



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda

City Council

Tuesday, September 6, 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. Budget Workshop held on August 8, 2022
- B. Budget Workshop held on August 9, 2022
- C. Regular Council Meeting held on August 15, 2022
- D. Council Briefing held on August 22, 2022

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- A. Approve/Disapprove Bid No. 2122-11 to Visual Sound, Inc., for SCADA Video Wall, Furniture and Flooring Upgrade
- B. Approve/Disapprove a Piggyback Agreement with GrayMatter for an Operational Technology (OT) Cyber Risk Assessment in an amount not to exceed \$29,319.00
- C. Approve/Disapprove trenching at four Beaches Energy Services Substations by Vanguard Electrical Contractors to bury wire for the installation of the gate alarms for an amount not to exceed \$50,600.00
- D. Approve/Disapprove Final Plat for Villas of South Jax Beach

- E. Approve/Disapprove upgrading the Selectron Interactive Voice Response (IVR) system as part of the ERP Implementation project and authorize the Mayor and City Manager to execute a maintenance agreement; *and*
- Approve/Disapprove of Selectron Technologies, Inc as the Sole Source Provider for maintenance and upgrades to the Selectron IVR System
- F. Approve/Disapprove an exception to the Special Events Policy to allow the Florida Fin Fest on September 17 and September 18, 2022

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2121-2022 expressing the City Council's support for local bill JB-1 to be considered by the Duval County Legislative Delegation creating a special zone in the City of Jacksonville Beach known as the Downtown Incentive Zone so as to provide an exception to §561.20(1), Florida Statutes, for space, seating, and minimum gross revenue requirements for special alcoholic beverage licenses for public food service establishments within the Downtown Incentive Zone

ORDINANCES

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

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 Workshop
Monday, August 8, 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.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Director of Public Works Dennis Barron, Director of Planning and Development Heather Ireland, Community Redevelopment Agency Coordinator Taylor Mobbs, Chief Financial Officer Ashlie Gossett, and Budget Officer AJ Souto.

Public Works

Director of Public Works Dennis Barron highlighted Strategic Plan Priority, Goals and Objectives.

Mr. Barron reviewed the Department Goals for FY2023 including:

- Design completion of 10th Street South Improvements from Beach Blvd. to 5th Avenue South
- Construct Sewer Replacement on A1A (3rd Street)
- Lift station improvements
- Construct Sludge Dewatering Facility Improvements
- Chlorination improvement
- Construct dune walkovers
- Construct Beach outfall improvements
- Senate Bill 64 (SB-64) projects
- Solid waste contract

Mr. Barron reviewed the department's highlights and accomplishments including:

- 3C Project 4, 5, & 6
- 3C Project 3 – Central Basin and South Stormwater Improvements
- Penman Road Septic to Sewer Conversion Project
- Pollution Control Plant (PCP) Improvement Project

Mr. Barron noted a budget increase to clean sanitary and stormwater mains was due to the addition of a staff member. He stated additional budget monies coming in were from American Rescue Plan Act (ARPA) funds, and the budget increase in operating costs was related to the increased costs of labor, projects, and materials.

A conversation ensued regarding miscellaneous topics.

Planning & Development Department

Director of Planning and Development Heather Ireland provided a handout [on file] of the Comprehensive Plan and Land Development Code (LDC) Update Project Schedule. Ms. Ireland reviewed the LDC project update, including an upcoming workshop schedule and an interactive community project website by project consultant Kimley Horn. Ms. Ireland stated the Comprehensive Plan and LDC update would focus on Strategic Plan Priority, Goals and Objectives including:

- Develop strategies to preserve single-family neighborhoods
- Establish workforce-housing incentives
- Create LDC incentives to support new businesses locating/starting up in the City

Ms. Ireland highlighted the Department Goals including:

- Continuing implementation of the “Weekend Warrior” program
- Continue to enforce the Sea Turtle Protection Ordinance
- Implement an online permitting system
- Purchase a new vehicle

A conversation ensued regarding various topics.

Community Redevelopment Agency (CRA)

Ms. Ireland stated although the CRA had no Strategic Plan Projects for FY2023, many projects were started in FY2022. Ms. Ireland reviewed some of the CRA’s goals including:

- Implement the Public Art Master Plan
- Implement the plan for the Pier Entryway Parking Lot
- Refine the conceptual design for Latham Plaza
- Continue reconstruction of the beach dune walkovers
- Improving infrastructure downtown
- Funding segments of the Urban Trails Project
- Continue implementation of the specific elements identified in Dix Hite + Partners’ Downtown Action Plan

A conversation ensued regarding several topics.

The Workshop adjourned at 5:47 P.M.

Submitted by: Lauren Loria
Administration Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

City of Jacksonville Beach
Minutes of Fiscal Year 2023 Budget Workshop
Tuesday, August 9, 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.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were Director of Beaches Energy Services Allen Putnam, Director of Parks and Recreation Jason Phitides, Chief Financial Officer Ashlie Gossett, and Budget Officer AJ Souto.

Beaches Energy Services

Director of Beaches Energy Service (BES) Allen Putnam summarized the department goals and advised energy rates are below state average through conservation and energy efficiency programs. Mr. Putnam expressed a need to update all fees and the net metering policy.

Mr. Putnam reviewed the cancellation of a second solar project due to cost and materials. He noted that the Florida Municipal Power Agency (FMPA) would continue to seek other partners to continue the addition of renewable energy.

Mr. Putnam reviewed Regulatory Issues and highlighted the following:

- Modernizing Electrical System Infrastructure
- Natural Gas

A conversation ensued regarding National and State supply and demand issues for natural gas and power outage equipment.

City Council Briefing Item

E-Check Payment Processing in Interactive Voice Recognition System

Chief Financial Officer Ashlie Gossett presented information [on file] regarding the E-Check Payment Processing in Interactive Voice Recognition (IVR) system.

A discussion ensued about cost, convenience fees, customer benefits, Utility Billing, and target dates to implement the new system. It was the consensus of the Council for staff to proceed with the e-check IVR system upgrade with Selectron and issue a notice to proceed to the vendor ahead of formal Council approval in September.

Parks and Recreation

Director of Parks and Recreation Jason Phitides summarized four Strategic Plan Priority, Goal, and Objectives:

- Urban Trails master plan promotion

- Improve and expand nature preserves and water access
- Implement park study results
- Inventory and expand the City's tree canopy

Mr. Phitides stated the goal is to have the final design for Gonzales Park ready to present to Council by the end of 2022 and break ground in early 2023.

Mr. Phitides spoke about the additional responsibilities of the Ocean Rescue Department. He reviewed the requirements and procedures for staffing and beach tower coverage. He stated staff is doing a great job recruiting, scheduling, and revising the training program.

A conversation ensued regarding wages and recruiting methods for Ocean Rescue. Mr. Phitides mentioned the option of bringing back the Jr. Lifeguard program.

The Workshop adjourned at 5:49 P.M.

Submitted by: Callie Rayeski
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, August 15, 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, Chief Financial Officer Ashlie Gossett, Property and Procurement Officer Luis Flores, Payroll & Benefits Administrator Duston Scott, Police Commander Thomas Bingham, Director of Parks and Recreation Jason Phitides, Director of Public Works Dennis Barron, Attorney for the City Cliff Shepard, 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:

- Council Briefing held on July 29, 2022
- Budget Workshop held on August 1, 2022
- Regular Council Meeting held on August 1, 2022
- Budget Workshop held on August 2, 2022

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to amend the agenda to take Items J and K from the City Managers section and move them to the end of the agenda pursuant to Section 2-33 of the City Code.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman.
Nays – Dumont.
The motion passed 6-1

ANNOUNCEMENTS:

Mayor Hoffman congratulated the Police Department on having a full class for the Citizen Police Academy.

COURTESY OF THE FLOOR TO VISITORS:

- Verna Griffin, 229 Lora Street, Neptune Beach, spoke on increasing the number of pickleball courts.
- April Howard, 29 San Pablo Circle South, Jacksonville Beach, spoke on a fence permit request.
- Liza Groshell, 2510 2nd Avenue North, Jacksonville Beach, spoke on the Windward Marina Property Approval.

MAYOR AND CITY COUNCIL: *No items*

CITY CLERK: *No items*

CITY MANAGER:

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to accept the Monthly Financial Reports for the month of July 2022.

Discussion: *None*

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

Item 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

Chief Financial Officer Ashlie Gossett explained this item was to provide full modernization of two elevators to meet recent safety changes in the Florida Statutes.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the modernization and upgrade of two elevators by Thyssen Krupp Elevator Corporation utilizing Sourcewell contract #47QSWA20D002A for an amount not to exceed \$261,986.

Discussion:

A discussion ensued regarding the quote and anticipated supply chain issues.

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

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

Ms. Gossett provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve an Audit Agreement with The SpyGlass Group retroactively, and authorize a one-time payment of \$119,622.12.

Discussion: *None*

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

Item 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**

Payroll & Benefits Administrator Duston Scott provided background on the item and said the new software would enable employees to calculate their own pension benefits.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award 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.

Discussion:

A brief discussion ensued about the compatibility of the software and the new Munis system.

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

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

Police Commander Thomas Bingham explained the vehicles would be exchanged for initial and continued Precision Immobilization Training (PIT).

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve four out-of-service police vehicles to be donated as surplus to the Jacksonville Sheriff's Office in lieu of auction.

Discussion: *None*

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

Item 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**

Director of Parks and Recreation Jason Phitides provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve 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.

Discussion:

Mr. Phitides confirmed the golf carts would have upgraded GPS and would be compatible with the City's app.

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

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

Director of Planning and Development Heather Ireland provided background on the item. She responded to concerns expressed by the City's restaurant tenant.

The following spoke in opposition to the item:

- Teresa O'Brien, 1602 5th Avenue North, Jacksonville Beach

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

Discussion:

A brief discussion ensued about the possible displacement of a cat colony, Animal Control, and concerns expressed via email by the Sierra Club [on file].

Agent T.R. Hainline, 1301 Riverplace Boulevard, Jacksonville, responded to the Sierra Club's concerns.

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

Item 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 & Moyer for Construction Administration services in an amount not to exceed \$29,681

Director of Public Works Dennis Barron provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to Award 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.

Discussion:

A discussion ensued about neighborhood outreach, the bid quote, and the estimated construction timeline.

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve an Agreement with Waitz & Moyer for Construction Administration services in an amount not to exceed \$29,681.

Discussion: *None*

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

Item 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**

Mr. Barron provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve 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.

Discussion:

A brief discussion ensued about the project timeline.

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

Mayor Hoffman announced Item J and Item K would follow the Resolutions and Ordinance.

RESOLUTIONS:

Item 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**

City Attorney Sandra Robinson provided background on the item.

Mayor Hoffman requested the City Clerk read Resolution No. 2115-2022 by title only, whereupon Ms. Gosselin read the following:

“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.”

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt 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.

Discussion: *None*

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

Item B Adopt/Deny Resolution No. 2116-2022 adopting the updated Southend Redevelopment Area Plan

Ms. Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Resolution No. 2116-2022 by title only, whereupon Ms. Gosselin read the following:

“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.”

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Resolution No. 2116-2022 adopting the updated Southend Redevelopment Area Plan.

Discussion: *None*

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

ORDINANCES:

Item 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

Ms. Ireland provided background on the item. She briefly reviewed the four project phases and conditions of approval.

Mayor Hoffman requested the City Clerk read Ordinance No. 2022-8178 by title only, whereupon Ms. Gosselin read the following:

“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.”

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

It is the applicant’s burden to demonstrate that his or her application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council’s decision on a RD rezoning application is based on the criteria set forth in Section 34-347(c)(3)i of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

In addition, the Council has received a copy of the application and the staff, Planning Commission, and Community Redevelopment Agency recommendations on this rezoning request.

I will now open the public hearing on Ordinance No. 2022-8178.”

Attorney/Agent Steve Diebenow, One Independent Drive, Suite 1200, Jacksonville, stated he represented the applicant. He commented on the project phases, parking, and bar use.

Public Hearing:

No one came forth to speak on the item. Mayor Hoffman closed the public hearing.

Ex-Parte Communications:

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

Mayor Hoffman disclosed she had breakfast with Mr. Diebenow and discussed the information he presented at tonight’s meeting. Additionally, they discussed other projects.

Council Member Stokes disclosed he was contacted by David Smith about the permitted and conditional use. He also spoke to Mr. Diebenow about the project to address questions and concerns.

Ms. Dumont disclosed she had coffee with Mr. Diebenow and discussed this project and other projects. She was also contacted by David Smith about the liquor licenses and proximity issues.

Council Member Meza disclosed he had coffee with Mr. Diebenow and discussed this project and other projects. He was also contacted by David Smith.

Mayor Hoffman added she received an email from Mr. Smith.

Council Member Nichols disclosed he received an email from Mr. Smith and discussed the project with Mr. Diebenow.

Mr. Janson disclosed he discussed the project with Mr. Diebenow and spoke with David Smith as well.

Council Member Golding disclosed she met with Mr. Diebenow to discuss this project and other City projects. She also had a call with David Smith to discuss his concerns about bars, lounges, and nightclubs being permitted uses.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve 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.

Mayor Hoffman read the following: “Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land

Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined and the decision was made.”

Motion to Amend: It was moved by Ms. Dumont, seconded by Ms. Golding, to approve subject to the conditions; each project phase will be reviewed by staff to ensure continued compliance with the Downtown CRA Plan; and in Phases 3 and 4, as it related to bar and restaurant development, any primary ingress or egress orientation, as well as outdoor seating, will be oriented to the north and south and any variation to that would require conditional use; and to move bars, lounges, nightclubs, taverns, and other drinking establishments from a permitted use to conditional use.

Discussion:

A discussion ensued about conditional use and outdoor dining.

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

Discussion:

Discussion continued about conditional use, parking, and project phases.

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

Mayor Hoffman called for a recess at 7:16 PM.

The meeting resumed at 7:19 PM.

CITY MANAGER (continued):

Item 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

Attorney for the City Cliff Shepard provided background on the item and noted no decision made would affect the reverter clause. He read the reverter clause [on file].

Public Comment:

Mayor Hoffman opened the public comment.

The following spoke in opposition to the item:

- Rita Mairs, 1562 Holly Oaks Lake Road East, Jacksonville
- Phillip Eddins, 1893 Osprey Bluff Boulevard, Fleming Island
- Jason Gabriel, Attorney for the Volunteer Life Saving Corps (VLSC), 50 North Laura Street, Suite 3000, Jacksonville
- Mary Phillips, 934 10th Street North, Jacksonville Beach
- Jim Emery, 1764 Maritime Drive, Atlantic Beach

The following submitted a speaker card in opposition to the item but did not wish to speak:

- M Bandi Morford, 1219 Penman Road, Jacksonville Beach
- Thomas Cassaro, 601 11th Avenue North, Jacksonville Beach
- Neil Powell, 230 Pablo Road, Ponte Vedra Beach
- William White, 14433 Seafarer Drive, Jacksonville
- Trent Dalldorf, 536 Vikings Lane, Atlantic Beach
- Timothy Kline, 220 Myra Street, Neptune Beach
- Jared Newell, 115 Coastal Oak Circle, Ponte Vedra Beach
- Jason Caffey, 819 Patricia Lane, Jacksonville Beach
- Zachary Watson, 1424 Blue Heron Lane East, Jacksonville Beach
- Matt Duffy, 220 Pine Street, Neptune Beach
- Dylan Beaver, 838 Cavalla Road, Atlantic Beach
- Guy Bond, 1312 Plantation Oaks Drive South, Jacksonville Beach
- Reva Bond, 1312 Plantation Oaks Drive South, Jacksonville Beach
- Angie Brach, 620 10th Avenue North, Jacksonville Beach
- Courtney Proctor, 12 San Pablo Circle South, Jacksonville Beach
- Ross Ghiotto, 1809 4th Street, Neptune Beach
- Christopher Saggau, 1829 Arden Way, Jacksonville Beach

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve authorization to send formal notice to the American Red Cross for the reversion of the subject parcels to the City of Jacksonville Beach.

Discussion:

A discussion ensued regarding the separation of the VLSC from the Red Cross and the reversion of the subject parcels. Attorney Shepard provided an additional response to the public comment.

Motion to Amend: It was moved by Mr. Stokes to defer the item until Attorney Shepard and City Attorney Robinson collect sufficient information regarding the American Red Cross, the VLSC, and the reverter clause.

The motion failed due to the lack of a second.

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

Item 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

Attorney Cliff Shepard provided background on the item. He provided additional comments on the ballot initiative, referendum, and petition.

Public Comment:

Mayor Hoffman opened the public comment.

The following spoke on the item:

- Jim Emery, 1764 Maritime Drive, Atlantic Beach
- Mary Phillips, 934 10th Street North, Jacksonville Beach
- Thomas Cassaro, 601 11th Avenue North, Jacksonville Beach
- Jason Gabriel, 50 North Laura Street, Suite 3000, Jacksonville
- Britt Sanders, 59 Oakwood Road, Jacksonville Beach
- Zann Thames Williams, 45 Oakwood Road, Jacksonville Beach
- Rita Mairs, 1562 Holly Oaks Lake Road East, Jacksonville
- Sean O'Brien, 11932 Gran Meadows Way, Jacksonville
- Phillip Eddins, 1893 Osprey Bluff Boulevard, Fleming Island

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

- M Bandi Morford, 1219 Penman Road, Jacksonville Beach
- Neil Powell, 230 Pablo Road, Ponte Vedra Beach
- William White, 14433 Seafarer Drive, Jacksonville
- Trent Dalldorf, 536 Vikings Lane, Atlantic Beach
- Timothy Kline, 220 Myra Street, Neptune Beach
- Jared Newell, 115 Coastal Oak Circle, Ponte Vedra Beach
- Jason Caffey, 819 Patricia Lane, Jacksonville Beach
- Zachary Watson, 1424 Blue Heron Lane East, Jacksonville Beach
- Matt Duffy, 220 Pine Street, Neptune Beach
- Dylan Beaver, 838 Cavalla Road, Atlantic Beach
- Guy Bond, 1312 Plantation Oaks Drive South, Jacksonville Beach
- Reva Bond, 1312 Plantation Oaks Drive South, Jacksonville Beach
- Courtney Proctor, 12 San Pablo Circle South, Jacksonville Beach
- Ross Ghiotto, 1809 4th Street, Neptune Beach
- Christopher Saggau, 1829 Arden Way, Jacksonville Beach

The following submitted correspondence [on file] on the item:

- Valerie Britt, 506 15th Avenue North, Jacksonville Beach

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve advancement of a resolution for consideration at a special City Council meeting.

Discussion:

A discussion ensued about the referendum costs, possible liability risk to the City, the property deed, Florida Statutes, litigation, City Council procedures, the Department of Labor investigation, and the ballot initiative.

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve authorization to legally challenge all matters related to and arising from the ballot initiative and referendum.

Discussion:

Each Council Member voiced their opinion on the item.

Mr. Shepard clarified the next steps in the process.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:30 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

The Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Director of Planning and Development Heather Ireland, Director of Parks and Recreation Jason Phitides, Parks and Recreation Office Administrator Molly Alleger, Police Commander Thomas Crumley, and City Attorney Sandra Robinson.

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

Fence Height

Director of Planning and Development Heather Ireland explained during the Council Briefing held on April 25, 2022, the Council requested a review of the City's current code for fences and fence heights. Ms. Ireland stated staff researched neighboring and comparable Florida cities with oceanfront property and their fence height requirements and regulations. Ms. Ireland reviewed information on current fence heights for comparable cities.

Ms. Ireland stated staff supported improvements and changes to Section 34-406 of the Land Development Code (LDC) and recommended any modifications to the Section not be stand-alone but become part of the overall update of the entire LDC.

It was the consensus of the Council for staff to address specific sections of the fence code prior to the LDC update.

Gonzales Park Update

Director of Parks and Recreation Jason Phitides reviewed design options for adding two additional pickle ball courts into the approved concept redesign for Gonzales Park. A conversation ensued regarding possible design changes to include the additional pickle ball courts.

It was the consensus of the Council to change the layout of the current location of the planned pickle ball courts to add two additional courts totaling four courts at Gonzales Park.

Special Events Policy

Parks and Recreation Office Administrator Molly Alleger reviewed a summary of comments received by the Council at the Council Briefing held on August 9, 2021 and staff's recommended changes to the Special Events Policy.

A conversation ensued regarding the proposed changes in the policy. It was the consensus of the Council for staff to make the requested revisions and provide the Council with a draft policy for consideration.

Miscellaneous City Manager's Items
None

Committee Assignment Report

Council Member Janson stated he would replace Council Member Stokes on the Florida League of Cities Land Use and Economic Development Committee.

Council Member Golding stated she would be part of the Florida League of Cities Municipal Administration Committee again.

Future Briefing Topics

City Manager Mike Staffopoulos stated the following topics would be discussed at upcoming Council Briefings:

- Council discussion regarding the results of the second Open House held on July 11, 2022, regarding building height
- Council discussion regarding different meeting and Briefing days and start times once the new Council is seated after elections
- A reminder of a special Council Briefing scheduled for September 7, 2022, regarding Mayor Hoffman's proposed process for filling Council Member Chet Stokes' seat after the upcoming elections

Council Member Golding proposed a future briefing topic allowing the Council to have an open discussion regarding options moving forward with the Volunteer Life Saving Corp (VLSC) situation. City Attorney Sandy Robinson informed the Council there had been no new updates to discuss with the VLSC but already proposed options could be re-discussed.

A conversation ensued about discussing the current VLSC situation during pending litigation. It was the consensus of the Council to postpone any briefing topics regarding the VLSC situation.

