



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda

City Council

Monday, August 15, 2022

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Council Briefing held on July 29, 2022 (Budget Showcase)
- B. Budget Workshop held on August 1, 2022
- C. Regular Council Meeting held on August 1, 2022
- D. Budget Workshop held on August 2, 2022

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- A. Accept/Reject the Monthly Financial Reports for the month of July 2022
- B. Approve/Disapprove modernization and upgrade of two elevators by Thyssen Krupp Elevator Corporation utilizing Sourcewell contract #47QSWA20D002A for an amount not to exceed \$261,986
- C. Approve/Disapprove an Audit Agreement with The SpyGlass Group, retroactively, and authorize a one-time payment of \$119,622.12
- D. Award/Reject RFP Number 06-2122 for Pension Administration Software to Gabriel, Roeder, Smith & Co. and authorize the Mayor and City Manager to execute the final contract

- E. Approve/Disapprove four out-of-service police vehicles to be donated as surplus to the Jacksonville Sheriff's Office in lieu of auction
- F. Approve/Disapprove a Lease Agreement with The Huntington National Bank for 72 EZ-GO golf carts for 52 months according to Omnia Contract #R210201 and authorize the Mayor and City Manager to execute the Lease Agreement
- G. Approve/Disapprove Development Agreement Approval for the Windward Marina Property
- H. Award/Reject Bid Number 2122-09 to United Brothers Development Corp. for the construction of 10th Street South Infrastructure Improvements Phase 1 in an amount not to exceed \$7,423,066; *and*

Approve/Disapprove an Agreement with Waitz & Moye for Construction Administration services in an amount not to exceed \$29,681
- I. Approve/Disapprove an Agreement with Harrison Development #1, LLC, for the cost share participation on a sidewalk installation and authorize the Mayor and City Manager to execute the final Agreement
- J. Approve/Disapprove authorization to send formal notice to the American Red Cross for the reversion of the subject parcels to the City of Jacksonville Beach
- K. Approve/Disapprove advancement of a resolution for consideration at a special City Council meeting; *and*

Approve/Disapprove authorization to legally challenge all matters related to and arising from the ballot initiative and referendum

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2115-2022 approving an Interlocal Agreement Between the City of Jacksonville, the City of Atlantic Beach, the City of Jacksonville Beach, the City of Neptune Beach, and the Town of Baldwin for Distribution of Opioid Litigation Settlement Proceeds
- B. Adopt/Deny Resolution No. 2116-2022 adopting the updated Southend Redevelopment Area Plan

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2022-8178 for a Redevelopment District: RD Rezoning Application for The Gallery at Jacksonville Beach Project on the first reading and schedule a second reading for Tuesday September 6, 2022

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 a special accommodation to participate in this meeting should contact the City Clerk's Office

at (904) 247-6299 no later than one business day before the meeting.

You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

City of Jacksonville Beach
Minutes of Fiscal Year 2023 Budget Showcase
Friday, July 29, 2022 – 2:00 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

The Council Budget Showcase began at 2:00 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols (late)	Chet Stokes

Budget Overview

City Manager Mike Staffopoulos reviewed the following topics in the Financial Condition Report [on file] for the FY2023 Budget:

- Financial Condition
- Budgeting in Uncertain Times
- Budget Highlights
- Budget Concerns
- General Fund
 - 2022 Millage rate comparison
 - Where property tax dollars go
 - Jacksonville Beach taxable property values
 - Income Sources
 - Expenditures (by department)
 - City Pension contributions
- Utilities
 - Enterprise funds expenses
 - Areas of concern
 - Utilities summary

Chief Financial Officer Ashlie Gossett reviewed the following topics regarding the Finance Department and the Information Services Department:

- Space needs Analysis and Resulting Projects
- IS Enterprise Projects

Director of Parks and Recreation Jason Phitides spoke about:

- Implementation of Parks Assessment Study

Director of Planning and Development Heather Ireland spoke about:

- Comprehensive Plan and LDC Update
- Weekend Warrior Project
- Downtown Vision Plan Implementation

Director of Public Works Dennis Barron spoke about:

- CRA Phase 3C-Projects 4 & 5

- PCP Chlorination Conversion
- Water Plant Chlorination Conversation
- PCP Sludge Dewatering Project

Upon completion of the budget presentation, the City Council and participants viewed a recently completed dune walkover, and recently purchased police vehicles and older Beaches Energy trucks being replaced soon which were on display in Latham Plaza.

The City Council and participants then drove to the Jax Beach Golf Course to view recently made improvements to the driving range, and mowers to be replaced.

The Budget Showcase ended at 4:30 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date:

City of Jacksonville Beach
Minutes of Fiscal Year 2023 Budget Workshop
Monday, August 1, 2022 – 4:00 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

City Manager Mike Staffopoulos called the Budget Workshop to order at 4:01 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, Director of Human Resources Kimberlee Bennett, Chief Information Officer Bill Rieger, Budget Officer AJ Souto, Fire Marshal Steve Sciotto, and City Clerk Sheri Gosselin.

Executive & Legislative Department

City Manager Mike Staffopoulos stated the workshop and subsequent budget workshops were for each Department to give a high-level review of their work projects for the upcoming year. Mr. Staffopoulos explained the changes in the budget format and template.

Mr. Staffopoulos reviewed highlights from FY2022 and the FY2023 Budget, Priorities, Goals, and Initiatives for the Legislative and Executive Departments, including:

- City Council
- City Manager
- City Attorney
- City Clerk
- Fire Marshal's Office

Mr. Staffopoulos noted Information Systems became its own Department, previously under the City Manager's Office.

Finance Department

Chief Financial Officer Ashlie Gossett reviewed the objectives, recent accomplishments, and goals for the FY2023 budget for the Finance Department, which includes Accounting, Utility Billing (proposed change to Customer Care pending FY2023 budget adoption), and Property and Procurement.

Ms. Gossett reviewed the following regarding the Finance Department:

- Major Initiatives
- Strategic Plan/Operational Plan Projects for FY2023
- Additional Goals
- Request for Additional Position

A conversation ensued regarding the proposed Customer Care Division, changes in revenue and sources, and the proposed Deputy Property and Procurement Officer position.

Human Resources

Director of Human Resources Kimberlee Bennett stated they had no strategic plan projects for FY2023. Ms. Bennett reviewed the Department Goals, challenges in Performance Measures, and the Financial Summaries Report.

A discussion ensued regarding recruiting efforts, potential insurance cost increase, annual employee survey, and the non-financial benefits employee survey.

Information Services

Chief Information Officer Bill Rieger reviewed the organization of the Information Services Department. Mr. Rieger also noted the goals for FY2023, the accomplishments from FY2022, the reasoning for the increase in budget, and new staff positions.

A discussion ensued regarding cyber security training, staffing issues, and pay scale adjustment/pay study.

The workshop adjourned at 4:53 P.M.

Submitted by: Lauren Loria
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date

**Minutes of Regular City Council Meeting
held Monday, August 1, 2022, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Dan Janson	Fernando Meza
	Georgette Dumont	Chet Stokes	Cory Nichols

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Director of Planning and Development Heather Ireland, Beaches Energy Project Manager Matt Seeley, Beaches Energy Electrical Engineer Jamison Parker, Building Official George Knight, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, and passed unanimously to approve the following minutes:

- Regular City Council Meeting held on July 18, 2022
- Council Briefing held on July 25, 2022

ANNOUNCEMENTS:

Council Member Golding noted the City Budget Workshops had commenced and encouraged the public to attend. She said the Citizen Police Academy would begin on August 25, 2022. She noted a candidate forum for District 2 School Board would be held on August 3, 2022, at the Beaches Branch Library. She thanked the City of Jacksonville (COJ) for opening the pier for fishing.

Council Member Nichols also promoted the Citizen Police Academy. He recognized local surfer Nadya Hicks, who helped a person who was bit by a shark.

Mr. Janson noted the recent budget showcase [July 31, 2022] featured the new police vehicles, a dune crossover, and improvements to the golf course.

COURTESY OF THE FLOOR TO VISITORS:

The following spoke regarding the Volunteer Life Saving Corps:

- Shannon Stanford, 22 10th Avenue North, Jacksonville Beach
- Jim Emery, 1764 Maritime Oak Drive, Atlantic Beach

MAYOR AND CITY COUNCIL: *No items*

CITY CLERK: *No items*

CITY MANAGER:

Item A Approve/Disapprove Development Agreement Approval for the Windward Marina Property

Mayor Hoffman stated presentations would be made by the City and the applicant, followed by public comment.

Director of Planning and Development Heather Ireland provided background on the item. She summarized the development agreement and the process.

Agent T.R. Hainline, 1301 Riverplace Boulevard, Jacksonville, introduced himself on behalf of the applicant. He reviewed a presentation and submitted copies of photos to the Council [on file].

The following submitted emails [on file] in opposition to Item A:

- Valerie S. Britt, 506, 15th Avenue North, Jacksonville Beach
- Brenda Shields, 315 18th Street North, Jacksonville Beach
- Ronda Steinke-McDonald, 1120 Second Avenue North, Jacksonville Beach

The following spoke in opposition to Item A:

- Teresa O'Brien, 1602 5th Avenue North, Jacksonville Beach
- Barbara Cox, 1801 5th Avenue North, Jacksonville Beach
- Scott Worthley, 1801 5th Avenue North, Jacksonville Beach
- Candace Rue, 1244 North 8th Street, Jacksonville Beach

The following submitted speaker cards at the 7/19/2022 Board of Adjustment Meeting to address the Windward Marina property and were advised to come to the 8/1/2022 City Council Meeting to address the item. Mayor Hoffman called the following names of those people, which at the time of the Council Meeting were not present:

- Cindy Cyr, 1122 24th Street North, Jacksonville Beach
- Frank Cyr, 1122 24th Street North, Jacksonville Beach
- Lucille Pendleton, 1144 24th Street North, Jacksonville Beach

The following submitted speaker cards regarding Item A but did not wish to speak:

- Lisa Grogan, 1107 8th Street North, Jacksonville Beach
- Peggy Hatfield, 2400 1st St South, Jacksonville Beach (not present when name called)

Ms. Ireland addressed concerns about public notice and residential components.

Mr. Hainline addressed questions about Windward, the project process, stormwater, roadways, and the proposed concept.

Motion: It was moved by Mr. Nichols, and seconded by Ms. Golding, to approve the Development Agreement Approval for the Windward Marina Property.

Discussion:

COJ Public Works Chief of Engineering and Construction Management Robin Smith responded to questions from the Council.

A discussion ensued about utilities, 2nd Avenue North, the boat ramp concept, park maintenance, roadways, wetlands, impact, parking, Comprehensive Plan compliance, and flooding.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman.
The motion passed unanimously.

Item B Award/Reject Bid Number 2122-10 to Electric Supply, Inc., for the purchase of Light Poles and Luminaires

Beaches Energy Project Manager Matt Seeley provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award Bid Number 2122-10 to Electric Supply, Inc., for the purchase of Light Poles and Luminaires.

Discussion: *None*

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman.
The motion passed unanimously.

Item C Approve/Disapprove Emergency Repair/Replacement of the Jacksonville Beach Substation fence

Mr. Seeley provided background information on the item. He noted the bid was awarded to Armstrong Fence Company.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the Emergency Repair/Replacement of the Jacksonville Beach Substation fence.

Discussion: *None*

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Golding, Mayor Hoffman.
The motion passed unanimously.

Item D Approve/Disapprove the purchase of repair/replacement services for Guana Substation Transformer TR-1 and associated equipment in an amount not to exceed \$84,230.00

Beaches Energy Electrical Engineer Jamison Parker provided background information on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the purchase of repair/replacement services for Guana Substation Transformer TR-1 and associated equipment in an amount not to exceed \$84,230.00.

Discussion: *None*

Roll Call Vote: Ayes – Meza, Nichols, Stokes, Dumont, Golding, Janson, Mayor Hoffman.
The motion passed unanimously.

RESOLUTIONS:

Item A Adopt/Deny Resolution No. 2114-2022 updating the Schedule of Fees for building permits

Building Official George Knight provided background on the item.

Mayor Hoffman requested the City Clerk read Resolution No. 2114-2022 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING THE SCHEDULE OF PERMIT AND LAND DEVELOPMENT CODE APPLICATION FEES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Resolution No. 2114-2022 updating the Schedule of Fees for building permits.

Discussion: *None*

Roll Call Vote: Ayes – Nichols, Stokes, Dumont, Golding, Janson, Meza, Mayor Hoffman.
The motion passed unanimously.

ORDINANCES: *None*

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:52 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

City of Jacksonville Beach
Minutes of Fiscal Year 2023 Budget Workshop
Tuesday, August 2, 2022 – 5:00 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

City Manager Mike Staffopoulos called the Budget Workshop to order at 5:00 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Staff in attendance:

City Manager Mike Staffopoulos, Police Chief Gene Paul Smith, and Budget Officer AJ Souto.

Police Department

Police Chief Gene Paul Smith highlighted the Community Redevelopment Agency Camera Improvement Project previously discussed at the Council Briefing on July 25, 2022.

Chief Smith noted the importance and growth of the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).

Chief Smith summarized the Department's proposed Goal and Objectives for FY2023. A conversation ensued regarding the critical role of social media, gun control, and drug enforcement.

Chief Smith spoke about recruiting efforts for the Department.

Chief Smith spoke about the Department participating in Florida's Safe Routes to School (SRTS) program, sponsored by the Florida Department of Transportation (FDOT). He provided a sample packet [on file] that will be provided to the Principals of each school for distribution to families.

The workshop adjourned at 5:27 P.M.

Submitted by: Callie Rayeski
Administrative Assistant

Approved:

Christine H. Hoffman, Mayor

Date



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	07/11/2022
SUBJECT:	Accept/Reject the Monthly Financial Reports for the month of July 2022

BACKGROUND

Attached are the monthly financial reports for July 2022 as prepared by the Finance Department. These reports represent ten months of activity, or 83.29% of the total annual budget, and are prepared on a cash basis.

Summary Budget Reports Exhibits 1 through 6 show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 compares actual revenues and expenditures to the budget in total by fund.

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept/Reject the Monthly Financial Reports for the month of July 2022

ATTACHMENTS

1. 2022-7 July Financials



SUMMARY BUDGET REPORT

July 31, 2022

83.29% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	13,343,235	89.56%	12,689,007	89.08%	0.48%	654,229
2 Licenses & Permits	851,889	140.84%	693,395	134.66%	6.18%	158,495
3 Intergovernmental Revenue	3,994,979	96.51%	3,654,168	94.96%	1.55%	340,810
4 Charges for Services	486,095	103.52%	486,569	110.55%	-7.03%	(473)
5 Enterprise Contributions	3,179,328	83.33%	3,129,631	83.33%	0.00%	49,697
6 Miscellaneous Revenue	40,236	12.11%	280,320	75.99%	-63.88%	(240,085)
7 Fines & Forfeitures	109,175	67.40%	116,083	76.74%	-9.34%	(6,907)
8 Interfund Transfers	447,083	86.98%	443,629	86.31%	0.67%	3,453
Total Revenues	\$22,452,020	90.04%	\$21,492,801	90.17%	-0.13%	\$959,219

Current Year vs. Prior Year



Discussion

Total General Fund revenues are in line with the prior year at the same point in time on a percent of budget basis.

- 1 Annual ad valorem tax distributions were received in December, bringing the tax revenue-to-date to 89.56%.
- 2 Permit revenues are up because of an increase in construction activity compared to the same time in the prior year.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

July 31, 2022

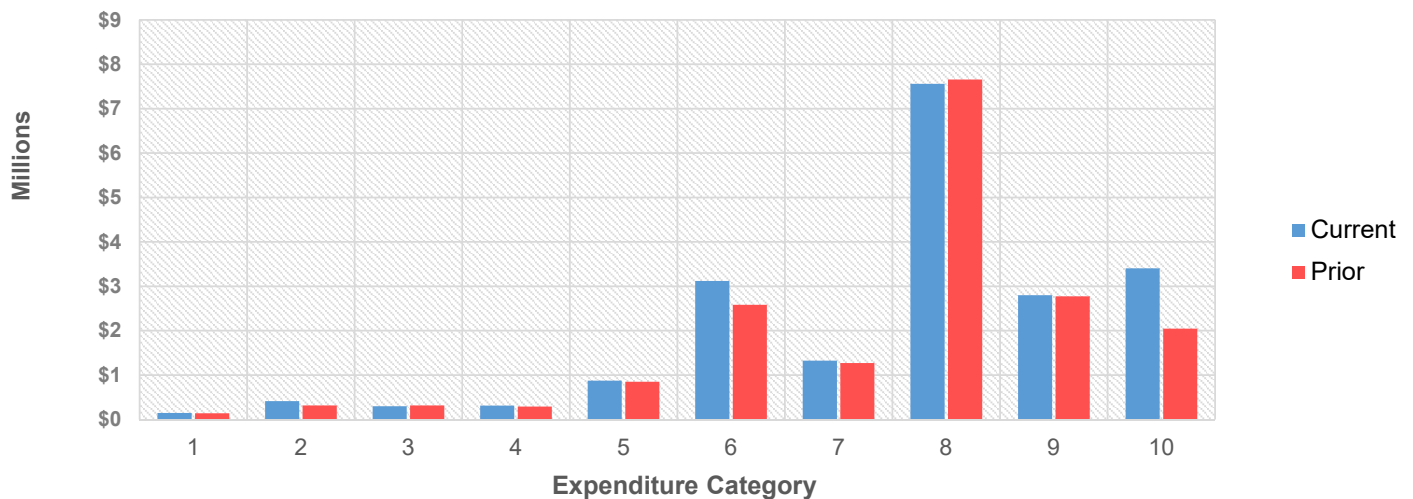
83.29% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	149,279	79.72%	140,833	78.85%	0.87%	8,447
2 City Attorney	415,783	86.18%	317,559	67.01%	19.17%	98,225
3 City Clerk	300,377	65.90%	315,717	76.14%	-10.24%	(15,340)
4 Building Maintenance	315,381	71.85%	292,832	68.97%	2.88%	22,549
5 Planning and Development	877,782	72.61%	850,815	70.69%	1.93%	26,967
6 Parks and Recreation	3,123,134	79.49%	2,583,284	69.84%	9.66%	539,849
7 Public Works	1,327,689	68.77%	1,272,077	68.58%	0.20%	55,612
8 Police	7,563,534	76.13%	7,658,910	74.51%	1.62%	(95,376)
9 Fire Services	2,799,798	83.52%	2,776,426	85.32%	-1.80%	23,372
10 Non-Departmental	3,405,247	80.50%	2,046,208	72.85%	7.64%	1,359,039
Total Expenditures	20,278,004	77.54%	18,254,661	74.23%	3.31%	\$2,023,343

Current Year vs. Prior Year



Discussion

Total General Fund expenditures are under budget by 5.74% and 3.31% above the prior year at the same point in time on a percent of budget basis.

- 6 Parks and Recreation expenditures increased in the current year as a result of approved staffing changes identified in the Parks Assessment Study as well as the transition from volunteers to City staff for ocean rescue services on Sundays and Holidays.
- 10 The increase in Non-Departmental expenditures is due to transfers to the General Capital Projects Fund for planned vehicle and heavy equipment replacements as well as City facility and infrastructure improvement projects.



SUMMARY BUDGET REPORT

July 31, 2022

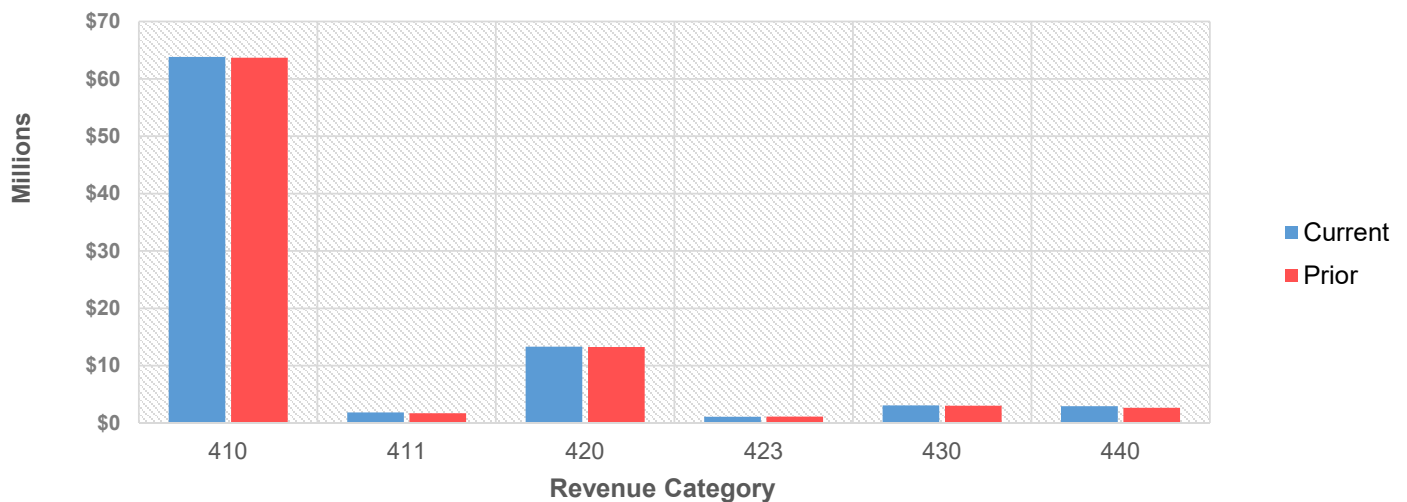
83.29% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	63,815,134	76.74%	63,695,463	76.91%	-0.17%	119,671
411 Natural Gas	1,825,123	90.91%	1,669,169	74.59%	16.32%	155,954
420 Water & Sewer	13,283,842	87.86%	13,221,594	88.80%	-0.94%	62,248
423 Stormwater	1,080,272	74.33%	1,093,513	75.90%	-1.56%	(13,241)
430 Sanitation	3,062,287	86.75%	2,992,187	83.91%	2.84%	70,100
440 Golf Course	2,902,763	127.68%	2,624,909	120.24%	7.43%	277,854
Total Revenues	\$85,969,421	79.94%	\$85,296,835	79.61%	0.33%	\$672,586

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are under budget for the current year and in line with the prior year at the same point in time on a percent of budget basis.

411 The increase in Natural Gas revenues is due to increased customer consumption compared to the same point in the prior year.

440 Golf course revenues are 7.43% ahead of the prior year on a percent of budget basis, due largely to rate adjustments adopted in January.



SUMMARY BUDGET REPORT

July 31, 2022

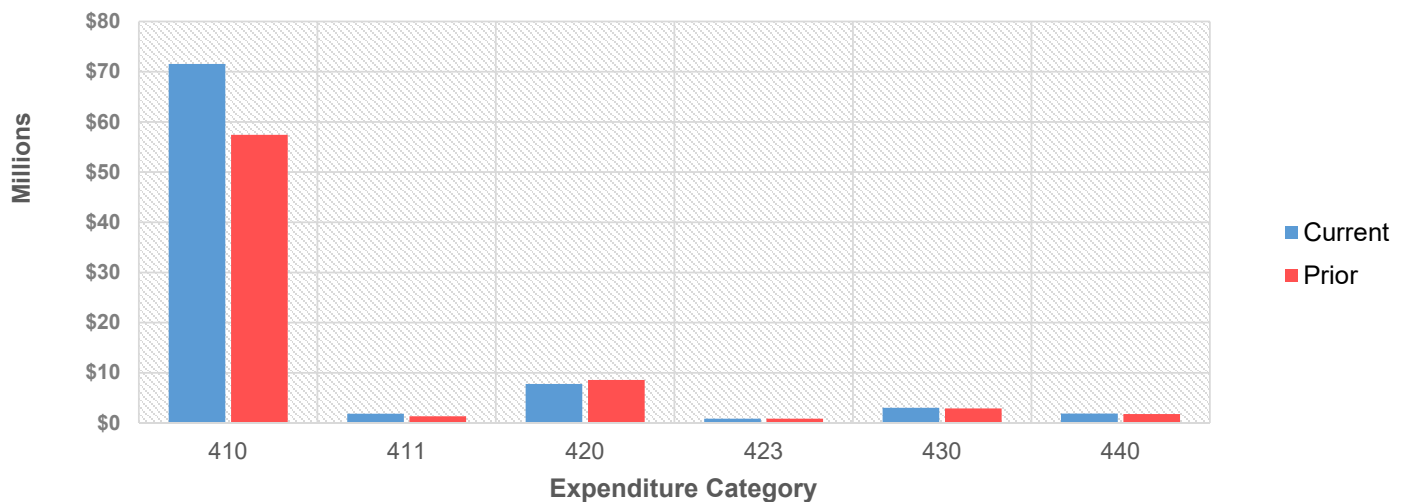
83.29% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	71,529,814	78.91%	57,399,334	63.94%	14.97%	14,130,480
411 Natural Gas	1,825,668	86.39%	1,307,444	67.67%	18.72%	518,224
420 Water & Sewer	7,762,438	34.64%	8,570,544	48.26%	-13.62%	(808,106)
423 Stormwater	841,752	31.44%	832,435	42.52%	-11.08%	9,317
430 Sanitation	2,993,526	69.82%	2,866,681	72.63%	-2.81%	126,845
440 Golf Course	1,866,346	77.15%	1,764,583	78.87%	-1.72%	101,763
Total Expenditures	\$86,819,544	69.70%	\$72,741,020	61.85%	7.85%	\$14,078,523

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and 7.85% ahead of expenditures at the same point in the prior year.

410 The increase in Electric Fund expenditures is primarily due to the rising cost of purchased power.

411 Increased natural gas customer consumption and the rising cost of natural gas combined account for the increase in expenditures over the prior year.

420 The decrease in Water & Sewer expenditures from the prior year is largely due to savings in debt service costs now that the City is debt free.



SUMMARY BUDGET REPORT

July 31, 2022

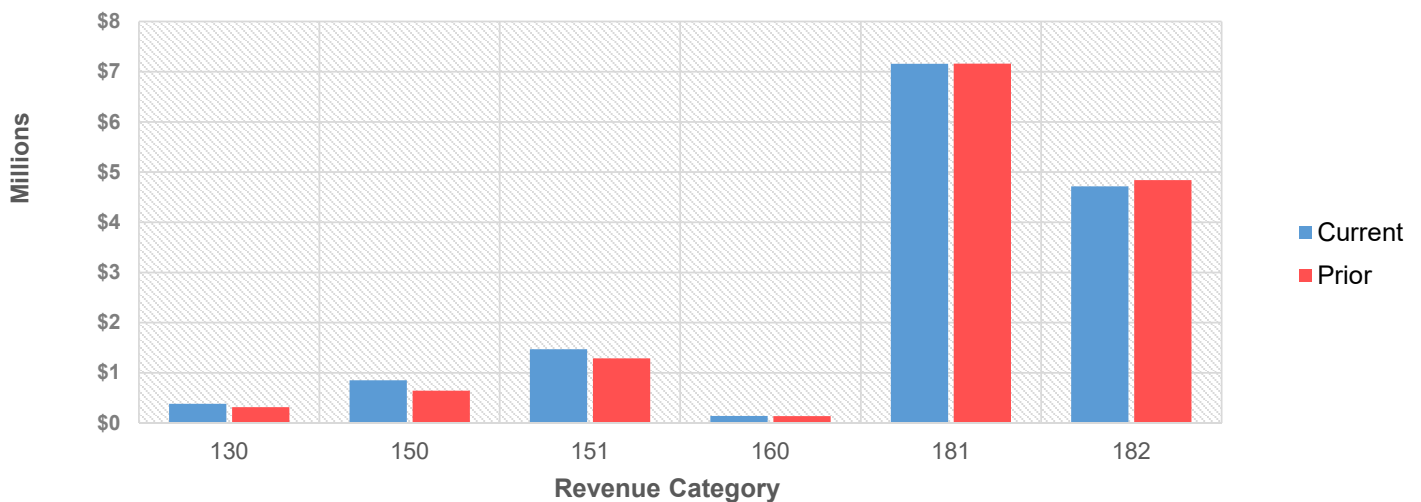
83.29% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	381,827	101.77%	311,854	76.62%	25.16%	69,973
150 Local Option Gas Tax	848,092	106.60%	640,715	78.50%	28.10%	207,377
151 Infrastructure Surtax	1,469,311	100.44%	1,285,042	93.09%	7.35%	184,269
160 Community Dev Blk Grant	137,083	96.54%	133,629	94.11%	2.43%	3,453
181 Downtown Increment Fund	7,156,866	93.55%	7,158,930	98.39%	-4.84%	(2,065)
182 Southend Increment Fund	4,715,444	175.08%	4,838,828	185.34%	-10.25%	(123,384)
Total Revenues	\$14,708,623	112.11%	\$14,368,999	113.74%	-1.63%	\$339,624

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are 1.63% lower than the prior year actuals on a percent of budget basis.

130 Convention Development revenues reflect receipts through April 2022.

160 Community Development Block Grant revenues are received on a reimbursement basis.

181/ 182 The annual tax increment distribution for both the Downtown and Southend districts were received in December. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

July 31, 2022

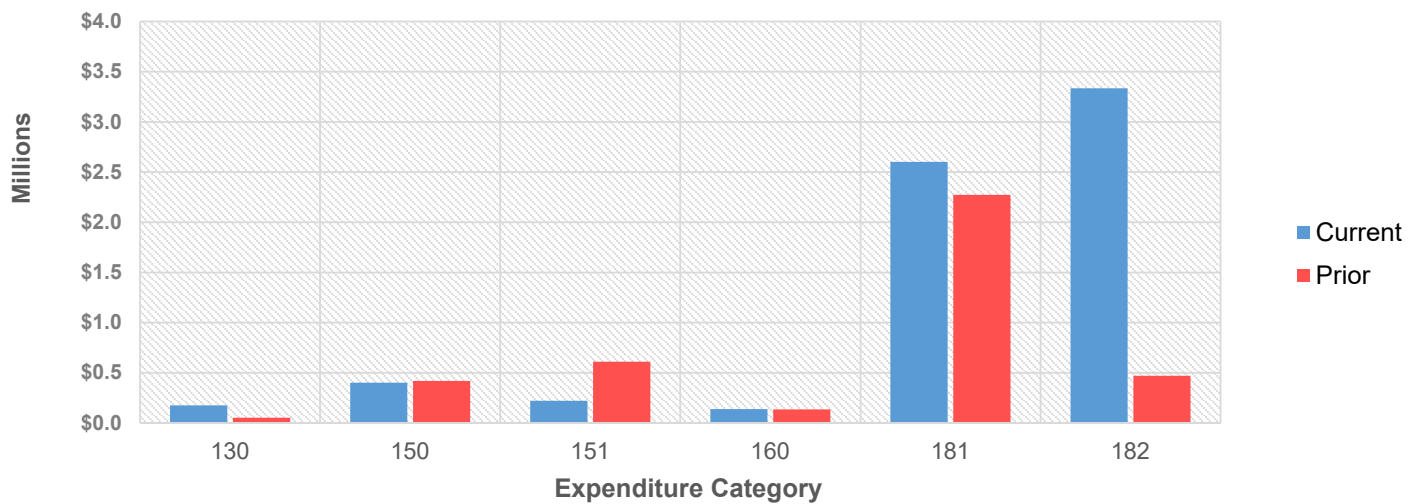
83.29% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	173,595	30.26%	52,075	26.50%	3.76%	121,520
150 Local Option Gas Tax	400,710	49.99%	417,722	52.65%	-2.65%	(17,012)
151 Infrastructure Surtax	219,753	16.17%	609,701	38.38%	-22.21%	(389,948)
160 Community Dev Blk Grant	137,083	96.54%	133,629	94.11%	2.43%	3,453
181 Downtown Increment Fund	2,600,874	26.22%	2,272,099	54.90%	-28.67%	328,776
182 Southend Increment Fund	3,335,218	29.06%	468,608	13.64%	15.42%	2,866,610
Total Expenditures	\$6,867,233	28.29%	\$3,953,834	38.41%	-10.12%	\$2,913,399

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and 10.12% lower than the prior year on a percent of budget basis.

130 The increase in Convention Development Fund is due to expenditures on the urban trails master plan.

151 The decrease in Infrastructure Surtax Fund expenditures is attributable to roadway milling, paving, and overlay projects undertaken in the prior year.

160 Community Development Block Grant Fund expenditures will be reimbursed by grant funding.

181/182 The increase in both the Downtown and Southend Increment Funds is due to the timing of capital improvement projects.



SUMMARY BUDGET REPORT

July 31, 2022

83.29% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	24,935,609	20,768,288	22,452,020	1,683,732
130 Convention Development Tax	375,179	312,478	381,827	69,350
150 Local Option Gas Tax	795,610	662,645	848,092	185,447
151 Infrastructure Surtax	1,462,833	1,218,360	1,469,311	250,952
160 Community Dev. Blk. Grant	142,000	118,268	137,083	18,814
181 Downtown Increment Fund	7,650,521	6,371,941	7,156,866	784,925
182 Southend Increment Fund	2,693,245	2,243,141	4,715,444	2,472,303
410 Electric Utility	83,159,691	69,261,770	63,815,134	(5,446,636)
411 Natural Gas Utility	2,007,643	1,672,119	1,825,123	153,004
420 Water & Sewer Utility	15,118,502	12,591,848	13,283,842	691,993
423 Storm Water Management	1,453,336	1,210,450	1,080,272	(130,177)
430 Sanitation Fund	3,529,867	2,939,944	3,062,287	122,343
440 Golf Course Fund	2,273,503	1,893,548	2,902,763	1,009,216
460 Leased Facilities Fund	762,177	634,799	611,342	(23,457)
500 Internal Service Funds	13,622,837	11,346,144	10,861,727	(484,417)
Total Revenues	\$159,982,553	\$133,245,743	\$134,603,133	\$1,357,391

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	26,150,348	21,780,016	20,278,004	1,502,012
130 Convention Development Tax	573,719	477,837	173,595	304,242
150 Local Option Gas Tax	801,509	667,558	400,710	266,848
151 Infrastructure Surtax	1,359,106	1,131,968	219,753	912,215
160 Community Dev. Blk. Grant	142,000	118,268	137,083	(18,814)
181 Downtown Increment Fund	9,918,253	8,260,682	2,600,874	5,659,807
182 Southend Increment Fund	11,477,222	9,559,111	3,335,218	6,223,893
410 Electric Utility	90,651,229	75,501,297	71,529,814	3,971,483
411 Natural Gas Utility	2,113,227	1,760,057	1,825,668	(65,611)
420 Water & Sewer Utility	22,409,864	18,664,654	7,762,438	10,902,216
423 Storm Water Management	2,677,429	2,229,969	841,752	1,388,217
430 Sanitation Fund	4,287,562	3,571,011	2,993,526	577,485
440 Golf Course Fund	2,419,201	2,014,896	1,866,346	148,551
460 Leased Facilities Fund	871,513	725,863	524,895	200,968
500 Internal Service Funds	13,680,799	11,394,419	10,398,639	995,780
Total Expenditures	\$189,532,980	\$157,857,605	\$124,888,314	\$32,969,291

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	2,174,016	3,185,744
130 Convention Development Tax	208,233	373,592
150 Local Option Gas Tax	447,382	452,295
151 Infrastructure Surtax	1,249,558	1,163,166
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	4,555,991	6,444,732
182 Southend Increment Fund	1,380,226	8,696,196
410 Electric Utility	(7,714,680)	(1,475,153)
411 Natural Gas Utility	(545)	87,394
420 Water & Sewer Utility	5,521,403	11,594,209
423 Storm Water Management	238,520	1,258,039
430 Sanitation Fund	68,761	699,827
440 Golf Course Fund	1,036,418	1,157,766
460 Leased Facilities Fund	86,447	177,510
500 Internal Service Funds	463,088	511,363
Total	\$9,714,819	\$34,326,681



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

July 31, 2022

Type of Investment	10/1/2021 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	7/31/2022 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	44,639,915	583,719	(69,715)	(2,187,747)	(84,866)	(1,758,608)	0	42,881,306	-0.75%
Galliard Capital Management	42,652,431	519,907	(630,325)	(1,182,947)	(68,532)	(1,361,897)	5,000,000	46,290,534	-0.62%
Garcia Hamilton & Associates	42,538,492	360,820	(220,995)	(88,482)	(85,317)	(33,973)	5,000,000	47,504,519	-0.02%
State Pooled Investment Fund	22,151,012	138,034	-	-	-	138,034	10,000,000	32,289,046	0.07%
Florida Trust	19,091,550	109,030	-	-	-	109,030	10,000,000	29,200,579	0.06%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,681,578	(120,251)	-	-	-	(120,251)	-	12,561,326	-0.05%
Operating Cash: Bank of America	33,974,437	53,993	-	-	(141,453)	(87,459)	(19,110,913)	14,776,064	-0.02%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	217,736,139	1,645,251	(921,035)	(3,459,176)	(380,166)	(3,115,126)	10,889,087	225,510,099	-1.40%
Pension: Salem Mutual Fund	66,984,250	2,617,949	821,981	(7,028,496)	-	(3,588,566)	(1,500,000)	61,895,684	-3.09%
Pension: Sawgrass Asset Mgt	27,641,190	406,442	(834,012)	(1,541,744)	(86,953)	(2,056,268)	0	25,584,922	-1.75%
Pension: Wells Capital	18,231,624	44,450	(228,830)	(3,815,850)	(81,644)	(4,081,874)	-	14,149,750	-2.92%
Pension: JPMCB - Strategic Property Fund	5,782,110	-	-	1,141,990	-	1,141,990	-	6,924,099	1.26%
TOTAL PENSION INVESTMENTS	118,639,174	3,068,841	(240,861)	(11,244,100)	(168,597)	(8,584,718)	(1,500,000)	108,554,456	-7.28%
TOTAL CASH AND INVESTMENTS	\$336,375,312	\$4,714,092	(\$1,161,896)	(\$14,703,276)	(\$548,764)	(\$11,699,844)	\$9,389,087	\$334,064,555	



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Luis Flores, Property and Procurement Officer through Ashlie Gossett, Chief Financial Officer
DATE:	07/11/2022
SUBJECT:	Modernization and Upgrade of Two Elevators by Thyssen Krupp Elevator Corporation

BACKGROUND

The State of Florida adopted safety code ASME A17.3-2015 in 2021 with a three-year adoption window requiring a door-lock monitoring system which keeps the elevator locked in place until the doors are completely closed. By the start of 2024, all elevators without door lock monitoring will be non-compliant. Recent annual inspections at O&M (Built 1995) and City Hall (Built 1998) revealed that the two City elevators do not conform with new code. The majority of the operating equipment reviewed is obsolete and cannot be purchased if a repair is needed. Many of the new microprocessor-based controllers built after 2000 have door-fault monitoring capability; regrettably, ours do not. New equipment technology for replacement items and communication differences between components makes it impossible to replace one part without upgrading others.

Considering the age of the equipment, code compliance requirements and compatibility issues, we recommend a full modernization and interior finish upgrades of the two City elevators. The full modernization mainly consists of upgrading the controller, door operators, door detector, power unit, and fixtures. The interior finish upgrades will replace the existing wall panels and lighting in the two elevator cabs.

The pricing of \$198,474 to modernize and upgrade the elevators at City Hall and O&M includes pricing for controller, jack, hoistway, pit, car, door equipment and cab interior updates. The direct purchase for the Protection of Vertical Transportation Equipment is established in the Thyssen Krupp Elevator Corporation (TKE) contract with Sourcewell, which is competitively bid. In addition to the TKE scope of work, fire and electrical upgrades in conjunction with the modernization effort is needed to be fully compliant.

As part of the upgrades we also want to add both locations to the Sourcewell service agreement with TKE for sole source repairs of the newly installed equipment.

FINANCIAL IMPACT

The project costs are as follows:

Elevator Modernization	\$154,990
Cab Upgrades (\$21,742 each)	\$43,484



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Work by others (20% allowance - electric and fire alarm)	\$39,695
Sub-Total	\$238,169
10% Contingency	\$23,817
Total Cost	\$261,986

Funding will be provided by General Fund Reserves via transfer to the General Capital Projects Fund, Building Reserve capital expenditure account. The budget will be adjusted at year end.

REQUESTED ACTION

Approve/Disapprove modernization and upgrade of two elevators by Thyssen Krupp Elevator Corporation utilizing Sourcewell contract #47QSWA20D002A for an amount not to exceed \$261,986

ATTACHMENTS

1. TKE Elevator Proposal

Modernization Proposal



July 15th, 2022

Purchaser: City of Jacksonville Beach
Address: 1460A Shetter Avenue
Jacksonville Beach, Florida 32250

Location: City of Jacksonville Beach
Address: City Hall and O&M



TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$112,981.57** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next forty-five (45) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply change issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2022.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Summer Sarmiento
Account Manager
summer.sarmiento@tkelevator.com
+1 904 6299368

Modernization Proposal



SCOPE OF WORK

Grouping Name: City Hall - 1

Equipment Type: Hydraulic

Speed: 95 fpm

2 Stops (2 Front /0 Rear)

Capacity: 2500 lbs.

Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
City Hall	Elevator 1	EH6446	US209730	53352

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
 - Door Lock Monitoring
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Solid State Starters (6 or 12 leads) 460 / 575 VAC

Jack

- Pipe Stands
- Packing

Car

- 21" Toe guard
- Guide shoe mounting plates (set of 4 - only with shoe purchase from TKE)
- Omega Guide Shoes (Dover/TKE rails only)
- Car Top Railing
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- New Tape with Mounting hardware, Selector and magnets (terminal limits included)

Modernization Proposal



- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room

Pit – To remain as is

Cab – New cab option listed below as Alternate

Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- Front Door Operator (SSSS) Additional Lead Time
- Micro Light (Front)
- Car Hanger
- Car Rollers

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/TKE Cabs)
- Reuse Back Box
- Debranded Car Station (No Logo)
- Vandal Resistant Floor Buttons
- Standard Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Hoistway Access Switch (in Hall Station)
- Fire Service Phase I Key Switch

Modernization Proposal



- Fire Service Phase I Engraved Instructions
- Terminal Hall Stations (Flush Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - (#4 S/S (441))
- 2009 & 2010 Elevator Communications Failure add
- Terminal Hall Stations (Flush Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - (#4 S/S (441))

Grouping Name: O and M - 1

Equipment Type: Hydraulic
2 Stops (2 Front /0 Rear)

Speed: 125 fpm
Capacity: 3000 lbs.

Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
O&M	Lobby	452471		49564

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
 - Door Lock Monitoring
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Solid State Starters (6 or 12 leads) 230 VAC

Jack

- Pipe Stands
- Packing

Car

- 21" Toe guard
- Guide shoe mounting plates (set of 4 - only with shoe purchase from TKE)
- Slide Guides for 8 - 15 lb rails (set of 4)
- Car Top Railing
- Fan: Two Speed
- Car Top Exit Switch

Modernization Proposal



- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- New Tape with Mounting hardware, Selector and magnets (terminal limits included)
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Code: Pit Ladder 12" Wide

Cab – New cab option listed below as Alternate

Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- Micro Light (Front)
- Front Car Door and Hatch Side Restrictors (vaness) complete kit (Front)

Car Fixtures

- Main Car Station Includes Options Below
 - Applied Panel
- Debranded Car Station (No Logo)
- Vandal Resistant Floor Buttons
- Standard Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- Car Riding Lantern (Standard) #4 S/S (441)

Modernization Proposal



Hall Fixtures

- Hoistway Access Switch (in Hall Station)
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Horizontal Fusion Hall Position Indicator (2" Digital) #4 S/S (304)
- Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LED's #4 S/S (304)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))

Value Engineering Opportunities & Alternates

(Initial next to the option below to indicate acceptance)

<i>\\initial1\\</i>	Recommended: New Submersible Power Unit:	\$21,004 per elevator
_____	Power units provide energy to elevators. They also enable smooth stops and starts as well as precise leveling. Replacing older hydraulic elevators with a new power unit will improve your elevator's ride quality and operation.	
<i>\\initial1\\</i>	Cab Interiors and LED Ceiling:	\$21,742 per elevator
_____	REMOVE Existing wall panels and prepare to install new interior wall panels WALLS: Seven (7) new veneer panels. (Panel configuration to be 2 panels on each side wall and 3 panels on the rear wall) CEILING: New Lift & Lock stainless steel pan ceiling with 6 LED downlight system. HANDRAIL: New stainless-steel handrail with return ends for rear wall.	

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Modernization Proposal



Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	10-12 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks for OTIS 1-2 Weeks for DOVER

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Modernization Proposal



Proposal price:		\$112,981.57
Initial progress payment:	(50%)	\$56,490.79
Material furnished:	(25%)	\$28,245.39
Total of remaining progress payments:	(25%)	\$28,245.39

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects.

TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain

Modernization Proposal



machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.

- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

Modernization Proposal



C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. Working Hours: All work specified herein, including testing, painting, as well as inspections, will be performed from 7:00 AM to 3:30 PM, except scheduled union holidays ("regular working hours of regular working days") – Monday through Thursday. If, after the execution of the project agreement, overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of the project.
- b. Parking: Purchaser shall provide a minimum of two (2) parking spaces capable of accommodating standard work trucks at no cost to TK Elevator
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

Modernization Proposal



- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

Modernization Proposal



8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser’s premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser’s premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply

Modernization Proposal



chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use,

Modernization Proposal



misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

10. Project Clarifications

a. For elevator modernization projects, each elevator cab will be weighed prior to the start of the modernization process of each individual unit. If the existing cabs are over 5% of the allowable weight and contracted capacity as noted on the original crosshead data tag and/or the elevators are out of balance, any additional scope of work to make code compliant will be determined on an elevator by elevator case basis and a change order for this work will be proposed accordingly. In addition, TK Elevator will not be responsible for any building structural items due to elevator exceeding the 5% allowable weight nor the under-sizing of the equipment proposed using the crosshead data tag information. Should additional or higher-rated equipment be required due to a discrepancy in the actual vs. car top crosshead data tag, additional cost may apply and will be provided via change order.

b. The existing counterweights are assumed to be properly weighted for current elevator conditions. Any additional work required to properly balance the elevator will be provided via change order if required and not clarified otherwise.

c. Software provisions only are being provided for Emergency Power and the Regen function of the controller will not be bypassed. Any modification to this device, function, etc. shall be performed addressed through the Change Order process.

Modernization Proposal



d. Logistical Plan: TK Elevator shall deliver materials via our shop truck. Any required deviation from the stated logistical plan will be submitted as a change order to the project agreement.

Acceptance
Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Twelve Thousand Nine Hundred Eighty One Dollars and Fifty Seven Cents (\$112,981.57) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

TK Elevator Corporation Management Approval	
(City of Jacksonville Beach): Sourcewell #43873	
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
	Brittani Lassiter
(Print or Type Name)	Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)



SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Please Remit To: TK Elevator
PO Box 3796
Carol Stream, IL 60132-3796

Attn:

Date	Terms	Reference ID	Customer Reference # / PO
July 15th, 2022	Immediate	ACIA-1Z7F8NM	
Total Contract Price:			\$112,981.57
Initial progress payment:			(50%) \$56,490.79

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 904 6299368. To make a payment by phone, please call 678-424-3417 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Remit To:
Location Name:	TK Elevator
Customer Number:	PO Box 3796
Quote Number:	Carol Stream, IL 60132-3796
2022-2-1287676	
Reference ID:	ACIA-1Z7F8NM
Remittance Amount:	\$56,490.79



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	08/03/2022
SUBJECT:	Audit Agreement with The SpyGlass Group

BACKGROUND

In FY2021, the City spent \$657,300 for telecommunication services. Internal reviews of phone and data lines are periodically conducted to identify obsolete or unnecessary services, but staff lacks the expertise and time required for a full telecommunications audit. The SpyGlass Group, a telecommunications auditing firm, was engaged to analyze the City's primary service accounts for opportunities to eliminate services or reduce costs. The vendor identified a total of 5 obsolete AT&T data lines for elimination which will produce a combined monthly savings of \$9,968.51.

Because the proper procurement process was not followed, the City Council is being asked to retroactively approve the Audit Agreement and to approve a one-time payment of \$119,622.12 to the vendor, which represents 12 times the monthly service elimination savings as set forth in Paragraph 2 of the Audit Agreement.

FINANCIAL IMPACT

Funding for the one-time payment of \$119,622.12 will be provided by the General Fund unanticipated account (001-00-0000-519-49-549000). While this is a significant upfront cost, the City will realize the same amount in annual savings going forward.

REQUESTED ACTION

Approve/Disapprove an Audit Agreement with The SpyGlass Group, retroactively, and authorize a one-time payment of \$119,622.12

ATTACHMENTS

1. SpyGlass Snapshot Audit Agreement
2. SpyGlass Invoice 22987 and Detail

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Jacksonville Beach** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Florida, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

City of Jacksonville Beach

Signature: _____

Kent Haines
F4BA6D6AF694A7...

Print Name: _____

4/1/2022

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

DocuSigned by:

Edward M. DeAngelo
07B32E2968A04E2...

Print Name: Edward M. DeAngelo

Date: 4/5/2022



The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450
www.spyglass.net

Invoice

Date	Invoice #
6/07/2022	22987

Remit To:

The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450

Email: AR@spyglass.net

Bill To:

City of Jacksonville Beach, FL
Kent Haines
11 North Third Street
Jacksonville Beach, FL 32250

Terms	Rep	IPM
Net 10	ZF	Danny
Qty	Rate	Amount
12	9,968.51	119,622.12
Total \$119,622.12		

Alternate payment methods accepted: EFT/ACH/Direct Deposit, Visa, MasterCard, American Express and Discover (no fee)

For W9, payment questions or alternate forms of payment contact Accounts Receivable:
Phone: 440-348-9350 Press 2 OR Email: AR@spyglass.net



City of Jacksonville Beach

7-Jun-22

Voice/Data Services - Forward Looking						
Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee	
AT&T 904 M37 4503 857						
Analog Circuits	31.PLNC.25374..SB	DY2JV3C3	5/26/22	\$4,832.00	\$	57,984.00
Analog Circuits	30.BAPC.500139..SB	DYD6BJB6	5/26/22	\$4,832.00	\$	57,984.00
Analog Circuits	31.CSNA.524..SB	DY9GXW15	6/6/22	\$100.36	\$	1,204.32
ISDN BRI	30.IBSD.501850..SB	DY888CN1	6/7/22	\$103.79	\$	1,245.48
Analog Circuits	31.CSNA.525..SB	To be removed	7/8/22	\$100.36	\$	1,204.32
Total Voice/Data Forward-Looking:				\$9,968.51	\$	119,622.12
				Invoice Total: \$ 119,622.12		



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Duston Scott, Benefits Administrator
DATE:	07/14/2022
SUBJECT:	RFP Number 06-2122 Pension Administration Software

BACKGROUND

Two of the primary functions of the City's Pension Administration are employee benefit projections and accumulated contribution calculation. Employee benefits projections give employees an estimate of what to expect in various scenarios. Accumulated contributions calculation is the amount of money the employee has contributed to the pension in their career with interest, in accordance with City Ordinance.

The City's current software for pension benefit projections is a standalone custom software provided by the City of Jacksonville Beach Pension Plans' actuaries over 20 years ago and is no longer supported. This software is capable of benefit projection, but only accessible by the Pension Plan Administrator.

Accumulated contribution calculation is performed by the City's current enterprise software, Central Square, via a custom modification implemented over 25 years ago. The Munis ERP system that the City is moving to, specifically the Human Capital Management implementation beginning January 2023, does not support accumulated contribution calculation. Tyler Technologies is unable to modify their Munis software to allow for the calculation of accumulated contributions. As recommended by the City's consultant Gartner, the City should find a third party solution for the calculation of accumulated contributions.

