



City of Jacksonville Beach

Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Monday, October 16, 2023

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. Regular City Council meeting held on October 2, 2023
- B. Council Briefing held on October 9, 2023

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the month of September 2023
- B. Approve a Commercial Lease Agreement with Pavers and Pergolas, LLC, for property in the Industrial Park
- C. Approve the amendment to the original scope and fee with Halff Associates, Inc. for additional design and engineering services for Latham Plaza
- D. Accept the donation of a beach wheelchair from Mayo Clinic ALS Rehab
- E. Adopt Resolution 2156-2023 approving the name change for Huguenot Park to Fountain View Park
- F. Adopt Resolution No. 2158-2023 adopting the 2023 Statewide Mutual Aid Agreement

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. 1. Award/Reject Bid No. 2223-10 Wastewater Treatment Facility Biosolid Dewatering System

Upgrade for Construction to Sawcross, Inc., for an amount not to exceed \$9,128,593; and

2. Award/Reject Construction Administration Services to Wright-Pierce for an amount not to exceed \$309,808

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2154-2023 making a determination on PURPA (Public Utilities Regulatory Policies Act) proposed standards

ORDINANCES

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.

**Minutes of Regular City Council Meeting
held Monday, October 2, 2023, 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 Pro Tem Nichols called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman (absent)

Mayor Pro Tem: Cory Nichols

Council Members: Sandy Golding Bill Horn Dan Janson
Fernando Meza Greg Sutton (absent)

Also present were: Deputy City Manager Karen Nelson, City Attorney Sandra Robinson, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Special City Council Meeting held on September 18, 2023
- Regular City Council Meeting held on September 18, 2023

APPROVAL OF THE AGENDA

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, and passed unanimously to approve the agenda.

ANNOUNCEMENTS:

Council Member Golding acknowledged the family of a recent shooting victim and thanked the Jacksonville Beach Police Department for their response. She announced the Beaches Watch meeting would be held on October 4, 2023.

Council Member Janson mentioned several Council Members would be traveling this week to Orlando for [Florida League of Cities Policy] Committee meetings. He also noted some Pension Board Members would be attending Florida Public Pension Trustees Association training.

Council Member Horn echoed Council Member Golding's comments regarding the shooting. He thanked the Jacksonville Beach Police Department.

COURTESY OF THE FLOOR TO VISITORS:

- Jacob Wallace Crenshaw, 1012 Fantasy Drive, Atlantic Beach, spoke about his personal property, law enforcement, and short-term rentals.

CONSENT AGENDA: None

MAYOR AND CITY COUNCIL: None

CITY CLERK: None

CITY MANAGER/NEW BUSINESS: None

RESOLUTIONS: *None*

ORDINANCES: *None*

ADJOURNMENT:

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adjourn.

Voice Vote: Ayes: Golding, Janson, Meza, Nichols
Nays: Horn
The motion passed 4-1.

There being no further business, the meeting adjourned at 6:08 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine Hoffman, MAYOR

Date: _____

**Minutes of City Council Briefing
Monday, October 10, 2023 – 5:30 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Fernando Meza	Cory Nichols	Greg Sutton

Also present were City Manager Mike Staffopoulos, City Attorney Sandy Robinson, Deputy City Manager Karen Nelson, Assistant to the City Manager Molly Alleger, and Deputy City Clerk Jodilynn Byrd.

Purpose of Briefing

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

City Manager

City Attorney Services

City Attorney Sandy Robinson stated she submitted her notice of resignation on October 4, 2023, and her position would be vacant effective December 4, 2023. Deputy City Manager Karen Nelson stated Administration was seeking direction from the Council regarding the continuity of legal services and if the Council desired to seek another in-house City Attorney or contract with an outside attorney or firm for legal services.

A conversation ensued about continued legal services after Ms. Robinson vacates her position. It was the Council's consensus to utilize Mr. Cliff Shepard's legal services in the interim of hiring a new City Attorney.

A conversation ensued regarding the desire of the Council to seek another in-house City Attorney or contract with an outside attorney or firm for legal services. Ms. Nelson reviewed the proposed job description and explained the proposed recruiting, interview, and negotiation process. Ms. Nelson provided the Council with a brochure [on file] of the City Attorney position. It was the consensus of the Council to change the requirement under the Education and Experience section of the job description for the Local Government Law Certification from "preferred" to "required" within a certain amount of time. It was the consensus of the Council to begin the recruiting process to seek an in-house City Attorney.

Opioid Fund Use

City Manager Mike Staffopoulos provided background information regarding Resolution No. 2115-2022 for opioid litigation settlement proceeds. The City of Jacksonville Beach, together with the City of Atlantic Beach, Neptune Beach, and the Town of Baldwin, entered an Interlocal agreement with the Consolidated City of Jacksonville regarding the distribution of Regional Funds under the Florida Plan, a formal agreement implementing a united plan for the allocation and use of opioid settlement proceeds.

A conversation ensued regarding the City receiving the funds from the opioid administrator and which service(s) the funds should be spent on. It was the consensus of the Council to appoint Council Member Horn as the point of contact for this project. Staff would set up a meeting for Project Opioid to speak with the Council at a future briefing regarding fund distribution options.

Deck The Chairs Contract Negotiation

Mr. Staffopoulos explained Deck the Chairs (DTC), through its founder, had requested an agreement renewal for its annual event.

A conversation ensued regarding renewing the agreement and suggested changes. It was the consensus of the Council to renew a multi-year agreement with the ability to extend in two-year increments and to include language eliminating liability if future City construction projects impact DTC.

Pilot Program for Ticketed Events at Seawalk Pavilion

Assistant to the City Manager, Molly Alleger, stated the Council expressed interest at a previous briefing regarding a pilot program for fully ticketed special events. Ms. Alleger explained if a pilot program was approved for a single event, staff would recommend a Request for Proposal (RFP). A conversation ensued regarding what the Council would like to be included in the RFP. It was the consensus of the Council to include the following in the RFP specifically:

- Promote a transportation plan
- Provide a detailed security plan
- Allow for data collection
- One event up to four hours
- Hold the event on an open day and not replace an existing event or festival

It was the consensus of the Council for staff to prepare a draft RFP and bring it back for the Council to review at a future briefing.

Future Briefing Topics

Mr. Staffopoulos reviewed the upcoming Special Council Briefing dates. He reminded the Council of the Special Briefing scheduled for October 23, 2023, with Representative Kiyan Michael and Senator Clay Yarborough. A conversation ensued regarding topics of discussion for the briefing. A consensus of the Council was to focus on the following topics:

- Short Term Vacation Rentals
- Live Local Act
- Sovereign Immunity
- Public Safety recruitment and retention

Mr. Staffopoulos informed the Council of a demonstration scheduled for Monday, October 16, 2023, at 10:30 a.m. for proposed AV equipment upgrades for the Council Chambers. It was the consensus of the Council for Mayor Hoffman to attend the demonstration, and a Special Council Briefing would be held from 5:30 p.m. – 6:00 p.m. on the same day to present the Council with detailed information regarding the proposed AV equipment upgrades.

Mr. Staffopoulos provided the Council with a handout [on file] of upcoming Council Briefing dates and topics.

Council Member Janson asked for a status update regarding the road issue on 13th Avenue South. Mr. Staffopoulos responded he had a meeting scheduled on Tuesday, October 10, 2023, to discuss the issue and would provide Mr. Janson with an update.

Miscellaneous Topics

Council Member Golding expressed her opinion about the City signing a resolution to support moving forward with the Penman Road project. She stated residents have not had ample time to express their opinions. A conversation ensued regarding the intent of the resolution, and it was

the consensus of the Council to include specific wording in the resolution regarding more public meetings and regular project milestone updates.

Council Member Nichols mentioned he recently attended a Jacksonville Transit Authority (JTA) seminar. He stated JTA was working with Groundwork Jacksonville to create an Emerald Trail project similar to the City of Jacksonville Beach (COJB) Urban Trails. Mr. Nichols stated he would contact JTA regarding the possibility of incorporating the Urban Trails project with the Emerald Trail project in an attempt to get funding for COJB.

Miscellaneous City Manager Items

Mayor Hoffman mentioned Art Graham, Chair of the Community Redevelopment Agency (CRA), was up for re-appointment but had chosen not to participate in the interview process. Ms. Hoffman stated CRA member Gary Paetau would be out of town and unable to attend the scheduled interviews. A conversation ensued regarding make-up interviews, and Ms. Robinson explained the section of the Legislative Policy Manual regarding make-up interviews. It was the consensus of the Council to look for additional interview dates.

Committee Assignment Report

Council Member Janson stated he passed the test to become an Intermediate Florida Public Pension Trustee.

The Briefing adjourned at 7:15 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	08/08/2023
SUBJECT:	Monthly Financial Reports for the Month of September 2023

BACKGROUND

Attached are the monthly financial reports for September 2023 as prepared by the Finance Department. These reports represent 12 months of activity, or 100% of the total annual budget. These reports are prepared on a cash basis and do not reflect year-end accruals.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the month of September 2023

ATTACHMENTS

1. 2023-9 September Financials



SUMMARY BUDGET REPORT

September 30, 2023

100% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	15,586,999	94.4%	13,712,755	92.0%	2.4%	1,874,244
2 Licenses & Permits	1,050,332	162.3%	1,030,364	170.3%	-8.1%	19,968
3 Intergovernmental Revenue	5,627,771	131.1%	4,979,619	120.3%	10.8%	648,152
4 Charges for Services	854,680	187.4%	679,299	144.7%	42.8%	175,381
5 Enterprise Contributions	3,795,395	100.0%	3,815,193	100.0%	0.0%	(19,798)
6 Miscellaneous Revenue	1,095,119	393.9%	1,300,634	391.5%	2.5%	(205,515)
7 Fines & Forfeitures	554,675	326.3%	131,119	80.9%	245.3%	423,556
8 Interfund Transfers	499,888	97.3%	514,366	100.1%	-2.8%	(14,478)
Total Revenues	\$29,064,858	109.0%	\$26,163,349	104.9%	4.1%	\$2,901,509

Current Year vs. Prior Year



Discussion

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

- 4 The increase in charges for services is attributable to the new paid parking contract. While customer rates remain the same, the City is now receiving a higher percentage of the revenues generated.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The decrease from the prior year is attributable to auction proceeds from the sale of 6 South Beach Park area land parcels.
- 7 The increase in fines & forfeitures is attributable to settlement proceeds from the SLG code enforcement case.



SUMMARY BUDGET REPORT

September 30, 2023

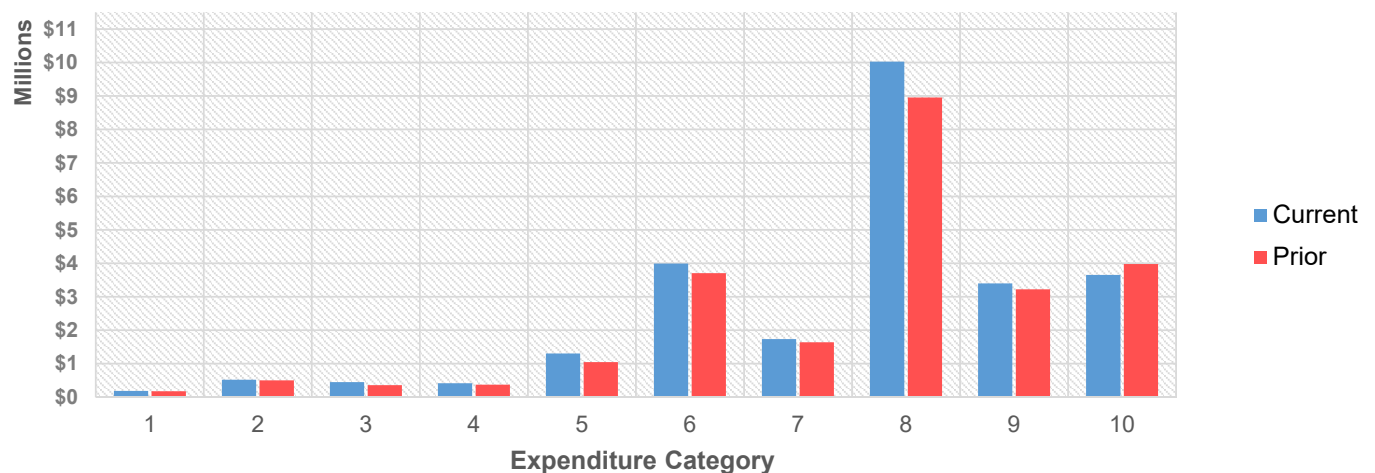
100% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	188,792	96.3%	179,961	96.1%	0.2%	8,831
2 City Attorney	522,159	90.4%	504,888	104.6%	-14.2%	17,271
3 City Clerk	454,200	94.9%	359,749	78.9%	15.9%	94,451
4 Building Maintenance	417,832	92.0%	376,344	85.7%	6.3%	41,488
5 Planning and Development	1,308,140	85.7%	1,051,039	86.9%	-1.2%	257,101
6 Parks and Recreation	3,995,763	96.0%	3,708,093	94.4%	1.6%	287,670
7 Public Works	1,737,201	94.2%	1,643,137	85.1%	9.1%	94,064
8 Police	10,023,396	99.0%	8,957,348	90.2%	8.8%	1,066,048
9 Fire Services	3,401,461	95.3%	3,225,791	96.2%	-1.0%	175,670
10 Non-Departmental	3,653,943	86.8%	3,982,785	94.1%	-7.3%	(328,842)
Total Expenditures	25,702,887	94.7%	23,989,135	91.7%	3.0%	\$1,713,752

Current Year vs. Prior Year



Discussion

Total General Fund expenditures remain under budget for the current year and slightly ahead of the prior year expenditures on a percent of budget basis. Expenditure increases in all departments reflect the adoption of new union contracts and amendments to the pay plan.