The Briefing adjourned at 6:50 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

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:	Allen Putnam, Director of Beaches Energy Services
DATE:	07/18/2022
SUBJECT:	Bid No. 2122-11 SCADA Video Wall, Furniture and Flooring Upgrade

BACKGROUND

Beaches Energy Services (BES) is upgrading its System Operations Center (SOC) within the SCADA building. The goal of the SOC is to make System Operations more efficient, accurate, and safer by creating an environment that enhances overall situational awareness, collaboration, and communication, and ultimately, quick and correct response. This increases the probability of better customer interaction/satisfaction, system reliability, security, restoration, and the overall safety of workers and the general public. The video wall solution would leverage BES's existing IP network and will allow the sharing of information (sources) over the network to the video wall display, other operators, desktop displays, and conference room. BES previously purchased an Outage Management System (OMS).

The current Rubbermaid office furniture is over 20 years old and cannot handle the increased weight and number of computer monitors to display and monitor the system. The current raised flooring is over 20 years old and the glue is beginning to peel away from the tiles. This has caused a tripping hazard in many locations of the work area.



To view Bid No. 2122-11 in its entirety, click [here](#).

FINANCIAL IMPACT

Replacement of the SCADA video wall and furniture was included in the FY2022 Capital Improvement Plan with a total budget of \$470,000. Replacement of the flooring was not originally included however, the weight of the new video wall and furniture made it necessary to replace the flooring as well. The total cost for these projects is \$639,699: \$581,545 for the project deliverables, and a 10% contingency of \$58,154. The additional funds needed are available in the Electric Utility fund operating reserves. The funds will be spent from the following account: 410-12-1212-531-64-564000, and the budget will be amended as part of the



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

year-end budget adjustment.

REQUESTED ACTION

Approve/Disapprove Bid No. 2122-11 to Visual Sound, Inc., for SCADA Video Wall, Furniture and Flooring Upgrade

ATTACHMENTS

1. Bid No. 2122-11 Notice of Intent to Submit Bid for Approval and Award by City Council
2. Visual Sound Response to Bid No. 2122-11

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 BID FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: July 11, 2022

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2122-11 SCADA Video Wall, Furniture and Flooring Upgrade**

	AV-WORX	Visual Sound, Inc.
Description	Price	Price
SCADA Video Wall and Furniture Upgrade	\$ 534,050.00	\$ 513,512.55
4th Year extended OEM warranty	\$ 20,800.00	\$ 8,344.00
5th Year extended OEM warranty	\$ 12,800.00	\$ 8,776.00
Extended OEM software support	\$ 4,150.00	\$ 26,912.00
Integrator's service and maintenance	\$ 57,600.00	\$ 24,000.00
Total	\$ 629,400.00	\$ 581,544.55

Recommendation will be presented to the City Manager for intent to award of Bid No. 2122-11 SCADA Video Wall, Furniture and Flooring Upgrade to **Visual Sound, Inc.**

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 Bid Award Notice from the Property and Procurement Officer.

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 bidder for their submittal.

Luis F. Flores

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



FORM 1: BID TENDER FORM

Bidder: Visual Sound, Inc

DATE: 7/6/2022

I/we, have reviewed and examined the Scope of Work, Drawings, Material Specifications, and all Addendums, and fully understand the scope of work, conditions, and requirements for this project.

It is understood that the conditions and offers set forth in this proposal shall remain in effect for a period of sixty (60) days, and acceptance of this Bid by the City binds both parties to its contents during the term that it takes to satisfactorily complete the installation of the work at SCADA Video Wall, Furniture and Flooring Upgrade.

I/ We, representing, or as Agent for Visual Sound, Inc
Company
485 Park Way
Address
Broomall, PA 19008
City, State, Zip Code

and hereby known as **Contractor**, agrees to furnish all equipment, labor, and material as stated in the Scope of Work, Drawings, Material Specifications, and all Addendums for the SCADA Video Wall, Furniture and Flooring Upgrade.

For this required scope of work the Contract Price (inclusive of freight and all related charges and fees) for this work is:

Base Bid	
SCADA Video Wall, Furniture and Flooring Upgrade	\$ 513,512.55 (Taxes Included) (Numerals)
4 th Year extended OEM warranty	\$ 8,344.00 (Numerals)
5 th Year extended OEM warranty	\$ 8,776.00 (Numerals)
Extended OEM software support	\$ 26,912.00 (Numerals)
Integrator's service and maintenance	\$ 24,000.00 (Numerals)
\$581,544.55 (Total)	
Five Hundred & Eighty-One Thousand, Five Hundred & Forty-Four Dollars & Fifty-Five Cent (Written)	

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

All services shall be provided meeting, and in compliance with this BID document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc.

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder's bid for this bid.

I hereby certify that I have read and understand the requirements of **Bid No. 2122-11 Item 1: SCADA Video Wall, Furniture and Flooring Upgrade.** and as the bidder, will comply with all requirements, and that I am duly authorized to execute this bid.

SUBMITTED BY: Karen L. Bogosian, President/CEO
Printed Name of Authorized Submitter

COMPANY NAME: Visual Sound, Inc

ADDRESS: 485 Park Way

CITY, STATE & ZIP: Broomall, PA 19008

EMAIL ADDRESS: ccustodio@visualsound.com

By: 
Signature of Authorized Submitter

Karen L. Bogosian, President/CEO
Title (typed or neatly printed)

FORM 1: BID TENDER FORM

BID DOCUMENT TURN-IN CHECKLIST

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

INITIAL Check-Off	#	SECTION TITLE
[KAB]	1.	FORM 1: BID TENDER FORM (pages 51-53)
[KAB]	2.	FORM 2: BID AWARD NOTICE (page 54)
[KAB]	3.	FORM 3: REQUIRED DISCLOSURE (page 55)
[KAB]	4.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE (page 56)
[KAB]	5.	FORM 5: NON-COLLUSION AFFIDAVIT (page 57)
[KAB]	6.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (page 58)
[KAB]	7.	FORM 7: CONTRACTOR PROJECT INFORMATION (pages 59 - 61)
[KAB]	8.	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 Bid Tender Form and/or is required by the BID and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Bidder shall acknowledge receipt of all addenda, if any, to the BID, by filling in Addenda Numbers and dates below.

Addendum #: <u>2</u> Dated: <u>6/21/2022</u>	Addendum #: _____ Dated: _____
Addendum #: <u>3</u> Dated: <u>6/27/2022</u>	Addendum #: _____ Dated: _____

FORM 2: BID 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 bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: Visual Sound, Inc
2. Address: 485 Park Way
3. City, State & Zip: Broomall, PA 19008
4. Attention: Attn: Chris Custodio
5. Phone: 215-651-1296
6. E-mail address: ccustodio@visualsound.com
- PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2122-11** per the attached Bid 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 bidder of the Notice of Intent to Submit Bid 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 BID or combination of BID Items, 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 bid.
Sincerely,

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

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:

NONE

Title: President/CEO

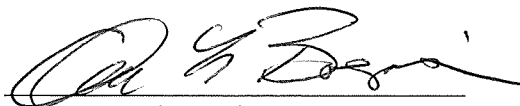
Contractor: Visual Sound, Inc

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

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 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
Karen L. Bogosian
President/CEO

FORM 5: NON-COLLUSION AFFIDAVIT

Karen Bogosian

, being first duly sworn deposes and says that:

1. He (it) is the President/CEO, 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, employees, 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 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 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 of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, 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:



Karen L. Bogosian, President/CEO

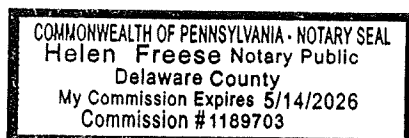
Sworn and subscribed to before me this 28 day of June, 2022,
in the State of Pennsylvania, County of Delaware.

Helen Freese

Notary Public

My Commission Expires:

5/14/2026



FORM 6: NON-BANKRUPTCY AFFIDAVIT

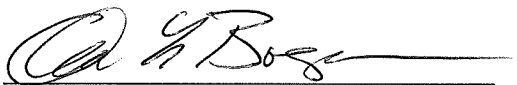
BID #: 2122-11

STATE OF Pennsylvania)

COUNTY OF Delaware)

Karen Bogosian is an officer and member of
the firm of Visual Sound, Inc, being first duly sworn, deposes and
states that;

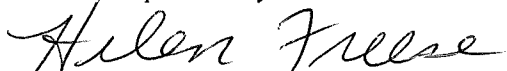
1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, 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 **BID No. 2122-11**
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
Karen L. Bogosian
President/CEO

Sworn to before me this 29 day of June, 20 22 by Karen L Bogosian
(Name of affiant)

He/She is personally known to me or has produced PA Driver's License as identification.

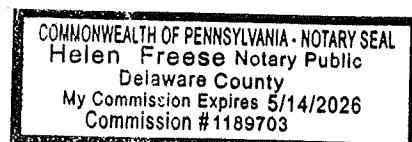


Signature of Notary

Notary's Printed Name Helen Freese

Expiration of Notary's Commission 5-14-2026

Affix Seal Here:



FORM 7: CONTRACTOR PROJECT INFORMATION

I. List Previous 5 Similar Projects Completed. Please Include The Following:

- Name and Address of the Project
- Name and Telephone Number of Project Owner contact
- Date Installed
- Overview of Materials Furnished
- Any special notes

Bidder Resume: PROJECT #1

Name: Southern California Edison (SCE)

Address: cannot be distributed

Contact: Tim White 310-907-6411 timothy.white@sce.com

Installed Date: 2020

Scope of Work: Visual Sound provided a 16x2 array of LCDs, redundant controllers and a system control system. Furthermore, we supplied 3 Winsted Operator consoles.

Special Notes: This project was a new building on the site of an existing sub-station.
Value of this project was \$1,500,000

Bidder Resume: PROJECT #2

Name: Anne Arundel County

Address: 437 Maxwell Frye Rd, Millersville, MD 21108

Contact: Chris Goff 443-510-2908 pwgoff01@aacounty.org

Date installed: 2020

Scope of Work: Visual Sound installed 6 new Winsted operator consoles over 4 different locations.

Updated a conference/war room and installed a LED DLP Cube Video Wall in a 6x3 array along with a new video wall processor. AAC also went with the 1-year Service Agreement.

Special Notes: This project was done through a general contractor.

Bidder Resume: PROJECT #3

Name: Lyntegar Electric Cooperative

Address: 1701 US 87 West, Tohoka, TX 79373

Contact: Ross Aten 806-561-4588 rossaten@lyntegar.coop

Date installed: 2020

Scope of work: Designed, furnished, installed and Service Agreement for a video wall system
Replaced 3 projector systems with a flat LCD video wall displays. The displays matrix was a 5x2 curved array. A Video Wall Controller is driving the system.

Special Notes: Value of this project was \$125,000

Bidder Resume: PROJECT #4

Name: Port of Oakland Maritime TMC

Address: 530 Qter Street, Oakland, CA 94607

Contact: Brian Mi 610-627-1461 bmi@portoakland.com

Date installed: 2020

Scope of work: Renovation Project. Furnished, Installed and provided a Service Agreement for a video wall system. Video Wall array was a 5x2 along with a video wall processor.

Special Notes: This project was done through a general contractor. Valed at \$800,000

Bidder Resume: PROJECT #5

Name: East Kentucky Power Cooperative (EKPC)

Address: Lexington, KY

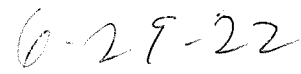
Contact: Jason Witt - jason.witt@ekpc.coop 859-745-9596

Date Installed: March 2022

Scope of Work: Visual Sound Installed a 9x3 array of LCD along with a video wall processor.

Special Notes: This video wall system and the same Barco system in the RFP.


Signed
Karen L. Bogosian
President/CEO


Date

ADDENDUM No. 1

Bid No.: 2122-11
Title: SCADA Video Wall, Furniture and Flooring Upgrade

The purpose of Addendum No. 1 to Bid No. 2122-11 SCADA Video Wall, Furniture and Flooring Upgrade is to answer the following questions:

Question 1:

Is this project Tax Exempt?

Answer 1:

No, the City is tax exempt and considers this project as an improvement to real property. Therefore sales-tax savings can only be realized if the City buys the materials directly from the materials vendor. The contractor is responsible for sales tax when buying materials.

Question 2:

Is Beaches Energy installing the supplied 34" Samsung Curved Monitors specified in the bid document?

Answer 2:

Beaches Energy will provide the monitors, but will not do the install.

Question 3:

Is Beaches Energy supplying the cabling for the 34" Samsung Curved Monitors specified in the bid document?

Answer 3:

Yes.

Question 4:

Will the City of Jacksonville supply a dumpster for the removal of the consoles and flooring?.

Answer 4:

No.

Question 5:

Can you please provide a list and location of all of the sources which will be displayed on the 4x2 video wall? How many sources will be displayed on the video wall at one time?

Answer 5:

All sources to be displayed are within the same facility location as the video wall. These included local TV for weather, Responder Outage Management System, ACS SCADA System, Beaches ACS Training Simulator, City Corporate Network. Possibly all sources will be displayed on the video wall at one time.

Question 6:

The audio system to be included per this specification has a single source identified as an input (Barco audio node). Is this the only input to the DSP, or are there others? If there are others, can that list be provided?

Answer 6:

This is the only input. BARCO audio node shall capture audio streams, decode them, and then output via stereo to the DSP for audio distribution.

Question 7:

Can you define the Award Criteria?

Answer 7:

The City intends to award the bid to the lowest responsive, responsible bidder(s) as determined by the five item total (SCADA Video Wall, Furniture and Flooring Upgrade + 4th Year extended OEM warranty + 5th Year extended OEM warranty + Extended OEM software support + Integrator's service and maintenance) Base Bid pricing provided on the Bid Tender Form (page 51 of 78) included in the bid documents.

Question 8:

Will the City of Jacksonville already have their equipment removed from the consoles prior to us starting onsite?

Answer 8:

No.

Question 9:

On page 27, Remote and Redundant Power Supplies. It asks for us to supply as option for the ability to remotely locate the redundant supplies in a 19" rack. On the bid tender form, there is not a location to submit optional pricing. How would you like us to submit optional pricing?

Answer 9:

The pricing for the option to remotely locate the redundant supplies in a 19" rack is to be included in the SCADA Video Wall, Furniture and Flooring Upgrade Base Bid pricing. A separate breakout for this option is not necessary.

Question 10:

On page 32, it references a rack in the server room, what type of rack and rack space will be will be supplied by owner?

Answer 10:

The rack in question is to be provided by the integrator as stated on page 32 " All receivers at the video wall shall be remotely powered from the equipment rack with all power supplies, rack mount kits, etc. being furnished and installed by the integrator."

COMPANY NAME: Visual Sound Inc.

ADDRESS: 485 Park Way

CITY, STATE & ZIP: Broomall, PA 19008

SUBMITTED BY: Chris Costello TITLE: Project Consultant
Printed name of authorized submitter

SIGNATURE: 

DATE: 6/21/2022

ADDENDUM No. 2

Bid No.: 2122-11
Title: SCADA Video Wall, Furniture and Flooring Upgrade

The purpose of Addendum No. 2 to Bid No. 2122-11 SCADA Video Wall, Furniture and Flooring Upgrade is to answer the following questions:

Question 1:

Following up on Addendum 1 Question 2... Would you like this to be added to the scope of the bid, or will a third party be installing the 34" Samsung monitors?

Answer 1:

The integrator is responsible for equipment installation; therefore the installation of the 34" Samsung Curved Monitors is to be included in their scope of work.

Question 2:

Following up on Addendum 1 Question 4... Will there be a location in the parking lot where a dumpster can be left for the duration of the installation?

Answer 2:

A parking spot will be made available outside the front door of building.

Question 3:

Following up on Addendum 1 Question 8... When will the City of Jacksonville begin removing their equipment from the consoles? We will not be able to remove any flooring or consoles until all of the City's equipment is removed.

Answer 3:

Prior to the timeline provided by the integrator for the project.

Question 4:

Following up on Addendum 1 Question 9... Just to confirm, the remote and redundant power is no longer an option, and is to be included in the base bid?

Answer 4:

Correct.

Question 5:

Following up on Addendum 1 Question 10... The RFP states "The integrator will provide an RU count to Beaches for verification on rack space." This is a request for the amount of rack units needed for verification, and is usually requested when an integrator is installing equipment into an existing rack. Nonetheless a rack can be provided in the base bid. Is there a particular brand/model requirement for the rack?

Answer 5:

The Integrator will provide a rack which is only large enough to hold all the equipment needed for the video wall project in a standard 19" AV component rack cabinet on wheels.

Question 6:

Page 38 – Warranty and Service – "Provide options for years 4 & 5 of extended OEM warranty, extended OEM software support, and for integrator's service and maintenance contract."

- a. Extended OEM Warranty – Would you like this to include all hardware including the Barco UniSee Hardware Essential Care for displays and Barco TFN Hardware Essential Care for processing for the specified term?
- b. Additionally, we want to clarify the OEM hardware warranty is purchased directly from the manufacturer and is tied to your system, is that what you are requesting? Would you be open to the integrator insuring the equipment warranty on the product?
- c. Extended OEM Software Support – Would you like this to include all software including Barco TNF Software Essential Care and Barco SecureStream License to keep the system 100% operational for year 4 & 5, inclusive of updates, and security patches?

Answer 6:

- a. **This is the expected solution.**
 - b. **A 3 year OEM warranty is to be supplied as stated.
Not for the required BARCO support. For the furniture and floor that would be acceptable.**
 - c. **That is expected.**
-

Question 7:

Regarding the height of the new floor, "Page 40 - New computer access floor height: To match existing ± 10 ". Can you verify the height of the floor from the slab to the top of the floor?

Answer 7:

$\pm 11 \frac{1}{2}$ " see included image; ± 10 " to the top of the bolted on stringer.

Question 8:

Page 4 of the RFP, The successful respondent will be responsible for the removal and disposal of all existing equipment and flooring and the installation of new flooring and furniture for a complete "turnkey" solution of video wall, furniture and flooring upgrades at SCADA as described in this solicitation. **Can you supply a list of equipment that will be disposed of? Is there any equipment that will be repurposed or relocated?**

Answer 8:

The existing access flooring and supporting structure can be discarded. The current desk furniture must be transported to the City of Jacksonville Beach Operations & Maintenance Facility Storeroom located at 1460 Shetter Avenue Jacksonville Beach, FL 32250 which is 0.8 miles away from the control room.

All furniture transported to the Operations & Maintenance Facility Storeroom will be sold at a future government auction.

COMPANY NAME: Visual Sound, Inc

ADDRESS: 485 Park Way

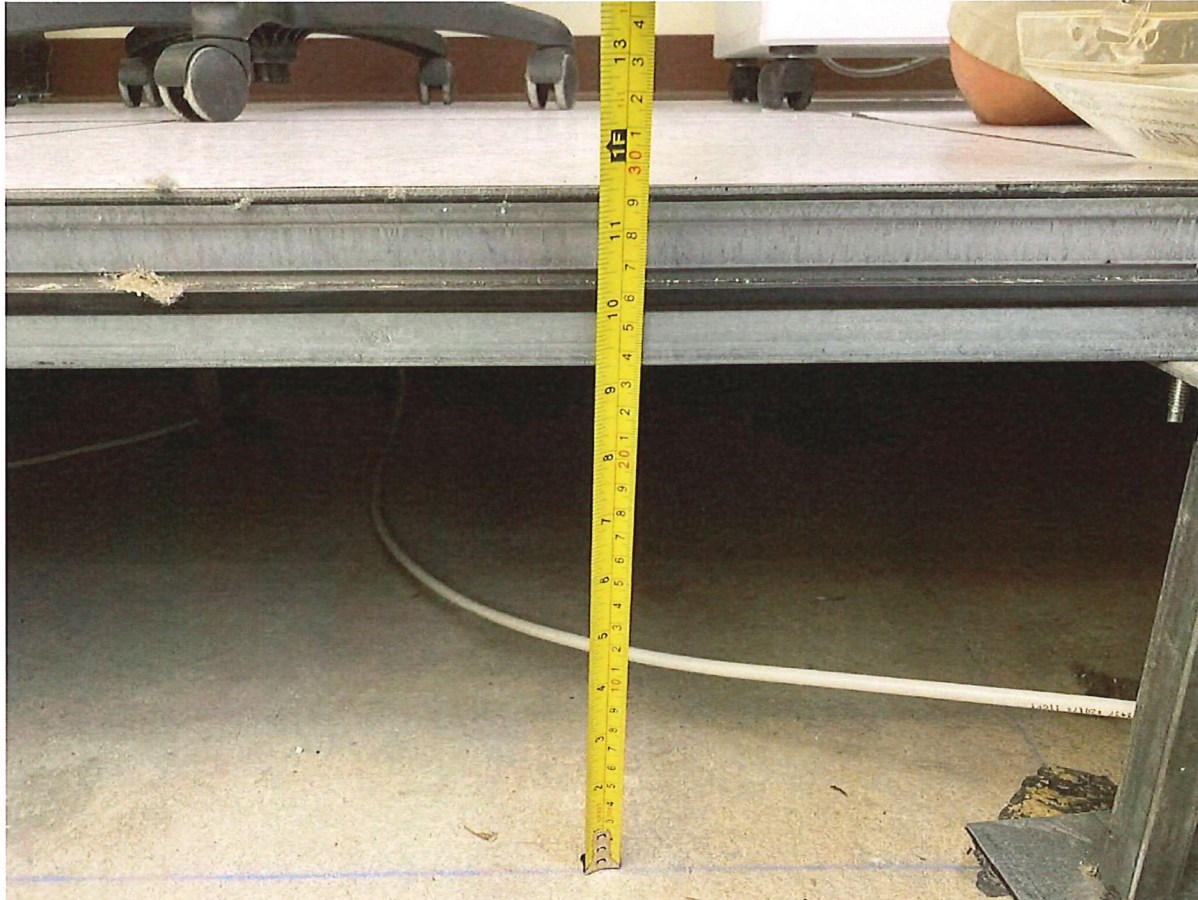
CITY, STATE & ZIP: Broomall, PA 19008

SUBMITTED BY: Chris Custale
Printed name of authorized submitter

TITLE: Project Consultant

SIGNATURE: _____

DATE: 6/27/2022



**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. VISUAL SOUND INC.		
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 ☐ 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. 485 PARK WAY	Requester's name and address (optional)	
6 City, state, and ZIP code BROOMALL, PA 19008		
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								
2	5		-	1	8	6	3	1 5 9

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Mark A. Procopio

Date ► **6/27/2022**

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.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/28/2021

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Atlantic Specialty Insurance Company	NAIC # 27154
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: W21695605 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:			711-01-32-15-0010	07/01/2021	07/01/2022	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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			711-01-32-15-0010	07/01/2021	07/01/2022	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 \$ 0			711-01-32-15-0010	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	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 ☒ Yes	N/A	406-04-79-14-0000	07/01/2021	07/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation Coverage: THE PROPRIETOR/ PARTNERS/EXECUTIVE ARE: INCLUDED

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate of Insurance	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

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**RFP No. #2122-02 Submittal Letter,
Bidder Profile and Scope of Work**



**RFP No.#2122-11 SCADA VIDEO WALL SYSTEM,
FURNITURE UPGRADE AND FLOORING UPGRADE**

PRESENTED TO: CITY OF JACKSONVILLE BEACH

PREPARED BY:

CHRIS CUSTODIO

SR. PROJECT CONSULTANT

215-651-1296

EMAIL: CCUSTODIO@VISUALSOUND.COM



Celebrating 54 Years in Business

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City of Jacksonville Beach
1460A Shetter Ave
Jacksonville Beach, FL 32250

Re: RFP No. 2122-11 SCADA Video Wall and Furniture Upgrade

Dear City of Jacksonville Beach,

Visual Sound, Inc is pleased to present our RFP submission for the installation for a SCADA Video Wall System, an Operator Console upgrade, and Flooring Upgrade at site location 1111 5th Ave South, Jacksonville Beach, FL 32250.