RFP 06-2122 is for Pension Administration software that will be capable of both benefit projections and accumulated contribution calculation.

On May 18, 2022, the City requested proposals from qualified vendors to provide the City with an efficient and robust pension administration solution. Proposals were received from the following three firms:

- Buck Global, LLC
- Gabriel, Roeder, Smith & Co.
- Milliman

An evaluation committee consisting of the HR Director, the Payroll/Benefits Administrator, and the Accounting Supervisor reviewed the proposals independently, based on the following five requirements:

- Services provided by software, both required and not required by RFP.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

- Levels of data security provided by the software.
- Design and functionality of both the employee facing interface and the Administrator facing interface.
- Experience including total years in business and experience with similar projects involving municipalities.
- Cost for services provided.

The following is a summary of the rankings by the committee:

Gabriel, Roeder, Smith & Co.	1
Buck Global, LLC	2
Milliman	3

Gabriel, Roeder, Smith & Co. received the highest ranking by the committee.

Gabriel, Roeder, Smith & Co. has over 40 years of experience with plan administration systems and will be utilizing software known as PensionSoft. PensionSoft is a 20-year-old company whose sole focus is on designing and delivering software products for defined benefit pension plan administration.

To review RFP 06-2122 in its entirety, click [here](#).

FINANCIAL IMPACT

Implementation funding of \$24,000 will be provided by the General Capital Projects fund. Reserve for ERP and the budget in account 315-00-0000-519-63-563000 will be adjusted at yearend. The first year's maintenance fee of \$15,000 will be paid from the Leased Property & Technology fund and will be included in future budgets.

REQUESTED ACTION

Award/Reject RFP Number 06-2122 for Pension Administration Software to Gabriel, Roeder, Smith & Co. and authorize the Mayor and City Manager to execute the final contract

ATTACHMENTS

1. RFP 06-2122 Intent to Award Notification
2. RFP 06-2122 Gabriel, Roeder, Smith & Company Proposal

City of
Jacksonville Beach
Property and
Procurement Division
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6229
Email: purchasing@jaxbchfl.net
www.jacksonvillebeach.org

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO SUBMIT RFP FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: July 11, 2022
From: Luis F. Flores, Property and Procurement Officer
RE: **RFP No. 06-2122**

Recommendation will be presented to the City Manager for:

RFP Number: 06-2122
Title: Pension Software

Award to: **Gabriel, Roeder, Smith & Co.**

Attached is the Selection Committee Collective Summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award By City Council from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250



Criteria 1 -Services Provided (20 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Buck Global LLC	20	20	20	20
Gabriel, Roeder, Smith & Co.	20	20	20	20
Milliman	20	20	18	19.33333333

Criteria 2 - Data Security (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Buck Global LLC	20	20	20	20
Gabriel, Roeder, Smith & Co.	20	20	20	20
Milliman	20	20	20	20

Criteria - 3 User Interface (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Buck Global LLC	15	20	20	18.33333333
Gabriel, Roeder, Smith & Co.	18	18	18	18
Milliman	17	18	20	18.33333333

Criteria - 4 Experience (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Buck Global LLC	15	20	20	18.33333333
Gabriel, Roeder, Smith & Co.	20	20	20	20
Milliman	15	20	20	18.33333333

Criteria - 5 Cost (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Buck Global LLC	15	15	17	15.66666667
Gabriel, Roeder, Smith & Co.	20	20	19	19.66666667
Milliman	10	10	15	11.66666667

VENDOR	SCORE	Rank
Buck Global LLC	92.3333333	2
Gabriel, Roeder, Smith & Co.	97.6666667	1
Milliman	87.6666667	3

City of Jacksonville Beach



Proposal for Pension Software – RFP #06-2122

Due: June 15, 2022, prior to 2:00 P.M.

Submitted by: Gabriel, Roeder, Smith & Company

Brad L. Armstrong, ASA, EA, FCA, MAAA
One Towne Square, Suite 800
Southfield, Michigan 48076

www.grsconsulting.com

Phone: (248) 226-7513 (Direct Dial)

Email: brad.armstrong@grsconsulting.com

Valmiki N. Ramsewak, FSA, EA, FCA, MAAA
1 East Broward Blvd., Suite 505
Ft. Lauderdale, Florida 33301

Phone: (954) 527-1616

Email: valmiki.ramsewak@grsconsulting.com



Table of Contents

Section		Page
	Letter of Transmittal	-
A	Submittal Requirements	
	Services Provided	1
	Data Security	3
	User Interface	4
	Experience	6
	Cost Proposal	8
B	References	1
C	Required Forms	1
Appendices		
A	GRS' Team Resumes	
B	GRS' Certificate of Liability Insurance	





June 13, 2022

City of Jacksonville Beach
Property and Procurement Division
1460A Shetter Ave.
Jacksonville Beach, FL 32250

Attention: Luis F. Flores, CFM, LEED AP BD+C

Dear Mr. Flores:

Gabriel, Roeder, Smith & Company (GRS) is very pleased to have this opportunity to bid on providing Pension Administration Software Services for the City of Jacksonville.

Given the increasingly frequency of changes in computer technology, the former practice of setting up administration systems on user sites is less viable. A pension administration system is something that requires ongoing attention from both the software side and the back-office provider in order to run smoothly on a continuous basis. This is the reason GRS has changed its approach to pension administration systems. We do not set up a system on the user's site and expect it to run itself. We combine a thorough initial set up, including fully testing the employee self-service features, with ongoing system upgrades behind the scenes, and back office supervision of the system to provide a **seamless and fully supportive administration system** for the users.

GRS and PensionSoft would combine forces to set up your system. The software and your member data would **reside on GRS servers**. This approach has a lot of advantages for you, including (i) your access to the system will be web based, so you will not have to worry about compatibility between your administrative system and any system upgrades you may make to your own system, (ii) the underlying software platform is upgraded regularly behind the scenes, (iii) your member data will be housed on the secure GRS system, which undergoes an annual SOC 2 review, (iv) plan changes or new report requests will be handled seamlessly at our end, and (v) if at some point you want GRS to take on additional plan administration duties, that can be done easily.

GRS has the experience, technology, and security to improve the administration of your system. GRS has over 40 years of **experience** with plan administration systems. We know how to set them up and what is expected of such a system. Our first administration client came to us in 1979 and asked if we could provide third-party administration services. The plan covered the Archdiocese of Miami and the Diocese of St. Petersburg, with hundreds of churches and schools, and thousands of participants. We set up a complete administration system and are still providing actuarial and administrative services to this group (now in two separate plans) plus several other plans. We currently serve church, government, and hospital retirement system clients in different capacities ranging from online benefit estimators to full plan administration.

More recently, we have started licensing PensionSoft **technology** to set up administration systems, which is meeting our clients' needs in a more timely manner and at a fraction of the cost. It also provides more flexibility for plan sponsor needs, and more "bells and whistles" for members. In order to best meet the needs of the City of Jacksonville Beach, we propose using PensionSoft technology. PensionSoft has been in business for 20 years. Its software is currently used by actuarial firms and plan sponsors to administer over 800 pension plans, about 40% of which are government and public sector plans. Over 250 of the plan sponsors provide web access to members in the manner outlined in your RFP.

GRS would serve as the Host for the system, providing **security** for your system. Each year, GRS receives a SOC 2 Type II Report on the "Suitability of the Design and Operating Effectiveness of Controls Relevant to Security, Availability, and Confidentiality". GRS information security policies and procedures, which are reviewed annually by independent auditors, are structured around the following controls: Assets and Data, Access Controls, Change Management, Configuration Standards, Monitoring, HIPAA, Risk Assessment, Vendor Management, Disaster & Incident Response and Training.

GRS has provided actuarial services for the City since 1950, which equips us with a thorough knowledge and understanding of the provisions covering your three groups: General Employees, Police Officers, and Firefighters. This depth of knowledge provides a distinct **competitive advantage** for both the City and GRS in developing the optimum Pension Administration System for the City and the plan members alike.

We would like to, again, thank you for the opportunity to describe our capabilities and we look forward to providing the City with a Pension Administration System that is uniquely tailored and completely responsive to your Retirement System and members.

Respectively Submitted,
Gabriel, Roeder, Smith & Company



Christine Scheer, Authorized Representative



Valmiki N. Ramsewak, FSA, EA, FCA, MAAA
Retirement Technology Consultant and Actuary



Brad L. Armstrong, ASA, EA, FCA, MAAA
Senior Consultant



SECTION A

SUBMITTAL REQUIREMENTS

Services Provided

- **Identify the services provided by software, both required and not required by RFP.**

This software can provide:

- Pension portal to provide plan members and administrative staff with online pension access;
- Benefit estimates and calculations created in seconds;
- Calculations can include projection assumptions and other account information for financial planning;
- The ability to store various types of data needed for pension benefit purposes;
- Updated status (Active, Retiree, Terminated Vested, or Terminated Non-Vested) in the plan after payroll updates or changes are made to a record;
- Ability to keep track of accounts, such as pre-tax and post-tax employee contributions with interest or service purchase contributions (including the maintenance of accumulated member contribution balances);
- Reflects service purchases only where needed (eligibility, vesting or benefit service);
- Election form generation fully populated with all retirement data and legal language at the push of a button;
- Employee benefit statements simultaneously generated for printing and stored as individual's pdfs for on-line viewing by plan participants;
- Valuation data collection for annual valuation data submission to your actuary in hours instead of days or weeks;
- Custom reports that provide the ability to quickly query the pension data can be part of the original set-up or added at any time in the future;
- Data exchanges with external line of business systems that are set up easily including payroll imports;
- Our unique document management feature allows the capture and storage of any document and links them to the individual employees record for easy, on-demand retrieval later;
- PensionSoft WorkTrack enables properly authorized employees to monitor the status of the retirement process for participants in real time; and
- Ability to manage and process retiree benefit payments.

- **Please submit a statement identifying how you plan to meet the stated proposal requirements or other evaluation factors as indicated in Section C and throughout the Request for Proposals or as may be deemed reasonable during the review process.**

SET UP

GRS will build the administration system to incorporate all of the plan provisions for the three Plans, including setting up a benefit calculator, and will set up the reports which will be available to be run by users of the system. GRS will then import the complete data files for the three groups. Following extensive testing, GRS will provide logon access to the City, followed by a soft rollout to select members chosen by the City, and then to all the members.

ONGOING

The City of Jacksonville Beach will securely transmit bi-weekly payroll information to GRS. This data will be run through built-in data validations prior to being imported in to the system to help ensure data accuracy. GRS will follow up with the City about any questionable data before loading it into the system.

The pension data will be stored on the GRS system, which goes through a SOC 2 Type II audit process annually.

Members will be able to run estimates at any time. They will also be able to submit actual retirement or employment termination applications through the system. The City/administrator will be able to review and approve the calculations and application paperwork online.

Census data for the annual actuarial valuation will be provided following the last payroll download of the year.

Routine or special reports will be able to be run at any time after the applicable data has been loaded.



Data Security

- **Identify the levels of data security provided by the software.**

All of the plan and census data will reside on GRS' servers that reside in a datacenter with 4-zone security access, N+1 cooling redundancy, N+1 UPS redundancy and 100% SLA on power, network and bandwidth. Furthermore, the datacenter is a PCI DSS compliant site and completes annual, independent audits for SOC 1 Type II, SOC 2 Type II, SOC 3, HIPAA, ISO 27001 and SSAE 18. Additionally, databases and systems are backed up at least daily.

Each year, GRS receives a SOC 2 Type II Report on the "Suitability of the Design and Operating Effectiveness of Controls Relevant to Security, Availability, and Confidentiality". GRS information security policies and procedures, which are reviewed annually by independent auditors, are structured around the following controls: Assets and Data, Access Controls, Change Management, Configuration Standards, Monitoring, HIPAA, Risk Assessment, Vendor Management, Disaster & Incident Response and Training.

All data is transmitted with 256-bit encryption between the servers and the portal, and to the users on the Pension portal. For a user to be able to login to the pension portal, an account for the Administrator would have to be set-up by GRS or, in the case of participants, registration codes would need to be generated for each participant for self-signup with other identifying information.

GRS requires that passwords are no shorter than 16 characters and two-factor authentication (via email, text message or an app like Google Authenticator) is enabled for all our clients and GRS employees. After a number of unsuccessful attempts, a user's account is locked.

User Interface

- **Identify the design and functionality of both the employee facing interface and the Administrator facing interface.**

Pension Administration System

The PensionSoft product is comprised of two primary components. PensionSoft uses a relational database to store all pension data and paperwork, and reconcile data for the actuarial valuation process. The core of the system is called DB Precision (DBP). DBP is a powerful, configurable and customizable pension administration and database management application that efficiently and accurately manages and tracks all data and documents pertaining to pension plan administration.

DB Precision provides users an intuitive user interface that is modeled after the Microsoft Office suite's ribbon interface. While not used by your employees or Administrator, it is beneficial to understand that DBP allows GRS employees to implement a new plan on the PensionSoft platform in a matter of weeks as there is virtually no programming involved. The ease of the use of the PensionSoft system through DBP will also allow GRS to update the system relatively quickly for any plan changes that the Plans may adopt in the future.

Participant and Administrator Internet Portal

The second major component of the PensionSoft suite is the Secure Internet Pension Portal. This user friendly, browser-based tool allows properly credentialed users to securely perform a variety of self-service functions via the Internet. While the same interface is provided for all users, participants only have access to their own data and records in the system, while the plan administrator can look up any participant. With this tool, plan participants and administrators can perform any of the following tasks once they have been granted the proper permissions; that is, some functionality can be enabled only for the administrator and not for participants:

- Produce instantaneous benefit estimates and final calculations (subject to review by your actuary);
- Generate election forms fully populated and ready for submission;
- Update personal information (name changes, marital status address changes, banking information, etc.);
- Store and retrieve documents in the fully integrated document management system;
- Download or view annual benefit statements;
- View benefit status and pension data; and
- View payment information, including IRS 1099-R reporting.

Customized Support and Review

PensionSoft's products have been fully tested and supported by professionals who understand the complexity of municipal pension plans.

GRS will oversee the implementation and review all coding and calculations to ensure they match all the relevant plan documents and existing administrative practices. This will reduce the time City staff is involved with the implementation and provide assurance of the highest level of quality control.

Experience

- **Total years in business and business experience.**

GRS has been providing services to pension and retiree health care plans for more than 80 years. We serve clients across the nation, covering nearly every state.

GRS has over 40 years of **experience** setting up and using plan administration systems. As developers and users, we know what is expected of such systems. At this time, we serve church, government, and hospital retirement system clients, in different capacities ranging from online benefit estimators to full plan administration.

More recently, we have started licensing PensionSoft **technology** to provide administration systems, which is meeting our clients' needs in a much more timely manner and at a fraction of the cost. It also provides more flexibility for plan sponsor needs, and more "bells and whistles" for members. In order to best meet the needs of the City, we propose using PensionSoft technology.

PensionSoft is a 20-year-old company whose sole focus is on designing and delivering software products for defined benefit pension plan administration. As noted earlier, PensionSoft software is currently used by numerous actuarial firms and plan sponsors to administer over 800 plans, about 40% of which are municipal, government, and public sector plans. Over 250 of these plan sponsors provide web access to participants in the manner outlined in this RFP.

Furthermore, PensionSoft has advised us that the employers for over half of the municipal, government, and public sector plans on the PensionSoft system use the Munis system and as such PensionSoft has substantial experience working with the data extracts from the Munis system.

GRS would implement the system, reviewing calculations to ensure they match all relevant plan documents and conform to existing administrative practices. PensionSoft's experienced implementation team would also be available to be involved in the initial set-up and configuration of the City's Pension Plans.

- **Experience with similar projects involving municipalities and/or other municipal agencies.**

GRS has successfully implemented PensionSoft systems for the Plantation General Employees Retirement System, the Plantation Police Officers Retirement System, the Coral Gables Retirement System covering all employee groups, the three separate Delray Beach Retirement Systems covering General Employees, Police Officers, and Firefighters, and the two separate Retirement Systems covering the Archdiocese of Indianapolis Lay Employees and Priests.



- **Present a concise outline of specific services your firm/team is qualified and prepared to provide.**

The following table summarizes our typical approach to setting up the Pension Administration Services.

We understand the City requires that the new system be online and running by December 31, 2022. GRS will aim for November 30, 2022 in order to run both systems in parallel and work out any issues that may arise. However, while GRS will do everything in its power to ensure this happens, we will also need timely responses from the City as any questions or issues specific to these plans arise and complete and correct data files for each of the three covered groups.

Activity		Weeks																Task Owner/Detail
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
1	Review existing data and plan																	GRS: GRS will review data and plan documents, import initial data, run validations, and then submit questions to the City.
2	Respond to questions																	City: City will answer all GRS questions.
3	Complete plan coding and benefit output																	GRS: GRS will finalize all plan coding, benefit output, and complete data import/review.
4	Review benefit output																	GRS: GRS will review all benefit output. GRS will work with the City to confirm they agree with the set-up.
5	Complete portal set-up																	GRS: GRS will complete the portal set-up and produce portal welcome letters for participants.
6	Review portal set-up																	City: City will review the portal and submit final recommended changes.
7	Complete initial training																	GRS/City: GRS will train the City's benefits staff on system utilization.



Cost Proposal

- **Provide a cost proposal as indicated on the Proposal Tender Form as outlined on page 29 of the Proposal Tender Forms Section. Pricing should be for the Pension Software.**

A. Implementation*

There will be a one-time implementation fee of \$24,000 which will cover:

- Coding all benefit provisions in the administration system;
- Setting up reports which can be run by the City based on the data in the system;
- Importing and loading participant data from a single source;
- Creation and set-up of administrative forms;
- Setting up transmission feeds for importing future participant payroll;
- Rolling out the administration system to the pension team; and
- Rolling out the administration system to participants.

This fee includes generating questions from the administration system about inconsistent participant or payroll data and any data preparation up to ten (10) hours for all three (3) plans combined. Should more than ten (10) hours be needed, additional fees based on our hourly rates below will be charged. The fee does not include importing individual documents into member accounts; however, we can work with the City to make this as efficient a process as possible. \$20,000 will be paid as billed during the implementation process. The final \$4,000 will be paid when the set-up is complete.

B. Ongoing

GRS shall perform the following ongoing services:

- a. Upload payroll and membership data from a single source biweekly;
- b. Run reports that require system calculations monthly for the City staff to access;
- c. Provide a secure platform to estimate defined benefit plan benefits for members, which shall be web based and available to the City staff and System members; and
- d. Ensure proper functionality of the system and continue ongoing hosting, maintenance, and support services after the system is fully implemented.

The fee for ensuring proper functionality of the system and continued ongoing hosting, maintenance, and support services after the set-up is complete, will be \$15,000 annually, paid in four quarterly installments upon presentation of an invoice at the beginning of each calendar quarter. The first payment will be prorated if it covers less than a full calendar quarter.



C. Other Services

Fees for any other services will be billed at \$295 per hour.

D. Annual COLA

COLA: In the 2nd year and every year thereafter the annual fees and rates shall increase by an amount equal to the increase in the CPI-U during the preceding year.

SECTION B

REFERENCES

References

- Submit the names of at least three (3) organizations that your firm provides a Pension Administration Solution, preferably in the state of Florida. Give a contact name with each reference.

Client Name:	Delray Beach
Contact:	Lisa Castronovo, Pension Administrator
Telephone No:	561-243-7289

Client Name:	Plantation General Employees
Contact:	Marcus Hurt, IT Systems Administrator
Telephone No:	954-414-8888

Client Name:	Coral Gables
Contact:	Michael Gold, Pension Board Chairman
Telephone No:	305-460-2716

Client Name:	Archdiocese of Indianapolis
Contact:	Andrea Wunnenberg, PHR, SHRM-CP Director, Human Resources
Telephone No:	317-236-1533

SECTION C

REQUIRED FORMS

- Form 1: Proposal Tender Form including Pricing
- Form 2: Award Notice Form
- Form 3: Required Disclosure Form
- Form 4: Drug-Free Workplace Compliance Form
- Form 5: Non-Collusion Affidavit
- Form 6: Non-Bankruptcy Affidavit
- W-9
- Addendum 1 and 2

FORM 1

PROPOSAL TENDER FORM (Page 1 of 3)

RFP NUMBER: 06-2122

RFP DATE: May 12, 2022

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: Gabriel, Roeder, Smith & Company

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's Fee Proposal.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the Proposal Tender Form must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **Pension Software** for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Tender Form** for the **Pension Software Cost** as follows:

Description		Price
Pension Software	Set-up	\$ 24,000
	Ongoing	\$ 15,000* per year

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 90 days after the opening of proposals.

* Subject to annual COLA adjustments beginning two years from when the initial set-up is complete.

FORM 1
PROPOSAL TENDER FORM (Page 2 of 3)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities, in whole or in part, in the proposals, and 2) to accept the proposal that in its judgment will best serve the interest of the CITY.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.

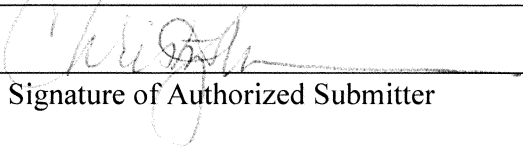
Addendum #: <u>1</u>	Dated: <u>5/24/2022</u>		Addendum #: <u> </u>	Dated: <u> </u>
Addendum #: <u>2</u>	Dated: <u>6/8/2022</u>		Addendum #: <u> </u>	Dated: <u> </u>

PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
☒	1	PROPOSAL TENDER FORM (completed Pages 29 thru 31)
☒	2	RFP AWARD NOTICE FORM – Mandatory Cover Sheet (completed Page 32)
☒	3	REQUIRED DISCLOSURE FORM (completed Page 33)
☒	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 34)
☒	5	NON-COLLUSION AFFIDAVIT (completed Page 35)
☒	6	NON-BANKRUPTCY AFFIDAVIT (completed page 36)
☒		SERVICES PROVIDED
☒		DATA SECURITY
☒		USER INTERFACE
☒		EXPERIENCE
☒		COST
☒		W-9 (Attach completed and signed form, which can be obtained from www.irs.gov)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the *Proposal Tender Form* and/or is required by the RFP and/or Addenda.

By: 
Signature of Authorized Submitter

Corporate Secretary

Title (typed or neatly printed)

FORM 1
PROPOSAL TENDER FORM (Page 3 of 3)

COMPANY NAME: Gabriel, Roeder, Smith & Company

ADDRESS: One Towne Square, Suite 800

CITY, STATE & ZIP CODE: Southfield, Michigan 48076

TELEPHONE NUMBER: 248.799.9000 ext. 1110

LICENSE NUMBER: P18229

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: Judith A. Kermans

SECRETARY: Christine Scheer

TREASURER: Judith A. Kermans

SEAL: (if Proposal is by a Corporation.)

FORM 2

RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: Gabriel, Roeder, Smith & Company
2. Address: One Towne Square, Suite 800
Southfield, Michigan 48076
3. City, State & Zip: _____
4. Attention: Brad Armstrong
5. Phone: 248.799.9000 ext. 1104 Fax: 248.799.9854
6. E-mail address: brad.armstrong@grsconsulting.com

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 06-2122** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.
Sincerely,

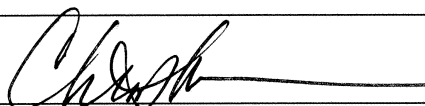
CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3

REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

None Known

Signed: 

Title: Corporate Secretary

Contractor: Gabriel, Roeder, Smith & Company

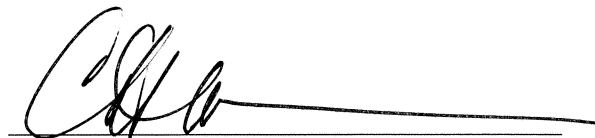
FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

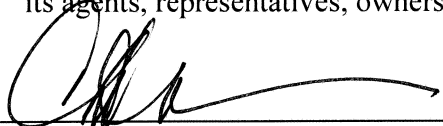
FORM 5

NON-COLLUSION AFFIDAVIT

Christine Scheer

, being first duly sworn deposes and says that:

1. She
He (it) is the Corporate Secretary Gabriel, Roeder, Smith & Company of the
respondent that has submitted the attached proposal;
2. She
He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent
circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees,
or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed,
directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal
in connection with the Contract for which the attached proposal has been submitted; or to refrain from
responding in connection with such Contract; or have in any manner, directly or indirectly, sought by
agreement or collusion or communication, or conference with any respondent firm, or person to fix the
price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost
elements of the proposal price or the proposal price of any other respondent, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or
any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of
its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: 

Sworn and subscribed to before me this 10 day of June, 20 22,
in the State of Michigan, County of Oakland (acting).

 Notary Public

My Commission Expires: 7/26/2023

FORM 6

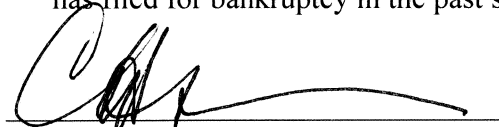
NON-BANKRUPTCY AFFIDAVIT

STATE OF Michigan)

COUNTY OF Oakland)

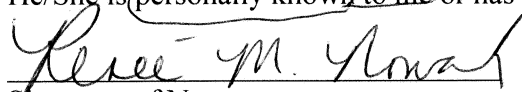
Christine Scheer is an officer and member of the firm of
Gabriel, Roeder, Smith & Company, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 06-2122**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.


Affiant Signature

Sworn to before me this 10 day of June, 2022 by Christine Scheer.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.


Signature of Notary

Renee Nowak
Notary's Printed Name

7/26/2023
Expiration of Notary's Commission

Affix Seal Here:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Gabriel Roeder Smith & Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

One Towne Square Suite 800

6 City, state, and ZIP code

Southfield, MI 48076

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

3 8 - 1 6 9 1 2 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Christy J. ...

Date ► 1/12/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ADDENDUM No. 1

RFP No.: 06-2122
Title: Pension Software

The purpose of Addendum No. 1 to RFP No. 06-2122 Pension Software is to answer the following questions:

Question 1:

Can companies from Outside USA can apply for this? (like from India or Canada)?

Answer 1:

Yes

Question 2:

Do we need to come Jacksonville Beach for meetings?

Answer 2:

No

Question 3:

Can we perform the tasks (related to the RFP) outside the USA? (like from India or Canada)?

Answer 3:

Yes

Question 4:

Can we submit the proposals via email?

Answer 4:

No, RFP responses will be received until 2:00 P.M., Wednesday, June 15, 2022 at the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250. Respondents are to submit one (1) original plus three (3) copies and one (1) USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected. It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other. Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name. It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

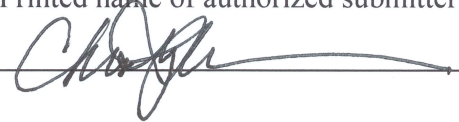
COMPANY NAME: Gabriel, Roeder, Smith & Company

ADDRESS: One Towne Square, Suite 800

CITY, STATE & ZIP: Southfield, Michigan 48076

SUBMITTED BY: Christine Scheer TITLE: Corporate Secretary

Printed name of authorized submitter

SIGNATURE: 

DATE: June 10, 2022

ADDENDUM No. 2

RFP No.: 06-2122
Title: Pension Software

The purpose of Addendum No. 2 to RFP No. 06-2122 Pension Software is to answer the following questions:

Question 1:

Is this RFP for the City's Police, Firefighters, and General (LIUNA) Employees' Pension Plans?

Answer 1:

Yes.

Question 2:

Would you please provide sample calculations?

Answer 2:

See attached.

Question 3:

Are there SPD's that describe the plan? If so, may we receive copies?

Answer 3:

Yes. See attached.

Question 4:

Provision 20 – PERFORMANCE AND PAYMENT BONDS has been **struck** in the RFP. Please confirm this is not required.

Answer 4:

Performance and Payment bonds are not required for this solicitation.

Question 5:

Who currently performs the pension administration?

Answer 5:

The City performs administration and will continue to perform administration. The primary purpose of the software purchase is to provide better service to City employees in a variety of ways.

Question 6:

Why has the City decided to issue this rfp at this time?

Answer 6:

In 2023 the City is moving to a new ERP system (Munis by Tyler Technologies). This new system does not have the capability of performing accumulated contributions calculations. The City has contemplated purchasing pension software for years, but the move to Munis is why we need a solution now.

Question 7:

Is the current provider allowed to bid?

Answer 7:

There is not a current provider at the scope of this RFP. We have software that exists, for the pension administrator's use, with the capability of benefit projections, as attached.

Question 8:

What does the City currently pay for its administration services?

Answer 8:

N/A

Question 9:

How much has the City budgeted, annually, for this pension administration solution service?

Answer 9:

The budget is dependent upon the final proposals and any options.

Question 10:

Would the City be agreeable to a reasonable limitation of liability in its contract with the selected Vendor?

Answer 10:

It "depends", on the extent of the limitation and how such is handled. The City will consider a limitation of liability request from the selected respondent.

Question 11:

Rather than send a usb, would the City accept an emailed, electronic copy to be sent in addition to the hard copies?

Answer 11:

No, Submit completed package one (1) original plus three (3) copies and one (1) USB

thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

Question 12:

Please provide the plan names and counts of the pension plans that would be installed on the pension software.

Answer 12:

General Employees' Retirement System (249 Active Participants), Police Officers' Retirement System (65 Active Participants), Firefighters' Retirement System (25 Active Participants)

Question 13:

The goal appears to be to have the project completed by December 31, 2022. Is there any flexibility with that date given that it would be difficult to go through the proposal process, contract process and full implementation process in 6 months?

Answer 13:

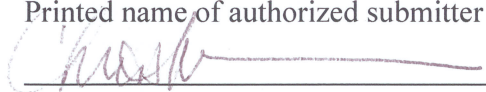
In 2023 the City is moving to a new ERP system(Munis by Tyler Technologies). This new system does not have the capability of performing accumulated contributions calculations. The City needs to have an alternative solution in place for accumulated contributions before making the move to Munis.

COMPANY NAME: Gabriel, Roeder, Smith & Company

ADDRESS: One Towne Square, Suite 800

CITY, STATE & ZIP: Southfield, Michigan 48076

SUBMITTED BY: Christine Scheer TITLE: Corporate Secretary
Printed name of authorized submitter

SIGNATURE: 

DATE: June 13, 2022

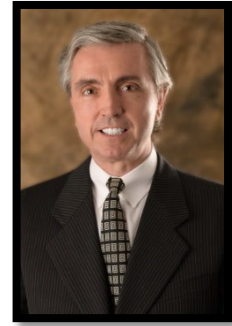
APPENDIX A

GRS' TEAM RESUMES

Brad L. Armstrong, ASA, EA, FCA, MAAA

Senior Consultant

brad.armstrong@grsconsulting.com



Expertise

Brad Armstrong is a Senior Consultant in GRS' Southfield, Michigan office. He has 30 years of actuarial and benefits consulting experience with the last 25 years being exclusively working with public employee benefit programs. Brad has experience with public pension plans of varying sizes and complexity, ranging from state systems to municipal and county clients. He has worked extensively with pension plans in Florida, Maryland, Michigan, and Missouri. He has also conducted actuarial audits for statewide plans in Iowa and Texas, county plans in California and managed special projects for public employee retirement systems in Arizona, Illinois, Kansas, Oklahoma, and Wisconsin.

In addition to regular valuations, Brad has broad proficiency with experience studies, GASB 67 and 68 compliance, plan design analyses, cash flow projections, risk analyses, and early retirement incentive studies. He also has experience providing retiree health valuations for both funding and reporting.

Professional Designations

- Associate, Society of Actuaries
- Enrolled Actuary, ERISA
- Fellow, Conference of Consulting Actuaries
- Member, American Academy of Actuaries
- Member, International Actuarial Association

Professional Affiliations

- Conference of Consulting Actuaries: Member, Public Plans Committee
- Michigan Actuarial Society Member

Presentations and Publications

Brad frequently speaks before public sector retirement boards, legislative bodies, public pension conferences, and employee groups on issues ranging from the cost impact of proposed plan changes to the operation of a retirement system to accounting compliance.

Brad has written research articles which have been published in NCPERS PERSist, FPPTA the Voice, and GRS Perspectives.

Education

Bachelor of Science, Mathematics, Eastern Michigan University



Valmiki N. Ramsewak, FSA, EA, FCA, MAAA

Retirement Technology Consultant and Actuary

valmiki.ramsewak@grsconsulting.com



Expertise

Valmiki Ramsewak is a Retirement Technology Consultant and Actuary in GRS' Fort Lauderdale, Florida office. He has more than 15 years of actuarial and employee benefits consulting and more than 20 years of experience with software programming and web technologies.

Valmiki's client responsibilities include benefit calculations, benefit statements, preparation of pension and OPEB valuations, cost analyses for proposed plan changes and client data maintenance. His technology work covers development and maintenance of DB plan administration software and web based applications.

Professional Designations

- Fellow, Society of Actuaries
- Enrolled Actuary, ERISA
- Fellow, Conference of Consulting Actuaries
- Member, American Academy of Actuaries

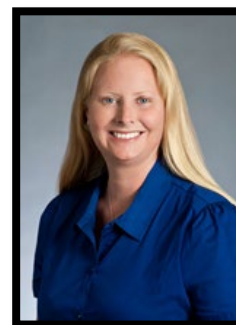
Education

Bachelor of Science, Actuarial Science with a second major in Finance, University of Illinois at Urbana-Champaign.

Jennifer M. Borregard, EA, FCA, MAAA

Consultant

jennifer.borregard@grsconsulting.com



Expertise

Jennifer Borregard is a Consultant in GRS' Fort Lauderdale, Florida office. She has more than 20 years of experience in actuarial, administrative and consulting services for pension and retiree health care systems, for the public sector, corporations, and tax-exempt organizations.

Jennifer's responsibilities include valuations for funding and accounting purposes, cost analyses for proposed plan changes, experience studies, cash flow projections, benefit calculations, benefit statements, and client data maintenance. She also plays a key role in overseeing the administrative services we provide to our clients.

Jennifer has extensive knowledge of Florida Statutes, including Chapter 175 and 185, as they apply to municipal pension plans. She also has experience consulting on hybrids plans, COLAs, Deferred Retirement Option Plans (DROPs), Share Plans and closed plans.

Professional Designations

- Enrolled Actuary, ERISA
- Fellow, Conference of Consulting Actuaries
- Member, American Academy of Actuaries

Education

Bachelor of Science, Mathematics, minor in Actuarial Sciences, University of Florida



APPENDIX B

GRS' CERTIFICATE OF LIABILITY INSURANCE



GABRROE-01

SHERCEG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assured Partners- Southfield, MI	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Insurance Company		35289
	INSURER B : National Fire Insurance Co of Hartford		20478
INSURED Gabriel, Roeder, Smith & Co. Holdings, Inc. One Towne Square, Suite 800 Southfield, MI 48076	INSURER C : Travelers Indemnity Co of America		25666
	INSURER D : Hudson Specialty Insurance Co		37079
	INSURER E : HSB Specialty Insurance Company		14438
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X	X	6017079918	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6017079904	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			6017079899	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-9H841052-21-42-E	6/30/2021	6/30/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			EEB 11989 10	6/30/2021	6/30/2022	Limit 2,000,000
E	Cyber Risk/Internet			6610552-01	6/30/2021	6/30/2022	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured's:

Gabriel, Roeder, Smith & Co.
 Gabriel, Roeder, Smith & Company Health & Welfare Consulting, LLC
 Gabriel Roeder Smith & Company Benefits Consulting, LLC
 Kruse O'Connor & Ling, Inc.

A \$250,000 per claim retention applies on the Professional Liability.
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Assured Partners- Southfield, MI		NAMED INSURED Gabriel, Roeder, Smith & Co. Holdings, Inc. One Towne Square, Suite 800 Southfield, MI 48076	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Crime Policy term: 6/30/2021 - 6/30/2022

Carrier: Navigators Insurance Company

Policy #: 83KB0387873-21

\$5,000,000 Employee Theft, \$25,000 Deductible

\$500,000 Forgery or alteration

\$500,000 Inside the Premises

\$500,000 Computer Fraud

\$500,000 Funds Transfer Fraud

\$5,000 Deductible

Employee Theft of Client Property:

\$500,000 Limit of Liability

\$5,000 Retention

Employee Theft of Client Property includes Money, Securities, and Other Property sustained by the Insured's Client, directly caused by Theft or Forgery committed by an identified Employee

Cyber Liability Coverage Continued:

Privacy and Security: \$5,000,000 Limit with \$25,000 Retention

Media: \$5,000,000 Limit with \$25,000 Retention

Regulatory Proceedings: \$5,000,000 Limit with \$25,000 Retention

Data Restoration: \$5,000,000 Limit with \$25,000 Retention

Computer Fraud: \$100,000 Limit with \$25,000 Retention

Funds Transfer Fraud: \$100,000 Limit with \$25,000 Retention

Business Interruption: \$5,000,000 Limit; Waiting Period: 8 Hours

Telecomm Fraud: \$5,000,000 limit with \$25,000 Retention

Cryptojacking Coverage: \$5,000,000 limit with \$25,000 Retention

Cyber Extortion (Ransomware): \$5,000,000 limit with \$25,000 Retention

Cyber - ADDITIONAL FIRST PARTY PROVISIONS:

Accounting Costs Limit: \$5,000,000

Period of Restoration: 210 Days

Blanket Additional Insured and Waiver of Subrogation included on the General Liability per written contract or agreement.

Blanket Waiver of Subrogation by written contract included on the Workers' Compensation policy.

60 day written notice of cancellation - 10 days for non-payment of premium.

Cancellation Notice (Other than Named Insured) as required by contract - General Liability, Auto Liability & Workers Compensation policies can be endorsed to provide 30 days written notice of cancellation- 10 days for non-payment of premium.

Primary and Non-contributory status as required by written contract

Contractual Liability:

An insured contract is that part of any contract or agreement pertaining to GRS under which GRS assumes the tort liability of another party to pay for "BI" or "PD" to a 3rd person / org, provided the "BI" or "PD" is caused, in whole or in part, by GRS or by those acting on the behalf of GRS. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. For further clarification of the contractual liability coverage, a copy of the policy form is available upon request.



www.grsconsulting.com



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Gene Paul N. Smith, Chief of Police
DATE:	07/19/2022
SUBJECT:	Out-of-service Police Vehicles

BACKGROUND

In 2020, I announced my intention to incorporate the Precision Immobilization Technique (PIT) into our policies and procedures for officers to quickly and safely end authorized vehicle pursuits. The Jacksonville Sheriff's Office (JSO) agreed to deliver this training at no cost to us. A driving track and numerous out-of-service police vehicles are required. Over the course of a year, JSO provided PIT training to 60 officers in our department. Without this resource, we would have paid \$300 to \$500, plus travel expenses, per officer to attend this specialized training. It would have taken years to accomplish this training, even if the training monies were in the budget. In addition, JSO has committed to providing PIT training to our future new-hired officers.

The Jacksonville Beach Police Department receives six to eight new, marked patrol vehicles each year. In turn, the department sends the corresponding number of older vehicles to auction. JSO is requesting some of our out-of-service vehicles to continue providing this valuable PIT training to the department; therefore, I recommend donating four out-of-service vehicles as surplus to JSO in lieu of those vehicles going to auction.

FINANCIAL IMPACT

A retired police vehicle was sold at the most recent online auction for \$3,200. The total estimated value of donating four vehicles to JSO is \$12,800.

REQUESTED ACTION

Approve/Disapprove four out-of-service police vehicles to be donated as surplus to the Jacksonville Sheriff's Office in lieu of auction

ATTACHMENTS



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Bruce Mohler, Golf Course Manager
DATE:	07/08/2022
SUBJECT:	Golf Cart Lease Agreement

BACKGROUND

The City currently leases 70 golf carts for the golf course. The term of the current lease is 60 months and will expire in October 2023. However, due to significant wear and tear from unprecedented usage, it is necessary to replace them as soon as possible. The City's golf course has seen over 66,000 rounds in each of the past 3 years, whereas typical golf courses average about 30,000 rounds annually.

EZ-GO will have new carts available in December 2022. They are willing to forego the remaining 10 months of the existing lease and provide a new lease term of 52 months. Pricing is available through a competitively solicited and publicly-awarded cooperative purchasing contract (#R210201) by Omnia Partners. The price per cart is \$170.72 per month and includes the latest GPS technology.

In order to provide greater flexibility and ensure operational efficiency, we plan to increase the fleet by 2 carts for a total of 72 carts.

FINANCIAL IMPACT

\$110,000 is budgeted in account 440-14-1401-572-44-544000 for annual golf cart leases. The total annual cost for the new agreements is \$147,502.08. The FY2023 budget will be adjusted at mid-year for the difference.

REQUESTED ACTION

Approve/Disapprove a Lease Agreement with The Huntington National Bank for 72 EZ-GO golf carts for 52 months according to Omnia Contract #R210201 and authorize the Mayor and City Manager to execute the Lease Agreement

ATTACHMENTS

1. Golf cart Lease Agreement 07.22.22



Amendment to Contract and Related Documents (The Huntington National Bank Merger)

The "Contract": Master Agreement Number 746378L Dated July 10, 2018		Date: June 8, 2022
"Lessee"		
City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, FL 32250		
"Lessor"		
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441		

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract. Upon execution of this Amendment by Lessee and Lessor, the Contract, together with all documents and agreements related thereto, including, without limitation, all lease schedules (the "Contract Documents") are hereby amended as follows:

1. Lessor and Lessee hereby agree that the Contract Documents are amended to replace all references therein to TCF Equipment Finance, Inc., TCF Equipment Finance, a division of TCF National Bank, or TCF National Bank with The Huntington National Bank.
2. Except as specifically amended herein, all of the terms and conditions of the Contract Documents shall remain in full force and effect and are hereby ratified and affirmed. This Amendment shall not by implication or otherwise limit, constitute a waiver of, or otherwise affect the rights and obligations of the parties under the Contract Documents.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment as of the date set forth above.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Jacksonville Beach

By: _____

Title: _____

Print Name: _____



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0746378-302 Dated June 7, 2022 to Master Lease Number 746378L Dated July 10, 2018	
"Lessee"	
City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, FL 32250	
Contact: Jason Phitides	Phone: (904) 247-6237
"Lessor"	
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	52 Months	Monthly	\$2,939.76 plus applicable taxes except financed sales tax included in cost of the equipment	\$2,939.76 For Installments(s): First	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(72) PACE GPS Units together with all attachments and accessories thereto	Jacksonville Beach Golf Club, 605 South Penman Road, Jacksonville Beach, FL 32250

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Jacksonville Beach

By: _____

Title: _____

Print Name: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Jacksonville Beach
2508 South Beach Parkway,
Jacksonville Beach, FL 32250

Lessor: The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

Re: Contract 008-0746378-302, dated as of June 7, 2022, by and between City of Jacksonville Beach and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0746378-302
DATED AS OF JUNE 7, 2022

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0746378-302** dated **June 7, 2022** (the "Lease"), between **City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, FL 32250** and **The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**; and prescribing other details in connection therewith.

WHEREAS, City of Jacksonville Beach, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Jacksonville Beach:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee , is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0746378-302
DATED AS OF June 7, 2022

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Jacksonville Beach (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Invoice

Date of Invoice: 06/08/2022
Application Number: 478702
Contract Number: 008-0746378-302

To: City of Jacksonville Beach
2508 South Beach Parkway
Jacksonville Beach, FL 32250

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$2,939.76	\$0.00		\$2,939.76
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$2,939.76

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$200.00
Other Fees/Charges Sub Total	\$200.00

Invoice Total Due

Invoice Total Due	\$3,139.76
--------------------------	-------------------

**Remit Payment with
Completed Documents to:** 866-465-3149
OR
The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

"Lessee"
City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, FL 32250
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

Delivery and Acceptance agreement attached to and made a part of Lease **008-0746378-302** dated **June 7, 2022** (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: City of Jacksonville Beach

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0746378-105 Dated June 7, 2022 to Master Lease Number 746378L Dated July 10, 2018	
"Lessee"	
City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, FL 32250	
Contact: Jason Phitides	Phone: (904) 247-6237
"Lessor"	
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	52 Months	Monthly	\$9,352.08 plus applicable taxes except financed sales tax included in cost of the equipment	N/A For Installments(s): N/A	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(72) EZ-GO RXV ELITE Golf Cars together with all attachments and accessories thereto	Jacksonville Beach Golf Club, 605 South Penman Road, Jacksonville Beach, FL 32250

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: The Huntington National Bank

Lessee: City of Jacksonville Beach

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Jacksonville Beach
2508 South Beach Parkway,
Jacksonville Beach, FL 32250

Lessor: The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

Re: Contract 008-0746378-105, dated as of June 7, 2022, by and between City of Jacksonville Beach and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0746378-105
DATED AS OF JUNE 7, 2022

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0746378-105** dated **June 7, 2022** (the "Lease"), between **City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, FL 32250** and **The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**; and prescribing other details in connection therewith.

WHEREAS, City of Jacksonville Beach, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Jacksonville Beach:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee , is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0746378-105
DATED AS OF June 7, 2022

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Jacksonville Beach (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Invoice

Date of Invoice: 06/08/2022
Application Number: 478694
Contract Number: 008-0746378-105

To: City of Jacksonville Beach
2508 South Beach Parkway
Jacksonville Beach, FL 32250

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$0.00

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$200.00
Other Fees/Charges Sub Total	\$200.00

Invoice Total Due

Invoice Total Due	\$200.00
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**Remit Payment with
Completed Documents to:** 866-465-3149
OR
The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

"Lessee"
City of Jacksonville Beach, 2508 South Beach Parkway, Jacksonville Beach, FL 32250
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

Delivery and Acceptance agreement attached to and made a part of Lease **008-0746378-105** dated **June 7, 2022** (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: City of Jacksonville Beach

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development Department
DATE:	06/20/2022
SUBJECT:	Development Agreement Approval for the Windward Marina Property

BACKGROUND

The Beach Marine property, which consists of multiple parcels, was purchased by Windward Jacksonville Beach Owner, LLC, in January of 2020. The developed portion of the property consists of roughly 26 acres that includes the marina, office, retail and restaurant uses, and other marine related uses. The undeveloped portion of the property consists of roughly 120 acres north of 2nd Avenue North. The City of Jacksonville owns roughly 1.2 acres that includes one public boat ramp and parking, and the City of Jacksonville Beach owns roughly 5.7 acres that includes the other boat ramp, a passive public park, and additional parking.

Access to the northern part of the marina basin's uses, including the passive park, parking, and boat ramps is from 2nd Avenue North. 2nd Avenue North is currently subject to flooding and a tight turning radius at the intersection with 20th Street North, making it a challenge to navigate for the public and most specifically, vehicles towing boats. Pursuant to the original 1982 Interlocal Agreement between the City of Jacksonville/Duval County, the Beach municipalities, and the Town of Baldwin, the City of Jacksonville assumed responsibility for operating and maintaining some county roads in the independent municipalities. This agreement includes 20th Street North from Beach Boulevard to 2nd Avenue North and 2nd Avenue North from 20th Street to the Intracoastal Waterway. The City of Jacksonville has recently appropriated the funding to make improvements to 2nd Avenue North that include a realignment and elevation.

Windward has submitted an application for a Development Agreement with both the City of Jacksonville and the City of Jacksonville Beach. The Development Agreement is necessary to facilitate the reconfiguration of 2nd Avenue North, future marina property development, the conveyance of property between owners, and the preservation of over 100 acres of environmentally sensitive property. The Development Agreement outlines several provisions, including the actions and responsibilities of Windward, the City of Jacksonville, and the City of Jacksonville Beach. The Development Agreement includes details on permitting, property conveyance, and other items as is required by Article XI of the Land Development Code and in compliance with Florida Statutes.

Staff and legal counsel have been working with the applicant over the last several months to solidify the language in the proposed Development Agreement and are comfortable with the final product that is being presented to the City Council. The applicant has similarly been coordinating with the City of Jacksonville staff and their legal counsel for the same. The Development Agreement also includes a conceptual site plan for the 2nd Avenue North roadway realignment, new stormwater retention ponds, new commercial building pads, and expanded car and boat trailer parking. Also included are general representations of necessary land use amendments, zoning changes, and property conveyance.

Staff has reviewed the Development Agreement against the requirements in the Land Development



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

Code and Florida Statutes and have determined that the application is consistent with the standards and Florida Statutes.

Staff recommends **approval** of the Development Agreement for the Beach Marine property.

FINANCIAL IMPACT

No financial impact on the City of Jacksonville Beach is identified in the Development Agreement.

REQUESTED ACTION

Approve/Disapprove Development Agreement Approval for the Windward Marina Property

ATTACHMENTS

1. Memo from Attorney Sherry Sutphen dated June 30, 2022
2. Beach Marine Development Agreement

MICHAEL J. ROPER
JOSEPH D. TESSITORE
DALE A. SCOTT
CHRISTOPHER R. FAY*
CINDY A. TOWNSEND
ANNA E. ENGELMAN
SHERRY G. SUTPHEN‡
DAVID B. BLESSING
FRANK M. MARI
DEREK J. ANGELL*†



Roper, P.A.
ATTORNEYS AT LAW

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KATHERINE RODRIGUEZ

* Florida Supreme Court Certified
Circuit Court Mediator
‡ Board Certified - City, County &
Local Government
* Board Certified - Civil Trial Law
† Board Certified - Appellate Practice

MEMORANDUM

TO: Mike Staffopoulos, City Manager
FROM: Sherry G. Sutphen, Esquire *sgsutphen*
CC: Heather Ireland, Planning & Development Director
DATE: June 30, 2022
RE: Development Agreement –
Windward Jacksonville Beach Owner, LLC

Pursuant to City of Jacksonville Beach Code of Ordinances, Article XI – Development Agreements, Section 34-601, the City is authorized to enter into a development agreement with a developer for the purpose of ensuring adequate environmental protection, ensuring adequate public facilities, reducing development costs and providing greater regulatory certainty. An application was submitted to the City by Windward Jacksonville Beach Owner, LLC, for a development agreement related to the Beach Marine project more particularly described in the application as:

Approximately 26.31 acres of property located at 2315 Beach Boulevard (RE # 177290 0000) which currently is the site of the Beach Marine complex, including a marina, office, retail, restaurant, and other marine-related uses, together with approximately 120 acres of property on the north side of 2nd Avenue North extending approximately from 19th Street North west to the Intracoastal Waterway (RE #s 177397-0010, 177294-0000, 177279-0100) which currently is undeveloped.

The project involves both the City of Jacksonville Beach and the City of Jacksonville; thus, the parties and their respective legal counsel worked closely to determine the most effective way for the property to be developed, keeping all of the applicable jurisdictional requirements in mind. Ultimately, as required by the City of Jacksonville Beach Code, it was determined that the project will generally comply with City's Land Development Code regulations, the proposed Development Agreement meets the standards set forth in City of Jacksonville Beach Code of Ordinances, Section 34-604, and that the project concept and Agreement are appropriate for a recommendation of approval to the City Council.

As permitted by City of Jacksonville Beach Code of Ordinances, Section 34-603(e), the applicant has elected to have both of the required public hearings conducted by the City Council. As such, the matter is appropriate to be set for two (2) public hearings with the final determination being made at the second of the two hearings. Such decision shall be based on the information presented by the applicant related to the development agreement, the recommendation of the Planning & Development Director, the public testimony received and the Council shall either approve the Agreement, approve the Agreement with conditions or deny the Agreement.