2 City Attorney variances reflect that actual expenditures have not increased in proportion to budget expectations (negative %, positive \$).

5 The increase in Planning and Development expenditures is largely due to professional services supporting the comprehensive plan and land development code updates. Variances reflect that actual expenditures have not increased in proportion to budget expectations (negative %, positive \$).

9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. This is the 4th of 10 annual payments to satisfy this obligation.



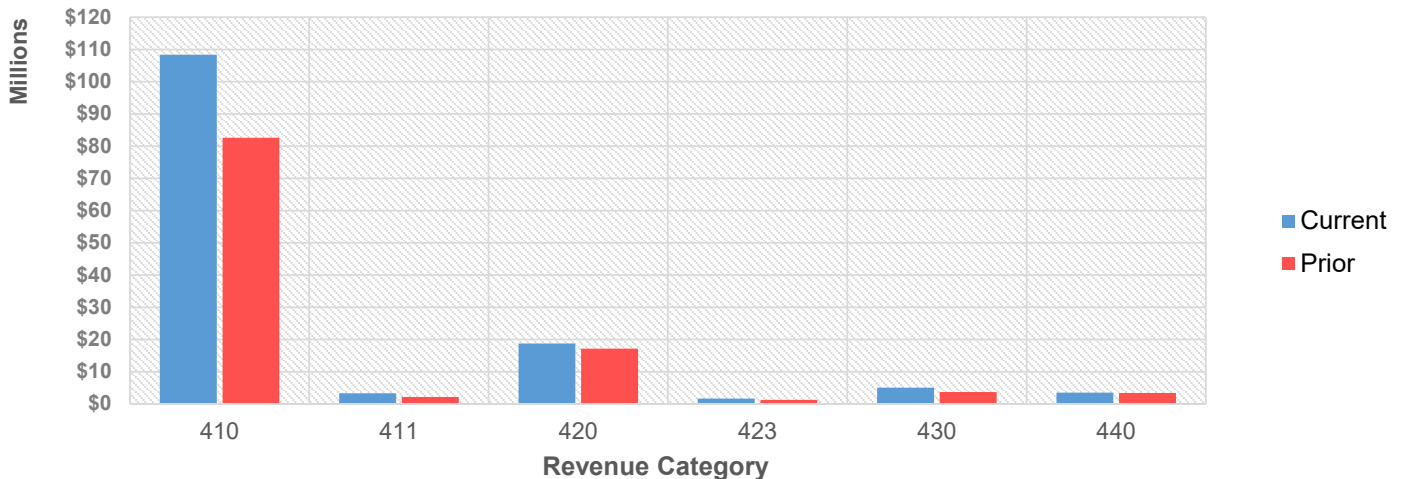
SUMMARY BUDGET REPORT

September 30, 2023
100% of Year Elapsed

Exhibit 3 Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	108,387,506	112.9%	82,573,977	99.3%	13.6%	25,813,529
411 Natural Gas	3,250,561	147.3%	2,134,856	106.3%	40.9%	1,115,706
420 Water & Sewer	18,737,399	117.3%	17,118,234	113.2%	4.1%	1,619,164
423 Stormwater	1,624,407	114.7%	1,226,795	84.4%	30.3%	397,612
430 Sanitation	4,999,397	129.2%	3,648,490	103.4%	25.8%	1,350,908
440 Golf Course	3,485,873	122.8%	3,370,726	148.3%	-25.4%	115,147
Total Revenues	\$140,485,143	114.9%	\$110,073,077	102.4%	12.5%	\$30,412,067

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are ahead of current year budget estimates and prior year revenues on a percent of budget basis.

- 410 The increase in Electric revenues is due to an increase in the pass-through bulk power cost adjustment used to pay for the rising cost of electricity from the City's provider.
- 411 The increase in Natural Gas revenues is partially attributable to an increase in the pass-through cost of gas adjustment used to pay for the rising cost of natural gas from the City's provider. The increase also reflects an increase in consumption as our customer base continues to grow.
- 423 The increase in Stormwater revenues is largely due to the adjustment to market value of the City's pooled investment assets.
- 430 The increase in Sanitation is largely attributable to a rate increase enacted to recover the cost of the solid waste and recycling contract.
- 440 Golf Course variances reflect that actual revenues did not exceed budget expectations as much as the prior year (negative %, positive \$).



SUMMARY BUDGET REPORT

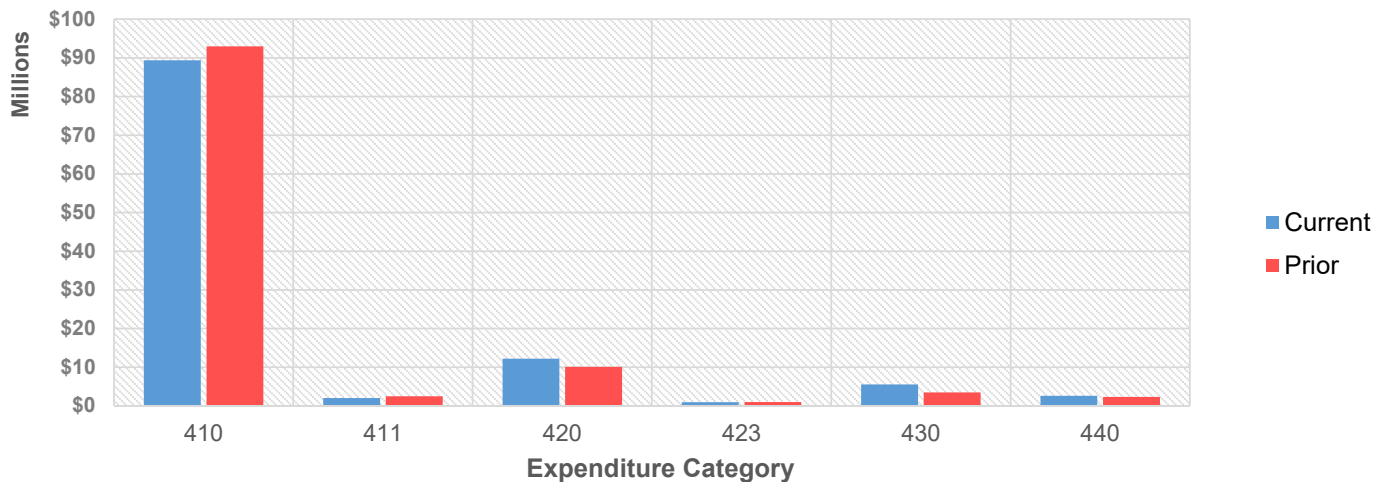
September 30, 2023
100% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	89,347,965	87.5%	92,952,257	102.5%	-15.0%	(3,604,292)
411 Natural Gas	2,027,065	99.5%	2,493,081	118.0%	-18.5%	(466,016)
420 Water & Sewer	12,197,756	60.7%	10,081,937	45.0%	15.7%	2,115,820
423 Stormwater	958,269	20.3%	971,552	36.3%	-16.0%	(13,283)
430 Sanitation	5,542,374	120.5%	3,463,814	80.8%	39.7%	2,078,560
440 Golf Course	2,594,930	86.8%	2,324,953	96.1%	-9.3%	269,976
Total Expenditures	\$112,668,358	82.5%	\$112,287,594	90.1%	-7.6%	\$380,764

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and behind the prior year expenditures on a percent of budget basis.

410 The decrease in the Electric Fund is largely attributable to the fluctuating cost of purchased power.

411 The decrease in Natural Gas expenditures is due to the timing of capital projects in the prior year.

420 The increase in Water & Sewer expenditures is largely attributable to the timing of capital outlay in the current year.

430 The increase in Sanitation expenditures over the prior year reflects the new solid waste and recycling contract.

440 Golf Course variances reflect that actual expenditures have not increased in proportion to budget expectations (negative %, positive \$).



SUMMARY BUDGET REPORT

September 30, 2023

100% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	788,286	188.3%	580,321	154.7%	33.6%	207,965
150 Local Option Gas Tax	1,401,391	121.4%	1,044,411	131.3%	-9.9%	356,980
151 Infrastructure Surtax	2,146,273	145.2%	1,942,623	132.8%	12.4%	203,650
160 Community Dev Blk Grant	127,888	90.1%	142,366	100.3%	-10.2%	(14,478)
181 Downtown Increment Fund	9,752,983	108.6%	6,815,082	89.1%	19.6%	2,937,901
182 Southend Increment Fund	5,761,433	195.4%	4,893,236	181.7%	13.7%	868,197
Total Revenues	\$19,978,255	132.1%	\$15,418,038	117.5%	14.6%	\$4,560,216

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are ahead of prior year actuals on a percent of budget basis.

130 Convention Development revenues reflect receipts through July.

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

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December. Increases over the prior year are largely due to investment interest earnings.



SUMMARY BUDGET REPORT

September 30, 2023

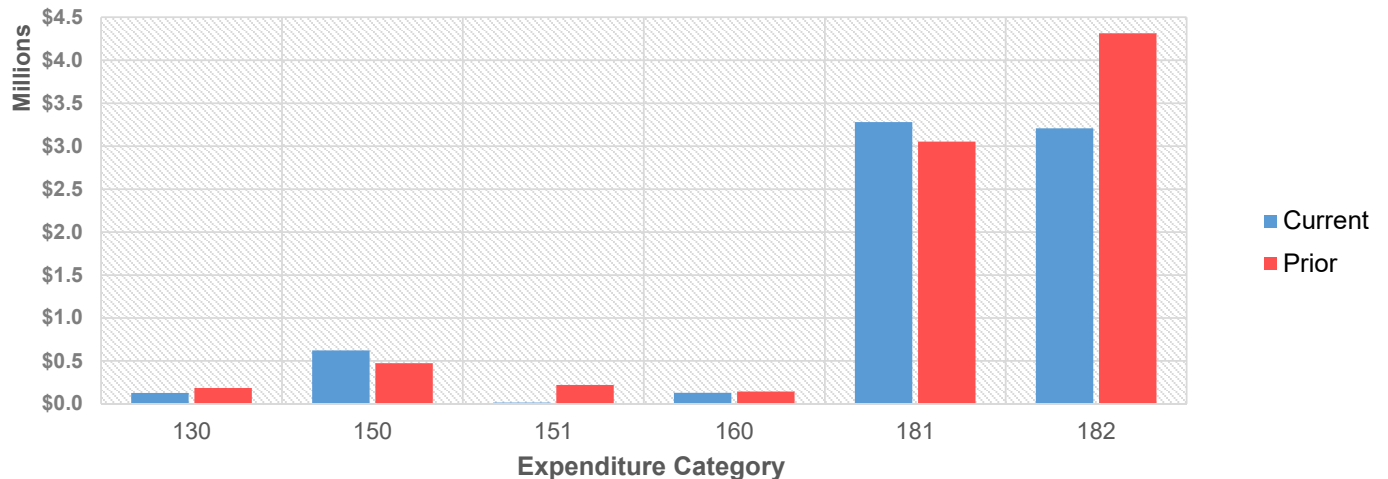
100% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	126,497	16.1%	184,277	32.1%	-16.0%	(57,780)
150 Local Option Gas Tax	621,937	75.5%	472,876	59.0%	16.6%	149,061
151 Infrastructure Surtax	14,314	1.3%	220,509	16.2%	-14.9%	(206,195)
160 Community Dev Blk Grant	127,888	90.1%	142,366	100.3%	-10.2%	(14,478)
181 Downtown Increment Fund	3,280,379	11.1%	3,053,276	30.8%	-19.7%	227,104
182 Southend Increment Fund	3,206,936	26.5%	4,313,052	37.6%	-11.1%	(1,106,116)
Total Expenditures	\$7,377,950	16.5%	\$8,386,355	34.6%	-18.0%	(\$1,008,404)

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and 18% lower than the prior year on a percentage of budget basis.