This submission is valid for 30 days.

Visual Sound, Inc., acknowledges and agrees to all requirements of the RFP as outlined in the City of Jacksonville Beach RFP No. 2122-11 document.

For over 54 years, Visual Sound has built its reputation on designing and building custom solutions for our customers. We are a financially strong, privately owned AV integration corporation with a proven history of success in the industry. We are known to faithfully fulfill our client's vision with highly advanced engineered systems that perform reliably and dynamically. We understand that this is a high-profile project requiring a team who can mobilize quickly, has an inventive understanding of complex systems, and can ensure attentive service.

Our understanding of your operations, attention to detail, and expertise sets us apart from anyone else in the industry. It goes without saying we are privileged to have City of Jacksonville Beach as one of our satisfied customers.

We would review this submission with City of Jacksonville Beach and answer any questions you may have at your earliest convenience. If you have any questions, please direct them to me at 215-651-1296 or ccustodio@visualsound.com.

Warm regards,

Chris Custodio

Chris Custodio
Sr. Project Consultant

Bidder Profile:



WBENC WBE# 2005123812
WBENC WOSB# WOSB202113
New Jersey WBE# A0141-93
Delaware WBE# DE19023109
Pennsylvania SB/WBE# 480172202103-SDB-W



The Source for Audio Visual Solutions!



FACT SHEET

Visual Sound, Inc.
Corporate Headquarters
485 Park Way, Broomall, PA 19008-4004
Phone: (610) 544-8700 | www.visualsound.com

Visual Sound History

The Camera Shop, Inc. (1954-1999) | Visual Sound, Inc. (1967-Present)

Since 1967 – Visual Sound has pioneered the audio visual technology marketplace, delivering collaborative technologies and custom solutions to customers located throughout the Mid-Atlantic and across the country. In the early years, they focused exclusively on supporting educators and institutes of higher learning; however, Visual Sound's business has grown to include clients throughout the corporate, government and healthcare sectors, as well as houses of worship. A true turnkey service provider, Visual Sound's business today encompasses integrated AV systems and command & control solutions / video walls, as well as live event production and staging services.

Principal Contacts

Karen Bogosian
President and CEO
Phone: (610) 690-1312
kbogosian@visualsound.com

Mark Procopio
Chief Financial Officer
Phone: (610) 690-1319
mprocopio@visualsound.com

Regional Locations

Mechanicsburg Office
4700 Westport Drive, Ste. 1500
Mechanicsburg, PA 17055
(717) 620-5400

Baltimore Office
1642 Sulphur Springs Road
Baltimore, MD 21227
(410) 242-4216

Philadelphia Office
3417 Spruce Street, Ste. 307
Philadelphia, PA 19104
(215) 573-8511

Cypress Office
5726 Corporate Avenue
Cypress, CA 90630
(562) 735-5100

Remote Satellite Offices: Bay Area, CA | Charleston, SC | Dallas, TX | Richmond, VA | San Diego, CA | Scottsdale, AZ

Visual Sound is a full-service audio visual solutions provider, specializing in the design and installation of integrated audio visual systems, command & control solutions and live event production. We deliver:

- AV Presentation
- Control Technology
- Room Management
- Video Conferencing
- AV over IP Technology
- Custom Sound Systems
- Interactive Technology
- Remote & Blended Learning
- STEM / VR / AR / 3D
- Mass Notification
- Collaborative Classrooms
- Esports
- Digital Signage / Wayfinding
- Video Walls
- Live/Virtual/Hybrid Events
- Staging / AV Rental
- AV Streaming
- Maintenance & Service

Premier Member - Ariba Supplier Network (for selling, transacting, and managing receivables)

Fed ID: #25-1863159
Dunn's: #013905278
D&B Rating: 1R2
CAGE Code: 0ASC4

AV System Installs: NAICS 541519 / SIC 7379
AV Sales: NAICS 423410 / SIC 5043
AV Rental: NAICS 532490&532310 / SIC 7359
AV Service & Repair: NAICS 811211 / SIC 7699

Federal, State & Local Contracts/Licenses

DE State Contract# GSS-15745-AV_EQPTCONF:
Audio Visual Equipment & AV Web Conferencing
MD MEEC Contract# TU-1901:
Audio Visual Hardware & Services
MD MDOIT Master Contract# 060B2490022-2015:
Hardware & Associated Equipment & Services
NJ Hunterdon County ESC Contract# HCESC-CAT-18-09:
Interactive Technology for Classrooms & Meeting Rooms
PA PEPPM Contract:
Authorized Reseller for Multiple Manufacturers

PA COSTARS Contract# COSTARS-034-023:
Furniture, Fixtures, Audio / Visual Equipment
PA ITQ Contract# 4400021056:
Conference & Event Planning, Rental Equipment & Personnel
PA State Contract# 4400020822:
Professional Broadcast & Audio Visual
PASSHE - Higher Education
GSA Federal Supply Contract# GS-03F-0125V:
Professional Audio Visual Equipment & Services
CA Contractors State License Board #1069531:
C-7 - Low Voltage Systems

Visual Sound's Scope of Work for Bid #2122-11

City of Jacksonville Beach

SCADA Video Wall, Furniture Upgrade & Flooring Upgrade

SCADA Video Wall Upgrade Portion:

Visual Sound's (VSI) Scope of work:

- A. Conference Room:
 - VSI will furnish and install a 65" Display, mount, and cabling
 - VSI will furnish and install a 7" touch screen which will provide control for that display and processing.
- B. Manager Office:
 - VSI will furnish and install a 65" Display, mount, and cabling
 - VSI will furnish and install a 7" touch screen which will provide control for that display and processing.
- C. Server Room:
 - VSI will furnish a Middle Atlantic 45 RU rack for all the equipment being provided for this project based on the bid package. **RU total is 34 used spaces + spacing between equipment.** (The Rack includes sides, doors, fan, and three power distribution units)
 - **Visual Sound will not be providing a rack with wheels. With the weight of the equipment and the power required and the grounding requirements for the Barco displays, wheels are not going to work.**
- D. Control Room:
 - VSI will furnish and install a 4x2 matrix of Barco's UniSee LCD based on the Bid package specification.
 - VSI will furnish, mount and cable manage two (2) 65" Displays flanking the main video wall.
 - VSI will furnish and install a Barco Processor based on the Bid package specification.
 - VSI will furnish and install a 7" touch screen which will provide control for video wall system. One at each of the 3 operator stations.
 - VSI will furnish and install an audio system at each of the three (3) operator stations based on the bid specification.
 - VSI will train the end user how to use the entire AV System.

Furniture Upgrade Portion:

Visual Sound's (VSI) Scope of work:

- VSI will remove and transport the existing consoles to a warehouse one (1) mile away. The consoles will not be set back up.
- VSI will furnish and install a Winsted Console Solution based on the specification in the Bid Package
- VSI will mount and cable manage a qty of 24 customer furnished monitors on the new consoles. (End User will be responsible for plugging into the PC and configuring the settings for the monitors)

Flooring Upgrade Portion:

Visual Sound's (VSI) Scope of work:

- VSI is subcontracting the flooring portion to a Tate Flooring Specialist.
- VSI sub contractor will remove and dispose of the current flooring system.
- VSI sub contractor will furnish and install the Tate Flooring Solution based on the specification in the Bid Package
- The maximum warranty offered from the flooring vendor is three (3) years. This is included in the base bid of our proposal. The flooring will not be included in the optional pricing for years four (4) or five (5).

Service and Warranty:

Visual Sound's (VSI) Scope of work:

- Based on the Bid package specification, VSI will provide the following three (3) year initial Service and Warranty
 - 90-day full on-site installation warranty
 - Remote helpdesk support with 24/7/365 coverage including online help portal.
 - Annual Preventative maintenance inspection (total of 3)
 - Remote Technical Support with 24/7/365 coverage from day of final acceptance.
 - Purchase of Barco UniSee Hardware Essential Care 3 Year Warranty
 - Purchase of Barco TFN Hardware Essential Care 3 Year Warranty
 - Purchase of Barco TFN Software Essential Care 3 Year plan
- **Optional Extended year 4 and 5 service and warranties are provided in the bid price sheet. Additionally, the optional year's four and five also include Barco's Essential Care for both hardware and software.**

End User Responsibilities

1. Designating a key customer representative to act as a point of contact. This individual will coordinate the activities of internal customer departments and services required for successful completion of the project.
2. Temporary storage area for AV equipment and installation material (equipment, cables, connectors, etc.).
3. Designated trash container(s) for disposal of all packing material, surplus installation materials, and other decommissioned material.
4. All permits and passes required for Visual Sound personnel.
5. Assuming City of Jacksonville Beach has UPS power in server room and control room.
6. Provide required power to the video wall.
7. Provide enough room in the server room for the new AV rack.
8. Providing customer-furnished equipment as per Visual Sound requirements for its integration.
9. Provide a list of site standards such as color schemes used to designate cables. *(if required by customer)*
10. Provide a method of approval for any drawings or design. Visual Sound does not recommend proceeding to the next phase of the design process until approvals are granted and acknowledged. *(Typical process is: Drawings will be emailed to customer and all pages must be signed, dated, scanned and emailed to the Visual Sound Project Manager)*

Related Notes

1. This proposal assumes the use of non-union labor on site.
2. This proposal assumes non-prevailing wage labor on site.
3. The installation schedule is based upon uninterrupted and consecutive daily installation during normal business hours.
4. Visual Sound will assign a Project Manager as a single point of contact during the life of this project.
5. Any delay or interruption in providing access to Visual Sound personnel to the AV installation areas may impact the scheduled completion date and/or incur additional charges.
6. Should additional work be required that by its nature could not have been known or determined at the time this SOW was created, a written change order describing the additional work and any related expenses will be required.
7. All input sources are within 50' of the video wall processor.
8. Visual Sound is assuming that all work will be completed during normal business hours and that that the room preferably be un-occupied.
9. **Manufacturer equipment shortages and delays are ever changing, and project management will provide scheduling updates as they are available.**

Terms and Conditions

Pricing quoted in this proposal shall remain valid for thirty (30) calendar days. After this time, Visual Sound reserves the right to amend its proposal price to reflect any increased equipment prices or changes required by new regulations.

1. **PRICING VALIDITY:** Due to our Manufacturer's and Vendor's pricing policies, Visual Sound reserves the right to amend its proposal price to reflect any increased equipment prices or changes. Visual Sound will notify you of these changes prior to processing your order
2. Any change orders provided to City of Jacksonville Beach for services not detailed in this proposal will be written and provided for approval prior to work performed.
3. Visual Sound payment terms are as follows:
 - a. 50% deposit due with signed contract; NET 15
 - b. 40% due upon delivery of equipment to customer site; NET 30
 - c. 10% due at final system acceptance; NET 30
4. This Proposal and Statement of Work shall be accepted upon Buyer's delivery of a Purchase Order and/or a signed, unrevised Statement of Work. Terms and conditions of sale as described in this proposal supersede all prior quotations, purchase orders and other prior communications between Buyer and Seller. Any change order to the proposal shall not be effective unless signed by both Buyer and Seller.
5. In the event of a conflict or variance between the terms and conditions herein and Buyer's Purchase Order, the terms and conditions herein shall prevail.
6. **CANCELLATION:** Customer is subject to cancellation fees once this proposal has been fully executed and/or Visual Sound is in receipt of a Purchase Order. Please notify Visual Sound immediately if cancellation and or returns are necessary. Product order that is cancelled is subject to a minimum 15% restocking fee. Should the manufacturer charge more or not accept the product for return, then the customer will be charged additionally or in full. If a cancellation of a System installation occurs, then any labor and materials charges that have been incurred, will be invoiced to the customer. Design and consulting fees will be charged to the customer. Postponement of jobs by the customer is subject to storage and finance charges, should the materials have been ordered. General and Administrative fees may be charged to the customer as well.
7. **COLLECTIONS:** Client agrees to pay any and all attorney's fees, collection fees, and expenses incurred to collect unpaid balances.
8. **ESTIMATED DELIVERY:** 12 - 16 weeks lead time is expected from receipt of approved submittal drawings.
9. **FREIGHT:** All freight charges are included in this proposal.
10. **TAXES:** Visual Sound is authorized and obligated to collect sales tax and shall do so unless the Customer furnishes a valid tax exemption certificate or notifies us of their intention to direct pay.
11. **TITLE:** Title to the goods shall pass to Buyer only when Buyer has made full payment. Until title passes on receipt by Seller of full payment, Buyer shall have the right of repossession in the event of Buyer's default of its payment obligations under this Proposal or should Buyer become insolvent or file for bankruptcy. Buyer or his agent shall have the right to enter onto Seller's premises to repossess the goods. Buyer shall mark or otherwise segregate the goods from other goods. While Buyer has custody of the goods, Buyer shall be responsible for risk of loss and casualty insurance for the replacement value of the goods.
12. **DISPUTES:** Any and all disputes arising out of this transaction shall be governed by the laws of Pennsylvania irrespective of the location of the services to be provided or goods delivered. All questions regarding the validity or interpretation of these sales documents and any dispute, controversy or claim of any nature arising from this transaction shall be subject to the exclusive jurisdiction of the Courts of Common Pleas of Delaware County, Pennsylvania and the parties consent to the jurisdiction of that court.

Acknowledgement and Approval

Base Bid	
SCADA Video Wall, Furniture and Flooring Upgrade	\$ 513,512.55 (Taxes Included) (Numerals)
4 th Year extended OEM warranty	\$ 8,344.00 (Numerals)
5 th Year extended OEM warranty	\$ 8,776.00 (Numerals)
Extended OEM software support	\$ 26,912.00 (Numerals)
Integrator's service and maintenance	\$ 24,000.00 (Numerals)
\$581,544.55 (Total)	
Five Hundred & Eighty-One Thousand, Five Hundred & Forty-Four Dollars & Fifty-Five Cent (Written)	

By signing below, I acknowledge and confirm that I have read and approve the proposal as described. As above, I understand should additional work be required above and beyond the contracted amount of **\$581,544.55** that could not have been known or determined at the time this proposal was executed, a written change order describing the additional work and any related expenses will be required.

This Statement of Work must be signed and returned to Visual Sound before the work can begin. Please return signed agreement along with your purchase order via email to Chris Custodio at ccustodio@visualsound.com or fax to 717-620-5401.

Customer Name

Customer Signature

Title

Date

Christopher J Custodio

Visual Sound Representative

Signature

Project Consultant – C&C

Title

07/6/2022

Date



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

VISUAL SOUND INC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: December 21, 2013
Expiration Date: December 21, 2022
WBENC National Certification Number: 2005123812

WBENC National WBE Certification was processed and validated by Women's
Business Enterprise Center - East, a WBENC Regional Partner Organization.

Authorized by Elizabeth M. Walsh, President
Women's Business Enterprise Center - East

WBENCEAST
WOMEN'S BUSINESS ENTERPRISE CENTER

JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541519, 238210, 423410, 423430, 423690, 532310, 532490, 811211
UNSPSC: 39112403, 43221506, 43223207, 43233502, 44101501, 44111911, 45000000, 45110000, 45111602, 45111603, 45111604, 45111605, 45111607, 45111608,
45111609, 45111614, 45111615, 45111616, 45111902, 45121505, 45121506, 45121601, 45121602, 45121603, 46171610, 46171611, 46171612, 52161500, 52161542,
52161600, 80161507, 81141504, 82131603, 86141702





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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	07/25/2022
SUBJECT:	Piggyback Agreement with GrayMatter for an Operational Technology (OT) Cyber Risk Assessment

BACKGROUND

The North American Electric Reliability Corporation (NERC) Standard CIP-002-5.1 states that Beaches Energy Services is required to perform a "Critical Cyber Asset Identification" every 15 months. GrayMatter will conduct this assessment as well as a cyber risk, resiliency and vulnerability assessment for one site's network covering Beaches Energy Services' Operational Technology (OT) design and architecture, which includes verification and a valid NERC Critical Infrastructure Protection (CIP) Internet Connection Sharing (ICS) Cyber security standardization of network traffic and analysis to identify any cybersecurity vulnerabilities related to network design, configuration, and interconnectivity to internal and external systems. This includes six months post-assessment remediation support. The previously awarded piggyback agreement from Indian River County, FL is attached with the quote from the contractor.

FINANCIAL IMPACT

The total cost is \$29,319: \$26,654 for the deliverable, and a 10% contingency of \$2,665. Funding is available in the Electric Utility fund operating reserves. The funds will be spent from the following account: 410-12-1239-531-31-531000, and the budget will be amended as part of the year-end budget adjustment.

REQUESTED ACTION

Approve/Disapprove a Piggyback Agreement with GrayMatter for an Operational Technology (OT) Cyber Risk Assessment in an amount not to exceed \$29,319.00

ATTACHMENTS

1. Indian River County Agreement with Graymatter Systems, LLC
2. Graymatter Proposal for OT Cyber Assessment

Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Graymatter Systems, LLC (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Task 1. Project Schedule
- Task 2. Document the Existing Network
- Task 3. Develop the Functional and Non-Functional System Requirements Document
- Task 4. Develop a Preliminary Network Design
- Task 5. Develop a Preliminary Computing Design
- Task 6. Develop a System Hardening Plan
- Task 7. Develop a Preliminary Network and System Monitoring Design
- Task 8. Preliminary Design Review (PDR)
- Task 9. Final Design Review (FDR)

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Industrial Control System Network Design
RFP Number: 2022014
Project Address: 1800 27th Street, Vero Beach, FL, 32960

ARTICLE 3 - CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

3.02 *Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment on or before the 120th day after the date when the Contract Times commence to run.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay SUPPLIER for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work, at the prices stated in SUPPLIER's Price Proposal, attached hereto as Exhibit 1.
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$60,448.00

Written Amount: Sixty-thousand, four hundred forty-eight dollars and zero cents.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Progress Payments.

- A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by County staff in accordance with the mutually agreed to schedule milestones and the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

5.02 Pay Requests.

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines. 5.01

ARTICLE 6 - INDEMNIFICATION

6.01 SUPPLIER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SUPPLIER and persons employed or utilized by the SUPPLIER in the performance of the Work.

ARTICLE 7 - SUPPLIER'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement SUPPLIER makes the following representations:

- A. SUPPLIER has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal documents.
- B. SUPPLIER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. SUPPLIER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. SUPPLIER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by SUPPLIER, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by SUPPLIER, and safety precautions and programs incident thereto.
- E. SUPPLIER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. SUPPLIER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. SUPPLIER has correlated the information known to SUPPLIER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. SUPPLIER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that SUPPLIER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. SUPPLIER is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. SUPPLIER is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Certificate(s) of Liability Insurance;
- (4) Request for Proposals 2022014;
- (5) Addendum No. 1.;
- (6) SUPPLIER'S submitted proposal;
- (7) Firm Information Form;
- (9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (11) Certification Regarding Lobbying;
- (12) Certificate of Debarment;
- (13) Supplier's Executed Indian River County Non-Disclosure Agreement, attached hereto as Exhibit 2;
- (14) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and SUPPLIER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and SUPPLIER, who agree that the Contract Documents shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The SUPPLIER shall comply with Florida's Public Records Law. Specifically, the SUPPLIER shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUPPLIER does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the SUPPLIER or keep and maintain public records required by the County to perform the service. If the SUPPLIER transfers all public records to the County upon completion of the contract, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the contract, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- B. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@ircgov.com

**Indian River County Office of the County Attorney
1801 27th Street**

Vero Beach, FL 32960

- C. Failure of the SUPPLIER to comply with these requirements shall be a material breach of this Agreement.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by SUPPLIER and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
- (1) if in the OWNER's opinion SUPPLIER is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if SUPPLIER neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the OWNER's opinion SUPPLIER's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if SUPPLIER assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if SUPPLIER abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for SUPPLIER or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify SUPPLIER in writing of the grounds for termination and provide SUPPLIER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the SUPPLIER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying SUPPLIER in writing. Upon receiving such notification, SUPPLIER shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize SUPPLIER to restore any work sites.
- D. The SUPPLIER shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate SUPPLIER's services and work for OWNER's convenience. Upon receipt of notice of such termination SUPPLIER shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination SUPPLIER shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,

(2) such other costs actually incurred by SUPPLIER as are permitted by the prime contract and approved by the OWNER.
SUPPLIER shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if SUPPLIER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if SUPPLIER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER or on their behalf.