Finally, if approved, and after all parties have fully executed the Agreement, pursuant to City of Jacksonville Beach Code of Ordinances, Section 34-607, the Development Agreement must be recorded in the official records of Duval County, Florida. If you need any additional information related to the matter, please do not hesitate to contact me.

Prepare by, record and return to:

DEVELOPMENT AGREEMENT BEACH MARINE

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF JACKSONVILLE**, a municipal corporation of the State of Florida (hereinafter, “Jacksonville”), the **CITY OF JACKSONVILLE BEACH**, a municipal corporation of the State of Florida (hereinafter, “COJB”), and **WINDWARD JACKSONVILLE BEACH OWNER, LLC**, a Delaware limited liability company, and its successors and assigns (hereinafter, “Windward”).

RECITALS

A. Pursuant to Sections 163.3220, et seq., Florida Statutes, and Chapter 655, Part II, City of Jacksonville Ordinance Code (the “Jacksonville Ordinance Code”), Jacksonville is authorized to enter into development agreements with owners of real property.

B. Pursuant to Sections 163.3220, et seq., Florida Statutes, and Article XI, Section 34.601 et seq., City of Jacksonville Beach Land Development Code, COJB is authorized to enter into development agreements with owners of real property.

C. This Agreement pertains to the reconfiguration of 2nd Avenue North within Jacksonville, COJB, and the redevelopment, use and preservation of certain surrounding public and private properties.

D. Windward owns approximately 26.31 acres of property at 2315 Beach Blvd. (RE # 177290 0000) which currently is the site of the Beach Marine complex, including a marina, office, retail, restaurant, and other marine-related uses (the “Beach Marine Property”), and approximately 120 acres of property on the north side of 2nd Avenue North extending approximately from 19th Street North west to the Intracoastal Waterway (RE #s 177397-0010, 177294-0000, 177279-0100) which currently is undeveloped (the “Undeveloped Property”), all as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (collectively, the “Windward Property”).

E. Windward intends to invest approximately \$45,000,000.00 to redevelop the Beach Marine Property with improvements to existing uses and, additionally, with new residential units, new marine support retail and restaurant uses, and other office, commercial, and mixed service uses (collectively, the “Marina Redevelopment”).

F. Jacksonville is the owner of approximately 1.2 acres of property west of the Windward Property and on the south side of 2nd Avenue North at its terminus which currently is the site of a public boat ramp and associated access and parking (the “Jacksonville Property”).

G. COJB owns approximately 4.35 acres west of the Windward Property and on the south side of 2nd Avenue North near its terminus; and approximately 1.29 acres west of the Windward Property and on the north side of 2nd Avenue North at its terminus (collectively, the “COJB Property”).

H. The COJB Property is currently the site of a passive waterfront park, a restaurant, and parking for the restaurant and an adjacent public boat ramp.

I. The primary access to the Jacksonville Property, COJB Property, and the Windward Property is from 20th Street North and 2nd Avenue North.

J. The intersection of 2nd Avenue North and 20th Street North (the “Intersection”) is currently narrow, with a tight turning radius making use challenging for the traveling public.

K. 2nd Avenue North is currently narrow, susceptible to frequent flooding, and also is difficult to use by the traveling public.

L. This Agreement will facilitate the realignment and reconstruction of the Intersection and 2nd Avenue North from 20th Street to Jacksonville-owned boat ramp to City Standard roadway, with related stormwater improvements and certain wetland mitigation work, inclusive of a new bridge, as generally depicted on the Conceptual Site Plan (the “Site Plan”) attached as **Exhibit “B”** and incorporated herein and consistent with the Jacksonville CIP Project entitled 2nd Avenue North Roadway Safety Improvements (the “Roadway Improvements”), to enhance continuous access by the public to and from the Jacksonville Property, COJB Property, and Windward Property.

M. In connection with the Marina Redevelopment, Windward intends to design and obtain permits for the Roadway Improvements and to provide within the Undeveloped Property all necessary right-of-way and easements as necessary for the construction of the Roadway Improvements, at no cost to Jacksonville or COJB, which shall be assigned to Jacksonville pursuant to an assignment agreement to be subsequently entered into by Windward and Jacksonville (“Assignment Agreement”).

N. Jacksonville has included funding for the Roadway Improvements in its Capital Improvements Program.

O. Contingent upon Windward and Jacksonville entering into future agreements regarding the same (“Future Agreements”), Windward shall convey the balance of the Undeveloped Property north of 2nd Avenue North (excluding the Roadway Improvements, the Marine Support Pad, the Boating and Parking Improvements, and a portion of the existing dredge spoil, all as shown on the Site Plan and as defined below) to Jacksonville for use as a passive recreational facility open to the public (the “Preserve/Recreational Facility”), and enter into easement agreements for use of the Boating and Parking Improvements (defined below);

P. Windward has prepared the Site Plan, which provides for more functional traffic circulation and parking for existing uses (the Jacksonville boat ramp, COJB park, and restaurant); an 8,000 square foot commercial pad/building footprint for new marine support retail/restaurant uses on the Undeveloped Property (the “Marine Support Pad”); parking for the

Marine Support Pad; additional parking for the Jacksonville boat ramp, including parking for boat trailers, and for restaurant employees; and parking for members of the public accessing the Preserve/Recreational Facility (the “Boating and Parking Improvements”).

Q. The Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes (the “Act”), authorizes a local government to enter into a development agreement with a landowner to strengthen the public planning process, to assist in assuring there are adequate capital facilities for potential development, to facilitate the private participation in comprehensive planning, and to reduce the economic costs of development.

R. The Act authorizes agreements for up to thirty (30) years, which can be extended by mutual consent of the parties, subject to the public hearing requirements in accordance with Section 163.3225, Florida Statutes.

S. Jacksonville and COJB recognize the increased ad valorem taxes and sales taxes that will result from the Marina Redevelopment, including the Marine Support Pad.

T. Jacksonville recognizes the benefit to Jacksonville Property resulting from improved access, additional parking, and additional support services.

U. COJB recognizes the benefit to COJB Property resulting from the improved access, additional parking, and increased utility capacity.

V. Jacksonville and COJB recognize the public benefit to their respective citizens resulting from the Roadway Improvements and Boating and Parking Improvements.

W. Jacksonville and COJB recognize the public benefit to their respective citizens resulting from the creation of the Preserve/Recreational Facility.

X. In order to facilitate and accomplish the foregoing public benefits, Jacksonville, COJB, and Windward desire to participate and work together to facilitate (i) the Marina Redevelopment, (ii) the Roadway Improvements, (iii) the Boating and Parking Improvements, including the creation of the Marine Support Pad, and (iv) the creation of the Preserve/Recreational Facility (collectively, the “Public/Private Developments”).

Y. Jacksonville and COJB find that it is in the best interest of the public to enter into this Development Agreement with Windward to establish responsibilities relating to the Public/Private Developments.

Z. Jacksonville conducted the required two (2) public hearings for this Agreement which were held before the Jacksonville City Council, following proper notice, pursuant to Section 163.3225, Florida Statutes, and before the Land Use and Zoning Committee of the Jacksonville City Council pursuant to Part 2 of Chapter 655, *Ordinance Code* of Jacksonville.

AA. COJB conducted the required two (2) public hearings for this Agreement which were held, following proper notice, pursuant to Section 163.3225, Florida Statutes, and Article XI, Section 34.603, City of Jacksonville Beach Land Development Code.

NOW, THEREFORE, in consideration of the covenants herein made and the performance thereof, the parties hereto agree as follows:

1. Recitals True: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Term: The term of this Agreement shall commence on the date of the execution of this Agreement and, unless terminated by Windward, COJB or Jacksonville as hereinafter provided or renewed by the parties, shall expire and terminate on the earlier of: (i) the tenth (10th) anniversary of the date of the execution of this Agreement; (ii) the substantial completion of construction, dedication and acceptance, as applicable, of the Public/Private Developments; or (iii) mutual written agreement of COJB, Jacksonville and Windward (the “Duration of this Agreement”).

3. Representations and Warranties by Windward: Windward represents and warrants unto Jacksonville and COJB those matters contained in **Exhibit “C”** which is incorporated herein by this reference.

4. Representations and Warranties by Cities: Jacksonville and COJB each hereby separately represent and warrant unto Windward those matters contained in **Exhibit “D”** which is incorporated herein by this reference.

5. Actions of Windward: Subject to approval of the Required Land Use Amendments and Required Rezoning (each as defined below), with all appeal periods having expired, Windward hereby agrees, in coordination with Jacksonville, COJB, and other stakeholders, to the following:

a. Within six (6) months after the execution of this Development Agreement by all parties, the COJB shall process the land use changes conceptually depicted on **Exhibit “E”** (“Required Land Use Amendments”) and Windward shall file the rezoning application to accomplish the Marina Redevelopment including and creation of the Marine Support Pad (the “Required Rezoning”).

b. Within six (6) months after approval (including the expiration of applicable appeal periods) of both the Required Land Use Amendments and Required Rezoning (the date of such approval, the “Governmental Approval Date”) Windward shall prepare the design and engineering (collectively, the “Plans”), in coordination with and subject to the review and approval of Jacksonville and COJB, as applicable, and shall obtain any and all permits from federal, state, and local agencies necessary for construction of the Roadway Improvements by Jacksonville and the Boating and Parking Improvements by Windward. The Plans shall be complete working drawings and specifications as necessary for the construction of the Roadway Improvements, and when complete and approved by Jacksonville, ownership of the Plans shall be assigned to Jacksonville pursuant to the Assignment Agreement in form and substance reasonably acceptable to Jacksonville and Windward. The Boating and Parking Improvements shall be consistent with the Required Land Use Amendments and Required Rezoning, which shall provide for (i) sufficient parking for the Marine Support Pad pursuant to City of Jacksonville Beach Land Development Code; (ii) a total net increase of parking for existing

public uses (the Jacksonville boat ramp, COJB park, and restaurant on COJB property), exclusive of the parking for the Marine Support Pad; and (iii) sufficient land area for parking for members of the public accessing any Preserve/Recreational Facility.

c. When required by Jacksonville in connection with the construction of the Roadway Improvements, pursuant to the Future Agreements, Windward shall convey to Jacksonville the right-of-way as conceptually depicted on **Exhibit “F”** (see Item 4) (the “ROW Parcel”) pursuant to that Deed of Dedication in substantially the form attached hereto as **Exhibit “G”** and additional temporary constructions easements substantially in the form attached hereto as **Exhibit “K”** necessary for the construction of the Roadway Improvements, subject to the review and approval of Jacksonville in its reasonable discretion, and shall apply for closure of the current right-of-way for 2nd Avenue North (“Existing ROW”), affecting conveyance to Windward and COJB, as applicable. The Existing ROW will not be abandoned until substantial completion of the Roadway Improvements by Jacksonville, and demolition of the Existing ROW by Jacksonville. The Future Agreements shall provide that all closing costs (exclusive of Jacksonville’s attorneys’ fees) attendant to the conveyance of the Undeveloped Property, ROW Parcel and related easements, and COJB ROW Parcels, are the responsibility of Windward.

d. Windward shall construct the Boating and Parking Improvements in coordination with Jacksonville’s construction of the Roadway Improvements.

e. Pursuant to the Future Agreements, to the extent that the Boating and Parking Improvements are on Windward Property, contemporaneous with the conveyance of the ROW Parcel and Undeveloped Property to Jacksonville, Windward and Jacksonville shall enter into use easements and/or lease agreements regarding the use, maintenance and operation of the parking components of the Boating and Parking Improvements, and each party will provide temporary construction easements as necessary for the construction of the Public/Private Developments.

f. Contingent upon approval of the Required Land Use Amendments and Required Rezoning, within (6) months from the Governmental Approval Date, Windward must enter into the Future Agreements and provide the duly executed Assignment Agreement for the Plans to Jacksonville and, pursuant to the Future Agreements, prior to commencement of construction of the Roadway Improvements, Windward shall convey to Jacksonville: (i) the ROW Parcel consistent with subsection (c) above; and (ii) the balance of the Undeveloped Property north of 2nd Avenue North (excluding the Roadway Improvements, the Marine Support Pad, the Boating and Parking Improvements, and a portion of the existing dredge spoil, all as shown on the Site Plan and as defined below), which Jacksonville intends to use as a passive recreational facility open to the public (the “Preserve/Recreational Facility”), pursuant to the Special Warranty Deed substantially in the form attached hereto as **Exhibit “H”**. The Undeveloped Property shall only be used in a manner consistent with its future land use category pursuant to the 2030 Comprehensive Plan for COJB (“COJB Comprehensive Plan”), which, after approval of the land use amendment pursuant to the Required Land Use Amendment, is intended to be Conservation-Protected. Nothing in this Sub-section 5(f) shall be construed as precluding the consideration by federal, state, and local agencies of the conveyance of the balance of the Undeveloped Property described herein as wetland mitigation for the construction of the Roadway Improvements or Boating and Parking Improvements.

g. Jacksonville, COJB, and Windward understand and acknowledge that the Required Land Use Amendments, Required Rezoning, dedications, applications for closure, and conveyances will require legal descriptions, surveys, and evidence of title, in compliance with applicable local ordinances and procedures, and are subject to the review and approval of Jacksonville or COJB, as applicable.

6. Actions of Jacksonville: Jacksonville agrees to participate in the Public/Private Developments by taking the following actions:

a. Coordinating with Windward regarding the design, engineering, and permitting for construction of the Roadway Improvements and Boating and Parking Improvements;

b. Providing temporary construction easements substantially in the form attached hereto as **Exhibit “J”** to Windward as are needed to allow for the construction of the Boating and Parking Improvements by Windward to the extent such construction is on or otherwise affects Jacksonville’s property;

c. Upon application by Windward and subject to required procedures in Jacksonville’s Ordinance Code, closing the current right-of-way for 2nd Avenue North as conceptually depicted on **Exhibit “F”** (see Items 2 and 3), thereby affecting conveyance thereof to Windward and COJB, as applicable, after substantial completion of the Roadway Improvements and certain other related work;

d. Funding, subject to annual appropriations, and using diligent efforts to commence and complete construction of the Roadway Improvements in accordance with permits obtained by Windward.

e. Notwithstanding anything in this Agreement to the contrary, Jacksonville’s obligations to commence construction of the Roadway Improvements are contingent upon the occurrence of the following:

- i. Windward and Jacksonville entering into the Future Agreements within the time frames set forth in this Agreement;
- ii. Assignment of the Plans from Windward to Jacksonville pursuant to the Assignment Agreement;
- iii. Conveyance of the balance of the Undeveloped Property (excluding the Roadway Improvements, the Marine Support Pad, the Boating and Parking Improvements, and a portion of the existing dredge spoil, all as shown on the Site Plan) and ROW Parcel from Windward to Jacksonville pursuant to this Agreement and the Future Agreements; and
- iv. Conveyance by COJB of the COJB ROW Parcels to Jacksonville as set forth in this Agreement.

7. Actions of COJB: COJB agrees to participate in the Public/Private Developments by taking the following actions:

a. Working with Windward, Jacksonville and other stakeholders, in good faith, to accomplish the Public/Private Developments, including by cooperating in the applicable permit process;

b. Accepting and expeditiously processing applications relating to the Public/Private Developments, including applications for the Required Land Use Amendments and Required Rezoning;

c. Provide authorizations, temporary easements or permits to Jacksonville and Windward, including appropriate indemnities, as are needed to allow for the construction of the Roadway Improvements and Boating and Parking Improvements;

d. Convey property conceptually depicted in **Exhibit “F”** (see Items 1A and 1B) (the “COJB ROW Parcels”) to Jacksonville, for a portion of the right-of-way necessary to complete the Roadway Improvements in accordance with applicable COJB policies, by Quitclaim Deed substantially in the form attached hereto as **Exhibit “H”**; the COJB ROW Parcels shall be conveyed to Jacksonville contemporaneous with the conveyance of the ROW Parcel to Jacksonville, and the COJB ROW Parcels shall be free and clear of all liens and the title commitment therefor must disclose title to be good, marketable and insurable, and COJB shall executed such closing documents as reasonably requested by the title company necessary for a title policy for the COJB ROW Parcels to be issued to Jacksonville; Windward shall prepare and pay for surveys and title commitments/policies for the COJB ROW Parcels required hereby; and

e. To the extent reasonably necessary for the full use of the Boating and Parking Improvements, enter into such cross-access easements or other agreements, as may be mutually agreeable to Windward, Jacksonville and COJB, and which shall include appropriate indemnities to Jacksonville and COJB, on or prior to the closing for the conveyance of the COJB ROW Parcels from COJB to Jacksonville.

8. Comprehensive Plan Land Use Category and Zoning: The Windward Property, COJB Property and Jacksonville Property are located in the Community Commercial (CC), Conservation – Protected, Residential, and Recreation/Open Space land use categories in the COJB Comprehensive Plan and are zoned Planned Unit Development (PUD), Commercial General (C-2) and Residential: single family (RS-1). Within six (6) months after the Effective Date hereof, the COJB shall process the Required Land Use Amendments. Windward shall submit applications to COJB for the Required Rezoning to permit the Public/Private Developments. In the event that any of the Required Land Use Amendments and/or Required Rezoning fail to be approved within six (6) months of Windward submitting its application, with all appeal periods having expired, or are approved but are appealed and subsequently denied, Windward, COJB and Jacksonville agree that Windward may terminate this Agreement, whereupon Windward, Jacksonville and COJB shall be relieved of any further liability or obligation hereunder. The time frames set forth herein may be extended for up to twelve (12)

months to accommodate any unforeseen delay when mutually agreed to by the parties by written Amendment hereto.

9. Agreement Consistent with 2030 Comprehensive Plan: COJB finds that the Public/Private Developments pursuant to this Agreement are or will be consistent with all goals, objectives, and policies of its Comprehensive Plan and applicable land development regulations, including but not limited to site plan for the Marina Redevelopment and any required development permits.

10. Permits for Construction:

a. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Windward of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable. Any public facilities to be designed and/or constructed by Windward pursuant to this Agreement shall be in compliance with all applicable federal, state, and city standards to ensure the quality of the public facilities. The standards shall include, but not be limited to, guarantees of performance and quality, and project controls (including scheduling, quality controls, and quality assurances).

b. Any and all required COJB development permits shall be obtained at the sole cost of the applicant/property owner and, that in the event that any such COJB development permits are not received, no further development of the property shall be allowed until such time as the COJB City Council has reviewed the matter and determined whether or not to terminate this Agreement or to modify it in a manner consistent with the public interest and the COJB Comprehensive Plan.

c. Any matter or thing required to be done under existing ordinances of COJB shall not be otherwise amended, modified or waived unless such modification, amendment or waiver is expressly provided for in this Agreement with specific reference to the code provisions so waived, modified or amended.

11. Maximum Indebtedness. Jacksonville's maximum indebtedness for all fees, expenses and all other costs pursuant to this Agreement shall not exceed the sum of ELEVEN MILLION AND NO/ DOLLARS (\$11,000,000.00).

12. Remedies:

a. If Windward fails to carry out any of its covenants herein contained, COJB and Jacksonville shall be entitled to all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement and thereby make COJB and/or Jacksonville whole including, without limitation, injunctive relief, as well as any such other remedy as the Court having jurisdiction deems appropriate.

b. If COJB and/or Jacksonville fail to carry out any of their covenants herein contained, Windward or its assignee shall be entitled to all remedies available at law or in equity, including, without limitation, injunctive relief, and such other remedy or remedies as the Court having jurisdiction deems appropriate provided, however, that in no event shall the COJB or

Jacksonville be liable to Windward for any punitive, speculative, or consequential damages of any kind.

c. None of the foregoing remedies shall be deemed exclusive of one another, or exclusive of any other remedy, which the Court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement and thereby make Windward, COJB or Jacksonville, as applicable, whole.

13. Mediation: The parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. Within thirty (30) days after such controversy or claim arises, if the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set within thirty (30) days after the mediator is selected.

14. Exhibits: The Exhibits to this Agreement consist of the following all of which are incorporated in and form a part of this Agreement:

Exhibit "A"	Legal Description
Exhibit "B"	Site Plan
Exhibit "C"	Windward's Representations and Warranties
Exhibit "D"	City Representations and Warranties
Exhibit "E"	Required Land Use Amendments
Exhibit "F"	Property to be Conveyed by COJB
Exhibit "G"	Deed of Dedication for ROW Parcel
Exhibit "H"	Special Warranty Deed for Undeveloped Property
Exhibit "I"	Quitclaim Deed for COJB ROW Parcels
Exhibit "J"	Form of Temporary Construction Easement – Jacksonville to Windward
Exhibit "K"	Form of Temporary Construction Easement – Windward to Jacksonville

15. Miscellaneous:

a. Governing Law: This Agreement, and the rights and obligations of COJB, Jacksonville and Windward hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Exclusive venue to construe or enforce this Agreement shall be in the circuit court of and for Duval County, Florida.

b. Further Assurances: Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their

intentions to cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

c. Recording: This Agreement shall be recorded in the public records of Duval County, Florida within fourteen (14) days of its final execution by the Mayors of COJB and Jacksonville.

d. Effective Date: This Agreement shall be effective upon recordation pursuant to Section 15.c above.

e. Assignment.

i. With prior written notice to Jacksonville and COJB, Windward may assign this Agreement in conjunction with the sale by Windward of the entirety of the Windward Property to a third-party purchaser (the "Purchaser"), provided such Purchaser enters into an assignment and assumption agreement in form and substance as approved by Jacksonville and COJB in their reasonable discretion, agreeing to be bound by all the terms and conditions of this Agreement. Such assignment and assumption agreement shall be made effective contemporaneous with the conveyance of the Windward Property. Within thirty (30) calendar days of Windward's request for approval of an applicable assignment and assumption agreement to be entered into by the assignor and assignee, if Windward has not received a written approval of such form of assignment and assumption agreement or Jacksonville or COJB has not notified Windward that the form of assignment and assumption agreement has been rejected (with the reasoning therefor set forth with specificity), then the proposed form of assignment and assumption agreement will be deemed approved as to that party only.

ii. Otherwise, Windward (or the Purchaser of the Windward Property) may not assign any or all of its rights, obligations, and liabilities under this Agreement without the prior written consent of Jacksonville and COJB, not to be unreasonably withheld, conditioned or delayed. Within thirty (30) calendar days of Windward's request for approval of an applicable assignment of this Agreement (or portion thereof), which request shall include the applicable assignment and assumption agreement to be entered into by the assignor and assignee, if Windward has not received a written approval of such assignment (and form of assignment and assumption agreement) or Jacksonville or COJB has not notified Windward that the proposed assignment (and form of assignment and assumption agreement) has been rejected (with the reasoning therefor set forth with specificity), then the proposed assignment and form of assignment and assumption agreement will be deemed approved as to that party only.

iii. In the event of any such assignment, the term "Windward" in this Agreement shall refer to such assignee(s) with respect to the applicable specific rights, obligations, liabilities which are assigned. In order for any such assignment to be effective, a notice, identifying the assignee(s) and containing an

acknowledgement by the assignee(s) of its assumption of any rights, obligations, and liabilities to be assigned to it by Windward under this Agreement, shall be provided to Jacksonville and COJB for review and approval in their reasonable discretion. Upon the acceptance date of an assignment of any or all obligations and liabilities under this Agreement and providing notice of such assignment to COJB and Jacksonville, the identified assignee(s) shall assume and timely perform such assigned obligations and liabilities incurred on or after the Effective Date of this Agreement, and the original contracting party to this Agreement, Windward, shall have no further obligations or liabilities under this Agreement in relation to such assigned obligations or liabilities. If any prohibited assignment, transfer or conveyance is made, Jacksonville may terminate its obligations under this Agreement without liability.

f. Amendment: This Agreement may only be amended by a subsequent written instrument entered into and executed by all of the parties hereto.

g. Necessary Procedures: The parties agree that this Agreement has been entered into after compliance with all applicable procedures which relate to the adoption, execution, enforceability or validity of this Agreement.

h. Headings: The headings of the sections in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.

i. Notices: All notices required or allowed by this Agreement shall be delivered in person, by third party courier (including overnight courier service such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

To COJB: Planning and Development Director
 Planning Division
 City Hall, First Floor
 11 North Third Street
 Jacksonville Beach, Florida 32250

Jacksonville: Bill Killingsworth
 Director of Planning and Development
 Planning and Development Department
 Ed Ball Building
 214 North Hogan Street, Suite 300
 Jacksonville, Florida 32202

with copies to: John Pappas
 Department of Public Works
 Ed Ball Building
 214 North Hogan Street, 10th Floor
 Jacksonville, Florida 32202

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

To Windward : Windward Jacksonville Beach Owner, LLC
2999 NE 191st Street, Suite 800
Aventura, Florida 33180

with a copy to: T.R. Hainline, Jr., Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

j. Severability: If any part of this Agreement is finally found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be enforceable.

k. Joint Preparation and Interpretation: Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one of the parties than the other.

l. Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

m. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, this Development Agreement is hereby effective on the date signed by the last party.

“COJB”

CITY OF JACKSONVILLE BEACH, a
municipal corporation of the State of Florida

ATTEST:

City Clerk

Christine Hoffman, Mayor
Date: _____

Mike Staffopoulous, City Manager

“JACKSONVILLE”

ATTEST:

CITY OF JACKSONVILLE, a municipal
corporation of the State of Florida

James R. McCain, Jr.
Corporation Secretary

By: _____
Name: Lenny Curry
Its: Mayor

Date: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2022, by Lenny Curry, Mayor, and James R. McCain, Jr., as corporation secretary, of Jacksonville a municipal corporation and consolidated political subdivision of the State of Florida. They are __ personally known to me or have produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

FORM APPROVED:

By: _____
Office of General Counsel, as
Attorney for Jacksonville

GC-#1500103-v17-Beach_Marine_Development_Agreement.doc

“WINDWARD”

**WINDWARD JACKSONVILLE BEACH
OWNER, LLC**, a Delaware limited liability
company

By: WINDWARD JACKSONVILLE BEACH
MANAGER, LLC, Delaware limited
liability company, its Manager

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2022, by _____, the
_____ of Windward Jacksonville Beach Manager, LLC, a Delaware limited liability
company, as Manager on behalf of Windward Jacksonville Beach Owner, LLC, a Delaware
limited liability company, who is ☐ personally known to me or who has produced ☐
_____ as identification and who has taken an oath.

Notary Public, State of Florida

Name: _____

My Commission Expires _____

My Commission Number is: _____

EXHIBIT "A"

Legal Description

PARCEL G: (FEE)

A PART OF SURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE NORTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH, AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 225.83 FEET TO THE NORTHWEST CORNER OF SAID SURVEYED SECTION 32; THENCE NORTH 40°16'18" EAST, ALONG THE NORTHERLY LINE OF SAID SURVEYED SECTION 32, A DISTANCE OF 369.56 FEET TO THE NORTHEASTERLY CORNER OF SAID SURVEYED SECTION 32; THENCE SOUTH 36°11'22" EAST, ALONG THE EASTERLY LINE OF SAID SURVEYED SECTION 32, A DISTANCE OF 591.44 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE SOUTH 89°27'20" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 483.16 FEET TO THE POINT OF BEGINNING.

PARCEL J: (FEE)

A PORTION OF THE UNSURVEYED SECTION 31 AND UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE ANGLE POINT IN THE U.S. GOVERNMENT MEANDER LINE OF THE WESTERLY BOUNDARY OF THE BARTOLOME DE CASTRO Y. FERRER GRANT, SECTION 38, OF SAID TOWNSHIP AND RANGE, SAID ANGLE POINT BEING THE EXTREME NORTHERLY CORNER OF GOVERNMENT LOT 1, SECTION 32, SAID TOWNSHIP AND RANGE, AND RUN NORTH 50°48'46" EAST, ALONG SAID MEANDER LINE, A DISTANCE OF 1307.64 FEET TO AN ANGLE POINT; RUN THENCE NORTH 20°08'29" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 899.48 FEET TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED UNSURVEYED SECTION 32; RUN THENCE SOUTH 89°21'23" WEST, ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF AFOREMENTIONED UNSURVEYED SECTION 31, A DISTANCE OF 2505.49 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 14, PAGE 72, CURRENT PUBLIC RECORDS OF SAID COUNTY; RUN THENCE SOUTH 07°23'37" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 639.00 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 17°34'37" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1533.66 FEET TO THE NORTHWESTERLY CORNER OF THAT CERTAIN TRACT DESCRIBED IN DEED RECORDED IN DEED BOOK 859, PAGE 40, PUBLIC RECORDS OF SAID COUNTY, RUN THENCE NORTH 89°23'23" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT, A DISTANCE OF 999.28 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT; RUN THENCE SOUTH 00°36'37" EAST, ALONG THE EASTERLY BOUNDARY OF SAID TRACT, A DISTANCE OF 40.59 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH (A 60 FOOT RIGHT OF WAY) AS DESCRIBED IN DEED RECORDED IN DEED BOOK 1353, PAGE 152, PUBLIC RECORDS OF SAID COUNTY; RUN THENCE NORTH 89°27'20" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 122.59 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF AFOREMENTIONED GOVERNMENT LOT 1, SECTION 32; RUN THENCE NORTH 27°41'56" WEST, ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 225.83 FEET TO THE MOST WESTERLY CORNER OF SAID GOVERNMENT LOT; RUN THENCE NORTH 40°16'18" EAST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID GOVERNMENT LOT, A DISTANCE OF 369.56 FEET TO THE POINT OF BEGINNING.

PARCEL K: (FEE)

A PART OF CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 23, BLOCK 1, PINE GROVE UNIT NO. 4, AS RECORDED IN PLAT BOOK 19, PAGES 44 AND 44A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00 DEGREES 31 MINUTES 37 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 23, A DISTANCE OF 100.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 23, SAID SOUTHWESTERLY CORNER BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF 6TH AVENUE NORTH, AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY, WITH THE WESTERLY RIGHT OF WAY LINE OF NORTH 19TH STREET AS NOW ESTABLISHED AS AN 80 FOOT RIGHT

OF WAY, ALL AS SHOWN ON THE AFOREMENTIONED PLAT OF PINE GROVE NO. 4, SAID POINT BEING A POINT OF CURVE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2607.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, A CHORD BEARING OF SOUTH 07 DEGREES 03 MINUTES 53 SECONDS EAST, AND A CHORD DISTANCE OF 587.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13 DEGREES 32 MINUTES 18 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 241.40 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2603.40 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, A CHORD BEARING OF SOUTH 07 DEGREES 30 MINUTES 03 SECONDS EAST, AND A CHORD DISTANCE OF 547.65 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH, AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY; THENCE SOUTH 89 DEGREES 27 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 435.48 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF 20TH STREET NORTH, AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH 00 DEGREES 32 MINUTES 40 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 182.20 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH EXTENSION, AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE SOUTH 89 DEGREES 27 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 793.60 FEET; THENCE NORTH 36 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 97.94 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 20 SECONDS WEST, A DISTANCE OF 73.83 FEET TO THE WESTERLY LINE OF THE AFOREMENTIONED CASTRO Y. FERRER GRANT; THENCE NORTH 36 DEGREES 11 MINUTES 22 SECONDS WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH EXTENSION AND ALONG SAID WESTERLY LINE OF THE CASTRO Y. FERRER GRANT, A DISTANCE OF 591.44 FEET TO THE NORTHWESTERLY CORNER OF SAID CASTRO Y. FERRER GRANT; THENCE NORTH 50 DEGREES 48 MINUTES 46 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID CASTRO Y. FERRER GRANT, A DISTANCE OF 1154.25 FEET TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF FISHER'S PLAT AS RECORDED IN PLAT BOOK 38, PAGE 35, AZALEA ACRES UNIT THREE AS RECORDED IN PLAT BOOK 38, PAGE 82, AND AZALEA ACRES AS RECORDED IN PLAT BOOK 31, PAGE 87, ALL OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89 DEGREES 28 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY LINES AND ITS WESTERLY PROLONGATION, A DISTANCE OF 615.77 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION FALLING WITH THE PLAT OF MARINA COVE RECORDED IN PLAT BOOK 56, PAGE 3, IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PARCELS A, B, C, C-1, D, E, F, H, I, L, N AND O: (FEE)

A PART OF SURVEYED SECTION 32, UNSURVEYED SECTION 32, AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 27°41'56" WEST, ALONG THE WESTERLY LINE OF SURVEYED SECTION 32 AND ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE RUN SOUTH 89°27'20" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT-OF-WAY, A DISTANCE OF 755.58 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 1060, PAGE 276 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 00°32'40" WEST A DISTANCE OF 100 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1060, PAGE 276; THENCE RUN SOUTH 89°27'20" WEST A DISTANCE OF 634.82 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS NOW ESTABLISHED AS A 500 FOOT RIGHT-OF-WAY AND AS RECORDED IN PLAT BOOK 14, PAGES 65 THROUGH 74 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 01°03'40" WEST ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY A DISTANCE OF 250 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY RUN NORTH 89°27'20" EAST A DISTANCE OF 925.90 FEET TO A POINT; THENCE RUN NORTH A DISTANCE OF 249.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH (AS NOW ESTABLISHED AS A 60 FOOT RIGHT-OF-WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA); THENCE RUN NORTH 89°27'20" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH A DISTANCE

OF 654.72 FEET TO A POINT ON THE WESTERLY LINE OF SAID SURVEYED SECTION 32 WHERE SAID RIGHT-OF-WAY LINE TURNS TO THE SOUTHEAST; THENCE RUN SOUTH 36°11'22" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH (BEING ALSO THE WESTERLY LINE OF SURVEYED SECTION 32) A DISTANCE OF 97.94 FEET TO A POINT WHERE SAID RIGHT-OF-WAY LINE TURNS TO THE EAST; THENCE RUN NORTH 89°27'20" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH A DISTANCE OF 664.40 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2539, PAGE 1035, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN SOUTH 00°32'40" EAST ALONG THE WESTERLY BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 2539, PAGE 1035, OFFICIAL RECORDS VOLUME 3420, PAGE 686, OFFICIAL RECORDS VOLUME 740, PAGE 278 AND OFFICIAL RECORDS VOLUME 3033, PAGE 950, A DISTANCE OF 370 FEET TO A POINT LYING AT THE SOUTHWEST CORNER OF THE LANDS DESCRIBED AT OFFICIAL RECORDS VOLUME 3033, PAGE 950, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 89°27'20" EAST ALONG THE SOUTHERLY BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 3033, PAGE 950 A DISTANCE OF 100 FEET MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY LINE OF 20TH STREET NORTH (A 60 FOOT RIGHT-OF-WAY; THENCE RUN SOUTH 00°32'40" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 20TH STREET NORTH A DISTANCE OF 249.88 FEET MORE OR LESS TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 20TH STREET NORTH WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH BOULEVARD (A 200 FOOT RIGHT-OF-WAY); THENCE RUN SOUTH 89°27'20" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF BEACH BOULEVARD A DISTANCE OF 958.11 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS AS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32 SAID TOWNSHIP AND RANGE AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°27'20" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 704.33 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 67.00 FEET; THENCE SOUTH 89°50'14" EAST, A DISTANCE OF 243.02 FEET; THENCE NORTH 04°00'30" WEST, A DISTANCE OF 36.07 FEET; THENCE NORTH 89°27'20" EAST, A DISTANCE OF 463.51 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD AND THE POINT OF BEGINNING.

PARCEL "B"

A PART OF THE SUBMERGED LANDS OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32 SAID TOWNSHIP AND RANGE AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100 FEET TO SAID WESTERLY LINE OF SURVEYED SECTION 32; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 415.51 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 924.54 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY, AS NOW ESTABLISHED AS A 500 FOOT RIGHT OF WAY AND AS RECORDED IN PLAT BOOK 14, PAGES 65-74 OF SAID PUBLIC RECORDS; THENCE NORTH 01°03'40" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 89°27'20" EAST DEPARTING FROM SAID EASTERLY LINE, A DISTANCE OF 925.90 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL "C"

A PART OF SURVEYED SECTION 32 AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET; THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 366.88 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00°32'40" WEST, A DISTANCE OF 133.09 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 348.73 FEET THENCE NORTH 00°32'40" WEST, A DISTANCE OF 119.91 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SECOND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 469.40 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 253.00 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 140.68 FEET TO THE POINT OF BEGINNING.

PARCEL "C-1"

A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32 OF SAID TOWNSHIP 2 SOUTH, RANGE 29 EAST AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET; THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.94 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00°32'40" WEST, A DISTANCE OF 56.94 FEET; THENCE NORTH 89°27'20" EAST, A DISTANCE OF 140.68 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 253.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SECOND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 175.00 FEET TO THE NORTHWESTERLY CORNER OF THE LANDS AS DESCRIBED IN O.R. VOLUME 2539, PAGE 1035 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°32'40" EAST, ALONG THE WESTERLY LINE OF SAID LANDS AND ALONG THE WESTERLY LINE OF THE LANDS AS DESCRIBED O.R. VOLUME 3420, PAGE 686 AND O.R. VOLUME 740, PAGE 278 OF SAID PUBLIC RECORDS, A DISTANCE OF 309.94 FEET; THENCE SOUTH 89°27'20" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 315.68 FEET TO THE POINT OF BEGINNING.

PARCEL "D"

A PART OF SURVEYED SECTION 32 AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 89°27'20" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.94 FEET; THENCE NORTH 89°27'20" EAST, A DISTANCE OF 315.68 FEET TO THE WESTERLY LINE OF THE LANDS AS DESCRIBED IN O.R. VOLUME 740, PAGE 278 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY THENCE SOUTH 00°32'40" EAST, ALONG THE WESTERLY LINE OF SAID LANDS AND ALONG THE WESTERLY LINE OF THE LANDS AS DESCRIBED IN O.R. VOLUME 3033, PAGE 950, O.R. VOLUME 4945, PAGE 31 AND O.R. VOLUME 2098, PAGE 550, A DISTANCE OF 309.94 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD; THENCE SOUTH 89°27'20" WEST; ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 315.68 FEET TO THE POINT OF BEGINNING.

PARCEL "E"

A PART OF UNSURVEYED SECTION 32, A PART OF SURVEYED SECTION 32 AND A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, ALL IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 WITH THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO SAID WESTERLY LINE, A DISTANCE OF 645.00 FEET; THENCE 00°32'40" EAST, A DISTANCE OF 199.97 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD; THENCE SOUTH 89°27'20" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 542.43 FEET TO THE POINT OF BEGINNING.

PARCEL "F"

A PART OF SURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°27'20" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 495.41 FEET TO THE WESTERLY LINE OF THE CASTRO Y. FERRER GRANT; THENCE SOUTH 36°11'22" EAST ALONG SAID WESTERLY LINE AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 2ND AVENUE NORTH, A DISTANCE OF 97.94 FEET; THENCE SOUTH 00°32'40" EAST, DEPARTING FROM SAID WESTERLY LINE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 119.91 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 450.15 FEET TO THE AFOREMENTIONED WESTERLY LINE OF SURVEYED SECTION 32; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 224.21 FEET TO THE POINT OF BEGINNING.

PARCEL "H"

A PART OF SURVEYED SECTION 32 AND SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29, EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SURVEYED SECTION 32 AND THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°27'20" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 11.24 FEET; THENCE SOUTH 27°41'56" EAST A DISTANCE OF 212.96 FEET; THENCE NORTH 89°27'20" EAST A DISTANCE OF 802.77 FEET; THENCE SOUTH 00°32'40" EAST A DISTANCE OF 320.00 FEET; THENCE SOUTH 89°27'20" WEST A DISTANCE OF 655.00 FEET; THENCE NORTH 00°32'40" WEST A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY LINE OF AFOREMENTIONED SURVEYED SECTION 32; THENCE NORTH 27°41'56" WEST ALONG SAID WESTERLY LINE OF SURVEYED SECTION 32 A DISTANCE OF 561.36 FEET TO THE POINT OF BEGINNING.

(See notation at end of exhibit regarding overlap and adjustment to acreage.)

PARCEL "I"

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32, SAID TOWNSHIP AND RANGE WITH THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST, ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH

BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 415.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°27'20" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 04°00'30" EAST, A DISTANCE OF 36.07 FEET; THENCE NORTH 89°50'14" WEST, A DISTANCE OF 243.02 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 634.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY AS NOW ESTABLISHED AS A 500 FOOT RIGHT OF WAY AND AS RECORDED IN PLAT BOOK 14, PAGES 65-74 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 01°03'40" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE. A DISTANCE OF 100 FEET; THENCE NORTH 89°27'20" EAST, DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 924.54 FEET; THENCE SOUTH 00°32'40" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL "L"

A PART OF THE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF 20TH STREET NORTH (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89°27'20" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET; THENCE NORTH 00°32'40" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE A DISTANCE OF 249.88 FEET; THENCE NORTH 89°27'20" EAST A DISTANCE OF 100.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF 20TH STREET NORTH; THENCE SOUTH 00°32'40" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 249.88 FEET TO THE POINT OF BEGINNING.

PARCEL "N"

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID UNSURVEYED SECTION 32 AND THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND AS RECORDED IN DEED BOOK 1353, PAGE 148 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 27°41'56" EAST ALONG SAID EASTERLY LINE OF UNSURVEYED SECTION 32, A DISTANCE OF 561.36 FEET TO THE INTERSECTION WITH A LINE 300 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF BEACH BOULEVARD (STATE ROAD NO. 212); THENCE SOUTH 89°27'20" WEST, ALONG SAID LINE, A DISTANCE OF 415.51 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 499.49 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE NORTH 89°27'20" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 159.31 FEET TO THE POINT OF BEGINNING.

PARCEL "O"

A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SURVEYED SECTION 32, SAID TOWNSHIP AND RANGE AND THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 27°41'56" WEST ALONG SAID WESTERLY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, A DISTANCE OF 112.37 FEET; THENCE SOUTH 89°27'20" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF BEACH BOULEVARD, AS NOW ESTABLISHED AS A 400 FOOT RIGHT OF WAY, A DISTANCE OF 51.25 FEET; THENCE NORTH 00°32'40" WEST, A DISTANCE OF 100.00 FEET TO SAID WESTERLY LINE OF SURVEYED SECTION 32; THENCE SOUTH 89°27'20" WEST, A DISTANCE OF 463.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°00'30" EAST, A DISTANCE OF 36.07 FEET; THENCE NORTH 89°50'14" WEST, A DISTANCE OF 243.02 FEET; THENCE NORTH 00°32'40" WEST, A

DISTANCE OF 33.00 FEET; THENCE NORTH $89^{\circ}27'20''$ EAST, A DISTANCE OF 240.82 FEET TO THE POINT OF BEGINNING.

(NOTE: The legal description of Parcel H overlaps portions of Parcels C, C-1, D, E and F, so that the total acreage conveyed is less than the sum of the acreage of the individual parcels.)

CONCEPTUAL SITE PLAN

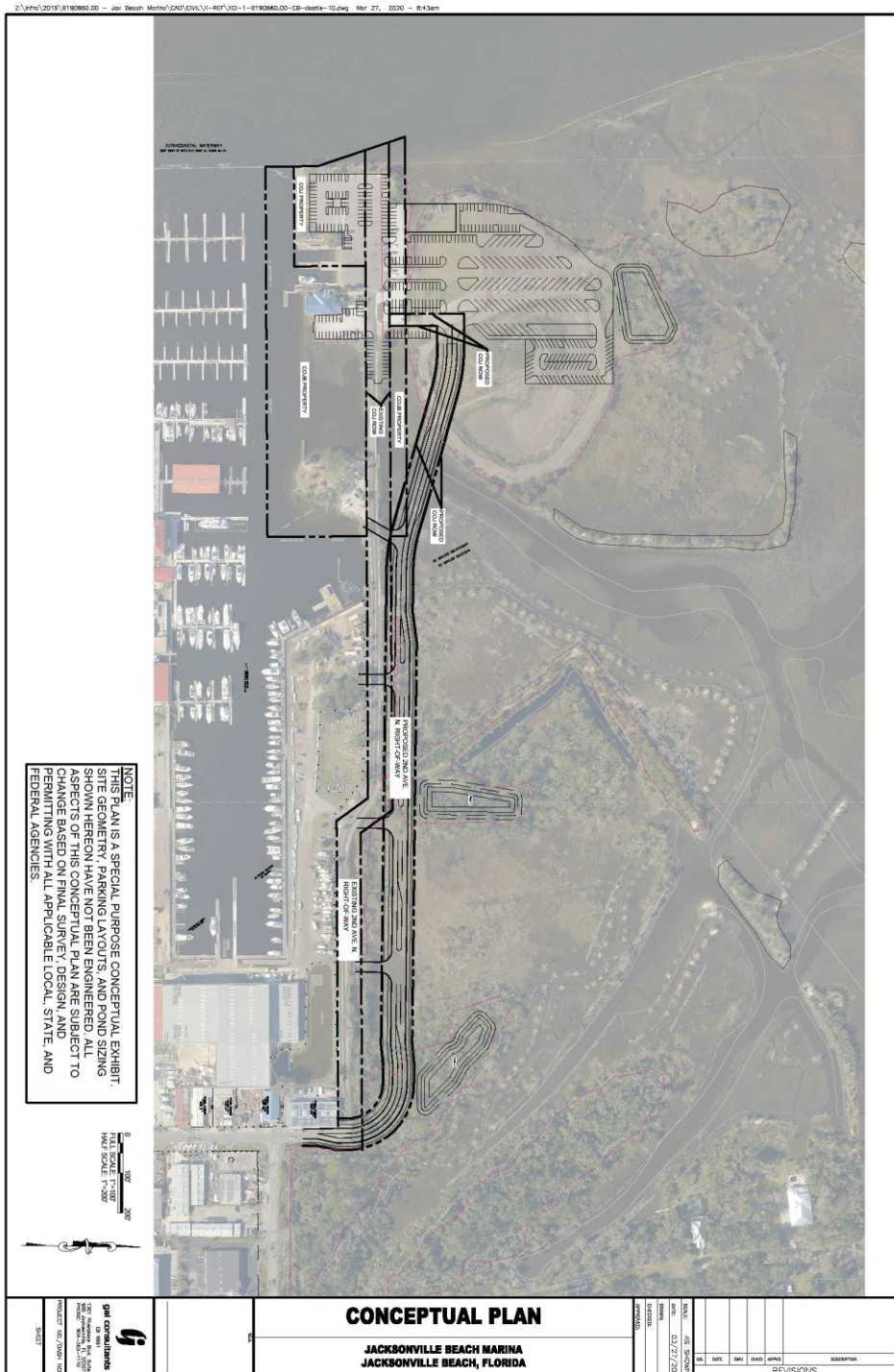


EXHIBIT “C”

WINDWARD’S REPRESENTATIONS AND WARRANTIES

1. Authority. Windward has full power and authority to enter into and perform this Agreement in accordance with its terms without obtaining the consent or approval of any third parties whatsoever.
2. Validity. This Agreement constitutes the valid, binding and enforceable agreement of Windward.
3. Voluntary. This Agreement is voluntarily entered into in consideration of the benefits to and rights of the parties.

EXHIBIT “D”

CITY REPRESENTATIONS AND WARRANTIES

1. Authority. COJB or Jacksonville, as applicable, has full power and authority to enter into and perform this Agreement in accordance with its terms.
2. Authorization and Validity of this Agreement. This Agreement:
 - a. has been duly authorized by COJB or Jacksonville, as applicable, and constitutes a valid, binding and enforceable contract of COJB or Jacksonville, as applicable, having been previously approved by COJB’s or Jacksonville’s, as applicable, City Council and signed by the Mayor of COJB or Jacksonville, as applicable;
 - b. has been the subject of two (2) public hearings conducted by the City Council of COJB, as required by the COJB Code.
 - c. has conducted the required two (2) public hearings before _____ and full City Council of Jacksonville, as required by law.
 - d. to the best of its knowledge without investigation, complies with all requirements of law applicable to COJB or Jacksonville, as applicable;
 - e. to the best of its knowledge without investigation, does not violate any other agreement to which COJB or Jacksonville, as applicable, is a party, the Constitution of the State of Florida, or any charter provision, statute, rule, ordinance, judgment or other requirement of law to which COJB or Jacksonville, as applicable, is subject; and

EXHIBIT “E”

CONCEPTUAL MAP OF REQUIRED LAND USE AMENDMENTS

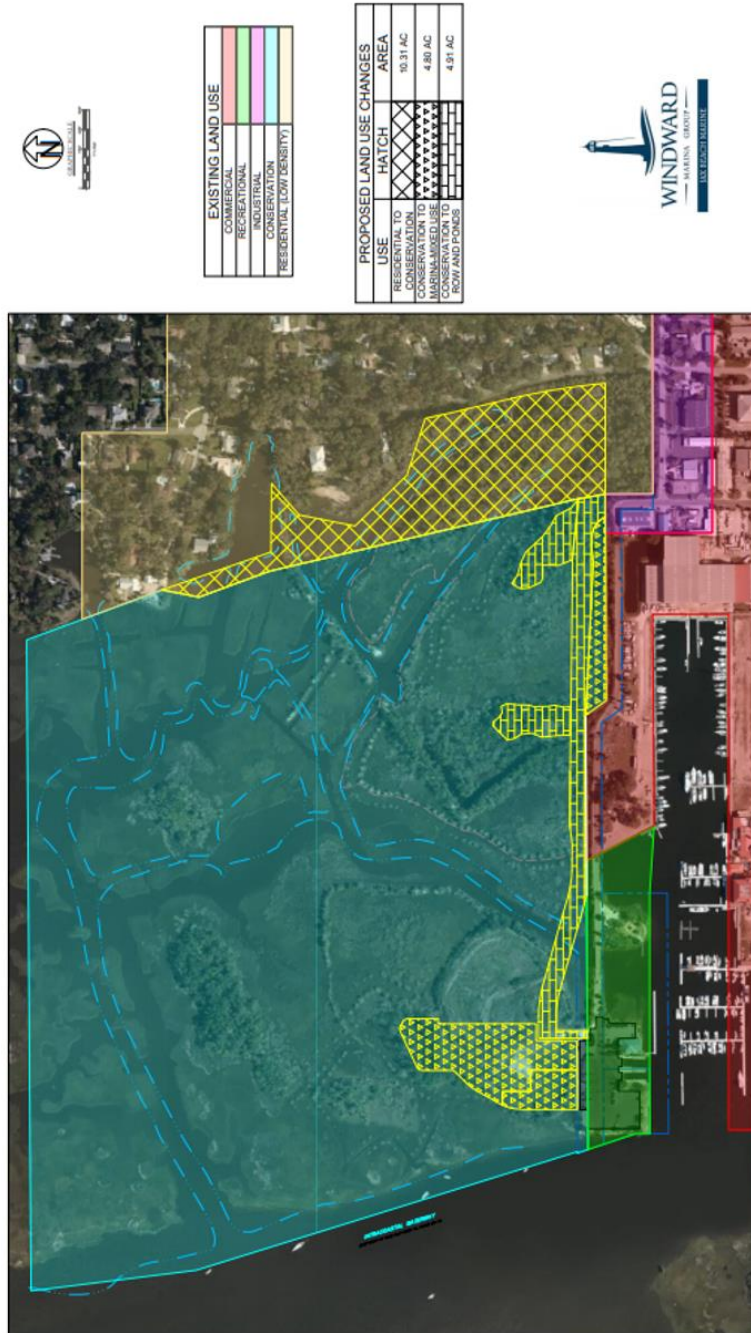


EXHIBIT “F”

CONCEPTUAL MAP OF PROPERTY TO BE CONVEYED BY COJB



EXHIBIT “G”

DEED OF DEDICATION FOR ROW PARCEL

This instrument prepared by
and return to:

John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

Parcel Identification No.: portions of _____ - _____

DEED OF DEDICATION

THIS DEED OF DEDICATION made and given this _____ day of _____, 2022, by **WINDWARD JACKSONVILLE BEACH OWNER, LLC**, a Delaware limited liability company, whose offices are located at _____ ("**Grantor**") to **CITY OF JACKSONVILLE**, a Florida municipal corporation whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the acceptance of this dedication by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, dedicated, given and conveyed to Grantee, its heirs, successors and assigns forever, the following described land situate, lying and being in Jacksonville, Duval County, Florida, together with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining, to-wit:

See on **Exhibit “A”** attached hereto and made a part hereof (the "**Property**").

