



**CITY OF JACKSONVILLE BEACH
FLORIDA**

AMENDED MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following *Amended* Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council on **Monday, April 6, 2015, at 7:00 P.M. in the Council Chambers, 11 North Third Street, Jacksonville Beach, Florida.**

**Opening Ceremonies: Invocation
Salute to the Flag**

Roll Call

1. **APPROVAL OF MINUTES:**

- Regular City Council Meeting held March 16, 2015
- City Council Workshop Meeting held March 12, 2015

2. **ANNOUNCEMENTS:**

3. **COURTESY OF THE FLOOR TO VISITORS:**

4. **MAYOR AND CITY COUNCIL:**

5. **CITY CLERK:**

6. **CITY MANAGER:**

- (a) **AMENDED** Approve the Commercial Lease Agreement for Property Located at 2510 2nd Avenue North with Safe Harbor Seafood Restaurant, Effective April 6, 2015
- (b) Approve the Purchase of DASmap Network Software from the Sole Provider, Advanced Control Systems, for Beaches Energy Services Supervisory Control and Data Acquisition (SCADA) Operating System in the Amount of \$122,326
- (c) Award Unit Price Bid Number 1415-06, "Liquid Chlorine and Sulfur Dioxide" to Allied Universal Corp.

AMENDED Memorandum, Mayor and City Council
City Council Agenda for April 6, 2015

7. **RESOLUTIONS:**

RESOLUTION NO. 1946-2015

A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015

8. **ORDINANCES:**

ADJOURNMENT

Respectfully submitted,

/s/George D. Forbes
CITY MANAGER

GDF:ls
04/02/15

If a person decides to appeal any decision made by the City Council with respect to any matter considered at any meeting, such person may need a record of the proceedings and, for such purpose, 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 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, ext. 10, no later than 12:00 PM, Friday, April 3, 2015.

**Minutes of Regular City Council Meeting
held Tuesday, March 16, 2015 at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

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

OPENING CEREMONIES:

Invocation was by Council Member Buck; followed by the Salute to the Flag.

ROLL CALL:

Mayor: William C. Latham

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

Also present was City Manager George Forbes, and City Clerk Laurie Scott.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held March 2, 2015.

ANNOUNCEMENTS:

Council Member Christine Hoffman -

- Ms. Hoffman reported she attended the Rhoda Martin Cultural Heritage Center's "Night on the Hill" Gala on March 14, 2015.

Mayor Latham -

- Mayor Latham announced that The Florida League of Cities and Florida League of Mayors have announced the winners of the "If I Were Elected Mayor" statewide essay contest for seventh-graders. The First Place winner was David Day, a Fletcher Middle School student.

COURTESY OF THE FLOOR TO VISITORS:

Speakers:

- Sandy Golding, 1203 18th Avenue N., Jacksonville Beach -

Minutes of the Regular City Council Meeting
held Monday, March 16, 2015

Ms. Golding announced that Beaches Watch is hosting a forum for the Jacksonville Mayor and Jacksonville Sheriff candidates on Thursday, April 16th, 2015, at Fletcher High School.

- August Schild, 614 16th Ave S., Jacksonville Beach –

Mr. Schild reported that since March 2012, he has experienced excess noise from barking dogs from the residence next door. Mr. Schild provided a recording of the noise levels as recorded from inside his home. He believes that his neighbors may be operating a kennel at their residence.

Mayor Latham advised that either the Police Chief or he will be following up on his concerns.

- Mick DuRocher, 41 Miller Drive, Jacksonville Beach -

Mr. DuRocher recommended the removal of the shrubbery along the Boardwalk, proposed improvements to roadway along the ditch at 16th Ave. South between 5th & 6th Streets. He reported he had been contacted by city staff regarding sewer issues in his backyard, but there had been no follow through. Mr. DuRocher requested to have underground utilities installed in his Hannah Terrace neighborhood similar to those installed in the new neighborhoods east of Third Street.

- Lance Folsom, 1022 23rd Street N., Jacksonville Beach –

Complimented the improvements made at the Small Dog Park.

- Shandy Thompson 522 3rd Avenue S., Jacksonville Beach –

Discussed concerns about crime in Jacksonville Beach. Ms. Thompson suggested cutting back the shrubbery around the boardwalk and pier, issuing tickets to loiterers, installation of cameras throughout the city that feed video to Police station for monitoring, and establish a Police Substation downtown.

MAYOR AND CITY COUNCIL:

CITY CLERK:

CITY MANAGER:

(a) Accept the Monthly Financial Reports for the Month of February, 2015

Motion: It was moved by Ms. Hoffman, seconded by Mr. Doherty, to accept the Monthly Financial Reports for the Month of February, 2015.