This Agreement will be effective on January 11, 2022 (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY

By: Peter D. O'Bryan
Peter D. O'Bryan, Chairman

By: Jason E. Brown
Jason E. Brown, County Administrator



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Dylan Reingold
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: Phonda W. Zirkle
Deputy Clerk
(SEAL)

Designated Representative:

Name: Dan Russell

Title: Director, Information Technology

Address: 1801 27th Street, Vero Beach, FL 32960

Phone: 772-226-1698

Email: drussell@ircgov.com

SUPPLIER:

Gray Matter Systems LLC

By: Mandy Wrey, COO
Graymatter Systems, LLC

(CORPORATE SEAL)

Attest: [Signature]

Designated Representative:

Name: Mandy Wrey

Title: COO

Address: 100 Global View Drive, Suite 200
Warrendale PA 15086

Phone: 412-741-2410

Email: contracts@graymatter-systems.com

(If SUPPLIER is a corporation or a partnership, attach evidence of authority to sign.)

Exhibit 1 – Proposal Pricing Form



g. Cost Proposal

"g. Cost proposal, including breakout for each Phase and/or Task"

2022014 ICS Network Design

PROPOSAL PRICING – RFP 2022014 for ICS Network Design

Proposer submits the following prices for the work described in this solicitation:

Task	Proposed Hours	Proposed Total Cost
1. Project Schedule	16	\$ 4,620
2. Document the Existing Network	32	\$ 11,164
3. Develop the Functional and Non-Functional System Requirements Document	24	\$ 6,861
4. Develop a Preliminary Network Design	40	\$ 11,341
5. Develop a Preliminary Computing Design	24	\$ 6,861
6. Develop a System Hardening Plan	32	\$ 9,101
7. Develop a Preliminary Network and System Monitoring Design	16	\$ 4,620
8. Preliminary Design Review (PDR)	12	\$ 3,500
9. Final Design Review (FDR)	8	\$ 2,380

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Gray Matter Systems, LLC

Name of Firm

Authorized Signature

Mandy Grey, COO

Title

Date Signed

10/27/21

100 Global View Drive, Suite 200,

Address

Warrendale, PA 15086-7612

City, State, Zip Code

(412) 741-2410

Phone

contracts@graymattersystems.com

E-mail

Exhibit 2 - Indian River County Non-Disclosure Agreement

Appendix A

INDIAN RIVER COUNTY NON-DISCLOSURE ACKNOWLEDGEMENT

The undersigned hereby acknowledges that pursuant to section 119.071(3), Florida Statutes, security system plans, which include records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; threat assessments conducted by Indian River County or any private entity; threat response plans; emergency evacuation plans; sheltering arrangements; or manuals for security personnel, emergency equipment, or security training are confidential and exempt from Florida's Public Records Law. Additionally, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Indian River County are also confidential and exempt from Florida's Public Records Law.

Therefore, as provided under State law, the undersigned acknowledges and agrees not to use any such information described above for any reason other than as expressly authorized in writing by Indian River County. The undersigned further acknowledges that such information will not be disclosed or made available, directly or indirectly, to any other person or entity without Indian River County's express written consent, except as such disclosure may be required by Florida law. In the event such disclosure is required by Florida law, the undersigned acknowledges and agrees to provide Indian River County with adequate notice in order to allow Indian River County to seek a protective order to preserve the secrecy of such information.

Undersigned hereby declares that the terms of this Non-Disclosure Acknowledgement have been completely read and are fully understood including the right to retain counsel to review this Non-Disclosure Acknowledgement. The undersigned knowingly and voluntarily accepts and agrees to abide by the terms of this Non-Disclosure Acknowledgement.

In witness whereof, undersigned hereto sets my hand(s) and seal(s):

Mandy Wrey
(Printed Name)

[Signature]
(Signature)

10/12/2021
Date

COO
(Title)

Gray Matter Systems, LLC
(Company Name)

WITNESS:

PATRICK LISTER
(Printed Name)

[Signature]
(Signature)

10/12/2021
Date

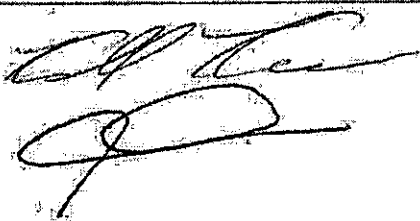
Please send documents to: cspain@graymattersystems.com
email

Phone number of contact: 804.687.2510

The following individual(s) will be authorized access to the information provided by Indian River County and agree to protect that information in accordance with the terms of this agreement:

Aaron Cromer, Anand Dixit, Cindy Spain, Deston Day, Inderdeep Huja, Kemell Kassim,

James Gillespie, Jim Terrell, Lee Ann Duda-Cimperman, and Mandy Urey



Kemell Kassim

Aaron Cromer

**WRITTEN CONSENT
OF THE
SOLE MEMBER
OF EACH OF
GRAY MATTER SYSTEMS, LLC
AND
GRAY MATTER SYSTEMS CANADA, LLC,**

August 14, 2018

The undersigned, being the sole member (the "Sole Member") of each of Gray Matter Systems, LLC, a Delaware limited liability company ("GMS"), and Gray Matter Systems Canada, LLC, a Delaware limited liability company ("GMS Canada") and together with GMS, the "Companies" and each, a "Company", acting pursuant to the Delaware Limited Liability Company Act and the respective Operating Agreements of the Companies, do hereby consent to the adoption of the following resolutions.

WHEREAS, pursuant to (i) Section 5.01(b) of the Operating Agreement of GMS, dated as of November 16, 2017, and (ii) Section 5.01(b) of the Operating Agreement of GMS Canada, dated as of November 16, 2017, the Sole Member may appoint officers and agents of the Companies to which the Sole Member may delegate whatever duties, responsibilities and authority the Sole Member may desire; and

WHEREAS, the Sole Member desires to delegate to Mandy Urey, an employee of GMS (the "Agent"), the authority to execute certain customer and/or vendor contracts on behalf of the Companies.

NOW, THEREFORE, BE IT:

RESOLVED, that the Agent be, and hereby is, granted the authority to execute, on behalf of the Companies but subject to the oversight and direction of the executive officers of the Company, contracts and other documents with respect to customers and/or vendors, including by way of example, customer or service agreements, supply or vendor agreements, non-disclosure agreements, IRS Form W-9's and documents prepared and/or submitted by a Company in connection with bids for customer accounts.

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized, directed and empowered to take all such further actions and to execute and deliver all such further agreements, instruments, consents, assignments, confirmations, powers of attorney, allonges, assumptions, affidavits, endorsements, certificates and other documents (collectively, the "Additional Documents"), to make such book entries, and/or to perform any and all further

acts and deeds, in the name and on behalf of the Companies and under their seal or otherwise, and to pay all such expenses and taxes, as in the determination of such Authorized Person or Authorized Persons shall be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted hereby and to consummate the transactions contemplated thereby (and all of the agreements and documents related thereto) (such determination to be evidenced conclusively by the taking of such actions, the execution of such Additional Documents and the payment of such expenses, as the case may be) and that all such actions heretofore taken by any Authorized Person be, and they hereby are, ratified; and be it further

RESOLVED, that as used in the foregoing resolutions the term "Authorized Persons" shall mean the Sole Member and any officer of the Companies; and be it further

RESOLVED, that all acts and deeds heretofore or hereafter done and any action taken by any Authorized Person in carrying out the terms and intentions of the foregoing resolutions or otherwise within the terms of the foregoing resolutions, be, and hereby are, ratified, approved and confirmed in all respects as the acts and deeds of the Companies.

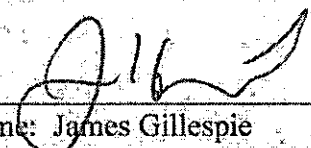
[Remainder of page intentionally left blank. Signature page follows.]

**[Signature Page to Written Consent of the Sole Member of Gray Matter Systems, LLC and
Gray Matter Systems Canada, LLC (August 2018)]**

IN WITNESS WHEREOF, the undersigned has executed this Consent (which may be submitted by, among other methods, telecopy or e-mail) on the date first written above.

SOLE MEMBER:

GRAY MATTER SYSTEMS INTERCO, LLC

By: 

Name: James Gillespie

Title: Chief Executive Officer



GRAYMATTER

Proposal for OT Cyber Assessment



BEACHES ENERGY
SERVICES

June 14, 2022

Cyber Assessment

Request for Proposal: OT Cyber Risk Assessment

GrayMatter Opportunity: 256572

GrayMatter is pleased to respond to your Request for Proposal with the following.

At GrayMatter, our goal is to transform operations and empower people. As digital transformations in every industry are underway, we help some of the biggest companies in the world harness data and use it to work smarter. They lean on us to protect and connect their critical assets with their people so every operator is empowered to be the best operator.



CONSULTING

We're a services-first company that starts with your problem and works backwards to help you fix it.



IMPLEMENTATION

We help your people and your industrial assets become smarter and more visible.



TECHNOLOGY CURATION

We focus on co-innovation and curating the best process and technology to drive industrial, digital transformations.

We provide specialized domain knowledge in food & beverage, steel, manufacturing, water, wastewater, energy, and mobile workforce and OEM applications. We work with leading food and beverage companies like T. Marzetti and manufacturers including Procter and Gamble and PPG Industries. We co-innovate with progressive water utilities like the City of Cincinnati and disruptive energy companies like CNX.

Thank you for your confidence in GrayMatter. We look forward to working with you in the near future. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

BRIAN BAIRD

GrayMatter

OBJECTIVE	Conduct a cyber risk, resiliency and vulnerability assessment for one site's network covering Beaches Energy Services' Operational Technology design and architecture, which includes verification and validation of network traffic and analysis to identify cybersecurity vulnerabilities related to network design, configuration, and interconnectivity to internal and external systems. This includes six (6) months post assessment remediation support.
GRAYMATTER DELIVERABLES	GrayMatter will supply one (1) resource for professional services and consulting in support of a cyber security and OT vulnerability assessment covering one customer network and following the NERC CIP ICS Cyber security standard. The assessment is proposed in the following phases: ● Phase 1 – Project Initiation, including: ▪ Internal planning and staffing ▪ Remote teleconference customer kickoff focused on: ▪ Project team introductions ▪ Scope review ▪ Scheduling and logistic coordination (e.g., site access requirements, network access requirements) ▪ Identification of necessary documentation and site support ▪ Identifying key stakeholders, including personnel who may be required for on-site support ▪ Identification of documentation to be provided for pre-work system review (e.g., network topology, device inventory, etc.) ○ Phase 2 –On-Site Discovery, including: ▪ Collecting and documenting relevant site information via site walkthrough. The focus of the site walkthrough may include, as applicable, a review of wiring, installed assets (e.g., network cabinets, control cabinets, operator workstations), and asset configurations. Interviews with site personnel may be required to sufficiently assess customer assets, and therefore, it is requested that the such personnel are available during the walkthrough. ▪ Collection of local packet captures ▪ Review and assessment of infrastructure (e.g., network diagrams, control diagrams, asset list, core network packet captures) ▪ Review and assessment of policies and procedures ▪ Review of applicable CSET Questionnaire questions and component architecture based on NERC CIP standard

- Up to four (4) days of on-site Discovery is allotted. If information obtained during the Discovery phase indicates system issues requiring additional investigation to sufficiently assess and provide remediation recommendations, GrayMatter will identify such issues to the customer and provide options and recommendations for addressing such issues. A mutually agreeable determination may be made to extend and/or perform additional on-site portions of the assessment via the change management process.
 - The on-site phase scope is limited only to data collection and assessment. No remediation of issues identified during the on-site phase is included in the proposed scope.
 - Assumes round-trip travel for a single site visit. Plants networks are expected to be in local proximity to each other. Expenses billed separately.
- Phase 3 – Assessment, including:
 - A comprehensive review will be performed based on information gathered during the Discovery phase. After reviewing, follow-up may be needed to address any items that could not be addressed at site, and an assessment will be formulated as to any constraints/problem statements or assumptions for moving forward.
 - The assessment may include, as applicable:
 - Reviewing network topology and asset discovery data
 - Identification of unpatched and vulnerable assets
 - Identification of unusual or anomalous communication behaviors
 - Ranking vulnerability and configuration risk by criticality
 - After reviewing the applicable data, GrayMatter will develop a risk, resiliency and vulnerability report for presentation to the customer. Reporting will be supplied in electronic format per GrayMatter standard, with one document deliverable covering all assessed customer sites.
 - Deliverables included in final report consist of:
 - Summary results of the applicable above-listed review areas
 - Remediation recommendations
 - CSET questionnaire results
 - Phase 4 – Review:
 - Presentation of assessment results via customer teleconference
 - Delivery of assessment report document to customer

June 14, 2022

- Once results are presented and recommendations are approved by the customer, an estimate of effort and cost associated with each item identified as a remediation recommendation may be provided upon request.
- An addendum or additional PO will be required to execute the selected recommendations.
- Phase 5 – Remediation
 - Confirm Identified Remediation efforts
 - Align with site and corporate goals, policies, and guidelines
 - All Hours Expire six (6) months post delivery of assessment report

Project Management

After receipt of order, GrayMatter will assign a dedicated Project Manager to the project. The GrayMatter Project Manager acts as the customer's single point of contact through the duration of the project, ensuring that our team is meeting the customer's expectations for exceptional service and technical expertise.

Once assigned, the Project Manager will work collaboratively with the customer and project team to understand the customer's expectations and requirements, both from a technical perspective and also regarding any key critical success factors related to the project (e.g., schedule, business goals, etc.).

During the project execution phase, you can expect the Project Manager to provide:

- Continual alignment of customer expectations through frequent, open communication
- Early detection and open communication regarding risks, issues, and roadblocks
- A clear project plan illustrating work schedules and milestones, allowing smooth delivery and integration of project results with ongoing business execution
- Regular updates on the overall commercial status of the project, including a summary of hours work, budget remaining, and planned invoicing

Documentation

Risk, resiliency and vulnerability report in electronic format per GrayMatter standards

INVESTMENT

All work shall be performed on a *Fixed Bid* basis. See Definitions section below for additional detail on work agreement.

Description	Qty.	Price	Total
OT Assessment: Small (Less than 100 IP Addresses on OT Network)	1	\$24,993.00	\$24,993.00
Expense Budget (billed actual plus 10%)	1	\$1,661.00	\$1,661.00
TOTAL			\$26,654.00
Optional: Professional Services – OT Cyber Remediation	100	\$250.00	\$25,000.00

The prices contained in this Proposal and Statement of Work shall be valid for **ninety (90) days** from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. Hardware and software quotes related to this services proposal may have individual expiration dates that will supersede the 90-day proposal expiration.

SCHEDULE

The GrayMatter Project Manager will begin developing a project timeline during the initial planning phase of the project. This project schedule will be discussed and agreed upon as part of the project kickoff process. The project plan developed by GrayMatter is provided for planning purposes only, and is subject to change based on new factors that arise during the course of the project. The following factors can affect the timeline and/or cost of the implementation:

- Customer's ability to complete project responsibilities within requested timeline
- Availability of customer dedicated resources
- Deviation or requests for functionality outside the scope of this SOW

Project work schedules are dependent upon the nature of the project and the availability of resources with the required skillset(s). Resources cannot be reserved prior to receipt of a customer purchase order. Standard lead time of 4-6 weeks, after both (1) receipt of PO and (2) scheduled resource call has occurred with requested date of service, to begin active work. Faster start time (2-4 Weeks) or emergency start (Immediate to 2 weeks) may be available for an extra cost. Some earlier start times may be resource dependent and also require increased travel costs. GrayMatter will make every effort to provide services in a timely manner in order to meet the customer's schedule requirements.

For on-site work of any duration and/or for planned work tasks (remote or on-site) of at least five (5) days that are defined in a mutually agreeable project plan, a minimum of **72-working hours notice** is required for rescheduling the planned work. Seller reserves the right to bill a reasonable and fair amount, as incremental cost, up to ½ project hours, not to exceed 24 working hours and expenses, as applicable, if notice of the requested scheduling change is not received prior to the advance notice window.

STANDARD RATE SCHEDULE

Standard business hours are Monday thru Friday 8:00AM – 5:00PM:

Normal Non-Business Hour Rates are 1.5x (time outside standard business hours, time in excess of eight (8) hours during standard working days, and work on Saturday)

Premium Rates are 2x for Premium Overtime (GrayMatter scheduled holidays and Sunday) and Emergency Service within 24 hours (subject to resource availability).

Local Travel is defined as travel within a 50 mile radius of the resource's location. Travel time and expenses for work outside of this radius will be billed at the applicable rate (or charged against the allotted support hours), with expenses billed at cost plus 10%.

INVOICING

Work shall be invoiced monthly based on the following milestones:

- Milestone 1: 50% of Professional Services line item upon receipt of order
- Milestone 2: 50% of Professional Services line item upon delivery of assessment report
- Optional Services: Will be invoiced monthly based on actual work performed for the billing period.

Terms are Net 30 days upon receipt of invoice from GrayMatter for customers who have an approved credit request.

There will be a surcharge of 3% for accepting credit cards as a form of payment. All first time customers are required to fill out a credit request, and GMS will require that all first orders will need to be processed with a credit card while credit department determines the credit amount and terms for future orders.



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ORDER
PLACEMENT

Orders for ***GrayMatter Professional Services*** should be made out to:

Gray Matter Systems, LLC
Attention: Order Entry
100 Global View Drive Suite 200
Warrendale, PA 15086
FAX 412.202.5053

Please list all Proposal Numbers on Orders. Thank you!

THANK YOU.

GrayMatter

100 Global View Drive
Suite 200
Warrendale, PA 15086

1-877-741-2410

graymattersystems.com



GRAYMATTER



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DEFINITIONS

“Time and Materials” Basis:

The Professional Services and materials described in this proposal may be bid on a *Time and Materials (T&M)* basis, in accordance with hourly rates set forth in the Investment section. The labor hours provided are the estimated hours that it will take to complete the defined scope. This estimate represents GrayMatter’s best evaluation of the effort required based upon discussions to date, and only considers those Services in scope of this proposal. This estimation gives the Customer an indication of the effort required; however, the Customer will be invoiced for the actual number of hours of effort required, which may be more or less than estimated. It is recommended that Customer plan on 10%-15% contingency budget. All hours directed to the project are considered billable work, including but not limited to: direct engineering and development, troubleshooting, research, meeting support, travel, issue resolution, and project management. Only hours consumed in the delivery of the services described above will be invoiced.

What happens if hours required to complete the scope exceed estimate?

- All labor hours incurred in relation to the stated work scope will be invoiced to the Customer
- GrayMatter will provide status of hours expended against estimates. When 80% of hours are expended, an evaluation will be conducted to determine if additional effort beyond original estimate will be required. If additional hours are needed, a mutual discussion will ensue with a Change Order developed as needed.

What happens if hours expended are less than the estimate?

- Only hours needed to complete the scope will be invoiced to the Customer
- Any hours below the estimate that are not expended will not be invoiced

Travel and On-site Fees for T&M Basis:

Stated Investment total does not include travel costs, such as billable travel hours, airfare, transportation, hotel, meals, and other travel related costs and none are included in the scope of this proposal. For budgetary and/or PO guidance purposes it is suggested that travel labor and expenses of 5-10% be planned and budgeted.

“Fixed Bid” basis:

The Professional Services and materials described in this proposal may be bid on a *Fixed Bid* basis, in accordance with breakdown provided in the Investment section. GrayMatter commits to deliver the stated scope for the fixed amount in the Investment section. This fixed amount includes all labor, materials, and associated travel costs to deliver the stated scope of work. Any work or deliverable that is not explicitly listed herein should be considered out-of-scope, subject to additional cost as emergent work. Contingency is included within the stated Investment to cover risks within the execution.

What happens if hours required to complete the scope exceed estimate?

- No additional costs of work beyond the fixed bid amount to execute the agreed scope will be invoiced to the Customer, provided these hours are not in support of emergent work not explicitly covered by the stated scope.
- If additional labor hours are required due to a change in work scope or circumstances caused by the Customer, then a mutual discussion between GrayMatter and the Customer will ensue, with a Change Order developed as needed.

What happens if hours expended are less than the estimate?

- Due to fixed bid nature of the proposal, the full amount of the fixed bid price will be invoiced to the Customer

Please note that under a Fixed Bid agreement, GrayMatter will not provide a detailed summary of actual hours worked by any resource to deliver the stated scope of supply.

Throughout the project, new information may surface that may necessitate a change in business requirements and/or a change in the technical environment. These changes may result in a change in project scope and therefore impact the estimated level of effort, project timeline, or solution features. Any such, changes will require a Change Order, which either GrayMatter or a Customer team member will complete.

**TERMS AND
CONDITIONS
(Emergent
Work)**

A completed Change Order form includes the requested change, the impact on the current agreement, and the estimated resources, time, and fees to implement the Change Order. GrayMatter will submit the completed Change Order Form to Customer for review and approval. Upon receipt of written approval, the GrayMatter team will begin work on the requested change according to the agreed-upon schedule.