This conveyance and dedication is made subject to the matters set forth on **Exhibit “B”** attached hereto (the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns in fee simple forever. It is understood and agreed that Grantee shall use said real estate in the construction, improvement, reconstruction and maintenance, either above or below the surface of the ground, of a public right-of-way or any other public purposes.

Except as set forth in the Permitted Encumbrances, Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

**WINDWARD JACKSONVILLE BEACH
OWNER, LLC**, a Delaware limited liability
company

Signature of Witness

Print Name: _____

By: WINDWARD JACKSONVILLE BEACH
MANAGER, LLC, Delaware limited liability
company, its Manager

Signature of Witness

Print Name _____

By: _____

Print Name: _____

Its: _____

State of Florida)
)ss.
County of Duval)

The foregoing instrument was acknowledged before me by means of ___ physical presence
or ___ online notarization, this _____ day of _____, 2022 by
_____, the _____ of
Windward Jacksonville Beach Manager, LLC, a Delaware limited liability company, the manager
of Windward Jacksonville Beach Owner, LLC, a Delaware limited liability company, on behalf of
the company. He is personally known to me or has produced
_____ as identification.

(NOTARY SEAL)

(Notary Signature)

(Notary Name Printed)

NOTARY PUBLIC

Commission No. _____

EXHIBIT “A”

PROPERTY

(To be inserted after confirmation by survey)

EXHIBIT “B”

Permitted Encumbrances

(To be inserted after review of title commitment and survey)

EXHIBIT “H”

SPECIAL WARRANTY DEED FOR CONVEYANCE OF UNDEVELOPED PROPERTY

Prepared by and return to:

John Sawyer, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street Suite 480
Jacksonville, FL 32202

Parcel Identification No.: a portion of _____ - _____

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this _____ day of _____, 2022 by **WINDWARD JACKSONVILLE BEACH OWNER, LLC**, a Delaware limited liability company, whose offices are located at 2999 NE 191st Street, Suite 800, Aventura, Florida 33180 (“Grantor”), to **CITY OF JACKSONVILLE**, a municipal corporation (“Grantee”), whose business address is c/o Office of General Counsel Government Operations Department, 117 West Duval Street Suite 480, Jacksonville, FL 32202.

WITNESSETH: Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situated in Duval County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”), subject to the permitted encumbrances disclosed on Exhibit B attached hereto and by this reference made a part hereof (the “Permitted Encumbrances”).

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, except as set forth in the Permitted Encumbrances, Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

**WINDWARD JACKSONVILLE BEACH
OWNER, LLC**, a Delaware limited liability
company

Signature of Witness

Print Name: _____

By: WINDWARD JACKSONVILLE BEACH
MANAGER, LLC, Delaware limited liability
company, its Manager

Signature of Witness

Print Name _____

By: _____

Print Name: _____

Its: _____

State of Florida)
)ss.
County of Duval)

The foregoing instrument was acknowledged before me by means of ___ physical presence
or ___ online notarization, this _____ day of _____, 2022 by
_____, the _____ of
Windward Jacksonville Beach Manager, LLC, a Delaware limited liability company, the manager
of Windward Jacksonville Beach Owner, LLC, a Delaware limited liability company, on behalf of
the company. He is personally known to me or has produced
_____ as identification.

(NOTARY SEAL)

(Notary Signature)

(Notary Name Printed)

NOTARY PUBLIC

Commission No. _____

EXHIBIT A

Legal Description of the Property

(To be inserted after confirmation by survey)

EXHIBIT B

Permitted Exceptions

(To be inserted after review of title commitment and survey)

EXHIBIT "I"

QUITCLAIM DEED FOR CONVEYANCE OF COJB ROW PARCELS

Prepared by and return to:

John Sawyer, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street Suite 480
Jacksonville, FL 32202

Parcel Identification No.: a portion of _____ - _____

QUITCLAIM DEED

This Quitclaim Deed ("Deed") is made this _____ day of February, 2022, between the **CITY OF JACKSONVILLE BEACH**, a municipal corporation of the State of Florida, whose business address is City Hall, First Floor, 11 North Third Street, Jacksonville Beach, Florida 32250 ("Grantor"), and **CITY OF JACKSONVILLE**, a Florida municipal corporation whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("Grantee")

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Duval, State of Florida, described on **Exhibit A** attached hereto and incorporated herein by this reference. (the "Property").

TO HAVE AND HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever. This deed does release any rights of entry Grantor may have to the Property for phosphate, minerals, metals and petroleum.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF JACKSONVILLE BEACH,
FLORIDA

Print Name:_____

By: _____
Christine Hoffman, Mayor

By: _____
Mike Staffopoulous, City Manager

Print Name:_____

Attest: _____

City Clerk

[Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Christine Hoffman, as Mayor, and Mike Staffopoulous, as City Manager, of the City of Jacksonville Beach, Florida, a municipal corporation. They are () personally known to me or () have produced _____ as identification.

Notary Public
My commission expires:

FORM APPROVED:

Office of the General Counsel

Exhibit A to Quitclaim Deed

EXHIBIT “J”

Temporary Construction Easement
(Boating and Parking Improvements)

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Chief, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “Easement Agreement”) is made as of _____, 2022, by and between the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida, whose mailing address is c/o Department of Public Works, 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202, hereinafter called the Grantor, to **WINDWARD JACKSONVILLE BEACH OWNER, LLC**, a Delaware limited liability company, whose address is 2999 NE 191st Street, Suite 800, Aventura, Florida 33180, hereinafter called the Grantee.

WITNESSETH: in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns a temporary, non-exclusive easement for the purposes of constructing and installing the Boating and Parking Improvements (as such term is defined in that certain Development Agreement among Grantor, Grantee and the City of Jacksonville Beach dated _____, 2022 (the “Development Agreement”)), to be undertaken by Grantee on, over, under, through, and across the following described land in Duval County, Florida:

See Exhibit A attached hereto and incorporated herein (the “Easement Premises”).

2. Term of Easement. This Easement Agreement shall automatically expire and terminate upon the earlier of: (x) completion of the Boating and Parking Improvements, (y) abandonment of the Boating and Parking Improvements by Grantee, or (z) one (1) year after the

date of commencement of the Boating and Parking Improvements, subject to any extension authorized by the Development Agreement; provided however that upon the written request of the Grantor or Grantee following completion of the Boating and Parking Improvements, Grantee and Grantor shall execute and deliver for recordation a termination of this Easement Agreement.

3. Indemnification. Grantee hereby agrees to, and to cause its third party contractors performing work on the Project to (with the City named as intended third-party beneficiary), indemnify, defend and save Grantor and its members, officers, employees, agents, successors-in-interest and assigns (the "Indemnified Parties") harmless from and against any and all claims, action, losses, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorneys' fees and court costs) arising out of injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by exercise by Grantee or its successors, assigns, contractors, employees, representatives, directors, officers, invitees or agents of the easement rights hereunder granted, except to the extent such injury or death to persons or damage to or loss of property shall have been caused by the negligence or intentional misconduct of the Indemnified Parties. The provisions of this paragraph shall survive termination of this Easement Agreement for a period of five (5) years.

4. Insurance. See Exhibit B attached hereto and incorporated herein by this reference for the insurance requirements of Grantee.

5. Successors and Assigns. The burdens of this Easement Agreement shall run with title to the Easement Premises, and all benefits and rights granted hereunder shall be appurtenant to the interest of the parties hereto. This Easement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Use; Compliance with Laws. Subject to the provisions hereof, Grantee shall have the right to use the Easement Premises for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor's sole discretion). Grantor shall continue to enjoy the use of the Easement Premises for any and all purposes not inconsistent with Grantee's rights hereunder. Grantee shall comply with all laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Premises, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Premises, or any part thereof.

7. Severability. The invalidity of any provision contained in this Easement Agreement shall not affect the remaining portions of this Easement Agreement, provided that such remaining portions remain consistent with the intent of this Easement Agreement and do not violate Florida law, which law shall govern this Easement Agreement.

8. Construction. The parties acknowledge that each party has reviewed and revised this Easement Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement Agreement.

9. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

To Grantor:	John Pappas Department of Public Works Ed Ball Building 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202
With a copy to:	Office of General Counsel 117 West Duval Street, Suite 480 Jacksonville, Florida 32202 Attn: Corporation Secretary
To Grantee:	Windward Jacksonville Beach Owner, LLC 2999 NE 191 st Street, Suite 800 Aventura, Florida 33180
with a copy to:	T.R. Hainline, Jr., Esq. Rogers Towers, P.A. 1301 Riverplace Boulevard, Suite 1500 Jacksonville, Florida 32207

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

10. Modification and Waiver. This Agreement shall not be modified or amended and no waiver of any provision shall be effective unless set forth in writing and signed by both parties.

11. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in Duval County, Florida, either in the State or Federal courts. Both parties hereby waive any objections to the laying of venue in any such courts.

12. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

13. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed these presents to be effective the day and year first written above.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

Lenny Curry, Mayor

Form Approved:

By: _____
Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

**WINDWARD JACKSONVILLE BEACH
OWNER, LLC**, a Delaware limited liability
company

By: WINDWARD JACKSONVILLE BEACH
MANAGER, LLC, Delaware limited liability
company, its Manager

By: _____
Print Name: _____
Its: _____

State of Florida)
)ss.
County of Duval)

The foregoing instrument was acknowledged before me by means of ___ physical presence
or ___ online notarization, this _____ day of _____, 2022 by
_____, the _____ of
Windward Jacksonville Beach Manager, LLC, a Delaware limited liability company, the manager
of Windward Jacksonville Beach Owner, LLC, a Delaware limited liability company, on behalf of
the company. He is personally known to me or has produced
_____ as identification.

(NOTARY SEAL)

(Notary Signature)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

EXHIBIT A to Temporary Construction Easement

Legal Description to be added after survey.

EXHIBIT B to Temporary Construction Easement

Grantee Insurance Requirements

Without limiting its liability under this Easement Agreement, Grantee shall procure prior to commencement of work and maintain (or cause to be maintained, as applicable) at its sole expense during the life of this Easement Agreement (and Grantee shall require its, contractor, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Grantee (and, to the extent they are not otherwise insured, its contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/ Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Grantee will require Contractor to continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the project. The amount of products/completed operations coverage maintained during the three year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Easement Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability \$1,000,000 per Claim
\$2,000,000 Aggregate

Any entity hired to perform professional services as a part of this Easement Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Easement Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk/Installation Floater %100 Completed Value of the Project

Grantee will purchase or cause the General Contractor to purchase Builders Risk/Installation Floater coverage. Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$100,000 deductible for other than water damage, flood, windstorm and hail. For flood, windstorm and hail coverage, the maximum deductible applicable shall be 5% of the completed value of the project. For Water Damage, the maximum deductible applicable shall not exceed \$500,000. Named insured's shall be: Grantee, Contractor, the City, and their respective members, officials, officers, employees and agents, , and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$2,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Easement Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability \$2,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Easement Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Easement Agreement.

Umbrella Liability

\$1,000,000 Each Occurrence/ Aggregate.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy

Additional Insurance Provisions

- A. Certificates of Insurance. Grantee shall provide the Grantor Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- D. Contractors', Subcontractors', and Vendors' insurance shall be primary to Grantees', and Grantee's Insurance shall be Primary with respect to Grantor's insurance or self-insurance. The insurance provided by the Grantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Grantor or any of Grantor's members, officials, officers, employees and agents.
- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Easement Agreement shall remain the sole and exclusive responsibility of the Grantee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Easement Agreement.
- F. Grantee's Insurance Additional Remedy. Compliance with the insurance requirements of this Easement Agreement shall not limit the liability of the Grantee or its Contractors, Subcontractors, employees or agents to the City or others. Any remedy provided to Grantor or Grantor's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Easement Agreement or otherwise.
- G. Waiver/Estoppel. Neither approval by Grantor nor failure to disapprove the insurance furnished by Grantee shall relieve Grantee of Grantee's full responsibility to provide insurance as required under this Easement Agreement.
- H. Certificates of Insurance. Grantee shall provide the Grantor Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of

Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

- I. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- J. Notice. The Grantee shall provide an endorsement issued by the insurer to provide Grantor thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Grantee shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- K. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee under this Easement Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- L. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, Grantor may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that Grantor also be named as an additional insured.
- M. Special Provisions: Prior to executing this Easement Agreement, Grantee shall present this Easement Agreement and Exhibit B to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Easement Agreement, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Grantee.

EXHIBIT “K”

Temporary Construction Easement (Roadway Improvements)

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Chief, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “Easement Agreement”) is made as of _____, 2022, by and between the **WINDWARD JACKSONVILLE BEACH OWNER, LLC**, a Delaware limited liability company, whose address is 2999 NE 191st Street, Suite 800, Aventura, Florida 33180, hereinafter called the Grantor, and **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida, whose mailing address is c/o Department of Public Works, 214 N. Hogan Street, 10th Floor, Jacksonville, Florida 32202, hereinafter called the Grantee.

WITNESSETH: in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns a temporary, unobstructed, non-exclusive easement for the purposes of constructing the Roadway Improvements (as such term is defined in that certain Development Agreement among Grantor, Grantee and the City of Jacksonville Beach dated _____, 2022 (the “Development Agreement”) and certain other work as described in the Development Agreement, to be undertaken by Grantee on, over, under, through, and across the following described land in Duval County, Florida:

See Exhibit A attached hereto and incorporated herein (the “Easement Premises”).

2. Term of Easement. This Easement Agreement shall automatically expire and terminate upon completion of the Roadway Improvements; provided however that upon the written request of the Grantor following completion of the Roadway Improvements and other

work of Grantee as described in the Development Agreement, Grantee and Grantor shall execute and deliver for recordation a termination of this Easement Agreement.

3. Indemnification. Grantee hereby agrees to cause its third party contractors performing work on the Project to (with the City named as intended third-party beneficiary), indemnify, defend and save Grantor and its members, officers, employees, agents, successors-in-interest and assigns (the “Indemnified Parties”) harmless from and against any and all claims, action, losses, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorneys’ fees and court costs) arising out of injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by exercise by Grantee or its successors, assigns, contractors, employees, representatives, directors, officers, invitees or agents of the easement rights hereunder granted, except to the extent such injury or death to persons or damage to or loss of property shall have been caused by the negligence of the Indemnified Parties. The provisions of this paragraph shall survive termination of this Easement Agreement for a period of five (5) years. This indemnity shall not be construed to alter, amend or expand the parameters of Section 768.28, Florida Statutes, as applicable.

4. Insurance. Grantee shall at all times during the term of this Easement Agreement carry and maintain a valid program of self-insurance, authorized by Section 768.28, Florida Statutes. With respect to Grantee’s self-insurance program, liabilities caused by the negligent acts or omissions of Grantee’s employees, or authorized agents shall be subject to the limits of Section 768.28, Florida Statutes. Grantee shall provide Grantor with reasonable evidence of such self-insurance.

5. Successors and Assigns. The burdens of this Easement Agreement shall run with title to the Easement Premises, and all benefits and rights granted hereunder shall be appurtenant to the interest of the parties hereto. This Easement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Use; Compliance with Laws. Subject to the provisions hereof, Grantee shall have the right to use the Easement Premises for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor’s sole discretion); provided, each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental thereto. Grantor shall continue to enjoy the use of the Easement Premises for any and all purposes not inconsistent with Grantee’s rights hereunder so long as the same does not conflict with the operation of and access to the Roadway Improvements. Grantee shall comply with all laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Premises, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Premises, or any part thereof.

7. Severability. The invalidity of any provision contained in this Easement Agreement shall not affect the remaining portions of this Easement Agreement, provided that such remaining portions remain consistent with the intent of this Easement Agreement and do

not violate Florida law, which law shall govern this Easement Agreement.

8. Construction. The parties acknowledge that each party has reviewed and revised this Easement Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement Agreement.

9. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

To Grantor: Windward Jacksonville Beach Owner, LLC
2999 NE 191st Street, Suite 800
Aventura, Florida 33180

with a copy to: T.R. Hainline, Jr., Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

To Grantee: City of Jacksonville
C/O Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

With a copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

10. Modification and Waiver. This Agreement shall not be modified or amended and no waiver of any provision shall be effective unless set forth in writing and signed by both parties.

11. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in Duval County, Florida, either in the State or Federal courts. Both parties hereby waive any objections to the laying of venue in any such courts.

12. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

13. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed these presents to be effective the day and year first written above.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

Lenny Curry, Mayor

Form Approved:

By: _____
Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

**WINDWARD JACKSONVILLE BEACH
OWNER, LLC**, a Delaware limited liability
company

By: WINDWARD JACKSONVILLE BEACH
MANAGER, LLC, Delaware limited liability
company, its Manager

By: _____
Print Name: _____
Its: _____

State of Florida)
)ss.
County of Duval)

The foregoing instrument was acknowledged before me by means of ___ physical presence
or ___ online notarization, this _____ day of _____, 2022 by
_____, the _____ of
Windward Jacksonville Beach Manager, LLC, a Delaware limited liability company, the manager
of Windward Jacksonville Beach Owner, LLC, a Delaware limited liability company, on behalf of
the company. He is personally known to me or has produced
_____ as identification.

(NOTARY SEAL)

(Notary Signature)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	07/08/2022
SUBJECT:	Bid Number 2122-09 Construction of 10th Street South Infrastructure Improvements Phase 1 and Construction Administration Services

BACKGROUND

The construction of 10th Street South Infrastructure Improvements - Phase I was assigned to Waitz and Moye for engineering design. The work consists of furnishing all labor, equipment, and materials required for the roadway construction on 10th Street South. The project limits consist of approximately 3,400 feet of 10th Street South between 12th Ave. South to 5th Ave. South, and approximately 2,600 feet on the Avenues 12th through 5th South between 9th and 10th Street South. The construction includes milling and resurfacing, roadway and drainage demolition, roadway widening and reconstruction, drainage construction, water and sewer infrastructure improvements, curb and gutter construction, sidewalk construction, signing and pavement marking, landscaping and irrigation construction, maintenance of traffic, erosion control and pollution abatement, and all other miscellaneous work not specifically mentioned but necessary to complete the work.

An alternate bid item was utilized to assure the replacement of a 24" effluent force main with an unknown condition. It may be utilized if the 16-20" sewer force main demands priority repair over the 24" effluent force main.

The City's procurement department received four bids for bid number 2122-09. The four bids were between \$6,454,839.63 and \$9,030,015.84. The City assigned engineering firm, Waitz and Moye, and City Staff recommends the approval of United Brothers Development Corp. as the lowest responsible qualified bidder in the amount of \$6,454,839.63 and include a cost contingency for this project in the amount of 15%. Waitz & Moye will provide contract administration services in the amount of \$25,809.41.

The City will provide construction inspection and oversight utilizing internal staffing.

Original Bid Plans click [HERE](#).

Original Bid Specs click [HERE](#).

Addendum 1 click [HERE](#).

Addendum 2 click [HERE](#).

Addendum 3 click [HERE](#).

Addendum 4 click [HERE](#).

Addendum 5 click [HERE](#).



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

Name	Base Bid	Alt #1	Subtotal	Contingency (15%)	Total
United Brothers Development Corp.	\$5,210,263.41	\$1,244,576.22	\$6,454,836.63	\$968,225.60	\$7,423,065.57
Waitz & Moyer (Const. Admin. Services)	\$25,809.41	included	\$25,809.41	\$3,871.41	\$29,680.82
Total					\$7,452,746.39

FINANCIAL IMPACT

The original FY22 CIP budget for this project was \$1,830,000, with \$640,000 from Water/Sewer, \$380,000 from Stormwater, and \$810,000 from General Capital Projects Fund. The cost allocation by funding source is as follows:

United Brothers Development Corp.		Stormwater Fund	Water/Sewer Fund	General Capital Fund	Total
	Before Contingency	\$611,975.49	\$3,426,235.37	\$2,416,628.77	\$6,454,839.63
	Contingency (15%)	\$91,796.32	\$513,935.31	\$362,494.32	\$968,225.94
Waitz & Moyer					
	Before Contingency	\$2,580.94	\$14,195.18	\$9,033.29	\$25,809.41
	Contingency (15%)	\$387.14	\$2,129.27	\$1,355.00	\$3,871.41
	Total	\$706,739.89	\$3,956,495.13	\$2,789,511.38	<u>\$7,452,746.39</u>

The water, sewer, and stormwater components of this project are eligible for American Rescue Plan Act (ARPA) funding. The budgets in accounts 190-00-0000-536-63-536005 (\$4,663,235) and 315-00-0000-541-63-563000 (\$2,789,512) will be amended as part of the year-end budget



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

adjustment.

REQUESTED ACTION

Award/Reject Bid Number 2122-09 to United Brothers Development Corp. for the construction of 10th Street South Infrastructure Improvements Phase 1 in an amount not to exceed \$7,423,066; *and*

Approve/Disapprove an Agreement with Waitz & Moye for Construction Administration services in an amount not to exceed \$29,681

ATTACHMENTS

1. Bid #2122-09 Response Summary
2. BID #2122-09 United Brothers Development Corp. Proposal
3. Waitz & Moye CEI SERVICES
4. Bid Tab Results Signed from Engineer
5. Engineers Recommendation of Award Letter

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

Public Works

Response Summary

Bid No. 2122-09 10th Street South Infrastructure Improvements-Phase 1

Section 00301

Addendum

Vendor	00300 Bid Proposal												00410 Bid Bond	00480 Non-collusion Affidavit	Local Business Tax Receipt	W-9	Qualifications	Notes
	Form	A	B	C	D	E	F	1	2	3	4	5						
Callaway Contracting, Inc.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
MAER Construction	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Petticoat-Schmitt	x	x	x	x	x	x	x	x	x	x	x	x	x	x	a	x	x	
United Brothers	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	

Legend:

a - Not provided

SECTION 00410
BID BOND

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, United Brothers Development Corporation as Principal, and Liberty Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Jacksonville Beach as City in the penal sum of, (5 percent of the Contract Bid) Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the City of Jacksonville Beach, **CITY BID NUMBER: 2122-09 10TH STREET SOUTH INFRASTRUCTURE IMPROVEMENTS-PHASE I** NOW THEREFORE,

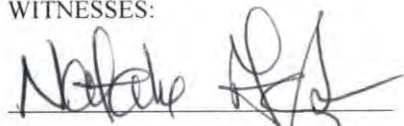
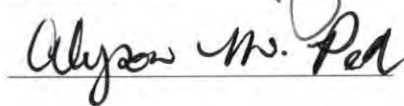
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said principal shall not withdraw said bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 15th day of June, A.D., 2022, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Cityship or Partnership, two (2) Witnesses required.)
(If Corporation, Secretary only will attest and affix seal.)

WITNESSES:

PRINCIPAL:

United Brothers Development Corporation

Name of Firm



Signature of Authorized Officer
(Affix Seal)

Secretary
Title

6924 Distribution Avenue S

Business Address

Jacksonville, FL 32256

City State

SECTION 00410
BID BOND

WITNESS:

Christopher Bouchard

SURETY:

Liberty Mutual Insurance Company

Corporate Surety

Bradford W. Bush
Attorney-in-Fact
(Affix Seal) Bradford W. Bush

175 Berkeley Street

Business Address

Boston, MA 02116

City State



HUB International Florida

Name of Local Insurance Agency

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Secretary Seal)

STATE OF FLORIDA)

SS

COUNTY OF Duval)

Before me, a Notary Public duly commissioned, qualified, and acting, personally appeared Bradford W. Bush to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Liberty Mutual Insurance Company and that he has been authorized by Liberty Mutual Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the City, the City of Jacksonville Beach.

Subscribed and sworn to before me this 15th day of June, 20 22, A.D.

(Attach Power-of-Attorney

to original Bid Bond)

Tina Montanez

Notary Public
State of Florida-at-Large

My Commission Expires:

Tina Montanez
Notary Public, State of Florida
My Comm. Expires 11/15/2024
Commission No. HH 63710

END OF SECTION



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204522-972143**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradford W. Bush, Clarence F. Greene, III, Kyle C. Whitman, Tina Montanez

all of the city of Jacksonville state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of June, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**SECTION 00300
BID PROPOSAL FORM**

ADDENDUM-05

Date: 7-6-2022

Proposal of Bidder: United Brothers Development Corp.

Business Address: 6924 Distribution Avenue S

Jacksonville, Florida 32256

Project Name: **City Bid Number:** **2122-09 10th Street South Infrastructure Improvements-Phase I**

To: City of Jacksonville Beach
Purchasing Department
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient test holes and/or other subsurface investigations to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefor; that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contract Documents and all addenda relating thereto, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Jacksonville Beach, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the City of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten consecutive calendar days after the award of the Contract, the bid guarantee accompanying his bid and the money payable thereon shall be paid to the City as liquidation of damages sustained by the City; otherwise, the bid guarantee shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

The undersigned agrees to accept in full compensation for completion of the project in full compliance with the Contract Documents, the total of the lump sum prices and extended unit prices for the items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the specifications.

Bidder's General Contractor's License No. _____

00300- 1

Bidder United Brothers

City Bid No. 2122-09

SECTION 00300
BID PROPOSAL FORM

ADDENDUM-05

Bidder's Underground Utility License No. CUCO51680

Authorized Company Representative Signature:  Derek H. Dostie

Name and Address of Surety or Sureties who will sign Bonds:

Performance Bond	<u>HUB Group</u>
	<u>10739 Deerwood Park Blvd. S 200</u>
	<u>Jacksonville, Florida 32256</u>
Payment Bond	<u>Same as Above</u>
	<u></u>
	<u></u>

For authorized addition or deletion of quantities of work items to/from those indicated by the contract documents, the above unit prices shall apply.

Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No. 1 Dated: 6-8-2022 Addendum No. 4 Dated: 6-24-2022

Addendum No. 2 Dated: 6-15-2022 Addendum No. 5 Dated: 6-28-2022

Addendum No. 3 Dated: 6-16-2022 Addendum No. Dated:

Bid Document Checklist: The following documents are to be completed, signed, and submitted as part of the Project Bid Proposal Documents. Failure to provide the listed documents may be cause for rejection of the submitted bid.

- ☒ Section 00301-A Subcontractor Listing
- ☒ Section 00301-B Required Disclosure
- ☒ Section 00301-C Letter of Compliance with the Florida Trench Safety Act
- ☒ Section 00301-D Bid Award Notice
- ☒ Section 00301-E Signed Drug-free Workplace Compliance Form
- ☒ Section 00301-F Non-Bankruptcy Affidavit
- ☒ Section 00410 - Bid Bond
- ☒ Section 00480 - Signed Non-collusion Affidavit
- ☒ Copy of Occupational License
- ☒ Completed and Signed W-9 Form – may be obtained online from www.irs.gov
- ☒ Documentation to demonstrate his qualifications to perform the work as required in Section 00200 – Instructions Available to Bidders, Section 1.4 – Qualifications Of Bidders, Paragraph B.

Please check off each document and attach to the Bid Proposal Form.

00300- 2

Bidder United Brothers

**SECTION 00300
BID PROPOSAL FORM**

ADDENDUM-05

10th Street South Infrastructure Improvements-Phase I

ADDENDUM - 5

CITY BID NUMBER: 2122-09

BASE BID TABULATION

ITEM NO.	SEC. 1025 REF.	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
ROADWAY ITEMS						
1	1.04A	ASPHALT CONCRETE, TYPE SP-9.5 (1" THICK)	15510	SY	\$ 10.50	\$ 162,855.00
2	1.04A	ASPHALT CONCRETE, TYPE SP-9.5 (1" THICK)	15510	SY	\$ 11.24	\$ 174,332.40
3	1.04B	6" COMPACTED LIMEROCK OR CRUSHCRETE BASE	15280	SY	\$ 24.23	\$ 370,234.40
4	1.04C	12" STABILIZED SUBGRADE	22005	SY	\$ 9.24	\$ 203,326.20
5	1.04D	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	117	LF	\$ 3.15	\$ 368.55
6		TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24")	340	LF	\$ 26.00	\$ 8,840.00
7		TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	5336	LF	\$ 3.15	\$ 16,808.40
8		CROSSWALK MARKINGS (THERMOPLASTIC) (WHITE) (12")	785	LF	\$ 7.75	\$ 6,083.75
9	1.04E	SINGLE POST SIGN RELOCATE	28	EA	\$ 673.86	\$ 18,868.08
10	1.04G	MILL EXISTING ASPHALT	225	SY	\$ 10.35	\$ 2,328.75
11	1.04H	ADJUST EXIST. MANHOLE FRAME & COVER (CONTINGENCY)	10	EA	\$ 1,661.65	\$ 16,616.50
12	1.04I	ADJUST EXIST. VALVE BOX & COVER (CONTINGENCY)	15	EA	\$ 762.97	\$ 11,444.55
		ROADWAY ITEMS SUBTOTAL				\$ 992,106.28
STORMWATER ITEMS						
13	1.05A	CITY STD. CURB INLET (4'-6' DEPTH)	6	EA	\$ 9,851.45	\$ 59,108.70
14		CITY STD. TYPE "J" MANHOLE	2	EA	\$ 8,832.35	\$ 17,664.70
15		FDOT TYPE 'V' INLET (4'-6' DEPTH)	8	EA	\$ 11,495.32	\$ 91,962.56
16		CITY STD. TYPE 'C' INLET (4'-6' DEPTH)	2	EA	\$ 8,424.04	\$ 16,848.08
17		CONVERT EXISTING INLET TOP TO TYPE 'C' INLET TOP	1	EA	\$ 4,424.04	\$ 4,424.04
18	1.05C	15" PVC STORM DRAIN PIPE	391	LF	\$ 179.82	\$ 70,309.62
19		18" PVC STORM DRAIN PIPE	945	LF	\$ 262.59	\$ 248,147.55
20		24" PVC STORM DRAIN PIPE	45	LF	\$ 379.43	\$ 17,074.35
21		12" X 18" ERCP STORM PIPE	80	LF	\$ 198.49	\$ 15,879.20
22	1.05D	CONNECT PROP. 15" PVC TO EXIST. INLET	3	EA	\$ 4,476.99	\$ 13,430.97
23		CONNECT PROP. 18" PVC TO EXIST. INLET	2	EA	\$ 4,476.99	\$ 8,953.98
24		CONNECT PROP. 24" PVC TO EXIST. MANHOLE	1	EA	\$ 5,217.62	\$ 5,217.62
25		CONNECT PROP. 24" PVC TO EXIST. INLET	2	EA	\$ 5,217.62	\$ 10,435.22
26		CONNECT PROP. 12"X18" ERCP TO EXIST. INLET	1	EA	\$ 4,476.99	\$ 4,476.99
27	1.05E	REMOVE EXIST. INLET	2	EA	\$ 2,962.51	\$ 5,925.02
28	1.05F	REMOVE EXIST. STORMWATER PIPE BELOW GRADE	317	LF	\$ 46.11	\$ 14,616.87
		STORMWATER ITEMS SUBTOTAL				\$ 534,705.33
EXCAVATING, BACKFILLING & COMPACTING ITEMS						
29	1.06A	A-3 SAND (CONTINGENCY)	1000	CY	\$ 16.63	\$ 16,630.00
30	1.06B	UNSUITABLE MATERIAL REMOVAL (CONTINGENCY)	1000	CY	\$ 14.05	\$ 14,050.00
30a.	1.06B	UNSUITABLE MATERIAL REMOVAL (7th St. Impacted Soils) (CONTINGENCY)	100	CY	\$ 25.26	\$ 2,526.00
31	1.06C	REGULAR EXCAVATION AND FILL	1	LS	\$ 33,328.27	\$ 33,328.27
		EXCAVATING, BACKFILLING & COMPACTING ITEMS SUBTOTAL				\$ 66,534.27

00300- 3

Bidder United Brothers

**SECTION 00300
BID PROPOSAL FORM**

ADDENDUM-05

10th Street South Infrastructure Improvements-Phase I

ADDENDUM - 5

CITY BID NUMBER: 2122-09

BASE BID TABULATION

ITEM NO.	SEC. 1025 REF.	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
WATER MAIN ITEMS						
32	1.07A	2" COUPLING & CONNECT TO EXIST. 2" WM	1	EA	\$ 2,699.98	\$ 2,699.98
33		6" SLEEVE & CONNECT TO EXIST. 6" WM W/JOINT RESTRAINTS	5	EA	\$ 3,960.90	\$ 19,804.50
34		8" SLEEVE & CONNECT TO EXIST. 8" WM W/JOINT RESTRAINTS	8	EA	\$ 4,509.16	\$ 36,073.28
35		12" SLEEVE & CONNECT TO EXIST. 12" WM W/JOINT RESTRAINTS	1	EA	\$ 5,637.01	\$ 5,637.01
36	1.07B	TRANSFER EXIST. 1" WATER SERVICE	24	EA	\$ 2,310.17	\$ 55,444.08
37		TRANSFER EXIST. 2" WATER SERVICE	1	EA	\$ 5,038.94	\$ 5,038.94
38		TRANSFER EXIST. 6" WATER SERVICE	1	EA	\$ 8,096.56	\$ 8,096.56
39		TRANSFER EXIST. 6" FIRE HYDRANT SERVICE	1	EA	\$ 6,342.20	\$ 6,342.20
40		TRANSFER EXIST. 8" FIRE HYDRANT SERVICE	6	EA	\$ 10,688.47	\$ 64,130.82
41	1.07C	6" GATE VALVE W/ BOX & COVER	6	EA	3,101.92	\$ 18,611.52
42		8" GATE VALVE W/ BOX & COVER	11	EA	\$ 4,210.49	\$ 46,315.39
43		12" GATE VALVE W/ BOX & COVER	6	EA	\$ 6,807.19	\$ 40,843.14
44		1/2" TEMPORARY SAMPLE TAP	7	EA	\$ 1,073.94	\$ 7,517.58
45	1.07D	6" PVC (DR18) WM	1030	LF	\$ 63.62	\$ 65,528.60
46		8" PVC (DR18) WM	1514	LF	\$ 86.27	\$ 130,612.78
47		12" PVC (DR18) WM	1050	LF	\$ 151.22	\$ 158,781.00
48	1.07E	6" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	18	EA	\$ 659.05	\$ 11,862.90
49		8" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	26	EA	\$ 878.57	\$ 22,842.82
50		12" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	12	EA	\$ 1,562.03	\$ 18,744.36
51		12" X 8" DI MJ TEE W/ JOINT RESTRAINTS	4	EA	\$ 2,044.46	\$ 8,177.84
52		12" X 6" DI MJ TEE W/ JOINT RESTRAINTS	1	EA	\$ 1,919.20	\$ 1,919.29
53		8" X 8" DI MJ TEE W/ JOINT RESTRAINTS	1	EA	\$ 1,541.36	\$ 1,541.36
54		8" X 6" DI MJ TEE W/ JOINT RESTRAINTS	5	EA	\$ 1,356.58	\$ 6,782.90
55		12" X 8" DI MJ REDUCER W/ JOINT RESTRAINTS	1	EA	\$ 1,229.18	\$ 1,229.18
56		6" DI MJ CAP TAPPED 2"	1	EA	\$ 598.69	\$ 598.69
57	1.07F	CORROSION COUPON (8" WM)	1	EA	\$ 2,000.00	\$ 2,000.00
58	1.07G	WATER METER REMOVAL & REPLACEMENT (CONTINGENCY)	25	EA	\$ 697.78	\$ 17,444.50
WATER MAIN ITEMS SUBTOTAL						\$ 764,619.13
GRAVITY SEWER ITEMS						
59	1.08A	8" PVC (SDR26) GS (0'-4' DEPTH)	818	LF	\$ 101.61	\$ 83,116.98
60		8" PVC (SDR26) GS (4'-6' DEPTH)	778	LF	\$ 142.93	\$ 111,199.54
61		8" PVC (SDR26) GS (6'-8' DEPTH)	494	LF	\$ 156.43	\$ 77,276.42
62		8" PVC (SDR26) GS (8'-10' DEPTH)	615	LF	\$ 210.22	\$ 129,285.30
63		8" HDPE (Pipe Bursting) (Contingency)	332	LF	\$ 490.39	\$ 162,809.49
64	1.08B	6" SERVICE INCLUDING CONNECTION AT 8" PVC (SDR6) GS	15	EA	\$ 3,551.67	\$ 53,275.05
65	1.08C	6" SERVICE INCLUDING CONNECTION AT MANHOLE	2	EA	\$ 10,812.20	\$ 21,624.40

00300- 4

Bidder United Brothers

**SECTION 00300
BID PROPOSAL FORM**

ADDENDUM-05

10th Street South Infrastructure Improvements-Phase I

ADDENDUM - 5

CITY BID NUMBER: 2122-09

BASE BID TABULATION

ITEM NO.	SEC. 1025 REF.	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
GRAVITY SEWER ITEMS CONT.						
66	1.08D	CONNECT NEW 8" GS TO EXIST. 8" GS	4	EA	\$ 4,559.48	\$ 18,327.92
67	1.08E	24" CIPP LINING	991	LF	\$ 153.69	\$ 152,306.79
68	1.09A	4' DIA. MANHOLE (6'-8' DEPTH) TYPE B	1	EA	\$ 16,156.40	\$ 16,156.40
69		4' DIA. MANHOLE (8'-10' DEPTH) TYPE B	1	EA	\$ 20,386.74	\$ 20,386.74
70		4' DIA. MANHOLE (0'-4' DEPTH) TYPE C	5	EA	\$ 13,899.24	\$ 69,496.20
71		4' DIA. MANHOLE (4'-6' DEPTH) TYPE C	3	EA	\$ 14,266.71	\$ 42,800.13
72		4' DIA. MANHOLE (6'-8' DEPTH) TYPE C	1	EA	\$ 16,925.66	\$ 16,925.66
73	1.09B	LINE EXISTING MANHOLE	1250	SF	\$ 25.00	\$ 31,250.00
74	1.09C	REMOVE MANHOLE BELOW GRADE	10	EA	\$ 2,968.27	\$ 29,682.70
75	1.09D	CONNECT NEW 8" GS TO EXIST. MANHOLE	2	EA	\$ 10,902.24	\$ 21,804.48
76	1.09E	CONNECT EXIST. 6" GS TO NEW MANHOLE	4	EA	\$ 10,902.25	\$ 43,609.00
77		CONNECT EXIST. 8" GS TO NEW MANHOLE	2	EA	\$ 7,032.65	\$ 14,065.30
		GRAVITY SEWER ITEMS SUBTOTAL			\$ 1,115,308.49	
DEMOLITION & ABANDONMENT						
78	1.10B	CUT & PLUG 2" WM W/ 2" CAP, 2" GATE VALVE, & 2" PLUG	1	LF	\$ 1,470.68	\$ 1,470.68
79		CUT & PLUG 6" WM W/ 6" CAP, 2" GATE VALVE, & 2" PLUG	5	LF	\$ 3,547.87	\$ 17,739.35
80		CUT & PLUG 8" WM W/ 8" CAP, 2" GATE VALVE, & 2" PLUG	6	LF	\$ 3,183.26	\$ 19,099.56
81		CUT & PLUG 12" WM W/ 12" CAP, 2" GATE VALVE, & 2" PLUG	1	LF	\$ 5,838.87	\$ 5,838.87
82	1.10C	GROUT FILL EXIST. 2" WM	626	LF	\$ 11.38	\$ 7,123.88
83		GROUT FILL EXIST. 6" WM	344	LF	\$ 14.27	\$ 4,908.88
84		GROUT FILL EXIST. 8" WM	1481	LF	\$ 17.73	\$ 26,258.13
85		GROUT FILL EXIST. 12" WM	1058	LF	\$ 23.10	\$ 24,439.80
86	1.10D	REMOVE 2" WM BELOW GRADE	8	LF	\$ 16.80	\$ 134.40
87		REMOVE 6" WM BELOW GRADE	30	LF	\$ 16.93	\$ 507.90
88		REMOVE 8" WM BELOW GRADE	94	LF	\$ 19.25	\$ 1,809.50
89		REMOVE 12" WM BELOW GRADE	10	LF	\$ 22.40	\$ 224.00
90		REMOVE 6" GRAVITY SEWER BELOW GRADE	391	LF	\$ 16.81	\$ 6,572.71
91		REMOVE 8" GRAVITY SEWER BELOW GRADE	2316	LF	\$ 33.60	\$ 77,817.60
		DEMOLITION & ABANDONMENT ITEMS SUBTOTAL			\$ 193,945.26	
GRASSING & SODDING ITEMS						
92	1.11	SODDING (MATCH EXISTING) EITHER ST. AUGUSTINE OR BERMUDA	1	LS	\$ 298,500.00	\$ 298,500.00
		GRASSING & SODDING ITEMS SUBTOTAL				
PAVEMENT, SIDEWALK, DRIVEWAY, CURB & GUTTER ITEMS						
93	1.12A	MISC. CONCRETE AND SIDEWALK REMOVAL	236	SY	\$ 15.94	\$ 3,761.84
94	1.12B	CONCRETE DRIVEWAY & PAVEMENT REMOVAL	2357	SY	\$ 15.93	\$ 37,547.01

00300- 5

Bidder United Brothers

**SECTION 00300
BID PROPOSAL FORM**

ADDENDUM-05

10th Street South Infrastructure Improvements-Phase I

ADDENDUM - 5

CITY BID NUMBER: 2122-09

BASE BID TABULATION

ITEM NO.	SEC. 1025 REF.	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
PAVEMENT, SIDEWALK, DRIVEWAY, CURB & GUTTER ITEMS CONT.						
95	1.12C	CURB & GUTTER REMOVAL	530	LF	\$ 12.00	\$ 6,360.00
96	1.12D	ASPHALT PAVEMENT & BASE REMOVAL	15695	SY	\$ 3.55	\$ 55,717.25
97	1.12F	6" THICK CONCRETE SIDEWALK WITH FIBER MESH	8	SY	\$ 86.88	\$ 695.04
98	1.12G	MISC. CONCRETE	21	SY	\$ 86.85	\$ 1,823.85
99	1.12H	6" THICK CONCRETE DRIVEWAY & PARKING AREAS WITH FIBER MESH	8660	SY	\$ 75.74	\$ 655,908.40
100	1.12I	CURB & GUTTER (INCL. DROP, MEDIAN & TRANSITIONS)	11815	LF	\$ 25.57	\$ 302,109.55
101	1.12J	VALLEY GUTTER	565	SY	\$ 63.45	\$ 35,849.25
PAVEMENT, SIDEWALK, DRIVEWAY, CURB & GUTTER ITEMS SUBTOTAL						\$ 1,099,772.19
TOTAL PRICE (ITEM NOS. 1-101)						\$ 5,065,490.95
PAYMENT & PERFORMANCE BOND						
102		PAYMENT & PERFORMANCE BOND (1.5% OF SUB-TOTAL)	1	LS		\$ 75,000.00
PAYMENT & PERFORMANCE BOND SUBTOTAL						\$ 75,000.00
TOTAL BASE BID (ITEMS 1-102) =						<u>\$ 5,140,490.95</u>

00300- 6

Bidder United Brothers

**SECTION 00300
BID PROPOSAL FORM**

ADDENDUM-05

10th Street South Infrastructure Improvements-Phase I

CITY BID NUMBER: 2122-09

ALTERNATE BID TABULATION

ALTERNATE BID TABULATION						
ITEM NO.	SEC. 1025 REF.	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
SEWAGE FORCE MAIN (TREATED EFFLUENT) ITEMS						
1A	1.16A	REMOVE 24" FM BELOW GRADE (TREATED EFFLUENT)	1500	LF	\$ 107.97	\$ 161,955.00
2A	1.16B	24" PVC (DR18) FM (TREATED EFFLUENT)	1500	LF	508.63	\$ 762,945.00
3A	1.16C	24" GATE VALVE W/ BOX & COVER	4	EA	\$ 33,394.71	\$ 133,578.84
4A	1.16D	24" 22.5 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	12	EA	\$ 5,554.70	\$ 66,656.40
5A		24" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	12	EA	\$ 5,382.82	\$ 64,593.84
6A	1.16E	CORROSION COUPON (24" TREATED EFFLUENT)	1	EA	\$ 5,000.00	\$ 5,000.00
7A		24" SEEVE AND CONNECTION	2	EA	\$ 15,823.57	\$ 31,647.14
		SEWAGE FORCE MAIN (TREATED EFFLUENT) ITEMS SUBTOTAL			\$ 1,226,376.22	
PAYMENT & PERFORMANCE BOND BASE BID						
8A		PAYMENT & PERFORMANCE BOND (1.5% OF SUB-TOTAL)	1	LS		\$ 18,200.00
		PAYMENT & PERFORMANCE BOND SUBTOTAL			\$ 18,200.00	
		ALTERNATE BID TOTAL (ITEMS 1A-8A)			\$ 1,244,576.22	
TOTAL ALTERATE BID (TOTAL BASE BID + ALTERNATE BID TOTAL) =					\$ 6,385,067.17	

00300- 7

Bidder United Brothers

SECTION 00300A
SCOPE OF SERVICES

- SCOPE:** This project consist of, but not limited to, the following items of work:
- This portion of the project involves the removal and replacement of the existing sanitary sewer collection system, water distribution system, and various roadway and storm water improvements lying within 10th Street South from 12th Avenue South to 5th Avenue South.
- LOCATION:** The job sites are located in Jacksonville Beach, Florida. Description is as follows:
- INTENT:** The intent of this project is to provide the City of Jacksonville Beach with complete and operable systems of roadways, drainage, water main, gravity sewer collection system as called for in the Specification and as shown on the Contract Drawings.

END OF SECTION

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List proposed Subcontractors to be used for this Project regardless of racial or gender grouping in accordance with Section 00200 – Instructions Available To Bidders: Paragraph 1.13 – Submission of Bids. C. Of the City Jacksonville Beach Specifications.

<u>Firm Name</u> <u>Address and</u> <u>Telephone number</u>	<u>Trade</u>	<u>Estimate Dollar Amount</u>
* <u>Civil Concrete</u> <u>Jacksonville, FL</u> <u>904-616-0123</u>	<u>Curb & Flatwork</u>	<u>\$ 883,999.65</u>
* <u>Duval Asphalt</u> <u>Jacksonville, FL</u> <u>904-296-2020</u>	<u>Paving</u>	<u>\$ 299,241.30</u>
* <u>Florida Carter Inc.</u> <u>St Augustine, FL</u> <u>904-262-2402</u>	<u>Grassing & Mulching</u>	<u>\$ 207,112.00</u>
* <u>Alliant Survey</u> <u>Jacksonville, FL</u> <u>904-900-3508</u>	<u>Layout & As Builts</u>	<u>\$ 75,450.00</u>
* <u>Acme Barricades</u> <u>Jacksonville, FL</u> <u>904-781-1950</u>	<u>MOT</u>	<u>\$ 37,500.00</u>
* <u>Isituform CIPP</u> <u>Jacksonville, FL</u> <u>904-262-5802</u>	<u>Pipe Relining</u>	<u>\$ 140,226.50</u>

Project Title: 10th Street South Infrastructure Improvements Phase 1 Bid # 2122-09

Contractor: United Brothers Development Corp

Address: 6924 Distribution Avenue S

City, State: Jacksonville, Florida 32256

*Use additional sheets if necessary. END OF SECTION

**SECTION 00301-B
REQUIRED DISCLOSURE**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

N/A

Signed: 

Title: Secretary

Contractor: United Brothers Development Corp.

END OF SECTION

SECTION 00301-C
LETTER OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT

Date: 6-15-2022

NAME OF BIDDER: United Brothers Development Corp.

TO: City of Jacksonville Beach, OWNER

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

RE: CITY BID NUMBER: 2122-09 10th Street South Infrastructure Improvements-Phase I

GENTLEMEN:

This letter is written to give assurances that as Contractor for the above-noted construction, we will comply with the applicable trench safety standards during the Work of this Contract.

We have considered the costs per linear foot for Trench Safety Measures and the cost per square foot for special shoring requirements, and have incorporated these costs into the various items on the Bid Form.

Consistent with the Florida, "Trench Safety Act", the following are separately-stated components of the various items:

<u>Trench Safety Measure Description</u>	<u>Unit of Price</u>	<u>Quantity</u>	<u>Unit of Price</u>	<u>Amount</u>
A. <u>Open Cut</u>	<u>\$ 2.00</u>	<u>8,260</u>	<u>\$ 2.00</u>	<u>\$ 16,052.00</u>
B. <u>Trench Box</u>	<u>\$ 5.00</u>	<u>6,485</u>	<u>\$ 5.00</u>	<u>\$ 32,425.00</u>
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

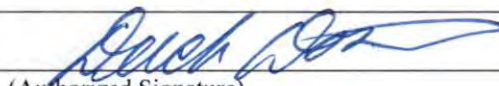
In case quantities for Trench Safety Measures are understated, we shall provide the required quantities paid for by the margin already built into the Contract price, and in case quantities are overstated we will retain the excess amount and add it to changes in our margin. This provision shall in no way affect the Conditions of Contract relating to changes in the work or adjustments for differences between estimated Quantities in the Bid Form and measure-in-place completed work.

In case we subcontract any portion of the Work, which is subject to the "Trench Safety Act", we will be responsible for obtaining cost data and assurances of compliance with applicable trench safety standards from the subcontractor.

NAME OF BIDDER: United Brothers Development Corp.

Sincerely,

United Brothers Development Corp., CONTRACTOR


(Authorized Signature)



City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

SECTION 00301-D BID AWARD NOTICE FORM

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

NOTICE: Items 1 to 6 are to be completed by the Bidder. The Bidder to submit the form to the City along with the Bid Documents.

1. United Brothers Development Corp.
Company Name
2. 6924 Distribution Avenue S
Address Name
3. Jacksonville, Florida 32256
City, State and Zip
4. Attention: Charles Blevins
5. Phone: 904-545-5616 Fax: 904-262-5505
6. E-mail address: Charles@UBD1.com

PLEASE PRINT CLEARLY

Bids were received and awarded for Bid No **2122-09** per attached award memorandum and Bid tabulation sheet(s).

If awarded Bid please do not proceed with any orders or services prior to receiving an official City of Jacksonville Beach Purchase Order.

Thank you for your bid.

Sincerely,

CITY OF JACKSONVILLE BEACH
Luis F. Flores
Property and Procurement Division

Section 00301-E
DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

(Word/Drug Free)

Section 00301-F
NON-BANKRUPTCY AFFIDAVIT

STATE OF Florida)

SS

COUNTY OF Duval)

Derek H. Dostie is an officer and member of the
firm of United Brothers Development Corp., being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of the bid for **CITY BID NUMBER: 2122-09 10TH STREET SOUTH INFRASTRUCTURE IMPROVEMENTS-PHASE I**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this 22 day of June, 20 22 by Derek H. Dostie
(Name of affiant)

(Name of affiant)

Derek H. Dostie

He/She is personally known to me or has produced Known as identification.

