will be addressed on the master plan along with the opportunity to reduce maintained/irrigated turf. The master plan would be implemented in multiple phases.

Playability

- There are situations throughout the course that water hazards and some of the bunkers make the course overly difficult for the less skilled golfer and don't really have much influence on the skilled golfer. In some cases golfers aim away from water hazards towards the line of play of an adjacent hole creating a safety issue (lake on #1 forces tee shot to be aimed towards #9 tee). Some greens and tees can be shifted and lakes slightly adjusted to greatly enhance the enjoyment for the less skilled golfers. Also in the process of rebuilding and enlarging the greens bunkers can be repositioned to allow the less skilled golfer to avoid the bunker and run a shot onto the green but at the same time provide pin placements in some sections of the green that would create an interesting challenge for the skilled player.
- The golf course needs several additional teeing areas so that holes can be played much shorter which would increase enjoyment. Jacksonville Beach Golf Club is somewhat typical of the majority of courses that have tee positions that leaves the less skilled golfer a much longer shot to a green after a 'well struck tee shot' than a skilled golfer playing from the back tees. Throughout the course teeing areas can easily be provided so that a less skilled player can have the opportunity to hit the same club to a green on par 4 and 5 holes as a skilled player would after their respective well struck tee shot. On par threes more forward tees would be provided. Teeing areas do not need to be raised in the same fashion that exists which would require significant fill dirt. They could be much less low profile and be created from adjacent higher ground or mounds.

Safety

- There are many cases where tees and greens are much too close to one another (2green/3 tee; 4green/7 tee; 10tee/18 green...).
- Also some hole centerlines are much too close on another and too close to adjacent houses (7/15;17).

Safety is a serious concern and absolutely needs to be addressed. A much safer situation can be achieved by shortening some holes by repositioning some greens and tees. Also trees can be added or transplanted to provide additional safety.

Turf Reduction

There are situations throughout the course where maintained irrigated turf and outer rough can be converted to non-irrigated/unmaintained areas by covering them with a 2 inch layer of fine coquina shell/concrete screening mixture. This concept is routinely used in our area. It provides an aesthetically pleasing and very playable alternative to outer rough and treed areas. Also, coquina shell/concrete screening areas are great for cart ways and foot traffic. The use of extensive coquina shell/concrete screening mixture will reduce the amount of irrigated turf thus reducing water use and the size of the irrigation system. Also the use of fine coquina shell/concrete screening will allow the maintenance staff to focus on a smaller acreage of turf (15-20%) and enable them to provide better playing surfaces using less fertilizer, chemicals and water. The master plan will show all proposed coquina shell/concrete screening areas and turf areas that would be used by the irrigation designer to lay out the irrigation heads.

Attached is a flyer addressing benefits of turf reduction and images of coquina shell/concrete screening at The King and The Bear Golf Course in the World Golf Village.

I am not proposing nor think it necessary to 'blow the course up' but am proposing parts of the course be redesigned and repositioned. The repositioning of greens, tees and bunkers can be accomplished economically if placed so as not to require extensive shifting of earth. I realize to some that the above may seem to be a huge undertaking but assure you this scope of work is done routinely on municipal golf courses by going thru a master plan process implemented in phases.

As discussed I will produce an Overall Master Plan of the Jacksonville Beach Golf Club for a fee of \$17,500. It will be a color representation of all proposed items overlaid onto an aerial photo using an AutoCad program. There will be notes that will thoroughly explain the proposed components of the Master Plan. It will address the above along with other items that come up as the plan is developed. There will be preliminary budgeting developed to help define phasing for the implementation of the master plan. Subsequent design/fees for and detailed budgeting of the phases would be produced at that time.

As agreed I will mark up an aerial photo of the property with initial concepts of some of the above for the City Council meeting on April 20th. Please let me know your thoughts on the above and if you need additional information.

Thank you for the opportunity to work with you and your team at Jacksonville Beach Golf Club.
Harrison

Harrison Minchew, ASGCA

President

1186 Neck Road

Ponte Vedra Beach, Florida 32082

Mobile: 904-631-9191

Office: 904-285-2831

harrison@hmgca.com / www.hmgca.com

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6263

Fax: 904.247.6169

www.jacksonvillebeach.org

MEMORANDUM

TO: George Forbes, City Manager

FROM: Karen Nelson, Chief Financial Officer

DATE: May 3, 2017

SUBJECT: Consulting and integration services provided by Power Engineers, Inc., for the ERP Readiness Project.

ACTION REQUESTED

Approve the expenditure from the General Capital Projects Fund for Geographic Information Systems services related to the Enterprise Resource Planning system.

BACKGROUND

The City is in the process of implementing the first stage of a new Enterprise Resource Planning (ERP) system, which includes software to run our financial, personnel, payroll and utility billing functions. In the next stage of the project, we will procure and implement additional software that will improve our ability to track, plan and provide cost-effective management of the City's infrastructure and property assets.

All the leading vendors who provide municipal asset management software utilize maps within a Geographic Information System (GIS) as a primary data source that support many of the software's core functions. A key element of the City's asset management system will be its ability to utilize and integrate with the GIS software. The degree of detail in the GIS will define the level of data used by the asset management system.

In order to upgrade our GIS and prepare for full implementation of a new asset management system, we must migrate some of our existing data related to streets, water, stormwater and sewer infrastructure to combine all GIS data into one centralized system. In addition, we will begin to implement GIS tools and



applications that will allow users to perform simple tasks to extract key data for everyday use, and install easy-to-use web viewing technology to make GIS data accessible to all City employees.

The City entered into an agreement with Power Engineers on December 15, 2016 for consulting and migration services to assist us with the upgrade of our GIS. The agreement includes a general scope of services and provides for the following to be delivered as attachments:

- Attachment A: Detailed Scope of Work
- Attachment B: Schedule
- Attachment C: Budget
- Attachment D: Milestone Schedule

The initial estimated cost of the project was \$68,400, based upon a GIS ERP Readiness Review performed by IT Nexus in February 2016. Since that time, Power Engineers has performed extensive analysis and developed a detailed scope of work, resulting in a revised budget of \$134,610. Funding is available for this project in the Capital Projects Fund, reserve for ERP.

RECOMMENDATION:

Approve the expenditure of \$134,610 from the Capital Projects Fund, ERP reserve, for Geographic Information Systems services provided by Power Engineers, Inc. pursuant to the Consulting Agreement dated December 15, 2016.



**CONSULTING AGREEMENT
TASK ORDER FORM
TASK ORDER NUMBER 001**

Pursuant to the terms and conditions of the Consulting Agreement
(Document "HLY 007-7944,") dated December 15, 2016, between POWER
Engineers, Inc., and City of Jacksonville Beach.

Project Name: GIS ERP Readiness Project
POWER's Project Number: TBD
Project Location (City, State): Jacksonville Beach, Florida

General Scope of Services: POWER will provide consulting services for the City's GIS ERP Readiness project.

Detailed Scope of Services: Attached as Attachment A, Scope of Work.

Schedule: Attached as Attachment B, Schedule.

Compensation: Attached as Attachment C, Budget and Attachment D, Milestone Schedule.

Prepared by:

Accepted by:

(Signature) (Date)

(Signature) (Date)

(Printed name) (Title)

(Printed Name) (Title)

POWER Engineers, Inc.

Jacksonville Beach, Florida

ATTACHMENT A – SCOPE OF WORK

Introduction

POWER Engineers, Inc. (POWER) is pleased to provide the City of Jacksonville Beach (City) with the following scope for their GIS ERP Readiness project.

POWER will focus on working with the Public Works department to document the functional and technical requirements to establish GIS as the system of record. This will include documenting a plan for the replacement of ArcFM functionality, conducting a data modeling and data migration workshops to complete the migration and go live of the new Water, Wastewater and Storm Drain Data Model, and planning for the addition and/or generation of water meters, service locations, and customer records.

POWER will also provide the City with design and technical support to complete a future state web-GIS plan to ensure that data is easily accessible throughout the City, including on field mobile devices, and document any potential customer facing applications.

Project Assumptions

- The City will be responsible for ensuring that the correct attendees are invited to the meetings.
- The City will participate in the data modeling workshop to ensure that Citywide data modeling standards are implemented for shared data features such as parcel addresses and common elements such as customer records and service connection lines.
- The City will review and provide consolidated feedback on documentation and deliverables within 10 days, unless stated otherwise.
- The City will provide remote access to POWER where necessary.
- No custom tool development is included in this scope of work; if any customizations are needed, POWER and the City will discuss the best way to address that functionality.

ATTACHMENT A – SCOPE OF WORK

Project Tasks

1. KICKOFF MEETING

The POWER project team will travel to the City of Jacksonville Beach to review the planned tasks and deliverables, project assumptions and overall project schedule. The team will also decide on the mechanism for status reporting and will create a communication plan. The team will also finalize the project schedule ensuring resource allocation during critical tasks.

Deliverables

- POWER will be onsite for a half day kickoff meeting.
- Meeting minutes / notes / action items.
- Finalized version of planned tasks and deliverables, project assumptions and overall project schedule.
- Communication plan with template status report.

Assumptions

- The City will be responsible for providing a meeting space for the kickoff.
- The Kickoff Meeting will be held the same week as the Public Works Business Process Workshop

2. PUBLIC WORKS

2.1 BUSINESS PROCESS WORKSHOP

POWER will conduct a business process workshop with Public Works to document the current business processes and ArcFM functionality and to plan for their replacements, including the configuration and editing environment set up and support. POWER will document the current workflows in order to provide recommendations on streamlining the GIS update process, including the use of AutoCAD map and page templates where applicable.

During this workshop, POWER and the City will also discuss the upcoming water meter AMI project.

Deliverables

- POWER will be onsite for up to 3 days.
- A Visio diagram of the current state workflows.
- Recommendations on the uses of AutoCAD (which will be documented in the workflow diagrams).
- List of ArcFM functionality and recommendations on replacing it with new custom code and/or workflow changes.

ATTACHMENT A – SCOPE OF WORK

Assumptions

- POWER will document up to 5 commonly used workflows (e.g., service connections, new mains, etc.).
- POWER will provide budgetary estimates for any recommended customizations for Public Works to review.

2.2 DATA MODELING AND DATA MIGRATION WORKSHOP

POWER will conduct a 3-day onsite data modeling and data migration workshop. The focus of the workshop will be to establish the new target data model and plan the data migration in order to establish GIS as the system of record for all Public Works data.

Deliverables

- POWER will be onsite for a three (3) day workshop to review the current ArcFM data model and document the new target Water, Wastewater and Storm Drain data model.
- Data migration spreadsheet documenting the mechanics of converting Public Works data from ArcFM and/or AutoCAD into the new target data model.
- Finalized data acceptance criteria / plan for data migration acceptance.
- A recommendation for modeling future water/sewer service locations and associated meter and customer records and options to generate water and sewer connection lines.

Assumptions

- The City will review all data modeling and data migration deliverables and return consolidated feedback within 10 days
- Discussions at this time will not include developing an Asset ID system Citywide. POWER recommends holding those discussions closer to the time of the EAM selection and/or design.

2.3 DATA MIGRATION

Once the data migration spreadsheet is approved, POWER will begin the data migration following a proven process for ensuring data quality and completeness.

POWER will use the data migration spreadsheet to build migration scripts to migrate the data from ArcFM to the new target Data Model.

POWER will first run a small subset of data as a test pilot conversion. This pilot migration will include a subset of features from all feature classes and all subtypes. The City and POWER will review this pilot data to ensure the migration scripts are converting from the original feature classes to the target feature classes, that the attribute level field mapping is correct for the data type and length (for example: numeric fields are mapped to numeric fields, ten character fields are mapped to ten character fields) and the domains are properly loaded into the target data model.

After the technical review of the pilot, POWER will update the data migration scripts with any agreed

ATTACHMENT A – SCOPE OF WORK

upon data model or data migration changes and will finalize the data migration scripts for a full data conversion of all three datasets (Full Data Migration Cycle 1).

The Full Data Migration Cycle 1 will utilize the scripts which were finalized during the pilot migration to convert all of the Public Works data from the three feature datasets (Water, Sewer, and Storm) into the target data model. The City will perform a full QA/QC of the data and data model to ensure that the new data model correctly represents their data and workflows. This full conversion will focus on ensuring the completeness of the data migration and validating that the new data model will meet all of Public Works' needs.

Once Public Works and POWER complete their review of the Cycle 1 data, POWER will make any agreed upon changes to the data migration scripts and finalize them for the final data migration in task 2.4 (during go-live).

Deliverables

- POWER will migrate the Public Works data into a pilot data set.
- POWER will host a data migration call with the City to review each data delivery and decide if any data modeling changes need to be made.
- POWER will migrate the Public Works data into the full data migration cycle 1 data set.
- POWER will update and finalize the data migration scripts for the full data migration for go live.

Assumptions

- The City will provide a data migration environment for POWER to remotely migrate the data.
- The City will QA the pilot and cycle 1 data migration within 5 days of delivery.
- No data will be spatially corrected or conflated during this data migration; features will inherit their existing geometry and location.

2.4 GO LIVE SUPPORT

POWER will be onsite to execute the final data migration of the Public Works data and load the data into the production environment along with the final version of adjustments. POWER will ensure that the data is properly loaded into the production environment and that the proper database permissions and configuration is applied, including Esri versioning.

POWER will work with Public Works in the new Esri editing environment to ensure all editing capabilities are functioning properly.

Deliverables

- POWER will be onsite for four (4) days to complete the final data migration and go-live of the new data and workflows.
- POWER will develop a go-live project plan which details each task and the estimated times for completion to minimize downtime and ensure a proper go-live.

Assumptions

ATTACHMENT A – SCOPE OF WORK

- During the final data migration prep and processing the Public Works data will be frozen to prevent any edits.
- Public Works will be responsible for any data updates that need to be completed after go live.
- Discussions at this time will not include developing an Asset ID system Citywide; POWER recommends holding those discussions closer to EAM selection and/or design.

ATTACHMENT A – SCOPE OF WORK

3. CITYWIDE

The focus of the following tasks is Citywide and will work towards standardizing data modeling, source, and data dissemination throughout the City.

3.1 ONSITE DISCOVERY WORKSHOP

POWER will be onsite for two days to conduct workshops, provide recommendations and plan the following work for Citywide projects.

3.1.1 RECOMMENDATION ON ORTHOPHOTOGRAPHY

POWER will work with Public Works, and other City departments to better understand their needs for Citywide orthophotography and LiDAR.

Once POWER understands the requirements for the City, POWER will research 3 or 4 different options, including county cost sharing options (if available) and provide a recommendation memo.

Deliverables

- Orthophotography recommendation memo

Assumptions

- POWER will provide budgetary estimates for imagery if available.
- This task is to provide the City with a recommendation only; procurement and processing of any imagery is not included.

3.1.2 LANDBASE

POWER will conduct a 1 day Landbase Workshop with Public Works, and Planning to document the schema for shared landbase items, such as easements and parcel address points, including a discussion on how to migrate, generate or import the data and the update process post go-live.

After the workshop POWER will work with the City to decide which landbase updates are needed for ERP-Readiness and develop a plan to implement the updates.

The City will authorize POWER to spend up to 40 hours of remote data creation and migration to support the data processes.

Deliverables

- Data Modeling documentation that includes:
 - Importing easement data into a consolidated feature class for the City

ATTACHMENT A – SCOPE OF WORK

- Importing parcel address data (where available)
- Creating parcel address data (where needed)
- Data migration/conversion work as directed by the City.

Assumptions

- Links to the existing document management system will not be created and the City will wait for the new document management system to be in place.
- If all of the hours associated with this task are not consumed, they can be allocated to a different task with approval from the City.

3.1.3 WEB GIS SUPPORT

In an effort to continue GIS expansion throughout the City, POWER will conduct a requirements and future state planning workshop to document the expansion of web GIS access through the use of Esri apps and maps. This will include planning the deployment on additional mobile devices to provide field users with the ability to send redline notes back to the enterprise GIS system, recommending a priority order for each app deployment and documenting any data modeling or data configuration changes that will be needed.

After the planning workshop, POWER will provide ad-hoc support to further the deployment of web GIS for the City.

Deliverables

- Workshop notes / requirements / recommendations.
- Adhoc support to assist in implementing the recommendations for 120 hours.
- POWER will provide a breakdown of hours charged to this task.

Assumptions

- Hours associated with this task that are not consumed will be rolled into the next phase of the project, or with the City's approval POWER will allocate them to a different task.
- POWER will perform this work remotely, unless otherwise directed by the City.

ATTACHMENT A – SCOPE OF WORK

4. GIS STRATEGIC PLAN

POWER will work with the City to deliver a GIS Strategic Plan and budgetary estimates that are needed to meet any newly discovered or additional requirements for the GIS ERP Readiness project.

Deliverables

- GIS Strategic Plan
- Estimates for meeting the requirements

Assumptions

- The City of Jacksonville Beach will review and provide feedback on the Go Forward plan to POWER within 10 days.

5. PROJECT MANAGEMENT

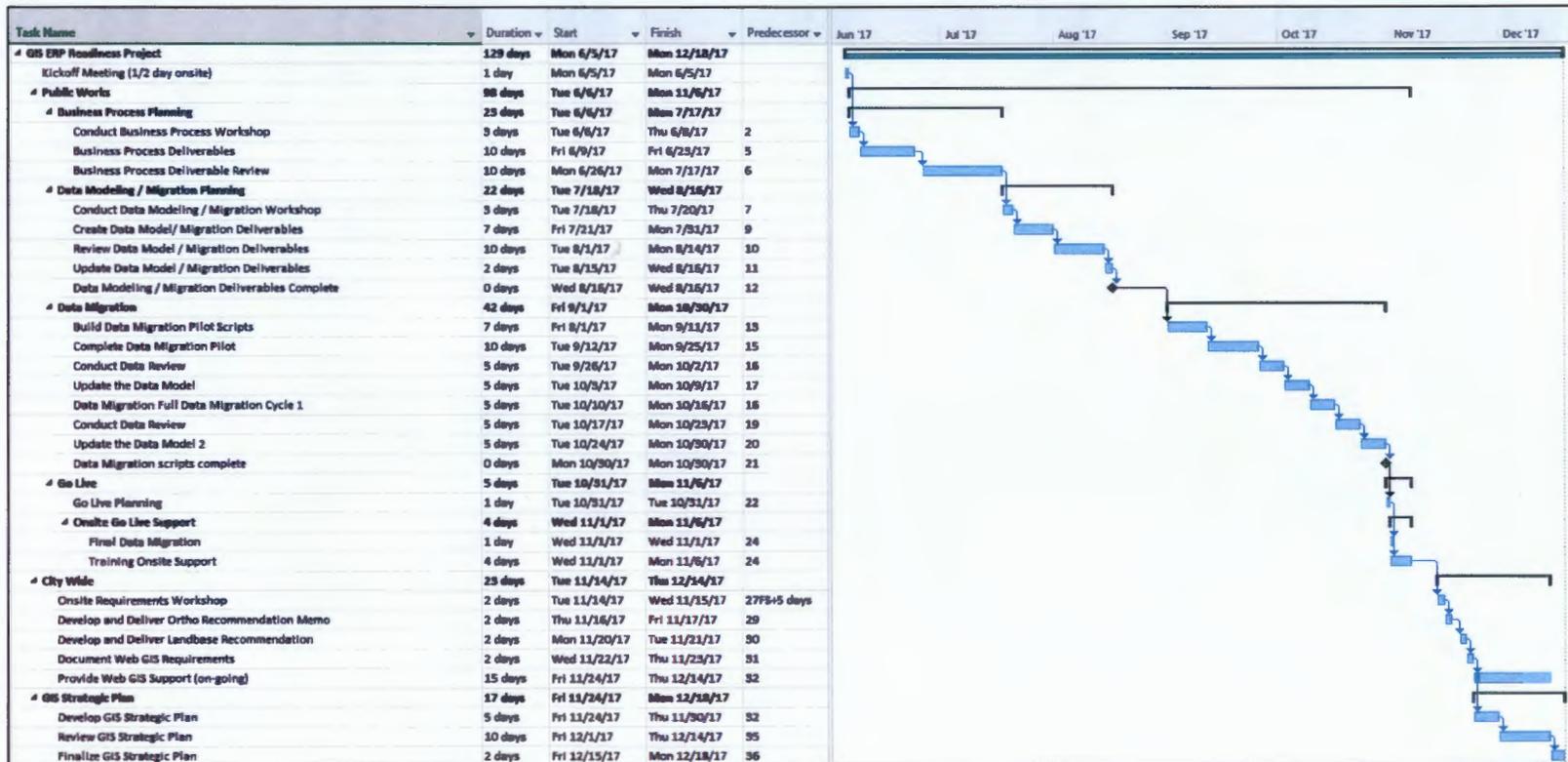
POWER will provide a senior project manager to oversee this project to ensure that the City of Jacksonville Beach are provided with high quality deliverables in a timely manner. This includes conducting and/or participating in the workshops to ensure POWER is meeting the City's expectations, project deliverables and goals.

Deliverables

- Periodic Status Meetings
- Monthly Status Reports
- Schedule Updates
- Project Invoices

ATTACHMENT B – SCHEDULE

The following is the proposed schedule for the deliverables of this task order, the project schedule will be finalized while onsite for the kickoff meeting ensuring the City and POWER can allocate resources during the scheduled timeframe.



ATTACHMENT C – BUDGET

The following is the proposed overall cost for services for this fixed cost Task Order and includes all travel and project management costs.

Task	Name	Budget
1	Kickoff	\$2,520.00
2	Public Works	\$81,570.00
3	Citywide	\$41,190.00
4	GIS Strategic Plan	\$9,330.00
	Total	\$134,610.00

ATTACHMENT D – MILESTONE SCHEDULE

Below is the milestone schedule for this task order.

The timeframe is for estimation purposes only and will be determined by the final approved project schedule. Invoices will be submitted after all the deliverables are met per the task order.

#	Milestone	Task Number	Payment	Anticipated Timeframe
1	Kickoff Meeting	1.0	\$2,520.00	July
2	Public Works	2.0	\$81,570.00	October
3	Onsite Citywide Discovery	3.1.1 & 3.1.2	\$23,190.00	October / November
4	Web GIS Support (120 hours) *	3.1.3	\$18,000.00	November / December
5	GIS Strategic Plan	4.0	\$9,330.00	December
	Total		\$134,610.00	

* POWER will invoice for the Project Management and Technical hours used for this task as authorized by Jacksonville Beach

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

www.jacksonvillebeach.org

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Ann Meuse, Human Resources Director
SUBJECT: Resolution Number 1982-2017, Amending the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions, Effective May 1, 2017.
DATE: April 28, 2017

ACTION REQUESTED

Adopt Resolution Number 1982-2017, Amending the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions. This resolution will amend the Pay Plan for lifeguards, adopt a car allowance for the police chief and add a Purchasing Administrator position.

BACKGROUND

We are requesting the following changes to the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions:

Beach Patrol

Over the past few years the City has seen the number of applicants for beach patrol positions trending lower from one year to the next. For many years, the City routinely recruited over 80 lifeguards for the season. Last year the number dropped to 60. This trend became a matter of concern this year, when at the beginning of April the City had only recruited 40 lifeguards.

Recruitment of lifeguards is an issue throughout the country. Currently there is a national shortage of lifeguards. One of the major reasons cited is the low interest in certification training, which can be costly and time consuming. The City's



Memo

Page 2

requirement that lifeguards complete a twelve week training program with the Corps is an added factor. The typical age range of a lifeguard is age 15 to college, and given many students' education and sports commitments, they cannot be counted on to work full shifts.

To address this problem, the City reviewed the hourly rate it currently pays its lifeguards, the training required to become a lifeguard and the possibility of providing an incentive for a lifeguard to work full shifts throughout the season. Based on this review, the City is recommending the following:

- Amend the Pay Plan hourly rates for lifeguards, rescue swimmers and beach patrol lieutenant positions, and the pay grade for the ocean rescue supervisor to make them competitive with neighboring communities. (See pay comparison, Attachment B)
- Amend the Pay Plan to provide additional pay for lifeguards and rescue swimmers who work a minimum of 300 hours between the months of May and September.
- Shorten the training program to become a lifeguard for the City from twelve weeks to eight weeks.

Car Allowance

When the Pay Plan was approved on December 19, 2016, the Police Chief position was inadvertently omitted from the positions eligible for a car allowance. The Pay Plan is being amended to include the Police Chief position as an eligible position for a car allowance.

Memo

Page 3

Purchasing Administrator

The Purchasing Administrator position was previously removed from the Pay Plan March 1, 2015, due to reorganization of the Property and Procurement Division at that time. It is being recommended that this position be reinstated in the Pay Plan to allow for possible restructuring of the division in the future. The reinstatement of this position does not increase the number of authorized positions or add any additional cost to the division.

RECOMMENDATION

Adopt Resolution Number 1982-2017, Amending the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions, effective May 1, 2017.

Introduced By: _____

Adopted: _____

RESOLUTION NUMBER 1982-2017

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NONUNION) CITY POSITIONS, EFFECTIVE MAY 1, 2017.

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

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

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

SECTION 1. The City amends the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions attached hereto as *Attachment A*, which 1) adjusts the pay and pay grades for Beach Patrol positions according to market conditions 2) establishes the classification and pay grade for the Purchasing Administrator position and 3) changes the City automobile allowance to include the Police Chief.

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

SECTION 3. This resolution shall take effect May 1, 2017.

AUTHENTICATED this ____ day of _____ 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk

CITY OF JACKSONVILLE BEACH
POSITION CLASSIFICATION AND PAY PLAN



Classification and Pay Plan

For

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

Effective October 1, 2016
Amended February 6, 2017
Amended May 1, 2017

SECTION II
CLASSIFICATIONS AND PAY GRADES –By Classification

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

* Exempt from overtime under the Fair Labor Standards Act.

CLASSIFICATIONS AND PAY GRADES

By Classification

CLASSIFICATION	POSITION TITLE	GRADE
Electric Utilities	* Construction & Maintenance Supervisor	132
	Electric Safety & Training Supervisor	129
	* Electric Utilities Superintendent	136
	* Electrical Engineer	133
	* Electrical Engineer (Registered PE)	134
	* Electrical Engineering Supervisor	136
	* Meter Services Supervisor	127
	* System Operations Supervisor	134
Public Works	* Distribution & Collection Superintendent	131
	* Public Works City Engineer	135
	* Public Works Project Engineer	135
	* Streets Superintendent	131
	* Utility Plant Supervisor	131
	Utility Plant Maintenance Supervisor	127
Parks and Recreation	Beach Patrol Guard	Unclassified
	Beach Patrol Lieutenant	Unclassified
	Director of Golf Instruction	112
	Events Coordinator	122
	Golf Cart/Range Attendant	108
	* Golf Course Superintendent	127
	* Golf Course/Park Maintenance Superintendent	127
	* Golf Professional	126
	Golf Shop Attendant	112
	Golf Starter	108
	Ocean Rescue Supervisor	120 119
	Recreation Leader	114
	Recreation Program Assistant	115
	* Recreation Superintendent	126
	Recreation Supervisor	123
	Tennis Court Attendant	108
* Facility Manager	117	
Public Safety	* Fire Captain/Fire Marshall	405
	* Fire Captain/Shift Commander	404
	Police Accreditation Manager	122
	* Police Commander	133
	Police Officer Part Time	180
	Police Records Supervisor	119
	Police Sergeant (Non-Union)	182
	Police Volunteer Coordinator	115
	Public Safety Communications Supervisor	126
	School Crossing Guard	Unclassified

*Exempt from overtime under the Fair Labor Standards Act.

CLASSIFICATIONS AND PAY GRADES
By Grade

GRADE	POSITION TITLE
108	Golf Cart/Range Attendant
108	Golf Starter
108	Tennis Court Attendant
112	Golf Shop Attendant
112	Director of Golf Instruction
114	Clerical Assistant
114	Recreation Leader
115	Police Volunteer Coordinator
115	Recreation Program Assistant
117	Staff Assistant
117	* Facility Manager
118	Project/Safety Coordinator
119	Chief Storekeeper
<u>120119</u>	Ocean Rescue Supervisor
119	Police Records Supervisor
120	Administrative Assistant
120	Payroll Specialist
121	Assistant City Clerk
122	Building Maintenance Supervisor
122	* Business Relations/Conservation Coordinator
122	Events Coordinator
122	Police Accreditation Manager
123	Recreation Supervisor
123	* Assistant to the City Manager
124	Human Resources Generalist
125	* Assistant Customer Service Supervisor
125	* Property Management Superintendent
125	* Utilities Accountant/Analyst
126	* Accountant
126	* Associate Business Analyst
126	Database Administrator
126	* Recreation Superintendent
126	* Golf Professional
126	Public Safety Communications Supervisor
127	* Golf Course Superintendent
127	* Golf Course/Parks Maintenance Superintendent
127	* Meter Services Supervisor
127	Utility Plant Maintenance Supervisor
<u>128</u>	* <u>Purchasing Administrator</u>
129	* City Clerk
129	* Customer Service Supervisor
129	Electric Safety & Training Supervisor
129	* Internal Auditor

* Exempt from overtime under the Fair Labor Standards Act.

CLASSIFICATIONS AND PAY GRADES
By Grade

GRADE	POSITION TITLE
129	* Senior Planner
129	* System Administrator
129	* System Administrator/Public Safety
130	* Accounting Supervisor
130	* GIS Administrator
130	* Network Engineer
130	* Payroll/Benefits Administrator
130	* Property and Procurement Officer
131	* Business Analyst
131	* Distribution & Collection Superintendent
131	* Streets Superintendent
131	* Utility Plant Supervisor
132	* Building Official
132	* Construction & Maintenance Supervisor
132	* Planning Official
133	* Electrical Engineer
133	* Police Commander
134	* Assistant Finance/Budget Officer
134	* Electrical Engineer (Registered PE)
134	* Information Systems Supervisor
134	* System Operations Supervisor
135	* Director of Human Resources
135	* Director of Parks and Recreation
135	* Director of Planning and Development
135	* Public Works City Engineer
135	* Public Works Project Engineer
136	* Electrical Engineering Supervisor
136	* Electric Utilities Superintendent
137	* Fire Chief
138	* Director of Public Works
138	* Chief Financial Officer
138	* Police Chief
141	* Deputy City Manager
141	* Director of Beaches Energy Services
180	Police Officer Part Time
182	Police Sergeant (Non-Union)
404	* Fire Captain/Shift Commander
405	* Fire Captain/Fire Marshall
Unclassified	Beach Patrol Guard
Unclassified	Beach Patrol Lieutenant
Unclassified	School Crossing Guard

* Exempt from overtime under the Fair Labor Standards Act.

SECTION III

PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
108	\$8.33 \$17,326.40	\$10.94 \$22,755.20	\$13.55 \$28,184.00
109	\$8.75 \$18,200.00	\$11.46 \$23,836.80	\$14.17 \$29,473.60
110	\$9.19 \$19,115.20	\$12.05 \$25,064.00	\$14.90 \$30,992.00
111	\$9.65 \$20,072.00	\$12.67 \$26,353.60	\$15.68 \$32,614.40
112	\$10.13 \$21,070.40	\$13.27 \$27,601.60	\$16.40 \$34,112.00
113	\$10.64 \$22,131.20	\$13.95 \$29,016.00	\$17.26 \$35,900.80
114	\$11.17 \$23,233.60	\$14.66 \$30,492.80	\$18.15 \$37,752.00
115	\$11.73 \$24,398.40	\$15.37 \$31,969.60	\$19.01 \$39,540.80
116	\$12.32 \$25,625.60	\$16.15 \$33,592.00	\$19.97 \$41,537.60
117	\$12.94 \$26,915.20	\$16.96 \$35,276.80	\$20.98 \$43,638.40
118	\$13.59 \$28,267.20	\$17.82 \$37,065.60	\$22.04 \$45,843.20
119	\$14.27 \$29,681.60	\$18.71 \$38,916.80	\$23.15 \$48,152.00
120	\$14.98 \$31,158.40	\$19.64 \$40,851.20	\$24.30 \$50,544.00
121	\$15.73 \$32,718.40	\$20.62 \$42,889.60	\$25.50 \$53,040.00
122	\$16.52 \$34,361.60	\$21.68 \$45,094.40	\$26.83 \$55,806.40
123	\$17.35 \$36,088.00	\$22.74 \$47,299.20	\$28.13 \$58,510.40
124	\$18.22 \$37,897.60	\$23.89 \$49,691.20	\$29.55 \$61,464.00
125	\$19.13 \$39,790.40	\$25.09 \$52,187.20	\$31.05 \$64,584.00

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

PAY GRADE SCHEDULE

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

*Annual salary based on 2912 hours worked in a twelve-month period.
All other annual salaries based on 2080 hours worked in a twelve-month period.

**UNCLASSIFIED POSITIONS
PAY RANGES**

Beach Patrol Guard

1 st year	\$11.48 <u>10.64</u>
2 nd year	\$11.78 <u>11.17</u>
3 rd year	\$12.11 <u>11.48</u>
4 th year	\$12.37 <u>11.78</u>
5 th year	\$12.72 <u>12.11</u>

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

Rescue Swimmer ~~\$13.49~~12.85
Requires Emergency Medical Technician Certification

Lifeguards and rescue swimmers, who work a minimum of 300 hours between May and September and are in good standing, may receive a lump sum payment of \$ 500.

Beach Patrol Lieutenant ~~\$15.61~~14.87

School Crossing Guard

1 st year	\$9.01*
2 nd year	\$9.29*
3 rd year	\$9.57*
4 th year	\$9.86*
5 th year	\$10.16*
6 th year	\$10.45*

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

ADDITIONAL PAYS

<u>License/Certification/Allowance</u>	<u>Annual Amount</u>	<u>Position Eligible</u>
Certified Public Accountant	\$1,200	Any Department Director or Administrative, Fiscal & Related employee possessing a current Certified Public Accountant license issued by the Florida Department of Business and Professional Regulation, Board of Accountancy
Payroll Professional Certification	\$500	Payroll Specialist
Certified Golf Course Superintendent	\$1,500	Golf Course Superintendent Director of Parks and Recreation
Automobile Allowance	\$4,800	City Manager Deputy City Manger Chief Financial Officer Director of Beaches Energy Director of Human Resources Director of Parks & Recreation Director of Planning & Development Director of Public Works Police Chief Fire Chief
	\$3,600	City Engineer Public Works Project Engineer Property and Procurement Officer City Clerk

ATTACHMENT B

Beach Patrol Wage Comparison

	Jacksonville Beach	Neptune Beach			St Johns County			Atlantic Beach		
	Current Hourly Rate	Hourly Rate	NB-JB	% Diff	Hourly Rate	SJC-JB	% Diff	Hourly Rate	AB-JB	% Diff
Beach Patrol Guard										
1st Year	\$10.64	\$11.37	\$0.73	6.9%	\$11.48	\$0.84	7.9%	\$10.99	\$0.35	3.3%
2nd Year	\$11.17	\$11.71	\$0.54	4.8%	\$11.48	\$0.31	2.8%	n/a		
3rd Year	\$11.48	\$12.07	\$0.59	5.1%	\$12.50	\$1.02	8.9%	n/a		
4th Year	\$11.78	\$12.43	\$0.65	5.5%	\$12.50	\$0.72	6.1%	n/a		
5th Year	\$12.11	\$12.43	\$0.32	2.6%	\$13.95	\$1.84	15.2%	n/a		
Rescue Swimmer	\$12.85	n/a			\$13.12	\$0.27	2.1%	\$11.98	(\$0.87)	-6.8%
(EMT cert)										
Beach Patrol Lieutenant	\$14.87	\$13.53	(\$1.34)	-9.0%				\$12.00	(\$2.87)	-19.3%
Captain	n/a	\$15.06			n/a			\$13.07		
Ocean Rescue Supervisor	\$14.27 to \$23.15	n/a			n/a			n/a		

Proposed City of Jacksonville Beach Pay Plan Adjustment

	Jacksonville Beach		
	Current Hourly Rate	Proposed Hourly Rate	Percentage Change
Beach Patrol Guard			
1st Year	\$10.64	\$11.48	8%
2nd Year	\$11.17	\$11.78	5%
3rd Year	\$11.48	\$12.11	5%
4th Year	\$11.78	\$12.37	5%
5th Year	\$12.11	\$12.72	5%
Rescue Swimmer	\$12.85	\$13.49	5%
(EMT cert)			
Beach Patrol Lieutenant	\$14.87	\$15.61	5%
Captain	n/a		
Ocean Rescue Supervisor	\$14.27 to \$23.15		

City of

Jacksonville Beach

Police Department

101 Penman Road, South

Jacksonville Beach

FL 32250

Phone: 904.247.6343

Fax: 904.247.6342

www.jacksonvillebeach.org

To: George D. Forbes, City Manager

From: Susan S. Erdelyi, City Attorney

Subject: Proposed amendments to Chapter 5 “Animals and Fowl” of the Code of Ordinances of the City of Jacksonville Beach, Florida, by amending section 5-24, “Dangerous dogs” and section 5-24.1 “Attack or bite by dangerous dog.”

Date: May 5, 2017

ACTION REQUESTED

Adoption of Ordinance #2017-8088 amending section 5-24, “Dangerous dogs” and section 5-24.1 “Attack or bite by dangerous dog” of Chapter 5 “Animals and Fowl” of the Code of Ordinances of the City of Jacksonville Beach, Florida.

BACKGROUND

Sections 5-24 and 5-24.1 of the City’s Code of Ordinances specifies the time allowed to the owner of a dog that has been declared dangerous to appeal the classification and any orders of the special magistrate to county court. The current ordinance allows 10 business days to file an appeal. In 2016, state law was modified to now allow a person to utilize the Florida Rules of Appellate Procedure when filing an appeal. These rules allow 30 days. In addition, the appellant will file their appeal with the Circuit Court, and not the County Court.

Changes to Section 5-24 and 5-24.1 are being proposed to (1) follow state law and allow 30 days to file an appeal. This change will fall under Chapter 5 “Animals and Fowl,” of the Code of Ordinances. (2) Change the filing court from County Court to Circuit Court. Additional changes were made to assure that the sections comply with the Florida Statutes that govern dangerous dog issues and to remove the ability of the dog owner to submit written statements in lieu of attendance at a hearing. This change was made to assure due process at special magistrate hearings and to give interested parties the right to cross-examine dog owners.

The proposed additions are redlined and deletions have strikethroughs. Generally the changes:



1. Provide for consistency with state law.
2. Provide for appeal to circuit court in 30 days in conformance with the Florida Rules of Civil Procedure and state law.
3. Eliminate the right of dog owners to provide written statements to the Special Magistrate in lieu of attending the hearing as this precludes cross-examination of witnesses and impacts due process rights of the interested parties.

RECOMMENDATION

Adopt City Ordinance #2017-8088 amending specified sections of Chapter 5, Section 5-24, "Dangerous dogs" and Section 5-24.1 "Attack or bite by dangerous dog".

ORDINANCE 2017-8088

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; AMENDING CHAPTER 5, “ANIMALS AND FOWL,” ARTICLE II. – DOGS AND CATS, DIVISION 1. – IN GENERAL, SECTION 5-24 “DANGEROUS DOGS,” SECTION 5-24.1 “ATTACK OR BITE BY DANGEROUS DOG.” SECTION; AMENDING TO APPEAL TO THE CIRCUIT COURT AND NOT COUNTY COURT, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Sec. 5-24. “Dangerous dogs.”; of Article II, Division 1, Chapter 5, “Animals and Fowl” of the Code of Ordinances of the City of Jacksonville Beach, Florida is amended and shall henceforth read as follows:

Sec. 5-24. Dangerous dogs.

- (a) Procedures for designating a dog as dangerous and actions following a designation are:
 - (1) The Animal Control Officer shall investigate reported incidents involving any dog that may be dangerous and, ~~shall~~, if possible, shall interview the owner and require a sworn affidavit from any person including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.
 - (2) Any animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by the Animal Control Officer if the Animal Control Officer believes such impoundment is in the best interests of public safety due to the severity or number of attacks. If the dog has bitten a human being or domestic animal causing a break in the skin, or has in any manner appeared to have transferred bodily fluids such as saliva to the skin of a human being, or the skin or hair of a domestic animal, as determined by the Animal Control Officer, the dog may be impounded and placed in quarantine for the proper length of time. The owner shall be responsible for payment to the City of Jacksonville Beach of all boarding costs and other fees as may be required to keep the animal in a safe and humane manner pending expiration of any quarantine period and/or the outcome of the investigation and resolution of any hearings related to the dangerous dog classification, unless the animal is ultimately determined not to be a dangerous dog.
 - (3) Any animal that is the subject of a dangerous dog investigation that is not impounded by the Animal Control Officer shall be humanely, safely, and securely

confined by the owner indoors or in a securely fenced or enclosed area pending the outcome of the investigation and resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address of where the animal resides shall be provided to the Animal Control Officer. No dog that is the subject of a dangerous dog investigation may be relocated or ownership transferred pending the outcome of an investigation or any hearings or appeals related to the determination of a dangerous dog classification. In the event that a dog is to be destroyed, the dog shall not be relocated or ownership transferred.

(24) A dog shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or, who while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member. No dog may be declared dangerous if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(35) If the investigation by an Animal Control Officer finds sufficient cause to classify a dog as dangerous, the Animal Control Officer shall forward a report to the Special Magistrate with a recommendation that the dog be designated a dangerous dog. The Special Magistrate shall provide written notification of the sufficient cause finding to the owner by ~~registered-certified~~ mail return receipt requested, certified hand delivery, or service in conformance with the provisions of Chapter 48 of the Florida Statutes relating to service of process. The owner may file a written request for a hearing within seven (7) calendar days from the date of receipt of the notification of the sufficient cause finding and, if requested, the hearing shall be held as soon as possible, but not more than thirty (30) calendar days and no sooner than five (5) calendar days after receipt of the request from the owner. In rendering its decision, the Special Magistrate may consider information and/or documentation including, but not necessarily limited to, written or verbal reports and/or statements, medical reports, if available, photographs, and/or other facts or details that the Special Magistrate, in its sole discretion, determines will assist in its decision. If the owner fails to timely request a hearing, or fails to appear for the hearing after requesting it, the Special Magistrate shall render a decision based upon information and/or documentation provided by the Animal Control Officer and any victim(s) or witness(es). ~~The owner may provide a written statement to the Special Magistrate in lieu of attending the hearing.~~ The Special Magistrate shall render a decision within fourteen (14) calendar days of the conclusion of the hearing.

(46) If a dog is classified as a dangerous dog by the Special Magistrate, the Special Magistrate shall provide a written ~~final order notification~~ to the owner by ~~registered certified~~ mail return receipt requested, certified hand delivery or service in conformance with the provisions of Chapter 48 of the Florida Statutes relating to service of process, within seven (7) calendar days after a decision is rendered. The owner may ~~file a written request for a hearing in the county court to~~ appeal the classification, penalty, or both, within ~~ten (10) thirty (30) business days to the circuit court in accordance with the Florida Rules of Appellate Procedure~~ after receipt of the final order. ~~a written determination of a dangerous dog classification~~ and, if the dog is not impounded, the owner must securely confine the animal indoors or in a securely fenced or enclosed area pending a resolution of the appeal.

- (b) Within fourteen (14) calendar days after a dog has been classified as dangerous by the Special Magistrate, or a dangerous dog classification is upheld by the ~~county~~ circuit court on appeal, the owner of the dog must obtain a certificate of registration for the dog from the City of Jacksonville Beach, and the certificate shall be renewed annually. The City of Jacksonville Beach shall issue such certificates of registration, and renewals thereof, only to persons who are at least eighteen (18) years of age and who present to the City of Jacksonville Beach sufficient evidence of:
- (1) A current certificate of rabies vaccination for the dog;
 - (2) A proper enclosure for a dangerous dog, as defined in Sec. 5-23(4) of this ordinance, and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of a dangerous dog on the property; and
 - (3) Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.
- (c) An annual fee of fifty dollars (\$50) shall be paid to the City of Jacksonville Beach by the owner of a dangerous dog before issuance of a certificate of registration.
- (d) The owner shall immediately notify the Animal Control Officer or the Jacksonville Beach Police Department when a dog that has previously been declared dangerous is loose or unconfined (dangerous dog at large) either off the owner's property or outside a securely fenced or enclosed area on the owner's property. The Animal Control Officer shall attempt to locate and, if found, immediately impound the dog, and document the circumstances in a report to the Special Magistrate. The Special Magistrate shall conduct a hearing on a complaint of a dangerous dog at large following notification procedures as set forth in Sec. 5-24(a)(~~35~~) of this article. Pending any hearing before the Special Magistrate, the owner shall be responsible for payment to the City of Jacksonville Beach of all boarding costs and other fees as may be required to keep the dog impounded ~~animal~~ humanely and safely. If the owner of the dangerous dog at large fails to appear for the hearing, the Special Magistrate shall render a decision based upon information and/or documentation provided by the Animal Control Officer and any witness(es). ~~The owner may provide a written statement to the Special Magistrate in lieu of attending the hearing.~~ The Special Magistrate shall render a decision within seven (7) calendar days of the conclusion of the hearing and issue a finding upholding or rejecting the complaint of a dangerous dog at large. If the Special Magistrate issues a finding upholding the dangerous dog at large complaint, the owner shall be guilty of a non-criminal offense, punishable as provided in Sec. 5-24.2 of this article. If a dog that has previously been declared dangerous and has previously been declared by the Special Magistrate to be a dangerous dog at large becomes loose or unconfined a second time, either off the owner's property or outside a securely fenced or enclosed area on the owner's property, the Animal Control Officer shall attempt to locate and, if found, immediately impound the dog, and document the circumstances in a report to the Special Magistrate. The Special Magistrate shall conduct a hearing on a second complaint of a dangerous dog at large following notification procedures as set forth in Sec. 5-24(a)(~~35~~) of this article. Pending any hearing before the Special Magistrate, the owner shall be responsible for payment to

the City of Jacksonville Beach of all boarding costs and other fees as may be required to keep the dog impounded ~~animal~~ humanely and safely. If the owner of the dangerous dog at large fails to appear for the hearing, the Special Magistrate shall render a decision based upon information and/or documentation provided by the Animal Control Officer and any witness(es). ~~The owner may provide a written statement to the Special Magistrate in lieu of attending the hearing.~~ The Special Magistrate shall render a decision within seven (7) calendar days of the conclusion of the hearing and issue a finding upholding or rejecting the complaint of a dangerous dog at large. If the Special Magistrate issues a finding upholding the dangerous dog at large complaint for the second time, the dog shall be held for ~~ten-thirty (130) business~~ days after the owner is given written notification as provided in Sec. 5-24 (a)(~~46~~) of this article, and thereafter destroyed in an expeditious and humane manner. This ~~ten- thirty~~ day time period shall allow the owner to ~~appeal~~ request an appeal hearing in the ~~county~~ circuit court as provided in Sec. 5-24(a)(~~46~~). The owner shall be responsible for payment of all boarding costs and other fees as may be required to keep the animal humanely and safely during any appeal procedure.

- (e) The owner shall immediately notify the Animal Control Officer or the Jacksonville Beach Police Department when a dog that has been classified as dangerous:
- (1) Has bitten a human being or attacked another animal;
 - (2) Is sold, given away, or dies; or
 - (3) Is moved to another address.

Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the Animal Control Officer. The new owner must comply with all of the requirements of applicable Florida Statutes including those contained in Chapter 767, Florida Statutes, and this article, even if the animal is moved from one local jurisdiction to another within the state.

- (f) The Animal Control Officer or the Jacksonville Beach Police Department must be notified by the owner of a dog classified as dangerous under another jurisdiction's ordinances, or under provisions of Florida Statutes 767.11, 767.12, or 767.13, that the dog has been brought into the City of Jacksonville Beach. The owner, whether bringing ~~the said~~ dangerous dog into the City of Jacksonville Beach temporarily, or for purposes of establishing residency within the City, shall comply with the provisions of this article.
- (g) It is unlawful for the owner of a dangerous dog to permit the dog to be outside a proper enclosure, or off the owner's property on either public property or private property of another, or while being transported in a vehicle, unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight, and only members of the immediate household or persons eighteen (18) years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely

restrained within a vehicle.

- (h) An Animal Control Officer shall immediately impound a dangerous dog if the owner fails to comply within the timeframes set forth in this article with any of the requirements for maintaining a dangerous dog. A dangerous dog impounded under this section may be redeemed by the owner upon the owner's compliance with all applicable provisions of this article and upon payment of impound fees, boarding fees, and applicable veterinary or other medical expenses. If the owner fails to comply with all applicable provisions and redeem the dangerous dog within fourteen (14) calendar days of the date the dog was impounded, the dog shall be destroyed in an expeditious and humane manner.
- (i) This section does not apply to dogs used by law enforcement officials for law enforcement work.

SECTION 2. That Sec. 5-24.1. "Attack or bite by dangerous dog.", Subsection 5-24.1 (2) of Article II, Division 1, Chapter 5, "Animals and Fowl" of the Code Ordinances of the City of Jacksonville Beach, Florida is amended and shall henceforth read as follows:

Sec. 5-24.1. Attack or bite by dangerous dog.

- (a) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in Florida Statute 775.082 or 775.083. In addition, the dangerous dog shall be immediately confiscated by an animal control officer, placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten (10) business days after the owner is given written notification as provided in Sec. 5-24(a)(45) of this article, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing with the special magistrate in the county court as provided in Sec. 5-24 (a)(45). The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any hearing and appeal proceedings.
- (b) If a dog that has not been declared dangerous attacks and causes severe injury to or death of any human, the dog shall be immediately confiscated by an animal control officer, placed in quarantine, if necessary, for the proper length of time, or held for ten (10) business days after the owner is given written notification as provided in section 5-24(a)(45) of this article, and thereafter destroyed in an expeditious and humane manner. This ten day time period shall allow the owner to request a hearing with the special magistrate in the county court as provided in section 5-24(a)(45). The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any hearing and appeal proceedings.
 - (1) If the owner of the dog had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the owner of the dog is guilty of a misdemeanor of the second degree, punishable as provided in Florida Statutes 775.082 or 775.083.
 - (2) If the owner of the dog had no prior knowledge of the dog's dangerous propensities, the owner of the dog shall not be guilty of a criminal offense, but

instead shall be guilty of a non-criminal offense, punishable as provided in section 5-24.2 of this article.

- (c) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in Florida Statutes 775.082, 775.083, or 775.084. In addition, the dog shall be immediately confiscated by an animal control officer, placed in quarantine, if necessary, for the proper length of time, or held for ten (10) business days after the owner is given written notification as provided in section 5-24(a)(45) of this article, and thereafter destroyed in an expeditious and humane manner. This ten (10) day time period shall allow the owner to request a hearing ~~with the special magistrate in the county court~~ as provided in section 5-24(a)(45) of this article. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any ~~hearing and~~ appeal proceedings.
- (d) If the owner files a written appeal in the ~~circuit county~~ court as provided in section 5-24(a)(46) of this article, the dog must be held and may not be destroyed while the appeal is pending.
- (e) If a dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner is not guilty of any crime specified under this article.

SECTION 3. If any provision of this Ordinance or the particular application of this Ordinance shall be held invalid by any Court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses or phrases shall remain in effect.

SECTION 4. That all other ordinances or parts of ordinances in conflict with this ordinance are, to the extent the same may be in conflict, repealed.

SECTION 5. Codification of this ordinance in the Code of Ordinances of the City of Jacksonville Beach is authorized and directed.

SECTION 6. This ordinance shall take effect upon its adoption.

AUTHENTICATED THIS _____ DAY OF May, 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk

City of
Jacksonville Beach
Police Department
101 Penman Road, South
Jacksonville Beach
FL 32250
Phone: 904.247.6343
Fax: 904.247.6342

www.jacksonvillebeach.org

To: George D. Forbes, City Manager

From: Patrick K. Dooley, Chief of Police

Subject: Request to repeal Chapter 18 "Noise" of the Code of Ordinances of the City of Jacksonville Beach, Florida, in its entirety, and replace it with new Chapter 18 "Noise," which includes a section on Low Volume Outdoor Amplified and Acoustic Sound Permits

Date: May 5, 2017

ACTION REQUESTED

Repeal Chapter 18, "Noise" and adopt a new Chapter 18, to include Section 18-7, "Low Volume Outdoor Amplified and Acoustic Sound."

BACKGROUND

Chapter 18, "Noise" was adopted in 2002, and last updated in 2006; the chapter regulates sound levels throughout the city. Parts of this ordinance were made obsolete when City Council mandated that no new "Outside Sound Amplification" permits be issued; however, businesses that had been previously issued these permits were "grandfathered," and allowed to continue to emit outdoor amplified music under the previous section of the ordinance.

Currently, 16 locations are still permitted to have outside music. This has created an inequity for many newer businesses which have outdoor dining in the city and which would like to provide low volume background music to entertain customers.

To avoid conflict and/or confusion, I am recommending the repeal of the current Chapter 18 in its entirety, and replacement with new Chapter 18. The major **changes to the ordinance have been highlighted in yellow. The changes and additions to Chapter 18 are as follows:**

1. The Downtown Action Plan directed staff to research and present an ordinance that would allow establishments that provide outdoor dining to play music at low volume to further increase the beach ambiance, while seeking to protect, preserve and promote the health, safety and quality of life of its residents and visitors. The result is the new section to the Code of Ordinances, Section 18-7, "Low Volume Outdoor and Acoustic Sound." This allows for outdoor dining with background sound played at low volume. This is a pilot project that expires on June 5, 2018, unless re-adopted by the City Council.



2. Low volume is defined in the ordinance as “sound played at a level such that a person outside of the property line of the source of the sound, speaking in a normal tone of voice, is plainly audible and can be heard clearly and understandably by another person standing a maximum of thirty-six inches (36”) away from the person speaking, without the aid of a listening device.”
3. Section 18-7(4)(i) will allow the current 16 businesses permitted under the 2002 Outdoor Sound Amplification Permit ordinance to be “grandfathered,” to operate under that portion of the ordinance. However, any change in the ownership, name, or location of the business immediately terminates their grandfathered permit. They can only obtain a new outdoor sound permit under the new low volume sound standards (18-7(g)).
4. Section 18-5, “Violations; Penalties,” changes terminology from “warning” to “Notice of Violation”.
5. Section 18-6, “Mobile noise” includes minor changes highlighted in yellow.
6. Changes throughout the chapter for minor scrivener’s errors.

RECOMMENDATION

Adopt Ordinance 2016-8082, which repeals the existing Chapter 18 Noise in its entirety, and replaces it with a new chapter on noise that includes a section on Low Volume Outdoor Amplified and Acoustic Sound Permits.

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

ORDINANCE NO. 2016-8082

AN ORDINANCE TO REPEAL IN ITS ENTIRETY CHAPTER 18 “NOISE”, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND REPLACING IT WITH A NEW CHAPTER 18, THAT INCLUDES SECTION 18-7 “LOW VOLUME OUTDOOR AMPLIFIED AND ACOUSTIC SOUND”, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, there exists the production or emission of noises or amplified speech, music, or other sounds that tend to annoy, disturb, or frighten the residents and guests of the city, and

WHEREAS, the city understands that outdoor dining adds to the ambiance of an establishment, and with that, music played at a low volume can further increase that ambiance, and

WHEREAS, Chapter 166, Florida Statutes, authorizes the City Council, acting for the City of Jacksonville Beach, Florida, to adopt Ordinances and Resolutions necessary for the exercise of its powers and to prescribe fines and penalties for the violation of Ordinances in accordance with law, and

WHEREAS, through citizen input, the City Council has determined a need to more effectively control and abate noise disturbances in the City, and

WHEREAS, the city seeks to protect, preserve and promote the health, safety, welfare, and quality of life of its residents and guests by the reduction, control, and prevention of noise, and

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

SECTION 1. That Chapter 18. Noise of the Code of Ordinances of the City of Jacksonville Beach, Florida is hereby repealed in its entirety, and a new Chapter 18. Noise is hereby adopted and shall read as follows:

Sec. 18-1. Legislative findings; declaration of necessity.

It is found and declared that:

- (1) The making and creation of excessive, unnecessary or unusually loud noises within the limits of the city is a condition which has existed for some time and the amount and intensity of such noises is increasing;
- (2) The necessity in the public interest for the provisions and prohibitions hereinafter contained and enacted is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the city and its inhabitants.

Sec. 18-2. - Noncompliance with chapter declared unlawful; exception.

It shall be unlawful, except as expressly permitted herein, to make, cause or allow the making of any noise or sound which exceeds the limits set forth in this chapter.

Sec. 18-3. - Noise limitations.

- (a) ***Definitions.*** For the purpose of this section, certain words and phrases used herein are defined as follows:

A-band level is the total sound level of all noise as measured with a sound level meter using the A weighing network. The unit of measurement is the dB(A).

Daytime is defined as 7:00 a.m. to 10:00 p.m. and *nighttime* is defined as 10:00 p.m. to 7:00 a.m. in residential use occupancies.

Decibel is a unit (dba) of sound equal to ten (10) times the logarithm (base 10) of the ratio of any two (2) quantities proportional to power.

Emergency work is the work made necessary to protect persons or property from exposure to danger.

Noise level is the sound pressure level as measured in dB(A) by a sound level meter.

Outdoor restaurant or bar means any restaurant or bar, or portion thereof, which exists outside of the permanent exterior walls of the principal building(s) on a lot. This definition includes any deck or other area constructed and/or utilized on the roof of a structure.

Person is any person, person's firm, association, copartnership, joint venture, corporation or any entity public or private in nature.

Sound-level meter is an instrument including a microphone, an amplifier, an outlet meter, and frequency weighing networks for the measurement of noise and sound levels in a specified manner.

Sound pressure level, in decibels, of sound is twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of this sound to the reference pressure, which reference pressure must be explicitly stated.

Plainly Audible shall mean any sound that can be heard clearly by a person using his or her unaided hearing faculties. When music is involved, the detection of rhythmic bass tones shall be sufficient to be considered plainly audible sound.

All time referred to in this chapter shall be the then current legal time in the City of Jacksonville Beach.

All technical definitions are in accordance with American Standard S1.1-1960 entitled, "Acoustical Terminology."

(b) Classification of use occupancies; projection of noise from one use to another.

- (1) *Classification.* For purposes of defining the "use occupancy", all premises containing habitually occupied sleeping quarters shall be considered in residential use.

All premises containing businesses where sales, professional or other commercial use is legally permitted shall be considered commercial use.

All premises where manufacturing is legally permitted shall be considered manufacturing use.

In cases of multiple uses, the more restrictive use category shall prevail. Hospitals, schools, and church areas are considered residential. Any area not otherwise classified shall conform to commercial standards.

- (2) *Projection of noise.* Sound or noise projecting from one use occupancy to another use occupancy with a different noise level shall exceed neither the limits of the use occupancy into which the noise is projected nor the noise limits of the use occupancy from which the noise originates.

(c) Measurement of noise.

- (1) The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute, S1.4 American National Standard Specifications for sound level meters. The instruments shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used at all times.
- (2) The slow meter response of the sound level meter shall be used in order to best determine the average amplitude.

- (3) The measurement shall be made at any point outside of the property line from where the noise is being transmitted.
- (4) In case of multiple occupancy of a property, the measurement may be made at any point inside the premises to which any complainant has right of legal private occupancy; provided, that the measurement shall not be made within three (3) feet of any ground, wall, floor, ceiling, roof or other plane surface.
- (5) All noise measurements provided for in this chapter will be made by officials of the city who are qualified to operate the apparatus used to make the measurements as provided for in this chapter.

(d) Tables of noise level limits:

- (1) *Table I.* Table I specifies noise levels which represent limits which if exceeded interfere with the peace, quiet and general welfare of the city and its inhabitants. No noise shall be permitted within the city which exceeds the noise level limits of Table I except as expressly authorized by this chapter.

TABLE I

**Maximum Allowable Noise Level Limits
in dB(A) for Residential,
Commercial, and Manufacturing Occupancies**

These levels may not be exceeded more than three (3) times in any continuous sixty-minute period.

District	Day (7:00 a.m. to 10:00 p.m.)	Night (10:00 p.m. to 7:00 a.m.)
Residential	70	65
	Day (7:00 a.m. to 10:00 p.m.)	Night (10:00 p.m. to 7:00 a.m.)
Commercial	75	75
Manufacturing	70	65

- (2) *Table II.* Table II specifies noise levels which if produced by moving vehicles will interfere with the peace, quiet, and general welfare of the city and its inhabitants.

**TABLE II
NOISE LEVEL LIMITS FOR
MOVING MOTOR VEHICLES***

- (1) *Trucks and buses.* Eighty-five (85) dB(A) measured fifty (50) feet from the source.
- (2) *Passenger cars, motorcycles, and other motor vehicles.* Seventy (70) dB(A) measured at fifty (50) feet from the source.

*The measurement is made as the vehicle drives past. If the reading is above that listed in (1) or (2) of Table II at any time, the vehicle is in violation of this chapter. All distances are measured from the center of vehicle or center of the driving lane in which the vehicle is being driven.

(e) Motor vehicles.

- (1) *Stationary vehicles.* It shall be unlawful to start, operate, or perform repair work on a motor vehicle which creates a noise or sound which exceeds the noise level limits in Table II.
- (2) *Moving vehicle.* It shall be unlawful to operate a motor vehicle in such a manner as to exceed the noise level limits of Table II when the vehicle is operating on public streets, highways, driveways, parking lots, and ways open to vehicle travel. Normal operation includes normal acceleration, deceleration and operation at maximum normal speeds in all gears and ranges up to the speed limits currently effective on those streets of the city over which the vehicles may be operated.

(f) Building operations. It shall be unlawful for any person to erect (including excavate), demolish, alter, or repair any building other than between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, or at any time on Sundays or the following observed holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas, except in the case of urgent necessity in the interest of public safety and then only with a permit approved by the city manager, which permit may be renewed for a period of three (3) days or less while emergency continues.

(g) Exemptions. The following uses and activities shall be exempt from noise level regulations:

- (1) Air conditioners and lawn mowers when this equipment is functioning in accord with the manufacturers' specifications and with all manufacturers'

mufflers and noise reducing equipment in use and in proper operating condition.

- (2) Non-amplified crowd noises resulting from the activities such as those planned by student, governmental or community groups.
- (3) Reserved.
- (4) Noises of safety signals, warning devices and emergency pressure relief valves.
- (5) Noises resulting from any authorized emergency vehicle while responding to an emergency call or acting in time of emergency.
- (6) Noises resulting from emergency work as defined in section 18-3(a).
- (7) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the city in accordance with sections 18-3(h) (Special Event Permits). Regulation of noises emanating from operations under permit shall be according to the conditions and limits contained in sections 18-3(h).
- (8) Noises made by persons having obtained a permit to use the streets are exempt from Table I.
- (9) Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations, and air traffic control instruction used pursuant to and within the duly adopted federal air regulations shall be exempt from the provisions of this chapter. Any aircraft operating under the technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal regulations are also exempt.

(h) *Special event permits.* Applications for a permit for relief from the maximum allowable noise level limits designated in this chapter may be made in writing to the city manager or his/her designee. Any permit granted by the city manager hereunder must be in writing and shall contain all conditions upon which the permit shall be effective. The city manager or his/her designee may grant the relief as applied for under the following conditions:

- (1) The city manager or his/her designee may prescribe any reasonable conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound attenuating devices.
- (2) *Permits for entertainment.* Permits may be granted for the purpose of entertainment under the following conditions:
 - (a) The function must take place on public property.

- (b) The function must be staged between the hours of 8:00 a.m. and 10:00 p.m.
- (c) Functions for which the permits are issued shall be limited to a noise level not to exceed eighty-five (85) dB(A) more than three (3) times in any continuous sixty-minute period, when measured in accordance with section 18-3(c). The city manager or his/her designee may, at his/her sole discretion, establish a lower maximum noise level based on the location or other relevant circumstances relating to the specific special event or noisemaking device.

(I) Other. Special permits for non-entertainment special purposes may be issued under the following conditions:

- (a) 1. If the special purpose relates to the operation of a trade or business that the special purpose not be in the ordinary course of that trade or business; or,
2. If the special purpose does not relate to the operation of a trade or business, that the special purpose not be an ordinary event in the affairs of the applicant; and,
- (b) If the special purpose be a recurring purpose, that it not recur more often than four (4) times each calendar year; and
- (c) 1. That the special purpose be absolutely necessary to the operation of the applicant's trade or business; or,
2. If the special purpose does not relate to the operation of a trade or business, that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur; and,
- (d) Except in emergency situations, as determined by the city manager or his/her designee, the special permit may be issued only for hours between 7:00 a.m. and 11:00 p.m. on week days; and,
- (e) Special permits may be issued for no longer than one week, renewable by further application to the city manager or his/her designee.
- (f) No permit may be issued to permit the use of any loudspeaker or sound device on the exterior of any building which at any time exceeds the noise level limits in Table I except those used for emergency warnings.

Sec. 18-4. - Noises prohibited; unnecessary noise standard; statement of intent; sworn complaint required.

a. Some sounds may be such that they are not measurable by the sound pressure level meter or may not exceed the limits of Table I or II, but they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the city.

b. Noises prohibited by this section are unlawful notwithstanding the fact that no violation of section 18-3 is involved, and notwithstanding the fact that the activity complained about is exempted in section 18-3(g). Thus, the following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this chapter, but said enumeration shall not be deemed to be exclusive:

- (1) The sounding of any horn or signaling device on any automobile or other vehicle, except as a danger warning; the creation by means of any signaling device of any unreasonably loud or harsh sound; the sounding of any signaling device for any unnecessary and unreasonable period of time; and the unreasonable use of any signaling device.
- (2) The using, operating or permitting to be placed, used or operated any radio, television, tape or record player, amplifier, musical instrument, or other machine or device used for the production, reproduction or emission of sound, any prolonged sounds made by people, and the keeping of any animal or bird which by causing frequent or long continuous noise in such manner as to disturb the public peace, quiet and comfort of the neighboring inhabitants or at any time with greater intensity than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such sound emitter is operated and who are voluntary listeners thereto.
- (3) Any person making a complaint under this section shall be required to sign a sworn complaint prior to an arrest being made, otherwise no such complaint will be honored.

Sec. 18-5. - Violations; penalties.

a. Notice of Noise Violation

- (1) When the city manager or an official designated by the city manager determines that there is a violation of the noise level limits contained within Table I in section 18-3(d)(1), he/she shall issue an official Notice of Noise Violation to the person or persons responsible for the noise. The Notice of Noise Violation shall advise the person of the violation of the allowable noise limits, and of the possi-

ble penalty if he/she fails to reduce or eliminate the noise to such allowable limits.

- (2) After the person or persons responsible for the noise are given such **notice**, a reasonable time to comply with the same shall be given. If the limits of Table I in section 18-3(d)(1) **continue to be** exceeded, a "reasonable time" is **instantly**. Absent special circumstances, "reasonable time" (where Table I limits are not exceeded) as used in this section is considered fifteen (15) minutes in the case of nonvehicular noise emitters.
- (3) For the purposes of this section, it is sufficient **notice** for all prohibited noises if the person or persons responsible for any succeeding noises are **provided a Notice of Violation** of one offending noise of the same type per twenty-four-hour period.
- (4) If a person or persons have been issued one written **Notice of Noise Violation**, no other **notice** shall be necessary within that sixty-day period following the **notice** for enforcement of the provisions of this chapter for any additional violations occurring within the same sixty-day period.

(b) *Arrest; confiscation of noise emitter:*

- (1) If the noise level is not reduced or eliminated to allowable limits within a reasonable time after the **Notice of Noise Violation** as prescribed in section 18-5(a), the person so **provided a Notice of Violation** and not complying shall be arrested for a violation of this chapter and upon conviction shall be subject to the penalties designated in section 1-11 of the Jacksonville Beach Code of Ordinances. Each day the violation continues shall be considered as a separate offense.
- (2) Any person responsible for an unlawful noise shall be subject to the loss of the noise emitter or emitters if they are convicted three (3) times under this chapter within a twelve-month period and if the convictions were for noises created by the same or same type of noise emitter.

(c) *Responsibility of owner of property.* The owner, tenant or lessee of property, or a manager, overseer or agent, or any person lawfully entitled to possess the property from which the offending noise is emitted and at which time the offending noise is emitted shall be responsible for compliance with this chapter, and each may be punished for violations of this chapter. It shall not be a lawful defense to assert that some other person caused the noise, but the lawful possessor of the premises shall be responsible for operating or maintaining the premises in compliance with this chapter and shall be punished whether or not the person actually causing the noise is also punished.

(d) *Violation may be declared public nuisance.* The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provisions of this chapter **that** endangers the comfort, repose, health and peace of residents in the area is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

Sec. 18-6. - Mobile noise.

(a) It shall be unlawful for the driver of a vehicle to operate or permit the operation of any sound amplification system which can be heard **and is plainly audible** outside the vehicle from fifty (50) or more feet while moving or parked on any street, highway, parking lot or other public property within the city.

(b) It shall be unlawful for any person to operate any type of portable sound amplification device so as to emit noise that is **plainly** audible fifty (50) feet or more from the source. Said violation can result in the confiscation of the equipment until such time as the offender can positively demonstrate to the court his/her willingness and ability to operate the device within the limits prescribed by this section.

(c) Violations of this section shall not require a warning prior to issuing the citation.

Sec. 18-7. – Low Volume Outdoor Amplified and Acoustic Sound.

(a) *Definitions.* For the purpose of this section, certain words and phrases used herein are defined as follows:

Acoustic sound shall mean the sound that solely or primarily uses instruments that produce sound through acoustic means, as opposed to electric or electronic means. For the purpose of this chapter, drums or drum machines are not considered to be acoustic sound.

Alcoholic beverage establishment shall mean any commercial establishment located in the city which allows for alcoholic beverages (e.g., beer, wine, or liquor, etc.) to be sold for consumption on the premises.

Amplified entertainment shall mean any type of music or other entertainment delivered through and by an electronic system, including live bands and disc jockeys.

Amplified Sound shall mean any type of sound delivered through and by electric or an electronic system.

Emergency work shall mean the work made necessary to protect persons or property from exposure to danger.

Enclosed Building shall mean a structure with a roof and enclosed walls.

Entertainment sound shall mean any sound originating from an event, performance, or act designed to entertain others.

Licensed Establishment shall mean any business, within the city of Jacksonville Beach, licensed to sell food, beverages, and/or alcoholic beverages. The provisions of this section shall apply to the following state alcoholic beverage license types: **1-COP**

(beer only consumption on premises), **2-COP** (beer and wine consumption on premises), **4-COP Quota License** (beer, wine, and liquor package sales and consumption on premises), **4-COP-S** (beer, wine, and liquor consumption on premises in connection with the operation of a hotel, motel, motor court, or condominium), **4-COP-SRX** (beer, wine, and liquor consumption on premises in connection with a restaurant), **4-COP-SBX** (beer, wine, and liquor consumption on premises in connection with a bowling alley), **11-GC** (beer, wine, and liquor consumption on premises in connection with a golf club), **11-C** (beer, wine, and liquor in connection with a bona fide club, including fraternal or benevolent association lodges or clubs, social clubs, and tennis, racquetball, cabana, or beach clubs, for consumption on premises by members and their guests only), **ODP** (beer, wine, and liquor consumption on premises for a bona fide non-profit civic organization for a period not to exceed three (3) days and no more than three (3) times per year), and any other business within the city licensed to sell/distribute food, beverages, or alcoholic beverages.

Low volume shall mean sound played at a level such that a person outside of the property line of the source of the sound, speaking in a normal tone of voice, is plainly audible and can be heard clearly and understandably by another person standing a maximum of thirty-six inches (36") away from the person speaking, without the aid of a listening device.

Momentarily shall mean a very short time equaling less than 30 seconds.

Noise shall mean any sound or vibration which may disturb or annoy reasonable persons of normal sensitivities; or causes, or tends to cause, an adverse effect on the public health and welfare; or endangers or injures people; or endangers or injures personal or real property.

Outdoor gathering area shall mean the area outside the confines of an enclosed building, and within the property line of the premises, designated for a person or persons to congregate. (e.g., patio, lanai, porch, terrace, veranda, sundeck, deck, courtyard, balcony, etc.)

Outdoor restaurant or bar shall mean any restaurant or bar, or portion thereof, which exists outside of the permanent exterior walls of the principal building(s) on a lot and has, in place, tables and chairs set up to accommodate patrons for seating, during all hours of operation. This definition includes any deck or other area constructed and/or utilized on the roof of a structure.

Person is any person, person's firm, association, copartnership, joint venture, corporation or any entity public or private in nature.

Plainly Audible shall mean any sound that can be heard clearly by a person using his or her unaided hearing faculties. When music is involved, the detection of rhythmic bass tones shall be considered to be plainly audible sound.

Previously Issued Outside Sound Amplification Permits defines businesses holding a valid Outside Sound Amplification Permit as of August 1st, 2016, and shall be permitted to be subject to the provisions of Ordinance No. 2002-7834 voted into law on June 3rd, 2002.

Property line of the premises shall mean an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

All references to time in this chapter shall be the current legal time in the City of Jacksonville Beach.

All technical definitions are in accordance with American Standard S1.1-1960 entitled, "Acoustical Terminology."

(b) Low Volume Outdoor Amplified and Acoustic Sound permits.

(1) Permit required. Any person or business owning or operating a licensed establishment as defined in Section 18-7(a) that is located in the City of Jacksonville Beach, and which provides for low volume outdoor acoustic or amplified sound, shall possess a Low Volume Outdoor Amplified and Acoustic Sound Permit. This permit authorizes licensed establishments to provide outdoor amplified and acoustic entertainment to originate from within the property line of a licensed business, to utilize outdoor sound amplification equipment, and to otherwise permit the generation of amplified sound in unenclosed parts of the licensed premises.

(2) Exemptions.

a. Indoor emergency signaling devices alerting an emergency shall not be deemed amplified or acoustic sound.

b. An exterior burglar alarm shall not be deemed amplified and acoustic sound.

(3) Standards applicable to indoor entertainment sound.

a. Except as otherwise permitted in this section, no licensed establishment in the City of Jacksonville Beach shall convey any entertainment sound, originating from within the licensed establishment's enclosed building, to the outside confines of the enclosed building, including any outdoor gathering areas.

b. No licensed establishment shall be in violation of the noise restrictions in Section 18-4, *Noises prohibited*.

c. Amplified and acoustic entertainment sound originating within the enclosed building housing the licensed establishment shall not be conveyed outside the building by any means, including but not limited to open windows, open doors

except entrance doors when opened momentarily, as needed for ingress and egress of persons, or any other means which conveys or facilitates amplified music from inside the confines of the building to the outside of the building, unless such sound is low volume, as defined in section 18-7(a).

(4) Standards applicable to outdoor entertainment sound.

- a. Any licensed establishment providing outdoor amplified or acoustic sound, including background music, must possess a valid Outdoor Amplified and Acoustic Sound Permit.
- b. Licensed establishments holding a Low Volume Outdoor Amplified and Acoustic Sound Permit shall not generate any sound within or from their outdoor dining area that exceeds a level such that a person outside of the property line of the originating premises and speaking in a normal tone of voice is not plainly audible, and understood, over this sound by another person standing a maximum of thirty-six inches (36") away from the person speaking.
- c. Outdoor amplified and acoustic sound shall be limited to sound producing devices such as low volume amplified sound, low volume acoustic, low volume orchestral instrument, or low volume stringed instruments. Drums and drum machines are prohibited.
- d. Outdoor disc jockeys and amplified bands are strictly prohibited, unless specifically allowed in writing as part of a permit issued pursuant to Section 4-5 *Temporary extension of licensed premises of Chapter 4 Alcoholic beverages.*
- e. All sound must originate within the property line of the licensed establishment which holds a Low Volume Outdoor Amplified and Acoustic Sound Permit.
- f. Any sound originating within the enclosed building of a licensed establishment shall not be conveyed to the outdoor dining area unless that music is electronically channeled through the low volume speakers, and shall not generate any sound that exceeds a level such that a person outside the property line of the originating premises and speaking in a normal tone of voice is not plainly audible, and understood over this sound by another person standing a maximum of thirty-six inches (36") away from the person speaking.
- g. Operation of any amplified and acoustic sound between the hours of 10:00 p.m. and 8:00 a.m. the following day is prohibited.
- h. Removing and/or resituating outdoor seating and tables as permitted in this chapter (18 Noise), while generating low volume outdoor amplified and acoustic sound, is prohibited.
- i. *Previously Issued Outside Sound Amplification Permits.* Beginning on August 1, 2002, persons or businesses owning or operating an outdoor restaurant, bar,

or any other establishment utilizing outdoor sound amplification equipment; and is otherwise permitted to generate amplified sound or noise in unenclosed parts of a premise, is required to possess a valid Previously Issued Outside Sound Amplification Permit.

(5) *Renewal for Previously Issued Outside Sound Amplification Permit.*

- a. Renewal for a Previously Issued Outside Sound Amplification Permits shall be made to the city clerk, on forms provided for that purpose. A fee, in an amount set by resolution of the city council and payable upon issuance, shall be charged for the outside sound amplification permit.
- b. Persons or businesses possessing a previously issued Outside Sound Amplification Permit shall file with the city, a sketch plan showing the proposed location and orientation of the equipment to be used, the street address and specific location at that address for the proposed use, the hours of operation of the equipment, a valid business tax receipt for licensed establishment, verification of compliance by licensed establishment with city zoning, code regulations, certification from the applicant that the equipment will be monitored to ensure that it is operated within the decibel levels permitted, and The name and street address where notices related to this section are to be mailed.
- c. For outdoor restaurants, bars or other establishments adjacent to a public right-of-way, public easement, public property, or public or private body of water other than the Atlantic Ocean, the amplification devices shall be directed away from any adjacent public right-of-way, public easement, public property, or public or private body of water other than the Atlantic Ocean; and otherwise operated in accordance with this chapter.
- d. Any person or business owning or operating an outdoor restaurant, bar, or other establishment located within two thousand (2,000) feet of the centerline of the Atlantic Intracoastal Waterway, said centerline being the western corporate limit of the City of Jacksonville Beach; as measured in a straight and continuous line from any point on or at the property line of such restaurant, bar, or other establishment, to the nearest point of the centerline of the Atlantic Intracoastal Waterway, may make application for an outdoor sound amplification permit. If such permit is granted by the City of Jacksonville Beach, the person or business is permitted to generate amplified sound or noise in unenclosed parts of a premise up to, but not to exceed, a maximum decibel level of 40 dB(A). The maximum decibel level established in this section applies only to outdoor restaurants, bars, or other establishments located within two thousand (2,000) feet of the centerline of the Atlantic Intracoastal Waterway, as defined above. All other outdoor restaurants, bars, or other establishments throughout the City of Jacksonville Beach must meet the requirements for maximum noise levels set forth in section 18-3(d)(1); Table 1.

- e. No permit shall be valid for the operation of any outside sound amplification equipment between the hours of 10:00 p.m. and 10:00 a.m. the following day.
- f. A permit shall be effective for a one-year period beginning on October 1st of each year, and is renewable for additional one-year periods upon reapplication and payment of the annual fee.
- g. Permit not transferrable. Any change in the ownership, name, and/or location of a licensed establishment with a valid Previously Issued Outside Sound Amplified Permit, as described in this section, shall cause the permit to be immediately invalid, and will only be issued as new Low Volume Outdoor Amplified and Acoustic Sound Permit.

(6) Application for a Low Volume Outdoor Amplified and Acoustic Sound Permit.

- a. An application for a low volume outdoor amplified and acoustic sound permit shall be made to the city clerk, on forms provided for that purpose. A fee, in an amount set by resolution of the city council and payable upon issuance, shall be charged for the outside sound amplification permit. The permit shall be issued within thirty (30) days of receipt of a complete application.
- b. Minimum information required. Any licensed establishment wishing to produce low volume outdoor amplified and acoustic sound shall complete an application form provided by the city. An annual fee, in an amount set by resolution of the city council and payable upon issuance, shall be charged for the permit. The application form shall include, but not be limited to, the following information:
 - i. Name and street address of the owner of the licensed establishment;
 - ii. Valid business tax receipt for licensed establishment;
 - iii. The hours of operation of the licensed establishment and a listing of the hours of operation of the entertainment sound equipment proposed to be used under the Outdoor Amplified and Acoustic Sound Permit, if approved;
 - iv. Verification of compliance by licensed establishment with city zoning and code regulations;
 - v. Specific type of state alcoholic beverage license held by the licensed establishment, if applicable;

vi. A sketch plan of the proposed location and orientation of the equipment to be used, the proposed orientation of outdoor seating and tables, and including a certification signed by the applicant that the equipment will be monitored to ensure that it is operated within the sound levels permitted; and

vii. The name and street address where notices related to this section are to be mailed.

The city clerk shall review the application and, if the application is complete, and the licensed establishment is in compliance with the Code of Ordinances, a permit shall be issued allowing low volume outdoor amplified and acoustic sound. A Low Volume Outdoor Amplified and Acoustic Sound Permit is issued by the city clerk. The permit shall contain conditions and limitations as listed in this ordinance including, but not limited to, hours of operation.

(7) *Permit not transferrable.* Any change in the ownership of a licensed establishment after the issuance of the permit shall cause the permit to be immediately invalid and cause the new owner to reapply for the permit. The city shall be notified immediately, and the licensed establishment shall apply for a new permit if a transfer of ownership of the licensed establishment has occurred. Until such time as the new owner of the licensed establishment makes application for a new permit and is approved for the permit, the privilege of low volume amplified and acoustic sound shall be suspended.

(8) *Renewal.* Such permit shall be renewed by the city annually on or before the 31th day of December, provided that none of the following has occurred:

a. The permit has been suspended by the special magistrate and the conditions of the suspension have not been met;

b. A transfer of ownership of the licensed establishment has occurred, and this information was not provided to the city; or

c. A change in location of the licensed establishment has occurred, and this information was not provided to the city.

(9) *Expiration ("Sunset") date.* Section 18-7(6), Low Volume Outdoor Amplified and Acoustic Sound Permit, shall expire on June 5, 2018, unless the city council of the City of Jacksonville Beach amends this section by extending the expiration or repealing this paragraph in its entirety.

(10) *Notice of violation, hearing, and penalties.*

- a. *Low Volume Outdoor amplified sound is a privilege.* The ability of a licensed establishment to generate outdoor amplified and acoustic sound, during the licensed establishment's hours of operation, on any day of the week is hereby declared to be and is a privilege subject to suspension, and no person may reasonably rely upon a continuation of that privilege. As a condition of the continuation of the privilege, licensed establishments are required to take all necessary steps to minimize the sound level originating from the licensed establishment. The following are representative, but not all-inclusive, of activities that may result in suspension of the privilege of amplified and acoustic sound:
- i. Violations of any provisions of Chapter 18 of the City of Jacksonville Beach Code of Ordinances, relating to noise and sound limitations;
 - ii. Failure to obtain a Low Volume Outdoor Amplified and Acoustic Sound Permit or failure to renew the permit as required; or
 - iii. Failure to renew a Previously Issued Outside Sound Amplification Permit as required.
- b. *Action by city manager.* The Previously Issued Outside Sound Amplification Permit and Outdoor Amplified and Acoustic Sound Permit can be revoked at any time by the city manager or his/her designee if the operation fails to follow the terms of the permit or for a violation of any city ordinance. The city manager's or his/her designee revocation of a permit may be appealed to the special magistrate.
- c. *Notice of violations, hearings, and penalties.*
- i. *Finding of violation.* In order to invoke the enforcement provisions of this section, a violation must be verified and documented by a police officer or code enforcement officer. A violation by a licensed establishment of any section of this ordinance shall result in a written notice of violation, issued by a police officer. The notice of violation shall be served by hand delivery or certified mail to the owner, proprietor, manager, or highest-ranking employee then on the premises of the licensed establishment. Issuance of a notice of violation of this section shall not prevent the filing of charges against the licensed establishment or any person for any other violation of the Code of Ordinances or state statutes.
 - ii. *Jurisdiction of the special magistrate.* A notice of violation shall be taken before the city's special magistrate for consideration of suspension of the li-

censed establishment's Previously Issued Outside Sound Amplification Permit and Outdoor Amplified and Acoustic Sound Permit. The special magistrate shall exercise jurisdiction over such matters as set forth in Article VI, Section 2-170 of the Code of Ordinances of the City of Jacksonville Beach.

iii. *Action by the special magistrate.* Upon completion of the hearing, the special magistrate shall deliver a ruling either that no action shall be taken against the licensed establishment's Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit, or that the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit shall be suspended. A suspension of the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit for a first finding by the special magistrate of a violation shall be not less than thirty (30) days nor more than ninety (90) days. A second and any subsequent finding by the special magistrate of a violation of the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit within one year (three hundred sixty-five (365) days) of the date of completion of the most recent suspension period shall result in a suspension of not less than ninety (90) days nor more than one hundred eighty (180) days. In addition to any suspension of the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit, the special magistrate may issue a fine of not more than five hundred dollars (\$500.00) per violation of this section. The special magistrate shall base his/her ruling upon substantial, competent evidence presented that supports a finding of non-compliance with this section. The special magistrate's written order of suspension of the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit shall state the effective date of the suspension and shall give the licensed establishment ten (10) calendar days of the notice of suspension.

iv. *Failure of license holder to appear.* If a licensed establishment served with a notice of violation fails to appear at the hearing after having received proper notice, the special magistrate shall take testimony from city staff, and other relevant testimony, as available, and shall deliver a ruling either that no action shall be taken against the licensed establishment's Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit, or that the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Outdoor Acoustic Sound Permit shall be suspended for a period of time as set forth in this section. A ruling that the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit be suspended shall take effect on the tenth calendar day after the ordered is issued. The enforcement of such order shall be stayed if the licensed establishment files a request for

a rehearing with the city clerk's office before the date the order is scheduled to take effect. In such case, the licensed establishment shall be rescheduled for a hearing before the special magistrate. At that hearing, the special magistrate shall take testimony from the licensed establishment, and other relevant testimony, as available, and shall deliver a ruling upholding the previous order suspending the Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit, amending the order suspending the Previously Issued Outside Sound Amplification Permit or Low Volume Outdoor Amplified and Acoustic Sound Permit, or rescinding the order suspending the Previously Issued Outside Sound Amplification Permit or Low Volume Outdoor Amplified and Acoustic Sound Permit. If the special magistrate upholds a suspension of the Previously Issued Outside Sound Amplification Permit or Low Volume Outdoor Amplified and Acoustic Sound Permit, such suspension shall take effect ten calendar days after the ruling is issued.

v. *Modification of ownership status to avoid suspension.* Any licensed establishment that has had a Previously Issued Outside Sound Amplification Permit or Outdoor Amplified and Acoustic Sound Permit suspended cannot avoid the consequences of the special magistrate's action by changing its business name or corporate status.

vi. *Alternative enforcement procedures.* The enforcement procedures contained herein are alternative procedures, and the city reserves the right to arrest, prosecute, or take action utilizing any other enforcement procedures authorized by law.

Sec. 18-8. – Severability

Each separate provision of chapter 18 and the ordinances herein shall be deemed to be severable. If any provision, word or section within this chapter or ordinances herein is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions, section or word of this chapter or ordinances.

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

SECTION 3. This ordinance shall take effect upon its adoption in accordance with the law.

DONE IN OPEN MEETING THIS ____ DAY OF _____, A.D. 2016.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

DRAFT

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. 2017-8089, to amend a *Redevelopment District: RD* zoning district within the City, as provided under Chapter 34 of the Code of Ordinances of the City.

Date: May 4, 2017

www.jacksonvillebeach.org

ACTION REQUESTED:

Adopt Ordinance No. 2017-8089, to amend 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 modification of a development of a six-story, mixed-use multifamily residential, hotel and commercial use project.
(Applicant – *Dolphin Depot, LLC*)

BACKGROUND:

The applicant owns three contiguous vacant parcels on the west side of 1st Street North between 6th and 7th Avenues North. The subject property was approved by City Council for *Redevelopment District: RD* rezoning via Ordinance 2016-8070 in April 2016. The 2016 application was for a six-story mixed-use project with 2,500 square feet of commercial space, parking on the ground floor and second floor, 54 apartment units, and 36 hotel rooms. The maximum allowable height on the subject property is 68 feet, pursuant to a judicial order. The applicant now wishes to amend the scope of the project and was informed by staff that an amendment to the approved *RD* ordinance would be required.

In the time since the current *RD* ordinance for the property was approved in April of 2016, the applicant has determined that he would like to increase the number of hotel rooms provided, and has proposed changes to the final design of the project. The *RD* amendment seeks to amend the approved project to:

- provide 57 hotel rooms instead of 36;
- increase the number of parking spaces from 164 to 193 spaces; and
- the applicant has also selected a different architect and would like to replace the approved building site plan and elevation drawings with the new design for the project.



The surrounding area has undergone significant revitalization since 2012:

- The vacant oceanfront block to the east, across 1st Street North (former *Atlantis* hotel), was recently rezoned to *Redevelopment District: RD*, to allow a 220-room hotel and commercial project;
- a newly renovated retail strip center to the south, across 6th Avenue North;
- new two-family dwellings to the west, across 2nd Street North;
- multi-family uses to the north, along 7th Avenue North; and
- an ocean front condominium to the northeast, and a historic hotel to the southeast.

The proposed project, as amended, will serve to continue the revitalization of the downtown area, will complement the character of the surrounding neighborhood, and fits within the context of the Downtown Vision Plan goals and objectives. Adjacent property values should be enhanced by the proposed development of the subject property.

The Community Redevelopment Agency (CRA) met to consider the application at their March 27, 2017 meeting and voted to recommend approval, finding the project consistent with the Downtown Community Redevelopment Plan. The Planning Commission subsequently conducted a public hearing on this application on April 24, 2017, and also recommended approval of the amendment by the City Council.

RECOMMENDATION:

Adopt Ordinance No. 2017-8089, to amend *Redevelopment District: RD* Ordinance No. 2016-8070 governing the property located on the northwest corner of 1st Street North and 6th Avenue North.

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

ORDINANCE NO. 2017-8089

AN ORDINANCE TO AMEND *REDEVELOPMENT DISTRICT: RD* ORDINANCE NO. 2016-8070, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND PLAN FOR 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 City Council approved the rezoning of certain lands in the City from *Commercial, limited: C-1* to *Redevelopment District: RD* on April 18, 2016, establishing a Redevelopment District, pursuant to Ordinance No. 2016-8070; and

WHEREAS, the owner of the subject property desires to modify the development plans for the project approved via Ordinance No. 2016-8070; and

WHEREAS, such modifications require an amendment to Ordinance No. 2016-8070 governing the subject property; and

WHEREAS, the City Council has considered the application to amend Ordinance No. 2016-8070, all relevant support materials, the staff report, the recommendations of the Community Redevelopment Agency and the Planning Commission, and public testimony given at the public hearings.

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:

SECTION 3. That Ordinance No. 2016-8070 is hereby amended by replacing the Preliminary *RD* Development Plan and Project Narrative received on January 22, 2016 and

included in Exhibit A to Ordinance No. 2016-8070, with a new Project Narrative dated March 7, 2017 attached hereto as Exhibit A, and Preliminary RD Development Plan, Site Date Sheet and Building Elevation Drawing dated March 23, 2017, attached hereto as Exhibit B to this ordinance.

SECTION 4. Except as provided herein, all other portions of the Jacksonville Beach Land Development Code and Zoning Atlas remain in effect.

SECTION 5. 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 6. 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

NARRATIVE DESCRIPTION

AMENDMENT TO RD ZONING DESIGNATION

March 7, 2017

Mixed Use Facility @ 1st Street North and 6th Avenue North

2. *An 8 1/2 "x 11" vicinity map identifying the property proposed for amendment:*

See Attached Exhibit #2.

3. *An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked:*

See Attached Exhibit #3.

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. Existing conditions on the property:

The subject property is bounded on the North by 7th Avenue North; on the East by 1st Street North, on the West by 2nd St North, and on the South by 6th Ave North. The site is vacant land. The property is not landscaped and has been an eyesore to the surrounding neighborhood for years.

B. Existing Surrounding Uses:

The existing surrounding use of this property is single family & commercial to the West; multi-family to the North; commercial to the east and the Casa Marina hotel to the Southeast; commercial to the South.

C. Proposed Mixed-Use Development:

The owner of the subject property is proposing a six story, mixed use project with approximately 2,500 sf of commercial space, 54 multi-family units, and a maximum of 57 hotel rooms. A pool & deck will be located outside on the 3rd floor on the south side of the structure.

The subject property has a maximum allowed height of 68'. The allowable height is greater than 35' due to the negotiated settlement with the previous owner and the City of Jacksonville Bch. The site plan attached herein contemplates a building height of 65'.

Parking spaces will be located on the ground level and the 2nd level.

D. Consistency w/ the Jacksonville Beach Community Redevelopment Plan:

General Objectives:

Aids in elimination of "Blight" conditions created by the vacant parcel.

Augments the growth of the vibrant Mixed-Use residential/commercial community that has developed in the downtown "core" district during the last several years.

The creation of an attractive exterior design to encourage standards of high quality for future redevelopment in the area.

The addition of residents to help make the overall neighborhood safer and provide patrons to the nearby businesses. It will also provide an increased tax base, foster the growing mixed-use community, generate a hub of activity in the neighborhood, and turn a long-standing eyesore into an attractive mixed-use community in the downtown core area.

The current owner has completed development of a mixed use building in the block to the North, and 2 apartment buildings each containing 22 residential units on 9th Ave S, and 2nd Ave S.

The owner has received numerous inquiries from prospects about renting the fully appointed units at these projects on a short term basis. There is demand for fully appointed units that are available for a term less than 7 months.

The Hotel units will provide temporary housing with the conveniences of home for the existing visitor traffic to sporting events, health care clinics, military temporary duty assignments, corporate relocations, and colleges and universities in the area.

The development follows already established street and utility patterns.

The new proposed development promotes pedestrian activity through improved paving and an appropriately scaled building which will be compatible with the current downtown environment.

E. Consistency w/ the LDC applicable to RD District designation:

The proposed project maintains consistency with the objectives of the Redevelopment District designation, the major elements of which, are shown below and represent key components of the zoning code.

The proposed development is appropriate to the Jacksonville Beach Community Redevelopment Plan and is compatible with the surrounding uses. Furthermore, it does not propose one of the specifically prohibited uses listed in LDC Sec 34-347 (c)(3)i.

It is consistent with the Future Land Use Map Designation and C-1 zoning designation of the subject property, and is also consistent with the CBD zoning district site design and lot layout standards.

The proposed zoning will be RD (Redevelopment District), Downtown Sub district and is consistent with all the permitted uses.

The structure will be 65' which will consist of two levels of parking, four levels of multi-family and hotel space, and commercial space on the ground level. 2' of side yard setback has been provided for each foot of building height in excess of 35' as required by the LDC. The minimum side yard requirement for the project is 60', the current site plan provides a minimum side yard of 65' of total side yard.

The Hotel Units would be restricted to hotel use only via a document acceptable to the City and the Owner, executed by the owner to run in perpetuity with the property.

Any signage related to the new development will be consistent with the Jacksonville Beach Community Redevelopment Plan and standards of LDC Article VIII, Division 4.

Civil Engineer:

Kimley Horn & Associates

Joe Mecca & Brian Deitsch

12740 Gran Bay Parkway West, Suite 2350

Jacksonville, FL 32258

904-828-3900

Architect:

Humphreys & Partners

Dallas, TX

Attorney:

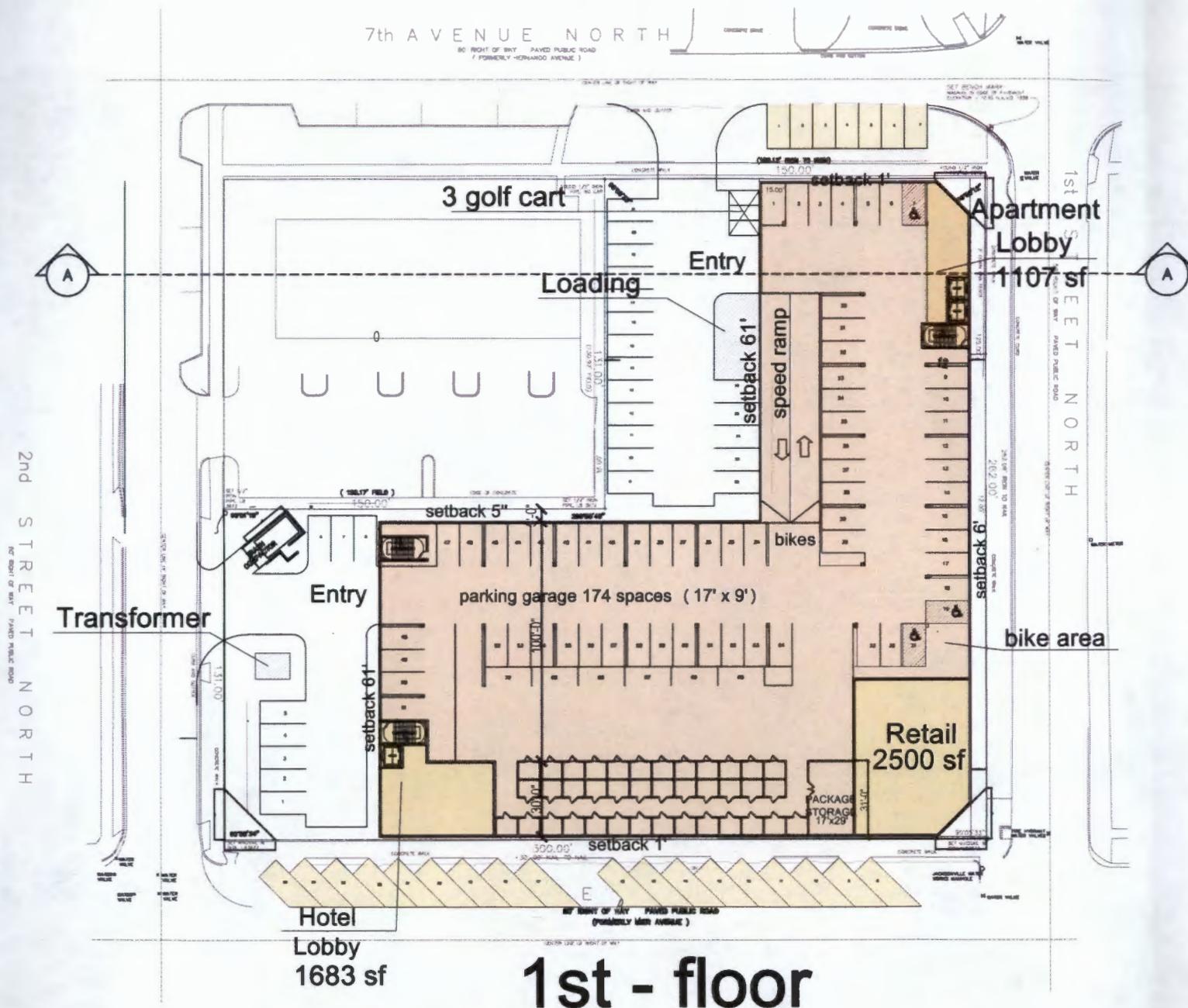
Balch & Bingham

Steve Greenhut

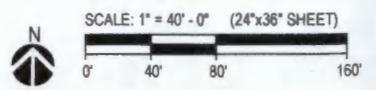
841 Prudential Dr, Suite 1400

Jacksonville, FL

904-348-6855



1st - floor



A-202

TABULATION:
6 STORY

TOTAL SITE AREA: 1.36 ACRES

LOT COVERAGE RATIO:

IMPERVIOUS AREA: 1.25 ACRES (92%)
PERVIOUS AREA: 0.11 ACRES (8%)

RETAIL : 2500 SQ.FT
CLUB HOUSE : 3734 SQ.FT

TOTAL NO.OF UNITS APARTMENTS : 54 UNITS (980 SF AVG) 50% 1BR/1BA - 50% 2BR/2BA

TOTAL NO OF ROOMS HOTEL : 57 UNITS
32 UNITS - 450 SF AVG
25 UNITS - 550 SF AVG

TOTAL : 111 UNITS

PARKING:

ONSITE:
1ST LEVEL PARKING
INSIDE BLDG. 69
OUTSIDE BLDG. 26

2ND LEVEL PARKING 98

TOTAL PARKING PODIUM 167
TOTAL PARKING 193 SPACES (including 8 HC spaces)
REQUIRED 188 SPACES

Calculation parking spaces required:
Apartments 54x2=108 spaces
50 Hotel Units 50x1.25=63 spaces
7 Hotel Units 7x1=7 spaces
2500 sf retail 2500/250=10 spaces
Total 188 spaces

OFF SITE STREET PARKING :25 SPACES

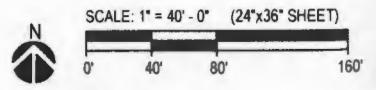
SIDE YARD SETBACK

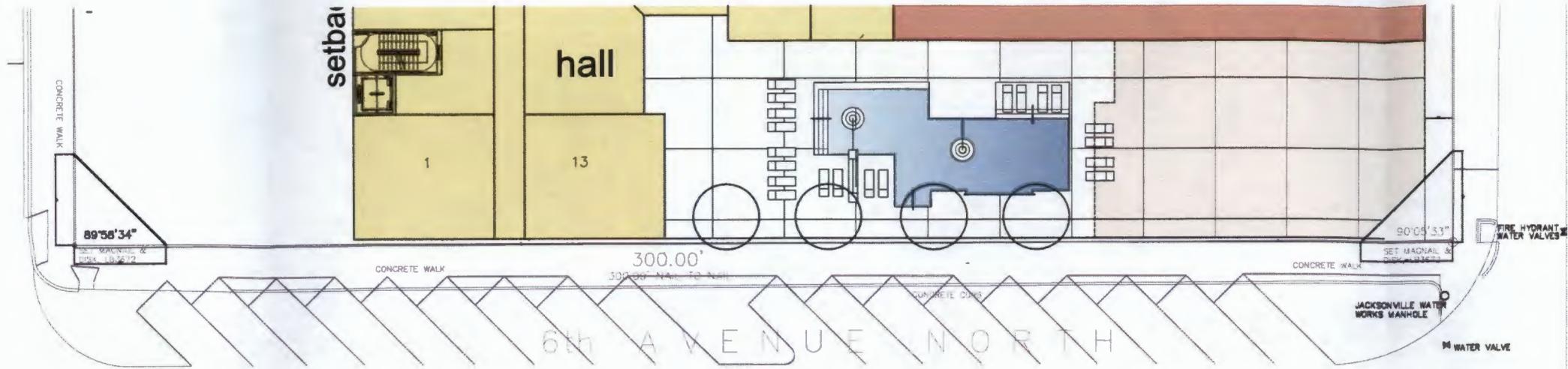
NORTH PORTION OF BUILDING:

EAST SIDE YARD: 6'
WEST SIDE YARD: 59'
TOTAL: 65'

SOUTH PORTION OF BUILDING:

EAST SIDE YARD: 6'
WEST SIDE YARD: 60'
TOTAL 66'





SOUTH ELEVATION

A-204