When would a change order be issued:

- *Time and Materials:* A change order will be issued when the effort to complete defined scope may/will exceed original estimated hours. A change order may also be issued when additional scope is requested or required by either GrayMatter or the Customer.
- *Fixed Bid:* A change order will be issued when a change of scope is requested or a Customer related delay or issue impacts GrayMatter's completion of work.

TERMS AND CONDITIONS (Assumptions & Clarifications)

- Unless explicitly stated in the above deliverables, no installation of hardware or any other physical material (e.g., wiring, network switches, servers, operator workstations) is being provided as part of this proposal.
- All hardware required for system operation should be installed and configured to the maximum extent possible prior to GrayMatter commencing work. It is assumed that all hardware will be fully ready for software installation before GrayMatter's arrival at site.
- All customer equipment and/or software content and functionality is assumed to be functioning correctly and in accordance with OEM guidelines and recommendations. Unless otherwise explicitly stated, troubleshooting and/or correcting malfunctioning existing software is outside the scope of this proposal, and will be treated as emergent work.
- Unless otherwise stated, no formal training is provided as part of this proposal. If requested by the customer, GrayMatter can provide ad hoc, informal training directed to the work performed. All training is billed as time and material at the applicable hourly rate. Informal training does not result in any user certifications. Unless otherwise stated, no course materials are expected to be developed or delivered as part of the informal training. Unless specified otherwise in other contractual documents (e.g., a Master Services Agreement), filming of any training is not allowed.

- As applicable, pricing assumes one (1) review cycle of any newly developed software deliverables (e.g., screens, reports, functionality) is performed, and that the newly developed deliverables are of basic content and functionality. Additional review cycles and/or higher-level content and functionality will have a corresponding impact on cost and price.
- All work is assumed to be capable of occurring in a contiguous manner. If customer resource constraints (e.g., budget, core team members, site availability, equipment availability, etc.) arise during the course of the project, and the constraints cause an interruption in the project schedule in which required work cannot be performed, assigned GrayMatter resources may be pulled away and re-assigned to other projects. The customer and GrayMatter will mutually agree upon a restart date, at which point the next available resource(s) will be assigned to the project. GrayMatter cannot guarantee that the original resource(s) will be available at the time of restart, but will make reasonable efforts to maintain team consistency. A Change Order may be required to cover costs associated with the delay and project restart.
- Work or related deliverables not explicitly listed within the proposed deliverables should be considered as excluded from the proposed scope of work.
- On-site work, if required, is billed at a minimum eight (8) hour day.
- If resources are required to remain at the customer location during non-working days (e.g., weekends) when work is not occurring, standby time of four (4) hours per day will be charged at the applicable hourly rate.

**TERMS AND
CONDITIONS
(Customer
Responsibilities)**

- Customer is responsible for providing a team experienced with the Customer's processes, control architecture and systems to work with the GrayMatter engineering team during all phases of the project.
- Unless explicitly stated otherwise as a deliverable, Customer is responsible for providing, installing, and configuring all hardware necessary for system operation.
- Customer is responsible for the proper receipt and storage of any material provided within the scope of this proposal.
- Customer is responsible for providing access to any relevant project documentation requested in support of the project.
- Customer is responsible for ensuring that all data or other signals, as required for interfacing with the solution, are delivered in an accurate and timely fashion to avoid delays.

- Customer assumes responsibility for correct installation and functionality of all IT and network infrastructure prior to GrayMatter services for all servers, PCs, panels, controls equipment, or any other related hardware and/or hardware infrastructure.
- Customer is responsible for providing continuous network connectivity between the servers and the user clients. Delays associated with the receipt of required documentation may have a corresponding schedule and/or cost impact.
- Customer is responsible for providing security passes and free access to all facilities to ensure successful completion of the project.
- Customer is responsible for providing, at no charge, all required infrastructure for on-site GrayMatter personnel (e.g., office space, telephone, network access, etc.), including the required infrastructure to connect to Internet.
- Customer is responsible for providing high-speed VPN access for remote personnel needing access to development / test systems.
- Customer is responsible for providing all required safety/environmental training. Any expenses incurred by GrayMatter personnel resulting from such training will be billed on a time and materials basis in accordance with the contract Terms and Conditions.
- Customer is responsible for providing a safe working environment for GrayMatter personnel, ensuring that safe and secure procedures are in place and all testing and quality assurance procedures are completed prior to attempted system modifications.
- Customer will assign a single point of contact (POC) for the duration of the project.
- Delays associated with any of the above-listed responsibilities, or any other responsibilities identified during the course of the project, may result in schedule and/or cost impact to the project, and are therefore subject to the Change Order process.

**TERMS AND
CONDITIONS
(Emergent
Work)**

Throughout the work agreement period, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in work requirements and therefore impact the estimated level of effort, work timeline, or solution features. As such additional charges may apply.

**TERMS AND
CONDITIONS
(Acceptance)**

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other terms and conditions. No contrary, additional or revised provisions or conditions

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shall be binding on the Seller unless accepted by an Officer of Seller in writing. Should the terms and conditions contained herein differ in any way from the terms and conditions of the Purchaser's order, this acknowledgement shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein. The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only agreement between Seller and Purchaser; it being intended by both parties that this document sets forth the entire agreement between the parties hereto as to the purchase of goods and/or services. All orders shall only become legally binding upon acceptance by Seller's main office, located in Warrendale, PA.

**TERMS AND
CONDITIONS
(Pricing)**

The prices contained in this Proposal and Statement of Work shall be valid for ninety (90) days from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices contained herein do not include any federal, state, county local or other taxes levied on proposed goods and/or services, their use or sale, or on this agreement by any jurisdiction either within or outside the United States. Such taxes, where seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to the Purchaser based on the governing law in effect at the time of delivery unless Purchaser furnishes Seller with a proper Tax Exemption Certificate. Purchaser shall reimburse Seller for any state, county, or local taxes imposed, assessed, billed or becoming due and payable with regard to any goods and/or services furnished on or after the date said goods and/or services are located on Purchaser's premises. The prices contained herein do not include freight charges. Seller shall prepay transportation charges and Purchaser agrees to reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All freight, transportation and shipping charges shall be stated separately from other charges.

**TERMS AND
CONDITIONS
(Delivery)**

All deliveries shall be F.O.B. Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a specific carrier. Any goods, which Purchaser obtains from Seller to replace goods damaged or lost in transit, will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement.

All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary

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shipping information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made unless specifically prohibited on Purchaser's purchase order. If this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an installation contract within the meaning of the applicable law. Seller does not return Purchaser's acknowledgements.

**TERMS AND
CONDITIONS
(Ownership of
Creative Work)**

Any shipment date is an estimate. Under no circumstances shall seller have any liability whatsoever for loss of use, or for any direct, incidental, or consequential damages resulting from delay, regardless of the cause(s).

Seller maintains and holds the exclusive copyright to any and all applications developed, transmitted and/or delivered as part of this agreement. Seller grants to Purchaser, a limited, non-exclusive license to use the application and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the application or related documentation, nor in or to any algorithms, concepts, designs or ideas requested by or incorporated in the application or related documentation. Purchaser agrees that it shall not; with exception for one (1) back up copy, reproduce, copy or distribute the application or related documentation for any purpose without Seller's written consent.

**TERMS AND
CONDITIONS
(Payment
Terms)**

Unless otherwise agreed to by Seller in writing, all payments are due thirty (30) days from receipt of invoice and due at Seller's main office in Warrendale, PA. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all goods and proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not received when due are subject to a one and one half percent (1.5%) finance charge per month on the unpaid balance. If the unpaid balance is collected by or through an attorney at law or other licensed entity, Purchaser agrees to pay Seller for all reasonable attorney's fees and/or collection costs.

All purchases shall be subject to the terms and conditions contained herein. If at any time Purchaser fails to submit timely payments, or Seller determines the financial condition of the Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be fully reimbursed for Seller's reasonable and proper cancellation charges. If an

**TERMS AND
CONDITIONS
(Warranties,
Limitations of
Damages and
Remedies)**

outstanding agreement for goods and/or services is terminated for any reason, all outstanding invoices will become due immediately

Purchaser must look solely to all manufacturer warranties for specific information regarding warranties. Seller warrants all applications delivered to be free from defects in material and workmanship at the time of shipment and/or delivery to Purchaser's facility, and for a period of sixty (60) days from time of shipment and/or delivery to Purchaser's facility.

This warranty does not cover any goods and/or services which have been subject to misuse, accident, abuse, neglect, improper installation (installed by other than Seller), storage, and improper maintenance. Any alterations or repairs performed without express written consent of Seller will void the warranty.

Seller shall not be liable for any loss of use, or for any direct, incidental, or consequential damages due to goods and/or services provided. All implied warranties and specifically the implied warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

The terms of this warranty shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising from the supplying of goods and/or services, shall not in any case exceed the cost of the original purchase order.

**TERMS AND
CONDITIONS
Indemnification**

Purchaser shall indemnify and hold Seller, its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees, representatives and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees arising from the use of any goods and/or services supplied by the Seller.

**TERMS AND
CONDITIONS
Disputes**

At the sole discretion of Seller, Seller may require any controversy, dispute or claim, of whatever kind, arising out of or relating to this agreement be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this agreement shall be brought, maintained and administered in Allegheny County, PA.

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Should Seller be successful, in part or in whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to fully recover its litigation or arbitration expenses, including attorney's fees.

**TERMS AND
CONDITIONS
Applicable Law**

This agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions of the laws of the Commonwealth of Pennsylvania.

**TERMS AND
CONDITIONS
Failure to Fully
Compensate**

Should Purchaser fail to fully compensate Seller for any goods and/or services provided, Seller shall be fully released from any obligations herein or otherwise.

**TERMS AND
CONDITIONS
Waiver**

The waiver by Seller of any term, condition, or provision hereunder must be in writing and shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision on this order or future orders.

**TERMS AND
CONDITIONS
Authority of
Sellers Agents**

No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this agreement unless the agent, employee, or representative of Seller is specifically included within this agreement and accepted in writing by an officer of Seller.

**TERMS AND
CONDITIONS
Non-Solicit and
Non-Hire**

Purchaser agrees, for a period of one (1) year after conclusion of purchase, that purchaser shall not, without the prior written consent, directly or indirectly solicit, hire, entice, or encourage any person currently employed or who within six (6) months prior to the termination shall have been an employee or consultant of GrayMatter, to leave his or her employment or consulting position with the GrayMatter, or engage, or attempt or agree to engage, in any capacity, the services of any such person, or aid or assist anyone else to do so.

This document contains proprietary and confidential information belonging to Gray Matter Systems, LLC. Neither this document nor the information disclosed herein is to be reproduced or transferred, in part or in whole, to other documents, or used or disclosed for any other purpose to any third parties.



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	07/29/2022
SUBJECT:	Trenching to Bury Wire for Installation of the Gate Alarms at four Beaches Energy Services Substations

BACKGROUND

The North American Electric Reliability Corporation Standard CIP-006-6.1, which is a mandatory U.S. Reliability Standard subject to enforcement, states that Beaches Energy Services (BES) is required to implement a physical security plan in support of protecting Bulk Electric System Cyber Systems against compromise that could lead to disoperation or instability in the Bulk Electric System. As part of BES's physical security plan, Physical Security Controls need to be added to four BES Substations (Sampson, Penman, Guana, and Fort Diego) with multiple gates at each location to allow unescorted physical access into each Physical Security Perimeter to only those individuals who have authorized unescorted physical access. In order to accomplish the installation of electronic security of the gates, trenching to bury wiring is needed.

Quotes were solicited from three vendors (attached). Vanguard Electrical Contractors provided the lowest quote.

FINANCIAL IMPACT

The total cost is \$50,600: \$46,000 for the deliverable, and a 10% contingency of \$4,600. Funding is available in the Electric Utility fund operating reserves. The funds will be spent from the following account: 410-12-1239-531-46-546000, and the budget will be amended as part of the year-end budget adjustment.

REQUESTED ACTION

Approve/Disapprove trenching at four Beaches Energy Services Substations by Vanguard Electrical Contractors to bury wire for the installation of the gate alarms for an amount not to exceed \$50,600.00

ATTACHMENTS

1. Vanguard - Trenching
2. Limbaugh - Trenching
3. Miller Electric - Trenching



VANGUARD ELECTRICAL CONTRACTORS, INC.

**ELECTRICAL CONTRACTORS EC13003864
3653 REGENT BLVD. SUITE #302* JACKSONVILLE, FL 32224
(904) 232-4018 * FAX (904) 232-4016**

July 26, 2022

The City of Jax Beach
1460 Shetter Avenue
Jacksonville, FL 32250

Attn: Kevin

Reference: Substation Trenching

Vanguard Electric is pleased to submit this scope of work for the electrical construction of the above referenced project. This proposal is based on the drawings and scope clarifications outlined herein.

1. Vanguard will trench, lay customer provide 1" conduit, lay caution tape and back fill to the following locations.
 - *Sampson - 4 Gate locations with 1" stubs on each side of gate
 - *Penman - 2 Gate locations with 1" stubs on each side of gate
 - *Guana - 2 Gate locations with 1" stubs on each side
 - *Fort Diego - 2 Gate locations with 1" stubs on each side
2. Vanguard will trench to tramway entering building and stub one 1" conduit inside at each station.
3. All material and locates will be provided by BES, trenching machine will be provided by vanguard in areas that we will be able to use it.
4. This price is valid for 15 days.

Price: \$46,000.00

We appreciate the opportunity to provide this pricing, and look forward to working with you on this and future projects. If further clarification is required, please do not hesitate to call.

Sincerely,

MEETING ALL OF YOUR ELECTRICAL NEEDS

James Bengé

James Bengé

Project Manager

Email: Jimmy.vanguardelectrical@yahoo.com

SIEMENS

PROPOSAL

Beaches Energy: Substation Security Enhancements

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

BEACHES ENERGY SERVICES

DELIVERED ON

July 08, 2022

SMART BUILDINGS

Transforming the Everyday



Scope of Work

Siemens Industry, Inc. is pleased to provide Beaches Energy the proposal for the additional security related work at the substations in Jacksonville Beach, FL. The proposal is derived from our site walk evaluations with BES at each substation. This proposal will address the installation of the underground conduits required for securing the gates. In addition, it will include the two additional locks as requested. All labor will be performed during normal business hours Monday-Friday 8am-5pm.

Siemens to Provide:

5th Ave Substation:

- (2) Electric Strikes & (2) Mechanical Push Button Locks
- UG Conduit work has been completed

Sampson:

- Provide trenching and packing after installing 1" PVC conduit to (4) gate locations.
- BES to provide: 1800' 1" PVC, (12) 1" PVC 90's, (24) 1" Couplings, (8) 12x12x8 PVC Boxes & 1800' of caution tape.

Penman:

- Provide trenching and packing after installing 1" PVC conduit to (2) gate locations.
- BES to provide: 480' 1" PVC , (3) 1" PVC 90's, (6) 1" Couplings, (2) 6x6x4 PVC Boxes & 480' of caution tape.

Guana:

- Provide trenching and packing after installing 1" PVC conduit to (2) gate locations.
- BES to provide: 210' 1" PVC , (4) 1" PVC 90's, (8) 1" Couplings, (4) 6x6x4 PVC Boxes & 210' of caution tape.

Fort Diego:

- Provide trenching and packing after installing 1" PVC conduit to (2) gate locations.
- This will require a saw cut. We will backfill with existing dirt & asphalt. NO asphalt repair is included.
- BES to provide: 40' 1" PVC , (4) 1" 90's, (8) 1" Couplings, (4) 6x6x4 PVC Boxes & 400' of caution tape.

Butler:

- Provide trenching and packing after installing 1" PVC conduit to (1) gate location.
- BES to provide: 100' 1" PVC, (4) 1" PVC 90's, (8) 1" Couplings, (2) 6x6x4 PVC Boxes & 100' of caution tape.

Total Quote Price:

\$56,331.00

*This price is firm for 30 days from the date of this proposal.

Clarifications/Inclusions/Exclusions

Clarifications:

1. The proposal includes opening and closing trenches using the trenching machine were applicable.
2. At the locations with rocks, we will rake back & install the conduit 6" below top of the rock grade.
3. We confirmed during site walks the locations that will have surface mounted conduits.
4. In some locations we will utilize existing conduits. In the event the existing conduits are not viable an additional fee will apply.
5. All PVC conduits and fittings are provided by Beaches Energy Services.
6. All labor performed during normal business hours.

Inclusions:

1. Project Management for Siemens Scope of work.
2. Materials and labor as defined.

Exclusions:

1. Materials and labor not defined in the scope of work.
2. Shop Drawings.
3. Labeling of any wire, cables and/or patch cords.
4. Provision of fiber, electrical distribution components, conduit and boxes.
5. Cutting, painting and patching.
6. Performance or Payment bonds.
7. After-hours and Overtime labor.

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$56,331.00 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of July 08, 2022. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$56,331.00

Kevin Stewart

From: Sean Altman <saltman@mecojax.com>
Sent: Thursday, July 28, 2022 4:20 PM
To: Kevin Stewart
Subject: Security Gate Alarm

Kevin,

Due to our workload at this current time, we will have to respectfully decline this bid. We appreciate the opportunity.

Thanks

Sean Altman
Superintendent | Service Department
Miller Electric Company
904.981.0232 office | 904.579.6127 mobile
saltman@mecojax.com
www.mecojax.com





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 Planning and Development Department
DATE:	07/27/2022
SUBJECT:	Final Plat for Villas of South Jax Beach (Replat of Lots 8 and 9, Block 112, Pablo Beach)

BACKGROUND

The applicant, Golf Stix, LLC, has applied to subdivide property that consists of two adjacent lots of record and is now being redeveloped into four new fee-simple townhouses that are located on the north side of 12th Avenue North between First and Second Streets South. The previous use of the property was a duplex on the easterly lot and a single-family dwelling with a detached garage apartment on the westerly lot, all constructed in the 1950s. The applicant has been advised by staff that they will need to receive final subdivision plat approval by the City Council and record the final subdivision plat with the Duval County Clerk of Court prior to selling the four individual townhouse units.

The subject property is located in the Residential, multiple-family: RM-2 zoning district. The subject property received approval from the Planning Commission for a Concept Plan for Plat under PC#2-22, and received Development Plan approval for SP# 22-3 in July of 2022. Each of the four townhouse lots shown on the attached final plat exceed the minimum lot size requirement for townhouse lots in RM-2 zoning.

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

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Final Plat for Villas of South Jax Beach

ATTACHMENTS

1. Final Plat Villas of South Jax Beach

VILLAS OF SOUTH JAX BEACH

BEING A REPLAT OF ALL OF LOTS 8 AND 9, BLOCK 112, PABLO BEACH, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA
CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 1 OF 1

CAPTION

ALL OF LOTS 8 AND 9, BLOCK 112, PABLO BEACH AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT GOLF STIX, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("OWNER"), IS THE FEE SIMPLE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS FLETCHER REPLAT, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

IN WITNESS THEREOF, OF HAS CAUSED THESE PRESENTS TO BE SIGNED THIS DAY OF, A.D. 2022.

WITNESS WILLIAM D. FLETCHER, MEMBER
PRINT NAME:

WITNESS JOHN DOSTER. MEMBER
PRINT NAME:

STATE OF FLORIDA
COUNTY OF DUVAL
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS DAY, 20, BY OF, ON BEHALF OF THE COMPANY WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

BY: NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME

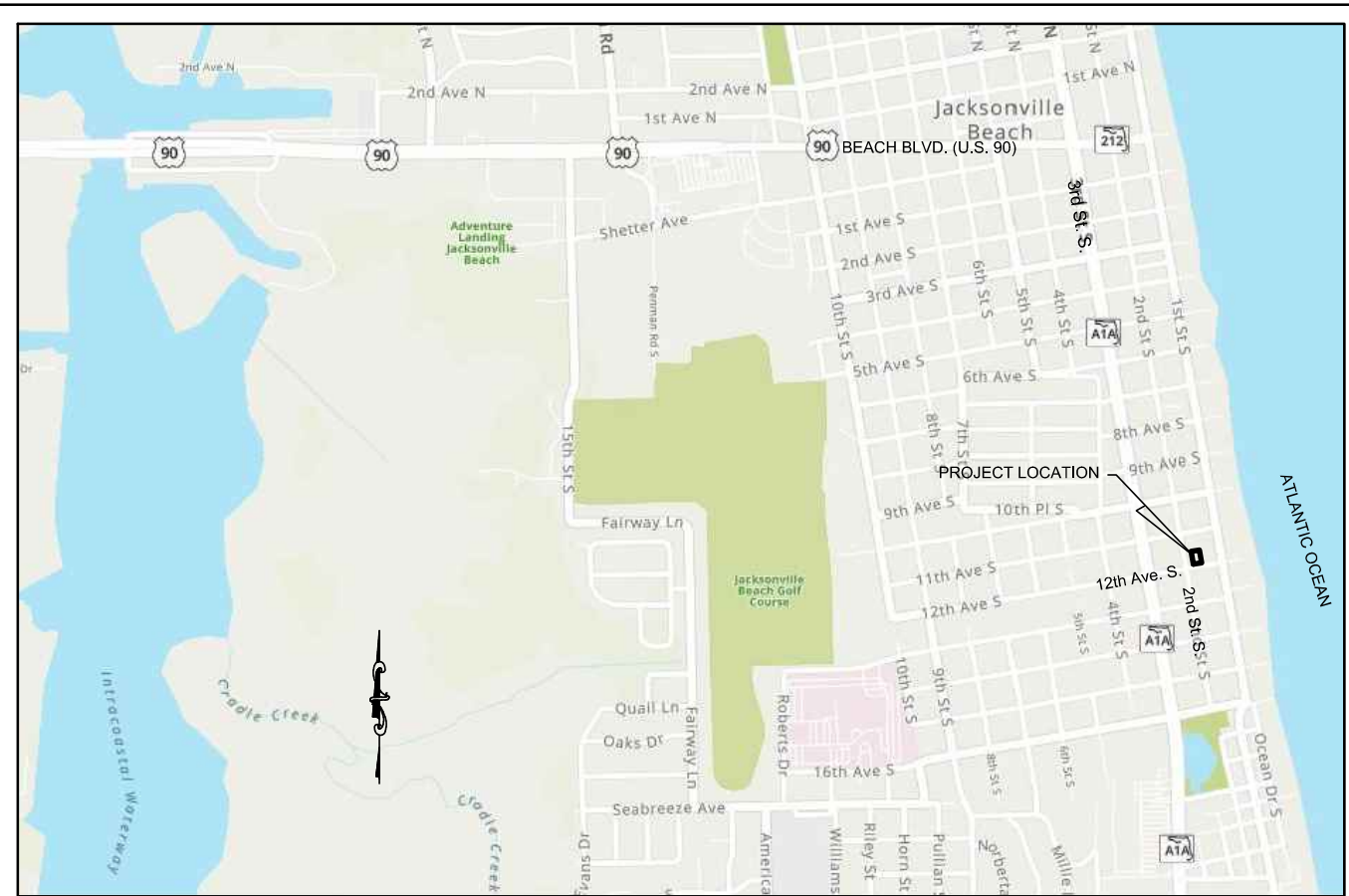
MY COMMISSION EXPIRES:

LEGEND:

- SET 1/2" IRON PIPE – PERMANENT REFERENCE MONUMENT STAMPED "P.R.M. LB 4603"
- FOUND 1/2" IRON PIPE – NO IDENTIFICATION (COULD NOT SET PERMANENT REFERENCE MONUMENT)
- 2161010.0092 N 533752.3209 E DENOTES COORDINATE (SEE NOTE 2)

NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83(2011)), U.S. SURVEY FEET, WITH A BEARING OF N 80°06'37" E ON THE NORTHERLY RIGHT OF WAY LINE OF 12th AVENUE SOUTH.
- STATE PLANE COORDINATES SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83(2011)), U.S. SURVEY FEET.
- THE 10' ELECTRIC EASEMENT SHOWN HEREON IS RECORDED IN OFFICIAL RECORDS BOOK 20360, PAGE 1230 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.091)



CLERK'S CERTIFICATE

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

SIGNED THIS DAY OF A.D., 2022.

BY: JODY PHILLIPS CLERK OF THE CIRCUIT COURT
BY: DEPUTY CLERK

CITY OF JACKSONVILLE BEACH APPROVAL

EXAMINED AND APPROVED BY THE CITY COUNCIL OF JACKSONVILLE BEACH, THIS DAY OF A.D. 2022.

CHRIS HOFFMAN
MAYOR

SHERRI GOSSELIN
CITY CLERK

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS DAY OF A.D. 2022.

ALBERT D. BRADSHAW
FLORIDA PROFESSIONAL LAND SURVEYOR
AND MAPPER CERTIFICATE NO. 5257
L.B. NO. 6824

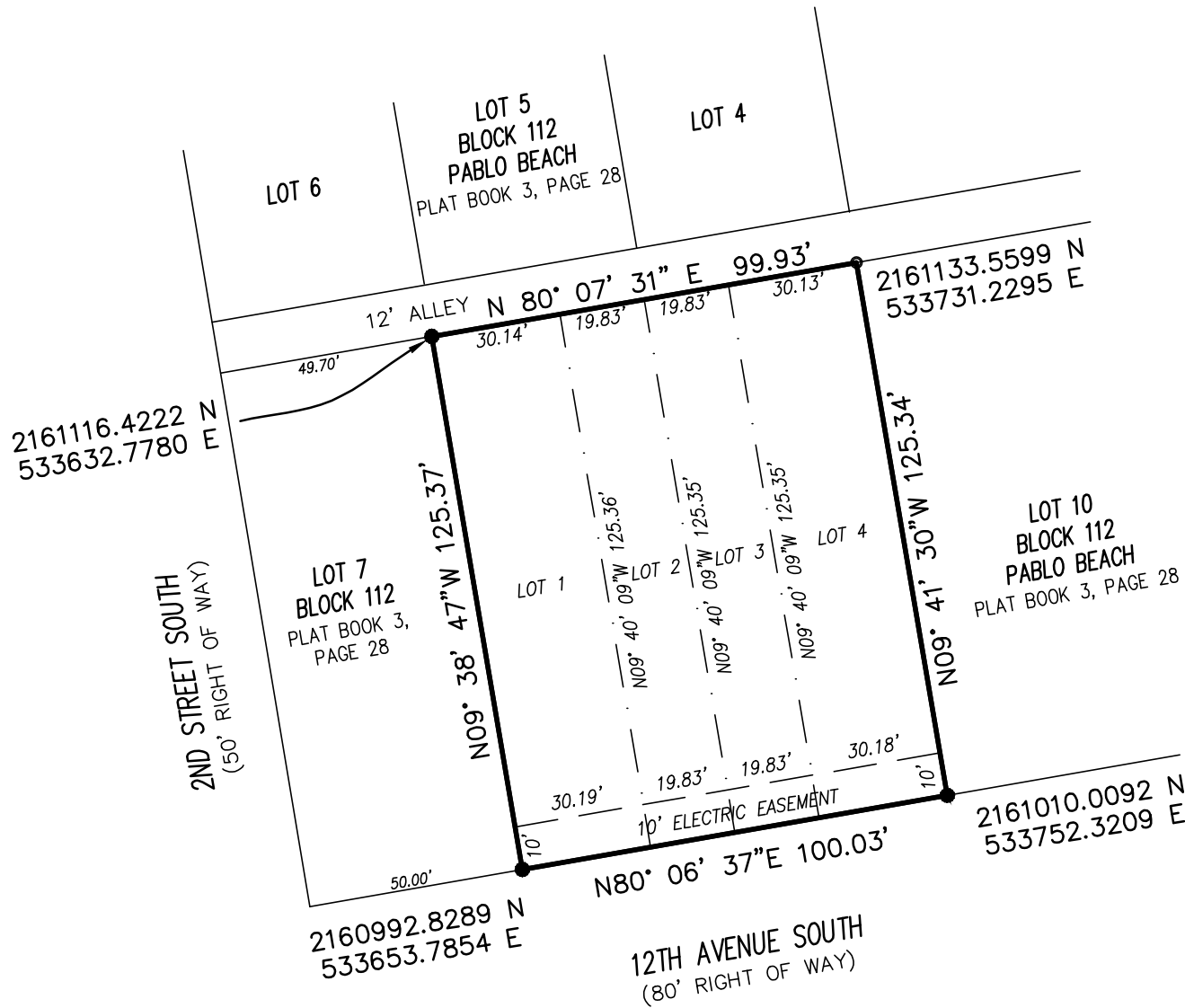
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF THE FLORIDA STATUTE CHAPTER 177, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE BEACH, FLORIDA

SIGNED THIS DAY OF A.D., 2022.

BRENDA D. CATONE
FLORIDA PROFESSIONAL LAND SURVEYOR
AND MAPPER CERTIFICATE NO. 5447
L.B. NO. 4603

DEGROVE
SURVEYORS, INC.
2131 CORPORATE SQUARE BOULEVARD
JACKSONVILLE, FLORIDA 32216
(904) 722-0400





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:	08/02/2022
SUBJECT:	Selectron IVR Upgrade

BACKGROUND

A component of the Munis Utility Billing (UB) implementation project is the selection of a payment processor for credit cards and e-checks for online, phone, and in-person transactions. Tyler/Munis offers its own payment processing solution. However, it integrates with a limited number of alternate providers. The ERP Steering Committee evaluated all available payment processing solutions based on customer experience, ease of reconciliation and cost, and the Committee concluded that a fully integrated payment process provided the best benefit to our customers.

While Tyler Payments can provide all of the online and in-person payment solutions we currently use and are seeking to add, it does not offer the option to make an e-check payment by phone. Approximately 4% of BES customers utilize the Interactive Voice Recognition (IVR) system to make e-check payments, which amounts to about \$3.5 million in annual revenues collected. Consequently, staff recommends that this option continue with the new ERP system.

Selectron Technologies, Inc., is the current IVR service provider and is able to integrate with the Munis software. The target go-live date for the UB implementation is February 2023. In order for the vendor to meet our target implementation date, they need to order materials and schedule resources for early September.

At a Workshop held on August 9, 2022, the consensus of the Council was to continue offering an e-check payment option by phone and directed staff to give Selectron notice to proceed with scheduling the resources and materials needed to have the payment solution available by the expected go-live date. The Information Services Department worked closely with the vendor to review the software specifications and has determined that a new server is required.

FINANCIAL IMPACT

Selectron IVR Upgrade	\$44,500
Server	\$5,000
15% Contingency	\$7,425
Total Upgrade Cost	\$56,925

Funding for the upgrade is available in the General Capital Projects Fund, ERP reserve and the budget in account 315-00-0000-519-63-563000 will be adjusted at year end.



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Selectron is the sole source provider for maintenance and upgrades. The first year's annual support cost is \$18,165, which will be paid from the Finance/Customer Care Internal Service Fund and the budget in account 511-02-0203-591-46-546002 will be adjusted at mid-year 2023. Future budgets will reflect an increase of 3% per year in maintenance fees.

REQUESTED ACTION

Approve/Disapprove upgrading the Selectron Interactive Voice Response (IVR) system as part of the ERP Implementation project and authorize the Mayor and City Manager to execute a maintenance agreement; *and*

Approve/Disapprove of Selectron Technologies, Inc as the Sole Source Provider for maintenance and upgrades to the Selectron IVR System

ATTACHMENTS

1. Selectron IVR Relay Upgrade Quote EE5704R
2. Selectron Sole Source Letter



QUOTE EE5704R

City of Jacksonville Beach, FL

August 4, 2022

Quote expires 180 days

QUOTE SUMMARY

The City of Jacksonville Beach currently has an 8-Port, on-premise, Gen4 VoiceUtility IVR system. Selectron will provide professional services to update the City's IVR to the latest platform, Relay. In addition, we will provide a host conversion to Tyler Munis.

The City will get the new web-based Relay Administration Portal that will allow administration and management of the IVR remotely.

Discounts to transition to the new Relay Platform are provided to valued, on-premise Gen 4 customers currently on PremierPro Support. The following quote outlines the features and benefits of upgrading your current Gen4 solution.

PROPOSED SOLUTION VALUE

Host Conversion

Selectron will provide professional services to integrate the City's new Relay Utility IVR with the City's new Utility Billing System, Tyler Munis. The City is responsible for obtaining the required application programming interface (API) and the appropriate licensing directly from Tyler Technologies.

Move to Relay Platform

For government agencies on Selectron's Gen4 system, the Relay Platform is the right choice of all government self-service software solutions because of the time and cost savings for agencies and the ease and convenience for citizens.

Portal

Relay Portal comes standard with each Relay Platform purchase. For government administrators, the Portal is the most effective IVR and Web system admin tool because of its easy to use interface, detailed reports, real-time statistics, and configuration options.

Relay Platform Support Details

Selectron prides itself on being the best in the industry when it comes to customer support for our solutions. We understand the need for governmental entities to be able to fully trust the technical infrastructure they have invested in. When this technology is performing at its full ability, constituents are being delivered the best possible service.

**Trusted Solutions.
Real Value.**

PRICING DETAILS

RELAY SOLUTION

Price Details

RELAY PLATFORM

Relay Utility Platform	\$35,000
Channel Licenses (6 Ports)	\$12,000
Virtual Server Setup	\$5,500
Virtual Test Server Setup	\$3,500
Channel Licenses Test Server (2 Ports)	\$2,000
Outbound Delivery Engine	\$8,500
Delinquency Notification	\$5,000

RELAY PLATFORM TOTAL	\$71,500
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Gen4 Customer Discount	(\$37,000)
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TOTAL AFTER DISCOUNT	\$34,500
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NEW ADD-ONS

Host Conversion to Tyler Munis	\$20,000
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NEW ADD-ONS TOTAL	\$20,000
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Relay New Add-on Discounts	(\$10,000)
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TOTAL AFTER DISCOUNT	\$10,000
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TOTAL INVESTMENT	\$44,500
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To be eligible for discounts, all components (Relay Upgrade, Host Conversion & Professional Services) must be purchased at the same time and your maintenance must be current.

Required Items Not Included with Relay

- Phone lines & network service required to support the installation
- Required application database interface (please contact your provider to purchase, if applicable)
- Application database interface components must be installed and tested prior to development
- Relay does not include merchant account provider or payment gateway costs or associated fees
- Existing host interface components must be installed and functioning prior to development.

Quotes Notes

- Relay platform will be implemented for City of Jacksonville Beach as an on-premise solution.
- Required Components to be Provided by the City:
 - Host Server Virtualization Environment: VMWare ESXi 7.6 (or newer)
 - Server Image Specifications:
 - Windows 2019, (License to be provided by the City)
 - 250 GB Hard Drive
 - Quad-Core Intel Processor, 16 GB RAM

City of Jacksonville Beach will be responsible for installing the virtual server in the agreed upon supported environment.

Channel Integrations

- Application Database Integration: Tyler Munis
 - A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an Application Programming Interface (API). All functionality listed in the Application Packs is contingent on the accessibility of the data and business logic from the Application Database via an API.
- Payments/Payment Processor: Selectron will provide **e-Check** payments only for the City of Jacksonville Beach with Forte acting as the payment gateway. No credit card processing will be set up on the City's IVR solution.
- PBX/ACD/Data Integration: Ring Central/VoIP
 - Standard SIP, analog or digital integration. Requires media gateway for non-SIP implementations.

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing does not include the additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing feeds, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

Payment Terms

Receipt of Purchase Order by the Customer will constitute acceptance of the terms and conditions utilized in the Professional Services Agreement executed with the initial purchase of your interactive system.

Customers will be invoiced 45% of Total Investment amount upon receipt of a Purchase Order and 55% of Total Investment amount when the products purchased are delivered and made available to customer for testing.

Selectron Technologies expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to in the contract or purchase order terms and conditions. All presented pricing is in US Dollars.

PremierPro On-going Support

An active Support and Maintenance Agreement and all applicable fees are required as qualification for the discounted pricing offered in this quote. Based upon evaluation of the items contained in this quote, Support and Maintenance fees will be adjusted upon the renewal of the active Support and Maintenance Agreement. The following graph illustrates the Support and Maintenance estimates for future years.

Annual Support	Annual Fees
11/1/22 - 10/31/23	\$18,165
11/1/23 - 10/31/24	\$18,710
11/1/24 - 10/31/25	\$19,271
11/1/25 - 10/31/26	\$19,849
11/1/26 - 10/31/27	\$20,445

Taxes

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

Vendor Information

Selectron Technologies, Inc.
12323 SW 66th Avenue
Portland, Oregon 97223
Phone: 866.878.0048 | Fax: 503.443.2052

August 3, 2022

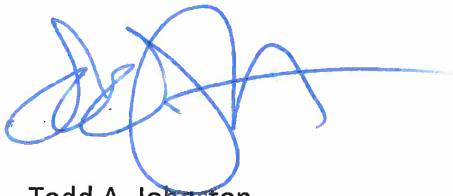
Allan Keelen
City of Jacksonville Beach, FL
11 North Third Street
Jacksonville Beach, FL 32250

Dear Mr. Keelen,

This letter is to confirm that Selectron Technologies, Inc. (Selectron) is the only organization authorized to provide maintenance services, code modifications, new system functionality, and version updates to the **VoiceUtility** IVR solution installed at the City of Jacksonville Beach. Selectron developed the IVR solution based on specific requirements set forth by the City.

Organizations other than Selectron performing maintenance services or code modifications to the IVR solution would void the existing System Warranty and Maintenance agreement currently established between Selectron and the City. Additionally, Selectron is the sole provider and manufacturer of the IVR system.

Sincerely,



Todd A. Johnston
President, CEO
Selectron Technologies, Inc.



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	08/16/2022
SUBJECT:	Exception to the Special Events Policy

BACKGROUND

In June 2022, Real Time Entertainment & Management, LLC, submitted a special events application to hold the Florida Fin Fest, a two-day festival, at the Seawalk Pavilion and Latham Plaza. The festival's overall theme celebrates ocean wildlife conservation and will include live music and alcohol sales. The requested event dates were September 17 and 18, 2022.

After meeting with the Event Producer and reviewing the event logistics, staff approved the application. Subsequently, the Event Producer made substantial upfront investments to ensure a successful event. However, staff made a fundamental error by overlooking the Special Events Policy, which states the length of festivals from March through September should be limited to one day. All other months allow two-day festivals, with further allowance for certain three-day festivals.

Exceptions to the Special Events Policy require City Council approval. Recently, the City Council approved an exception to the Special Events Policy that allowed the Great Atlantic Festival to be held over two days in June. That exception was based on mitigating economic hardships associated with Covid.

FINANCIAL IMPACT

The increased cost to the Event Producer (excluding tax) is \$2,500, charged by the City, for one additional day.

REQUESTED ACTION

Approve/Disapprove an exception to the Special Events Policy to allow the Florida Fin Fest on September 17 and September 18, 2022

ATTACHMENTS



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Christian Popoli, Senior Planner
DATE:	07/19/2022
SUBJECT:	Resolution No. 2121-2022 City Council's Support for Local Bill JB-1

BACKGROUND

At the briefing on May 23, 2022, the City Council instructed City Staff to move forward with the process to initiate a local bill to lower the minimum space and seating requirements for public food service establishments that derive at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages within the Central Business District (CBD), which is bounded by 3rd Street, the Atlantic Ocean, 6th Avenue North, and 2nd Avenue South. This same area/boundary is being referred to as the Downtown Incentive Zone for the purposes of this Resolution and possible future action by the State Legislature. Based on a review of restaurant best practices for design and space allocation, staff has proposed that the seating requirement be lowered to 50 seats minimum, and the service area requirements be lowered to 1,200 square feet, which will provide adequate room for all 50 seats, kitchen area, bathrooms and all other amenities associated with a fully functional restaurant.

The first step in the process of initiating a local bill is to provide a resolution with the proposed legislation stating the City Council's support for the local bill to be considered by the Duval County Legislative Delegation. After transmission of the same to the Delegation, the Delegation will hold a local bill hearing, which will occur in or about January 2023. If the Delegation agrees to support the issue and introduce the bill, the House of Representatives sponsor will deliver the proposed legislation attached to the resolution as Exhibit 1 to House Bill Drafting. Thereafter, the City will be responsible for complying with the provisions of the Local Bill Filing Manual, including but not limited to advertising and public hearing requirements.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Resolution No. 2121-2022 expressing the City Council's support for local bill JB-1 to be considered by the Duval County Legislative Delegation creating a special zone in the City of Jacksonville Beach known as the Downtown Incentive Zone so as to provide an exception to §561.20(1), Florida Statutes, for space, seating, and minimum gross revenue requirements for special alcoholic beverage licenses for public food service establishments within the Downtown Incentive Zone

ATTACHMENTS

1. 2121-2022 Support for Local Bill



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

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2121-2022

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, EXPRESSING THE CITY COUNCIL'S SUPPORT FOR LOCAL BILL JB-1 TO BE CONSIDERED BY THE DUVAL COUNTY LEGISLATIVE DELEGATION CREATING A SPECIAL ZONE IN THE CITY OF JACKSONVILLE BEACH KNOWN AS THE DOWNTOWN INCENTIVE ZONE SO AS TO PROVIDE AN EXCEPTION TO §561.20(1), FLORIDA STATUTES, FOR SPACE, SEATING, AND MINIMUM GROSS REVENUE REQUIREMENTS FOR SPECIAL ALCOHOLIC BEVERAGE LICENSES FOR PUBLIC FOOD SERVICE ESTABLISHMENTS WITHIN THE DOWNTOWN INCENTIVE ZONE; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, with redevelopment taking place in the downtown area of the City of Jacksonville Beach ("City"), it can be anticipated that smaller tenant spaces may be created that could accommodate smaller public food service establishments that would be unable to qualify for a full alcoholic beverage license under the current state and local regulations; and

WHEREAS, lowering the space and seating requirements for those establishments within a special zone that derive at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages would allow smaller public food service establishments to qualify for a special alcoholic beverage license; and

WHEREAS, at its briefing on May 23, 2022, the City Council instructed City Staff to move forward with the process to initiate a local bill to lower the minimum space and seating requirements for public food service establishments that derive at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages within the Downtown Incentive Zone, which is bounded by 3rd Street, the Atlantic Ocean, 6th Avenue North, and 2nd Avenue South; and

WHEREAS, the first step in the process of initiating a local bill is to provide a resolution with the proposed legislation stating the City Council's support for the local bill to be considered by the Duval County Legislative Delegation.

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. Support of Local Bill JB-1. The City Council hereby expresses its support of Local Bill JB-1 to be considered by the Duval County Legislative Delegation for the 2023 State Legislative Session. Said Local Bill JB-1 provides for an amendment to the Laws of Florida to

create a special zone in the City of Jacksonville Beach known as the Downtown Incentive Zone to allow for an exception to §561.20(1), Florida Statutes, for space, seating, and minimum gross revenue requirements for special alcoholic beverage licenses for public food service establishments within the Downtown Incentive Zone. A true and correct copy of said Local Bill JB-1 is attached hereto as **Exhibit 1**.