Denise M Haller
Signature of Notary

Denise M Haller
Notary's Printed Name

11/26/24
Expiration of Notary's Commission

Affix Seal Here:



Denise M. Haller
Comm. #HH056607
Expires: Nov. 26, 2024
Bonded Thru Aaron Notary

END SECTION

SECTION 00480
NON-COLLUSION AFFIDAVIT

STATE OF) Florida
 SS
COUNTY OF) Duval

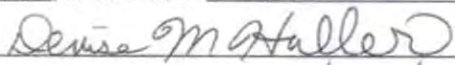
Charles Blevins, being first duly sworn deposes and says that:

1. He (it) is the Project Estimator of the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including his affidavit.

By:  Charles Blevins

Sworn and subscribed to before me this 22 day of June

20 22, in the State of Florida, County of Duval

 Notary Public

My Commission Expires: 11/26/24



Denise M. Haller
Comm. #HH056607
Expires: Nov. 26, 2024
Bonded Thru Aaron Notary

END OF SECTION



UNITBRO-01

BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ASSOCIATES AGENCY, INC.
11470 N 53rd St
Temple Terrace, FL 33617

CONTACT
NAME:
PHONE
(A/C, No, Ext): (813) 988-1234
E-MAIL
ADDRESS: certs@associatesins.com

FAX
(A/C, No): (813) 988-0989

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : National Trust Ins. Co.

20141

INSURER B : FCCI Insurance Co

10178

INSURER C : Navigators Specialty Ins. Co.

INSURER D :

INSURER E :

INSURER F :

INSURED

United Brothers Development Corp.
6924 Distribution Ave S
Jacksonville, FL 32256

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:		GL 100074641 00	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CA 100074643 00	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB 100074645 00	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC0 100074644 00	1/1/2022	1/1/2023	☒ PER STATUTE OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	☒ Pollution Policy		21-013	1/1/2022	1/1/2023	Occ \$1,000,000/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR BIDDING PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DOSTIE, DAVID OLIVER

UNITED BROTHERS DEV CORP
6924 DISTRUBITION AVE S
JACKSONVILLE FL 32256-1554

LICENSE NUMBER: CUC051680

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

UNITED BROTHERS DEVELOPMENT CORPORATION

Filing Information

Document Number G27215
FEI/EIN Number 59-2686577
Date Filed 03/10/1983
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 06/30/1994
Event Effective Date NONE

Principal Address

6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Changed: 01/10/2006

Mailing Address

6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Changed: 02/10/2011

Registered Agent Name & Address

DOSTIE, DAVID O
6924 DISTRIBUTION AVENUE SOUTH
JACKSONVILLE, FL 32256

Name Changed: 10/27/2003

Address Changed: 10/27/2003

Officer/Director Detail

Name & Address

Title P

DOSTIE, DAVID O
6924 DISTRIBUTION AVE., S.
JACKSONVILLE, FL 32256



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

October 12, 2021

UNITED BROTHERS DEVELOPMENT CORPORATION
6924 DISTRIBUTION AVENUE SOUTH
JACKSONVILLE, FLORIDA 32256

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 12/30/2022. However, the new application is due 10/31/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, Underground Utilities (Water & Sewer)

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cg



2020-2021 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2020 through September 30, 2021.

UNITED BROTHERS DEVELOPMENT
CORP
6924 S DISTRIBUTION AVE
JACKSONVILLE, FL 32256-2743

ACCOUNT NUMBER: 28291
BUSINESS NAME: UNITED BROTHERS DEVELOP
PHYSICAL ADDRESS: 6924 S DISTRIBUTION AVE
JACKSONVILLE, FL 32256-2743

CLASSIFICATION CODE: 307001 - CONTRACTOR- ALL TYPES

STATE LICENSE NO: CUC051680

COUNTY TAX: 206.25
MUNICIPAL TAX: 353.38
TOTAL TAX: 559.63

VALID UNTIL September 30, 2021

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-4164807.0001-0001 Y02 10/14/2020 559.63



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

UNITED BROTHERS DEVELOPMENT CORPORATION

Filing Information

Document Number G27215
FEI/EIN Number 59-2686577
Date Filed 03/10/1983
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 06/30/1994
Event Effective Date NONE

Principal Address

6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Changed: 01/10/2006

Mailing Address

6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Changed: 02/10/2011

Registered Agent Name & Address

DOSTIE, DAVID O
6924 DISTRIBUTION AVENUE SOUTH
JACKSONVILLE, FL 32256

Name Changed: 10/27/2003

Address Changed: 10/27/2003

Officer/Director Detail

Name & Address

Title P

DOSTIE, DAVID O
6924 DISTRIBUTION AVE., S.
JACKSONVILLE, FL 32256

Title VP

DOSTIE, HEATHER F
6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Title T

DOSTIE, LANCE A
6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Title S

DOSTIE, DEREK H
6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Annual Reports

Report Year	Filed Date
2017	01/06/2017
2018	02/21/2018
2019	04/16/2019

Document Images

04/16/2019 -- ANNUAL REPORT	View image in PDF format
02/21/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
02/12/2016 -- ANNUAL REPORT	View image in PDF format
02/12/2015 -- ANNUAL REPORT	View image in PDF format
03/26/2014 -- ANNUAL REPORT	View image in PDF format
03/11/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
02/10/2011 -- ANNUAL REPORT	View image in PDF format
01/11/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
01/10/2006 -- ANNUAL REPORT	View image in PDF format
01/21/2005 -- ANNUAL REPORT	View image in PDF format
01/31/2004 -- ANNUAL REPORT	View image in PDF format
10/27/2003 -- Reg. Agent Change	View image in PDF format
10/27/2003 -- Off/Dir Resignation	View image in PDF format
02/26/2003 -- ANNUAL REPORT	View image in PDF format
03/19/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
03/08/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format

6/3/2019

Detail by Entity Name

01/27/1998 -- ANNUAL REPORT	View image in PDF format
01/28/1997 -- ANNUAL REPORT	View image in PDF format
03/26/1996 -- ANNUAL REPORT	View image in PDF format
05/31/1995 -- ANNUAL REPORT	View image in PDF format
02/27/1995 -- ANNUAL REPORT	View image in PDF format

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. United Brothers Development Corp.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 6924 Distribution Avenue S	Requester's name and address (optional)
	6 City, state, and ZIP code Jacksonville, Florida 32256	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
5	9	-	2	6	8	6	5	7	7	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

David Dostie

Date ▶ 6-15-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

United Brothers Development Corp.
History of Projects

Project Name	Owner	Engineer/Owner	Representative	Rep. Phone Number	Contract Value	Completion Date
VyStar Credit Union St Augustine Branch Office	New VyStar Credit Union	Dana B. Kenyon	Tom White	(904) 777-0833	\$ 486,560.00	4/5/17
St Vincents - North St John Site & Utility work for Hospital	Ascension Health	Brasfield & Gorrie	Lynn Jones	(205) 531-7399	\$ 600,578.00	10/31/17
Charter School of Mandarin P 2 New site development for School	Summit Construction Group	Prosser Inc.	Dave Ebright	(904) 466-4173	\$ 496,525.00	8/15/17
San Marco Water Main Extension Water Main Replacement	JEA	JEA	Michael Williams	(904) 665-6000	\$ 2,820,039.00	4/30/18
Crane Island Phase 1 New site development for Subd	The Range @ Crane Island	RS & H	Michael Coffey	(904) 256-2316	\$ 2,663,932.00	4/20/20
St Johns Clasical School @ Fleming Island New site development for School	Summit Construction Group	Matthews Design Group	Dave Ebright	(904) 466-4173	\$ 1,059,567.00	8/31/18
Crane Island Phase 2 New site development for Subd	The Range @ Crane Island	RS & H	Michael Coffey	(904) 256-2317	\$ 3,088,121.00	5/15/21
Seaside Charter School New site development for School	Summit Construction Group	Matthews Design Group	Dave Ebright	(904) 466-4173	\$ 1,430,942.00	8/31/18
Crane Island Amenity Center	The Range @ Crane Island	RS & H	Michael Coffey	(904) 256-2317	\$ 535,183.00	6/5/19
Amelia Park Lakeside	AP Lakeside LLC	Antonopoulos Engineering	Mike	(904) 361-8193	\$ 445,250.00	5/20/19
St Johns the Divine Church	Greek Church	Goodson & Nevin	Dan Hart	(904) 262-6444	\$ 1,258,450.00	6/25/20
Quadrille	Quadrille LTD.	Donis Horne Jr	Same	(904) 285-3400	\$2,008,000.00	3/15/20
Village Park Phase 1A & 1B	Village Park REI LLC	Edward Allen	Same	(727) 498-3330	\$2,996,754.70	12/15/20
Village Park / Bradley Creek Off Site Utility	A. Y. Ventures INC.	Phil Younge	Same	(727) 498-3330	\$1,327,745.07	6/20/22
Village Park Phase 1C	Village Park REI LLC	Edward Allen	Same	(727) 498-3330	\$1,650,000.00	6/1/21
Biltmore C STPO Regional Infrastructure Replacement	City of Jacksonville / Jacksonville Electric Authority (WSEA)	JEA	Pete Hallock	(904) 545-5186	\$ 16,122,000.00	Current



WAITZ & MOYE, INC.

ENGINEERING • PLANNING

SCOPE OF SERVICES

**CONSTRUCTION ADMINISTRATION SERVICES
10th Street South Infrastructure Improvements
City Bid No. 2122-09
CITY OF JACKSONVILLE BEACH, FLORIDA
WMI #1999-058-087
July 8, 2022**

WAITZ & MOYE INC. will provide Construction Administration and Inspection services for the of the above referenced Improvements as represented in the Engineering plans Specifications and Contract Documents dated June 2022 consisting of the following general services:

- **Review and Approval of Shop Drawings and distribution to City and Contractor**
- **Periodic witnessing of Testing, Critical Tie-Ins & On-Site Inspections including Electrical Subcontractor Time**
- **Review and Approval of Contractor Pay Requests**
- **Processing of Any Required Change Order Requests**
- **Review of "As Built" Drawings Submitted by Contractor**
- **Attendance at Any Required Coordination Meetings**
- **Conflict Resolution up to 2**
- **Final Walk Through and Project Closeout**
- **Project Certification to Approving Agencies.**
- **Preparation of Pre-Construction Agenda and Related Minutes**

Our Fee for the aforementioned services will be a Reimbursable Hourly Fee not to exceed \$25,809.41 without additional authorization.

A handwritten signature in blue ink, appearing to read 'J. H. Moye', is positioned above a horizontal line. Below the line, the name 'John H. Moye, P.E' is printed.

John H. Moye, P.E

WAITZ & MOYE, INC.
PROFESSIONAL ENGINEERING SERVICES
CIVIL * ENVIRONMENTAL * PLANNING
3738 SOUTHSIDE BLVD.. SUITE 101, JACKSONVILLE, FLORIDA, 32216

10th Street South Infrastructure Improvements Construction Administration

Principal = \$72.12
 Project Manager = \$60.10
 Design Engineer = \$45.67
 Designer/Technician = \$39.90
 CADD Operator = \$37.86
 Clerical = \$19.50
 Overhead = 167.04%
 Profit = 10.00%

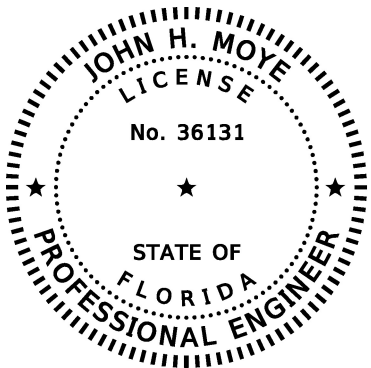
08-Jul-22

PROJECT TASK	SHEET COUNT	PRINCIPAL	PROJECT MANAGER	DESIGN ENGINEER	DESIGNER TECHNICIAN	CADD TECH.	CLERICAL	TOTALS	LABOR COSTS	EXPENSES	TOTAL COSTS
CONSTRUCTION ADMINISTRATION											
1. Preparation of Preconstruction Agenda & related Minutes		2	4	0	0	0	2	8	\$1,244.42		\$1,244.42
2. Review and Approval of Shop Drawings and distribution to City and Contractor .		1	16	0	0	0	2	19	\$3,151.05		\$3,151.05
3. Periodic witnessing of Testing, & On-Site Inspections		1	24	0	0	0	0	25	\$4,448.81		\$4,448.81
4. Review and Approval of Contractor Pay Requests.		1	24	0	0	0	0	25	\$4,448.81		\$4,448.81
5. Processing of Any Required Change Order Requests		1	24	0	0	0	2	27	\$4,563.37		\$4,563.37
6. Review of "As Built" Drawings Submitted by Contractor		1	12	0	0	0	1	14	\$2,387.61		\$2,387.61
7. Attendance at Any Required Coordination Meetings		1	12	0	0	0	0	13	\$2,330.33		\$2,330.33
8. Conflict Resolution up to 2		1	8	0	0	0	0	9	\$1,624.17		\$1,624.17
9. Final Walk Through and Project Closeout		4	4	0	0	0	1	9	\$1,610.83		\$1,610.83
10. Project Certification to Approving Agencies.		1	4	0	0	0	1				
SUB TOTALS	0	14	132	0	0	0	9	149	\$25,809.41	\$0.00	\$25,809.41

TOTAL FEE

\$25,809.41

BID TAB RESULTS-10TH STREET S. INFRASTRUCTURE IMPROVEMENT PROJECT CITY BID NO. 2122-09					MAER HOMES DBA MAER CONSTRUCTION		UNITED BROS DEV'L CORP.		PETTICOAT SCHMITT CIVIL CONSTRUCTION, INC.		CALLAWAY CONTRACTING, INC.	
ITE M	SEC. 1025	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		ROADWAY ITEMS										
1	1.04A	ASPHALT CONCRETE, TYPE SP-9.5 (1" THICK)	15510	SY	\$ 12.50	\$ 193,875.00	\$ 10.50	\$ 162,855.00	\$ 12.00	\$ 186,120.00	\$ 22.09	\$ 342,615.90
2	1.04A	ASPHALT CONCRETE. TYPE SP-9.5 (1" THICK)	15510	SY	\$ 13.00	\$ 201,630.00	\$ 11.24	\$ 174,332.40	\$ 12.50	\$ 193,875.00	\$ 22.86	\$ 354,558.60
3	1.04B	6" COMPACTED LIMEROCK OR CRUSHCRETE BASE	15280	SY	\$ 24.00	\$ 366,720.00	\$ 24.23	\$ 370,234.40	\$ 25.50	\$ 389,640.00	\$ 41.76	\$ 638,092.80
4	1.04C	12" STABILIZED SUBGRADE	22005	SY	\$ 15.00	\$ 330,075.00	\$ 9.24	\$ 203,326.20	\$ 25.00	\$ 550,125.00	\$ 20.59	\$ 453,082.95
5	1.04D	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	117	LF	\$ 1.25	\$ 146.25	\$ 3.15	\$ 368.55	\$ 2.30	\$ 269.10	\$ 6.92	\$ 809.64
6		TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE)	340	LF	\$ 5.31	\$ 1,805.40	\$ 26.00	\$ 8,840.00	\$ 9.30	\$ 3,162.00	\$ 17.05	\$ 5,797.00
7		TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW)	5336	LF	\$ 1.21	\$ 6,456.56	\$ 3.15	\$ 16,808.40	\$ 2.30	\$ 12,272.80	\$ 4.54	\$ 24,225.44
8		CROSSWALK MARKINGS (THERMOPLASTIC) (WHITE)	785	LF	\$ 3.00	\$ 2,355.00	\$ 7.75	\$ 6,083.75	\$ 4.60	\$ 3,611.00	\$ 12.03	\$ 9,443.55
9	1.04E	SINGLE POST SIGN RELOCATE	28	EA	\$ 200.00	\$ 5,600.00	\$ 673.86	\$ 18,868.08	\$ 250.00	\$ 7,000.00	\$ 814.28	\$ 22,799.84
10	1.04G	MILL EXISTING ASPHALT	225	SY	\$ 33.00	\$ 7,425.00	\$ 10.35	\$ 2,328.75	\$ 45.00	\$ 10,125.00	\$ 45.02	\$ 10,129.50
11	1.04H	ADJUST EXIST. MANHOLE FRAME & COVER	10	EA	\$ 1,550.00	\$ 15,500.00	\$ 1,661.65	\$ 16,616.50	\$ 2,800.00	\$ 28,000.00	\$ 1,534.10	\$ 15,341.00
12	1.04I	ADJUST EXIST. VALVE BOX & COVER (CONTINGENCY)	15	EA	\$ 750.00	\$ 11,250.00	\$ 762.97	\$ 11,444.55	\$ 1,000.00	\$ 15,000.00	\$ 613.64	\$ 9,204.60
		ROADWAY ITEMS SUBTOTAL				\$ 1,142,838.21		\$ 992,106.58		\$ 1,399,199.90		\$ 1,886,100.82
		STORMWATER ITEMS										
13	1.05A	CITY STD. CURB INLET (4'-6' DEPTH)	6	EA	\$ 8,000.00	\$ 48,000.00	\$ 9,851.45	\$ 59,108.70	\$ 9,000.00	\$ 54,000.00	\$ 5,188.01	\$ 31,128.06
14		CITY STD. TYPE "J" MANHOLE	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 8,832.35	\$ 17,664.70	\$ 7,500.00	\$ 15,000.00	\$ 6,086.43	\$ 12,172.86
15		FDOT TYPE 'V' INLET (4'-6' DEPTH)	8	EA	\$ 9,100.00	\$ 72,800.00	\$ 11,495.32	\$ 91,962.56	\$ 8,000.00	\$ 64,000.00	\$ 5,422.32	\$ 43,378.56
16		CITY STD. TYPE 'C' INLET (4'-6' DEPTH)	2	EA	\$ 9,200.00	\$ 18,400.00	\$ 8,424.04	\$ 16,848.08	\$ 7,000.00	\$ 14,000.00	\$ 5,120.03	\$ 10,240.06
17		CONVERT EXISTING INLET TOP TO TYPE 'C' INLET TOP	1	EA	\$ 5,200.00	\$ 5,200.00	\$ 4,424.04	\$ 4,424.04	\$ 4,400.00	\$ 4,400.00	\$ 6,694.86	\$ 6,694.86
18	1.05C	15" PVC STORM DRAIN PIPE	391	LF	\$ 175.00	\$ 68,425.00	\$ 179.82	\$ 70,309.62	\$ 195.00	\$ 76,245.00	\$ 342.65	\$ 133,976.15
19		18" PVC STORM DRAIN PIPE	945	LF	\$ 215.00	\$ 203,175.00	\$ 262.59	\$ 248,147.55	\$ 245.00	\$ 231,525.00	\$ 279.20	\$ 263,844.00
20		24" PVC STORM DRAIN PIPE	45	LF	\$ 380.00	\$ 17,100.00	\$ 379.43	\$ 17,074.35	\$ 430.00	\$ 19,350.00	\$ 2,164.82	\$ 97,416.90
21		12" X 18" ERCP STORM PIPE	80	LF	\$ 200.00	\$ 16,000.00	\$ 198.49	\$ 15,879.20	\$ 250.00	\$ 20,000.00	\$ 1,136.45	\$ 90,916.00
22	1.05D	CONNECT PROP. 15" PVC TO EXIST. INLET	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 4,476.99	\$ 13,430.97	\$ 7,000.00	\$ 21,000.00	\$ 2,077.32	\$ 6,231.96
23		CONNECT PROP. 18" PVC TO EXIST. INLET	2	EA	\$ 2,750.00	\$ 5,500.00	\$ 4,476.99	\$ 8,953.98	\$ 7,000.00	\$ 14,000.00	\$ 1,864.06	\$ 3,728.12
24		CONNECT PROP. 24" PVC TO EXIST. MANHOLE	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 5,217.62	\$ 5,217.62	\$ 7,000.00	\$ 7,000.00	\$ 2,085.91	\$ 2,085.91
25		CONNECT PROP. 24" PVC TO EXIST. INLET	2	EA	\$ 3,300.00	\$ 6,600.00	\$ 5,217.62	\$ 10,435.24	\$ 7,000.00	\$ 14,000.00	\$ 2,299.17	\$ 4,598.34
26		CONNECT PROP. 12"X18" ERCP TO EXIST. INLET	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 4,476.99	\$ 4,476.99	\$ 5,000.00	\$ 5,000.00	\$ 1,650.81	\$ 1,650.81
27	1.05E	REMOVE EXIST.INLET	2	EA	\$ 750.00	\$ 1,500.00	\$ 2,962.51	\$ 5,925.02	\$ 1,000.00	\$ 2,000.00	\$ 1,087.76	\$ 2,175.52
28	1.05F	REMOVE EXIST. STORMWATER PIPE BELOW GRADE	317	LF	\$ 35.00	\$ 11,095.00	\$ 46.11	\$ 14,616.87	\$ 38.00	\$ 12,046.00	\$ 39.09	\$ 12,391.53
		STORMWATER ITEMS SUBTOTAL				\$ 502,495.00		\$ 604,475.49		\$ 573,566.00		\$ 722,629.64
		EXCAVATING, BACKFILLING & COMPACTING										
29	1.06A	A-3 SAND (CONTINGENCY)	1000	CY	\$ 50.00	\$ 50,000.00	\$ 16.63	\$ 16,630.00	\$ 25.50	\$ 25,500.00	\$ 58.61	\$ 58,610.00
30	1.06B	UNSUITABLE MATERIAL REMOVAL (CONTINGENCY)	1000	CY	\$ 25.00	\$ 25,000.00	\$ 14.05	\$ 14,050.00	\$ 19.00	\$ 19,000.00	\$ 44.07	\$ 44,070.00
30a.	1.06B	UNSUITABLE MATERIAL REMOVAL (7th St. Impacted	100	CY	\$ 75.00	\$ 7,500.00	\$ 25.26	\$ 2,526.00	\$ 80.00	\$ 8,000.00	\$ 223.11	\$ 22,311.00
31	1.06C	REGULAR EXCAVATION AND FILL	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 33,328.27	\$ 33,328.27	\$ 375,000.00	\$ 375,000.00	\$ 404,972.15	\$ 404,972.15
		EXCAVATING, BACKFILLING & COMPACTING				\$ 147,500.00		\$ 66,534.27		\$ 427,500.00		\$ 529,963.15



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

John H Moye

2022.07.13 19:28:09 -04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

ITE M	SEC. 1025	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		WATER MAIN ITEMS										
32	1.07A	2" COUPLING & CONNECT TO EXIST. 2" WM	1	EA	\$ 450.00	\$ 450.00	\$ 2,699.98	\$ 2,699.98	\$ 2,650.00	\$ 2,650.00	\$ 444.62	\$ 444.62
33		6" SLEEVE & CONNECT TO EXIST. 6" WM W/JOINT	5	EA	\$ 3,100.00	\$ 15,500.00	\$ 3,960.90	\$ 19,804.50	\$ 6,000.00	\$ 30,000.00	\$ 3,415.52	\$ 17,077.60
34		8" SLEEVE & CONNECT TO EXIST. 8" WM W/JOINT	8	EA	\$ 3,400.00	\$ 27,200.00	\$ 4,509.16	\$ 36,073.28	\$ 5,500.00	\$ 44,000.00	\$ 3,576.17	\$ 28,609.36
35		12" SLEEVE & CONNECT TO EXIST. 12" WM W/JOINT	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 5,637.01	\$ 5,637.01	\$ 6,600.00	\$ 6,600.00	\$ 5,470.88	\$ 5,470.88
36	1.07B	TRANSFER EXIST. 1" WATER SERVICE	24	EA	\$ 2,350.00	\$ 56,400.00	\$ 2,310.17	\$ 55,444.08	\$ 3,000.00	\$ 72,000.00	\$ 1,099.66	\$ 26,391.84
37		TRANSFER EXIST. 2" WATER SERVICE	1	EA	\$ 2,550.00	\$ 2,550.00	\$ 5,038.94	\$ 5,038.94	\$ 4,600.00	\$ 4,600.00	\$ 3,317.82	\$ 3,317.82
38		TRANSFER EXIST. 6" WATER SERVICE	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 8,096.56	\$ 8,096.56	\$ 6,700.00	\$ 6,700.00	\$ 4,076.61	\$ 4,076.61
39		TRANSFER EXIST. 6" FIRE HYDRANT SERVICE	1	EA	\$ 4,800.00	\$ 4,800.00	\$ 6,342.20	\$ 6,342.20	\$ 4,400.00	\$ 4,400.00	\$ 2,393.73	\$ 2,393.73
40		TRANSFER EXIST. 8" FIRE HYDRANT SERVICE	6	EA	\$ 5,500.00	\$ 33,000.00	\$ 10,688.47	\$ 64,130.82	\$ 6,200.00	\$ 37,200.00	\$ 4,424.24	\$ 26,545.44
41	1.07C	6" GATE VALVE W/ BOX & COVER	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 3,101.92	\$ 18,611.52	\$ 2,700.00	\$ 16,200.00	\$ 2,566.83	\$ 15,400.98
42		8" GATE VALVE W/ BOX & COVER	11	EA	\$ 4,825.00	\$ 53,075.00	\$ 4,210.49	\$ 46,315.39	\$ 3,600.00	\$ 39,600.00	\$ 3,362.52	\$ 36,987.72
43		12" GATE VALVE W/ BOX & COVER	6	EA	\$ 6,850.00	\$ 41,100.00	\$ 6,807.19	\$ 40,843.14	\$ 5,900.00	\$ 35,400.00	\$ 6,164.38	\$ 36,986.28
44		1/2" TEMPORARY SAMPLE TAP	7	EA	\$ 1,550.00	\$ 10,850.00	\$ 1,073.94	\$ 7,517.58	\$ 800.00	\$ 5,600.00	\$ 1,604.95	\$ 11,234.65
45	1.07D	6" PVC (DR18) WM	1030	LF	\$ 110.00	\$ 113,300.00	\$ 63.62	\$ 65,528.60	\$ 110.00	\$ 113,300.00	\$ 207.00	\$ 213,210.00
46		8" PVC (DR18) WM	1514	LF	\$ 125.00	\$ 189,250.00	\$ 86.27	\$ 130,612.78	\$ 150.00	\$ 227,100.00	\$ 177.15	\$ 268,205.10
47		12" PVC (DR18) WM	1050	LF	\$ 195.00	\$ 204,750.00	\$ 151.22	\$ 158,781.00	\$ 195.00	\$ 204,750.00	\$ 276.50	\$ 290,325.00
48	1.07E	6" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	18	EA	\$ 800.00	\$ 14,400.00	\$ 659.05	\$ 11,862.90	\$ 475.00	\$ 8,550.00	\$ 933.32	\$ 16,799.76
49		8" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	26	EA	\$ 1,050.00	\$ 27,300.00	\$ 878.57	\$ 22,842.82	\$ 650.00	\$ 16,900.00	\$ 1,065.54	\$ 27,704.04
50		12" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	12	EA	\$ 2,200.00	\$ 26,400.00	\$ 1,562.03	\$ 18,744.36	\$ 1,250.00	\$ 15,000.00	\$ 1,653.22	\$ 19,838.64
51		12" X 8" DI MJ TEE W/ JOINT RESTRAINTS	4	EA	\$ 2,400.00	\$ 9,600.00	\$ 2,044.46	\$ 8,177.84	\$ 1,600.00	\$ 6,400.00	\$ 2,218.69	\$ 8,874.76
52		12" X 6" DI MJ TEE W/ JOINT RESTRAINTS	1	EA	\$ 2,100.00	\$ 2,100.00	\$ 1,919.20	\$ 1,919.20	\$ 1,500.00	\$ 1,500.00	\$ 2,018.20	\$ 2,018.20
53		8" X 8" DI MJ TEE W/ JOINT RESTRAINTS	1	EA	\$ 1,850.00	\$ 1,850.00	\$ 1,541.36	\$ 1,541.36	\$ 1,050.00	\$ 1,050.00	\$ 1,659.44	\$ 1,659.44
54		8" X 6" DI MJ TEE W/ JOINT RESTRAINTS	5	EA	\$ 1,800.00	\$ 9,000.00	\$ 1,356.58	\$ 6,782.90	\$ 900.00	\$ 4,500.00	\$ 1,562.77	\$ 7,813.85
55		12" X 8" DI MJ REDUCER W/ JOINT RESTRAINTS	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,229.18	\$ 1,229.18	\$ 875.00	\$ 875.00	\$ 1,665.13	\$ 1,665.13
56		6" DI MJ CAP TAPPED 2"	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 598.69	\$ 598.69	\$ 325.00	\$ 325.00	\$ 508.60	\$ 508.60
57	1.07F	CORROSION COUPON (8" WM)	1	EA	\$ 2,100.00	\$ 2,100.00	\$ 2,000.00	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00	\$ 450.31	\$ 450.31
58	1.07G	WATER METER REMOVAL & REPLACEMENT	25	EA	\$ 850.00	\$ 21,250.00	\$ 697.78	\$ 17,444.50	\$ 185.00	\$ 4,625.00	\$ 1,587.99	\$ 39,699.75
		WATER MAIN ITEMS SUBTOTAL				\$ 901,925.00		\$ 764,621.13		\$ 916,825.00		\$ 1,113,710.11
		GRAVITY SEWER ITEMS										
59	1.08A	8" PVC (SDR26) GS (0'-4' DEPTH)	818	LF	\$ 150.00	\$ 122,700.00	\$ 101.61	\$ 83,116.98	\$ 195.00	\$ 159,510.00	\$ 121.81	\$ 99,640.58
60		8" PVC (SDR26) GS (4'-6' DEPTH)	778	LF	\$ 180.00	\$ 140,040.00	\$ 142.93	\$ 111,199.54	\$ 340.00	\$ 264,520.00	\$ 129.61	\$ 100,836.58
61		8" PVC (SDR26) GS (6'-8' DEPTH)	494	LF	\$ 230.00	\$ 113,620.00	\$ 156.43	\$ 77,276.42	\$ 350.00	\$ 172,900.00	\$ 143.45	\$ 70,864.30
62		8" PVC (SDR26) GS (8'-10' DEPTH)	615	LF	\$ 250.00	\$ 153,750.00	\$ 210.22	\$ 129,285.30	\$ 360.00	\$ 221,400.00	\$ 151.81	\$ 93,363.15
63		8" HOPE (Pipe Bursting) (Contingency)	332	LF	\$ 125.00	\$ 41,500.00	\$ 490.39	\$ 162,809.48	\$ 700.00	\$ 232,400.00	\$ 509.72	\$ 169,227.04
64	1.08B	6" SERVICE INCLUDING CONNECTION AT 8" PVC	15	EA	\$ 2,300.00	\$ 34,500.00	\$ 3,551.67	\$ 53,275.05	\$ 3,800.00	\$ 57,000.00	\$ 2,132.70	\$ 31,990.50
65	1.08C	6" SERVICE INCLUDING CONNECTION AT MANHOLE	2	EA	\$ 2,750.00	\$ 5,500.00	\$ 10,812.20	\$ 21,624.40	\$ 5,000.00	\$ 10,000.00	\$ 3,413.49	\$ 6,826.98
66	1.08D	CONNECT NEW 8" GS TO EXIST. 8" GS	4	EA	\$ 3,250.00	\$ 13,000.00	\$ 4,559.48	\$ 18,237.92	\$ 5,000.00	\$ 20,000.00	\$ 1,983.65	\$ 7,934.60
67	1.08E	24" GIPP LINING	991	LF	\$ 285.00	\$ 282,435.00	\$ 153.69	\$ 152,306.79	\$ 205.00	\$ 203,155.00	\$ 273.35	\$ 270,889.85
68	1.09A	4' DIA. MANHOLE (6'-8' DEPTH) TYPE B	1	EA	\$ 27,000.00	\$ 27,000.00	\$ 16,156.40	\$ 16,156.40	\$ 16,500.00	\$ 16,500.00	\$ 7,922.90	\$ 7,922.90
69		4' DIA. MANHOLE (8'-10' DEPTH) TYPE B	1	EA	\$ 32,000.00	\$ 32,000.00	\$ 20,386.74	\$ 20,386.74	\$ 19,000.00	\$ 19,000.00	\$ 8,560.51	\$ 8,560.51
70		4' DIA. MANHOLE (0'-4' DEPTH) TYPE C	5	EA	\$ 15,000.00	\$ 75,000.00	\$ 13,899.24	\$ 69,496.20	\$ 10,500.00	\$ 52,500.00	\$ 6,296.28	\$ 31,481.40
71		4' DIA. MANHOLE (4'-6' DEPTH) TYPE C	3	EA	\$ 18,000.00	\$ 54,000.00	\$ 14,266.71	\$ 42,800.13	\$ 11,500.00	\$ 34,500.00	\$ 6,131.94	\$ 18,395.82
72		4' DIA. MANHOLE (6'-8' DEPTH) TYPE C	1	EA	\$ 19,000.00	\$ 19,000.00	\$ 16,925.66	\$ 16,925.66	\$ 13,250.00	\$ 13,250.00	\$ 6,542.80	\$ 6,542.80
73	1.09B	LINE EXISTING MANHOLE	1250	SF	\$ 75.00	\$ 93,750.00	\$ 25.00	\$ 31,250.00	\$ 70.00	\$ 87,500.00	\$ 46.19	\$ 57,737.50
74	1.09C	REMOVE MANHOLE BELOW GRADE	10	EA	\$ 2,000.00	\$ 20,000.00	\$ 2,968.27	\$ 29,682.70	\$ 1,150.00	\$ 11,500.00	\$ 2,201.96	\$ 22,019.60
75	1.09D	CONNECT NEW 8" GS TO EXIST. MANHOLE	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 10,902.24	\$ 21,804.48	\$ 6,500.00	\$ 13,000.00	\$ 3,230.21	\$ 6,460.42
76	1.09E	CONNECT EXIST. 6" GS TO NEW MANHOLE	4	EA	\$ 2,900.00	\$ 11,600.00	\$ 10,902.25	\$ 43,609.00	\$ 5,000.00	\$ 20,000.00	\$ 3,214.67	\$ 12,858.68
77		CONNECT EXIST. 8" GS TO NEW MANHOLE	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 7,032.65	\$ 14,065.30	\$ 5,000.00	\$ 10,000.00	\$ 2,438.69	\$ 4,877.38
		GRAVITY SEWER ITEMS SUBTOTAL				\$ 1,251,395.00		\$ 1,115,308.49		\$ 1,618,635.00		\$ 1,028,430.59

ITE M	SEC. 1025	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
DEM		Demolition & Abandonment										
78	1.10B	CUT & PLUG 2" WM W/ 2" CAP, 2" GATE VALVE, & 2"	1	LF	\$ 750.00	\$ 750.00	\$ 1,470.68	\$ 1,470.68	\$ 1,250.00	\$ 1,250.00	\$ 521.40	\$ 521.40
79		CUT & PLUG 6" WM W/ 6" CAP, 2" GATE VALVE, & 2"	5	LF	\$ 1,250.00	\$ 6,250.00	\$ 3,547.87	\$ 17,739.35	\$ 1,325.00	\$ 6,625.00	\$ 779.71	\$ 3,898.55
80		CUT & PLUG 8" WM W/ 8" CAP, 2" GATE VALVE, & 2"	6	LF	\$ 1,850.00	\$ 11,100.00	\$ 3,183.26	\$ 19,099.56	\$ 1,425.00	\$ 8,550.00	\$ 1,061.27	\$ 6,367.62
81		CUT & PLUG 12" WM W/ 12" CAP, 2" GATE VALVE, & 2"	1	LF	\$ 2,300.00	\$ 2,300.00	\$ 5,838.87	\$ 5,838.87	\$ 1,800.00	\$ 1,800.00	\$ 1,612.52	\$ 1,612.52
82	1.10C	GROUT FILL EXIST. 2" WM	626	LF	\$ 6.00	\$ 3,756.00	\$ 11.38	\$ 7,123.88	\$ 6.00	\$ 3,756.00	\$ 5.31	\$ 3,324.06
83		GROUT FILL EXIST. 6" WM	344	LF	\$ 10.00	\$ 3,440.00	\$ 14.27	\$ 4,908.88	\$ 16.00	\$ 5,504.00	\$ 17.98	\$ 6,185.12
84		GROUT FILL EXIST. 8" WM	1481	LF	\$ 13.00	\$ 19,253.00	\$ 17.73	\$ 26,258.13	\$ 17.00	\$ 25,177.00	\$ 12.21	\$ 18,083.01
85		GROUT FILL EXIST. 12" WM	1058	LF	\$ 20.00	\$ 21,160.00	\$ 23.10	\$ 24,439.80	\$ 20.00	\$ 21,160.00	\$ 21.61	\$ 22,863.38
86	1.10D	REMOVE 2" WM BELOW GRADE	8	LF	\$ 100.00	\$ 800.00	\$ 16.80	\$ 134.40	\$ 20.00	\$ 160.00	\$ 77.04	\$ 616.32
87		REMOVE 6" WM BELOW GRADE	30	LF	\$ 50.00	\$ 1,500.00	\$ 16.93	\$ 507.90	\$ 20.00	\$ 600.00	\$ 41.09	\$ 1,232.70
88		REMOVE 8" WM BELOW GRADE	94	LF	\$ 75.00	\$ 7,050.00	\$ 19.25	\$ 1,809.50	\$ 20.00	\$ 1,880.00	\$ 39.34	\$ 3,697.96
89		REMOVE 12" WM BELOW GRADE	10	LF	\$ 100.00	\$ 1,000.00	\$ 22.40	\$ 224.00	\$ 30.00	\$ 300.00	\$ 61.63	\$ 616.30
90		REMOVE 6" GRAVITY SEWER BELOW GRADE	391	LF	\$ 27.00	\$ 10,557.00	\$ 16.81	\$ 6,572.71	\$ 8.00	\$ 3,128.00	\$ 25.00	\$ 9,775.00
91		REMOVE 8" GRAVITY SEWER BELOW GRADE	2316	LF	\$ 35.00	\$ 81,060.00	\$ 33.60	\$ 77,817.60	\$ 9.00	\$ 20,844.00	\$ 22.72	\$ 52,619.52
		Demolition & Abandonment Subtotal				\$ 169,976.00		\$ 193,945.26		\$ 100,734.00		\$ 131,413.46
		GRASSING & SODDING ITEMS										
92		SODDING (MATCH EXISTING) EITHER ST. AUGUSTINE OR BERMUDA	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 298,500.00	\$ 298,500.00	\$ 75,000.00	\$ 75,000.00	\$ 291,937.25	\$ 291,937.25
		Grassing and Sodding Items Subtotal				\$ 65,000.00		\$ 298,500.00		\$ 75,000.00		\$ 291,937.25
		PAVEMENT, SIDEWALK, DRIVEWAY, CURB &										
93		IMISC. CONCRETE AND SIDEWALK REMOVA	236		\$ 20.00	\$ 4,720.00	\$ 15.94	\$ 3,761.84	\$ 35.00	\$ 8,260.00	\$ 15.80	\$ 3,728.80
94		CONCRETE DRIVEWAY & PAVEMENT REMOVAL	2357		\$ 20.00	\$ 47,140.00	\$ 15.93	\$ 37,547.01	\$ 28.00	\$ 65,996.00	\$ 23.63	\$ 55,695.91
95	1.12C	CURB & GUTTER REMOVAL	530	LF	\$ 12.00	\$ 6,360.00	\$ 12.00	\$ 6,360.00	\$ 13.00	\$ 6,890.00	\$ 19.86	\$ 10,525.80
96	1.12D	ASPHALT PAVEMENT & BASE REMOVAL	15695	SY	\$ 13.00	\$ 204,035.00	\$ 3.55	\$ 55,717.25	\$ 4.50	\$ 70,627.50	\$ 14.29	\$ 224,281.55
97	1.12F	6" THICK CONCRETE SIDEWALK WITH FIBER MESH	8	SY	\$ 194.00	\$ 1,552.00	\$ 86.88	\$ 695.04	\$ 706.00	\$ 5,648.00	\$ 170.60	\$ 1,364.80
98	1.12G	MISC. CONCRETE	21	SY	\$ 150.00	\$ 3,150.00	\$ 86.85	\$ 1,823.85	\$ 320.00	\$ 6,720.00	\$ 174.70	\$ 3,668.70
99	1.12H	6" THICK CONCRETE DRIVEWAY & PARKING AREAS	8660	SY	\$ 72.00	\$ 623,520.00	\$ 75.74	\$ 655,908.40	\$ 135.75	\$ 1,175,595.00	\$ 116.96	\$ 1,012,873.60
100	1.12I	CURB & GUTTER (INCL. DROP, MEDIAN &	11815	LF	\$ 24.70	\$ 291,830.50	\$ 25.57	\$ 302,109.55	\$ 48.00	\$ 567,120.00	\$ 39.29	\$ 464,211.35
101	1.12J	VALLEY GUTTER	565	SY	\$ 32.33	\$ 18,266.45	\$ 63.45	\$ 35,849.25	\$ 146.00	\$ 82,490.00	\$ 110.40	\$ 62,376.00
		PAVEMENT, SIDEWALK, DRIVEWAY, CURB &				\$ 1,200,573.95		\$ 1,099,772.19		\$ 1,989,346.50		\$ 1,838,726.51
		Base Bid Total (Item No's 1-101)				\$ 5,381,703.16		\$ 5,135,263.41		\$ 7,100,806.40		\$ 7,542,911.53
102		PAYMENT & PERFORMANCE BOND (1.5% OF SUB- TOTAL Base Bid)	1	LS		\$ 80,725.55	75000	\$ 75,000.00	\$ 53,093.60	\$ 53,093.60	\$ 89,930.00	\$ 89,930.00
		TOTAL BASE BID (ITEMS 1-101)				\$ 5,462,428.71		\$ 5,210,263.41		\$ 7,153,900.00		\$ 7,632,841.53

		ADDITIVE ALTERNATE BID ITEMS										
ITEM	SEC. 1025	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		SEWAGE FORCE MAIN (TREATED EFFLUENT) ITEMS				\$ -						
1A	1.16A	REMOVE 24" FM BELOW GRADE (TREATED	1500	LF	\$ 45.00	\$ 67,500.00	\$ 107.97	\$ 161,955.00	\$ 8.50	\$ 12,750.00	\$ 61.58	\$ 92,370.00
2A	1.16B	24" PVC (DR18) FM (TREATED EFFLUENT)	1500	LF	\$ 500.00	\$ 750,000.00	\$ 508.63	\$ 762,945.00	\$ 840.00	\$ 1,260,000.00	\$ 626.16	\$ 939,240.00
3A	1.16C	24" GATE VALVE W/ BOX & COVER	4	EA	\$ 48,000.00	\$ 192,000.00	\$ 33,394.71	\$ 133,578.84	\$ 28,000.00	\$ 112,000.00	\$ 30,804.33	\$ 123,217.32
4A	1.16D	24" 22.5 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	12	EA	\$ 9,500.00	\$ 114,000.00	\$ 5,554.70	\$ 66,656.40	\$ 6,250.00	\$ 75,000.00	\$ 7,916.25	\$ 94,995.00
5A		24" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS	12	EA	\$ 9,600.00	\$ 115,200.00	\$ 5,382.82	\$ 64,593.84	\$ 6,250.00	\$ 75,000.00	\$ 8,017.19	\$ 96,206.28
6A	1.16E	CORROSION COUPON (24" TREATED EFFLUENT)	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,450.00	\$ 8,450.00	\$ 1,327.13	\$ 1,327.13
7A		24" SEEVE AND CONNECTION	2	EA	\$ 18,000.00	\$ 36,000.00	\$ 15,823.57	\$ 31,647.14	\$ 12,000.00	\$ 24,000.00	\$ 18,296.79	\$ 36,593.58
		SUB-TOTAL-SEWAGE FORCE MAIN (TREATED EFF)				\$ 1,278,200.00		\$ 1,226,376.22		\$ 1,567,200.00		\$ 1,383,949.31
8A		PAYMENT & PERFORMANCE BOND (1.5% OF SUB-TOTAL for Alt Bid) 1 LS	1	LS	\$ 19,173.00	\$ 19,173.00	\$ 18,200.00	\$ 18,200.00	\$ 10,000.00	\$ 10,000.00	\$ 13,225.00	\$ 13,225.00
		PAYMENT & PERFORMANCE BOND FOR ALT. BID				\$ 19,173.00		\$ 18,200.00		\$ 10,000.00		\$ 13,225.00
		ALTERNATE BID TOTAL(ITEMS 1A-8A)				\$ 1,297,373.00		\$ 1,244,576.22		\$ 1,577,200.00		\$ 1,397,174.31
		TOTAL ALTERATE BID (TOTAL BASE BID+ ALTERNATE BID TOTAL)=										
		Grand Total Bid w/P & P Bonds & Additive Alternate				\$ 6,759,801.71		\$ 6,454,839.63		\$ 8,731,100.00		\$ 9,030,015.84



WAITZ & MOYE, INC.

ENGINEERING • PLANNING

July 8, 2022

Kayle Moore, P.E.
Project Engineer
City of Jacksonville Beach
Department of Public Works
1460-A Shetter Avenue
Jacksonville Beach, FL

Re: 10th Street South Infrastructure Improvements-Phase 1

Recommendation of Award & Bid Evaluation/Tabulation Sheet

Bid No. 2122-09

WMI No. 1999-058-087

Subject: Recommendation for Contract Award

Dear Mr. Moore:

Waitz & Moye Inc. has reviewed the bids for the referenced project. There was a total of four (4) responsive bidders for this project. The bids were evaluated for conformance with the criteria set forth in the bidding documents.

United Brothers, Inc. submitted the lowest bid. As part of our review process, we have reviewed the provided bid tabulation, reviewed all the bids to ensure they were submitted in accordance with the bid documents, and checked the references for the lowest responsive bidder. All required items were acknowledged on the Bid Form and included in the bid package. A Bid Bond was provided in the bid package for a total of 5% of the bid amount. Qualifications and reference projects as well as appropriate licensing were also provided in the bid package. An addition error was found in the Stormwater Items Subtotal, but the correction does not change the lowest bidder.

Based on our review WMI finds the contractor (United Brothers, Inc.) capable of performing the work for this project based on the information received from reference contacts. We recommend award of this contract to United Brothers, Inc. for the Base Bid amount of \$5,210,263.41. Should funds be available, we also recommend awarding the Additive Alternate Bid items 1A through 8A amount of \$ 1,244,576.22.

Should you have any questions or need any further clarification or elaboration, please feel free to contact me at your convenience.

Kindest Regards,

WAITZ & MOYE, INC.

John H. Moye, P.E.

Enclosure: As Stated Above



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	07/27/2022
SUBJECT:	Agreement with Harrison Development #1, LLC, for the Cost Share Participation on a Sidewalk Installation

BACKGROUND

Phase IIIC - Project 2 of the Downtown Infrastructure Improvement project was under construction throughout 2019-2021. During this timeframe, Harrison Developments #1, LLC, began construction on a 4-plex of fee-simple townhomes to be constructed at 217-223 11th Avenue South. During this construction timeframe, this developer had communications with the City about the timing of the sidewalk installation in coordination with our project completion. Ultimate construction materials delays led to the delay in the construction completed as part of the aforementioned project. This development is now nearing its construction end and the developer is requesting cost share/participation for the installation of their sidewalk as earlier communicated. Their construction contractor, Capital Concrete & Masonry Solutions, provided an estimate of \$6,424 for the sidewalk installation. Following City purchasing guidelines, we secured two additional quotes in the amounts of \$4,704 and \$6,300.

Public Works would prefer to utilize the contractor that the developer has onsite to complete other work, to aid in the timely completion of the required construction. The City cost share participation is in the amount of \$4,704, the lowest of our three quotes.

FINANCIAL IMPACT

The total cost of \$4,704 will be paid from the remaining contingency for Project 2 in Downtown Redevelopment Fund account 181-16-1601-515-63-563000. No budget adjustment is required.

REQUESTED ACTION

Approve/Disapprove an Agreement with Harrison Development #1, LLC, for the cost share participation on a sidewalk installation and authorize the Mayor and City Manager to execute the final Agreement

ATTACHMENTS

1. Cost Share Agreement_Private Participant Harrison Developments #1, LLC
2. Quotes for Sidewalk on 11th Ave S

**COST SHARE/ALLOCATION AGREEMENT
BETWEEN CITY OF JACKSONVILLE BEACH
AND
HARRISON DEVELOPMENT #1, LLC**

THIS COST SHARE/ALLOCATION AGREEMENT is made as of **August 16, 2022**, by and between **CITY OF JACKSONVILLE BEACH, FLORIDA**, a municipal corporation, whose address is 11 North Third Street, Jacksonville Beach, Florida, 32250 (hereinafter referred to as the “CITY”) and **HARRISON DEVELOPMENT #1, LLC**, a Florida corporation whose address is 35 N. Roscoe Blvd., Ponte Vedra Beach, Florida 32082 (hereinafter referred to as “HARRISON DEVELOPMENT #1”).

RECITALS

WHEREAS, pursuant to _____, the City is authorized to enter into this Agreement; and

WHEREAS, Harrison Development #1, develops and constructs residential properties in the City of Jacksonville Beach, Florida (“City”), and

WHEREAS, HARRISON DEVELOPMENT #1, owns a single parcel of land located in the City and located at 217 – 221 11th Avenue South, and more particularly described on Exhibit “A” which is incorporated herein by reference (collectively referred to hereafter as the “PROPERTY”), which HARRISON DEVELOPMENT #1 desires to develop, and construct four townhouses thereupon; and

WHEREAS, the PROPERTY is so physically situated that development as contemplated by HARRISON DEVELOPMENT #1 would inhibit the City’s ability to provide, or otherwise timely deliver, certain governmental functions; and

WHEREAS, the City has determined that the installation of a sidewalk connecting 227 11th Avenue South and 1030 2nd Street South, (hereafter referred to as “IMPROVEMENTS”) in the vicinity of the PROPERTY would operate to remove barriers to the City’s ability to provide, or otherwise deliver, of certain governmental functions, notwithstanding the construction of four townhouses on the PROPERTY; and

WHEREAS, HARRISON DEVELOPMENT #1 recognized that it is in the best interest of its development plan to combine its resources with those of the City; and the City recognized that it was in the best interest of public to leverage private dollars to aid in the delivery of certain governmental services when such are rendered insufficient due to private actions, including residential development and construction; and

WHEREAS, the share of costs estimated and allocated herein is intended to equal the share of anticipated benefits of the IMPROVEMENTS, though nothing contained herein shall vest HARRISON DEVELOPMENT #1 with any ownership rights and interests in the

IMPROVEMENTS; moreover, nothing contained herein shall constitute or be treated as a partnership between the CITY and HARRISON DEVELOPMENT #1;

WHEREAS, HARRISON DEVELOPMENT #1 acknowledges the direct benefit to the PROPERTY of these IMPROVEMENTS.

In consideration of the mutual covenants of the parties set forth herein, the CITY and HARRISON DEVELOPMENT #1 agree as follows:

1. Incorporation of Recitals. The Parties agree that the RECITALS above are true and correct, and are incorporated as terms into this Agreement.

2. Terms. The Agreement shall be effective from the date above-written and shall continue until 12 months after the City Council accepts the IMPROVEMENTS for ownership and maintenance.