Roll call vote: Ayes: Buck, Doherty, Hoffman and Mayor Latham; motion carried unanimously.

(b) Allocate \$25,000 for Fire Department Overtime

Motion: It was moved by Ms. Hoffman, seconded by Mr. Doherty, to approve Allocating \$25,000 for Fire Department Overtime.

Mr. Forbes explained that during the economic downturn, City of Jacksonville Beach utilized its Auxiliary Firefighters on the shifts to help reduce overtime costs. However, because of employment opportunities for the Auxiliary Firefighters, the availability pool has been reduced and our costs have increased. Secondly, with increase in construction projects throughout the city, the funds will also be used to aid the Fire Marshal in completing the inspections and not slow down any of the construction projects.

Brief discussion on the fluctuating staffing levels of the Auxiliary Firefighters program, upcoming anticipated overtime costs for spring and summer months.

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

(c) Approve the Purchase and Installation of a City-wide E-mail Archival System and a Modular Work Station for the Human Resources Department

Motion: It was moved by Ms. Hoffman, seconded by Mr. Doherty, to approve the Purchase and Installation of the City-wide E-mail Archival System and a Modular Workstation for the Human Resources Department.

Mr. Forbes reported that the City Attorney recommended that the City purchase a City-wide e-mail archival system. Current retention period for saving city-wide e-mails before they are deleted is 90 days. The new e-mail archival system would increase the retention period to five years before deleting any emails, includes a larger storage capacity, and retains a single copy of an e-mail with multiple recipients.

Councilmember Doherty asked if the public has access to the e-mail database.

Mr. Forbes responded that the public needs to initiate a Public Records Request for access to e-mails.

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

(d) Approve Payment to Siemens Industry, Inc. for Repair of Two High Voltage Siemens Circuit Breakers at the Butler Substation

Minutes of the Regular City Council Meeting
held Monday, March 16, 2015

Motion: It was moved by Ms. Hoffman, seconded by Mr. Doherty, to Approve Payment to Siemens Industry, Inc. for Repair of Two High Voltage Siemens Circuit Breakers at the Butler Substation.

Mr. Forbes recommended approving a sole source agreement with Siemens Industry, Inc., to make repairs to two high voltage Siemens circuit breakers at Butler Substation for \$31,850.

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

(e) Award Unit Price Bid #1415-02 “Wetwell, Tank & Pipe Cleaning, & TV Inspection Services” to Metro Rooter, and Trident Environmental Companies LLC, for a Period of Five (5) Years

Motion: It was moved by Ms. Hoffman, seconded by Mr. Doherty, to Award Unit Price Bid #1415-02 “Wetwell, Tank & Pipe Cleaning, & TV Inspection Services” to *Metro Rooter*, and *Trident Environmental Companies LLC*, for a Period of Five (5) Years.

Mr. Forbes recommended approval to Award Unit Price Bid #1415-02 “Wetwell, Tank & Pipe Cleaning, & TV Inspection Services” to two firms, *Metro Rooter*, and *Trident Environmental Companies LLC*, for a Period of Five (5) Years. This program is used to clean storm water systems that are blocked, T.V. lines and other utility systems.

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

(f) Approval of Bid # 1415-03 – Electric Supplies – 12 Months Requirements

Motion: It was moved by Ms. Hoffman, seconded by Mr. Doherty to approve Bid # 1415-03 – Electric Supplies – 12 Months Requirements.

Mr. Forbes recommended to Award Bid # 1415-03 to the lowest bidders meeting specifications as explained in the memorandum from Beaches Energy Services Director dated March 11, 2015. The series of equipment items listed on the bid sheet are used throughout the electrical system on an annual basis.

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

RESOLUTIONS:

(a) **RESOLUTION NO. 1944-2015**

Mayor Latham requested that the City Clerk read Resolution No. 1944-2015, by title only; whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, OPPOSING SEISMIC AIR-GUN TESTING IN THE ATLANTIC OCEAN”.

Motion: It was moved by Ms. Hoffman, seconded by Mr. Doherty, to adopt Resolution 1944-2015 opposing seismic air-gun testing in the Atlantic Ocean.

Speakers:

- Tom Larson, 887 Marshside Ct., Jacksonville Beach –

Mr. Larson spoke in support of passing the resolution and wanted City Councilmembers to know he was available for any questions on this item.

Discussion:

Mayor Latham explained the history of this issue as it was brought up originally last year and reviewed discussion from Council Meeting on March 2, 2015.

Roll call vote: Buck, Doherty, Hoffman, and Mayor Latham; motion carried unanimously.

ANNOUNCEMENT:

ADJOURNMENT:

There being no further business the meeting adjourned at 7:35 PM.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: April 6, 2015

**Minutes of City Council Workshop
Thursday, March 12, 2015, 6:00 P.M.
in City Council Chambers**

“Proposed Project to Improve Traffic Safety and Congestion on South Beach Parkway”

Mayor Pro-Tem Wilson called the workshop to order at 6:12 P.M.

The following City Council members were in attendance:

Keith Doherty
Lee Buck
Bruce Thomason
Phil Vogelsang

Mayor Pro-Tem Jeanell Wilson

Also present were City Manager George Forbes, Public Works Director Ty Edwards, and City Clerk Laurie Scott.

Purpose of Workshop

The purpose of the workshop was to hear staff and traffic-engineering consultant updates on the status of the proposed project to improve traffic safety and relieve traffic congestion on South Beach Parkway.

Discussion

City Manager George Forbes introduced Public Works Director Ty Edwards.

Mr. Edwards presented a brief overview of the project which is to alleviate traffic congestion and improve safety in the segment of South Beach Parkway and the J. Turner Butler Boulevard overpass.

Mr. Edwards introduced Michelle Mecca with Kimley-Horn who provided a PowerPoint Presentation (on file) and responded to questions resulting from the December 1, 2014 Council Meeting.

City Manager George Forbes summarized council members and citizen’s comments and suggested changes as follows:

1. Redesign the median on the South Beach Parkway entrance/exit to the shopping center to encourage the right turn only movement exiting the shopping center.

**Minutes of City Council Workshop
held on Thursday, March 12, 2015**

2. Remove the south median on South Beach Parkway to allow for additional vehicle storage.
3. Minimize north median on South Beach Parkway while maintaining some landscaping.
4. Under the JTB overpass, ensure that the final design will not allow skateboarders to use the abutment as a ramp. Final design will require FDOT approval.
5. Investigate the intersection of Palm Way and Sanctuary Drive and address any safety issues.
6. Investigate changes to the bull-nose median at Jacksonville Drive on the eastside of South Beach Parkway.

Meeting was adjourned at: 7:33 P.M.

Submitted by: Laurie Scott
City Clerk

Approved:

William C. Latham, Mayor

Date: April 6, 2015

City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

AMENDED MEMORANDUM

TO: George Forbes, City Manager
FROM: Jason Phitides, Property and Procurement Officer
SUBJECT: Commercial Lease Agreement at 2510 2nd Avenue North
DATE: April 2, 2015

ACTION REQUESTED

Approve the Commercial Lease Agreement for property located at 2510 2nd Avenue North with Safe Harbor Seafood Restaurant, effective April 6, 2015.

BACKGROUND

The City owns property at 2510 2nd Avenue North which is currently leased by Joshua Schrutt, doing business as the Old Florida Fish Camp and Seafood Shack, Inc.

The leased property consists of 1,600 square feet of building space, parking, and one floating dock that is shown in "Attachment A". The current lease expires in January 2018 and includes a clause enabling either Landlord or Tenant to terminate the lease without cause by providing ninety days written notice.

Mr. Schrutt has an agreement to sell his restaurant and the new tenant is planning to take immediate possession of the premises. The lease is in good standing and all obligations including property taxes have been paid.

The new tenants will be Benjamin Groshell and Chris Wooten, dba Safe Harbor Seafood Restaurant. Both parties have successful histories in the restaurant industry and have several established, productive ventures currently operating within the Beaches area.

Ben Groshell, together with his wife Liza, currently owns and operates the Marker 32 Restaurant, Palm Valley Fish Camp, North Florida Fish Camp and Julington Creek Fish Camp. Chris Wooten is the owner and operator of Safe Harbor Seafood Market and Restaurant in Atlantic Beach.



AMENDED MEMORANDUM

Lease Agreement

April 2, 2015

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The new ownership has plans for significant investment in the property and therefore needs a long term lease. Improvements to the property will include a new roof, HVAC, flooring, doors and windows. Window openings will be enlarged to provide the best possible harbor and intra-coastal views. The renovation will also include a new kitchen and new ADA compliant bathrooms. Exterior plans include paved parking on the north side of 2nd Avenue South.

The initial term of the lease will be five years. After the initial term, the lease automatically renews for five successive terms of 5 years each (for a total lease of 30 years), unless at least 90 days prior to the expiration of any term, the tenant terminates the lease by providing written notice to the City. After 20 years, the City can terminate the lease by giving 365 days advance notice. The lease term will begin on April 6, 2015 with the first payment due ninety days from that date, or on the date the restaurant opens, whichever comes first. The City has agreed to the grace period due the Tenant's significant investment in the property. The lease will begin at the current lease rate of \$3,730.67 per month, and will include a 3% annual escalation on the month coinciding with the anniversary month of the lease.