SECTION 3. State Local Bill Process. After transmission of this Resolution to the Duval County Legislation Delegation, the Delegation will hold a Local Bill Hearing, which will occur in or about January 2023 in Jacksonville City Council Chambers on the first floor of City Hall, which is located at 117 West Duval Street, Jacksonville, FL 32202. If the Duval County Legislative Delegation agrees to support the issue and introduce the bill, the House of Representatives sponsor will deliver Exhibit 1 to House Bill Drafting. The City will be responsible for complying with the provisions of the Local Bill Filing Manual, including but not limited to advertising and public hearing requirements.

SECTION 4. 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 5. 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 6. 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

CHAPTER 2023-_____

House Bill No. _____

An act relating to the City of Jacksonville Beach, Duval County; creating a special zone in the City of Jacksonville Beach; providing boundaries; providing an exception to general law; providing space, seating, and minimum gross revenue requirements for special alcoholic beverage licenses for public food service establishments in described areas; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. There is hereby created a special zone in the City of Jacksonville Beach to be known as the Downtown Incentive Zone for the purposes of this act. The area is described as:

All lands bounded by 3rd Street, the Atlantic Ocean, 6th Avenue North, and 2nd Avenue South.

Section 2. Notwithstanding s. 561.20(1), Florida Statutes, in the area herein described as the Downtown Incentive Zone, the Division of Alcoholic Beverages and Tobacco of the Department of Business Regulation may issue a special alcoholic beverage license to any public food service establishment that is equipped to serve 50 or more persons at one time and occupying not less than 1,200 square feet of service area which derives at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages; provided that such licenses shall be subject to local zoning requirements and to any provision of the alcoholic beverage laws of the state and rules of the division not inconsistent herewith.

Section 3. This act shall take effect upon becoming a law.



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:	Redevelopment District: RD Rezoning Application for the Gallery at Jacksonville Beach Project

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;



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

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 25th, 2022 and have recommended approval of the rezoning request. City Council considered the Ordinance at first reading on August 15, 2022 and voted to approve with acceptance of the recommendations from the Planning Commission and CRA, and with the amendment to allow bars as conditional uses in the RD Zoning District. The Ordinance has been amended to reflect these changes.

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 second reading

ATTACHMENTS

1. RD Rezoning Application - Gallery
2. Ordinance No. 2022-8178 as amended (tracked changes)
3. Ordinance No. 2022-8178 as amended (clean)



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

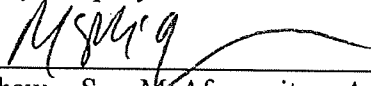
City of Jacksonville Beach Planning and Development Department
City Hall First Floor
11 North Third Street
Jacksonville Beach, Florida 32250

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)

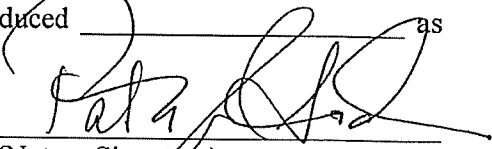
Ladies and Gentlemen:

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.

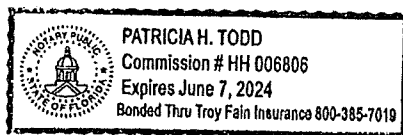
JAX BEACH AF LLC, a Florida limited liability company

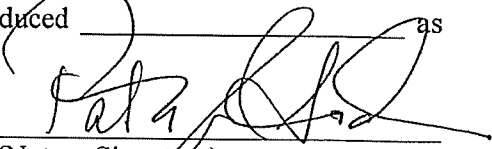

Matthew S. McAfee, its Authorized Representative

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 16th 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.

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

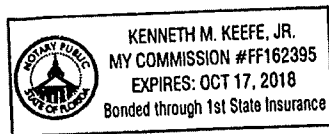
By *Elizabeth Rafferty*
Elizabeth Rafferty, Vice President



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: J-L
Name: James Frank
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

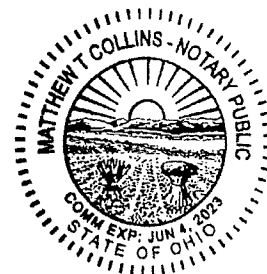


EXHIBIT A

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:

[Signature]
Print Name: Juliet Nelson

[Signature]
Print Name: May Claire Miller

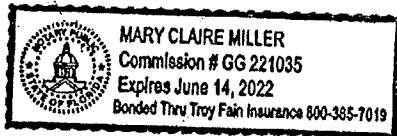
GRANTOR:

ORTEGA, L.C., a Florida limited liability company

By: [Signature]
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.



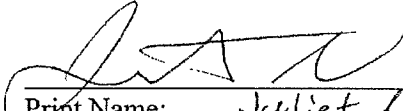
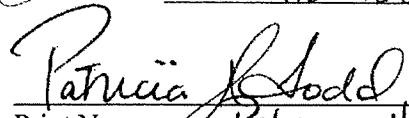
[Signature]
Signature
Print Name: May Claire Miller
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

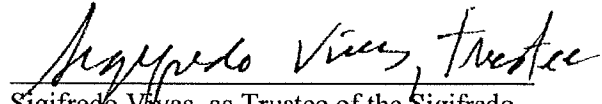
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

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

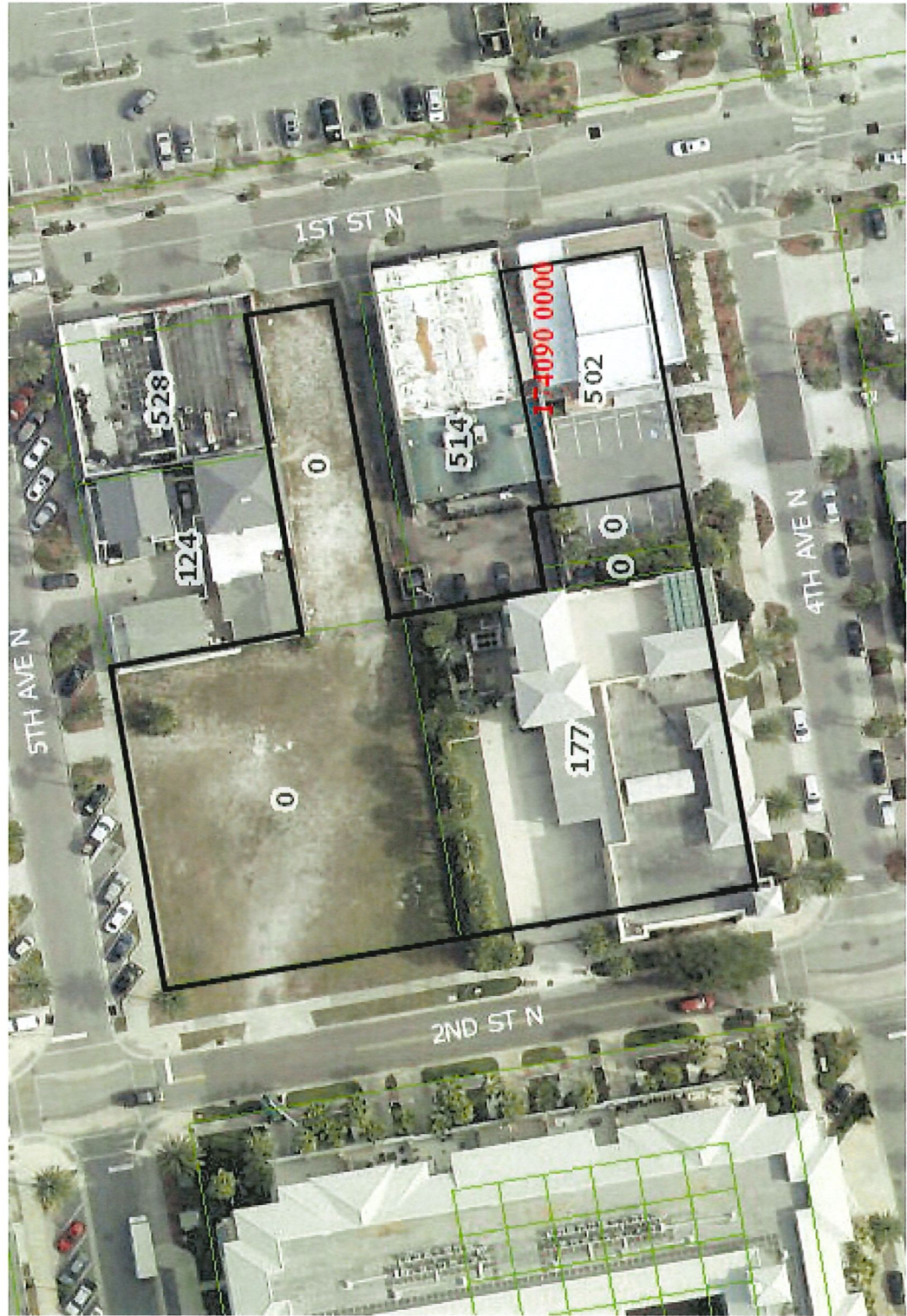


EXHIBIT 3

VICINITY MAP

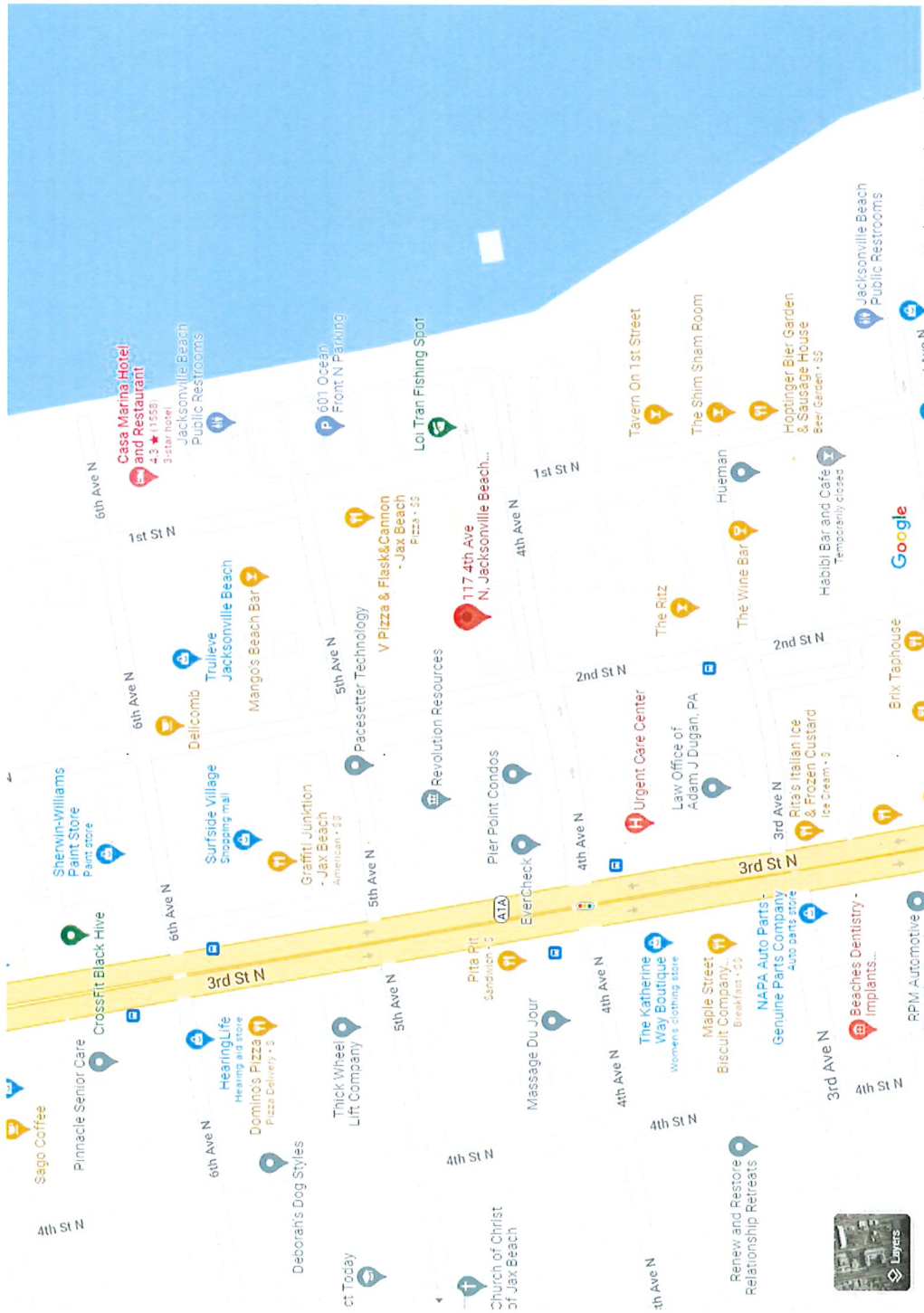


EXHIBIT 4
CONCEPTUAL ELEVATIONS



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

[illegible]

STRUCTURAL:

[illegible]

ARCHITECT'S SEAL

C-100 (Rev. 01-14-90)

1

PRODUCTION

LEGAL DESCRIPTION:

PROJECT NAME:

PROJECT NUMBER

REFONTING

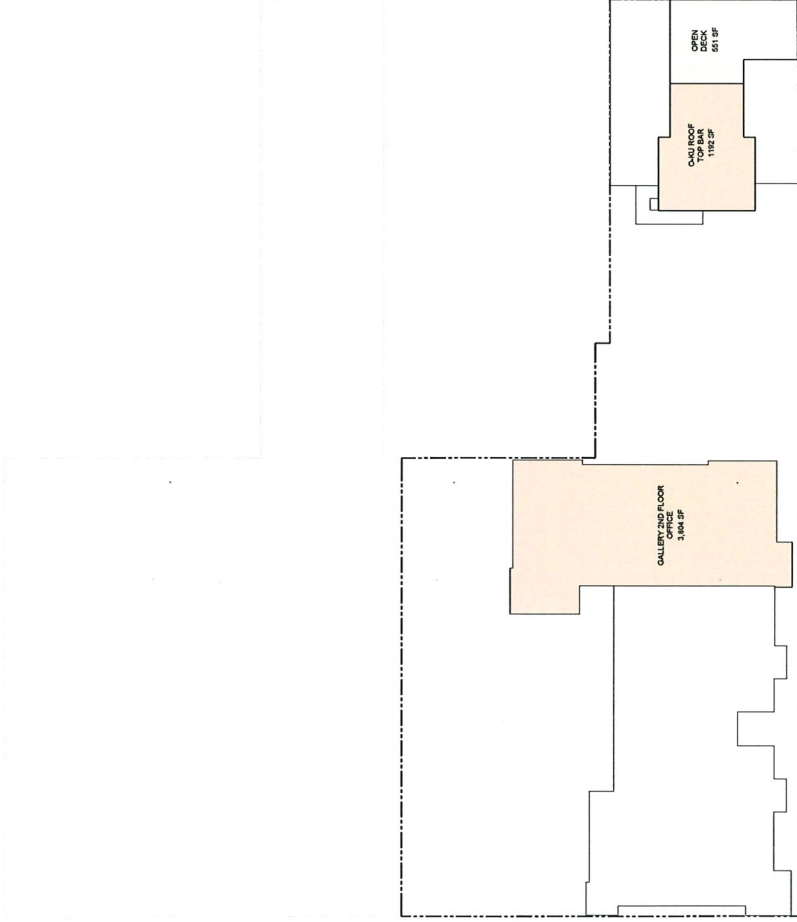
JACKSONVILLE BEACH, FL

CAT I EPV

PLATE 1

A1.1

RD Zoning Set - 04/19/22



PHASE 1

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

CD+urban

1936 San Diego Blvd. Suite 101 San Mateo, CA 94403
904.302.9888 / 904.626.3632

202 West Ave. Palm Beach, Florida 33480

MEP ENGINEER

STRUCTURAL:

[illegible]

ARCHITECT'S SEAL

CASE NO. FILE NO.

SCALE: _____

SADD_VENR_101

LEGAL DESCRIPTION

10

PROJECT CHARGE

19-11-

pr

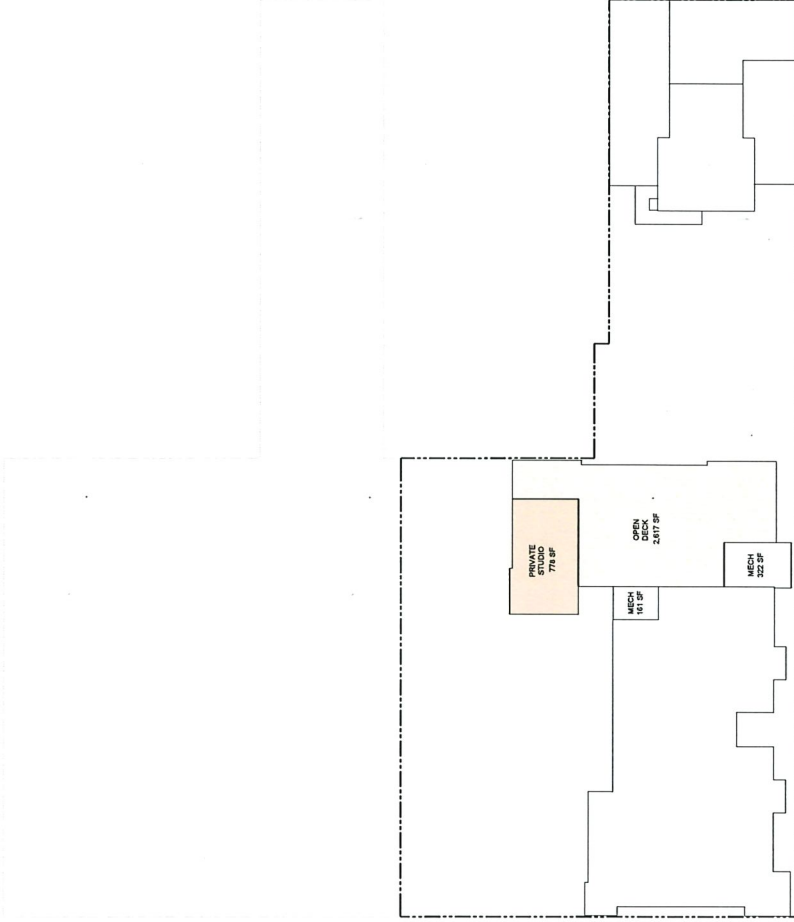
KEZOI

GALL

PHAS

RD Zoning Set - 04/19/22

PHASE 1



1936 Sam Mervin Blvd., Studio 101, San Mateo, Florida 33207
904.302.5848 / 904.456.3652

STRUCTURAL:

[illegible]

ARCHITECT'S SEAL

CAPO D'ORO. DUE HO

SCALE:

SACD-VOL-101

FOOTNOTES

10

PROJECT CHARTER

PROJECT NUMBER 1-11

PD

REZONING

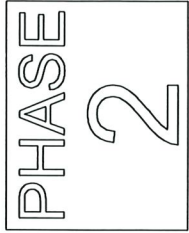
JACKSONVILLE BEACH, FL

GALLERY

100

THIRD FLOOR

A12



PHASE 1		PHASE 2	
OKU EXISTING	835 SF	LOT 1 AREA	54,401 SF
CAN RESTAURANT GROUND FLOOR	2,822 SF	PHASE 2	
CAN RESTAURANT 1ST FLOOR	1,511 SF	OKU EXISTING	835 SF
CAN KITCHEN	1,511 SF	CAN RESTAURANT GROUND FLOOR	2,822 SF
CAN RESTAURANT	4,355 SF	CAN RESTAURANT 1ST FLOOR	1,511 SF
CAN RETAIL	835 SF	CAN KITCHEN	1,511 SF
GALLERY EXISTING	9,796 SF	CAN RESTAURANT	4,355 SF
GALLERY GROUND FLOOR	5,779 SF	CAN RETAIL	835 SF
GALLERY 1ST FLOOR	3,917 SF	GALLERY EXISTING	9,796 SF
GALLERY PRIVATE STUDIO	2,417 SF	GALLERY GROUND FLOOR	5,779 SF
GALLERY OPEN DECK	18,955 SF	GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
PHASE 2		LOT 2 AREA	55,171 SF
RESTAURANT NEW		PHASE 2	
RESTAURANT GROUND FLOOR	5,565 SF	OKU EXISTING	835 SF
RESTAURANT 1ST FLOOR	5,565 SF	CAN RESTAURANT GROUND FLOOR	2,822 SF
RESTAURANT	11,130 SF	CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 3 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 4 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 5 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
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		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 6 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 7 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 8 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 9 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 10 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 11 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 12 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 13 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
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		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 14 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
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		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 15 AREA	55,171 SF
		PHASE 2	
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		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 16 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 17 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 18 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
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		GALLERY EXISTING	9,796 SF
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		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 19 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 20 AREA	55,171 SF
		PHASE 2	
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		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 21 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 22 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 23 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 24 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 25 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 26 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 27 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF
		CAN RETAIL	835 SF
		GALLERY EXISTING	9,796 SF
		GALLERY GROUND FLOOR	5,779 SF
		GALLERY 1ST FLOOR	3,917 SF
		GALLERY PRIVATE STUDIO	2,417 SF
		GALLERY OPEN DECK	18,955 SF
		LOT 28 AREA	55,171 SF
		PHASE 2	
		OKU EXISTING	835 SF
		CAN RESTAURANT GROUND FLOOR	2,822 SF
		CAN RESTAURANT 1ST FLOOR	1,511 SF
		CAN KITCHEN	1,511 SF
		CAN RESTAURANT	4,355 SF