130 The decrease in Convention Development expenditures is due to timing of capital projects.

151 The decrease in Infrastructure Surtax expenditures is due to timing of capital projects.

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

181 Downtown Increment Fund variances reflect that actual expenditures have not increased in proportion to budget expectations (negative %, positive \$).

182 The decrease in Southend Increment Funds is largely due to the timing of capital projects.



SUMMARY BUDGET REPORT

September 30, 2023

100% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	26,657,072	26,657,072	29,064,858	2,407,786
130 Convention Development Tax	418,705	418,705	788,286	369,581
150 Local Option Gas Tax	1,154,613	1,154,613	1,401,391	246,778
151 Infrastructure Surtax	1,478,438	1,478,438	2,146,273	667,835
160 Community Dev. Blk. Grant	142,000	142,000	127,888	(14,112)
181 Downtown Increment Fund	8,978,030	8,978,030	9,752,983	774,953
182 Southend Increment Fund	2,948,523	2,948,523	5,761,433	2,812,910
410 Electric Utility	95,979,446	95,979,446	108,387,506	12,408,060
411 Natural Gas Utility	2,207,035	2,207,035	3,250,561	1,043,526
420 Water & Sewer Utility	15,972,798	15,972,798	18,737,399	2,764,601
423 Storm Water Management	1,416,541	1,416,541	1,624,407	207,866
430 Sanitation Fund	3,869,346	3,869,346	4,999,397	1,130,051
440 Golf Course Fund	2,838,334	2,838,334	3,485,873	647,539
460 Leased Facilities Fund	751,277	751,277	786,628	35,351
500 Internal Service Funds	15,779,360	15,779,360	15,396,901	(382,459)
Total Revenues	\$180,591,518	\$180,591,518	\$205,711,785	\$25,120,267

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	27,145,019	27,145,019	25,702,887	1,442,132
130 Convention Development Tax	784,620	784,620	126,497	658,123
150 Local Option Gas Tax	823,218	823,218	621,937	201,282
151 Infrastructure Surtax	1,104,378	1,104,378	14,314	1,090,064
160 Community Dev. Blk. Grant	142,000	142,000	127,888	14,112
181 Downtown Increment Fund	29,605,937	29,605,937	3,280,379	26,325,558
182 Southend Increment Fund	12,123,521	12,123,521	3,206,936	8,916,586
410 Electric Utility	102,068,931	102,068,931	89,347,965	12,720,966
411 Natural Gas Utility	2,037,749	2,037,749	2,027,065	10,684
420 Water & Sewer Utility	20,097,838	20,097,838	12,197,756	7,900,082
423 Storm Water Management	4,716,982	4,716,982	958,269	3,758,714
430 Sanitation Fund	4,598,841	4,598,841	5,542,374	(943,533)
440 Golf Course Fund	2,988,616	2,988,616	2,594,930	393,686
460 Leased Facilities Fund	927,353	927,353	731,771	195,582
500 Internal Service Funds	15,835,548	15,835,548	15,171,113	664,435
Total Expenditures	\$225,000,554	\$225,000,554	\$161,652,080	\$63,348,474

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	3,361,971	3,849,918
130 Convention Development Tax	661,789	1,027,704
150 Local Option Gas Tax	779,455	448,060
151 Infrastructure Surtax	2,131,959	1,757,900
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	6,472,604	27,100,511
182 Southend Increment Fund	2,554,498	11,729,496
410 Electric Utility	19,039,541	25,129,026
411 Natural Gas Utility	1,223,496	1,054,211
420 Water & Sewer Utility	6,539,642	10,664,683
423 Storm Water Management	666,138	3,966,580
430 Sanitation Fund	(542,976)	186,519
440 Golf Course Fund	890,943	1,041,225
460 Leased Facilities Fund	54,857	230,934
500 Internal Service Funds	225,788	281,976
Total	44,059,705	\$88,468,741



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date
September 30, 2023

Type of Investment	10/1/2022 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	9/30/2023 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	41,748,356	866,821	(363,473)	613,257	(86,084)	1,030,522	0	42,778,878	0.42%
Galliard Capital Management	45,506,539	1,591,226	(559,508)	432,197	(97,770)	1,366,145	7,500,000	54,372,684	0.60%
Garcia Hamilton & Associates	46,348,436	1,213,396	(711,540)	487,924	(100,705)	889,075	7,500,000	54,737,511	0.39%
State Pooled Investment Fund	32,420,623	1,593,893	-	-	-	1,593,893	(0)	34,014,515	0.67%
Florida Trust	29,312,861	1,364,572	-	-	-	1,364,572	(0)	30,677,433	0.57%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,599,391	439,514	-	-	-	439,514	0	13,038,905	0.18%
Operating Cash: Bank of America	20,569,228	552,974	-	-	(167,133)	385,841	(234,804)	20,720,265	0.16%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	228,512,159	7,622,396	(1,634,520)	1,533,378	(451,692)	7,069,562	14,765,196	250,346,916	3.00%
Pension: Salem Mutual Fund	55,463,746	2,378,639	2,204,117	3,453,560	-	8,036,317	(1,750,000)	61,750,063	8.60%
Pension: Sawgrass Asset Mgt	23,681,641	708,692	(1,276,938)	668,152	(79,626)	20,280	(0)	23,701,921	0.02%
Pension: Wells Capital	12,281,883	68,545	413,717	1,786,562	(70,940)	2,197,883	(250,000)	14,229,766	2.43%
Pension: JPMCB - Strategic Property Fund	6,819,791	-	-	(740,767)	-	(740,767)	-	6,079,024	-0.62%
TOTAL PENSION INVESTMENTS	98,247,060	3,155,876	1,340,896	5,167,508	(150,566)	9,513,714	(2,000,000)	105,760,774	9.78%
TOTAL CASH AND INVESTMENTS	\$326,759,219	\$10,778,272	(\$293,624)	\$6,700,886	(\$602,258)	\$16,583,275	\$12,765,196	\$356,107,690	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Luis Flores, Property and Procurement Officer, through Ashlie Gossett, Chief Financial Officer
DATE:	09/06/2023
SUBJECT:	Commercial Lease Agreement with Pavers and Pergolas LLC, for Property in the Industrial Park

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Parcel 722-E has been leased to Coastal Improvements since 2017. Pavers and Pergolass, LLC is a partner business operating out of the same space with Coastal Improvements. The current lease expires on September 30, 2023 and the tenants are seeking to have Pavers & Pergolas, LLC take over the lease on October 1, 2023. Pavers & Pergolas, LLC (Tenant) provides outdoor hardscape design and construction.

The proposed rent revenue is \$1,504.34 per month, which is based on 13,210 square feet of land at \$1.37 per square foot per annum.

Key provisions of this lease are as follows:

- The lease is for five years and renewable for up to five additional three-year terms.
- Either party may terminate the lease with advance written notice.
- The rent will increase by 4% annually on October 1.
- The Tenant is responsible for ad valorem and property taxes.

FINANCIAL IMPACT

Revenues received from the City's Industrial Park are used to fund technology purchases such as annual license agreements and computer replacements.

REQUESTED ACTION

Approve a Commercial Lease Agreement with Pavers and Pergolas, LLC, for property in the Industrial Park

ATTACHMENTS

1. Lease Agreement Pavers and Pergolas Effective 10-1-2023 - tenant signed

**CITY OF JACKSONVILLE BEACH
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into this 1st day of October, 2023, by and between the City of Jacksonville Beach, Florida (hereinafter, "Lessor"), whose principal address is 11 North Third Street, Jacksonville Beach, FL 32250, and Pavers and Pergolas, whose principal address is 722-E 10th Street South, Jacksonville, Florida, 32250 (hereinafter, "Lessee").

I. PREMISES

In consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, Lessor does hereby lease to the Lessee certain premises in Jacksonville Beach, Duval County, Florida described as follows:

Industrial Park, located at 722-E 10th Street South, Jacksonville Beach, Florida 32250, which consists of 13,210 square feet (land) (hereinafter "Leased Premises").

II. RENT

Commencing on October 1, 2023 Lessee agrees to pay Lessor \$1,504.34 on the first day of each and every month as the Initial Rent for the Leased Premises. Such Initial Rent shall increase by 4% on October 1, 2024, and shall increase by 4% of the then current monthly rent on October 1 of each and every year thereafter.

A late fee in the amount equal to 1.5% of the current monthly rent due shall be assessed against the Lessee if the full amount of monthly rent due has not been received by the Lessor by the 8th day of each month.

Lessor shall make rent payable and delivered to:

City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250.

III. LEASE TERM

The initial term of this Lease shall be five years, commencing on October 1, 2023 and terminating on September 30, 2028, unless earlier terminated subject to the terms and conditions of this Lease ("Initial Term"). Lessor hereby grants the option to renew this Lease for five additional three-year terms, for a maximum lease period of no more than 20 years. For any renewal period, Lessee may only exercise the option to renew for the three-year term next succeeding the current term. Lessee shall exercise the option to renew by providing Landlord written notice of such intent no sooner than 90 and no later than 30 days prior to the expiration of the current term.

IV. TERMINATION OF PRIOR LEASEHOLD/TENANCY

Lessee agrees that this Lease shall operate to terminate any prior, unwritten, rental arrangement or use agreement between the Lessor and Lessee for the Leased Premises, and that the terms of this Lease shall govern the parties for any term hereof.

V. TERMINATION/EXPIRATION OF TERM/HOLDOVER PROVISIONS

Either party may terminate this Lease Agreement without cause and without penalty upon 90 days' written notice to the other as provided in article XVIII below.

At the termination or expiration of this Lease, Lessee shall remove all of its personal property from the Leased Premises and surrender the Lease Premises to the Lessor in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. If after seven calendar days from the date of termination or expiration the Lessee has failed or refused to remove all of its personal property from the Leased Premises, the Lessor shall have the right to remove such personal property from the Lease Premises, without liability to Lessee for any damage or loss of such personal property that may directly or indirectly result from Lessor's removal, at the cost and expense of the Lessee. Lessee agrees that Lessor shall at no time during or after this leasehold have a duty to protect the condition or provide for the safekeeping of Lessee's personal property. If Lessee holds over (fails or refuses to surrender possession of the Leased Premises) after the expiration or termination of this Lease, such tenancy shall be from month-to-month only and shall be payable at a monthly rate of two times the monthly rent due, as calculated under the provisions of Section II. No holding over by Lessee shall constitute or operate to extend any term of this Lease. Lessee agrees to pay any and all costs incurred by Lessor, including actual attorney's fees and legal expenses, arising out of or related to Lessee's failure or refusal to surrender the Leased Premises after the expiration or termination of this Lease.

VI. EVENTS OF DEFAULT/TERMINATION FOR DEFAULT

If the Lessee defaults in the performance of any obligation, covenant, or agreement in this Lease, and fails to correct or cure such default within 30 days of notice of default from the Lessor, the Lessor, at its sole option, may terminate this Lease, which shall be effective 15 calendar days after written notice of termination from the Lessor to Lessee.

VII. WAIVER OF DEFAULT

The Lessor's failure to act with regard to any default or breach by the Lessee of any obligation, covenant, or agreement in this Lease shall not constitute a waiver of any such obligation, covenant, or agreement or the waiver of any subsequent obligation, covenant, or agreement.

VIII. PERMITTED USE

Lessee may use the Leased Premises for the expressed purpose of providing office space to perform such functions commensurate with the services the Lessee renders to the public. No other uses or deviations will be permitted without consent of the Lessor. The Lessee shall not use the Leased Premises for any unlawful use nor in any manner that is in violation of local or state law or regulation. Lessee agrees to comply with all federal, state, and local laws and regulations that apply or may apply to Lessee's possession and use of the Leased

Premises.

IX. "AS-IS" DELIVERY, IMPROVEMENTS, MAINTENANCE, AND REPAIR

Lessor shall deliver, and the Lessee agrees to accept, the Leased Premises "as is" "where is", except to the extent expressly provided in this Lease. The Lessee shall, during the term of this lease and at the Lessee's sole expense, be responsible for all costs and expenses, whether foreseen or unforeseen, of any improvements, repairs, services, and utilities required to operate and maintain the Leased Premises, including HVAC system repairs. Lessee agrees to keep the interior of the Leased Premises in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. The Lessee shall be responsible for and pay for any damage to the Leased Premises caused by said Lessee.

Lessor shall maintain and keep in repair the exterior of the Leased Premises during the terms of this lease and shall be responsible for the replacement of all windows broken or damaged in the Leased Premises, except such breakage or damage caused to the exterior of the Leased Premises by the Lessee, its officers, agents, or employees.

X. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the Leased Premises during this lease shall be at the sole risk of the Lessee, and the City shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the Leased Premises. The City shall be held harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, arising out of this Lease unless such claims are a result of the Lessee's sole negligence.

XI. INSURANCE AND INDEMNIFICATION

- a. Commencing on October 1, 2023, and continuing until the expiration or termination of this Lease and at Lessee's sole cost and expense, Lessee shall procure, maintain, and pay for a Commercial General Liability insurance policy providing coverage which protects Lessor and Lessee from claims arising from bodily injury, property damage, operations, premises, and fire liability. This insurance policy shall have a combined single limit of not less than \$2,000,000.00. The City of Jacksonville Beach shall be named as an "additional insured" under said policy. Lessee shall ensure that Lessor is provided a minimum of 30 days' notice of any policy change or amendment, including cancellation. Lessee's insurance, including that applicable to Lessor as an additional insured, shall apply on a primary basis and any other insurance maintained by Lessor shall be in excess of and shall not contribute with Lessee's insurance.
- b. Commencing on October 1, 2023, and continuing until the expiration or termination of this Lease and at Lessee's sole cost and expense, Lessee shall provide, maintain, and pay for a property insurance policy providing coverage for the Leased Premises, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable value thereof. Deductibles for all perils shall not be greater than \$1,000.00. The policy shall be endorsed to make any loss payments payable jointly to Lessor and Lessee.

for losses covered under such policies. Lessee shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed building, improvements, betterments, and equipment; otherwise, the entire proceeds of such policy shall become payable to Lessor.

- c. Lessee shall provide Lessor with certificates of insurance stating that the required coverages are in force within 10 days after execution of the Lease, and annually thereafter. Lessee shall supply proof of insurance subject to all requirements of this Section to Lessor for any Lessor-approved subleases at the inception of the sublease and annually thereafter as long as the sublease remains in effect.
- d. Recognizing the extended term of this Lease, Lessor agrees that Lessee shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in Lessee's use of the premises, measurable changes in local and national economic indicators, and changes in City policies and procedures.
- e. No oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements herein shall constitute the Lessor's approval of the Lessee's insurer or insurance coverage or shall alter in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.
- f. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations herein provided shall also extend to claims arising during any term of this lease and asserted after the expiration or termination of this Lease.

XII. JANITORIAL AND WASTE COLLECTION SERVICES

Lessee shall be responsible for the cost and expense of any janitorial supplies and services utilized for the Leased Premises. The Lessee must furnish the Lessor with the name of any janitorial service utilized by the Lessee during any term of this Lease. The Lessee agrees that the Lessor reserves the right for Lessor and/or its authorized representative(s) to enter the Leased Premises to inspect and to ensure the facility's use is in conformance with the authorizations of this Lease, and is maintained in a clean, sanitary condition upon 24 hours' prior notice, unless such notice is deemed unreasonable to protect the Leased Premises, as shall be determined in the Lessor's sole discretion.

Lessee shall be responsible for the cost and expense for the collection and removal of all rubbish, refuse, solid waste, yard waste, recyclables, noncombustible refuse, construction and demolition debris, industrial waste, hazardous waste, and/or pathological waste, that originates from the Leased Premises during any term of this Lease. If in order for the Lessee to comply with its duty to collect and remove solid or hazardous waste from the Leased

Premises the Lessor must perform any related act, the Lessee agrees to reimburse the Lessor for any cost or expense indirectly or directly resulting from such act. Lessee agrees to remit such reimbursement to the Lessor within 30 days of Lessor's demand for payment.

XIII. UTILITIES

The Lessee will promptly pay all water, sewer, garbage, and electricity or charges which may become payable during the term of this Lease for the water, sewer, garbage and electricity used by the Lessee on the Leased Premises. The City will provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, water, sewer, and garbage.

XIV. TAXES

Lessee shall pay and be responsible for all applicable taxes (including ad valorem taxes), payments in lieu of taxes, assessments, levies, fees, water and sewer charges, foreseen and unforeseen, which are or may be imposed upon the Leased Premises.

XV. FIRE AND OTHER HAZARDS

In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, the Lessor at its option may forthwith repair the damage to such Leased Premises at its own cost and expense.

XVI. SUBLETTING AND ASSIGNMENT

The Lessee shall not sublet or assign all or any part of the Leased Premises without the prior written consent of the Lessor, which may give or withhold such consent as it deems in the best interest of the Lessor, in its sole discretion. Any sublease made or assignment given by the Lessee without Lessor's written consent shall constitute a default by the Lessee and be voidable at the Lessor's election.

XVII. AUTHORITY OF CITY MANAGER TO RENEW

If renewed pursuant to the expressed terms of this Lease, the City Manager is authorized to agree to any period of renewal up to the maximum renewals authorized herein. Any new lease entered into between the Lessor and Lessee shall be approved by the City Council.

XVIII. NOTICES

The Lessor hereby designates the City Manager or the City Manager's designee as its official representative with the full power to represent the Lessor in all dealings with Lessee in connection with this Lease agreement and the Leased Premises. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of the Lease.

Notice to the Lessor as herein provided shall be sufficient if sent by registered mail, postage paid, to the General Supervisor, Property Management Division, City of Jacksonville Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at the address of the

Leased Premises or such other addresses as may be designated by the Lessor or Lessee in writing from time to time.

XIX. ENTIRE AGREEMENT

Lessor and Lessee understand and agree that no oral arrangements or agreements between them shall affect, supersede, amend, or cancel any term of this Lease, and that this Lease contains all of the terms, obligations, covenants, conditions, and warranties related to the Lessee's possession, use, and occupancy of the Leased Premises and that no term herein may be modified, deleted, or added except in writing and signed by the parties.

XX. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of the Lease agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Lease agreement.

XXI. GOVERNING LAW

The terms of this Lease shall be governed by the laws of the State of Florida. Lessor and Lessee agree that in the event of a dispute, the courts of Duval County, Florida shall have personal and subject matter jurisdiction over the parties.

***REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, we the LESSOR and LESSEE have hereunto affixed our hands and ~~sets~~

LESSOR - CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin
Title: City Clerk
Date: _____

Sign: _____
Print: Christine H. Hoffman
Title: Mayor
Date: _____

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

Sign: _____
Print: Michael J. Staffopoulos
Title: City Manager
Date: _____

LESSEE – PAVERS and PERGOLAS, LLC

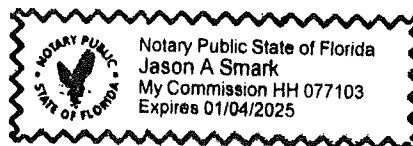
Sign: [Signature]
Print: JAMES H. COXER JR.
Title: PRESIDENT
Date: 9/5/23

(Signature of person with authority to legally bind Pavers & Pergolas, LLC)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of SEPTEMBER, 2023 (year), by JAMES COXER [NAME], PRESIDENT [TITLE] of The Pavers & Pergolas, LLC., a Florida Corporation, on behalf of the corporation, who is: ☐ personally known to me; or ☒ has produced FL DRIVERS LICENSE [type of identification] as identification.

[Signature]
Notary Public
My commission expires: 1/4/2025



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Taylor Mobbs, CRA Coordinator
DATE:	09/18/2023
SUBJECT:	Approve the amendment to the original scope and fee with Halff Associates, Inc. for additional design and engineering services for Latham Plaza

BACKGROUND

In November 2022, City Council approved a scope and fee with Halff Associates, Inc (Halff) in accordance with RFQ No. 08-2122 for design and engineering services for Latham Plaza. Once Halff developed a design concept, staff presented the concept to the Community Redevelopment Agency (CRA) and the City Council; and held two public outreach meetings.

Based on the feedback received from those meetings, staff worked with Halff to create an amended version of the original proposed concept for this project. Halff has provided a scope and fee for the requested additional services, which will include a refined conceptual design and assistance with additional public meetings to inform the community of the changes to the proposed design.

This amended scope and fee were approved by the CRA at their regular meeting held on September 25, 2023.

FINANCIAL IMPACT

On November 21, 2022, the City Council approved a scope and fee with Halff Associates in accordance with RFQ No. 08-2122 to provide design and engineering services for Latham Plaza. Funding for the additional professional services detailed in the task letter from the vendor dated September 12, 2023 in the amount of \$42,500 is available in the Downtown Tax Increment Fund FY2024 professional services budget. No modifications are required.

REQUESTED ACTION

Approve the amendment to the original scope and fee with Halff Associates, Inc. for additional design and engineering services for Latham Plaza

ATTACHMENTS

1. Latham Plaza AdService



September 12, 2023
AVO P52669.002

Taylor Mobbs
Project Manager
City of Jacksonville Beach
2508 South Beach Parkway
Jacksonville Beach, Florida 32250

Email: tMobbs@jaxbchfl.net

**RE: Task Letter for Professional Services for
City of Jacksonville Beach/Latham Plaza – Seawalk Pavilion Updated Conceptual Design
Jacksonville Beach, Florida**

Dear Ms. Mobbs,

HALFF Associates, Inc. (HALFF) is pleased to submit our proposal to the City of Jacksonville Beach (CLIENT) to provide Professional Services for the referenced site, more specifically described as follows:

Site Location:

Address: Latham Plaza – SeaWalk Pavilion
City: Jacksonville Beach County: Duval State: FL

Absent a fully executed form of contract to contrary, once signed by you or your authorized representative, this Task Order ("the Agreement") shall, for all purposes, constitute a binding contract upon Customer (CLIENT) and HALFF Associates, Inc. (HALFF). This agreement will comply with terms and conditions of the Master Services Agreement executed between CLIENT and HALFF dated _____. In addition, once signed by you or your authorized representative, this Agreement shall serve as the Notice to Proceed with the work identified herein. The abbreviated project description, scope of services, CLIENT's responsibilities, schedule, compensation, and contract conditions are as follows:

Project Understanding:

HALFF understands that the CLIENT would like to engage in professional services related to preliminary budget estimating, and due diligence for the development of Latham Plaza – Seawalk Pavilion venue in Jacksonville, Florida, located at 161 Beach Boulevard. If HALFF's understanding is incorrect or requires clarification, please contact us immediately so we can revise this Proposal.

We have developed a scope of work, fee schedule and terms of agreement for the proposed project, shown in the attached exhibits as follows:

- **Exhibit A Scope of Services**
- **Exhibit B Exclusions**
- **Exhibit C Fee Summary and Hourly Rates**

We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Joe Loretta", is written over the typed name and title.

Joe Loretta, PLA, LEED®AP-BD+C
Vice President/Operations Manager, Jacksonville

EXHIBIT A SCOPE OF SERVICES

PHASE 100: PROJECT MANAGEMENT / CLIENT AND OTHER EXTERNAL COMMUNICATION PRESENTATIONS

1. HALFF envisions this project lasting 4 months from the notice to proceed and has fees accommodated for this time schedule.
2. HALFF will meet up to four times with City Staff to discuss the updated progress on the revised conceptual development. HALFF envisions one initial in-person meeting and remaining meetings via TEAMS.
3. Staff will meet with local vendors as necessary and then the CRA and Council to present the final plan and concepts.

PHASE 200: REFINED CONCEPTUAL SITE PLAN

1. HALFF will collaborate with the Client in our first in-person meeting as described above. We will review the meeting notes from the Community, the CRA, Council Representatives and the events promoters to develop a refined conceptual site plan.
2. This conceptual site plan will be drawn in AutoCAD and will have individual callouts for items that are identified within the site plan.
 - a. Elements to be included maybe but are not limited to pavement, lawn, landscape, shade structures, water feature, lighting, benches, trash receptacles, play features, etc.
 - b. The plan will be provided for review with festival tents / layout shown, and outside of festival events.
3. HALFF present refinement of the conceptual site plan on a montly basis with City Staff and any additional individuals they wish to include in these meetings as described within Phase 100.
4. HALFF will prepare two rendered site plans illustrating the updated Conceptual Site Plan. One will be shown during festivals and one not during festivals.

III. CLIENT'S RESPONSIBILITIES

- A. Payment of all impact, review and permitting fees.
- B. Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- C. The CLIENT shall provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.
- D. The CLIENT will advertise for any public meetings and provide venues HALFF shall attend.
- E. Provide HALFF with existing topographic survey data in the CLIENT's possession.
- F. Provide HALFF with existing public opinion survey data regarding the current and future programming of Latham Plaza in the CLIENT's possession.
- G. Keep HALFF informed of any changes to codes, regulations, policies, planning or desired programming that impacts the feasibility of conceptual and future design efforts.
- H. Provide HALFF with consolidated and coordinated review comments in Word or Excel.
- I. CLIENT shall provide timely responses to HALFF request for information.

IV. SCHEDULE

Upon receipt of a fully executed copy of this Agreement, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. HALFF acknowledges that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

EXHIBIT B EXCLUSIONS

HALFF's Scope of Services expressly does NOT include the following services which are the obligation of the CLIENT or others as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the CLIENT.

1. Environmental services.
2. Regulatory authority meeting fees, filing fees and submittal fees.
3. Recording of utility easements or other materials.
4. Environmental impact and cultural statements and assessments
5. Jurisdictional waters of the US determination.
6. Flood studies, conditional or final FEMA Letter of Map Revision.
7. Endangered species or wetland impact permitting.
8. Traffic studies.
9. Offsite roadway design, access, and right-of-way permitting services.
10. Subsurface Utility Engineering.
11. Offsite infrastructure capacity studies/assessments/analysis/designs.
12. Quality control and material testing services during construction.
13. Revisions to the plans requested by the Client after the plans are approved unless necessitated by discrepancy in the plans.
14. Civil engineering services.
15. Structural engineering.
16. Mechanical, Electrical, Plumbing (MEP) engineering.
17. Geotechnical engineering.
18. Opinions of probable costs.
19. Construction Administration or Observation (CA/CO).
20. LEED Services.
21. Sign design and permitting.
22. 3D modeling and renderings and/or animated videos unless otherwise noted.
23. Any services not specifically outlined in this scope.

EXHIBIT C FEE SCHEDULE AND HOURLY RATES

Our fees for the described services are outlined in the following table. Lump Sum Fees and/or Hourly Fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost-plus fifteen percent (15%) for handling but will not exceed the reimbursable amount without prior written authorization.

Lump Sum fees will be invoiced monthly based on the status of each task (percent complete). Hourly Services will also be invoiced monthly based on the current hourly rates for the actual personnel involved in the tasks.

The CLIENT shall pay HALFF the following fees for its services:

Professional Services Fee Summary

PHASE	Description	Subtotal
100	Project Management	\$ 4,000.00
200	Refined Conceptual Site Plan	\$ 37,500.00
	Reimbursable Expenses	\$ 1,000.00
TOTAL:		\$ 42,500.00

SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT, other than those specifically listed in the Exhibit A, and which are agreed to be performed by HALFF by written addenda to this Agreement, shall be considered Additional Services. The CLIENT shall compensate HALFF at an agreed upon lump sum fee or based on current hourly rates for the actual personnel involved in the tasks (Hourly Services). Hourly Services will be invoiced based on the Hourly Billing Rates.



EXHIBIT D: AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement constitutes our understanding of the work and our relationship under this project, and may only be modified in writing, signed by both parties. The signature below authorizes the work herein described to proceed and does so on behalf of the Signatory and on behalf of CLIENT, the Owner of the land or property upon which the work is to be performed and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land. The signature below further authorizes HALFF to serve notice to Owner of the land under this Agreement in accordance with Official Code of Florida. This Agreement is only valid if signed by both parties within thirty (30) days from the date of transmittal. This agreement will comply with terms and conditions of the General Services Agreement executed between Jacksonville Beach and HALFF dated _____.

Approved:
HALFF ASSOCIATES, INC.

Approved:
CITY OF JACKSONVILLE BEACH, FLORIDA

Joseph Loretta, PLA Date
Operations Manager - Jax

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	09/18/2023
SUBJECT:	Donation of a Beach Wheelchair from Mayo Clinic ALS Rehab

BACKGROUND

The Mayo Clinic's Rehabilitation Medicine Center would like to donate a beach wheelchair for disabled persons to access the beach.

The wheelchair is made of Healthcare Grade PVC that will not rust or corrode. All hardware is stainless steel and aluminum. The wheels have twelve inch balloon tires that roll easily over soft sand or rough surfaces.

We currently have two adult wheelchairs and one children's wheelchair that are kept at the Lifesaving Station. Wheelchairs are available to the public on a first-come, first-serve basis.

FINANCIAL IMPACT

The value of this donation is approximately \$1,100

REQUESTED ACTION

Accept the donation of a beach wheelchair from Mayo Clinic ALS Rehab

ATTACHMENTS

1. Photos of Mayo Clinic Beach Wheelchair Donation

Mayo Clinic – Beach Wheelchair Donation







CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	09/15/2023
SUBJECT:	Resolution No. 2156-2023 Approving Name Change for Huguenot Park

BACKGROUND

Resolution 2061-2020 provides the City Council, by majority vote, with the final authority to name and rename all City buildings and facilities.

In October 2021, the City Council voted to change the name of the Huguenot Tennis Center to Jax Beach Tennis Club.

In March this year, community residents, including city staff, held further meetings relating to a change in name for Huguenot Park. The overall objective was to seek a name that would:

- Identify the park environment;
- Be descriptive and inviting;
- Be unique; and
- Avoid cause for confusion.

At the City Council briefing held on September 11, 2023, the City Council discussed renaming Huguenot Park to Fountain View Park based on several community outreach conversations. It was the consensus of the City Council at the aforementioned briefing to rename Huguenot Park to Fountain View Park.

FINANCIAL IMPACT

Signage at the park will be updated to reflect the new name. The estimated cost has not yet been determined.

REQUESTED ACTION

Adopt Resolution 2156-2023 approving the name change for Huguenot Park to Fountain View Park

ATTACHMENTS

1. Application to Rename Huguenot Park
2. Resolution No. 2156-2023

City of Jacksonville Beach Building/Facility Naming or Renaming Application

Applicant Name: City of Jacksonville Beach – Parks and Recreation
Address: 2508 South Beach Parkway, Jacksonville Beach, FL 32250
Phone: 904-247-6236
E-Mail: Recreation@jaxbchfl.net

Location of City building or facility to be named or renamed: Huguenot Park 218 16th Avenue South, Jacksonville Beach, FL 32250

Honoree to be Recognized: n/a

Proposed Name: Fountain View Park

Please Check all that apply:

Please provide date of death for Honoree: n/a _____ (mm/dd/yyyy)

n/a The Honoree made lasting and significant* contributions to the protection of natural or cultural resources for the City of Jacksonville Beach.

n/a The Honoree made substantial contributions* to the betterment of a specific City facility or park consistent with the established standards for that facility or park.

n/a The Honoree made substantial contributions* to the advancement of recreational opportunities within the City of Jacksonville Beach.

n/a The Honoree was associated with an economic development or redevelopment activity within the City of Jacksonville Beach.

n/a The Honoree had a positive impact on the lives of residents of the City of Jacksonville Beach.

n/a The Honoree volunteered 10 or more years of service to the community.

***Please provide additional information as to how/why the contribution of the Honoree was significant or substantial not to exceed two typed pages.**

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2156-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING A NAME CHANGE FOR HUGUENOT PARK TO FOUNTAIN VIEW PARK; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on August 17, 2020, the City Council adopted Resolution No. 2061-2020 adopting a policy for the City Council to review and approve requests for naming and renaming City buildings and facilities; and

WHEREAS, according to the policy, the City Council, by majority vote, has the final authority to name and rename all City buildings and facilities; and

WHEREAS, at the regular City Council meeting held on October 4, 2021, the City Council approved an application for renaming Huguenot Tennis Center to Jax Beach Tennis Center; and

WHEREAS, at the City Council briefing held on September 11, 2023, the City Council discussed renaming Huguenot Park to Fountain View Park based on several community outreach conversations; and

WHEREAS, it was the consensus of the City Council at the aforementioned briefing to rename Huguenot Park to Fountain View Park.

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. Renaming City Buildings and Facilities. The City Council hereby approves the renaming of Huguenot Park to Fountain View Park.

SECTION 3. Repeal of Prior Inconsistent Resolutions. All prior resolutions, parts of resolutions or Council decisions in conflict herewith are repealed to the extent of the conflict.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. Effective Date. This Resolution shall become effective on January 1, 2024.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, MAYOR

Sheri Gosselin, CITY CLERK

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	09/27/2023
SUBJECT:	Resolution No. 2158-2023 Statewide Mutual Aid Agreement

BACKGROUND

The State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency. Florida Statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area. Adoption of this resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes, among political subdivisions within the State.

FINANCIAL IMPACT

Financial impacts for use/receipt of services under this Agreement are addressed in Article VII. Reimbursement.

REQUESTED ACTION

Adopt Resolution No. 2158-2023 adopting the 2023 Statewide Mutual Aid Agreement

ATTACHMENTS

1. Resolution No. 2158-2023
2. Attachment A - 2023 Statewide Mutual Aid Agreement

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2158-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING THE 2023 STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF CONFLICTING RESOLUTIONS AND CITY COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, Florida Statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, adoption of this resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes, among political subdivisions within the State.

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. Adoption of the 2023 Statewide Mutual Aid Agreement. In order to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster, the City Council hereby adopts the 2023 Statewide Mutual Aid Agreement, which is attached hereto as Attachment A and incorporated by reference, and authorizes the Mayor and City Manager to execute the same.

SECTION 3. Repeal of Prior Inconsistent Resolutions and City Council Decisions. All prior resolutions, City Council decisions, or parts thereof in conflict with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this _____ day of _____, A.D. 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Resolution No. 2158-2023 Attachment A



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

County Attorney

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	07/20/2023
SUBJECT:	Bid No. 2223-10 Wastewater Treatment Facility Biosolid Dewatering System Upgrade for Construction and Construction Administration Services

BACKGROUND

The Pollution Control Plant (PCP) currently uses a belt press system for residual (Sludge) dewatering. This facility was installed in 1996. It included a steel building with a lean-to, a stairway with a platform, an overhead conveyor system for truck loading and a 1.5 meter belt filter press with appurtenances. The building, lean-to, and stairs/platform have significantly deteriorated due to corrosion from exposure to sludge operations. During the PCP upgrade in 2009, the building's "skin" was removed and replaced with concrete blocks. The roof, ventilation fan structure, and metal supports (plus the previously mentioned stairs and lean-to) are deteriorated to the point that structural integrity is questionable. Due to the age of the facility (27 years), the belt press and conveyor are at the end of their useful life.

Staff worked with Hanson Engineering in 2022 to complete a study of available technologies and solutions for a sludge dewatering facility, including evaluations of a centrifuge system, a belt press system, and screw press system. The study recommended retaining a belt press system for our application. In July of 2022, City staff recommended pursuing design services with Wright-Pierce for this project. The design installs a dual train belt press system with a dual train polymer system to address redundancy and resiliency concerns with our existing single train system. This gives us the ability to run one train for processing, alternate trains for maintenance and repairs, as well as operate both trains simultaneously to allow faster, or additional processing capacity. The bid also contained a bid alternate A for the activated carbon odor control system.

The original cost estimate for this project was \$1.4M from the original study completed by Hanson in February of 2022. The preliminary cost estimate from Wright-Pierce at the project onset was between \$2.7M and \$3.3M in May of 2022. The cost estimate for the FY2023 budget was placed at \$1.5M originally in February of 2022. With rising capital costs, equipment costs, lead times, additional post-covid personnel and raw material costs, this project estimate at 75% construction moved to \$4.8M in April of 2023. At the completion of the 95% design, the estimate had increased to \$5.7M. At the time of the bid, the engineers' estimated opinion of cost increased to \$7M.

This project was successfully bid under the City's Procurement Division in July/August of 2023. The City received two bids; the highest being \$12,562,221, the lowest being \$8,298,721. These bid amounts include the bid alternate A for the odor control system installation. City staff and the Wright-Pierce engineering consultant team recommend accepting the bid from Sawcross, Inc., for an amount of \$8,298,721 as the lowest responsible bidder. Staff recommends adding a 10% contingency, for an amount not to exceed \$9,128,593, and that Contract Administration be completed by Wright-Pierce with a 10% contingency, for an amount not to exceed \$309,808.

		Cost	10% Contingency	Total
Sawcross, Inc.	Construction	\$8,298,721	\$829,872	\$9,128,593
Wright-Pierce	Construction Admin.	\$281,644	\$28,164	\$309,808
				\$9,438,401

To review original documents for Bid No. 2223-10, click [HERE](#).
To review the response from Sawcross, Inc., click [HERE](#).

FINANCIAL IMPACT

Remaining available monies plus unused contingency dollars from previously obligated projects in the American Rescue Plan Act (ARPA) Grant fund are estimated to be no more than \$628,854. The remaining balance of up to \$8,809,547 will be funded by Water/Sewer Fund operating reserves and the budgets in both funds will be adjusted at mid-year.

The Public Works Department continues to apply for Florida Department of Environmental Protection grants to help offset funding for this project.

REQUESTED ACTION

1. Award/Reject Bid No. 2223-10 Wastewater Treatment Facility Biosolid Dewatering System Upgrade for Construction to Sawcross, Inc., for an amount not to exceed \$9,128,593; and
2. Award/Reject Construction Administration Services to Wright-Pierce for an amount not to exceed \$309,808

ATTACHMENTS

1. Construction Admin - WP
2. Dewatering Bid Evaluation
3. Bid 2223-10 Bid Tabulation
4. Bid 2223-10 Response Summary

July 18, 2023
WP Project #: 21185

Mr. Dennis Barron, Director of Public Works
City of Jacksonville Beach, Florida
1460-A Shetter Avenue
Jacksonville Beach, FL 32250

**SUBJECT: Wastewater Treatment Facility Biosolids Dewatering System Upgrade
Scope of Services for Construction Phase Engineering Services
Under Contract Agreement RFQ 06-2021 – Continuing Professional Engineering Services
City of Jacksonville Beach, FL**

Dear Mr. Barron,

Wright-Pierce (WP) would like to thank the City of Jacksonville Beach (City) for the opportunity to submit this proposal/amendment to provide construction phase engineering services for the Jacksonville Beach Wastewater Treatment Facility (WWTF) Biosolids Dewatering System Upgrade project. This proposal presents our understanding of the scope of services the City desires, proposed fee, and anticipated schedule to complete the work.

BACKGROUND

In August 2022, the City of Jacksonville Beach retained WP to perform conceptual, preliminary, and final design; permitting; and bidding phase services for a new biosolids dewatering system to be installed at the Jacksonville Beach WWTF. This work is being performed under City PO# 221138. WP will complete the design and permitting phases of the project (signed and sealed Bid Drawings and Specifications) by July 18, 2023, and the City anticipates advertising for competitive bids on July 26, 2023. The City's goal is to receive bids and obtain City Council approval to award the project by the end of September 2023.

The Biosolids Dewatering System Upgrade project will consist of the following components:

- Demolition of the existing Belt Filter Press Building and all existing dewatering equipment;
- Repurposing of the existing dewatering feed pumps and installation of new variable frequency drives (VFDs) for the existing pumps;
- Installation of a new Dewatering Building, including concrete foundation, and masonry/steel building with metal roof;
- Installation of two, 2.0-meter belt filter presses (BFPs) and polymer make-up systems;
- Installation of two biosolids transport screw conveyors and one truck loading screw conveyor with multiple discharge points;
- Installation of a new truck loading canopy and loading pad;

- Installation of new reuse water booster station for BFP wash water;
- Installation of new BFP control system and Dewatering Control Panel, and integration of the new controls into the existing WWTF SCADA control system;
- Miscellaneous site piping, grading, and paving; and,
- Miscellaneous electrical feed and distribution systems.

The project also includes a Bid Alternate for the installation of a new odor control system for the Dewatering Building. This Bid Alternate may or may not be executed depending upon the bid pricing received from General Contractors.

The City requested that WP provide this construction phase engineering services proposal to provide construction administration services as well as part-time Resident Project Representative services during construction. Based on our understanding of the City's goals for the construction phase of the project, WP proposes the following Scope of Services:

SCOPE OF SERVICES – Task 5 Construction Phase Services

Task 5.1 – Construction Administration

1. Provide the following construction administration services:
 - a. Pre-Construction Meeting:
 - i. Attend on-site pre-construction meeting.
 - ii. Draft and submit meeting minutes for review.
 - iii. Submit final meeting minutes.
 - b. Construction Progress Meetings:
 - i. Attend on-site construction progress meetings at the City of Jacksonville Beach WWTF. Assume 1 progress meeting per month or a total of 12 meetings. This meeting will be held in the Contractor's construction trailer at the project site.
 - ii. Draft and submit meeting minutes for review.
 - iii. Submit final meeting minutes.
 - c. Specialized Project Meetings:
 - i. Attend three specialized construction meetings (Pre-Concrete, Electrical, Pre-Startup Meeting). The meetings will be held virtually via MS Teams.
 - ii. Draft and submit meeting minutes for review.
 - iii. Submit final meeting minutes.
 - d. Review Shop Drawings:
 - i. Receive, review, evaluate, and distribute shop drawings within 14 calendar days of receipt of the shop drawings. Expected number of shop drawings is approximately 60, which includes resubmittals. For this task, Wright-Pierce has assumed an average of two submittal reviews per shop. For the purposes of this proposal, we have assumed that Bid Alternate A will not be executed, and our review of shop drawings associated with Bid Alternate A has not been included in this scope of services.

- e. O&M Manuals:
 - i. Receive, review, evaluate, and distribute O&M manuals within 14 calendar days of receipt of the shop drawings. Expected number of manuals is 18.
- f. Requests for Information (RFI):
 - i. Receive, review, and evaluate RFIs. Submit RFI response to Contractor and the City. Expected number of RFIs is 12.
- g. Change Orders:
 - i. Review Contractor's change order request if requested by the City. For this task, we have assumed that Wright-Pierce will review 4 change orders.
- h. Attend initial start-up, training, and operation for each equipment system:
 - i. No. of startups is estimated to be 8.
 - ii. Review and comment on the equipment manufacturer's report and certification documents.
- i. Substantial Completion Walk-Through with City:
 - i. Overall engineer of record to conduct a walk through to visually assess the project completion.
 - ii. Process or mechanical, instrumentation and electrical engineers of record to conduct a walk through to assess the project completion.
 - iii. Create a punch list.
- j. Final Walk-Through with City:
 - i. Overall engineer of record will conduct the final walk through to confirm and verify the completion of the punch list.
 - ii. Instrumentation and Electrical engineers of record will conduct the final walk through to confirm and verify the completion of the punch list.
- k. Permitting:
 - i. Prepare and submit the following certifications to the FDEP at the completion of the project:
 - 1. Form 62-620.910(12): *Notification of Completion of Construction for Wastewater Facilities or Activities*
 - 2. Form 62-620.910(13): *Notification of Availability of Record Drawings and Final Operations and Maintenance Manuals*
 - ii. Any permit fees will be paid by the City.
- l. Construction Record Drawings:
 - i. Review at every contractor payment request the Contractor's construction red lines.
 - ii. Once accepted Contractor's construction red lines by the City, update Construction Record Drawings.
 - iii. At the end of the construction, prepare, and submit construction record drawings for City review.
 - iv. Incorporate City review comments and submit final construction record drawings.
- m. Materials Testing
 - i. We have included a \$10,000 cash allowance in this scope of services for construction materials testing, including:

7/18/2023

Mr. Dennis Barron, Director of Public Works

Page 4 of 5

1. Subgrade compaction testing
 2. Concrete testing
 3. Pavement testing
- ii. For the purposes of this proposal, we have assumed that Meskel & Associates Engineering will be subcontracted under Wright-Pierce to perform this testing.

Task 5.2 – Resident Project Representative

Based on discussions with the City, WP will provide a part-time resident project representative (RPR) to conduct periodic site visits and observations during construction. Such services will be billed on an hourly basis, as needed, and will be inclusive of all reimbursable expenses and Engineer's Consultant charges, if any. The total compensation under this Task is estimated to be \$65,625.00, which is equivalent to 625 hours at a rate of \$105.00 per hour over the anticipated 12-month construction period (approximately 52 hours per month). The hourly rate will be adjusted annually to reflect equitable changes in the compensation payable to WP. Such change will not be effective unless concurred by the City.

Project Schedule

WP expects the selected Contractor to mobilize to the site to begin construction in approximately November 2023, with the construction phase lasting approximately 12 months. Final Completion is expected by the end of December 2024.

Fee Estimate

We propose to complete Tasks 5.1 and 5.2 on a time and materials, not to exceed sum of **\$281,644.00**. The table below summarizes the tasks and fees associated with this proposal.

Scope Item	Fee
Task 5.1 – Construction Administration	\$216,019
Task 5.2 – Resident Project Representative	\$65,625
TOTAL	\$281,644

7/18/2023

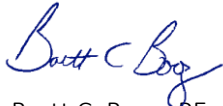
Mr. Dennis Barron, Director of Public Works

Page 5 of 5

We appreciate the opportunity to present this proposal to you and to serve the City of Jacksonville Beach on this important project. Should you have any questions or require additional information, please do not hesitate to contact me at 407.747.9935 or at the e-mail address listed below.

Sincerely,

WRIGHT-PIERCE

A handwritten signature in blue ink that reads "Bartt C. Booz".

Bartt C. Booz, PE

Senior Project Manager

bartt.booz@wright-pierce.com

CC: Steve Hallowell, WP
Dennis Davis, WP
Bill Young, WP

TABLE 1 - ESTIMATED HOURS AND FEE FOR
JACKSONVILLE BEACH WWTF BIOSOLIDS DEWATERING SYSTEM UPGRADE - CONSTRUCTION PHASE ENGINEERING SERVICES
PREPARED FOR: CITY OF JACKSONVILLE BEACH, FL
PREPARED BY: WRIGHT-PIERCE

		PIC	PM	CSM	PROCESS		MECHANICAL	CIVIL	ARCH	STRUCTURAL	ELECTRICAL	INSTRUMENTATION	RPR	ADMIN				
STAFF ----->		Principal-in-Charge	Senior Project Manager	Client Services Manager	Project Engineer	Process Designer	Mechanical Engineer	Civil Engineer	Architect	Structural Engineer	Electrical Engineer	Instrumentation Engineer	RPR	Office Assistant	Total Hours	Labor Cost by Task	Non-Labor Cost	TOTAL COST BY TASK
BILLING RATE----->		S. Hallowell \$231.90	B. Booz \$214.91	B. Young \$220.78	F. Martinez \$122.25	M. Wilson \$131.20	E. Carlman \$144.98	M. Hoffman \$126.18	J. Blackman \$127.92	J. Kellogg \$182.93	S. Conway \$205.26	R. Mecham \$166.59	K. Newman \$105.00	M. Watroba \$90.40	HOURS		(Expenses)	COSTS
TASK DESCRIPTIONS																		
5.1	CONSTRUCTION ADMINISTRATION	4	207	15	456	45	19	26	42	88	140	140	0	80	1262	\$197,169	\$18,850	\$216,019
	Pre-Construction Meeting (1)		8	3	12									2			\$750	
	Construction Progress Meetings (12)	1	80	12	150									12			\$3,000	
	Specialized Project Meetings (3)		6		6					6	6	6		3			\$200	
	Review Shop Drawings (60)	2	40		150		16	24	40	80	60	60		40			\$200	
	Review Manufacturer's O&M Manuals (18)		8		16		2				8	8		4				
	RFIs (12)		8		16		1	2	2	2	6	6		2				
	Change Orders (4)		2		12									1				
	Start-Up Training and Operation		40		60						40	60		8			\$3,000	
	Substantial Completion Walkthrough		8		12						12			2			\$500	
	Final Walkthrough		4		8						8			1			\$200	
	Permitting		2		8									1				
	Construction Record Drawings	1	1		6	45								4			\$1,000	
	Construction Materials Testing (Meskel & Associates)																\$10,000	
5.2	RPR SERVICES	0	0	0	0	0		0		0	0	0	625	0	625	\$65,625	\$0	\$65,625
	RPR												625					
TOTALS		4	207	15	456	45	19	26	42	88	140	140	625	80	1887	\$262,794	\$18,850	\$281,644

September 12, 2023

Mr. Dennis W. Barron, Jr. MBA
Director of Public Works
City of Jacksonville Beach, Florida
1460-A Shetter Avenue
Jacksonville Beach, FL 32250

**SUBJECT: City of Jacksonville Beach – Wastewater Treatment Facility Biosolids Dewatering System Upgrade Project
Bid Evaluation and Recommendation**

Dear Mr. Barron:

Wright-Pierce completed our review of the bids that were received on September 6, 2023 for the Biosolids Dewatering System Upgrade Project. This letter presents a summary of our findings. Two bids were received and reviewed; a combined bid tabulation is attached. Sawcross Incorporated (Sawcross) submitted the lowest total bid for the Biosolids Dewatering System Upgrade Project (\$8,298,721), which included \$7,763,721 for the Base Bid and \$535,000 for the Bid Alternate A activated carbon odor control system. The second bidder, United Brothers Development Corporation (United Brothers), was approximately 51% higher based on the total bid (\$12,562,221). Wright-Pierce suspects that there was an error in United Brothers' bid for Bid Item 2 (General Conditions, Mobilization & Demobilization), as this bid item was capped at 4% of the total amount of the Bid. However, correcting this error would not have changed the bid results. Neither bid fell within the range of the engineer's opinion of probable construction cost (\$5,869,000). Considering the current market difficulties in estimating construction costs, there are no apparent reasons to invalidate Sawcross' low bid.

Wright-Pierce did not contact references provided within Sawcross' bid package, as both Wright-Pierce and the City of Jacksonville Beach have direct experience working with Sawcross. Wright-Pierce worked with Sawcross on the City of Orlando Lift Station 45 Replacement Project, which was a \$6.97M project. Sawcross did an excellent job completing that project with minimal, non-Owner directed change orders. The City of Jacksonville Beach is also currently working with Sawcross on an on-going disinfection upgrade project at three of its facilities (Water Treatment Plant No. 1, Water Treatment Plant No. 2, and the Wastewater Treatment Facility). The City considers them responsible and responsive for projects of this nature. Therefore, repeat work with Sawcross at the City of Jacksonville Beach causes no concerns.

9/12/2023

Mr. Dennis W. Barron, Jr. MBA

Page 2 of 2

Wright-Pierce contacted Sawcross with questions on certain details of the bid provided. The questions and answers discussed are attached. It should be noted that Sawcross carried the package equipment pricing for the Alfa Laval/Ashbrook belt filter presses, Spirac shaftless screw conveyors, and VeloDyne polymer make-up/blending system. Wright-Pierce worked with all these equipment suppliers during design and are unaware of any substantive deviations from the bid specifications or issued addenda. A thorough evaluation of the equipment to be supplied will be conducted during the shop drawing review process to ensure adherence to the project specifications.

Sawcross' bid package is complete, properly executed, and appears to be in order in accordance with the bid package requirements. As a licensed contractor in the State of Florida and based on their previous project experience, Sawcross appears to possess the capabilities necessary to perform the type of work expected within the specified time limit. Therefore, we believe that this bid proposal is in conformance in all material respects to the invitation for bids and is a responsive bid. If the City decides to proceed with the project based on the lowest responsive bid, we can assist the City in developing a letter to Sawcross stating the City's intention to award the contract.

If you have any questions or comments on this bid evaluation, please contact me at 407.747.9935 or at the e-mail address noted below.

Sincerely,

WRIGHT-PIERCE, INC.

A handwritten signature in blue ink, appearing to read "Bartt Booze".

Bartt Booze, PE

Sr. Project Manager

bartt.Booze@wright-pierce.com

Enclosures: Combined Bid Tabulation
 Reference Check Documentation

Project Name/No.: **Jacksonville Beach Wastewater Treatment
Facility Biosolids Dewatering System Upgrade / 21185**

Bid Opening: **9/6/2023 2:00 PM**

Location: **Jacksonville Beach, FL**

ENG/PM: **Barth Booz**

Engineer's Estimate: **\$5,869,000**

Issuing Office: **Maitland Office**

601 S Lake Destiny Rd, Ste 290

Maitland, FL 32751

				BIDDER'S NAME			
BID QUANTITIES				Sawcross Inc.		United Brothers Development Corporation	
	Item	Qty.	UNIT	UNIT AMT	BID	UNIT AMT	BID
BASE BID							
1	City of Jacksonville Beach Building Permits	1	Allow.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	General Conditions, Mobilization & Demobilization	1	LS	\$ 320,000.00	\$ 320,000.00	\$ 3,266,000.00	\$ 3,266,000.00
3	Site Demolition, Site Work, Erosion Control & Site	1	LS	\$ 500,000.00	\$ 500,000.00	\$ 695,000.00	\$ 695,000.00
4	Yard Piping, Sewers and Drainage	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 1,015,000.00	\$ 1,015,000.00
5	Biosolids Dewatering System, Complete	1	LS	\$ 6,170,000.00	\$ 6,170,000.00	\$ 6,500,000.00	\$ 6,500,000.00
6	SCADA Integrator Allowance	1	Allow.	\$ 388,721.00	\$ 388,721.00	\$ 388,721.00	\$ 388,721.00
7	Record Drawings	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 37,500.00	\$ 37,500.00
8	Project Closeout Documentation	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00	\$ 75,000.00
9	Utility Conflict Removal/Resolution	1	Allow.	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID AMOUNT ITEMS (1 THROUGH 40)					\$ 7,763,721.00		\$ 12,037,221.00
BID ALTERNATE A - ACTIVATED CARBON ODOR CONTROL SYSTEM					\$ 535,000.00		\$ 525,000.00
TOTAL BID INCLUDING BID ALTERNATE A					\$ 8,298,721.00		\$ 12,562,221.00

CONTRACTOR EVALUATION

General Information

W-P Caller, Date/Time of Call:	Frances Martinez-Marrero, 9/7/2023 @ 3:30pm
Contractor Contact Name:	Kevin DiQuisto
Organization/ Address:	10970 New Berlin Road, Jacksonville, FL 32226
Phone and Email:	904-751-7500 ext. 114

Contractor Evaluation

- | | |
|---|--|
| 1. As the apparent low bidder, are you comfortable with the bid? Are there any omissions that you're aware of that would cause concern? | Yes, they are comfortable with and standing by the bid.
Nothing of concern; there were no errors or omissions in their bid. |
| 2. Who would be the superintendent intended for this project? Has this person worked with the City in the past? | The assigned superintendent is familiar with the City and working with them on a project at the moment. |
| 3. What other projects are they currently working with the City on? So we can summarize them in our letter. | Ongoing projects at both WTP #1 and #2, and the Wastewater Plant Sodium Hypochlorite Disinfection System. |
| 4. Does Sawcross intend to self-perform the concrete? | Yes. |
| 5. What manufacturer belt press was included in the bid? | Alfa Laval/Ashbrook. Sawcross carried the equipment package pricing from MTS Environmental (represented by Bob Beirhorst) which included the Alfa Laval/Ashbrook belt filter press, the Spirac screw conveyors and VeloDyne polymer blending system. |

Bid Tabulation
Public Works
Bid No. 2223-10 WWTF Biosolids Dewatering System Upgrade

				Sawcross Inc.		United Brothers Development Corporation	
ITEM NO.	DESCRIPTION OF WORK	EST. QTY.	UNIT	PRICE	AMOUNT	PRICE	AMOUNT
1	City of Jacksonville Beach Building Permits	1	Allow.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	General Conditions, Mobilization & Demobilization	1	LS	\$ 320,000.00	\$ 320,000.00	\$ 3,266,000.00	\$ 3,266,000.00
3	Site Demolition, Site Work, Erosion Control & Site	1	LS	\$ 500,000.00	\$ 500,000.00	\$ 695,000.00	\$ 695,000.00
4	Yard Piping, Sewers and Drainage			\$ 300,000.00	\$ 300,000.00	\$ 1,015,000.00	\$ 1,015,000.00
5	Biosolids Dewatering System, Complete	1	LS	\$ 6,170,000.00	\$ 6,170,000.00	\$ 6,500,000.00	\$ 6,500,000.00
6	SCADA Integrator Allowance	1	Allow.	\$ 388,721.00	\$ 388,721.00	\$ 388,721.00	\$ 388,721.00
7	Record Drawings	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 37,500.00	\$ 37,500.00
8	Project Closeout Documentation	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00	\$ 75,000.00
9	Utility Conflict Removal/Resolution	1	Allow.	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
	TOTAL BASE BID (ITEMS 1-9)				\$ 7,763,721.00		\$ 12,037,221.00
	BID ALTERNATE A – ACTIVATED CARBON ODOR CONTROL SYSTEM				\$ 535,000.00		\$ 525,000.00
	TOTAL BID INCLUDING BID ALTERNATE A				\$ 8,298,721.00		\$ 12,562,221.00

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

Public Works
Response Summary
Bid No. 2223-10 WWTF Biosolids Dewatering System Upgrade

Vendor	Section 00301							Addendum		00410 Bid Bond	00480 Non- collusion Affidavit	Local Business Tax Receipt	W-9	Qualifications	Notes
	00300B Bid Proposal Form	A	B	C	D	E	F	1	2						
Sawcross, inc.	X	X	X	X	X	X	X	X	X	X	X	a	X	X	
United Brothers Development Corporation	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

Legend:
a - Not included

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy
DATE:	09/07/2023
SUBJECT:	Resolution No. 2154-2023 Determination on PURPA (Public Utilities Regulatory Policies Act) Proposed Standards

BACKGROUND

The Public Utility Regulatory Policies Act (PURPA) is part of the National Energy Act enacted into law in 1973 in response to the energy crisis. It was meant to promote energy conservation and promote greater use of domestic energy and renewable energy. From time to time, new standards are added to PURPA that must be considered.

In this case, the two new PURPA standards adopted under the Infrastructure Investment and Jobs Act to be considered are: (1) Demand Response and Demand Flexibility, and (2) Electric Vehicle Charging Programs. While the PURPA standards are not mandatory, PURPA does mandate that all applicable utilities hold a public hearing to consider whether to adopt the standards. Generally, PURPA requires each applicable utility to consider the standards and make a determination about whether it is appropriate to implement each standard within the deadline. In this case, PURPA required each utility to begin consideration or set a hearing date by November 15, 2022, and to make a final determination on whether to adopt the proposed standards by November 15, 2023.

The procedures used by the utility for the consideration and determination of the standards are established by the utility. However, PURPA requires the City to consider the standards or set a hearing date before November 15, 2022. An initial discussion was held between the City Manager and the Director of Beaches Energy on October 21, 2022, at which time the item was scheduled to be discussed at the City Council Briefing on January 9, 2023; thus meeting the PURPA requirement.

During the January 9, 2023, Council Briefing, the following items were communicated to the City Council: background on the PURPA Act; procedural requirements and timelines for consideration; the two standards under consideration; and a suggested approach to satisfy PURPA requirements. It was the consensus of the Council to schedule a future hearing date to discuss the recently proposed standards and accept in-person comments from members of the public.

A Public Hearing was scheduled and held on June 20, 2023. The purpose of the hearing was to invite the public to speak in favor of or in opposition to adopting the two recently proposed PURPA standards. No member of the public came forward to speak about the proposed standards.

During a Council Briefing held on August 14, 2023, the City Manager and the Director of Beaches Energy provided an overview and implications of the standards to the City. It was the consensus of the City Council to direct staff to prepare a resolution not to adopt the two standards. The resolution requested is attached.



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

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Resolution No. 2154-2023 making a determination on PURPA (Public Utilities Regulatory Policies Act) proposed standards

ATTACHMENTS

1. Resolution No. 2154-2023
2. Resolution No. 2154-2023 - Attachment A

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2154-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, D/B/A BEACHES ENERGY SERVICES, MAKING A WRITTEN DETERMINATION ON THE IMPLEMENTATION OF THE PURPA STANDARDS CONTAINED IN THE INFRASTRUCTURE INVESTMENT AND JOBS ACT OF 2021; MAKING A DETERMINATION ON THE REIMBURSEMENT OF COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Infrastructure Investment and Jobs Act of 2021 ("IIJA 2021") that was enacted November 15, 2021, contains two new federal standards to the Public Utility Regulatory Policies Act of 1978 ("PURPA"), as amended, that must be considered for implementation by all electric utilities with annual retail sales greater than 500 million kilowatt-hours during calendar years 2020 or 2021; and

WHEREAS, the two new PURPA standards are in addition to the six standards set forth in the initial Public Utility Regulatory Policies Act of 1978, the four standards contained in the Energy Policy Act of 1992 ("EPA 1992"), the five standards contained in the Energy Policy Act of 2005 ("EPA 2005"), and the four standards contained in the Energy Independence and Security Act of 2007 ("EISA 2007"); and

WHEREAS, the two new standards include: (1) Demand-Response Practices, (see 26 U.S.C. § 2621(d)(20)); and (2) Electric Vehicle Charging Programs, (see 26 U.S.C. § 2621(d)(21)); and

WHEREAS, the City Council of the City of Jacksonville Beach, Florida, d/b/a Beaches Energy Services (hereinafter "Beaches" or "the City") must conduct independent proceedings to consider the new standards, and make a determination on their implementation; and

WHEREAS, the City held a Public Hearing on June 20, 2023, where the Beaches Energy Services Director presented facts and recommendations regarding the new PURPA standards, a copy of such written recommendation is attached to this Resolution as Attachment A, and affected electric consumers and other electric utilities were given the opportunity to present facts and recommendations for consideration by the Council; and

WHEREAS, no member of the public, affected electric consumers, or other electric utilities came forward to present facts and recommendations during the public hearing; and no requests for reimbursement of costs of participation were received.

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

1. **Determination on Demand-Response Practices, (see 26 U.S.C. § 2621(d)(20)).** PURPA Section 111(d)(20) provides the following standard of consideration by PURPA-jurisdictional utilities:

(A) IN GENERAL—Each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand.”

(B) RATE RECOVERY—

- (i) IN GENERAL—Each State regulatory authority shall consider establishing rate mechanisms allowing an electric utility with respect to which the State regulatory authority has rate-making authority to timely recover the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A).
- (ii) NONREGULATED ELECTRIC UTILITIES—A non-regulated electric utility may establish rate mechanisms for the timely recovery of the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A).

For the reasons set forth in the attached Beaches Energy Services PURPA Report and Recommendation, the City Council hereby determines that it **shall not** adopt PURPA Standard 111(d)(20) “Determination on Demand-Response Practices” at this time.

2. **Determination on Electric Vehicle Charging Programs, (see 26 U.S.C. § 2621(d)(21)).** PURPA Section 111(d)(21) provides the following standard of consideration by PURPA-jurisdictional utilities:

“Each State shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that --

(A) promote affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;

(B) improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;

(C) accelerate third-party investment in electric vehicle charging for light-, medium-, and heavy-duty vehicles; and

(D) appropriately recover the marginal costs of delivering electricity to electric vehicles and electric vehicle charging infrastructure.”

For the reasons set forth in the attached Beaches Energy Services PURPA Report and Recommendation, the City Council hereby determines that it **shall not** adopt PURPA Standard 111(d)(21) “Determination on Electric Vehicle Charging Programs” at this time.

3. **Determination on Reimbursement of Costs.** No member of the public, or affected electric consumers, or other electric utilities came forward to present facts and recommendations during the public hearing that contributed to the determinations made by the City Council, and no reimbursement of costs is authorized.

4. **Effective Date.** This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

ATTACHMENT A

Beaches Energy Services PURPA Report and Recommendation

Beaches Energy Services Report and Recommendation

Council/Committee:	Jacksonville Beach City Council
Date:	June 5 th , 2023
Issue:	Consideration of PURPA Standard 111(d)(21) – Electric Vehicle Charging Programs
Recommendation:	To not adopt the standard

Summary

The Jacksonville Beach City Council met with staff to consider the Public Utility Regulatory Policies Act (PURPA) Standard Regarding Electric Vehicle Charging Programs. The following provides a discussion of the salient aspects of the standard that were considered and the Council's recommendation.

Definitions

The 111(d)(21) standard states the following: "Each State shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that --

- (A) promote affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;
- (B) improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;
- (C) accelerate third-party investment in electric vehicle charging for light-, medium-, and heavy-duty vehicles; and
- (D) appropriately recover the marginal costs of delivering electricity to electric vehicles and electric vehicle charging infrastructure."

Considerations and Discussion

- This standard is directed to States, not to utilities. However, Beaches Energy Services will consider this standard.
- With respect to sub-part A, the Florida Department of Transportation, pursuant to Section 339.287 of Florida Statutes¹, has developed an Electric Vehicle Infrastructure Master Plan

¹ http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0339/Sections/0339.287.html

(EVMP)² as directed by the statute that has the primary goals and objectives of (i) supporting both short-range and long-range electric vehicle travel, (ii) encouraging the expansion of electric vehicle use in the state, and (iii) adequately serving evacuation routes in the state. Given this expansive focus at the state level, Beaches Energy Services has a targeted focus on ensuring a solvent transmission, power supply, and importantly, distribution system that can serve incremental EV load. Staff does not see a need to impose additional rates or measures beyond the FDOT EVMP at this time.

- With respect to sub-part B, Beaches Energy Services has no direct control over technological advancements in the area of reduced charge times or the overall customer product experience. This falls outside the role of Beaches Energy Services as a reliable provider of electric service.
- With respect to sub-part C, staff believes that the FDOT EVMP contains the same objective, and like with sub-part A, Beaches Energy Services' role in that effort is to plan adequately for continual reliable power delivery, which includes the following existing activities:
 - i) Forecasting EV Uptake Potential and associated energy and demand impacts. Working within the Florida Municipal Power Agency (FMPA) load forecast process, EV projections have been enhanced for the 2023 load forecast cycle and beyond. EV historical data regarding light duty vehicle totals and electric vehicles registered in each of the counties surrounding the FMPA All Requirements Project (ARP) Participants was obtained from the Florida Department of Motor Vehicles. Projections regarding EV adoption were developed from three sources, specifically the EIA AEO 2022 (Low Adoption Case), Wood Mackenzie (Base Adoption Case), and Bloomberg New Energy Finance (High Adoption Case). EV charging energy requirements and demand profiles were drawn generally from data produced in NREL's EVI-Pro Lite tool and reflect that a small portion of EVs will charge during off-peak periods. This enhanced approach allows FMPA and Beaches Energy Services to better understand the potential energy and demand impacts of future EV uptake.
 - ii) Transmission and distribution system planning. Beaches Energy Services conducts ongoing evaluations of the solvency of both the transmission systems to which it is interconnected and the ability of distribution level feeders to handle increased load, the latter of which is a risk to be monitored to the extent EV penetration is accelerated.
- With respect to sub-part D, Beaches Energy Services, as a municipal utility, recovers all power delivery costs from customers. Rate design specific to EVs could be embedded in future cost of service studies that reflect appropriate functionalization and allocation of costs to various customer classes, to the extent EV penetration reaches much higher levels that would support cost partitioning or other metering adjustments that would empower alternative rate design specific to EV customers. Penetration levels of EVs are currently too low to warrant such adjustments.

² <https://www.fdot.gov/planning/policy/ev/default>

Recommendation

Staff recommends not adopting this standard for the reasons outlined by sub-part above. Beaches Energy Services will continue to support both the FDOT EVMP and our customers within the appropriate boundaries in our role as a provider of reliable power supply.

Beaches Energy Services
Report and Recommendation

Council/Committee:	Jacksonville Beach City Council
Date:	June 5 th , 2023
Issue:	Consideration of PURPA Standard 111(d)(20) – Demand Response and Demand Flexibility
Recommendation:	To not adopt the standard

Summary

The Jacksonville Beach City Council met with staff to consider the Public Utility Regulatory Policies Act (PURPA) Standard Regarding Demand Response and Demand Flexibility. The following provides a discussion of the salient aspects of the standard that were considered and the Council's recommendation.

Definitions

- Sub-paragraph A of the 111(d)(20) standard states the following: “(A) IN GENERAL– Each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand.”
 - Beaches Energy Services staff interprets this consideration to include, by way of the notion of “demand flexibility”, such concepts as increasingly sophisticated time of use rates, grid-interactive buildings, and controls on certain end use loads, such as water systems.
- Sub-paragraph B of the 111(d)(20) standard states the following: “(B) RATE RECOVERY–
 - (i)IN GENERAL–Each State regulatory authority shall consider establishing rate mechanisms allowing an electric utility with respect to which the State regulatory authority has ratemaking authority to timely recover the costs of promoting demand-response and demand flexibility practices in accordance with sub-paragraph (A).
 - (ii)NONREGULATED ELECTRIC UTILITIES–A non-regulated electric utility may establish rate mechanisms for the timely recovery of the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A).”

Considerations and Discussion

- According to the EIA³ and other sources, the ideas posited in 111(d)(20) fall within the general landscape of Demand-side management (DSM). DSM programs consist of the

³ <https://www.eia.gov/electricity/data/eia861/dsm/>

planning, implementing, and monitoring activities of electric utilities which are designed to encourage consumers to modify their level and pattern of electricity usage. Demand-side management programs can benefit customers – both those who participate in the programs and those who do not. Participating customers benefit by spending less money on electricity bills. Non-participating customers can save money, too, because the programs shift electricity usage away from times where demand is highest⁴.

- In general, DSM consists of the following core areas:
 - Demand Response – curtailing or abatement of consumption based on a time domain or associated time-based price signal.
 - Energy Efficiency – leveraging advanced technology as compared to baseline technology for end-uses (e.g., dishwashers, air conditioners) such that the same level of utility can be derived by the customer with less energy.
 - Conservation – using less energy than would otherwise be consumed through behavioral changes and practices.
- Beaches Energy Services participates in the Florida Municipal Power Agency (FMPA) All Requirements Project (ARP). As a Participant in this project, Beaches Energy Services funds the ARP Conservation Program. While nominally named the “Conservation” program, the funding and portfolio of incentives provided within this program empower Beaches Energy Services to provide incentives to retail customers that fall within the broader DSM domain. Measures adopted by Beaches Energy Services for incentives include AC heat pump rebates, duct leak repair, programmable thermostat rebates, and insulation upgrades, all of which intrinsically reduce energy and demand over the useful life of the measure.
- The ARP Conservation Program, since its inception, has invested over \$11.1 million in measures and incentives for ARP Participants. FMPA supports these efforts by developing engineering assumptions to track the savings associated with existing and new measures that are adopted and has developed a historical tracking model to integrate participation statistics and estimated energy and demand savings per year since the inception of the program.
- The nature and extent of the activities contemplated by 111(d)(20) are duplicative of the existing ARP Conservation Program.
- The ARP wholesale demand rate is predicated on the summer coincident peak over a three-year rolling average. As a result of the nature of the wholesale power supply project’s fixed costs, any coordinated load management would cost-shift fixed cost to other ARP Participants. Consequently, the ARP’s Executive Committee has agreed to avoid large-scale coordinated load management to prevent cost shifts. This does not include retail programs made available through the ARP Conservation Program portfolio.
- There are no other time-domain based components of the wholesale energy rate for the ARP other than the demand rate (which by extension includes load-based transmission

⁴ [https://cubminnesota.org/energy-demand-side-management/#:~:text=Demand%2Dside%20management%20\(DSM\),Energy%20efficiency%20investments](https://cubminnesota.org/energy-demand-side-management/#:~:text=Demand%2Dside%20management%20(DSM),Energy%20efficiency%20investments)

charges). Therefore, there are no other avoided costs associated with consumption at this time that would translate into benefits for Beaches Energy Services. While it is plausible to consider reduced energy costs driven from changes in customer consumption patterns that avoid more expensive peaking resources, such adjustments would require cost-prohibitive customer incentives and would need to remain voluntary, which limits the net benefit of such incentives. As noted above, the ARP Conservation Program already intrinsically includes retail usage reduction incentives within the portfolio of measures endorsed by Beaches Energy Services.

Recommendation

- Beaches Energy's recommendation is to not adopt the proposed Demand Response and Demand Flexibility standard.
- The components of the standard are duplicative with the existing ARP Conservation Program, of which Beaches Energy is a Participant.
- Coordinated load management is currently not allowed by the ARP Executive Committee as a result of cost-shifts between Participants for fixed costs.
- Beaches Energy Services will continue to monitor and evaluate further optionality in this program area if further analysis suggests that benefits exceed the costs.