3. Costs. The total costs of this Agreement is estimated to be \$4,704 or as otherwise mutually agreed in writing by the parties prior to the commencement of any construction hereunder. _____.

a. HARRISON DEVELOPMENT #1 shall construct the IMPROVEMENTS to city standards, and in a good and professional manner; specifically, the sidewalk, to include the correction of all final punch list items. The parties incorporate and agree the attached Sitework Proposal shall, by way of illustration and without limitation, constitute the minimum work that is necessary for HARRISON DEVELOPMENT #1 to fully perform under this Agreement. At all times hereunder, whenever any work is being done contrary to this Agreement, the City shall retain the right to order the work stopped until such time as the work (and the results thereof) is performed in conformance with the standards herein required.

b. HARRISON DEVELOPMENT #1 shall pay the cost of all the IMPROVEMENTS as agreed between the parties.

c. HARRISON DEVELOPMENT #1 shall dedicate in writing the IMPROVEMENTS to the CITY upon completion of construction.

d. Upon the City's acceptance of the IMPROVEMENTS, The CITY shall reimburse HARRISON DEVELOPMENT #1 \$4,704 of the agreed costs that HARRISON DEVELOPMENT #1 has paid, as documented by paid receipt or other writing, the sufficiency of which shall be in the sole discretion of the CITY. (HARRISON DEVELOPMENT #1 agrees that, in the event that costs are in excess of the amount to which the CITY agreed, HARRISON DEVELOPMENT #1 shall be solely responsible for the excess costs or costs overrun, without any demand or expectation of contribution from the CITY.)

e. HARRISON DEVELOPMENT #1 is to provide a one-year warranty for the IMPROVEMENTS starting from the date of acceptance by the City Council.

4. Default. In the event that either party shall fail to observe, keep, or perform any of its obligation, covenants, or agreements contained herein for a period of 30 days after written notice by the non-defaulting party, the non-defaulting party may exercise any and all remedies permitted in law or at equity including without limitation the right to specifically enforce the defaulting party's obligations hereunder.

5. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) upon delivery or refusal to accept when sent by recognized courier service that obtains a signed receipt upon delivery; or (ii) upon delivery or refusal to accept when sent by registered or certified U.S. Mail return receipt requested, postage prepaid; or (iii) by facsimile with confirmed receipt.

If to Harrison Developments #1, LLC

Harrison Developments #1, LLC
Attn: Dr. Harrison
35 N. Roscoe Blvd.
Ponte Vedra Beach, Florida 32082

If to CITY:

City of Jacksonville Beach, Florida
Public Works Department
Attn: Dennis Barron
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

or such other address as either party may specify in writing to the other party by notice in accordance with this paragraph.

6. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and may not be altered, changed, or amended except by written instrument signed by both parties hereto.

b. No Waiver. No provision of this Agreement shall be deemed to be waived unless such waiver is in writing signed by the party against whom the waiver is charged.

c. Partial Invalidity. If any term of this Agreement, or the application of the term of any person or circumstance is, to any extent, legally determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the term to persons or circumstances other than those as to which the term is held invalid or unenforceable, will not be affected by the application, and each term of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

d. Governing Law. This Agreement shall be construed pursuant to the laws of the State of Florida; venue shall be in Duval County, Florida.

e. Time of Essence. Time is of the essence with respect to each party's performance of its obligations under this Agreement.

f. No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights or remedies on any persons or entities other than the parties hereto.

g. Assignment. Neither party shall assign the any of its rights or obligations under this Agreement without the prior written consent of the other party. The City Manager of the CITY shall be authorized to give or withhold the CITY's consent hereunder should it be determined, in his or her sole discretion, that it is in the best interest of the CITY to do so.

h. Successors in Interest. All terms and conditions set forth herein shall apply to and bind any successor in interest of the parties.

i. Hold Harmless. HARRISON DEVELOPMENT #1 agrees to hold the CITY harmless, and to indemnify, protect, defend and save the CITY, its officials, officers, employees, and agents harmless from any all claims or causes of action arising out of and/or during the performance of this Agreement, including, but not limited to, due to the misconduct, negligence or omission of HARRISON DEVELOPMENT #1, its officers, employees, contractors, and agents.

IN WITNESS WHEREOF, the CITY and HARRISON DEVELOPMENT #1 have executed this Agreement as of the date and year first above written.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin
Title: City Clerk
Date: _____

Sign: _____
Print: Christine Hoffman
Title: Mayor
Date: _____

Sign: _____
Print: Michael J. Staffopoulos
Title: City Manager

Approved as to form and legal sufficiency: Date: _____

Sandra R. Robinson, City Attorney

DRAFT

Harrison Developments #1, LLC.

Sign: _____

Print: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

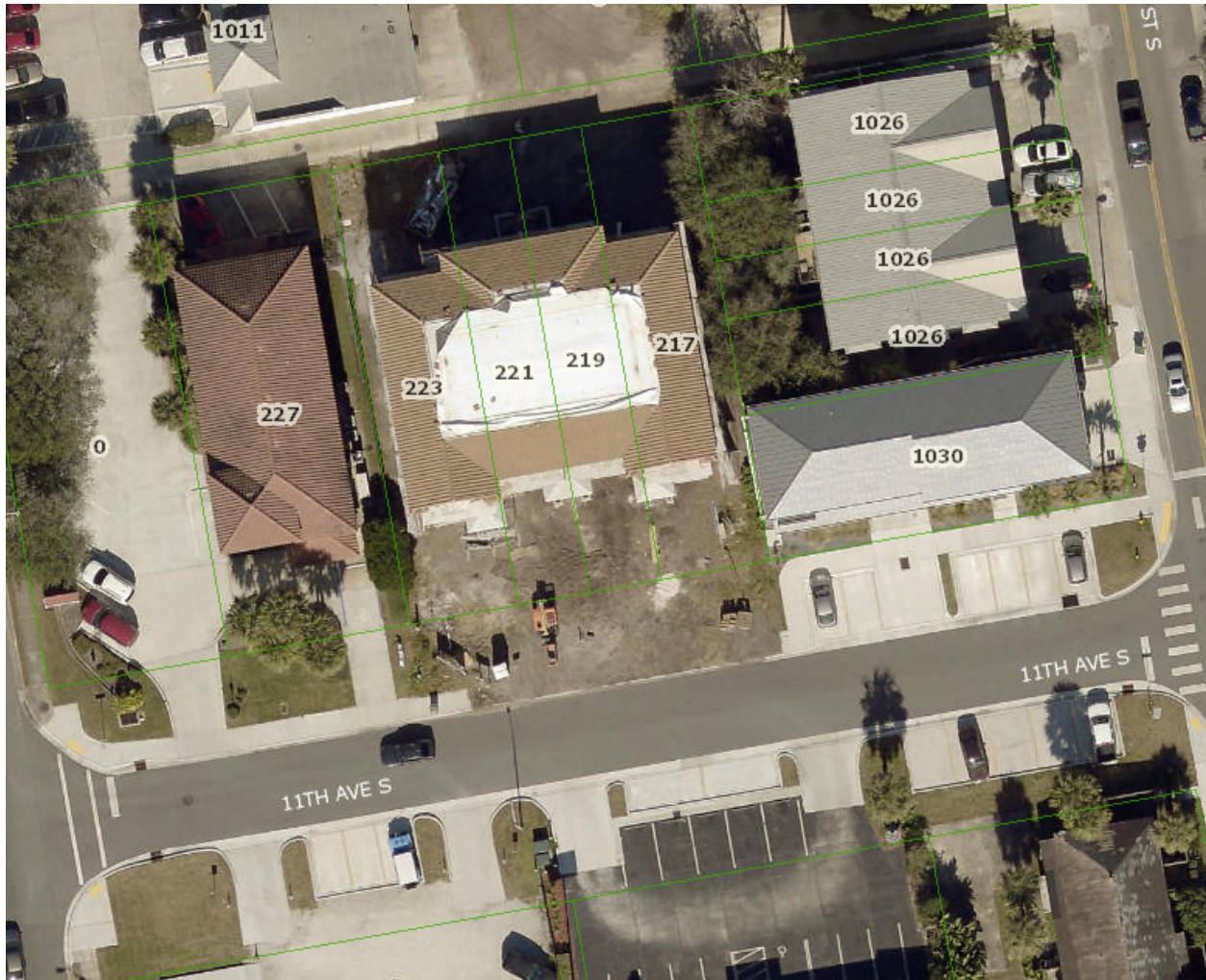
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 20__ by _____ (name of person acknowledging), who is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public, State of Florida
Print: _____
My commission expires: _____

EXHIBIT "A"

Addresses consisting of four units, including 217, 219, 221, and 223 11th Avenue South, Jacksonville Beach, FL 32250.

Real Estate Nos.: 0179978-1000, 0179978-1010, 0179978-1020 and 0179978-1030





Submitted To: Ken Sarbu 32640 St Road 218 Middleburg, FL 32068	Attention: Ken Sarbu Phone: 904-262-1157 Fax: Email sarbuconst@icloud.com	Jax Beach Jacksonville Beach, FL 32080
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ADDITIONAL COSTS FOR CONCRETE AND CMU ITEMS LISTED BELOW

Capital Concrete & Masonry Solutions proposes to furnish labor and material for the following listed below

Description	Plan qty	Unit measure	Total line item cost
6" Thick, by 6' wide concrete sidewalk poured with 3000psi mix design and light broom finish	450 SF	\$	6,424.00
L&M to form and pour new curb with 3000psi mix	90 LF	\$	2,835.00
Concrete Pump or buggy for new curb- If needed	1 LS	\$	950.00

Terms:

Net 30 days from invoice date. All terms and conditions apply on past due monies. **CAPITAL CONCRETE & MASONRY SOLUTIONS** reserves the right to send out "notice to owner" and file liens on past due monies and use any legal means available to force collection, if such action becomes necessary. Buyer agrees to pay all costs and expenses incurred by in the collection of indebtedness evidenced by this agreement or any and all other indebtedness to **CAPITAL CONCRETE & MASONRY SOLUTIONS**, including court costs and reasonable attorney's fees incurred in connection or indebtedness, whether said cost or fees are incurred prior to filing of a law suit, after the filing of a law suit, on appeal, or otherwise and to pay a finance charge of 1 1/2% monthly or an annual rate of 18% until paid. Please sign and return the quote upon acceptance. **This quote is valid for 30 days from proposal date. Must have Notice of Commencement and Building Permit prior to starting job.**

Accepted By:

Title

Date

Accepted By:

Robert Carlton
904.824.6686

Date

D & D CONCRETE AND MORE LLC FEIN:84-2200766
 6332 THATCHER LANE, JACKSONVILLE, FL 32222
 PHONE 904.872.9334 EMAIL dydconcrete@gmail.com

QUOTE: 016		MONDAY, JULY 11, 2022	
QUOTE NAME: 11 ST SOUTH A1A – SIDEWALK REPLACEMENT			
BILL TO	SHIP TO	ADDITIONAL NOTES	
City of Jacksonville Beach 1460-A Shetter Ave 2 nd Floor Jacksonville Beach, FL 32250	SAME AS RECEPIENT	NONE	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
528 SQFT	6" SIDEWALK REPLACEMENT-FIGURE 1 Removal of /demolition of existing concrete and replace with new 6" thick concrete sidewalk with fiber mesh.	\$8/SQFT	\$ 4,224.00
		SUBTOTAL	\$ 4,224.00
		SALES TAX	\$480 .00
		MOBILIZATION NON-DUVAL	\$ 00.00
		QUOTE TOTAL	\$ 4,704. 00

Existing condition photo (s) are provided as the following
 attachment to this quote, which are used to determine
 this estimate of services. Thank you for this opportunity.

Daniel Aristild
 Manager

MAERConstruction

410 Blanding Boulevard Suite 10-259
Orange Park, Florida 32073
(904)329-3277

7/11/2022

Project Name: 11th Ave S Sidwalk
Location: 3rd Street S - 2nd Street S
Jacksonville Beach , FL

Quotation

TO:
Dennis Dupries
City of Jacksonville Beach
1460-A Shetter Ave - 1st Floor
Jacksonville Beach, FL 32250
ddupries@jaxbchfl.net
904-509-0268

Item	Description	Qty	Unit	Unit Price	Total Price
1	6" Sidewalk 3000 PSI w/ fiber mesh	450	SF	\$ 14.00	\$ 6,300.00

\$	6,300.00
----	----------

Pricing Notes:

**Quantities are estimated, actual to be billed*

Customer Signature X _____



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	08/05/2022
SUBJECT:	Notice of Property Reversion

BACKGROUND

The City of Jacksonville Beach has, over the course of time, deeded three parcels to the American Red Cross (ARC) for the purposes of constructing a lifeguard station (Station), expanding such Station, and performing lifeguarding and ocean rescue services. Each of the deeds executed with the ARC contain language that the ownership of the properties reverts to the City of Jacksonville Beach in the event the ARC stops performing services for a period of 12 months.

Recent issues surrounding the provision of lifeguard services required the City to revisit the deeds in question and the operational relationships between all parties involved at the Station. The City has determined that the three parcels, by operation of law, have already reverted to the City's ownership.

The City has had a positive working relationship with the ARC over decades of time. The City is requesting authorization to send official notice to the ARC of the reversion of the subject parcels to the City of Jacksonville Beach.

FINANCIAL IMPACT

The City will assume the cost of maintaining the lifeguard Station going forward.

REQUESTED ACTION

Approve/Disapprove authorization to send formal notice to the American Red Cross for the reversion of the subject parcels to the City of Jacksonville Beach

ATTACHMENTS



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	08/05/2022
SUBJECT:	Charter Amendment Ballot Initiative

BACKGROUND

The City received notice on August 4, 2022 (through attorneys for the VLSC Charter Amendment Referendum Committee (Committee)) that the Duval County Supervisor of Elections certified that the Committee has obtained the minimum number of signed petitions for their ballot initiative pursuant to Section 166.031(1). The Committee is now requesting the City place the proposed amendment contained in the petition to a vote of the City's electors at the next general election held within the municipality or at a special election called for such purpose.

The City Council could direct staff to prepare a resolution to advance this item for consideration at a special meeting within the next two weeks. Staff recommendation, however, with legal input and concurrence, is to disapprove advancing this item. The City has identified substantial legal concerns associated with: the formation of the political committee; the application of deadlines with the Supervisor of Elections; the content of the petition forms used to collect signatures; and the Charter amendment language (proposed Section 57(b)). Further, the City requests authorization to legally challenge all matters related to and arising from the ballot initiative and referendum.

FINANCIAL IMPACT

It is unknown what the cost will be to the City for filing or defending any legal challenges to the ballot initiative and referendum.

REQUESTED ACTION

Approve/Disapprove advancement of a resolution for consideration at a special City Council meeting; *and*

Approve/Disapprove authorization to legally challenge all matters related to and arising from the ballot initiative and referendum

ATTACHMENTS

1. August 4, 2022 Letter from Jason Gabriel, Esquire

Jason R. Gabriel
jgabriel@burr.com
Direct Dial: (904) 232-7211

Burr & Forman LLP
Bank of America Tower
50 North Laura Street
Suite 3000
Jacksonville, FL 32202

Office (904) 232-7200
Fax (904) 232-7201

BURR.COM

August 4, 2022

Sandra Robinson, Esq.
11 North Third Street
Jacksonville Beach, FL 32250
(srobinson@jaxbchfl.net)

Clifford B. Shepard, Esq.
2300 Maitland Center Pkwy., Suite 100
Maitland, FL 32751
(cshepard@shepardfirm.com)

Re: VLSC Citizen Initiative

Dear Ms. Robinson and Mr. Shepard:

I am pleased to share that we have been informed by the Supervisor of Elections' Office that it has verified the requisite number of petitions required, per section 166.031(1), Florida Statutes, for the VLSC citizen initiative to be placed on the ballot. The verification correspondence is attached. Section 166.031(1) states:

The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to all or any part or to all of said charter except that part describing the boundaries of said municipality.

The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.

It is the City of Jacksonville Beach's ("City") responsibility to ensure that the law is followed, which is accomplished by the Jacksonville Beach City Council ("City Council" or "Council") approving the placement of the proposed amendment to a vote of the electors.¹ First, the Mayor or a Council Member must place the issue on the agenda for City Council's consideration. Second, City Council must exercise its non-discretionary, ministerial duty of passing the enabling ordinance or resolution,² thereby approving the charter amendment's submission to the electorate for consideration. Third, and most importantly, voters are afforded the right to exercise their statutory and constitutional right to weigh in on this very important issue.

In an effort to save the taxpayer's money by avoiding a special election, this matter can be placed on the ballot for the November 8, 2022, general election. In order for this to occur (and as we have shared with the City from the beginning), Council action must occur by the end of August. If the enabling legislation is presented in the form of an ordinance, we are asking the City to waive a second reading (since Council has already foregone two previous opportunities to consider this matter) and to act at the next Council meeting on August 15, 2022 (since there is not another council meeting until September 6, 2022), or hold a second reading with final action at a specially held Council meeting between August 16 and August 31.³ If the enabling legislation, however, is presented in the form of a resolution, a waiver is unnecessary.

Should City Council not act on the enabling legislation on August 15, 2022, thereby resulting in this issue not being placed on the ballot, litigation will ensue. It is not at all the desire of VLSC to file a lawsuit against the City, but for the reasons set forth in the petition, VLSC will have no choice. The citizens deserve to exercise their vote.

¹ Florida law contains no requirement that verification of the petitions be completed prior to action by the governing body, and therefore, City Council could have acted on the enabling legislation at the July 18 and August 1, 2022 Council meetings. Council's next opportunity to act is August 15, 2022 or at an earlier special Council meeting.

² Section 101.161(1) allows for a public measure submitted to the vote of the people to be embodied in an enabling resolution or ordinance. § 101.161, FLA. STAT (2022)

³ Unless Council considers this as an emergency matter under the Charter, the City's Charter requires that an ordinance be noticed once in a newspaper of general circulation in the city at least ten (10) days prior to final adoption. The deadline for this action is August 5, 2022.

Sandra Robinson, Esq.
August 4, 2022
Page 3

Thank you for your time and should you have any questions or concerns, we are available to discuss at your convenience.

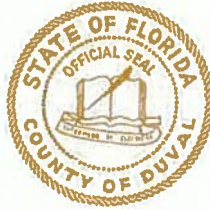
Sincerely,

A handwritten signature in blue ink, appearing to read 'J. R. Gabriel', with a stylized flourish at the end.

Jason R. Gabriel
Partner

cc:

James W. Emery
Board of Directors President
Volunteer Life Saving Corps



OFFICE OF THE SUPERVISOR OF ELECTIONS

MIKE HOGAN
SUPERVISOR OF ELECTIONS
OFFICE: (904) 255-3444
CELL: (904) 219-8924

105 EAST MONROE STREET
JACKSONVILLE, FLORIDA 32202
FAX: (904) 255-3434
E-MAIL: MHOGAN@COJ.NET

August 4, 2022

James W. Emery, Chair
VLSC Charter Amendment Referendum Committee
427 North 3rd Street
Jacksonville Beach, FL 32250

Dear Mr. Emery,

This office has processed the required number of Volunteer Life Saving Corp. Charter Amendment petitions to place the amendment on the November 8, 2022, General Election ballot.

The required number of accepted petitions in the amount of 2,003 (10% of 20,032 total registered voters in Jacksonville Beach during the 2020 General Election) was met on August 2, 2022. A petition status report is enclosed.

Pursuant to Section 166.031, Fla. Stat. the requirements of subsection (1) have been met.

Accordingly, this letter shall serve as certification of the VLSC Charter Amendment required number of petitions submitted and accepted as valid.

Sincerely,

Mike Hogan
Supervisor of Elections

Enc.

Cc: Rita Mairs

Date 8/4/2022
Time 09:34 AM

Mike Hogan
Supervisor of Elections
Petition Status Report

Duval County, FL

Petition Id	Petition Short Description			District		Date Petition Opened		Petition Number
782	VLSC CHARTER AMENDMENT			CTY	3	30-June-2022		782
	Signatures Claimed	Sigs checked	<u>Unchecked Signatures</u>	Signatures Required	Valid Sigs	Rejected Sigs including Duplicates	Duplicate Sigs	
Batch 1	368	368	0	2,003	292	76	0	
Batch 2	189	189	0		156	33	0	
Batch 3	291	291	0		258	33	0	
Batch 4	208	208	0		161	47	2	
Batch 5	196	196	0		169	27	0	
Batch 6	236	236	0		189	47	2	
Batch 7	137	137	0		116	21	1	
Batch 8	266	266	0		202	64	1	
Batch 9	206	206	0		145	61	1	
Batch 10	193	193	0		164	29	4	
Batch 11	132	132	0		113	19	1	
Batch 12	172	172	0		147	25	1	
Batch 13	160	160	0		132	28	0	
Batch 14	100	100	0		89	11	0	
Batch 15	105	105	0		87	18	0	
	<u>2,959</u>	<u>2,959</u>	<u>0</u>	<u>2,003</u>	<u>2,420</u>	<u>539</u>	<u>13</u>	
Grand Total	<u><u>2,959</u></u>	<u><u>2,959</u></u>	<u><u>0</u></u>	<u><u>2,003</u></u>	<u><u>2,420</u></u>	<u><u>539</u></u>	<u><u>13</u></u>	

Mike Hogan

Date 10/13/2020

Supervisor of Elections

Duval County, FL

Time 06:22 AM

Book Closing District Demographic Analysis for 2020 General Election

Election	160	Closing Date = Oct/06/2020						
		<u>Total</u>	<u>Voters</u>	<u>Dem</u>	<u>Rep</u>	<u>Non-P</u>	<u>Other</u>	<u>LPF</u>
District	Jacksonville Beach							
WHITE		17,860	4,341	9,386	3,773	251	109	0
BLACK		523	384	37	96	4	2	0
HISPANIC		511	165	195	135	13	3	0
OTHER		1,138	311	399	391	27	10	0
WHITE MALE		8,673	1,748	4,721	2,010	120	74	0
BLACK MALE		246	159	17	65	4	1	0
HISPANIC MALE		218	56	97	61	2	2	0
OTHER MALE		430	108	165	140	12	5	0
WHITE FEMALE		9,022	2,560	4,578	1,720	130	34	0
BLACK FEMALE		267	217	19	30	0	1	0
HISPANIC FEMALE		287	108	95	72	11	1	0
OTHER FEMALE		475	155	180	128	9	3	0
SEX UNSPECIFIED		414	90	145	169	7	3	0
AGE 18-25		1,859	488	773	522	58	18	0
AGE 26-30		2,104	508	944	594	39	19	0
AGE 31-35		2,019	483	858	617	34	27	0
AGE 36-40		1,753	453	752	502	30	16	0
AGE 41-45		1,461	359	655	410	26	11	0
AGE 46-50		1,488	334	795	332	18	9	0
AGE 51-55		1,575	328	930	294	15	8	0
AGE 56-60		1,854	436	1,074	309	28	7	0
AGE 61-65		1,726	502	959	250	12	3	0
AGE 66-UP		4,184	1,309	2,274	560	35	6	0
TOTAL		20,032	5,201	10,017	4,395	295	124	0



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sandra R. Robinson, City Attorney
DATE:	07/19/2022
SUBJECT:	Resolution No. 2115-2022 Interlocal Agreement for Distribution of Opioid Litigation Settlement Proceeds

BACKGROUND

On June 21, 2021, the City Council adopted Resolution No. 2086-2021 which authorized the City of Jacksonville Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan (the "Florida Plan") regarding the allocation and use of opioid settlement proceeds. Since that time, the State of Florida has reached multi-million dollar settlements with the National Distributors (McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation), Janssen, Endo Health Solutions, Inc., CVS Health Corporation, CVS Pharmacy, Inc., Teva Pharmaceuticals Industries, Ltd., Allergan, PLC, and Walgreens.

The Florida Plan sets forth the framework for a unified plan between the State of Florida and local governments regarding the proposed allocation and use of opioid litigation settlement funds and divides the settlement funds into three funds, to wit: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund. To receive its share of the Regional Fund, the City of Jacksonville must qualify as a "Qualified County." One of the requirements to qualify as a "Qualified County" is that the County must enter into an agreement with a majority of its municipalities (majority is more than 50% of the municipalities' total population) related to the expenditure of opioid funds. Therefore, it is in the City's best interest to enter into the Interlocal Agreement to ensure that the City of Jacksonville qualifies as a "Qualified County" to receive the Regional Funds pursuant to the Florida Plan.

The Interlocal Agreement sets forth the allocation of the Regional Funds to the Cities of Jacksonville, Jacksonville Beach, Atlantic Beach, Neptune Beach, and the Town of Baldwin in accordance with the Adjusted Population Estimates for Florida Counties and Municipalities Used for State Revenue-Sharing Calculations as provided in the Local Government Financial Information Handbook current at the time of each settlement fund distribution.

FINANCIAL IMPACT

PAYOUT ESTIMATES TO THE CITY OF JACKSONVILLE BEACH FROM REGIONAL FUNDS	
National Distributors & Janssen	\$256,657.42
Endo Health Solutions	\$ 8,286.89



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CVS Health Corporation/CVS Pharmacy	\$ 66,295.14
Teva Pharmaceuticals Industries	\$ 26,686.05
Allergan	\$ 18,381.83
Walgreens	\$ 93,415.88
TOTAL PAYOUT ESTIMATE:	\$469,723.21

All settlement proceeds once distributed must be used to either: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved purposes are attached to the Florida Plan as Schedules A and B.

A Council briefing will be scheduled to discuss potential projects and programs and to prioritize where the money should be spent.

REQUESTED ACTION

Adopt/Deny Resolution No. 2115-2022 approving an Interlocal Agreement Between the City of Jacksonville, the City of Atlantic Beach, the City of Jacksonville Beach, the City of Neptune Beach, and the Town of Baldwin for Distribution of Opioid Litigation Settlement Proceeds

ATTACHMENTS

1. Resolution No. 2115-2022

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2115-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE, THE CITY OF ATLANTIC BEACH, THE CITY OF JACKSONVILLE BEACH, THE CITY OF NEPTUNE BEACH, AND THE TOWN OF BALDWIN FOR DISTRIBUTION OF OPIOID LITIGATION SETTLEMENT PROCEEDS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on June 21, 2021, the City Council of the City of Jacksonville Beach, Florida ("City") adopted Resolution No. 2086-2021 which authorized the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan (the "Florida Plan") regarding the allocation and use of opioid settlement proceeds; and

WHEREAS, the Florida Plan sets forth the framework for a unified plan between the State of Florida and local governments regarding the proposed allocation and use of opioid litigation settlement funds and divides the settlement funds into three funds, to wit: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund; and

WHEREAS, the State of Florida has reached multi-million dollar settlements with the National Distributors (McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation), Janssen, Endo Health Solutions, Inc., CVS Health Corporation, CVS Pharmacy, Inc., Teva Pharmaceuticals Industries, Ltd., Allergan, PLC, and Walgreens; and

WHEREAS, to receive its share of the Regional Fund, the City of Jacksonville must qualify as a "Qualified County." One of the requirements to qualify as a "Qualified County" is that the County must enter into an agreement with a majority of its municipalities (majority is more than 50% of the municipalities' total population) related to the expenditure of opioid funds; and

WHEREAS, it is in the City's best interest to enter into the Interlocal Agreement to ensure that the City of Jacksonville qualifies as a "Qualified County" to receive the Regional Funds pursuant to the Florida Plan.

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

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Approval of Interlocal Agreement. The City Council hereby approves the Interlocal Agreement Between the City of Jacksonville, the City of Atlantic Beach, the City of Jacksonville Beach, the City of Neptune Beach, and the Town of Baldwin for Distribution of Opioid

Litigation Settlement Proceeds attached hereto as Attachment A, and the City Manager and Mayor are hereby expressly authorized to execute same.

SECTION 3. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2022.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

Prepared by and Return to:
 Tiffany Douglas Pinkstaff, Esq.
 Office of General Counsel
 117 West Duval Street, Suite 480
 Jacksonville, Florida 32202

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE,
 THE CITY OF ATLANTIC BEACH, THE CITY OF JACKSONVILLE BEACH,
 THE CITY OF NEPTUNE BEACH, AND THE TOWN OF BALDWIN
 FOR DISTRIBUTION OF OPIOID LITIGATION SETTLEMENT PROCEEDS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2022, by and between the Consolidated City of Jacksonville (“City of Jacksonville”) and each of the four municipalities, the City of Atlantic Beach, the City of Jacksonville Beach, the City of Neptune Beach and the Town of Baldwin (collectively “Municipalities”), and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (“Effective Date”).

WITNESSETH:

WHEREAS, a national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Duval County and the entire State of Florida (“Opioid Epidemic”); and

WHEREAS, the State of Florida filed an action pending in Pasco County, Florida, and a number of Florida cities and counties, including the City of Jacksonville, have also filed an action titled In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (“Opioid Litigation”), seeking damages resulting from the Opioid Epidemic; and

WHEREAS, proposed settlements have been developed to resolve certain claims brought in the Opioid Litigation; and

WHEREAS, the Attorney General for the State of Florida (“Attorney General”) anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to the City of Jacksonville or the Municipalities; and

WHEREAS, the Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement (“Florida Plan” attached hereto as Exhibit A) sets forth the framework for a unified plan between the State of Florida and local governments regarding the proposed allocation and use of Opioid Litigation settlement funds and divides the settlement funds into three funds: (1) the City/County fund; (2) the Regional Fund; and (3) the State Fund; and

WHEREAS, to receive its share of the Regional Fund (“Jacksonville Regional Funds” as defined herein), the City of Jacksonville must qualify as a “Qualified County” (as that term is defined in the Florida Plan); and

WHEREAS, the City of Jacksonville and the Municipalities recognize that it is in their best interests to enter into this Agreement in order to ensure that the City of Jacksonville qualifies as a “Qualified County” to receive the Jacksonville Regional Funds pursuant to the Florida Plan.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Authority.** This Agreement is entered into by the parties pursuant to the authority provided by Section 163.01, Florida Statutes.

3. **Definitions.** Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.

4. **“Jacksonville Regional Funds.”** The term “Jacksonville Regional Funds” shall mean the amount of the Regional Funds remitted to the City of Jacksonville by the State of Florida in accordance with the Florida Plan provided that the City of Jacksonville qualifies as a Qualified County under the Florida Plan. The City acknowledges and agrees to take all steps needed to qualify as a Qualified County.

5. **Distribution of Jacksonville Regional Funds.** The parties agree that the received Jacksonville Regional Funds will be allocated to the City of Jacksonville and the Municipalities in accordance with the Adjusted Population Estimates for Florida Counties and Municipalities Used for State Revenue-Sharing Calculations as provided in the Local Government Financial Information Handbook current at the time of each settlement fund distribution. Distribution of said settlement funds by the City of Jacksonville to the Municipalities shall occur within forty-five (45) days from the date of receipt by the City of Jacksonville. By way of example, for the Fiscal Year 2021-22 State Revenue-Sharing Calculations, the 2020 Adjusted Population Estimates (less inmates) for Florida Counties and Municipalities found at Appendix A of the November 2021 Local Government Financial Information Handbook (pg. 276) were used as follows:

	April 1, 2020 Total Population	FY 2021/22 State Revenue-Sharing Percentages
Jacksonville	935,660	95.3306%
Jacksonville Beach	23,394	2.3835%
Atlantic Beach	13,824	1.4085%
Neptune Beach	7,193	0.7329%
Baldwin	1,419	0.1446%
TOTAL	981,490	100.0000%

6. **Section Headings.** All section headings used in this Agreement have been inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

7. **Construction.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “Fortius Contra Proferentum” shall not be applied to the interpretation of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for the distribution of Settlement Proceeds. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modification of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

9. **Counterparts.** This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid and enforceable for all purposes.

[Remainder of the page is intentionally left blank. Signature pages to immediately follow.]

IN WITNESS WHEREOF, the City of Jacksonville, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
Name: James R. McCain, Jr.
Title: Corporation Secretary

By: _____
Name: Lenny Curry
Title: Mayor

Form Approved:

Office of General Counsel

IN WITNESS WHEREOF, the City of Atlantic Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF ATLANTIC BEACH

By: _____
Donna L. Bartle, City Clerk
800 Seminole Road
Atlantic Beach, Florida 32233

By: _____
Ellen Glasser, Mayor

Date: _____

Approved as to form and legal sufficiency:

Brenna M. Durden, City Attorney

IN WITNESS WHEREOF, the City of Jacksonville Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE BEACH

By: _____
Sheri Gosselin, City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250

By: _____
Christine Hoffman, Mayor
11 North 3rd Street
Jacksonville Beach, Florida 32250

By: _____
Mike Staffopoulos, City Manager
11 North 3rd Street
Jacksonville Beach, Florida 32250

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

IN WITNESS WHEREOF, the City of Neptune Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF NEPTUNE BEACH

By: _____
Catherine Ponson, City Clerk
116 1st Street
Neptune Beach, Florida 32266

By: _____
Elaine Brown, Mayor
116 1st Street
Neptune Beach, Florida 32266

By: _____
Stefen Wynn, City Manager
116 1st Street
Neptune Beach, Florida 32266

IN WITNESS WHEREOF, the Town of Baldwin, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

TOWN OF BALDWIN

Lula Hill, Town Clerk

By:_____
Sean T. Lynch
Mayor

Form Approved:

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 7. Engage non-profits and faith-based communities as systems to support prevention.
- 8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development Department
DATE:	06/21/2022
SUBJECT:	Resolution Number 2116-2002 Updated Southend Redevelopment Area Plan

BACKGROUND

The City of Jacksonville Beach adopted the redevelopment plan for the Southend Redevelopment Area originally in 1987 and amended the plan in 1988 to expand the boundaries of the district. In 2011, the Community Redevelopment Agency (CRA) and the City Council adopted a plan amendment to include a Capital Improvement Plan (CIP). Many of the projects in the 2011 CIP have been completed or are deemed no longer necessary due to changed conditions and/or updated studies. Additionally, several of the listed projects reference project details and technology that was so specific that when technology or project needs changed, the CRA was no longer able to fund the projects due to the level of detail provided in the adopted document.

With the Southend Redevelopment Area almost completely built out, and several projects already completed or deemed no longer necessary, staff and the CRA have had several discussions on remaining projects in the district that need to be included in a plan amendment.

The Southern Group (the City's Consultant) and City staff have worked to amend the Southend Redevelopment Area Plan to provide an updated list of remaining projects, and to keep the projects at a more general level to be prepared for potential project detail or technology changes that can be accommodated.

The CRA reviewed and discussed a draft Southend Redevelopment Area Plan CIP on June 27, 2022 at their regular meeting. After discussion and comments, a final version of the Plan Amendment was prepared by staff and reviewed and discussed by the CRA at the regular meeting on July 25, 2022, and the CRA voted to adopt the final Southend Redevelopment Area Plan CIP for FY2023-2027. It is anticipated that the CIP will be reviewed every five years moving forward to keep up with needs in the Southend Redevelopment Area, until 2047, when the CRA ends.

FINANCIAL IMPACT

The CIP has been updated for the Southend Redevelopment Area with updated projects and estimated costs. Estimated costs are variable until project scope, design, bid advertisement and bid award have been completed.

REQUESTED ACTION

Adopt/Deny Resolution No. 2116-2022 adopting the updated Southend Redevelopment Area Plan



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ATTACHMENTS

1. Resolution No. 2116-2022 Southend Plan Amendment
2. Southend Community Redevelopment Plan Capital Improvement Plan FY2023-2027

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2116-2022

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND THE COMMUNITY REDEVELOPMENT PLAN FOR THE SOUTHEND REDEVELOPMENT AREA FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PREVIOUSLY AMENDED, ACCORDING TO THE REQUIREMENTS OF THE COMMUNITY REDEVELOPMENT ACT OF 1969, BY ADOPTING THE FY2023-2027 CAPITAL IMPROVEMENT PLAN AS PRESENTED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council and its Community Redevelopment Agency ("CRA") have caused to be prepared a revision to the Capital Improvement Program and budget based on the City's Department of Public Works and Department of Parks and Recreation Capital Improvement studies; and

WHEREAS, it is deemed desirable to incorporate the Capital Improvement Program and budget into the Community Redevelopment Plan for the Southend Redevelopment Area for the City to provide a framework and guideline for community redevelopment activities and capital improvements undertaken or proposed to be undertaken within the redevelopment area; and

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

WHEREAS, the CRA has made such a recommendation by CRA Resolution No. 2022-05, which was approved on July 25, 2022; and

WHEREAS, the City Council has considered the recommended FY2023-2027 Capital Improvement Program and has held a public hearing on the proposed amendment to the Southend Community Redevelopment Plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the CRA.

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

SECTION 1. That the City Council of the City of Jacksonville Beach finds that the Southend Community Redevelopment Plan adopted on June 15, 1987, as previously amended (the "Plan") be further amended to incorporate the FY2023-2027 Southend Capital Improvement Program which is attached hereto as Exhibit A and made a part of this Resolution. Copies of the Southend Capital Improvement Program is on file and available for public inspection at the office of the Jacksonville Beach Community Redevelopment Agency located in the Department of Planning and Development, 11 North 3rd Street, Jacksonville Beach, Florida.

SECTION 2. All provisions of the June 15, 1987 Plan, as amended, that may be applicable to the area covered by said Community Redevelopment Plan shall remain in effect. The capital improvement program set forth in the FY2023-2027 Capital Improvement Program shall supersede the capital improvements program outlined in the March 2011 Capital Improvement Program.

SECTION 3. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2022.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

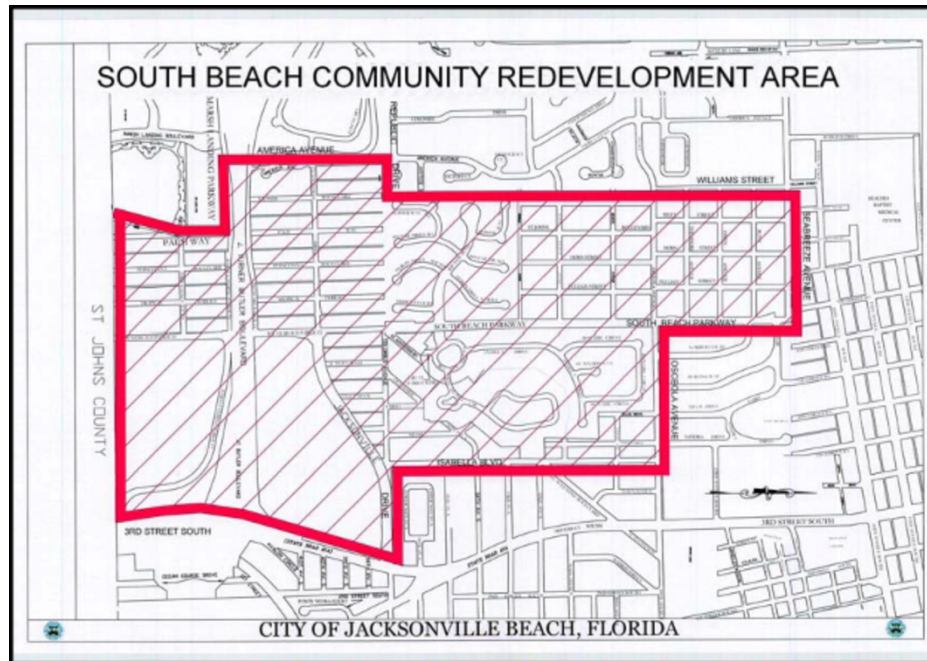
EXHIBIT A

Southend Community Redevelopment Plan Capital Improvement Plan: FY2023-2027 Program Amendment July, 2022

BACKGROUND

On June 15, 1987, the City of Jacksonville Beach adopted its plan for the redevelopment of the Southend area of the city. This action followed on the completion of a detailed study of physical conditions in the area and the approval of a resolution finding that a necessity exists for the redevelopment of the area. In August 1987, the City approved an ordinance establishing a tax increment trust fund for the Southend Community Redevelopment District.

The map below shows the current boundaries of the District. Please note that the southeastern portion of the District along South 3rd Street adjacent to the St. Johns County line was added to the area by amending the redevelopment plan in May 1988.



Since its inception in 1987, the City and its Community Redevelopment Agency (CRA) has worked diligently to carry out the adopted plan. The effort has focused primarily on the provision of public infrastructure to support the redevelopment of the area, both in the public-private partnerships and as standalone capital improvements.

EXHIBIT A

Southend Community Redevelopment Plan Capital Improvement Plan: FY2023-2027 Program Amendment July, 2022

Maintenance of existing improvements and of these improvements will utilize state of the art techniques to ensure the highest quality.

Project Title: *Community Redevelopment Agency – Southend Redevelopment District Road & Associated Infrastructure Improvements*

Since the adoption of the Southend redevelopment plan in 1987, six major public-private projects have been completed (Riptide, South Beach Regional Shopping Center, South Beach Parkway Shopping Center, Ocean Cay, South Beach Mixed Use Development, Ocean Terrace and Paradise Key). In addition to the projects involving private enterprises, numerous public infrastructure projects have been constructed to support the redevelopment activity in the district. The infrastructure projects are managed primarily by the Public Works Department; parks facilities projects are managed by both the Public Works and the Parks & Recreation Departments.

Project Description and Reason Necessary: Within the City there are roads, which need to be rebuilt because of deterioration caused by aging, compromise of the base and excess elevation due to asphalt overlays. The degree of required rebuilding differs with the condition of each road. When roads are identified for reconstruction, Public Works reviews other utility and traffic systems (water, wastewater, stormwater, pavement and road base, sidewalk, etc.) in the right-of-way for prudent upgrades and repairs to maximize return on investment. Estimated planning costs are variable until project scope, design, bid advertisement and bid award are complete.

- **South Beach Parkway Roadway/ Stormwater Improvements Project (Phase 3):** The design of improvements to the South Beach Parkway Stormwater Pond (at Marsh Landing Parkway) that receives Ocean Terrace stormwater design is being reviewed by City staff.
- **Stormwater Piping and Roadway Improvements Project (Phase 4): Phase 2: Additional design for America Avenue completed in FY22.** This is a sidewalk, drainage and roadway improvement for the area on America Avenue from Republic Drive Southward to cul-de-sac, including a stormwater pump station to discharge into Phase I of Phase 4 Jacksonville Drive Project.
- **Stormwater/Roadway Improvements (Phase 5):**
 1. Roadway improvements include Marsh Landing Parkway, Isabella Boulevard from Jacksonville Drive to Osceola Avenue, and 34th Avenue South from Isabella Boulevard to dead end.
 2. Stormwater Improvements include South Basin Canal modifications including basin silt removal, pipe cleaning/rehabilitation, channel stabilization (\$2.25M).

EXHIBIT A

Southend Community Redevelopment Plan Capital Improvement Plan: FY2023-2027 Program Amendment July, 2022

3. Pump Station improvements including new/improved pumps; stairs; channels to wet wells; improved bar screens; electrical; lighting; fencing and security improvements (\$1.25M).
 4. Downstream outfall improvements, including downstream silt removal, pipe cleaning/rehabilitation and channel stabilization. (\$10.5M)
- **Stormwater/Reuse Improvements (Phase 6):** Stormwater system improvements include Osceola Avenue from South Beach Parkway east to Sandra Drive, and Osceola Regional Pond modifications and reconstruction necessary at the JTB Basin pumping station and pond improvements.

Project (Fund Source)	Phase	FY2023	FY2024	FY2025	FY2026	FY2027	Total
South Beach Parkway Road Imps (Phase 3): Ocean Terrace Pond*	Construct					\$1,000,000	\$1,000,000
Stormwater/Road Imps (Phase 4) - America Ave (Phase 2 of Ocean Terrace)	Design Construct	\$1,500,000					\$1,500,000
Stormwater/Road Imps (Phase 5) – Marsh Landing Parkway, Isabella Blvd from Jacksonville Dr to Osceola Ave. and 34 th Avenue South from Isabella Blvd. to dead-end	Construct (CRA) Construct (City)	\$1,750,000 \$942,308					\$2,692,308
South Basin Stormwater Outfall Channel Imps (Phase 5) – South Basin Pump Station Improvements, Silt Removal, Pipe Cleaning/Rehab and Channel Stabilization	Design Construct	\$50,000 \$1,250,000 \$2,250,000	\$50,000				\$14,100,000
Stormwater/Reuse Imps (Phase 6) – Osceola Avenue from South Beach Parkway to Sandra Drive and Osceola Pond modifications	Design (CRA) Design (City) Construct (CRA) Construct (City)				\$584,000 \$314,462	\$4,136,000 \$2,227,077	\$7,261,539
	Total	\$7,742,308	\$50,000	\$10,500,000	\$898,462	\$7,363,077	\$26,553,847

The CRA/City have a 65%/35% split of costs for parts of the Stormwater/Road Improvements Phases 5 and 6 based on Southend CRA Stormwater Ditch Contribution Apportionment.

EXHIBIT A

Southend Community Redevelopment Plan Capital Improvement Plan: FY2023-2027 Program Amendment July, 2022

**Project re-budgeted from FY2022 CIP*

Funding Source	FY2023	FY2024	FY2025	FY2026	FY2027	Total
SB TIF	\$6,800,000	\$50,000	\$10,500,000	\$584,000	\$5,136,000	\$23,070,000
SW (City above)	\$942,308	\$0	\$0	\$314,462	\$2,227,077	\$3,483,847
Total	\$7,742,308	\$50,000	\$10,500,000	\$898,462	\$7,363,077	\$26,553,847

Recommended Funding Source – Southend Tax Increment Fund (SE TIF). Foundation for project scoping is in the Southend Redevelopment Master Plan (also incorporating appropriate portions of the City's Reuse Master Plan Study). Scope includes improvements to sanitary sewer, water distribution, reuse, stormwater and road systems throughout the area plus other identified ancillary public improvements.

NOTES:

1. These estimated planning costs are variable until project scope, design, bid advertisement and bid award are complete.
2. When roads are identified for reconstruction, Public Works reviews other utility and traffic systems (water, wastewater, stormwater, pavement and road base, sidewalk, etc.) in the right-of-way for prudent upgrades and repairs to maximize return on investment.
3. Other projects may be added in the future for other necessary road reconstruction. Listed projects may be deleted and/or shifted on time-line due to budgetary constraints.

EXHIBIT A

Southend Community Redevelopment Plan Capital Improvement Plan: FY2023-2027 Program Amendment July, 2022

Project Title: *Community Redevelopment Agency – Southend Redevelopment District South Beach Park Infrastructure Improvements and Maintenance Program*

City Priorities, Goals and Initiatives: Provide recreational amenities desired by the community. The South Beach Park area includes recreational opportunities for all ages. Beginning with the land acquisition for the park area, the Southend Redevelopment plan has provided for the Skate Park, tennis courts, beach volleyball, exercise trails, splash pad, basketball courts, multi-use play field, picnic shelters, and restrooms. In March 2017, the Plan was amended to include maintenance of these Tax Increment Funded facilities and improvements.

Southend Connectivity Corridors: This project includes connectivity corridors within the Southend redevelopment area that should enable safe non-motorized transport between neighborhoods, parks, commercial districts and the beach. These corridors will connect to the City funded urban trails. More information about the Urban Trails Project is available in the Parks Capital Improvement Plan.

South Beach Park and Medians Landscaping: The irrigation system needs to be replaced and several areas need landscape rejuvenation.

South Beach Park Sidewalk Entrance: The entrance to South Beach Park from Osceola Drive is not safe for pedestrians as there is no sidewalk. Construction of a sidewalk on the western part of the Fire Station will provide safer pedestrian ingress/egress off Osceola. This project also includes a sidewalk on the east side of Horn Street from Osceola into the parking lot.

Passive Park – Jax Drive/South Beach Parkway: This project includes several empty lots to the north of Jax Drive on South Beach Parkway (northwest corner), as well as a single lot to the South of Jax Drive on South Beach Parkway (Southwest corner). This may be a passive park or rest area. Budget includes design fees.

Security in Southend: This project is to help develop a strategy to cover more critical areas by designing and upgrading current security system(s) to provide more coverage in key areas within the Southend district. Overtime, these new cameras will require upgrades and general ongoing maintenance. The budget proposed below only includes the initial purchase and install of the new security cameras in the Southend. The ongoing monitoring and reporting of the camera system data may be contracted to the group who provides the installation.

EXHIBIT A

Southend Community Redevelopment Plan Capital Improvement Plan: FY2023-2027 Program Amendment July, 2022

Projects:	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Southend Connectivity Corridors	\$300,000	\$300,000				\$600,000
South Beach park medians & landscaping	\$175,000					\$175,000
South Beach park sidewalk entrance	\$100,000					\$100,000
Passive Park	\$500,000	\$500,000				\$1,000,000
Security Cameras	\$350,000	\$350,000				\$700,000
Subtotal Capital	\$1,425,000	\$1,150,000	\$0	\$0	\$0	\$2,575,000



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	07/11/2022
SUBJECT:	Ordinance No. 2022-8178 Redevelopment District: RD Rezoning Application for the Gallery at Jacksonville Beach Project (First Reading)

BACKGROUND

The property that is the subject of "The Gallery at Jacksonville Beach" rezoning application is located on the downtown block that is bounded by First Street North, Second Street North, Fourth Avenue North and Fifth Avenue North, and consists of approximately 1.15 acres of contiguous property. The property, which consists of six parcels with unique real estate numbers under common ownership, currently contains the former Johnson Gallery that has been converted to office space, a new restaurant (OKu Sushi) with on-site parking across from the pier parking lot, and vacant commercial property. Other uses on the block include an existing drinking establishment, a restaurant/bar, and a mixed-use parcel with offices and residential. Adjacent uses include a bar, multiple-family residential, public parking, and offices.

The applicant is proposing to continue to develop the subject property in phases with a mix of commercial uses in order to further the objectives of the Jacksonville Beach Redevelopment Plan, as is outlined in the application, and in accordance with the proposed Redevelopment District: RD zoning. The project contemplates a mix of restaurant, office and commercial retail uses, developed in phases, with Phase 1 being complete (existing office and restaurant). Proposed permitted commercial uses are listed on page 8 of the project narrative and include the majority of the same uses currently permitted in the CBD zoning district. The applicant has also provided a list of conditional uses that would be permitted in the RD zoning district with approval from the Planning Commission.

Parking is currently provided for Phase 1 on-site. Parking for Phase 2 would also be provided on-site, as is detailed in the application materials. Parking for Phases 3 and 4 would be provided through a combination of on-site parking, payment-in-lieu-of, share parking agreements, and off-site parking as permitted by the Land Development Code.

All rezoning applications are to be reviewed and considered by the City Council and the Planning Commission and Community Redevelopment Agency (CRA), who will each provide a recommendation to the City Council. For rezoning applications that change the designation of a property to Redevelopment District: RD zoning, the Community Redevelopment Agency shall also consider the application and provide a recommendation to the City Council. The Jacksonville Beach Land Development Code provides standards applicable to all rezoning applications that shall be applied by both the Planning Commission and the City Council in the consideration of applications. These standards are as follows:

LDC Section 34-211(c)

1. Whether the proposed amendment is consistent with the Comprehensive Plan;
2. Whether the proposed amendment is in conflict with any portion of the LDC;



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3. Whether and the extent to which the proposed amendment is consistent with the existing and proposed land uses;
4. Whether and the extent to which there are any changed conditions that require an amendment;
5. Whether and the extent to which the proposed amendment would result in demands on public facilities, and whether and the extent to which the proposed amendment would exceed the level of service standards established for public facilities in the comprehensive plan;
6. Whether, and the extent to which, zoning district boundaries are not properly drawn on the official zoning atlas;
7. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, stormwater management, wildlife, wetlands, and the natural functioning of the coastal environment;
8. Whether and the extent to which the proposed amendment would adversely affect the property values in the area;
9. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern; and
10. Whether it is impossible to find other lands in the city for the proposed use in a zoning district that permits such use as of right.

Staff has reviewed the applicant's request and finds that the application is consistent with the adopted Comprehensive Plan and is not in conflict with the LDC. Staff also finds that the proposed zoning amendment is consistent with the existing land uses in the immediate vicinity and the downtown area. The zoning amendment is required since the proposed project exceeds 50,000 square feet of commercial space at full build-out.