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

CD+urban

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MEP ENGINEER

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PROJECT NUMBER

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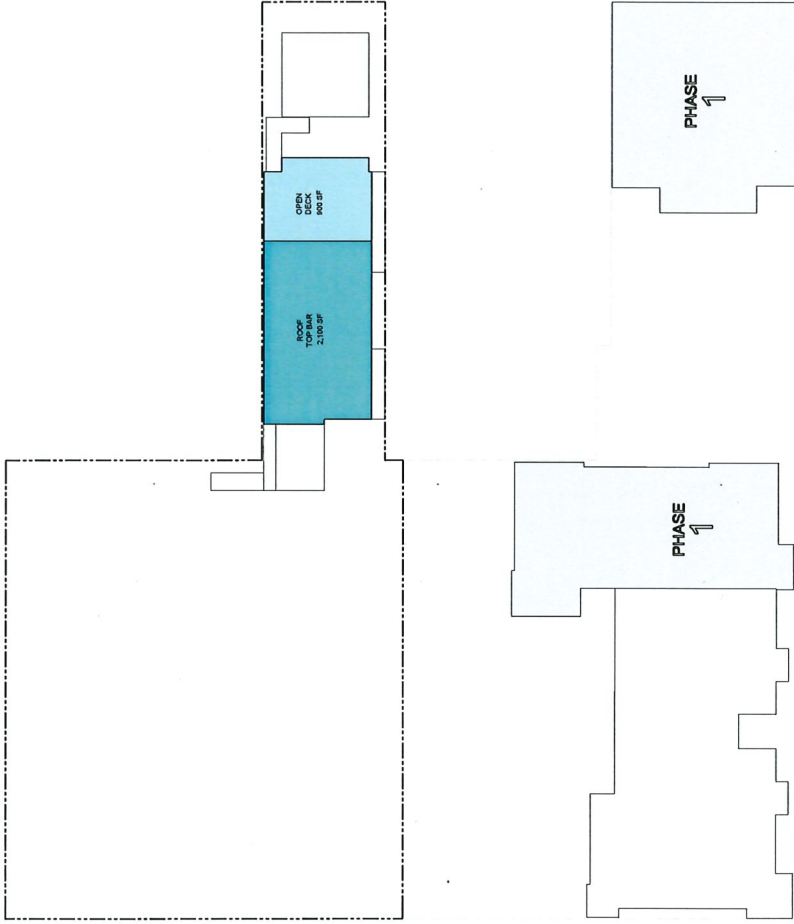
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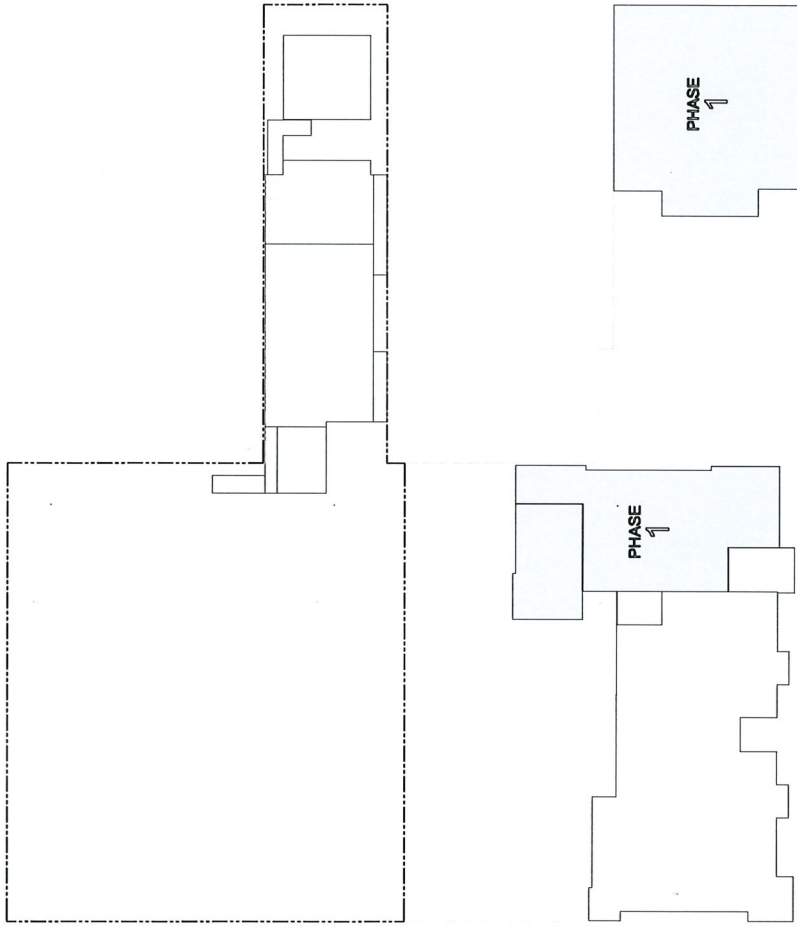
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PHASE 2

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

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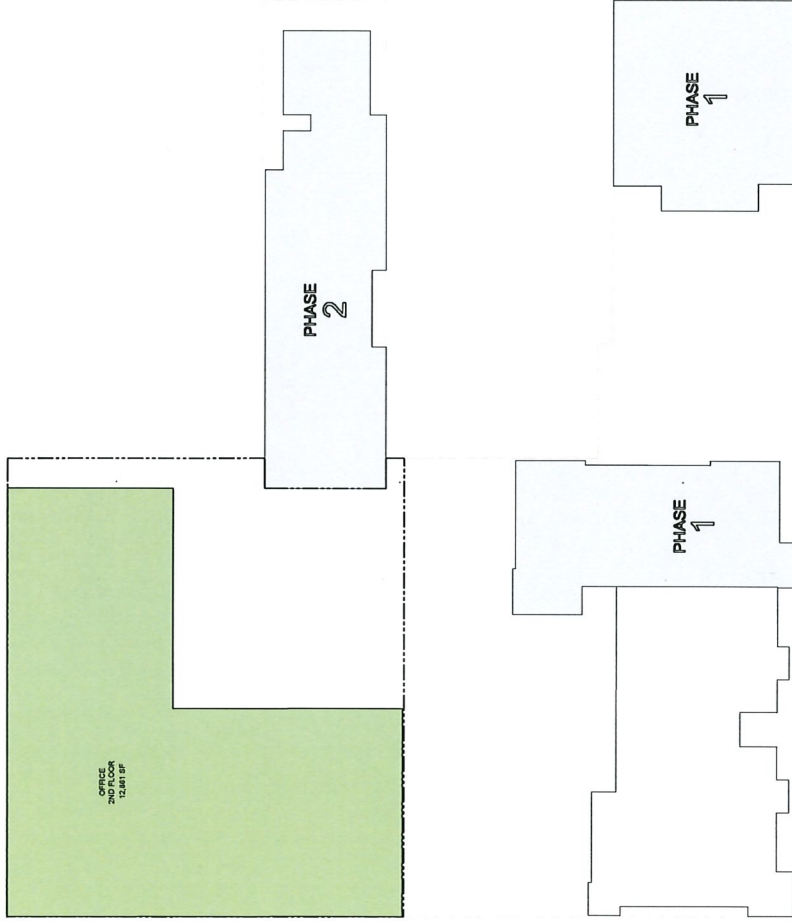
DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION, SEE GENERAL NOTES

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DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

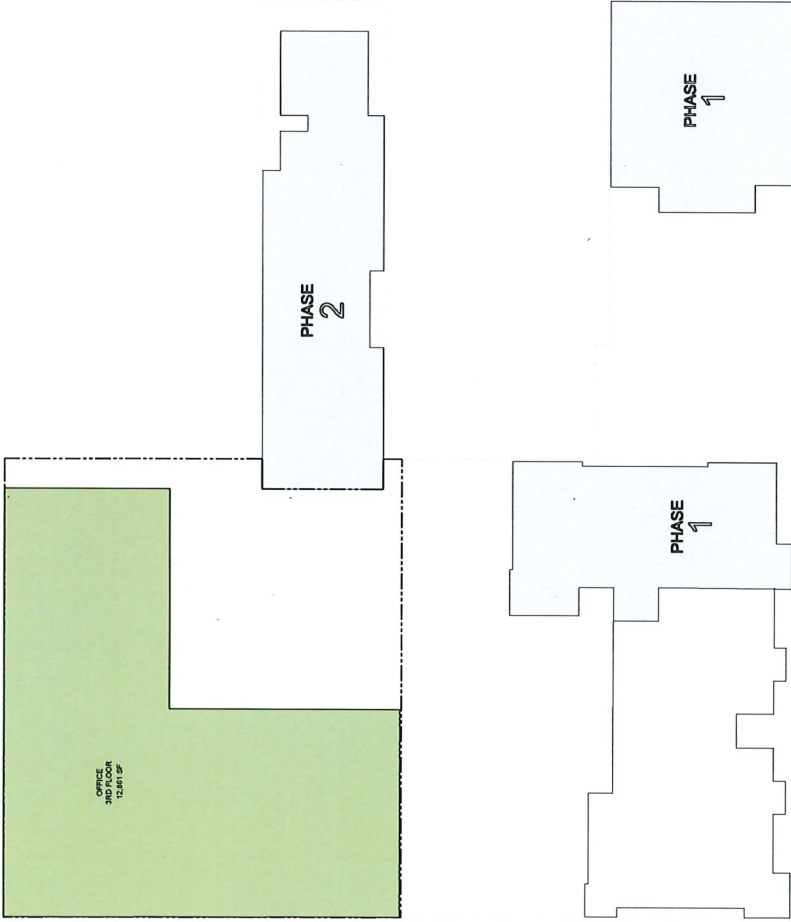
MEP ENGINEER	STRUCTURAL	DATE	PROJECT NAME
			PROJECT NUMBER
			DATE
			RD
			REZONING
			JACKSONVILLE BEACH, FL
			GALLERY
			PHASE - 3
			GROUND FLOOR
			A1.7



PHASE 3

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

 1916 MARKET STREET SUITE 101 DENVER, COLORADO 80202 303.733.8888 / 303.733.8889	CD+urban MEP ENGINEER	STRUCTURAL:	PROJECT NO.: DATE: DRAWN BY: CHECKED BY: APPROVED BY:	PROJECT NAME: ADDRESS: CITY: STATE: ZIP:	SHEET NO.: OF TOTAL SHEETS: SCALE:	DESIGNER: ARCHITECT: CIVIL ENGINEER: MECHANICAL ENGINEER: ELECTRICAL ENGINEER: PLUMBING ENGINEER:	RD REZONING JACKSONVILLE BEACH, FL	GALLERY	PHASE - 3 SECOND FLOOR	A1.8
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PHASE 3

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

[illegible]

DO NOT MEASURE DRAWINGS
FOR CONSTRUCTION. SEE ORIGINAL NOTES

PHASE 4

PHASE 1	Q-KUJ EXISTING	2,822 SF
	Q-KUJ RESTAURANT GROUND FLOOR	1,192 SF
	Q-KUJ RESTAURANT 2ND FLOOR	551 SF
	Q-KUJ ROOF DECK	4,502 SF
	Q-KUJ RESTAURANT	935 SF
	Q-KUJ RETAIL	935 SF
	GALLERY EXISTING	9,796 SF
	GALLERY GROUND FLOOR	3,804 SF
	GALLERY 2ND FLOOR	1,804 SF
	GALLERY 3RD FLOOR	2,617 SF
	GALLERY OPEN DECK	18,955 SF
	GALLERY	18,955 SF

GALLERY EXISTING	5,790 SF
GALLERY 2ND FLOOR	3,400 SF
GALLERY 1ST FLOOR	1,710 SF
GALLERY OPEN DECK	2,170 SF
GALLERY	18,950 SF

PHASE 3	OFFICE NEW	12,861 SF
	OFFICE 2ND FLOOR	12,861 SF
	OFFICE 3RD FLOOR	
	OFFICE	26,722 SF

PHASE 4	GALLERY CONVERSION	2,750 SF
GALLERY 1ST FLOOR	2,750 SF	

PHASE 4	GALLERY CONVERSION	623 SF
GALLERY	623 SF	

LOT AREA	54,801 SF
PHASE 4	623 SF
GALLERY GRND FLR EXT	623 SF
RETAIL HARDWARE / PARKING	44,552 SF
TOTAL IMPERVIOUS AREA	51.14 %

CD+urban
1501 WOOD AVE, PHOENIX, ARIZONA 85006
1501 WOOD AVE, PHOENIX, ARIZONA 85006

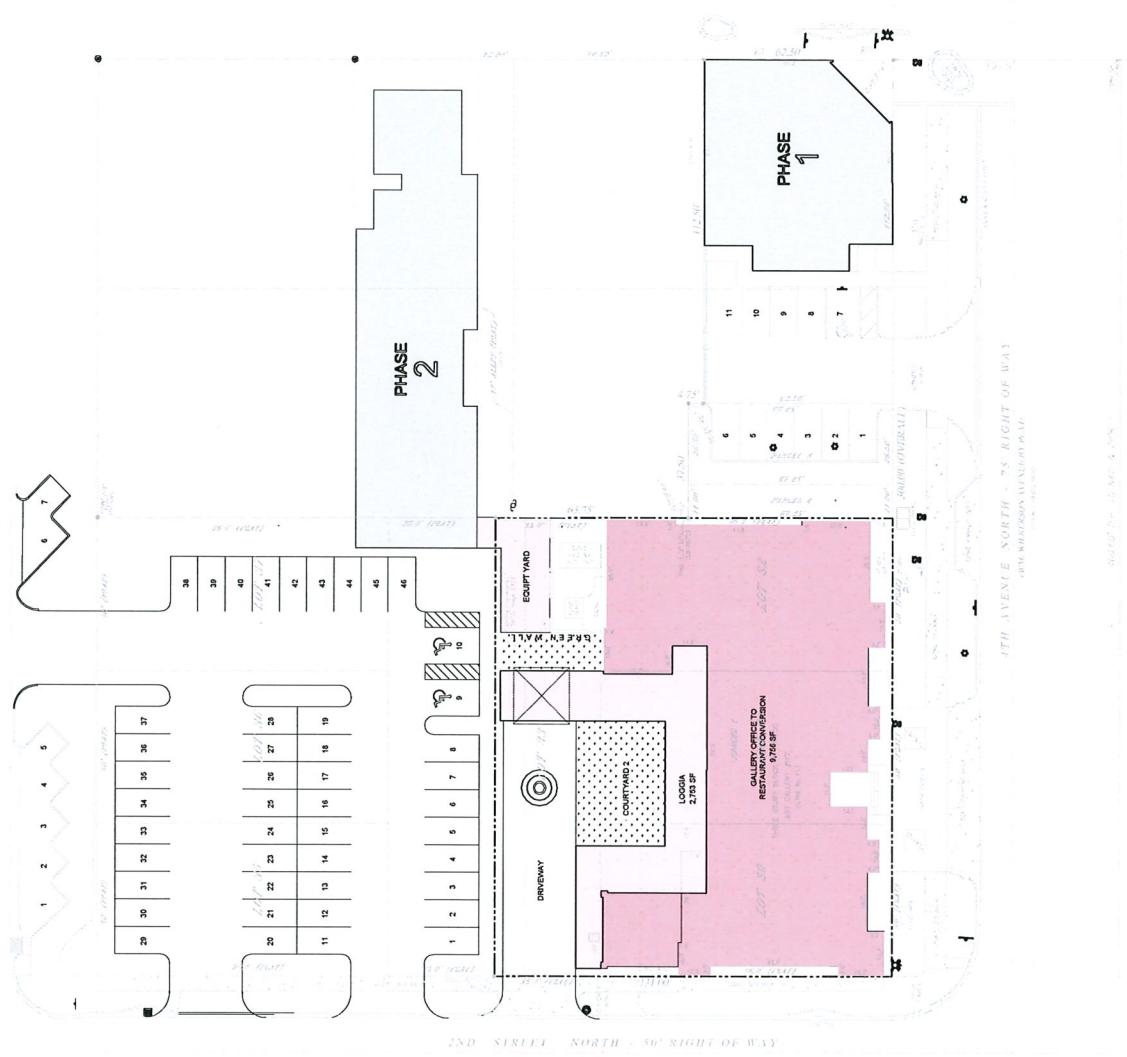
MEP ENGINEER

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DESCRIPTION	
OWNER	
DESIGNER	
CONTRACTOR	
PERMIT	
REVISIONS	

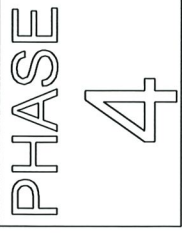
PROJECT NAME
DESIGN DEVELOPMENT
PROJECT NUMBER
1501-11

RD REZONING
JACKSONVILLE BEACH, FL
GALLERY
PHASE - 4
GROUND FLOOR
A1.10



RD Zoning Set - 04/19/22

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CD+urban
1935 San Antonio Blvd. Suite 101 San Antonio, Texas 78207
504 302 9418 / 504 526 3432
202 North Ave. Suite 2000
904 302 9418 / 904 526 3432

STRUCTURAL:

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FOR MORE INFO

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PROJECT PHASE:

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PROJECT NUMBER

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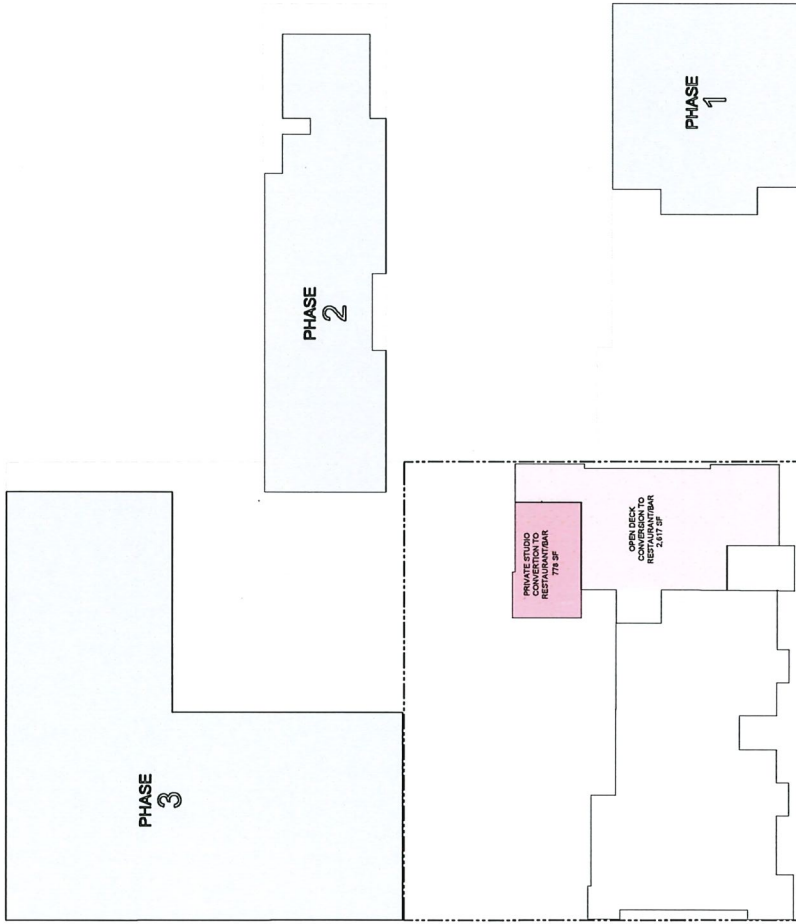
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RD Zoning Set - 04/19/22



PHASE 4

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

		1936 Main Avenue, Suite 200 • St. Louis, MO 63103 Tel: 314.381.8888 • Fax: 314.381.8889 201 West 15th Street, Suite 200 • St. Louis, MO 63103	
CD+urban COMMERCIAL DESIGN + ARCHITECTURE			
PROJECT: RD REZONING		CLIENT: JACKSONVILLE BEACH, FL	
ARCHITECT: JEFF ENGINEER		LOCATION: JACKSONVILLE BEACH, FL	
STRUCTURAL:		DATE:	
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RD Zoning Set - 04/19/22

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 'W. 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.

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- 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.

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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	The parking spaces will be under the retail/office building. The Project will have a 22 parking space shortfall.								
Phase 4: Gallery Conversion			(18)										
Total Phases 1-4	56,532	97	57	40	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.

- G. Each phase of the project shall be reviewed by the City's Planning and Development Department to ensure continued compliance with the Downtown CRA Plan.
- H. Restaurants and bars, lounges, nightclubs, taverns, and other drinking places, will be permitted as follows:
- i. Permitted Use: Restaurants with outdoor sales and service, including roof top service, so long as any primary ingress or egress orientation as well as outdoor seating will be oriented to the north or south in Phases 3 and 4.
- ii. Conditional Use: Restaurants with outdoor sales and service, including roof top service, where the primary ingress egress orientation as well as outdoor seating is oriented to the west in Phases 3 and 4.
- iii. Conditional Use: Bars, lounges, nightclubs, taverns, and other drinking place, with the sale and service of all alcoholic beverages and with outdoor sale and service, including rooftop service. These uses shall be permitted as a conditional use notwithstanding the distance requirements in Section 34-393(2) or the supplemental requirements in Section 34-407(a) and (b) of the Land Development Code.

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

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.

- G. Each phase of the project shall be reviewed by the City's Planning and Development Department to ensure continued compliance with the Downtown CRA Plan.
- H. Restaurants and bars, lounges, nightclubs, taverns, and other drinking places, will be permitted as follows:
 - i. Permitted Use: Restaurants with outdoor sales and service, including roof top service, so long as any primary ingress or egress orientation as well as outdoor seating will be oriented to the north or south in Phases 3 and 4.
 - ii. Conditional Use: Restaurants with outdoor sales and service, including roof top service, where the primary ingress egress orientation as well as outdoor seating is oriented to the west in Phases 3 and 4.
 - iii. Conditional Use: Bars, lounges, nightclubs, taverns, and other drinking place, with the sale and service of all alcoholic beverages and with outdoor sale and service, including rooftop service. These uses shall be permitted as a conditional use notwithstanding the distance requirements in Section 34-393(2) or the supplemental requirements in Section 34-407(a) and (b) of the Land Development Code.

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