RECOMMENDATION

Approve the lease with Benjamin Groshell and Chris Wooten, dba Safe Harbor Seafood Restaurant, located at 2510 2nd Avenue North, effective April 6, 2015.

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 6th day of April, 2015, 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 N. Third Street, Jacksonville Beach, Florida 32250 ("CITY"); and Benjamin Groshell and Chris Wooten d/b/a Safe Harbor Seafood Restaurant whose mailing address is 2510 2nd Avenue 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 2510 2ND Avenue North, Jacksonville Beach, and Duval County, Florida. The leased property consists of 1,600 square feet of building space, including six (6) parking spaces plus one (1) handicapped parking space, floating dock, north parking lot across the street, and is more particularly described in Attachment A to this Lease.

2. TERM.

(a) Initial Term: The initial term of this Lease shall be 5 years, commencing on April 6, 2015, and terminating on April 5, 2020.

(b) Renewal Term: After the Initial Term, this Lease shall automatically renew for five successive terms of five (5) years each, unless at least ninety (90) days prior to the expiration of the Initial Term, or any Renewal Term, Tenant terminates this Lease by providing written notice to City, or after the first twenty (20) years of this Lease and with a minimum of three hundred and



sixty-five (365) days written notice to Tenant prior to the expiration of any Renewal Term, City may terminate this Lease.

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 \$44,767.99, plus all applicable federal, state and local taxes, fees, and assessments accruing during the term of this Lease. The monthly rent shall start at \$3,730.67, plus any such taxes, fees, or assessments billed for that month. This initial rental rate is based on 1,600 square feet of building space at \$27.98 per square foot per year, including six (6) parking spaces plus one (1) handicapped parking space, floating dock and north parking lot across the street. 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.

The CITY will grant a grace period of ninety (90) days or until the opening for business, whichever is less. The first monthly rent payment will be due at the end of the grace period. The grace period is granted to enable the TENANT to complete planned renovations. See Attachment C, Renovations to Lease Property at 2510 2nd Avenue North, for description of planned renovations.

(b) At the expiration of the initial term of the Lease, ownership interest in all structures and improvements (fixtures) made by TENANT shall vest in CITY. These fixtures shall consist of any structures built and improvements made by TENANT upon the Leased Premises except TENANT's unaffixed personal property.

4. STANDARD PROVISIONS.

The standard lease provisions for 2510 2nd Avenue North 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) Ad valorem and non-ad valorem taxes shall be paid to the Tax Collector's Office pursuant to paragraph 19(b) of the Standard Lease Provisions.

6. INTEGRATION; AMENDMENTS.

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

(b) No provision of this written Lease or Attachments A 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 – SAFE HARBOR SEAFOOD RESTAURANT

ATTEST:

TENANT:

Sign: _____ Sign: _____

Print: _____ Print: _____

Title: _____ Title: _____

Sign: _____

Print: _____

Title: _____

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF DUVAL

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

NOTARY PUBLIC:

Sign: _____

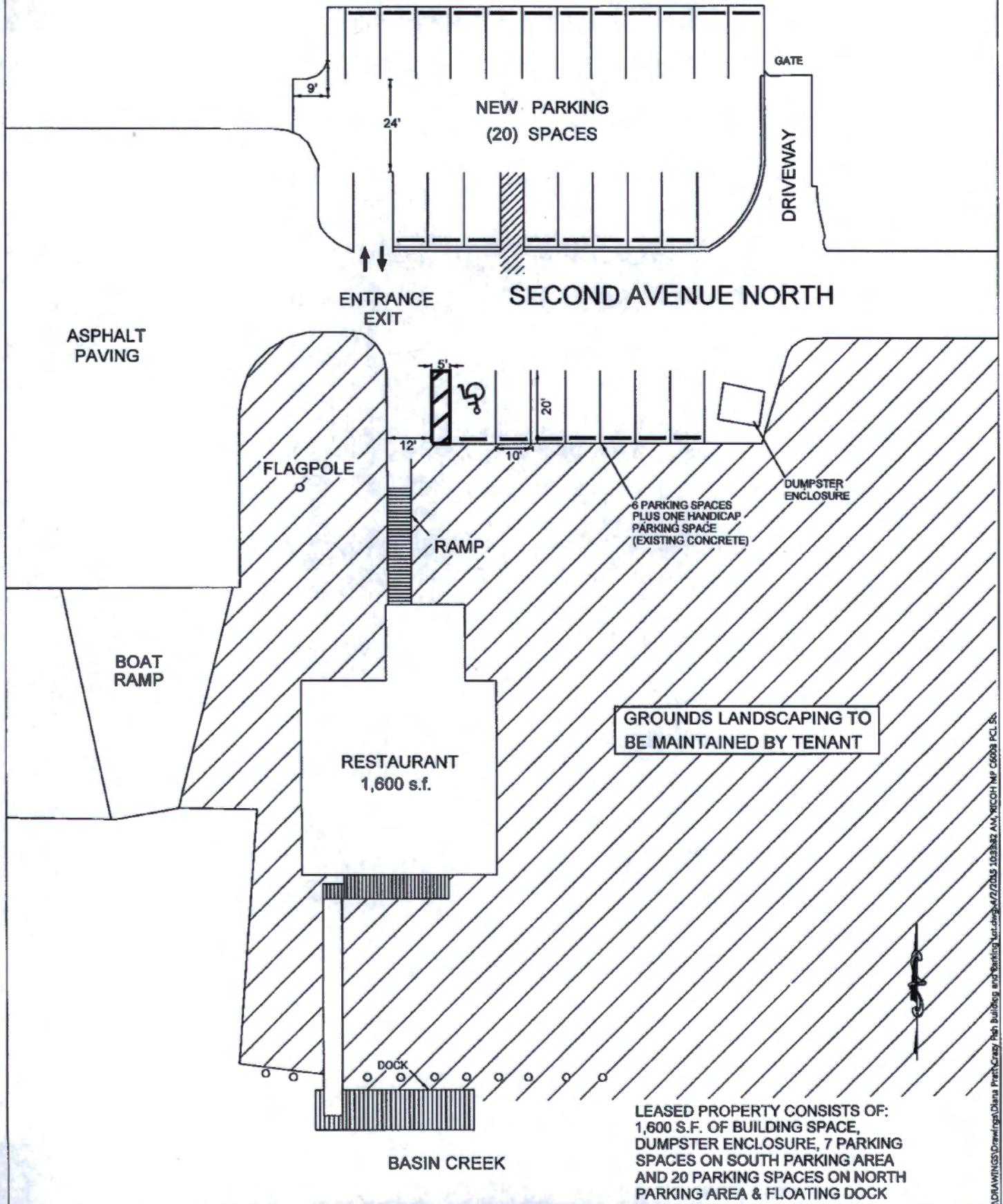
Print: _____

State of Florida at Large [SEAL]

My Commission Expires:

"ATTACHMENT A"

2510 2ND AVE. N.



LEASED PROPERTY CONSISTS OF:
1,600 S.F. OF BUILDING SPACE,
DUMPSTER ENCLOSURE, 7 PARKING
SPACES ON SOUTH PARKING AREA
AND 20 PARKING SPACES ON NORTH
PARKING AREA & FLOATING DOCK



City of

Jacksonville Beach

1460A Shetter Avenue

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ATTACHMENT B

STANDARD LEASE PROVISIONS



ATTACHMENT B

STANDARD LEASE PROVISIONS FOR 2510 2ND AVENUE NORTH

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ATTACHMENT B

STANDARD LEASE PROVISIONS FOR 2510 2ND AVENUE NORTH

1. RENTAL ADJUSTMENT:

(a) Annual rental adjustment: Beginning on the month of the following year in which the Lease is executed, and annually on each year thereafter, including any option for renewal exercised under the Lease, the rent shall be increased by 3%.

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 workers, 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 use the Leased Premises to operate a restaurant with a 2COP Beer and Wine License ONLY.

(d) TENANT agrees to complete the north parking lot across the street from building according to City codes and ordinances within 180 days of executed date of lease.

(e) TENANT agrees to obtain CITY approval prior to making modifications to property, building, floating dock or parking area or other improvements.

(f) TENANT is restricted from operating an airboat.

8. CONSTRUCTION OF IMPROVEMENTS:

(a) TENANT shall submit a complete site plan application to the City of Jacksonville Beach Planning & Development Department within sixty (60) 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 by 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 dumpster enclosure, decking, ramps, patios, windows, doors, roofs, of such buildings; and

(2) all equipment located within any buildings, including, but not limited to, the air conditioning, grease traps, 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 times, 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 grounds, 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 TENANTS 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 as 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 unaffixed 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 unaffixed personal property from the Leased Premises upon termination. If TENANT fails to remove TENANT's unaffixed 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 Purchasing Officer, 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-advalorem 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-advalorem taxes shall be paid to the Tax Collector's Office on a quarterly basis. TENANT shall be responsible for timely electing the quarterly tax payment program with the Tax Collector's Office, and shall continue participation during the term of this Lease, including renewal periods, if any. TENANT shall provide the CITY with documentation from the County Tax Collector's Office stating that the required election has been made within ten (10) days after execution of the Lease, and annually thereafter.

(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 telephone and utility services and for the cost of all electricity used by TENANT. TENANT agrees that all electricity 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

ATTACHMENT C

RENOVATIONS TO LEASE PROPERTY AT 2510 2ND AVENUE NORTH

To the best of Tenant's ability and at Tenant's expense, Tenant agrees to make the following improvements during the 90 day grace period or within a reasonable time thereafter considering the potential for unexpected delays: interior renovations to include the kitchen area, bathroom facilities and general floor space to attract and maintain a steady customer profile as Tenant currently maintains with each of its other established restaurants. Said improvements are for the mutual benefit of Landlord and Tenant. Exterior modifications will include improvements to irrigation system and signage. Improved or new signage is strictly contingent upon city approval and without said approval, Tenant has no obligation to improve or install signage.

Aside from the above-mentioned renovations and improvements, Tenant agrees to complete the paved parking lot project on the north side of Second Avenue North within one hundred and eighty (180) days from the start of the Lease.

From time to time during the term of the Lease and as deemed necessary for the operation of the business, Tenant agrees to make other major improvements, such as roof replacement and/or HVAC system.





BEACHES | ENERGY
SERVICES

MEMORANDUM

TO: George D. Forbes
City Manager

FROM: Allen Putnam
Director of Beaches Energy Services

DATE: March 31, 2015

SUBJECT: Purchase of DASmap Network Topology for SCADA

ACTION REQUESTED:

Approve the purchase of DASmap Network Topology software from the sole source provider, Advanced Control Systems, for Beaches Energy Services Supervisory Control and Data Acquisition (SCADA) operating system in the amount of \$122,326.

BACKGROUND:

The SCADA operating system that is utilized to monitor and control Beaches Energy Services entire electric system is the "PRISM" system, developed by Advanced Control Systems (ACS). It is a proprietary system and is considered one of the premier systems in the industry. Beaches Energy Services currently utilizes the most current software version.

The DASmap Network Topology software will allow our existing GIS network to be mapped into our existing PRISM system. This will provide our system operators with a network map that:

- Allows the linkage of equipment (such as switches) that will enhance the ability of System Operators to monitor, model and control the system in real-time.
- Improves situational awareness for System Operators to make more informed decisions to restore service more quickly and safely.
- Provides the functionality to perform circuit traces, feeder connectivity, power flow analysis and back-feed detection.

The addition of this network model is the initial building block to implementing an Outage Management System among other possible advanced applications in the future.

Advanced Control Systems is the Sole Source Supplier for the requested PRISM DASmap Network Topology. Funds for this project are budgeted in the System Operations – Capital Improvement Account.

RECOMMENDATION:

Approve the purchase of a DASmap Network Topology software from sole source provider, Advanced Control Systems, for Beaches Energy Services, as described in the memorandum from the Director of Beaches Energy Services dated March 31, 2015.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George Forbes, City Manager
FROM: Jason Phitides, Property and Procurement Officer
SUBJECT: Award Bid # 1415-06, Liquid Chlorine and Sulfur Dioxide
DATE: March 31, 2015

ACTION REQUESTED

Award Unit Price Bid Number 1415-06, "Liquid Chlorine and Sulfur Dioxide" to Allied Universal Corp.

BACKGROUND

This bid establishes unit prices for a period of one year for the purchase of chlorine and sulfur dioxide products used for process disinfection and control of algae growth at the City's Water Treatment and Pollution Control Plants.

The selected vendor is required to have a crane to load and unload the one ton chlorine cylinders from the delivery trucks to the container storage areas. Cost for delivery and unloading are included in the bid price

Six invitations to bid were sent to prospective vendors, and one bid was received. The lack of bid response was due to the inability to provide a crane necessary for loading and unloading cylinders, and/or the reluctance to provide firm fixed prices for twelve months, due to market volatility.

Allied Universal Corp. has the equipment and experience to safely deliver and unload the chemicals to the City's Water Treatment and Pollution Control Plants.



MEMORANDUM

Award Bid # 1415-06, Liquid Chlorine and Sulfur Dioxide

March 31, 2015

Page 2 of 2

Bid prices received from Allied Universal Corp. are as follows:

Bid Item	Description	Container Size	Estimated Annual Quantity	Unit Price	Estimated Annual Expense
1	Chlorine, Liquid	1 ton	50	\$ 332.30	\$ 16,615.00
2	Sulfur Dioxide	150 pounds	100	\$ 84.00	\$ 8,400.00
Estimated Annual Expense					\$ 25,015.00

These unit prices represent an increase of 14% over prior year prices.

Funds are available in the FY2015 Public Works Department Water and Sewer Budget, within the operating supplies accounts of the Pollution Control Plant Division and Water Plant Division.

RECOMMENDATION

Award Unit Price Bid Number 1415-06, "Liquid Chlorine and Sulfur Dioxide" to Allied Universal Corp. for a period of one year, as described in the memorandum from the Property and Procurement Officer dated March 31, 2015.

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

March 27, 2015

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
SUBJECT: Mid-year Budget Adjustment

ACTION REQUESTED:

Approve Resolution 1946-2015 adopting the mid-year budget adjustment.

BACKGROUND:

Each year the City adopts budget amendments adjusting the budget for expenditures that have become necessary since the original budget was adopted. These adjustments provide spending authority for unexpected expenditures, projects authorized by the City Council during the year which were not included in the original budget, and projects that may have been budgeted in a previous year, but due to the timing of a contract award, were not begun or encumbered before the previous year's end.

The attached budget resolution reflects proposed adjustments to be made which represent changes in departmental or fund budgets. Detailed explanations are also provided as a part of these adjustments. These budget adjustments were previously approved by the City Council, Community Redevelopment Agency or Pension Boards, or discussed with the City Council with the following exceptions:

Funding:	Amount	Description:
General Fund	\$12,749	Adjust Building Maintenance budget for the cost of replacing the entrance and exit gates at the Police building
General Fund	\$65,000	Adjust Parks & Recreation budget for repairs to City parks such as the Huguenot Park pier, Oceanfront Park, etc.
General Fund	\$20,000	Adjust Parks & Recreation budget for the cost of additional cemetery maintenance
General Fund	\$10,192	Adjust City Clerk's budget for the additional cost of staffing the office due to illness.



Monies are on hand to fund all requested expenditures.

RECOMMENDATION:

Adopt Resolution 1946-2015 authorizing the mid-year budget adjustment.

KN/ag

Introduced by: _____
Adopted: _____

RESOLUTION NO. 1946-2015

A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015

BE IT RESOLVED by the City Council of the City of Jacksonville Beach, Florida that:

SECTION 1: The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2014 and ending September 30, 2015 be amended as follows:

General Fund – 001

General Fund Revenues :

Grant - Fire Department	a.	\$ 27,543	001-0000-331-26-00
9-1-1 Reimbursement	b.	\$ (17,498)	001-0000-339-02-00
Insurance reimbursement	c.	\$ 6,492	001-0000-364-20-00
Donations and contributions-Fire Department	d.	\$ 3,775	001-0000-366-95-00

- a. To adjust budget for receipt of FEMA Assistance to Firefighters grant and offsetting expenditure for the purchase of a diesel exhaust removal system at Fire Station No. 1. Approved by Council on 11-3-2014.
- b. To adjust budget for decrease in 9-1-1 calltaker salary reimbursement from City of Jacksonville.
- c. To adjust budget for insurance proceeds that will be used to offset the cost of the vehicle repairs.
- d. To adjust budget for contributions from Beaches Oktoberfest, Celtic Festival, Red Bull North America, and 26.2 with Donna festivals to offset Fire Department overtime costs for the events.

General Fund Expenditures :

City Clerk

Personal services-wages	a.	\$ 10,192	001-0106-513-12-00
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- a. To adjust budget for the additional cost of staffing the City Clerk's office due to illness.

Building Maintenance

Operating-building repair & maintenance	a.	\$ 2,733	001-0304-519-46-01
Operating-equipment repair & maintenance	b.	\$ 12,749	001-0304-519-46-02

- a. To adjust budget for modular work station for the Human Resources Department. Approved by Council 3-16-2015.
- b. To adjust budget for replacement of failing entrance and exit gates at the police facility.

Parks & Recreation

Personal services-wages	a.	\$	14,129	001-0601-572-12-00
Operating-repair & maintenance	b.	\$	20,000	001-0601-572-46-00
Capital outlay-improvements	c.	\$	65,000	001-0601-572-63-00

- a. To adjust budget for part-time Staff Assistant to assist with special events. Approved by Council 3-2-2015.
- b. To adjust budget for the cost of additional cemetery maintenance.
- c. To adjust budget for park repairs at Huguenot Park pier, Oceanfront Park, etc.

Police

Operating-vehicle repair & maintenance	a.	\$	6,492	001-0904-521-46-03
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- a. To adjust budget for insurance proceeds that will be used to offset the cost of the vehicle repairs.

Fire

Personal services-wages	a.	\$	4,000	001-1001-522-12-00
Personal services-overtime	b.	\$	3,775	001-1001-522-14-00
Personal services-overtime	c.	\$	25,000	001-1001-522-14-00
Operating-vehicle repair & maintenance	d.	\$	15,101	001-1001-522-46-03
Capital outlay-building improvements	e.	\$	30,603	001-1001-522-62-00

- a. To adjust budget for IAFF contract section 34-6 for Training Lieutenant. Approved by Council 6-16-2014.
- b. To adjust budget for contributions from Beaches Oktoberfest, Celtic Festival, Red Bull North America, and 26.2 with Donna festivals to offset Fire Department overtime costs for the events.
- c. To adjust budget for Fire Department overtime to assist Fire Marshall with inspections and supplement combat personnel overtime. Approved by Council 3-16-2015.
- d. To adjust budget for repair of engine-14 (1996 Pierce customer pumper). Approved by Council 10-20-2014.
- e. To adjust budget for receipt of FEMA Assistance to Firefighters grant and offsetting expenditure for the purchase of a diesel exhaust removal system at Fire Station No. 1. Approved by Council on 11-3-2014.

Non-departmental

Operating-professional services	a.	\$	20,000	001-0000-519-31-00
Operating-other charges	b.	\$	(255,389)	001-0000-519-49-00
Transfer to Finance Fund	c.	\$	29,927	001-0000-581-91-13
Transfer to Golf Course Fund	d.	\$	16,000	001-0000-581-91-15

- a. To adjust budget for Retail Strategies payment, year 2. Approved by Council 1-21-2014.
- b. To adjust budget for net General Fund costs of mid-year budget adjustment.
- c. To adjust budget for purchase of E-Mail archival system. Approved by Council 3-16-2015.
- d. To adjust budget for repairs of golf course hole # 1 green. Approved by Council 3-2-2015.

Southend Redevelopment Fund - 182

Expenses:

Capital outlay-improvements	a.	\$ 83,428	182-1602-515-63-00
Capital outlay-improvements	b.	\$ 52,120	182-1602-515-63-00
Capital outlay-improvements	c.	\$ 49,531	182-1602-515-63-00

- a. To adjust budget for additional scope of work in final design of South Beach Parkway improvements. Approved by CRA 11-17-2014 and by Council 12-1-2014.
- b. To adjust budget for additional engineering design work associated with the Stormwater South Beach Parkway improvements, resolution 2015-01. Approved by CRA 2-16-2015.
- c. To adjust budget for preliminary engineering design work to eliminate the stormwater pond, resolution 2015-02. Approved by CRA 2-16-2015.

General Capital Projects Fund - 315

Expenses:

Operating-professional services	a.	\$ 102,990	315-0000-519-31-00
Operating-building repair & maintenance	b.	\$ 55,935	315-0000-519-46-01

- a. To adjust budget for consulting services for an City-wide enterprise resource planning (ERP) system. Approved by Council 12-1-2014.
- b. To adjust budget for carpet replacement for City buildings. Approved by Council 2-2-2015.

Electric Fund - 410

Revenues:

Insurance reimbursement	a.	\$ 4,990	410-0000-364-20-00
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Expenses:

Operating-vehicle repair & maintenance	a.	\$ 4,990	410-1205-531-46-03
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- a. To adjust budget for insurance reimbursement for damage to bucket truck. Insurance proceeds are being used to offset the cost of the repair of the truck.

SECTION 2. The Chief Financial Officer is hereby authorized and directed to do and perform all acts necessary to carry out and accomplish the budget amendments in conformity with the provisions of Section 1.

SECTION 3. The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2014 and ending September 30, 2015, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

SECTION 4. The City Council authorizes the City Manager to use the General Fund's unanticipated budget to pay for items such as staffing, rental equipment, communications equipment, and supplies in the event of a severe weather event or other emergency of similar magnitude.

SECTION 5. The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2014 and ending September 30, 2015, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

SECTION 6. The City Council further authorizes the City Manager to expend donated monies, so long as the expenditure is consistent with the purpose of the donation.

SECTION 7. In compliance with the Convention Development Tax Act, Florida Statutes, Chapter 212.0305, the City of Jacksonville Beach, being unable to use Convention Development revenue solely for the purposes stated in the section, is hereby authorized to use the revenue to acquire and develop municipal parks, lifeguard stations or athletic fields.

SECTION 8. This Resolution shall take effect upon its passage and publication as required by law.

AUTHENTICATED this __th day of April, 2015.

William C. Latham, MAYOR

Laurie D. Scott, CITY CLERK