Pursuant to Section 34-347, "the RD zoning district classification is designed to achieve a diversity of uses in a desirable environment through the application of flexible land development standards and to foster creative design and planning practices in the Jacksonville Beach Downtown Redevelopment Area in order to encourage economic vitality and redevelopment pursuant to the objectives of the Jacksonville Beach Community Redevelopment Plan."

The application provides on pages 4 - 6 of the project narrative how the proposed mixed use project is consistent with the Jacksonville Beach Community Redevelopment Plan for downtown. Staff agrees with the applicant's assessment that the proposed redevelopment project is consistent with the general, economic and land use objectives provided for in the application. More specifically, the proposed project is consistent with the objectives of the redevelopment plan because it eliminates blighted conditions, provides for additional commercial area in the downtown core, increases the area's tax base, provides a compact mix of uses in the city's core, provides for moderate building height, and would provide a high quality new development.

The proposed project contemplates a total of approximately 40,000 square feet of restaurant space, 40,000 square feet of office space, and 25,000 square feet of commercial retail space that includes existing structures and businesses. The project will have a maximum building height of 35 feet in compliance with the City Charter and Land Development Code.

The staff's analysis of this project is that it is consistent with the adopted Comprehensive Plan, the current Land Development Code, and the adopted Jacksonville Beach Community Redevelopment plan for downtown. The proposed project serves to provide a creative and phased development of



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existing commercial buildings and vacant commercial property in the heart of the Downtown CRA District and on the northern edge of the Central Business District. The proposed mix of commercial uses will serve to support existing and future residential and hotel developments in the downtown area and the City at large and reimagine long vacant property in the downtown.

Staff recommended to the Planning Commission and Community Redevelopment Agency to recommend **APPROVAL** of the rezoning request for the Gallery RD project to the City Council. Both boards reviewed the application on July 25, 2022 and have recommended approval of the rezoning request. The CRA proposed the following condition: That each phase be reviewed by staff to ensure continued compliance with the Downtown CRA Plan. The Planning Commission proposed the following conditions: In phases three and four, as it relates to bar and restaurant development, any primary ingress or egress orientation as well as outdoor seating will be oriented to the north or south, and any variation to that facing west would require conditional use approval.

FINANCIAL IMPACT

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2022-8178 for a Redevelopment District: RD Rezoning Application for The Gallery at Jacksonville Beach Project on the first reading and schedule a second reading for Tuesday September 6, 2022

ATTACHMENTS

1. RD Rezoning Application - The Gallery
2. Ordinance No. 2022-8178



REZONING APPLICATION

RECEIVED
via FedEx
MAY 26 2022

PC No. 15-22
AS/400# 22-100068
PC HEARING 7:25-22

This form is intended for use by persons applying for a change in the boundaries of a specific property or group of properties under the person or persons control. A rezoning is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a rezoning shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance. A separate fee for advertising costs will be assessed accordingly.

APPLICANT INFORMATION

Land Owner's Name: Jax Beach AF LLC
Mailing Address: 177 4th Avenue North, Suite 200, Jacksonville Beach, FL 32250

Telephone: _____
Fax: _____

Applicant Name: Jax Beach AF LLC
Mailing Address: 177 4th Avenue North, Suite 200, Jacksonville Beach, FL 32250

E-Mail: _____

Telephone: _____
Fax: _____

E-Mail: _____

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

Agent Name: Driver, McAfee, Hawthorne & Diebenow, PLLC
Mailing Address: One Independent Drive, Suite 1200, Jacksonville, FL 32202

Telephone: (904) 807-8211
Fax: _____

E-Mail: sdiebenow@drivermcafee.com

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

REZONING DATA

Street address of property and/or Real Estate Number: 174090 0000, 174091 0000, 174091 0010, 173935 0000, 173936 0000, 174088 0000

Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): See attached.

Current Zoning Classification: CBD Future Land Use Map Designation: CBD

Proposed Zoning Classification: RD

REQUIRED INFORMATION		Attached?	
		Yes	No
1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked;		☒	☐
2. An 8½" x11" vicinity map identifying the property proposed for amendment;		☒	☐
3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked;		☒	☐
4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC.		☒	☐

Applicant Signature: [Signature]

Date: 4/20/2022

Agent Authorization

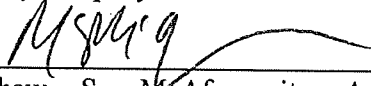
City of Jacksonville Beach Planning and Development Department
City Hall First Floor
11 North Third Street
Jacksonville Beach, Florida 32250

Re: Agent Authorization for 0 1st Street North, 502 1st Street North, 0 4th Avenue North, 177 4th Avenue North, and 0 5th Avenue North, Jacksonville Beach, FL 32250 (RE# 174088 0000; 174090 0000; 174091 0000; 174091 0010; 173935 0000; 173936 0000)

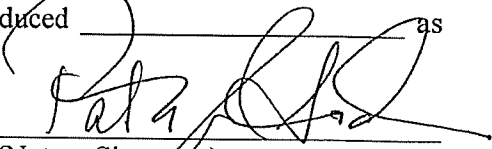
Ladies and Gentlemen:

You are hereby advised that Matthew S. McAfee, as an Authorized Representative of Jax Beach AF LLC, a Florida limited liability company, hereby authorizes and empowers Driver, McAfee, Hawthorne & Diebenow, PLLC, to act as agent to file an application for rezoning and such other entitlements as may be required for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change as submitted to the Jacksonville Beach Planning and Development Department.

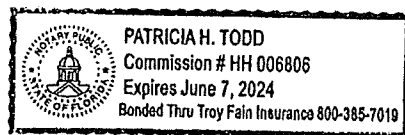
JAX BEACH AF LLC, a Florida limited liability company

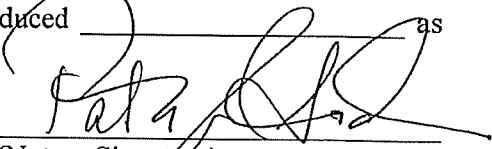

Matthew S. McAfee, its Authorized Representative

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of February, 2022 by, Matthew S. McAfee as an Authorized Representative of Jax Beach AF LLC, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced  as identification.

[Notary Seal]




(Notary Signature)

NARRATIVE DESCRIPTION
The Gallery at Jacksonville Beach
Proposed Rezoning to RD District and
Preliminary Development Plan
May 25, 2022

Jax Beach AF LLC (“Owner”) proposes to rezone approximately 1.15 acres of property from Central Business District (“CBD”) to Redevelopment District (“RD”). The property is located at 502 1st Street North, 0 4th Avenue North, 177 4th Avenue North, 0 5th Avenue North, and 0 1st Street North (RE#s 174090 0000; 174091 0000; 174091 0010; 173935 0000; 173936 0000; 174088 0000) (collectively, the “Property”). The following is a description of the proposed RD rezoning and the Preliminary Development Plan (“PDP”) supporting same. Also included is an explanation of why the proposed development complies with the standards governing RD rezonings and PDPs in the City of Jacksonville Beach (“City”) Land Development Code (“LDC”).

I. INTRODUCTION

The Property is located within the CBD functional land use category according to the Future Land Use Map (“FLUM”) series adopted as part of the 2030 Comprehensive Plan and is zoned CBD. The Property comprises a majority of the block bounded by 1st Street North, 4th Avenue North, 2nd Street North, and 5th Avenue North. It is located within the Downtown subdistrict of the RD Zoning District areas. Due to the location and unique and innovative development plan, Owner requests this RD rezoning to permit redevelopment of the Property into a multi-tenant, mixed-use plaza intended for restaurant, office, and commercial retail uses (the “Project”).

Currently, the Property features restaurant and office uses, with other areas vacant and undeveloped. Other businesses on the same block as the Property are Lynch’s Irish Pub, V Pizza and Flask & Cannon. To the north of the Property is Mango’s Beach Bar and residential uses, and the Jacksonville Beach Pier is to the east. Residential uses surround the Property to the south and west.

II. REDEVELOPMENT DISTRICT

The RD zoning district classification is designed to achieve a diversity of uses in a desirable environment through the application of flexible land development standards and to foster creative design and planning practices in the Jacksonville Beach Downtown Redevelopment Area in order to encourage economic vitality and redevelopment pursuant to the objectives of the Jacksonville Beach Community Redevelopment Plan (“CRP”). Land that is not zoned RD but seeks to be rezoned to RD must comply with Article VI, Division 3 standards and must also receive approval of a PDP pursuant to the procedures and standards of section 34-347. In furtherance of those objectives and standards, the Project will be constructed in accordance with the following provisions of the PDP below.

III. PRELIMINARY DEVELOPMENT PLAN

A. *Submission of application.* Following the preapplication conference, an application for rezoning and a PDP for RD zoning district classification shall be submitted to the planning and development director, along with a nonrefundable application fee which is established from time to time by the city council to defray the actual cost of processing the application.

B. *Contents of application.* The rezoning and PDP application shall include the following information:

1. The names, address and telephone number of the owners of record of the land proposed for development.

Owner: Jax Beach AF LLC
117 4th Avenue North, Suite 200
Jacksonville Beach, FL 32250
(904) 595-5636

2. The name, address, and telephone number of the developer, if different from the owner, and an explanation of the difference.

There is no difference between the Owner and developer.

3. The name, address and telephone number of the agent of the applicant, if there is an agent.

Applicant/Agent: Steve Diebenow and Cyndy Trimmer
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, FL 32202
sdiebenow@drivermcafee.com
ctrimmer@drivermcafee.com
(904) 301-1269

4. The name, address, and telephone number of all land use, environmental, engineering, economic, or other professionals that are assisting with the application.

Architect: Joe Cronk
Cronk Duch Architecture, LLC
1936 San Marco Boulevard, Studio 101
Jacksonville, FL 32207
joe@cronkduch.com
(904) 302-9848

5. The name, address and legal description of the land on which the PDP is proposed to occur, with attached copies of any instruments referenced, such as but not limited to deeds, plats, easements, covenants and restrictions.

The Property includes the addresses as defined above. The legal description and deeds are attached hereto as Exhibit 1.

6. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for development, with the boundaries already marked.

The assessment map is attached hereto as Exhibit 2.

7. An eight and one-half (8 ½) by eleven (11) vicinity map locating the proposed land for development.

The vicinity map is attached hereto as Exhibit 3.

8. A statement of the planning objectives to be achieved by the planned redevelopment activity and its consistency with the Jacksonville Beach Community Redevelopment Plan. The statement shall include a detailed description of the character of the proposed development, including information relative to the architectural style of the proposed development.

- i. Description of Character of Proposed Development.

The Property is located in an urban pedestrian scale environment, one (1) block from the Atlantic Ocean and the Jacksonville Beach Pier. Consistent with its location, the Project contemplates the development of a multi-tenant, mixed-use three (3) story plaza intended for restaurant, office and commercial retail uses with activated roof top amenities. The Project utilizes varying heights throughout the Property to maximize architectural aesthetic, consumer experience and ocean views, while ensuring consistent building mass and scale with the surrounding area.

With both the original J. Johnson building and the recently added O-Ku restaurant as the conceptual foundation, this RD rezoning creates a master plan to weave the block together into a unified fabric of buildings, roof terraces, courtyards, and open spaces that establish a sense of place and destination within the greater CBD. Within the master plan, the block is transformed to a human scale through the introduction of secondary alleys, “Vias” and covered loggias to encourage pedestrian links between streets, buildings, courts and roof spaces. The building planning and site placement strengthen the streets edge and pedestrian scale while creating unique interstitial spaces for gathering, an opportunity for shade, and respite from the automobile. The proposed mixed-use buildings are inspired by the architectural DNA of the traditional elements of the Gallery building as well as the contemporary nature of O-Ku to create a new language for the master plan that is both identifiable to the Project brand and establishes an example of contextual architecture for future projects. Massing, materiality, detailing and color palette will also draw from and compliment the precedent buildings. A conceptual illustration of the Project is attached hereto as Exhibit 4.

The Project contemplates multiple phases of development. The first phase has been completed with the development that has already occurred, including the Gallery office space and parking, the O-Ku restaurant and the on-site surface parking lot near O-Ku. O-Ku's conditional use application was approved in PC 03-21, attached hereto as Exhibit 5. The second phase contemplates the development of additional restaurant space between Lynch's and V Pizza and a surface parking lot on the northwest quadrant of the Property (the "Northwest Parking Lot"). The third phase contemplates additional buildout of the Northwest Parking Lot as well as the development of commercial and/or office space above the Northwest Parking Lot. The fourth phase of development involves the conversion of the first and third floor of the Gallery to restaurant uses as well as creating more pedestrian-friendly amenities in lieu of the surface parking lot currently serving the Gallery.

These phases are conceptual in nature and may change or intermix subject to market demands and actual build out. The Project and the phases of development are conceptually depicted in the site plan, attached hereto as Exhibit 6. Phases 3 and 4 depend on, among other things, market factors not currently determined; as a result, these phases may or may not be developed depending on the outcome of such factors. Whether Phases 3 or 4 are ever developed shall not in any way provide a basis for revoking or otherwise affecting the entitlements conferred herein regarding the development in Phases 1 or 2.

The Gallery's parking is vested as shown on the attached zoning confirmation letter, attached hereto as Exhibit 7. Because the Project contemplates the development of additional parcels within this RD rezoning, the parking demand may exceed what was originally contemplated in the approval. And because the Project will be developed in phases, the required parking demand and the availability of on-site parking may fluctuate as the development proceeds through the various phases. In order to provide the requisite parking as the development builds out, alternatives to on-site parking may be secured to meet the parking demand at that particular phase, including obtaining off-site parking, executing shared parking agreements, making payment in lieu contributions, or through any combination of the above or by any other method approved by the City Planning and Development Department (the "P&DD"). To this end, any off-site parking will be located in the general proximity of the Property to ensure safe and convenient access. A description of the parking buildout is further explained in the off-street parking and loading section of this RD rezoning (III.C.6.).

ii. Consistency with Jacksonville Beach Community Redevelopment Plan.

The proposed redevelopment is consistent with the general purpose and intent of the CRP and specifically contributes to the following objectives:

General Objectives:

- a. Eliminate the conditions of blight and prevent the spread of blighting conditions.

The Project contemplates a mixed-use development providing on-site parking and complementary office, restaurant, and commercial retail uses on vacant or historically underutilized land. The Project features a holistic build out for one of the most central blocks in the Central Business District of Jacksonville Beach and will serve as a key transitional location for the visitors of the Jacksonville Beach Pier once completed.

- b. Encourage the core downtown area to develop as the center for cultural, entertainment and community activities within the City.

The Project's mix of uses, activated rooftops, and proximity to the Jacksonville Beach Pier and Seawalk Pavilion will encourage resident and visitor participation in the area.

Economic Objectives:

- a. Increase the tax base in the Community Redevelopment Area to assist in financing public actions to support redevelopment.

The Project contemplates multiple improvements to vacant land and includes areas that have been recently developed into Class A office and restaurant space.

- b. Encourage the re-creation of a compact mixed-use core area, oriented to recreation, entertainment, specialty retail tourism and housing.

The Project features complementary restaurant, office, parking, and commercial retail uses with activated rooftops all within a central block of the Central Business District.

Land Use Objectives:

- a. Encourage the development of a mix of activities in the core area including residential, retail, hotel and office.

Various restaurant, office and commercial retail spaces are and will be developed.

- b. Provide guidance to moderate building heights in the core oceanfront area and residential densities elsewhere in the community redevelopment area.

The Project adopts a thirty-five (35) foot height maximum, unless otherwise allowed under the City's Charter and/or LDC, with activated roof tops and varying roof heights to maximize architectural aesthetic, consumer experience and ocean views, while ensuring consistent building mass and scale with the surrounding area.

- c. Control the amount of land zoned for commercial use to stabilize predominately residential areas and concentrate commercial activity in the core area.

The proposed commercial uses are appropriate for the Property and the surrounding location. The existing uses on the block include O-Ku, Flask and Cannon, V Pizza, and Lynch's Irish Pub. The proposed uses will offer convenient restaurant and retail opportunities for visitors of Jacksonville Beach and the pier.

Urban Design Objectives:

- a. Promote standards of high quality in new development and rehabilitation consistent with the desired image of Jacksonville Beach.

The Property will feature new, Class A restaurant and office space with architectural and stylistic features appropriate for the area.

- b. Promote compatibility and integration among public and private developments.

The Project will encourage further resident participation in the area with close proximity to the Jacksonville Beach Pier and Seawalk Pavilion.

9. A statement of the applicant's intention with regard to the form of ownership contemplated for the development when construction is completed, e.g., sale or lease of all or some of the development including rental units, condominiums, or fee simple conveyance.

The Project contemplates leasing to multiple tenants.

10. A description of the proposed development, including:

- i. The number and type of residential dwelling units. Currently, the Project contemplates commercial uses. However, multi-family residential use is permitted in this RD rezoning.
- ii. The approximate gross density for the residential development. The gross density shall not exceed forty (40) dwelling units per gross acre, or two (2) dwelling units for the first five thousand (5,000) square feet, plus one (1) dwelling unit for each additional one thousand (1,000) square feet of land, whichever is strictest.
- iii. The amounts of land and building square footages for nonresidential developments, by type of use, including any portions to be reserved for public use.

Current Future Land Use:

CBD – 1.15 Acres

Current Zoning:

CBD – 1.15 Acres

Current Square Footage:

- ±4,565 sf restaurant
- ±935 sf retail
- ±16,955 sf office/private use

Current Lot Coverage:

±45.42%

Proposed Zoning:

RD – 1.15 acres

Proposed Square Footage:

- ±40,000 sf restaurant
- ±40,000 sf office
- ±25,000 commercial retail

The proposed square footages for each use may be allocated to another nonresidential use on a one (1) to one (1) square foot basis or as otherwise agreed to by the P&DD. Residential uses shall be subject to the density provisions herein notwithstanding the proposed square footages.

Proposed Maximum Lot Coverage:

90%

11. A concept plan showing the location of all proposed buildings, the proposed traffic circulation system, and parking facilities.

The site plan showing the location of structures and the phases of development is attached hereto as Exhibit 6.

12. A tentative development schedule indicating:

- i. The approximate date when construction of the development can be expected to begin.

Phase 1 is already developed and completed.

- ii. The stages in which the development will be built and the approximate date when construction each stage can be expected to begin.

The contemplated development will occur over a period of at least four (4) phases. The first phase is the Gallery and O-Ku as shown in the site plan as Phase 1 of development. This phase is already completed.

The second phase contemplates the development of additional restaurant space between Lynch's Irish Pub and V Pizza and Flask & Cannon as well as the Northwest Parking Lot to service the additional parking demands of the new development. It is contemplated that an application for a development permit for a development plan will be submitted for this phase within two (2) years of the approval of this RD rezoning or as otherwise allowed herein.

The third phase contemplates development of the Northwest Parking Lot into additional commercial and office space. This phase will begin subsequent to the completion of Phase 2.

The fourth phase involves the conversion of the first and third floor of the Gallery into restaurant uses as well as well as creating more pedestrian-friendly amenities in lieu of the surface parking lot currently serving the Gallery. This phase will begin subsequent to the completion of Phase 2.

- iii. The approximate date when each stage of development will be completed.

Phase 1 development is already completed. Phase 2 development is estimated to be completed by 2024, subject to the tolling and other time provisions herein. Phase 3 development is estimated to be completed by 2028. Phase 4 development is estimated to be completed by 2032.

C. *Standards.* This RD zoning district shall comply with the following standards:

- 1. *Land Area.* Development shall be approved only on land having an area which is deemed to be adequate and appropriate.
- 2. *Uses.*
 - i. Permitted Uses.
 - a. Bakery products manufacturing, in conjunction with the retail sale of the baker products on the same site.
 - b. Jewelry manufacturing, in conjunction with the retail sale of the jewelry on the same site.

- c. Handbag and other personal leather goods manufactured in conjunction with the retail sale of the finished product on the same site.
- d. Travel agencies.
- e. Retail trade establishments as follows: Building materials, hardware and garden supplies; general merchandise stores; apparel and accessory stores; home furniture, furnishing and equipment stores; non-prescription drugs; florists; tobacco stands and newsstands; optical goods stores; and miscellaneous retail goods.
- f. Restaurants, bars, lounges, nightclubs, taverns or other drinking place, with the sale and service of all alcoholic beverages and with outdoor sale and service, including roof top service. These uses shall be permitted notwithstanding the distance requirements in section 34-393(2) or the supplemental requirements in section 34-407(a) and (b).
- g. Microbreweries.
- h. Financial institutions, insurance and real estate offices.
- i. Multi-family residential.
- j. Short-term vacation rentals.
- k. Auxiliary dwelling units.
- l. Hotels and motels.
- m. Personal service establishments as follows: Photographic studios; beauty and barber shops; shoe repair shops and shoe-shine parlors; tax preparation services; and miscellaneous personal services.
- n. Business service establishments as follows: Advertising; business and consumer credit reporting and collections; mailing reproduction, commercial art and photography and stenographic services; personnel supply, excluding labor and manpower pools and similar temporary help services; computer programming, data processing and other computer services; and miscellaneous business services.
- o. Automotive parking, including surface and/or structured parking.
- p. Dance studios and schools.
- q. Amusement and recreation service establishments as follows: Physical fitness facilities; coin operated amusement devices; or membership sports and recreation clubs.

- r. Business and professional offices as follows: Landscape architect; building contractors and subcontractors (no storage of vehicles, equipment, or materials); doctors, dentists and miscellaneous health offices and clinics; legal services; and engineering, architecture, accounting, research management and related services.
 - s. Museums and art galleries.
 - t. Essential services, including water, sewer, electrical, gas, communications antennae, and similar uses.
 - u. Mobile food dispensing vehicle as defined in and in accordance with the provisions of section 12-33 Mobile Food Dispensing Vehicles of Chapter 12 Food and Food Products of this Code of Ordinances.
 - v. Any other permitted use allowed in the CBD or RD zoning districts.
- ii. Prohibited Uses: The uses specifically prohibited in the RD zoning district regulations, attached hereto as Exhibit 8, shall not be permitted.
 - iii. Conditional Uses:
 - a. Amusement parks.
 - b. Miscellaneous amusement and recreation services.
 - c. Religious organizations.
 - d. Pharmacy.
 - e. Medical marijuana treatment center dispensing facilities.
3. *Residential density.* The gross density shall not exceed forty (40) dwelling units per gross acre, or two (2) dwelling units for the first five thousand (5,000) square feet, plus one (1) dwelling unit for each additional one thousand (1,000) square feet of land, whichever is strictest.
4. *Area and setback requirements.*
- i. Minimum lot area and width: None.
 - ii. Maximum lot coverage: 90%.
 - iii. Building setbacks:

- a. Front – zero (0) feet minimum; ten (10) feet maximum. The Phase 2 restaurant pavilion shall count as the building for purposes of determining the front setback and frontage buildout.
 - b. Side – zero (0) feet minimum.
 - c. Rear – zero (0) feet minimum.
- iv. Maximum building height: Thirty-five (35) feet. The height limitation contained in this RD rezoning does not apply to spires, belfries, cupolas, flag poles, antennas, water tanks, fire towers, cooling towers, ventilators, chimneys, radio and television towers, and elevator hoist ways, not intended for human occupancy. Should the maximum height under the City's Charter and/or LDC increase subsequent to the approval of this RD rezoning, the Project may be developed in accordance with those provisions through an RD zoning amendment pursuant to the standards and procedures for a rezoning.
5. *Traffic circulation control and parking.* Vehicular access to the Property shall be by way of 4th Avenue North, 2nd Street North, and 5th Avenue North, substantially as shown on the site plan.
6. *Site design and lot layout standards.* The Phase 2 restaurant front building setback may vary more than five (5) feet from the northern and southern adjacent buildings (currently V Pizza and Lynch's Irish Pub) and is exempt from the *Storefront Character* standards in section 34-345(e)(7)h., attached hereto as Exhibit 9.
7. *Off-street parking and loading.*

A minimum of one (1) parking space per five hundred (500) square feet of floor area.¹ Any parking short of the minimum herein may be accounted for by any method allowed under the LDC, including but not limited to, off-site parking pursuant to section 34-375, shared parking agreement(s) pursuant to section 34-376, and payment in lieu contribution(s) to the City pursuant to section 34-380, or as otherwise approved by the P&DD. On-street loading may be conducted to serve the entire development.

Owner intends, although is not required, to meet the parking requirements as follows:

Phase 1 required parking is already provided on-site, as shown on the attached site plan and Jacksonville Beach Parking Assessment spreadsheet, attached hereto as Exhibit 10. The Gallery has vested rights to provide eighteen (18) parking spaces in lieu of sixty-two

¹ The one (1) parking space per five hundred (500) square foot standard has been utilized as provided for in the current LDC in lieu of the standards contained in the CRP, which were originally proposed in 1987 and generally do not apply to the contemplated uses on the Property.

(62) required spaces as shown on the attached zoning confirmation letter.² Those spaces are provided to the north of the Gallery. O-Ku has a parking demand of eleven (11) spaces, which are provided on-site between the Gallery and O-Ku. Accordingly, the parking requirement from Phase 1 is met with on-site parking.

Phase 2 parking is intended to be provided on-site by developing the Northwest Parking Lot. The Northwest Parking Lot is sufficient to meet the additional parking demand of the Phase 2 restaurant. The Phase 2 restaurant will create a parking demand of seventeen (17) spaces and a portion of the Northwest Parking Lot will be built out to provide seventeen (17) parking spaces. The parking lots described in Phase 1 will not be reduced. As a result, the parking requirements through Phase 2 will be met with on-site parking.

The parking demand from Phase 3 development will be met through a combination of on-site parking and the alternative methods allowed in this section. Phase 3 contemplates the buildout of the Northwest Parking Lot as well as retail and office space above the Northwest Parking Lot. There will be twenty-nine (29) additional spaces added to the Northwest Parking Lot, and the new retail/office structure will create an additional parking requirement of fifty-one (51) spaces. There will be a twenty-two (22) parking space shortfall in Phase 3, for which Owner will rely on the alternative parking methods provided herein.

Phase 4 contemplates the conversion of the first and third floor of the Gallery into restaurant uses as well as creating more pedestrian-friendly amenities in lieu of the surface parking lot currently serving the Gallery. This will result in a reduction of eighteen (18) on-site parking spaces. As a result, the completion of Phase 4 will cause a projected parking shortage of approximately forty (40) spaces. Owner will rely on the alternative parking methods provided herein to account for such shortfall.

The below table represents the conceptual parking phases of the Project, with Exhibit 10 providing a more in-depth numerical analysis demonstrating same.³

[remainder of page left intentionally blank]

² The parking variance for the Gallery allowed a reduction of parking from sixty-two (62) spaces to eighteen (18). The Gallery's "gross" parking requirement in this RD rezoning is only thirty-four (34), which is almost half of what could be required for the Gallery without having to provide an additional parking space.

³ The "gross" parking space requirement in Exhibit 10 does not consider the Gallery parking variance and is calculated based on the one (1) parking space per five hundred (500) square foot standard. The "required parking spaces" and the "off-site spaces needed" columns account for the Gallery parking variance.

Parking Requirement Breakout by Phase*			
Phase	Parking		
	Required**	Provided On-Site	Surplus / (shortfall)
Phase 1	29	29	0
Phases 1-2	46	46	0
Phases 1-3	97	75	(22)
Phases 1-4	97	57	(40)

* This table is for illustrative purposes only. The actual parking requirements of the Project may differ as phases build out. Factors such as the maximum height increasing in the CBD or the development of an off-site parking garage may affect the development of structures and the provision of on-site parking in the Project.

** Includes vested parking rights.

8. *Open space requirements.* Consistent with the RD zoning district regulations, attached hereto as Exhibit 8.
9. *Signage:* All signs erected shall be consistent with the goals, objectives, and policies of the adopted CRP and the standards of Article VIII, Division 4.
10. *Landscaping:* Consistent with the goals, objectives, and policies of the CRP and the standards of Article VIII, Division 3.
11. *Environmental:* The stormwater management and flood protection standards shall be consistent with the goals, objectives, and policies of the CRP and the standards in Article VIII, Division 5.
12. *Utility easements:* Easements necessary for the orderly extension and maintenance of public utility systems shall be required where they are necessary and adequately service the development.
13. *Adequate public facilities:* There shall be adequate potable water, sanitary sewer, stormwater management, solid waste, park, roads, police, fire and emergency management services facilities to service the development. The application shall comply with the standards in Article X, Adequate public facilities standards. Solid waste may be collected in off-site dumpsters and/or trash compactors.
14. *Comprehensive plan consistency.*

In addition to furthering the objectives of the CRP, the proposed redevelopment is consistent with and furthers the general purpose and intent of the 2030 Comprehensive Plan, specifically contributing to the following goals, objectives and policies:

Future Land Use Element:

- i. Goal LU.1 – Provide for a continued high quality of life in Jacksonville Beach by planning for population growth, public and private development and redevelopment, energy conservation; and the proper distribution, location, and extent of land uses by type, density, and intensity consistent with efficient and adequate levels of services and facilities, and the protection of natural and environmental resources.
- ii. Policy LU.1.2.2 – An adequate amount of land exists in developed areas or areas being developed for neighborhood and general commercial, office and service, lodging, and industrial use in the City, or is planned for assembly and redevelopment to meet the needs of the projected resident, seasonal and day visitor populations through the planning period. Future commercial space needs of this type shall be met through in-fill development adjacent to similar uses or through redevelopment in designated areas.
- iii. Policy LU.1.2.3 – The intensity of development in areas where in-fill development for commercial, office, service, or industrial use is proposed shall conform to the level of intensity on adjacent properties or as specified in the adopted Community Redevelopment Plans. A market analysis shall be required to accompany any application involving a proposed Future Land Use Map change from a residential land use category to a commercial land use category.
- iv. Policy LU.1.3.1 – It is the intent of the City that the land use proposals in the adopted Downtown and South Beach Community Redevelopment plans currently being implemented are made a part of this Future Land Use Element by reference and development within these designated areas shall be carried out under the Planned Unit Development or Redevelopment District provisions in the City's land development regulations.
- v. Objective LU.1.4 – Future land development activities shall be directed to appropriate areas as described in this Future Land Use Element or as depicted on the Future Land Use Map. All future land use shall be consistent with sound planning principles and the limitations of the natural environment including sensitivity to problems posed by greenhouse gas generation, topographic and soil conditions, conservation-protected lands such as estuarine wetlands and the beach, and conservation-restricted lands such as palustrine wetlands and flood prone areas including the coastal zones. Future land development activities shall be considerate of the need to preserve and protect historic resources; the desired community character, and the goals, objectives, and policies relating to the development of the land embodied in the other Elements of this Plan.
- vi. Policy LU.1.5.10 – Central Business District (CBD): The Central Business District (CBD) land use category is intended to provide a central core for the city, with a

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

- vii. Objective LU.1.9 – Design of Commercial and Industrial Developments. Commercial and industrial development/ redevelopment will be designed to enhance access and circulation, and result in a positive and attractive built environment.
- viii. The City shall promote pedestrian amenities and upgrades in association with new development/redevelopment and gateway corridors (Beach Boulevard, A1A, and Penman), including, but not limited to, the provision of sidewalk and bike path connections, walk lights, benches, bus shelters and bicycle parking. The City of Jacksonville Beach Bus Shelter Task Force in cooperation with the JTA will determine the shelter locations and design suitable to the City's design context, with a goal of upgrading three existing transit stops per year.

Transportation Element

- i. Objective TE 1.4 – Provide for safe and convenient traffic flow and parking.
 - ii. Policy TE 1.4.1 – Except in any portions of the City where provisions of the Land Development Code may allow for:
 - The provisions of consolidated or free standing parking facilities, or for
 - Contributions for the provision of pedestrian, bicycle or transit facilities in lieu of compliance with on-site parking requirements;

The City shall ensure adequate vehicular access to new development by requiring new developments to provide on-site parking.
 - iii. Policy TE 1.4.2 – Promote parking strategies that support overall transportation goals and objectives.
 - iv. Policy TE 1.4.6 – The City shall require all new commercial, institutional, and industrial uses to provide off-street loading zones. Such zones shall have minimum dimensions of twelve (12) feet by forty (40) feet.
15. *Time limitations.* The receipt of a development order for this RD zoning shall expire at the end of one (1) year after the date of its initial approval, which is to begin the day after the appeal period ends, unless an application for a development permit for a development plan has been submitted to the planning and development director. Only one (1), one (1) year

extension shall be granted by the city council upon written application to the planning and development director. Written application requesting the extension shall be submitted to the planning and development director no later than thirty (30) working days before the date that the development order is to expire. The timelines and year-long extension herein shall be in addition to any pause, tolling and/or extension provided by federal, state or local law regarding state of emergencies, including but not limited to such relief offered in section 252.363, *Florida Statutes* (2021). Once a timely application for a development permit for a development plan has been submitted, any subsequent application may be filed notwithstanding the time provisions herein.

16. *Minor deviation to PDP.* Minor deviations shall be allowed pursuant to the RD zoning district provisions attached hereto as Exhibit 8.
17. *Amendments to PDP.* Amendments to the preliminary development plan shall be allowed pursuant to the RD zoning district provisions attached hereto as Exhibit 8.
18. *Development plan.* An application for development plan shall be filed according to the time limitations set forth in section III.C.14. of this RD rezoning.

EXHIBIT 1

LEGAL DESCRIPTION AND DEEDS

RE# 174088-0000

The South 40 feet of Lots 1 and 2, Block 52, Pablo Beach North, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 28, of the Public Records of Duval County, Florida.

RE# 173936-0000

Lots 34, 35, 36 and 37, FLAGLER TRACT, according to the map or plat thereof as recorded in Plat Book 15, Page(s) 50, Public Records of Duval County, Florida.

RE#s 173935-0000 & 174091-0010

Lots 30, 31, 32 and 33, Flagler Tract, according to the plat thereof, as recorded in Plat Book 15, Page 50, of the Public Records of Duval County, Florida.

The South 67.25 feet of the West 11 feet of Lot 7, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

RE#s 174091-0000 & 174090-0000

The South 67.25 feet of the East 26.5 feet of the West 37.5 feet of Lot 7, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

The East one-half of the South one-half of Lot 7 and the South one-half of Lot 8, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

Prepared by and return to
Kenneth M. Keefe, Jr.
McGuireWoods LLP
50 N. Laura St., Suite 3300
Jacksonville, Florida 32202

Taxpayer I.D. No. : N/A
Parcel I.D. Nos. 174091-0000 and 174090-0000
Consideration: \$700,000

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 10th day of October, 2016, between **EAST VIEW, INC.**, a Florida corporation, whose address is 830-13 A1A North, PMB 391, Ponte Vedra, FL 32082, herein the Grantor, and **JAX BEACH AF LLC**, a Florida limited liability company, whose address is 177 4th Avenue North, Jacksonville Beach, FL 32250, herein the Grantee.

The Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell and convey to the Grantee, its successors and assigns forever, the land, situate, lying and being in the County of Duval, State of Florida, described as:

Parcel 1:

The South 67.25 feet of the East 26.5 feet of the West 37.5 feet of Lot 7, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

Parcel 2:

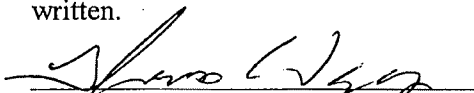
The East one-half of the South one-half of Lot 7 and the South one-half of Lot 8, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

Together with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining, including all improvements and betterments thereon.

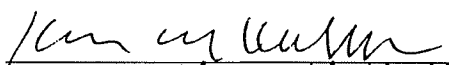
The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This conveyance is made subject to taxes assessed subsequent to December 31, 2015.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

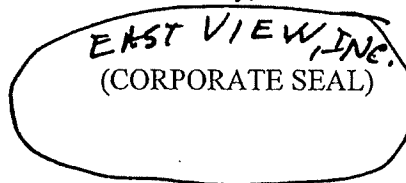
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name and caused its corporate seal to be affixed as of the day and year first above written.


[print name] THOMAS WAGNER

EAST VIEW, INC.

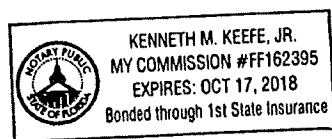

[print name] Kenneth H. Keefe Jr

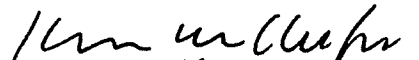
By 
Elizabeth Rafferty, Vice President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of October, 2016, by Elizabeth Rafferty, the Vice President of EAST VIEW, INC., a Florida corporation, on behalf of the corporation, ✓ who is personally known to me, or who has produced as identification.




[print name] Kenneth M. Keefe Jr
Notary Public, State of Florida
My Commission Expires:
Serial No.

(NOTARIAL SEAL)

2

Prepared by and return to
Kenneth M. Keefe, Jr.
McGuireWoods LLP
50 N. Laura St., Suite 3300
Jacksonville, Florida 32202

Tax Parcel I.D. Nos. : 173935-0000 and 174091-00104

Consideration: \$4,550,000

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 10th day of October, 2016, between ZENITH GALLERY, INC., a Florida corporation, whose address is 830-13 A1A North, PMB 391, Ponte Vedra, FL 32082, herein the Grantor, and JAX BEACH AF LLC, a Florida limited liability company, whose address is 144 4th Ave. N., Jacksonville Beach FL 32250, herein the Grantee.

The Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell and convey to the Grantee, its successors and assigns forever, the land, situate, lying and being in the County of Duval, State of Florida, described as:

Parcel 1

Lots 30, 31, 32 and 33, Flagler Tract, according to the plat thereof, as recorded in Plat Book 15, Page 50, of the Public Records of Duval County, Florida.

Parcel 2

The South 67.25 feet of the West 11 feet of Lot 7, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

Together with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining, including all improvements and betterments thereon.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This conveyance is made subject to taxes assessed subsequent to December 31, 2015 and Utility Easement recorded in Official Records Book 5973, page 2373 (as to Parcel 1) and Grant of Easement for Electrical Distribution Lines in favor of City of Jacksonville Beach recorded in Official Records Book 10060, page 1057 (as to Parcel 1), but such reference shall not act to re-impose same.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name and caused its corporate seal to be affixed as of the day and year first above written.

Thomas Wagner
[print name] THOMAS WAGNER

ZENITH GALLERY, INC.

Kenneth M. Keefe Jr
[print name] Kenneth M. Keefe Jr

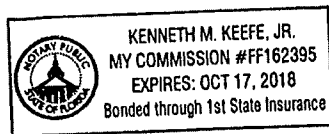
By *Elizabeth Rafferty*
Elizabeth Rafferty, Vice President



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10Th day of October, 2016, by Elizabeth Rafferty, the Vice President of ZENITH GALLERY, INC., a Florida corporation, on behalf of the corporation, ✓ who is personally known to me, or who has produced as identification.



Kenneth M. Keefe Jr
[print name] Kenneth M. Keefe Jr

Notary Public, State of Florida

My Commission Expires:

Serial No.

(NOTARIAL SEAL)

Prepared by and return to:

Matthew S. McAfee, Esquire
Driver, McAfee, Hawthorne & Diebenow PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Tax Parcel: 173936-0000

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made as of the 8TH day of September, 2018, by **QBS INVESTMENTS, L.L.C.**, a Florida limited liability company ("Grantor"), whose post office address is 1548 , to **JAX BEACH AF LLC**, a Florida limited liability company ("Grantee"), whose post office address is 177 4th Avenue North, Jacksonville Beach, Florida 32250.

[Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and limited liability companies, wherever the context so admits or requires.]

WITNESSETH: Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, all that certain land situated in Duval County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER, with all the rights, tenements, improvements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor alone, but against none other, subject to the encumbrances set forth on Exhibit B attached hereto (the "Permitted Exceptions"); provided, however, this reference shall not serve to reimpose the same.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed, and delivered

in the presence of:

Print Name: Cassandra Strong

Print Name: Serena Diehm

GRANTOR:

QBS INVESTMENTS, L.L.C., a Florida
limited liability company

By: JL
Name: James Franks
Title: Sole Member

STATE OF OHIO

COUNTY OF STARK

The foregoing instrument was acknowledged before me this 8th day of September, 2018, by JAMES FRANKS, as Sole Member of QBS INVESTMENTS, L.L.C., on behalf of the company, who is ☒ personally known to me or ☐ produced as identification.

Matt J. R.
Signature

Print Name: MATTHEW T. COLLINS
Notary Public, State and County aforesaid
Commission No.: 2018-RE-718236
My Commission Expires: JUNE 4, 2023

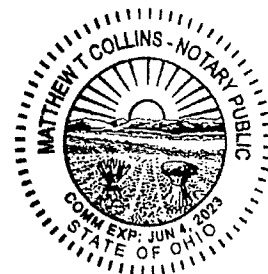


EXHIBIT A

Legal Description of the Property

Lots 34, 35, 36 and 37, FLAGLER TRACT, according to the map or plat thereof as recorded in Plat Book 15, Page(s) 50, Public Records of Duval County, Florida

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

Prepared by and return to:

Matthew S. McAfee, Esquire
Driver, McAfee, Hawthorne & Diebenow PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Tax Parcel: 174088-0000

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made as of the 28 day of February, 2019, by **ORTEGA, L.C.**, a Florida limited liability company and **SIGIFREDO VIVAS**, as Trustee under the **SIGIFREDO VIVAS REVOCABLE TRUST UNDER AGREEMENT DATED FEBRUARY 22, 2005** ("Grantor"), whose post office address is 1548 , to **JAX BEACH AF LLC**, a Florida limited liability company ("Grantee"), whose post office address is 177 4th Avenue North, Jacksonville Beach, Florida 32250.

[Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and limited liability companies, wherever the context so admits or requires.]

WITNESSETH: Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, all that certain land situated in Duval County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is not the homestead of Grantor under the laws and constitution of the State of Florida in that neither Grantor or any members of the household of Grantor reside thereon.

TOGETHER, with all the rights, tenements, improvements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

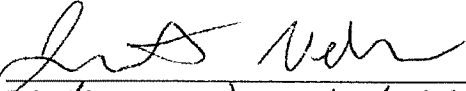
AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor alone, but against none other, subject to the encumbrances set forth on Exhibit B attached hereto (the "Permitted Exceptions"); provided, however, this reference shall not serve to reimpose the same.

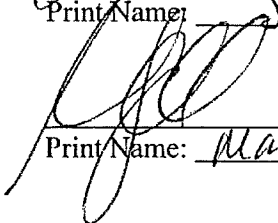
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed, and delivered

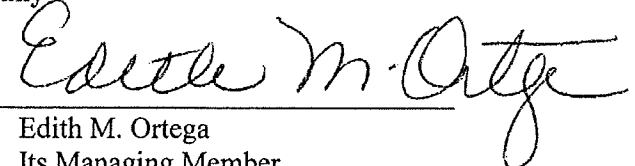
in the presence of:


Print Name: Juliet Nelson


Print Name: Mary Claire Miller

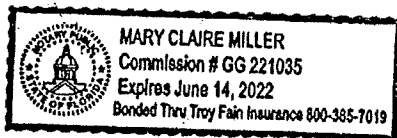
GRANTOR:

ORTEGA, L.C., a Florida limited liability company

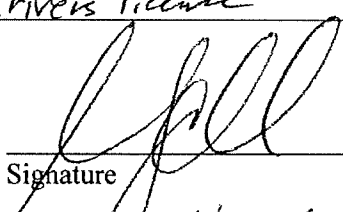
By: 
Edith M. Ortega
Its Managing Member

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 12th day of February, 2019, by Edith M. Ortega, as Managing Member of ORTEGA, L.C., on behalf of the company, who is [] personally known to me or [X] produced drivers license as identification.



Signature


Print Name: Mary Claire Miller

Notary Public, State and County aforesaid

Commission No.: _____

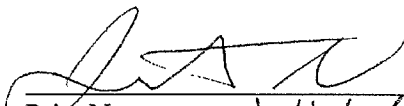
My Commission Expires: _____

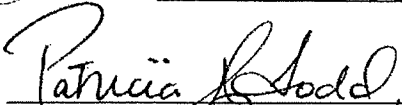
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

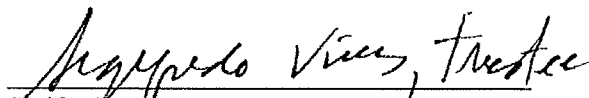
Signed, sealed, and delivered

GRANTOR:

in the presence of:


Print Name: Juliet Nelson

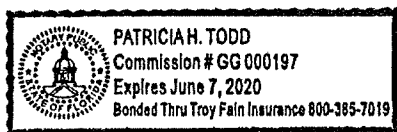

Print Name: Patricia H. Todd


Sigifredo Vivas, as Trustee of the Sigifredo Vivas Revocable Trust under agreement dated February 22, 2005

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 28 day of February, 2019, by Sigifredo Vivas, as Trustee of the Sigifredo Vivas Revocable Trust under agreement dated February 22, 2005, who is [] personally known to me or [X] produced FL drivers license as identification.


Signature



Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

The South 40 feet of Lots 1 and 2, Block 52, Pablo Beach North, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 28, of the Public Records of Duval County, Florida.

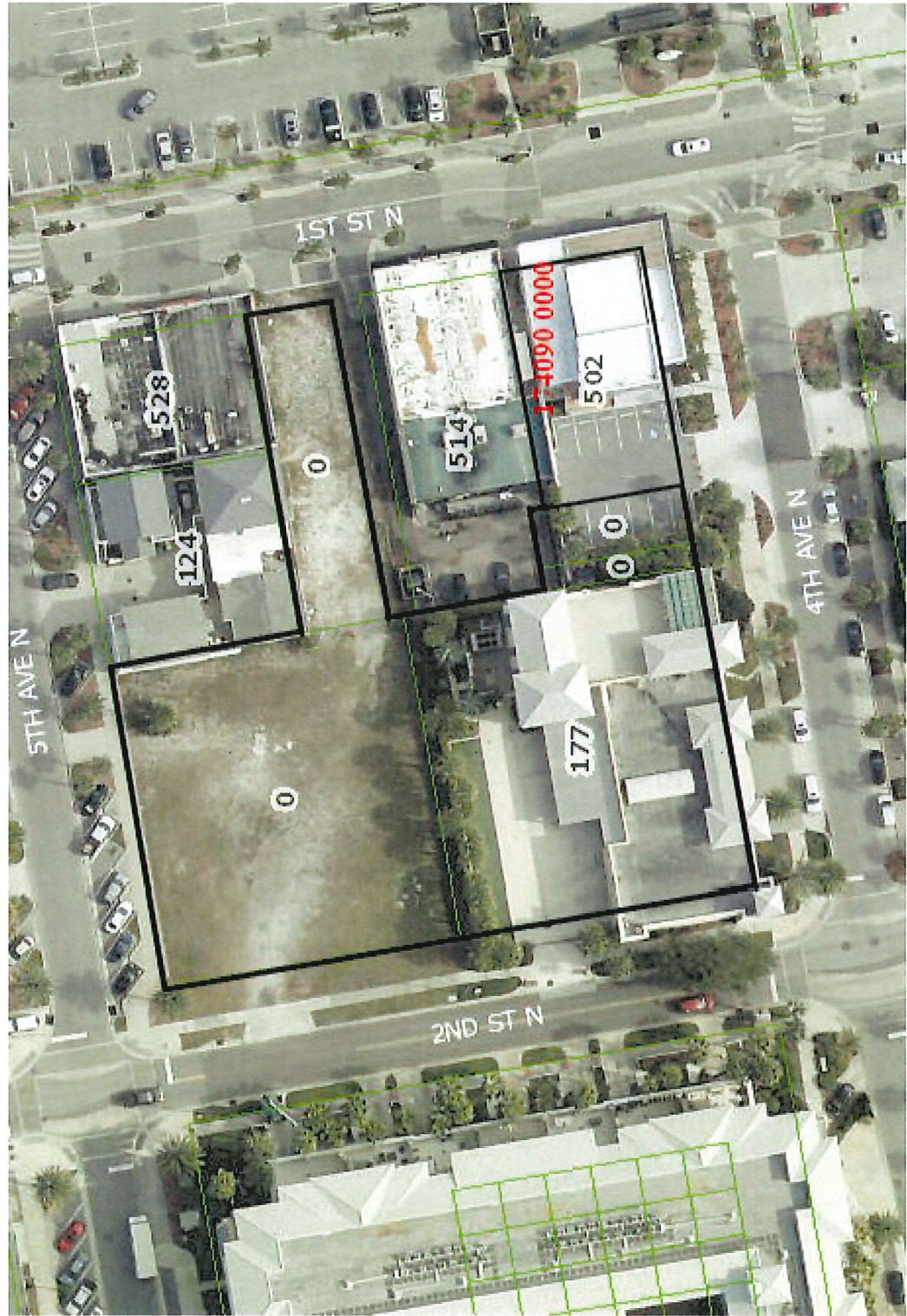
EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.

EXHIBIT 2

DUVAL COUNTY PROPERTY ASSESSMENT MAP



VICINITY MAP

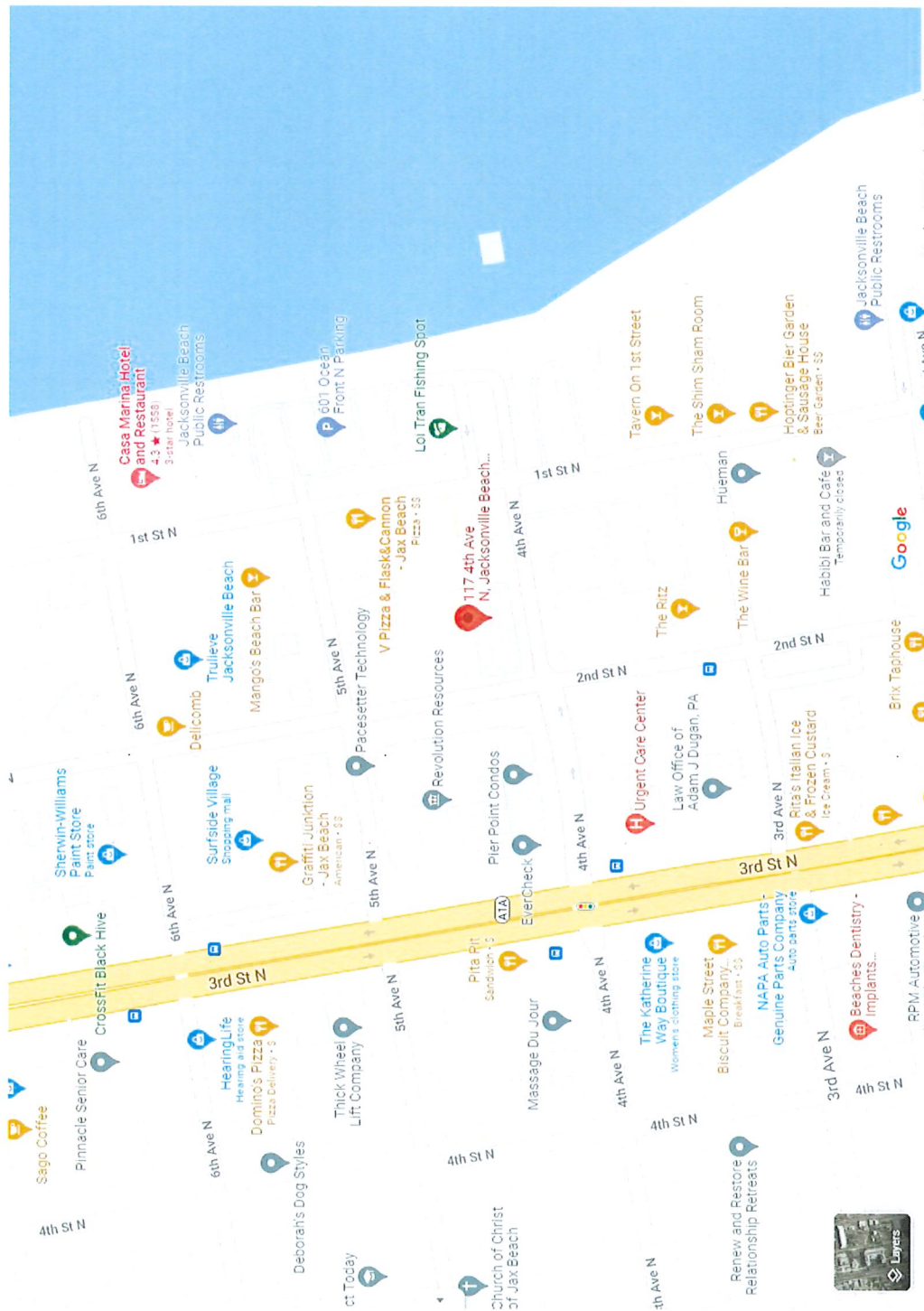


EXHIBIT 4
CONCEPTUAL ELEVATIONS



EXHIBIT 5

O-KU CONDITIONAL USE PERMIT



DEPARTMENT OF PLANNING & DEVELOPMENT

CERTIFIED MAIL RECEIPT# 7017 3040 0000 2086 2587

April 27, 2021

O-Ku Sushi
704 Meeting Street
Charleston, SC 29403

RE: **Planning Commission Case: PC# 03-21**

Conditional Use Application for the transfer of approval for outdoor restaurant seating at a new restaurant, for property located in the Central Business District: CBD zoning district, for property located at 502 North 1st Street

The City of Jacksonville Beach Planning Commission met on **Monday, April 26, 2021** in Council Chambers to consider your **Conditional Use Application** for the transfer of approval for outdoor restaurant seating at a new restaurant, for property located in the Central Business District: CBD zoning district, pursuant to Section 34-345(d)(7) of the Jacksonville Beach Land Development Code, for property located at 502 North 1st Street. (Applicant – *O-Ku Sushi*)

Based on the review and discussion of said application and the consideration of any testimony provided during the duly advertised public hearing, the Planning Commission determined this application met the standards applicable for authorizing a conditional use pursuant to Land Development Code **Section 34-231**.

The request was approved.

Pursuant to LDC **Section 34-233**, conditional use approval is only granted to the applicant and is not assignable or transferable. Outdoor restaurants are subject to the limitations and conditions set forth in **Section 34-407** of the LDC.

Please provide a copy of this letter with any other applications or building permits. Should you have any additional questions related to this matter, please feel free to contact our office at (904) 247-6231.

Sincerely,

Heather Ireland, AICP
Director, Planning and Development Department

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6231

Fax: 904.247.6107

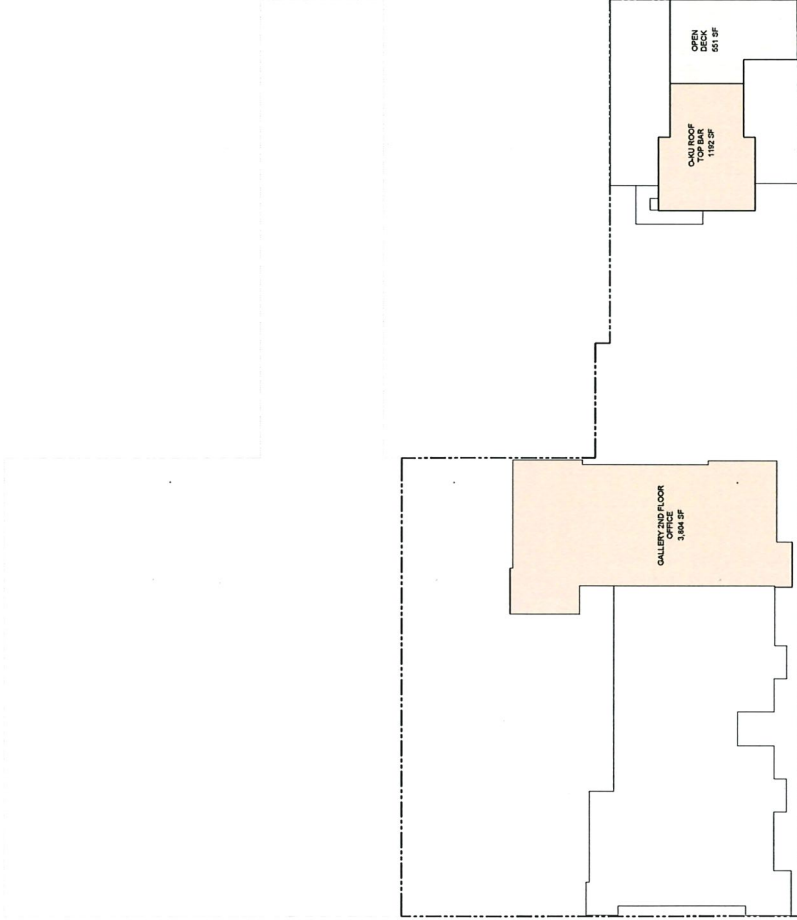
Planning@jaxbchfl.net

www.jacksonvillebeach.org



EXHIBIT 6

SITE PLAN



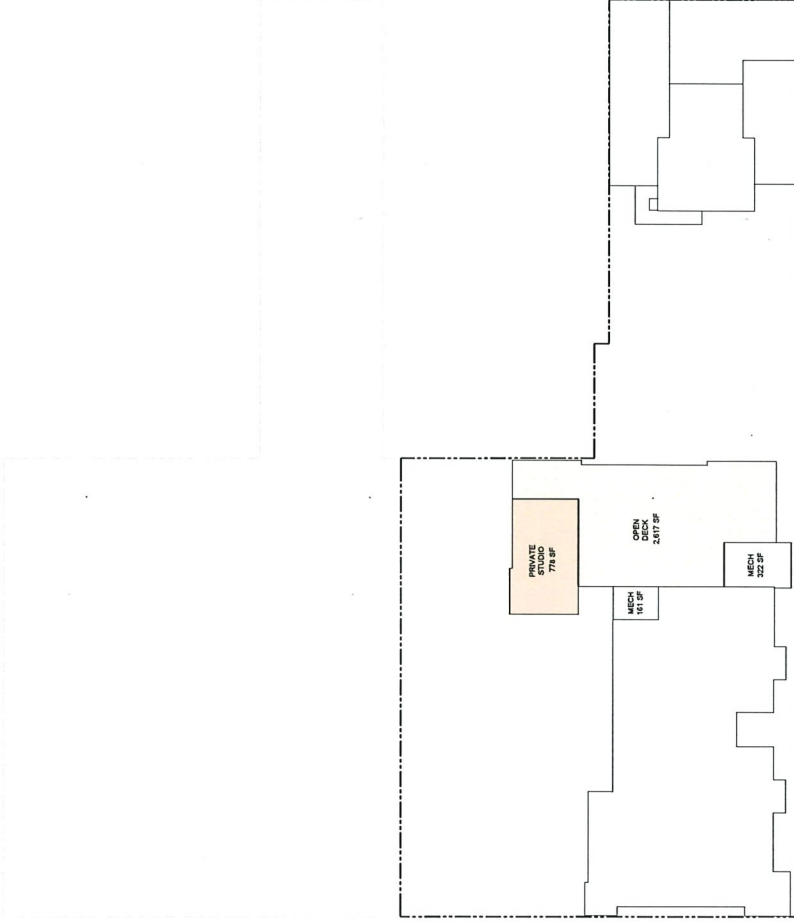
PHASE 1

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

[illegible]

RD Zoning Set - 04/19/22

PHASE 1



1916 Sam Houston Blvd. Suite 101, Houston, TX 77027
904.302.5888 / 904.626.3852

STRUCTURAL:

[illegible]

ARCHITECT'S SEAL

00000000

2105

SABO-V100-101

LEGAL DISCLOSURE

10

PROJECT CHARTER

PROJECT NUMBER _____

2

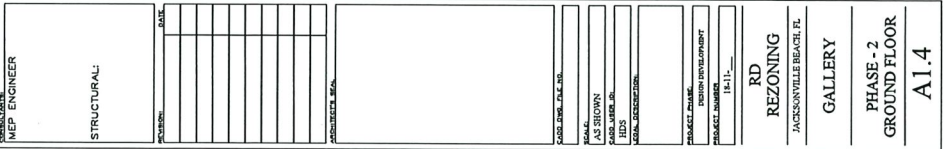
REZONING

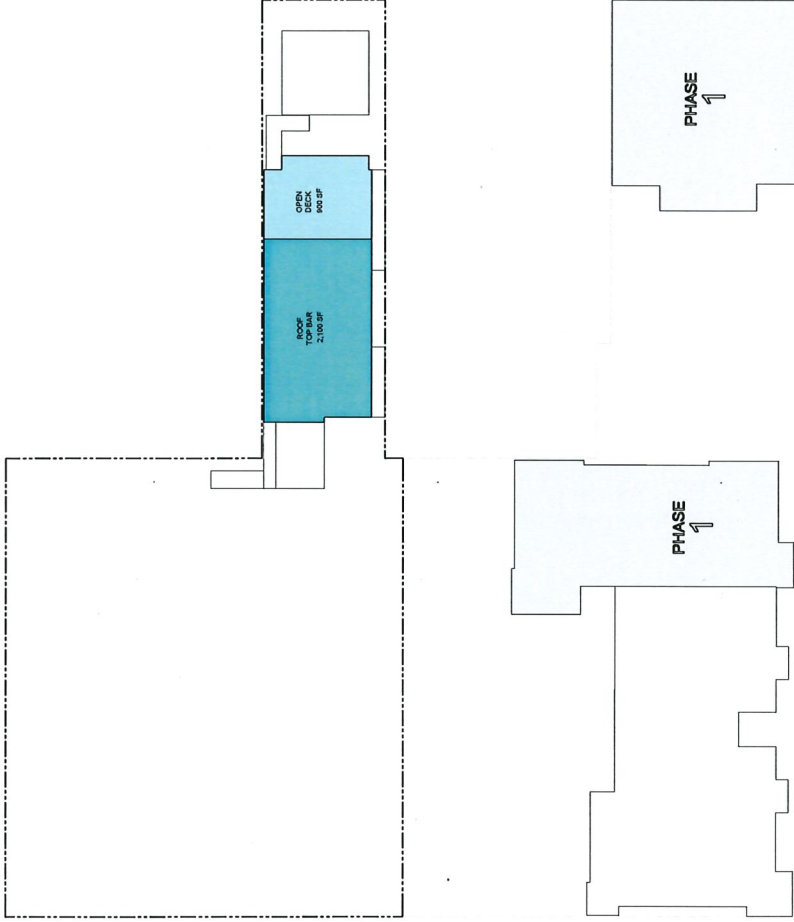
JACKSONVILLE BEACH, FLA.

GALLERY

PHASE - I

RD Zoning Set - 04/19/22

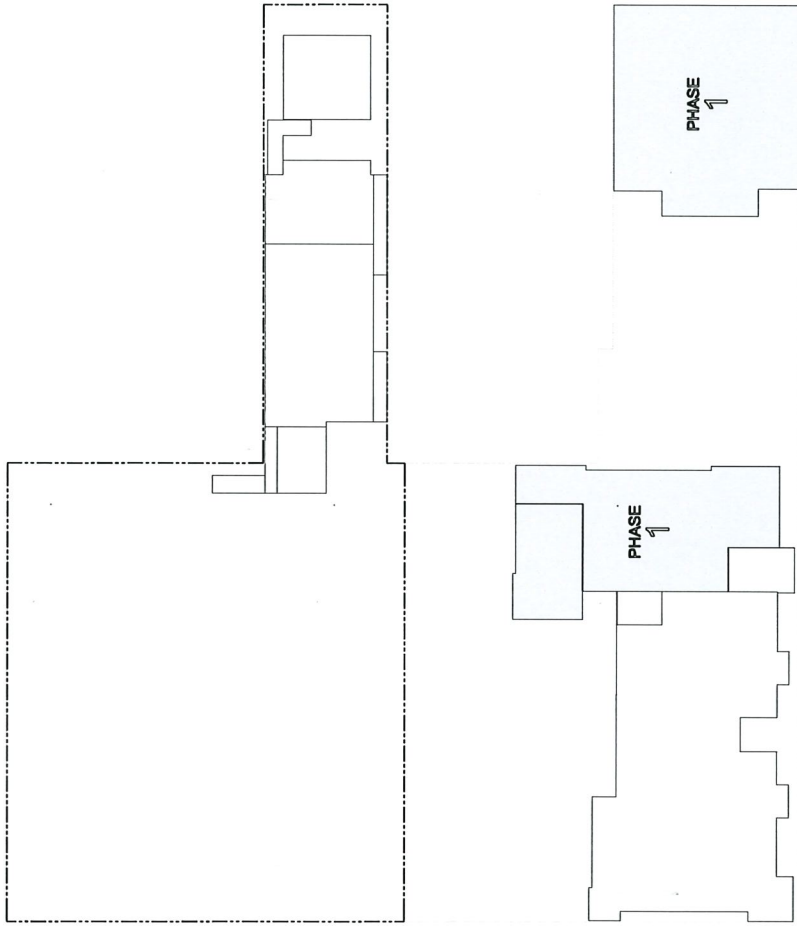




PHASE 2

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

 1916 MARKET STREET SUITE 100 DALLAS TEXAS 75207 202 WORTH AVENUE SUITE 200A DALLAS TEXAS 202-382-8888 / 972-682-3425	CD+URBAN MECHANICAL ENGINEER	STRUCTURAL:	PROJECT: CLIENT: DATE:	PROJECT NO.: REVISIONS:	SCALE: 1/4" = 1'-0" AS SHOWN FIRM: URBAN, INC. LOCAL REGISTRATION:	PROJECT NAME: DESIGN DEVELOPMENT PROJECT NUMBER: 14-11-____	RD REZONING JACKSONVILLE BEACH, FL	GALLERY	PHASE - 2 SECOND FLOOR A1.5
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PHASE 2

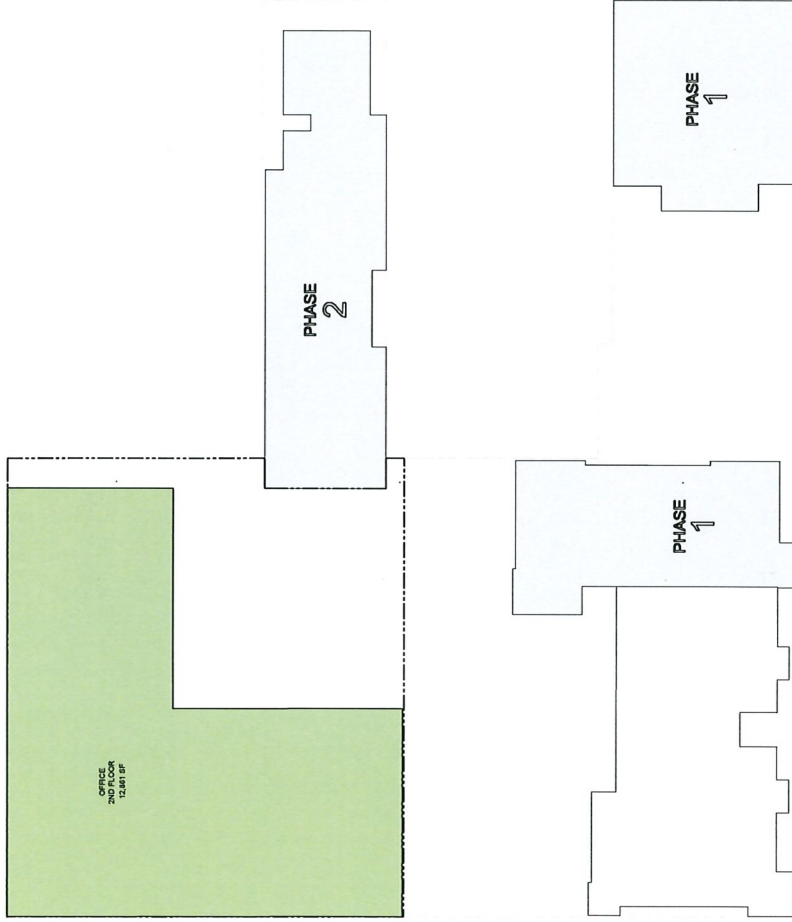
DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

[illegible]



DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

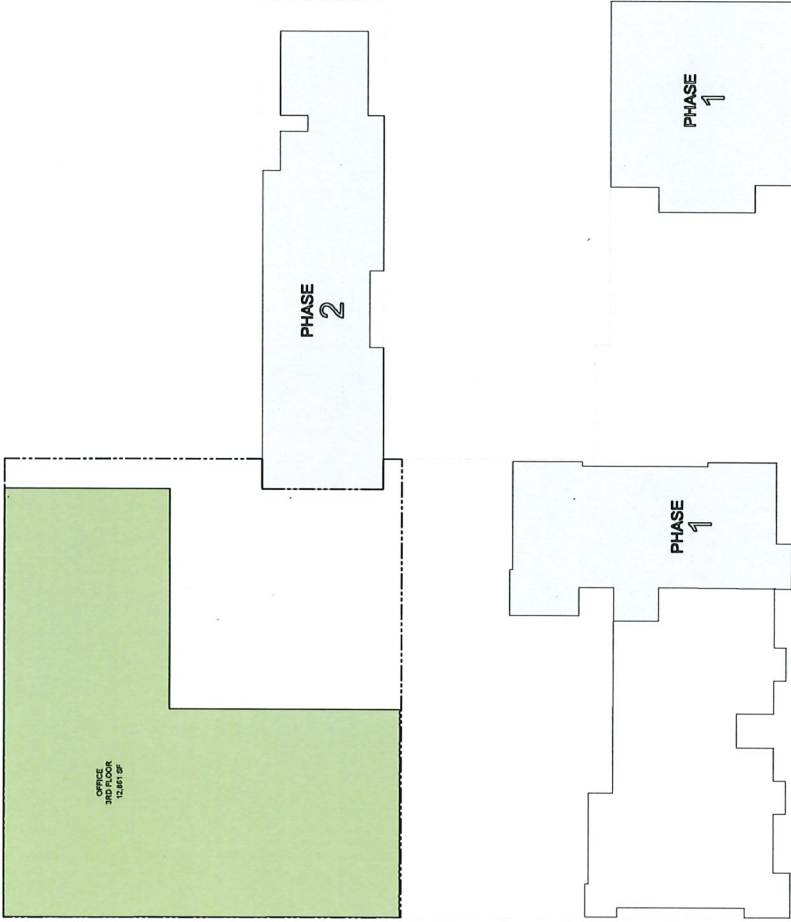
OWNER/CLIENT MEP ENGINEER	STRUCTURAL	DATE	
ARCHITECT/MEP			
MEP			
AS SHOWN			
AS NOTED			
REVISION			
DATE			
PROJECT NAME			
DESIGN DEVELOPMENT			
PROJECT NUMBER			
RD			
REZONING			
JACKSONVILLE BEACH, FL			
GALLERY			
PHASE - 3			
GROUND FLOOR			
A17			



PHASE 3

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

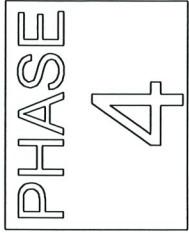
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PHASE 3

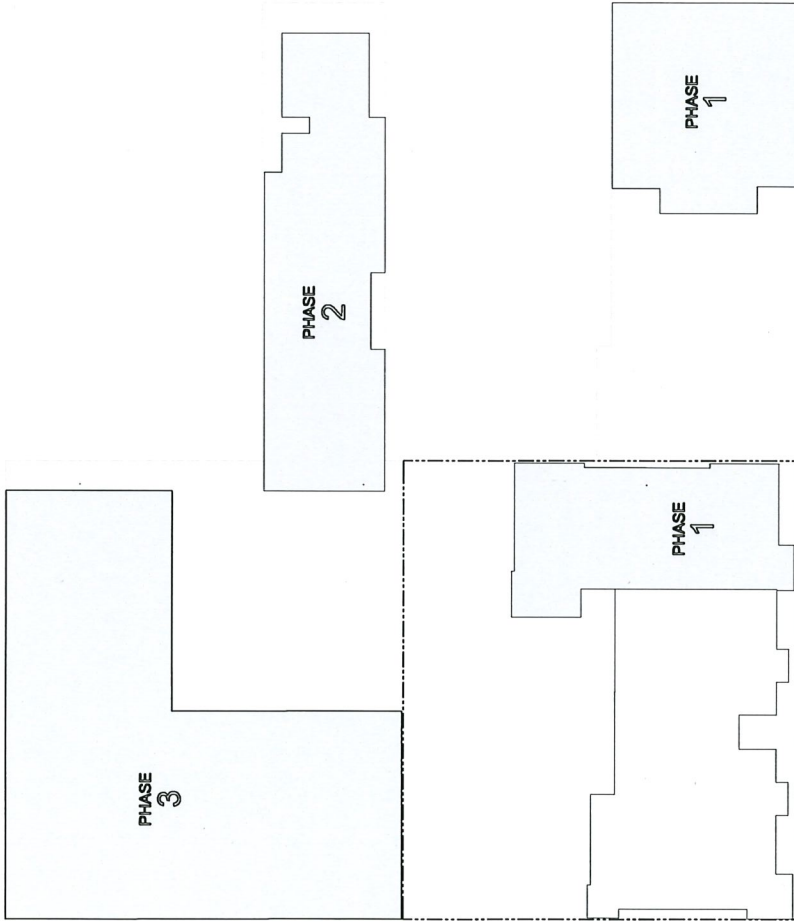
DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

[illegible]



LOTS AREA	54,951 SF
PHASE 4	
30712 SF GOLF COURSE / FARMING 10,939 SF GALLERY BUILDING 623 SF RETAIL BUILDING 54,951 SF	
TOTAL HANDSCOPE / PARKING	44,292 SF
TOTAL IMPERVIOUS AREA	81.4 %

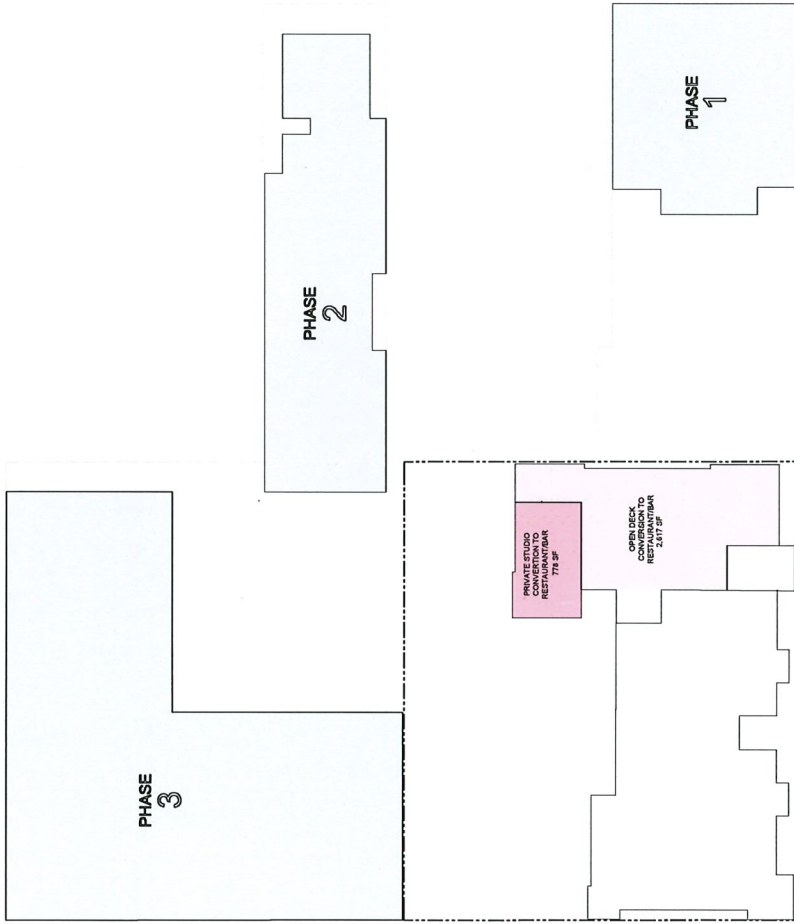
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PHASE 4

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

 1315 SHAWNEE BLVD. SUITE 101 JACKSONVILLE, FL 32207 904.704.1000 / 904.704.1001 904.704.1002 / 904.704.1003		DATE: _____ REVISION: _____	
CONTRACT NO. _____ CLIENT: _____		STRUCTURAL: _____	
ARCHITECT: _____		ARCHITECT: _____	
ENGINEER: _____		ENGINEER: _____	
PROJECT: _____		PROJECT: _____	
RD _____		RD _____	
REZONING _____		REZONING _____	
JACKSONVILLE BEACH, FL _____		JACKSONVILLE BEACH, FL _____	
GALLERY _____		GALLERY _____	
PHASE - 4 _____		PHASE - 4 _____	
SECOND FLOOR _____		SECOND FLOOR _____	
A1.11 _____		A1.11 _____	



PHASE 4

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

		1936 Main Street, Suite 303, Durham, NC 27601 919.286.8888 / 919.286.8889	
CD+urban		201 W. 10th St., 3rd Floor, Portland, ME 04101 207.625.8888 / 207.625.8889	

PROJECT INFORMATION PROJECT NAME: RD REZONING PROJECT ADDRESS: JACKSONVILLE BEACH, FL PROJECT NUMBER: 10111 PROJECT PHASE: PHASE 4 PROJECT DATE: THIRD FLOOR	
ARCHITECT INFORMATION ARCHITECT NAME: A1.12 ARCHITECT ADDRESS: GALLERY ARCHITECT PHONE: PHASE 4 ARCHITECT FAX: THIRD FLOOR	

EXHIBIT 7

GALLERY ZONING CONFIRMATION LETTER



City of Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

[Phone] 904.247.6231

[Fax] 904.247.6107

[E-Mail

Planning@jaxbchfl.net]

www.jacksonvillebeach.org

DEPARTMENT OF PLANNING &
DEVELOPMENT

August 22, 2016

Jax Beach AF LLC, a Florida limited liability company
c/o Steve Diebenow, Esq.
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

RE: Request for Zoning District and Land Use Designation confirmation for
property located at 0 and 117 4th Avenue North, Jacksonville Beach, Florida
32250

RE#'s 174091-0010 and 173935-0000 (the "Property")

Dear Mr. Diebenow:

In response to your request regarding the Property, please be advised as
follows:

The Property is located in the *CBD* future land use category according to
the Future Land Use Map series adopted as part of the 2030 Comprehensive
Plan and it is zoned *Central Business District: CBD*. The Zoning Classification is
compatible with the Land Use Designation, and the Zoning Classification and
Land Use Designation permit uses on the Property in accordance with our local
code, including both office and restaurant uses. A copy of the City's *CBD* zoning
regulations is attached for reference.

In addition, the Property is the beneficiary of approved Variance Application No.
73-98 which remains valid, effective, and provides for the provision of 18 off-
street parking in lieu of 62 required off-street parking spaces. A copy of
the application form and approval letter for this Variance is attached for your
records. This variance would allow the future occupancy of the existing building
on the Property by any *CBD* permitted use(s) which generate an off-street
parking requirement of 62 or fewer spaces.

There are no applications in progress as of this date which will, or may, change
the Zoning Classification, Land Use Designation or Variance on the Property and
we are not aware of any litigation concerning the validity of the Zoning
Classification, Land Use Designation or Variance on the Property. The Zoning
Classification, Land Use Designation and Variance applicable to this Property are
final and any appeal periods for challenging the same have expired.



Finally, there are no current or outstanding code violations nor are there any code enforcement actions pending against the Property.

Please contact me at (904) 247-6231, or via email at bmann@jaxbchfl.net, if you require any additional zoning related information concerning the Property.

Trustfully,

A handwritten signature in black ink, appearing to read 'William C. Mann', with a stylized flourish at the end.

William C. Mann, AICP, CRA-RP
Planning And Development Director, CRA Administrator

C: 2016 Zoning Verification file

EXHIBIT 8

LDC SECTION 34-347: REDEVELOPMENT DISTRICT (RD)

Sec. 34-347. Redevelopment district: RD.

- (a) *Purpose and intent.* The RD zoning district classification is designed to achieve a diversity of uses in a desirable environment through the application of flexible land development standards and to foster creative design and planning practices in the Jacksonville Beach Downtown Redevelopment Area in order to encourage economic vitality and redevelopment pursuant to the objectives of the Jacksonville Beach Community Redevelopment Plan.
- (b) *RD zoning district boundaries.*
 - (1) *General.* The RD zoning district boundaries include all lands lying in and bounded by the mean low water mark of the Atlantic Ocean and the centerline of the following streets: Thirteenth Avenue South, Third Street (State Route A-1-A), and Ninth Avenue North.
 - (2) *Subdistricts.* The boundaries of the RD zoning district may be further described by the following subdistricts:
 - a. *Downtown subdistrict:* That portion of the RD zoning district lying in and bounded by the mean low water mark of the Atlantic Ocean and the centerline of the following streets: First Avenue South, Third Street (State Route A1A), and Fifth Avenue North.
 - b. *North subdistrict:* That portion of the RD zoning district lying in and bounded by the mean low water mark of the Atlantic Ocean and the centerline of the following streets: Fifth Avenue North, Third Street (State Route A1A), and Ninth Avenue North.
 - c. *South subdistrict:* That portion of the RD zoning district lying in and bounded by the mean low water mark of the Atlantic Ocean and the centerline of the following streets: Thirteenth Avenue South, Third Street (State Route A1A), and First Avenue South.
- (c) *Procedure.*
 - (1) *General overview.* Land that is not zoned RD but seeks to be rezoned to Redevelopment District: RD must comply with Article VI, Division 3 standards and must also receive approval of a preliminary development plan pursuant to the procedures and standards of this section. The preliminary development plan for an RD zoning district classification must then receive approval of a development plan pursuant to the procedures and standards of section 34-251 et seq.
 - (2) *Preapplication conference.*
 - a. *Submission of application.* Before submitting an application for rezoning and preliminary development plan for RD zoning district classification, an applicant shall request in writing a preapplication conference with the planning and development director. Accompanying the request for a preapplication conference shall be an application in the form established by the planning and development director and made available to the public, and a nonrefundable application fee which is established from time to time by the city council to defray the actual cost of the preapplication conference.
 - b. *Scheduling of preapplication conference.* Within ten (10) working days after the planning and development director determines that the application is sufficient, a preapplication conference shall be scheduled with the applicant, representatives of the Jacksonville Beach Community Redevelopment Agency, such other city departments and, state or federal agencies that may be involved in the review and processing of the application. The applicant shall be notified in advance by the planning and development director about which other city departments, state and federal agencies will be involved in the preapplication conference and the time, date and place of the conference.

-
- c. *Preapplication conference issues.* At the preapplication conference, the planning and development director, the applicant, representatives of the Jacksonville Beach Community Redevelopment Agency, and the representatives from other city departments, state and federal agencies shall discuss the proposed development and the following issues as they relate to the application for an RD zoning district designation:
1. The existing characteristics of the site proposed for development or redevelopment including but not limited to existing built land uses, vacant areas, land ownership and existing densities;
 2. The relationship between the proposed development, existing land uses, and surrounding land uses;
 3. The status of existing and proposed on-site streets, utilities or other public and private facilities to serve the proposed development; and
 4. The status of public facilities that would serve the proposed development, specifically as it relates to the CIE of the comprehensive plan;
- d. *Written summary.* Within ten (10) working days of the preapplication conference, the planning and development director shall provide the applicant with a written summary of the preapplication conference. One (1) copy of this written summary shall be submitted by the applicant to the planning and development director at the time of submission of the application for development permit.
- (3) *Preliminary development plan for an RD zoning district.*
- a. *Submission of application.* Following the preapplication conference, an application for rezoning and a preliminary development plan for RD zoning district classification shall be submitted to the planning and development director, along with a nonrefundable application fee which is established from time to time by the city council to defray the actual cost of processing the application.
- b. *Contents of application.* The rezoning and preliminary development plan application shall include the following information:
1. The names, address, and telephone number of the owners of record of the land proposed for development.
 2. The name, address, and telephone number of the developer, if different from the owner, and an explanation of the difference.
 3. The name, address and telephone number of the agent of the applicant, if there is an agent.
 4. The name, address, and telephone number of the all land use, environmental, engineering, economic, or other professionals that are assisting with the application.
 5. The name, address and legal description of the land on which the preliminary development plan is proposed to occur, with attached copies of any instruments referenced, such as but not limited to deeds, plats, easements, covenants and restrictions.
 6. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for development, with the boundaries already marked.
 7. An eight and one-half (8½) by eleven (11) vicinity map locating the proposed land for development.

-
8. A statement of the planning objectives to be achieved by the planned redevelopment activity and its consistency with the Jacksonville Beach Community Redevelopment Plan. The statement shall include a detailed description of the character of the proposed development, including information relative to the architectural style of the proposed development.
 9. A statement of the applicant's intentions with regard to the form of ownership contemplated for the development when construction is completed, e.g., sale or lease of all or some of the development including rental units, condominiums, or fee simple conveyance.
 10. A description of the proposed development, including:
 - i. The number and type of residential dwelling units.
 - ii. The approximate gross density for the residential development.
 - iii. The amounts of land and building square footages for nonresidential developments, by type of use, including any portions to be reserved for public use.
 - iv. Calculations showing the total lot coverage for building and accessory uses.
 11. A concept plan showing the location of all proposed buildings, the proposed traffic circulation system, and parking facilities.
 12. A tentative development schedule indicating:
 - i. The approximate date when construction of the development can be expected to begin.
 - ii. The stages in which the development will be built and the approximate date when construction on each stage can be expected to begin.
 - iii. The approximate date when each stage of development will be completed.
- c. *Determination of sufficiency.* The planning and development director shall determine if the application is sufficient within ten (10) working days after it is submitted.
1. If the planning and development director determines the application is not sufficient, a written notice shall be mailed to the applicant specifying the application's deficiencies. No further action shall be taken on the application until the deficiencies are remedied.
 2. When the application is determined sufficient, the planning and development director shall notify the applicant, in writing, of the application's sufficiency and that the application is ready for review pursuant to this section.
- d. *Review and report.* On the day the application is determined sufficient, the planning and development director shall forward the application to the Jacksonville Beach Redevelopment Agency for its review and recommendation. Within twenty-five (25) working days after the receipt of the application, the Jacksonville Beach Redevelopment Agency shall review the application and prepare a report recommending approval, approval with conditions or denial, based on the standards in section 34-347(c)(3). The planning and development director shall mail a copy of the redevelopment agency report to the applicant on the day the report is completed, along with written notification of the time and place the application will be considered by the planning commission at a public hearing.
- e. *Public hearings.* The planning commission shall hold one (1) public hearing and the city council shall hold two (2) public hearings on a preliminary development plan for a RD zoning district

classification when the amendment would affect five (5) percent or more of the total land area of the city. The second public hearing before the city council shall be held approximately two (2) weeks after the first public hearing. The day, time, and place at which the second city council public hearing will be held shall be announced at the first public hearing. The planning commission and the city council each shall hold at least one (1) public hearing on a proposed preliminary development plan for a RD zoning district when that amendment would affect less than five (5) percent of land in the city. The public hearings shall be held after 5:00 p.m. on a weekday.

- f. *Notice.* The planning and development director shall provide notice of the public hearings pursuant to the requirements of section 34-154(b).
- g. *Action by planning commission.* The planning commission public hearing on the application shall be conducted pursuant to the procedures in section 34-151 et seq. At the public hearing, the planning commission shall consider the application, the recommendation of the Jacksonville Beach Redevelopment Agency, comments of the applicant and city staff, and public testimony. After close of the public hearing, the planning commission shall recommend to the city council approval, approval with conditions, or denial of the requested rezoning and preliminary development plan for the RD zoning district classification. In reviewing and making a recommendation, the planning commission shall apply the standards in section 34-211 governing rezonings.
- h. *Action by the city council.*
 - 1. *Scheduling of public hearing.* Upon notification of the recommendation of the planning commission, the application and recommendation shall be forwarded to the city council for the scheduling of a public hearing at the first available regularly scheduled meeting by which time the public notice requirements can be satisfied, or such time as it is mutually agreed upon by the applicant and planning and development director.
 - 2. *Decision.* At the public hearing, the city council shall consider the application, the recommendation of the Jacksonville Beach Redevelopment Agency, the recommendation of the planning commission, and comments of the applicant and city staff. After the close of the public hearing, the city council shall approve, approve with conditions, or deny the rezoning application and preliminary development plan pursuant to the standards in section 34-211.
- i. *Standards.* A preliminary development plan for a RD zoning district designation shall comply with the following standards:
 - 1. *Land area.* Development shall be approved only on land having an area which is deemed to be adequate and appropriate.
 - 2. *Permitted uses.*
 - i. Uses shall be governed by the provisions of the Jacksonville Beach Community Redevelopment Plan and shall be appropriate for the location requested, compatible with other existing or proposed uses in the general vicinity, and consistent with the adopted Jacksonville Beach Community Redevelopment Plan.
 - ii. The following uses are specifically prohibited:
 - a) Manufacturing., except for activity related to the production of items designed for sale at retail on the premises such as arts and crafts, jewelry, or bakery goods.

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- b) Outdoor storage yards of any kind, including junk yards.
 - c) Wholesale trade, warehouse, and distribution establishments.
 - d) Cemeteries.
 - e) Mobile home parks.
 - f) Motor vehicle repair, services, and garages.
 - g) Transportation and transportation service establishments, except terminal and service facilities for passenger transportation.
 - h) Petroleum and petroleum products receiving, storage/and distribution.
 - i) Veterinary services and kennels.
 - j) Recreational vehicle or travel trailer parks.
 - k) Commercial and industrial laundries.
 - l) Cold storage and ice processing plants.
 - m) Contract construction establishments.
 - n) Rooming and boarding houses.
3. *Residential density.* The maximum density allowed for residential development shall not exceed forty (40) dwelling units per gross acre, or two (2) dwelling units for the first five thousand (5,000) square feet, plus one (1) dwelling unit for each additional one thousand (1,000) square feet of land, whichever is the strictest.
4. *Area and setback requirements.* Minimum lot area, minimum width, yard setbacks, and maximum lot coverage shall be consistent with the goals, objectives and policies of the Jacksonville Beach Community Redevelopment Plan, comparable to the remainder of the planned redevelopment, and comparable to the existing and proposed development of the surrounding area. The maximum building height allowed shall be thirty-five (35) feet.
5. *Traffic circulation control and parking.*
- i. A suitable transportation and traffic control plan shall be provided showing the utilization of existing roads for access to the proposed development, and their relationship to on-site driveways, parking and loading areas, refuse collection points, sidewalks, bike paths, and other traffic-related facilities. The suitability of the proposed traffic management system shall be determined, in part, by the potential impact of the development on safety, traffic flow and control, accessibility for emergency vehicles, and consistency of the development with the provisions of the Jacksonville Beach Community Redevelopment Plan.
 - ii. Principal vehicular access points shall be designed to permit smooth traffic flow and minimize hazards to vehicular and pedestrian ways. Minor streets within a Preliminary Development Plan shall not be connected to streets outside the site in such a way as to encourage their use by through traffic.
6. *Off-street parking and loading.* Off-street parking and loading shall be provided in a planned and coordinated manner consistent with the provisions of the Jacksonville Beach Community Redevelopment Plan.
7. *Open space requirements.* All residential developments shall provide common open space for amenities or recreational purposes. The use of the open space or recreational areas

shall be appropriate for the scale and character of the proposed residential development based on consideration of the size, density, anticipated population, topography, and the type of dwelling units. The common open space or recreational area shall be suitably improved for its intended use and the buildings, structures, and improvements permitted in the common areas shall be appropriate to the uses which are authorized for such areas.

8. *Signage.* All signs erected shall be consistent with the goals, objectives, and policies of the adopted Jacksonville Beach Redevelopment Plan and the standards of Article VIII, Division 4.
9. *Landscape.* Landscaping shall be consistent with the goals, objectives, and policies of the Jacksonville Beach Community Redevelopment Plan and the standards of Article VIII, Division 3.
10. *Environmental.* The stormwater management and flood protection standards shall be consistent with the goals, objectives, and policies of the Jacksonville Beach Community Redevelopment Plan and the standards in Article VIII, Division 5.
11. *Utility easements.* Easements necessary for the orderly extension and maintenance of public utility systems shall be required where they are necessary to adequately service the development.
12. *Adequate public facilities.* There shall be adequate potable water, sanitary sewer, stormwater management, solid waste, park, roads, police, fire and emergency management services facilities to service the development. The application shall comply with the standards in Article IX, Adequate public facilities standards.
13. *Comprehensive plan consistency.* The proposed development shall be consistent with the future land use map and the goals, objectives, and policies of the comprehensive plan.
- j. *Conditions.* The Jacksonville Beach Redevelopment Agency and the planning commission shall have the authority to recommend, and the city council shall have the authority to impose such conditions on a preliminary development plan for an RD zoning district designation that are necessary to accomplish the purposes of this section, this code, and the comprehensive plan.
- k. *Effect of development order for an RD zoning district designation.* Issuance of a development order for RD zoning district classification shall constitute an amendment to the official zoning map to RD zoning district. It shall also be deemed to authorize the applicant to submit to the planning and development director an application for development permit for the approved preliminary RD development plan pursuant to section 34-251 et seq. No development plan shall be accepted for review and consideration unless the RD zoning district classification and preliminary RD development plan have been approved and remain valid and in effect.
- l. *Recordation.* The adopted Redevelopment District: RD ordinance shall be recorded in the office of the Duval County Clerk, and shall be binding upon the property owners subject to the development order, their successors and assigns, and shall constitute the development regulations for the property. Development of the property shall be limited to the uses, density, configuration, and all other elements and conditions set forth on the adopted preliminary RD development plan. Failure on the part of the applicant to record the Redevelopment District: RD ordinance within a period of one hundred eighty (180) days following its adoption by the city council shall render the plan invalid.
- m. *Time limitations.* Receipt of a development order for an RD zoning district classification shall expire at the end of one (1) year after the date of its initial approval unless an application for a development permit for a development plan has been submitted to the planning and development director. Only one (1), one-year extension shall be granted for an RD zoning district

classification by the city council, upon written application to the planning and development director. Written application requesting the extension shall be submitted to the planning and development director no later than thirty (30) working days before the date that the development order is to expire. Failure to submit an application for a final development plan within the time limits established by this section shall render null and void the development order for the preliminary development plan and RD zoning district classification.

- n. *Minor deviation to preliminary development plan for an RD zoning district designation.* A minor deviation may be made from the preliminary development plan upon written approval of the planning and development director. Minor deviations which shall be authorized are those that appear necessary in light of technical or engineering considerations first discovered during actual development that are not reasonably anticipated during the initial approval process, and shall be limited to the following:

1. Alteration of the location of any road or walkway by not more than five (5) feet;
2. Alteration of the building envelope of up to five (5) percent, provided such alteration complies with the requirements of this Code.
3. Reduction of the total amount of open space by not more than five (5) percent, provided that such reduction does not permit the required open space to be less than that required by this Code.
4. Alterations of the location, type, or quality of required landscaping elements, if it complies with this Code.

- o. *Amendments to preliminary development plan.* A preliminary development plan may be amended only pursuant to the procedures established for its original approval as otherwise set forth in this section.

- (4) *Development plan.* An application for a development plan shall be submitted within one (1) year of receipt of a development order for RD zoning district classification, or the development order shall become immediately void.

(Ord. No. 7500, § 7.2(L), 8-19-91; Ord. No. 99-7776, § 1, 12-6-99; Ord. No. 2001-7810, § 1, 7-16-01; Ord. No. 2004-7878, § 1, 7-19-04; Ord. No. 2005-7899, § 7, 4-4-05; Ord. No. 2014-8042, § 6, 2-3-14; Ord. No. 2015-8065, § 15, 12-7-15 ; Ord. No. 2018-8103, § 1, 2-19-18)

EXHIBIT 9

LDC SECTION 34-345(e)(7)h.: CBD STOREFRONT CHARACTER STANDARDS

architectural relief a minimum of thirty (30) feet wide and three (3) feet deep for building walls and frontage walls facing the street.

- f. *Awnings and shade.* Buildings fronting an "A" street or a "pedestrian oriented" street must provide awnings, canopies or other type of shade refuge equal to a minimum of fifty (50) percent of the length of building frontage.
- g. *General design features.* All buildings shall utilize at least three (3) of the following design features to provide visual relief along all street-facing elevations of the building:
 - 1. Divisions or breaks in, and variety in, exterior finish materials (materials should be drawn from a common palette).
 - 2. Window bays.
 - 3. Separate entrances and entry treatments, porticoes, colonnades, or arcades extending at least five (5) feet, provided that a right-of-way or revocable encroachment permit shall be required if the entrance, entry treatment, colonnade, or arcade extends into the public right-of-way.
 - 4. Variation in roof lines.
 - 5. Awnings or canopies installed in increments of fifteen (15) feet or less and extending at least five (5) feet.
 - 6. Dormers.
 - 7. Overhang extending at least five (5) feet, provided that a right-of-way or revocable encroachment permit shall be required if the entrance, entry treatment, colonnade, or arcade extends into the public right-of-way.
 - 8. Recessed entries (at least three (3) feet from the primary facade).
 - 9. Protruding entries (at least three (3) feet from the primary facade).
 - 10. Covered porch entries.
 - 11. Cupolas.
- h. *Storefront character.* Commercial, retail/office and mixed-use buildings shall express a "storefront character". This standard shall be met by providing each of the following architectural features along the building frontage as applicable.
 - 1. Corner building entrances on corner lots.
 - 2. Regularly spaced and similar-shaped windows with window hoods or trim on all building stories.
 - 3. Large display windows on the ground floor. All "A" and "pedestrian oriented" street-facing or public space-facing structures shall have transparent windows covering a minimum of forty (40) percent and a maximum of eighty (80) percent of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over fifty (50) percent of a street-facing frontage and shall not exceed thirty (30) linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass, tinted, or glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement if the first floor has not been designed as a flood proof first floor.
- i. *Orientation.* The primary building entrances shall be visible and directly accessible from a public street. Building massing such as tower elements, not exceeding thirty-five (35) feet in height, may be used to identify the location of building entries.
- j. *Rooflines.* Rooflines on attached residential and nonresidential buildings shall be varied to reduce the

EXHIBIT 10

PARKING ASSESSMENT SPREADSHEET

Jacksonville Beach Parking Assessment

Project Phase	Square Feet	Required Parking Spaces	Parking Spaces Provided On-Site	Off-Site Spaces Needed	Notes								
Phase 1	22,455	29	29	0	<table><tr><td colspan="2">Spaces Required Per Jax Beach LDC</td></tr><tr><td>Usage</td><td>Parking</td></tr><tr><td colspan="2">Shopping Center up to 399,999 sf</td></tr><tr><td colspan="2">1 Space per 500 sq. ft</td></tr></table> The "gross" parking requirement from the Gallery would be 34 spaces. However, the Gallery has vested rights to provide 18 spaces in lieu of 62 spaces per BOA 73-98.	Spaces Required Per Jax Beach LDC		Usage	Parking	Shopping Center up to 399,999 sf		1 Space per 500 sq. ft	
Spaces Required Per Jax Beach LDC													
Usage	Parking												
Shopping Center up to 399,999 sf													
1 Space per 500 sq. ft													
Phases 1 - 2	30,810	46	46	0									
Phases 1 - 3	56,532	97	75	22									
Phases 1 - 4	56,532	97	57	40									
Phase 1: Gallery/O-Ku													
Gallery	16,955	18	18										
O-Ku/Retail	5,500	11	11										
Total	22,455	29	29	0									
Phase 2: Restaurant/Parking at NW Quadrant													
Restaurant	8,355	17											
Parking Lot			17										
Total Phases 1 - 2	30,810	46	46	0									
Phase 3: Retail/Office/Parking at NW Quadrant													
Retail/Office	25,722	51											
Parking Lot			29										
Total Phases 1 - 3	56,532	97	75	22									
Phase 4: Gallery Conversion			(18)										
Total Phases 1-4	56,532	97	57	40									

The parking spaces will be under the retail/office building. The Project will have a 22 parking space shortfall.

18 spaces will be removed to facilitate the Gallery conversion to restaurant uses and pedestrian amenities. The Gallery building is contemplated to remain the same size. Following the conversion, there will be a 40 parking space shortfall.

This table is for illustrative purposes only. The actual parking requirements of the Project may differ as phases build out. All parking space calculations in this spreadsheet have been rounded pursuant to section 34-372, City of Jacksonville Beach Land Development Code.

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

ORDINANCE NO. 2022-8178

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING A REDEVELOPMENT DISTRICT: RD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the owners of certain lands in the City, more particularly described herein, have applied to the City Council for the rezoning of those lands from *Central Business District: CBD* to *Redevelopment District: RD*; and

WHEREAS, the City Council has considered the application, project narrative, all relevant support materials, the staff report, the recommendation of the Planning Commission, and Community Redevelopment Agency 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:

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

Parcel 1:

The South 67.25 feet of the East 26.5 feet of the West 37.5 feet of Lot 7, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

Parcel 2:

The East one-half of the South one-half of Lot 7 and the South one-half of Lot 8, Block 52, Pablo Beach North, according to the plat thereof recorded in Plat Book 3, page 28, Public Records of Duval County, Florida.

Parcel 3:

Lots 30, 31, 32, and 33, Flagler Tract, according to the plat thereof, as recorded in Plat Book 15, Page 50, of the Public Records of Duval County, Florida.

Parcel 4:

The South 67.25 feet of the West 11 feet of Lot 7, Block 52, Pablo Beach North according to the plat thereof recorded in Plat Book 3, Page 28, Public Records of Duval County, Florida.

Parcel 5:

Lots 34, 35, 36, and 37, Flagler Tract, according to the map or plat thereof as recorded in Plat Book 15, Page 50, Public Records of Duval County, Florida.

Parcel 6:

The South 40 feet of Lots 1 and 2, Block 52, Pablo Beach North, according to the map or plat thereof, as recorded in Plat Book 3, Page 28, of the Public Records of Duval County, Florida.

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

- A. The rezoning application dated April 20, 2022, including project narrative dated May 25, 2022, attached hereto as Exhibit A, and Preliminary RD Development Plan titled "Site Plan" and dated May 25, 2022, attached hereto as Exhibit B, which have been submitted to the City of Jacksonville Beach Planning and Development Department, are hereby adopted and incorporated as part of this amendment to the Jacksonville Beach Land Development Code and Zoning Atlas.
- B. The project shall be generally carried out in accordance with the presentments of the rezoning application, project narrative, and conceptual site development plan.
- C. The project will be developed over a period of at least four (4) phases.
- D. Required parking to support the subject property shall be provided through a combination of on-site parking, off-site parking agreements, share parking agreements, and/or the utilization of the City's payment in lieu of parking program.
- E. Landscaping within the subject property shall comply with the standards of Land Development Code Article VIII Division 3. Site Clearing and Landscape Standards.
- F. Signage within the subject property shall comply with the standards of Land Development Code Article VIII, Division 4. Sign Standards.

SECTION 3. 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 4. It is the intention of the City Council that if any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

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

AUTHENTICATED this ____ day of _____, 2022.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney