City of Jacksonville Beach

Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Monday, November 6, 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. Special Council Briefing held on October 16, 2023

B. Regular City Council Meeting held on October 16, 2023

C. Special Council Briefing held on October 23, 2023

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

A. Award RFP No. 03-2223 for Invoice Printing and Mailing Services to TC Delivers and authorize the Mayor and City Manager to execute an agreement with the vendor

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

A. 1. Approve/Disapprove Change Order #1 to RFP 04-2021 Transmission Line Repairs Design Build Contract to accommodate additional engineering services and materials procurement in order to obtain firm price and lead times for materials and;
2. Approve/Disapprove Change Order #2 to RFP 04-2021 Transmission Line Repairs Design Build Contract to accommodate additional engineering and engineering survey work needed for scope change to Electric Transmission Structure 803-40

B. Approve/Disapprove an Agreement with Xavier Cortada for a Sculpture in the Downtown

Community Redevelopment Area pursuant to the Downtown Public Art Master Plan

C. 1. Award/Reject Bid No. 2324-01 Dune Walkover Replacement to Greenway Bridge, LLC, for an amount not to exceed $1,289,000; and
2. Approve/Disapprove an Agreement with Four Waters Engineering, Inc., for Construction Administration Services for an amount not to exceed $113,388

D. Approve/Disapprove the Memorandum of Understanding amending the Collective Bargaining Agreement with the Fraternal Order of Police effective October 1, 2023

E. Re-Award/Reject Bid No. 2223-12 to Electrical Power Products, Inc., for Sampson substation relay panel replacements

RESOLUTIONS

A. Adopt/Deny Resolution No. 2157-2023 amending the operating budget of the City of Jacksonville Beach for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023

B. Adopt/Deny Resolution 2159-2023 supporting the conceptual design of improvements to the Penman Road corridor proposed by the City of Jacksonville

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 Special City Council Briefing
Monday, October 16, 2023 – 5:30 P.M.
City Council Chambers, 11 North 3rd Street,
Jacksonville Beach, FL

The Special 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 (absent), Dan Janson (absent), Fernando Meza, Cory Nichols (absent), Greg Sutton (absent)

Also present were City Manager Mike Staffopoulos and Chief Information Officer Bill Rieger

Purpose of Briefing
The purpose of the Briefing was to present detailed information regarding the proposed audio/visual equipment upgrades for the City Council Chambers.

City Manager
Mr. Rieger provided the Council with a summary of the proposed audio/visual equipment upgrades for the City Council Chambers. Mr. Rieger answered questions from the Council and stated the project was still in the planning phase and updated information would be provided at a future Briefing.

The Briefing adjourned at 5:48 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

_____
Christine H. Hoffman, MAYOR

Date: _____

DRAFT

Minutes of Regular City Council Meeting
held Monday, October 16, 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 Horn provided the invocation, followed by the Pledge of Allegiance.

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

ROLL CALL:

Mayor:	Christine Hoffman		
Council Members:	Sandy Golding	Bill Horn	Dan Janson (absent)
	Fernando Meza	Cory Nichols (absent)	Greg Sutton

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Utility Plant Operations Deputy Superintendent Robert Delgado, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:
Motion: It was moved by Ms. Golding, seconded by Mr. Meza, and passed unanimously to approve the following minutes:
- Regular City Council Meeting held on October 2, 2023
- Council Briefing held on October 9, 2023

APPROVAL OF THE AGENDA
Motion: It was moved by Ms. Golding, seconded by Mr. Meza, and passed unanimously to approve the agenda.

ANNOUNCEMENTS:
Council Member Golding announced the City Council Briefing with State Legislators would be held on October 23, 2023, in preparation for the 2024 Legislative Session. Additionally, she announced that Beaches Watch would host a Town Hall with the State Legislators on November 1, 2023. She acknowledged the donation of a beach wheelchair from [Mayo Clinic] ALS Rehab.

Council Member Horn announced the Sea and Sky Air Show would be held October 21-22, 2023. He announced an Open House for the Department of Transportation's (DOT) Five-Year Work Program for Jacksonville would be held on October 17, 2023.

COURTESY OF THE FLOOR TO VISITORS:
- Jacob Wallace Crenshaw, 1012 Fantasy Drive, Atlantic Beach, spoke about the Jacksonville Beach Police Department and eviction
- Kurtis Loftus, 2080 Mayport Landing Drive, Atlantic Beach, spoke about Deck the Chairs

CONSENT AGENDA:

Item A **Accept the Monthly Financial Reports for the month of September 2023**

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

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

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

DRAFT

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

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

Motion: It was moved by Ms. Golding, seconded by Mr. Meza, to approve the Consent Agenda.

Voice Vote: In a voice vote, the motion passed unanimously.

MAYOR AND CITY COUNCIL: None

CITY CLERK: None

CITY MANAGER:

Item 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**

Utility Plant Operations Deputy Superintendent Robert Delgado provided background on the items.

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

Discussion: A discussion ensued about the life expectancy of the new system.

Roll Call Vote: Ayes – Golding, Horn, Meza, Sutton, Mayor Hoffman
The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Meza, to award Construction Administration Services to Wright-Pierce for an amount not to exceed $309,808.

Discussion: None

Roll Call Vote: Ayes – Horn, Meza, Sutton, Golding, Mayor Hoffman
The motion passed unanimously.

RESOLUTIONS:

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

City Manager Mike Staffopoulos explained staff's recommendation was to not move forward with the proposed standards into our policies. He stated adoption of the resolution actually adopts the action of not adopting the standards.

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Mayor Hoffman requested the City Clerk read Resolution No. 2154-2023 by title only, whereupon Ms. Gosselin read the following:

"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."

Motion: It was moved by Ms. Golding, seconded by Mr. Meza, to adopt Resolution No. 2154-2023, making a determination on PURPA (Public Utilities Regulatory Policies Act) proposed standards.

Discussion: None

Roll Call Vote: Ayes – Meza, Sutton, Golding, Horn, Mayor Hoffman
The motion passed unanimously.

ORDINANCES: None

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

Voice Vote: Ayes: Golding, Meza, Mayor Hoffman
Nays: Horn, Sutton
The motion passed 3-2.

There being no further business, the meeting adjourned at 6:14 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

_____
Christine H. Hoffman, MAYOR

Date: _____

DRAFT

Minutes of Special City Council Briefing
Monday, October 23, 2023 – 5:30 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

The Special 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, Director of Planning and Development Heather Ireland, Chief of Police Gene Paul Smith, and City Attorney Sandy Robinson.

Purpose of Briefing
The purpose of the Briefing was to engage in discussion with the Jacksonville Beach State House Representative Kiyan Michael and State Senator Clay Yarborough.

Mayor Hoffman and the Council introduced themselves, followed by introductions by Representative Michael and Senator Yarborough.

Topics of discussion were as follows:
- Short-Term Vacation Rentals – Introduced by Council Member Golding
- Live Local Act – Introduced by Council Member Janson
- Sovereign Immunity - Introduced by Council Member Janson
- Public Safety Recruitment and Retention – Introduced City Manager Mike Staffopoulos and Police Chief Gene Paul Smith.

A conversation ensued regarding each topic.

The Briefing adjourned at 6:20 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

_____
Christine H. Hoffman, MAYOR

Date: _____

DRAFT

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	10/02/2023
SUBJECT:	RFP No. 03-2223 Invoice Printing and Mailing Services for Beaches Energy Services

BACKGROUND

The City outsources the printing and mailing of utility bills and notices. The purpose of RFP No. 03-2223 is to contract with a qualified firm to provide invoice printing and mailing services for utility bills. Services will include invoice printing, sorting, folding, inserting, mail processing, and preparation for delivery to the United States Post Office (USPS). The RFP also stipulates that the vendor be certified by the USPS; receive and store inserts, newsletters, and envelopes in a climate-controlled environment; utilize USPS approved mailing software; have a disaster recovery plan within the State of Florida; and be able to perform all mail services without the use of subcontractors.

The solicitation was publicly advertised and invitations were mailed to nine vendors. Four responses were received and consideration for the award was based on competence, experience/references, proximity, qualifications, and pricing. TC Delivers, who is the City's current service provider, received the highest score.

The contract period is for one year and may be renewed by mutual consent for four additional one-year terms, for a total contract length not to exceed five years.

FINANCIAL IMPACT

The proposed agreement is for $0.256 per unit and the City produces an average of 21,000 invoices per month. Monthly fees are expected to be $5,376, which is a roughly $2,000/month increase over the expiring agreement. The budget in account 511-02-0203-591-34-534000 will be adjusted at the end of FY2024 accordingly.

REQUESTED ACTION

Award RFP No. 03-2223 for Invoice Printing and Mailing Services to TC Delivers and authorize the Mayor and City Manager to execute an agreement with the vendor

ATTACHMENTS

1. Notice of Intent to Award RFP 03-2223 and Evaluation Summary
2. Agreement for Invoice Printing and Mailing Services RFP 03-2223

AGENDA ITEM:
A.

JACKSONVILLE BEACH

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

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

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

Date: October 26, 2023

From: Luis F. Flores, Property and Procurement Officer

RE: **RFP No. 03-2223**

Recommendation will be presented to the City Manager for:

RFP Number: 03-2223
Title: Invoice Printing and Mailing Services for Beaches Energy Services

Award to: ***TC Delivers***

Attached is the Selection Committee Collective Summary.

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

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

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

We would like to thank each respondent for their submittal.

Luis F. Flores

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

Criteria 1 - Competence (20 Points)					
VENDOR	Dineen	Kyle	Vargo	Miller	SCORE
Data-Prose	15	18	15	15	15.75
InfoSend	20	20	20	18	19.5
LetterStream, Inc	10	15	10	15	12.5
TC Delivers	20	20	20	20	20

Criteria 2 - Experience / References (20 points)					
VENDOR	Member 1	Member 2	Member 3	Member 4	SCORE
Data-Prose	10	18	15	17	15
InfoSend	20	18	13	20	17.75
LetterStream, Inc	15	15	10	12	13
TC Delivers	15	18	20	20	18.25

Criteria 3 - Proximity (20 points)					
VENDOR	Member 1	Member 2	Member 3	Member 4	SCORE
Data-Prose	5	15	5	16	10.25
InfoSend	15	18	20	20	18.25
LetterStream, Inc	5	10	10	15	10
TC Delivers	20	20	20	20	20

Cirteria 4 - Qualifications (20 points)					
VENDOR	Member 1	Member 2	Member 3	Member 4	SCORE
Data-Prose	20	20	20	20	20
InfoSend	15	20	20	17	18
LetterStream, Inc	10	20	15	17	15.5
TC Delivers	20	20	20	20	20

Criteria 5 - Pricing Proposal (20 points)					
VENDOR	Member 1	Member 2	Member 3	Member 4	SCORE
Data-Prose	5	15	15	12	11.75
InfoSend	15	20	10	19	16
LetterStream, Inc	5	15	10	18	12
TC Delivers	20	20	15	20	18.75

VENDOR	SCORE	Rank
Data-Prose	72.75	3
InfoSend	89.5	2
LetterStream, Inc	63	4
TC Delivers	97	1

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ___day of **November**, **2023** by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and **TC DELIVERS**, hereinafter called CONTRACTOR:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Scope of Services

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents as set forth in Article 21 below. The work is generally described as follows:

RFP No. 03-2223 INVOICE PRINTING AND MAILING SERVICES
FOR
BEACHES ENERGY SERVICES.

All services shall be performed in accordance with the specifications prepared by the City of Jacksonville Beach d/b/a Beaches Energy Services and the proposed services will be awarded as one contract. Services shall be for all materials, equipment, and services, including labor, to perform **Invoice Printing and Mailing Services for Beaches Energy Services**, of which the requirements and scope of services is detailed in: **Attachment "A": REQUEST FOR PROPOSAL No. 03-2223 INVOICE PRINTING AND MAILING SERVICES for BEACHES ENERGY SERVICES.**

Article 2: CITY'S Responsibility

Access to Work Area: The CITY shall provide CONTRACTOR access to all areas in which services are to be performed.

Article 3: Terms of Agreement

The contract period will be for one year commencing November 16, 2023 ("Effective Date") with the option to renew for up to four additional one-year periods for a maximum term of five years.

In the event the CITY and CONTRACTOR do NOT agree to a renewal, the CITY and CONTRACTOR may continue in a month-to-month renewal for a maximum of six months from the above-mentioned term.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

Article 5: Payment To Contractor

CONTRACTOR agrees to provide services as described in the Contract Documents and comply with the terms therein.

5.1 *For Basic Services:* CITY shall pay CONTRACTOR for contractual services performed or furnished under **REQUEST FOR PROPOSAL No. 03-2223 INVOICE PRINTING AND MAILING SERVICES for BEACHES ENERGY SERVICES (Attachment "A")**, as set forth in CONTRACTOR's Proposal Packet **(Attachment "B"**) submitted by CONTRACTOR in response to **REQUEST FOR PROPOSAL No. 03-2223 INVOICE PRINTING AND MAILING SERVICES for BEACHES ENERGY SERVICES and associated PROPOSAL TENDER FORM.**

Pricing for basic services is as follows:

Unit Price Per Item:	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Invoice/Insert Printing and Mailing	$0.256	$0.265	$0.274	$0.283	$0.293
Paper Stock:					
8.5"x11" Paper	$0.040	$0.0414	$0.0428	$0.0443	$0.0450
#10 Preprinted Window Envelope	$0.030	$0.031	$0.0321	$0.0332	$0.0344
#9 Preprinted Return Envelope	$0.027	$0.0279	$0.0289	$0.0299	$0.0309

5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment "A": RFP No. 03-2223 INVOICE PRINTING AND MAILING SERVICES for BEACHES ENERGY SERVICES,** CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

5.3 *Invoices.*

A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR's standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.

B. *Payment of Invoices:* Invoices are due and payable within 45 days of receipt in accordance with Florida's Prompt Payment Act.

C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 *Records of CONTRACTOR's cost:* Records of CONTRACTOR's cost pertinent to CONTRACTOR's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY'S request, copies of such records will be made available by CONTRACTOR to the CITY, at no cost to the CITY.

Article 6: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY-mandated standards. This Agreement is based on these requirements as of its Effective Date and includes **Attachment "A": RFP No. 03-2223 INVOICE PRINTING AND MAILING SERVICES for BEACHES ENERGY SERVICES.** Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR's scope of work, times of performance, or compensation.

Article 7: Contractor as Independent Contractor

It is expressly agreed and understood that CONTRACTOR is in all respects, an independent contractor as to the work and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish the work shall be the responsibility of CONTRACTOR.

Article 8: Subcontracting

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through CONTRACTOR, and subcontractors will be dealt with as workers and representatives of CONTRACTOR.

Article 9: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and the CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of the CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the work on behalf of each respective party.

Article 10: Inspection of Work

CONTRACTOR shall furnish the CITY or the CITY'S representative with every reasonable opportunity for determining whether or not the work is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect CONTRACTOR's operations, equipment, and performance, and CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right To Require Performance

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or CONTRACTOR. CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance

13.1 *Hold Harmless*: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by CONTRACTOR, unless such claims are a result of the CITY'S sole negligence.

13.2 *Payment on Behalf of the CITY*: CONTRACTOR agrees to pay on behalf of the CITY, the CITY'S legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by CONTRACTOR for the protection of all persons, employees, and property. CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured.* CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on CONTRACTOR's, and any subconsultant's or subcontractor's Public Liability, Property Damage, and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by CONTRACTOR or its subconsultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from CONTRACTOR to the CITY.

13.5 *Insurance Requirements:*

Basic Coverages Required: During the term of this contract, CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverages specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect CONTRACTOR's interests or liabilities, but are merely minimums.

Workers Compensation Coverage is **required**.

CONTRACTOR and all subcontractors shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

General Liability Coverage is **required** for CONTRACTOR and all subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required**.

Amounts:	Bodily Injury:	$1,000,000	each occurrence
		$1,000,000	aggregate
	Property Damage:	$1,000,000	each occurrence
		$1,000,000	aggregate

Products and Completed Operations are **required** for CONTRACTOR and all subcontractors.

Amounts:	$1,000,000	aggregate

Business Auto Liability Coverage is **required** for CONTRACTOR and all subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:	Bodily Injury:	$1,000,000	each occurrence
		$1,000,000	aggregate
	Property Damage:	$1,000,000	each occurrence
		$1,000,000	aggregate

Professional Liability is **required for CONTRACTOR and all subcontractors**.

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

Limits of Liability:	$1,000,000	each occurrence
	$1,000,000	aggregate

Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a "claims made" form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

13.6 Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 calendar days prior to coverage renewals.

If requested by the CITY, CONTRACTOR shall furnish complete copies of CONTRACTOR's insurance policies, forms, and endorsements.

For Commercial General Liability coverage, CONTRACTOR shall, at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any subcontractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contact to perform related services. All coverage's shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

Article 14: Termination

The obligation to provide further services under this Agreement may be terminated:

14.1 *For cause.* By either the CITY or CONTRACTOR upon 60 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 15: Indemnification

15.1 *General Indemnity*. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

15.2 *Copyright and Intellectual Property Rights.* At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold the CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with the CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section in conditional upon the CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to the CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then the CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii)

custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by the CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19: Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings

The headings used in this Agreement are for general reference only and do not have special significance.

Article 21: Contract Documents

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

21.1 Contract Agreement (pages 1 to 13, inclusive).

21.2 **Attachment "A": RFP No. 03-2223 INVOICE PRINTING AND MAILING SERVICES for BEACHES ENERGY SERVICES** in total.

21.3 **Attachment "B":** RFP Proposal Packet submitted by CONTRACTOR in response to Attachment "A", REQUEST FOR PROPOSAL No. 03-2223 INVOICE PRINTING AND MAILING SERVICES for BEACHES ENERGY SERVICES, including, but not limited to:

A. CONTRACTOR's PROPOSAL TENDER FORM

B. CONTRACTOR's DRUG-FREE WORKPLACE COMPLIANCE FORM

C. CONTRACTOR's NON-COLLUSION STATEMENT.

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in writing in accordance with the Terms and Conditions.

Article 22: Governing Law

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

Article 23: Public Records Law Chapter 119 Florida Statutes

The parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250

CONTRACTOR shall comply with public records laws of Florida, specifically to:

A. Keep and maintain public records required by the CITY to perform the service.
B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the CITY.

D. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR or keep and maintain all public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

CONTRACTOR acknowledges that a request to inspect or copy public records relating to the CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under s. 119.10, Florida Statutes. CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel CONTRACTOR to produce public records relating to the CITY's contract for services.

Article 24: E-Verify/Authorized Worker Status

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of CONTRACTOR or subcontractor(s).

Should CONTRACTOR enter into a contract with a subcontractor for the work to be provided to the CITY herein, the subcontractor shall provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

The CITY, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity in violation.

If the CITY has a good faith belief that a subcontractor has knowingly violated this Article, but CONTRACTOR otherwise complied with this Article, the CITY shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

If this Agreement is terminated under this Article, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with CONTRACTOR under this Article, CONTRACTOR may not be awarded a public contract for at least one year after the date on which this Agreement is terminated. CONTRACTOR shall be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

The CITY, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge termination under this Article no later than 20 calendar days after the date on which this Agreement was terminated.

---------- NOTHING ELSE FOLLOWS ON THIS PAGE ----------

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR on their behalf.

This Agreement was made and entered into as of the last signature date shown below and has an Effective Date of November 16, 2023 (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine Hoffman, Mayor

BY: _____
Mike Staffopoulos, City Manager

ATTEST: _____ Date Signed: _____
Sheri Gosselin, City Clerk

CONTRACTOR: TC DELIVERS

BY: _____

PRINTED NAME: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____ Date Signed: _____

PRINTED NAME: _____

AGENT FOR SERVICE OF PROCESS

CITY:	**CONTRACTOR:**
Address for Giving Notices:	Address for Giving Notices:
City of Jacksonville Beach	
1460A Shetter Avenue	
Jacksonville Beach, Florida 32250	
Designated Representative (Article 9):	Designated Representative (Article 9):
Name:	Name:
Title:	Title:
Phone Number:	Phone Number:

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	09/22/2023
SUBJECT:	Electric Transmission Structure 803-40

BACKGROUND

The City Council awarded RFP No. 04-2021, a Design/Build project for transmission system improvements, to Burns and McDonnell on February 23, 2022. The scope of the project is to address improvements to multiple locations of the BES transmission system. At that time, it was anticipated that the supporting cables for Electric Transmission Structure 803-40 needed to be replaced, based on historical inspections. However, recently, during the initial 30% engineering design phase, the pole was found to be in worse condition. Only one of the four supporting cables still remains intact. In addition, it was also determined that the pole would need to be replaced with a self-supporting structure (no cables) due to the current placement of support cables in an area with no easement for the benefit of BES. It is recommended that this portion of the project (replacement of Electric Transmission Structure 803-40) be separated and addressed immediately as its own design/build project as change order #2 under the initial Design/Build award, given the risk associated with its condition. Change order #2 would be in the amount of $123,850 to provide 100% engineering design under the Design/Build RFP to replace Transmission Structure 803-40 with a self-supporting structure.

Staff is also retroactively seeking approval for change order #1 in the amount $69,454. This change order is to finalize the engineering package, create the Bill Of Material (BOM), and to solicit bids for the material in order to obtain firm pricing and lead times for materials on the project. When the original change order was submitted for processing, it was erroneously handled as if the initial purchase order was associated with a Master Services Agreement (MSA); this would not have required authorization by City Council. In researching change order #2, it has been identified that this work is associated with an RFP (not an MSA), requiring formal action by City Council.

Future council actions for this RFP will be required for Guaranteed Maximum Price for both phases of the project (main project and separate phase for Electrical Transmission Structure 803-40), and possibly for owner-initiated procurement of materials.

FINANCIAL IMPACT

The FY2024 Capital Improvement Plan budget includes $1,204,000 for this project. No budget modifications are required for the proposed change orders #1 and #2.

REQUESTED ACTION

1. Approve/Disapprove Change Order #1 to RFP 04-2021 Transmission Line Repairs Design Build Contract to accommodate additional engineering services and materials procurement in order to obtain firm price and lead times for materials and;
2. Approve/Disapprove Change Order #2 to RFP 04-2021 Transmission Line Repairs Design

AGENDA ITEM:
A.

Build Contract to accommodate additional engineering and engineering survey work needed for scope change to Electric Transmission Structure 803-40

ATTACHMENTS

1. BES T-Line repair Phase I IFC and procurement labor CO#1
2. BES T-Line repair Phase I 803-40 100% design CO#2
3. BES T-Line Str. 803-40 engineering Proposal Rev 1

AGENDA ITEM:
A.

BURNS McDONNELL

Change Order

001

PROJECT: **BES T-Line Repair phase I**

DATE: **Friday August 25, 2023**

Project #: **144844**

Agreement: **Purchase Order Agreement for 30% Engineering Package related to the Design-Build Contract for Transmission Line**

TO: **Jamison Parker**
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250
Phone: 904-247-6260

FROM: **Esteban Martinez**
Burns & McDonnell
2301 Maitland Center Parkway, Suite 400
Maitland, FL 32751
Phone: 787-688-9912

DESCRIPTION OF CHANGE:

Scope: Additional cost for engineering services and materials procurement. BES requested BMcD to finalize the engineering package inclusive of requested scope changes, create the Bill Of material (BOM) and to solicit bids for the material in order to obtain firm price and lead times for material.

Terms: The price set forth in this Change Order is full compensation for all costs, direct and indirect, incurred in connection with the conditions giving rise to this Change Order. This Change Order, when executed, constitutes a modification to the Agreement and all provisions of the Agreement, except as modified above and by any previous Change Orders, shall apply hereto. This Change Order is to be invoiced once approved by Beaches Energy Services and material order is placed.

Schedule Impact: six weeks

Previously Approved Agreement Amount	**$**	**108,886.00**
Change Order Lump Sum Amount	**$**	**69,454.00**
Revised Subcontract Amount	**$**	**178,340.00**

APPROVAL:

Client
Beaches Energy Services

By: _____

Date: _____

Contractor
Burns & McDonnell

By: _____
Esteban Martinez

Date: _____

Project Name:	BES T-Line Repair phase I
Project Manager	Esteban Martinez
Project Number:	144844

ID	Change Order Details	Priority	Event Request Description	Approval Authority	Date Requested	Date Required	Date Received	Date Executed	$ Amount Requested	$Amount Approved	Schedule Impact	# of Days Requested	# of Days Approved	Notes
001	Open		Engineering to complete IFC		25-Aug-23	1-Sep-23			$ 15,465.00		2 weeks			
001	Open		Engineering to adress requested scope changes		25-Aug-23	1-Sep-23			$ 33,545.00		2 weeks			
002	Open		Procurement Labor to solicit material bids		25-Aug-23	1-Sep-23			$ 15,064.00		6 weeks			
03	Open		Project Management/cost control		25-Aug-23	1-Sep-23			$ 5,380.00		6 weeks			
			Summary						**$ 69,454.00**	$ -				

Original Contract Amount	$	108,886.00
Total Approved Change Orders	$	69,454.00
Current Contract Amount	**$**	**178,340.00**

BURNS McDONNELL

Change Order

002

PROJECT: **BES T-Line Repair phase I**

DATE: **Friday October 27, 2023**

Project #: **144844**

Agreement: **Purchase Order Agreement for 30% Engineering Package related to the Design-Build Contract for Transmission Line**

TO: **Jamison Parker**
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250
Phone: **904-247-6260**

FROM: **Esteban Martinez**
Burns & McDonnell
2301 Maitland Center Parkway, Suite 400
Maitland, FL 32751
Phone: **787-688-9912**

DESCRIPTION OF CHANGE: $ 123,850

Scope: Additional cost for engineering services to perform pre engineering surveys, including additional geotechnical analysis and Lidar services required for structure 803-40 replacement, and to perform 100% of engineering and design for structure 803-40. Deliverables will be issuance of IFC package and BOM.

Terms: The price set forth in this Change Order is full compensation for all costs, direct and indirect, incurred in connection with the conditions giving rise to this Change Order. This Change Order, when executed, constitutes a modification to the Agreement and all provisions of the Agreement, except as modified above and by any previous Change Orders, shall apply hereto. This Change Order is to be invoiced once approved by Beaches Energy Services and services are performed.

Schedule Impact: six weeks

Previously Approved Agreement Amount	**$**	**178,340.00**
Change Order Lump Sum Amount	**$**	**123,850.00**
Revised Subcontract Amount	**$**	**302,190.00**

APPROVAL:

Client	**Contractor**
Beaches Energy Services	**Burns & McDonnell**
By: _____	**By:** _____
	Esteban Martinez
Date: _____	**Date:** _____

Project Name:	BES T-Line Repair phase I
Project Manager	Esteban Martinez
Project Number:	144844

ID	Change Order Details	Priority	Event Request Description	Approval Authority	Date Requested	Date Required	Date Received	Date Executed	$ Amount Requested	$Amount Approved	Schedule Impact	# of Days Requested	# of Days Approved	Notes
001	Open		Lidar services contract		25-Oct-23	30-Nov-23			$ 23,000.00		4 weeks			
002	Open		Additional Geotech analysis		25-Oct-23	1-Sep-23			$ 2,000.00		4 weeks			
003	Open		Engineering to perform 100% design services on structure 803-40		25-Oct-23	1-Sep-23			$ 77,095.00		13 weeks			
004	Open		Project Management/cost control		25-Oct-23	1-Sep-23			$ 21,755.00		13 Weeks			
			Summary						**$ 123,850.00**	$ -				

Original Contract Amount	$ 178,340
Total Approved Change Orders	$ 123,850
Current Contract Amount	**$ 302,190**

October 27, 2023

Mr. Jamison Parker
Beaches Energy Services
1460 Shetter Avenue
Jacksonville Beach, FL 32250

Re: Design Services for Structure Replacement #803-40 Rev. 1

Mr. Parker,

Thank you for the opportunity to provide Beaches Energy Services (BES) with our proposal for engineering services for the Transmission Line Structure Replacement / Structure #803-40. What we are proposing is to engage and perform lidar services for the specific section of line that is required to model the structure, perform additional geotechnical analysis and perform 100% of the engineering for the project. This would be Change order #2 to the Purchase Order Agreement for 30% Engineering package related to the Design-Build Contract for Transmission Line.

The change order amount we are proposing is **$123,850.** This includes funding for performing all pre engineering survey work, including additional geotechnical analysis of the existing geotechnical boring results, lidar services to determine current conditions of the transmission and distribution lines, and to perform all engineering and design services and issue an IFC package and BOM for the subject structure. Procurement of materials, construction services and construction support is not included in this change order. Those services will be presented in a firm price contract at a later date to perform all procurement, and all construction activities to complete the phase 1 transmission line hardware renewal design-build project. The details of the change order estimate can be found in the pricing section of the attached proposal. Also attached please find Change order #2 for your review and use based on the proposal attached.

Please feel free to contact me at (551) 404-8393 or via email at rjkoncelik@burnsmcd.com if you have any questions about our proposal. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

Randy Koncelik
Project Manager
Transmission & Distribution Services

Cc: Matthew Kapusta, TND Regional Global Manager
Esteban Martinez, Senior Project Manager
Benjamin Garcia, Department Manager

Transmission Line Structure #803-40 Replacement
Proposal

Project Summary

Burns & McDonnell appreciates the opportunity to present our proposal to provide Design services to replace structure #803-40 from the BES Circuit 803 - Ft Diego to Butler 138kV Transmission Line.

All engineering and design are to be in accordance with applicable Beaches Energy Services (BES) transmission line standards, industry standards and codes, and federal, state, and local requirements.

Scope of Work

Burns & McDonnell will provide design services considering the following:

- Replace guyed large angle dead-end concrete pole structure #803-40
- Perform Lidar survey for the portion of line inclusive of 803-40
- Foundations
  - Install new drilled pier foundation with rock backfill
- Conductor
  - Transfer over existing conductor 954 kcmil 54/7 ACSR/AW "Cardinal" conductor per phase.
- OPGW/OHGW
  - Transfer over existing overhead ground wire 7#9 Alumoweld 7 Strands.
- Anticipated Removals:
  - Remove existing guyed large angle dead-end concrete pole structure #803-40
- Conductor hardware to be replaced.
- Insulators to be replaced with toughened glass.
- An Electrical Work Order Book to implement construction.

Specifically, the effort expected for the project entails the following phases and associated work with each phase, described below.

Design Phase

During the Design phase, Burns & McDonnell develops the scope of work described above and incorporates current Beaches Energy Services transmission line's design philosophy, standards, and industry practices, codes, etc. into a proposed design. The proposed design is further refined through client comments and feedback, then issued to Beaches Energy Services for implementation.

Tasks involved include, but are not limited to:

- Burns & McDonnell Q1 Review, as described in Quality Control section below.

- PLS-CADD as-built line to determine existing wire tensions and structure heights.
- PLS-CADD conceptual design.
    - Check criteria, alignment, wire controls and type , structure spotting, structure determination, and evaluation of existing structures.
- Long-lead material determination.
- One (1), eight (8) hour site visit for project engineer to assess site, meet with other project contributors, confirm existing plan & profile/project information, and appropriate design parameters.
- PLS-CADD final design.
    - Check criteria, alignment, wire controls and type, electrical clearances, structure heights and framing, structure utilization, and structure anchor and guy size/locations.
- Burns & McDonnell Q3 and Q4 Reviews, as described in Quality Control section below.
- Incorporation of stakeholder comments into final Electrical Work Order Book (final design package).

Deliverables

Documentation and supporting information will be submitted to Beaches Energy Services using the below milestone deliverables associated with this work:

- Final PLS-CADD .bak model
- Electrical work order book (IFR and IFC)
- Compliance forms (physical statistics forms for preliminary, and final design)
- System one-line drawings (preliminary and construction)
- As-Built PLS-CADD .bak model
- Overall Project Bill of Materials to include poles, wire, splices, guy wires, etc.;
- Specifications for materials, construction, and testing

Schedule

BMcD will develop a Level 1 Schedule for the execution of the project. The schedule will include all activities starting from Contract award date to Final Completion and Project Close-out. The main milestones are as follows:

ACTIVITY	DATE
Notice to Proceed (NTP)	November 07, 2023
Kick off meeting	November 14, 2023
Pre-engineering surveys complete	December 15, 2023
30 % preliminary Engineering Package issued	January 5, 2024
60 % preliminary Engineering Package issued	February 02, 2024
90 % preliminary Engineering Package issued	February 16, 2024
Issued for Construction Package issued	March 04, 2024

Resource Allocation

Burns & McDonnell has assembled a very experienced team to meet the needs of your project. To ensure consistency in design and BES expectations we plan to keep Mr. Kladiva in a key support and oversight role. Resumes for proposed team members can provided upon request.

RESOURCE	PROJECT RESPONSIBILITY	TIME ALLOCATION
Esteban Martinez, PE, MEM	Account Manager	5%
Randolph Koncelik, PMP	Project Manager	5%
Sierra Smith	Project Controls Specialist	5%
Daniel Melendez, EIT, PMP	Lead Engineer	10%
Gabriel Acosta De La Cruz, EIT	Project Engineer	50%
David Torres	CAD/Transmission Line Designer	20%
Alex Kladiva, PE	Quality Control Engineer	5%

Quality Control

The objectives of the Burns & McDonnell design quality control program, as applied to the project, are to satisfy Beaches Energy Services requirements for the scope of work, while selecting a design that complies with applicable codes, standards, laws, and regulations.

Our program provides for interdisciplinary reviews by an independent team of professional engineers, architects, and support personnel at various milestones throughout execution of the project design. The six distinct quality control review subtasks, which are scheduled and monitored for all projects, include the following:

Q1 – Team Review of Preliminary Project Activities
Q2 – Team Review of Intermediate Project Activities
Q3 – Self Review of Submittal Packages
Q4 – Peer Review of Submittal Packages
Q5 – Commercial & Legal Review
Q6 – Constructability Review by Senior Staff Member

Price

The total estimate to provide the design services identified herein is **$123,850** which includes an estimated **$25,000** for pre engineering survey work.

Assumptions and Clarifications

BMcD is including the following Assumptions and Clarifications as part of this proposal:

- No permits are needed for the execution of this Work therefore permitting effort is not included.
- Existing soil boring will be sufficient for design of new foundation. If a new soil boring is required, BMcD will engage a geotechnical contractor and bill per the terms of the MSA.
- A total of 1 site visit is included in the estimated price.
- Work will take place per the proposed schedule and procurment and construction will be part of a separate design Build Firm Price proposal.
- BMcD Labor and Expenses to be billed under the terms of the MSA and current rate sheet

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Planning and Development
DATE:	08/25/2023
SUBJECT:	Agreement with Xavier Cortada for a Sculpture in the Downtown Community Redevelopment Area

BACKGROUND

The Community Redevelopment Agency (CRA) is actively implementing the Downtown Public Art Master Plan with assistance from the Public Art Advisory Committee (PAAC), which provides a recommendation to the CRA and the City Council on public art pieces. The first public mural was completed on the east face of the C.A.P.E. storage building located in the public parking lot at Second Street North and Fourth Avenue North in April of 2023. The second mural underway is located at the back (north side) of the Seawalk Pavillion. The third public art piece recommended by the PAAC is a sculpture located on the northeast corner of the roundabout intersection of Second Street and Beach Boulevard. This location was previously used for a veteran's memorial, which has since been relocated to Oceanfront Park.

The PAAC received 80 submissions for the sculpture project and narrowed it down to 30 for consideration. The PAAC narrowed that list down to seven finalists, and decided to conduct interviews with all seven. Following the interviews, the PAAC selected three finalists' submissions to discuss further, ultimately deciding to award the sculpture contract to Xavier Cortada from Miami, Florida to work with on the sculpture project. At the same meeting, the PAAC also directed staff to work with the second selection, HAVIC Studios, to discuss the upcoming FY 2024 public art project(s). The CRA approved the PAAC's recommendation at their regular meeting held on October 30, 2023. Upon approval by the City Council, staff will begin working with the selected artist to finalize the sculpture design and present the design to the community.

The proposed payment schedule for the total project cost of $150,000 is as follows:

- 25%, $37,500.00 when the contract is executed by the City and the selected artist
- 25%, $37,500.00 final design concept approval
- 25%, $37,500.00 once site work has begun, and the artist team is on site
- 25%, $37,500.00 upon completion of the project

The project schedule from start to completion is approximately nine months. A detailed concept of the sculpture was provided by the artist and is attached for your review and consideration.

FINANCIAL IMPACT

Funding for this project is included in the FY2024 Art Master Plan capital improvement project, no amendments are required.

REQUESTED ACTION

AGENDA ITEM:
B.

Approve/Disapprove an Agreement with Xavier Cortada for a Sculpture in the Downtown Community Redevelopment Area pursuant to the Downtown Public Art Master Plan

ATTACHMENTS

1. 2023 Public Art Proposal - Xavier Cortada
2. Cortada - Contract

AGENDA ITEM:
B.

"Water Columns"

Xavier Cortada

Jacksonville Beach Proposal to accompany **video presentation** for Beach Drive and 2nd Street public art commission.

CORTADA

"Water Columns"

Xavier Cortada

Jacksonville Beach Proposal:
Video presentation for Beach Drive
and 2nd Street public art commission.

CORTADA

About the Artist

Xavier Cortada

Xavier Cortada is an artist based in Miami, Florida. He pioneered eco-art in Miami-Dade County and is the only artist to create work at both of the Earth's poles. His community-driven art has catalyzed over 25 acres of ecological restoration, generated participatory eco-art projects in every Miami-Dade County public school and library, and celebrated scientific breakthroughs such as the discovery of the “God particle” at CERN.

Cortada received bachelors, masters and law degrees from the University of Miami, where he currently serves as professor of practice at the University of Miami Department of Art and Art History (with secondary appointments in the School of Law and Miller School of Medicine Department of Pediatrics).

He has served as Vice Chair of the Florida Arts Council and is the immediate past Chair of the Miami-Dade Cultural Affairs Council. In 2022, he was appointed by the Mayor as the county's inaugural artist-in-residence in 2022. Since 2017, his studio has been located at Pinecrest Gardens.

Public Art

Over the past three decades, the Cuban-American artist has created art at the North and South poles and across 6 continents, including more than 150 public artworks, installations, collaborative murals and socially engaged projects.

HOUSING
LIBERTY SQUARE

HOUSING
PINEIRO APARTMENTS

TRANSIT
WEST PALM BEACH PLAZA

TRANSIT
PORT EVERGLADES

PARKS
BETTY T. FERGUSON AQUATIC CENTER

HOUSING
JOE MORETTI APARTMENTS

HOUSING
STIRRUP PLAZA I

HOUSING
STIRRUP PLAZA II

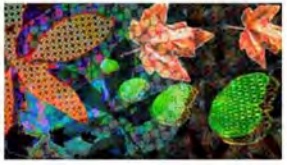
TRANSIT
FT. DRUM PLAZA

TRANSIT
TURKEY LAKE PLAZA

HOUSING
COLLINS PARK APARTMENTS

HOUSING
SOUTH MIAMI PLAZA

PARKS
CURTIS PARK PLAZA



GARDENS
FLORIDA BOTANICAL GARDENS

GOVERNMENT
MIAMI-DADE COUNTY HALL

GOVERNMENT
PINECREST VILLAGE HALL

Public Art

He has been commissioned to create art for CERN, the White House, the World Bank, the Florida Turnpike, Port Everglades, and Miami City Hall, among many other art, science, and government venues.

Learn more at
www.cortada.com/publicart

HOUSING
DANTE FASCELL APARTMENTS

GOVERNMENT
MURRAY E. NELSON GOVERNMENT AND CULTURAL CENTER

GOVERNMENT
MIAMI CITY HALL

MUSEUMS
FROST ART MUSEUM

UNIVERSITIES
UNIVERSITY OF MIAMI SHALALA STUDENT CENTER

GOVERNMENT
COUNTY MAYOR'S OFFICE

GOVERNMENT
OFFICE OF THE PUBLIC DEFENDER

UNIVERSITIES
UNIVERSITY OF MIAMI HERBERT BUSINESS SCHOOL

HOUSING
LIBERTY SQUARE

Public Art

DIATOM FOUNTAIN

Xavier Cortada, "Diatom Fountain, " 16' x 8' x 8' hand-carved, hand-painted ceramic and mosaic on concrete, 2017. (Smathers Plaza | Little Havana, Miami-Dade Housing Authority)

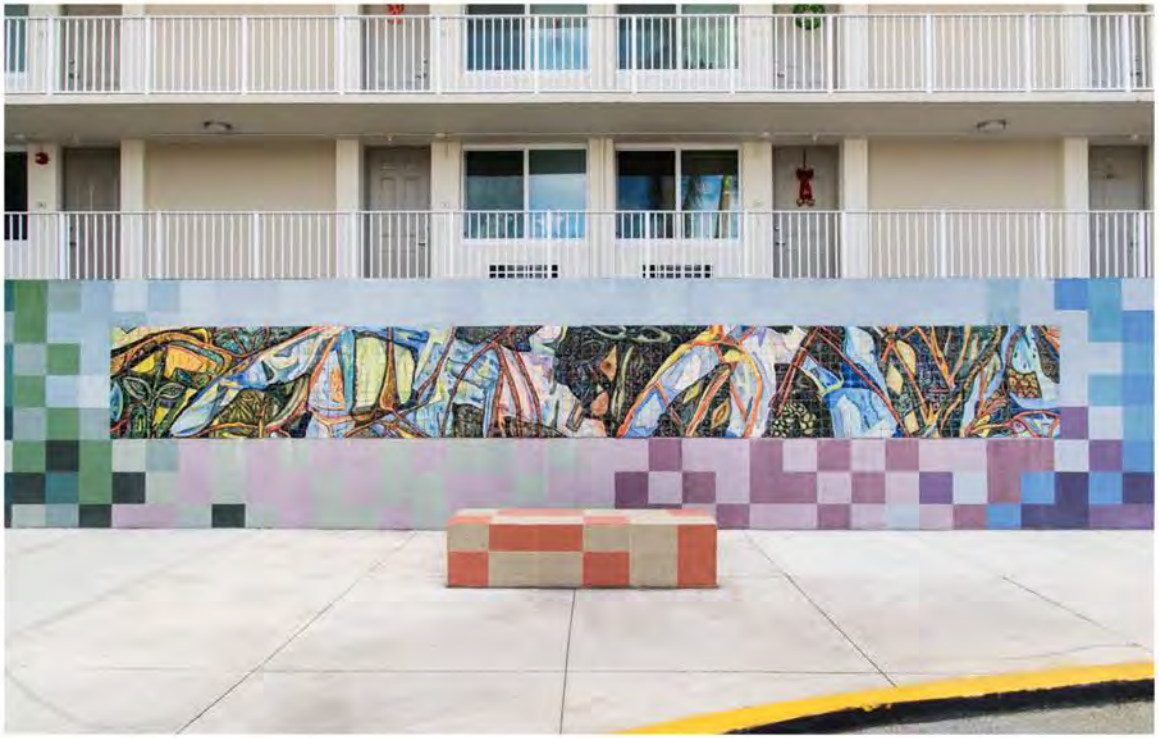
Public Art

Xavier Cortada, "Diatom Fountain, " 16' x 8' x 8' hand-carved, hand-painted ceramic and mosaic on concrete, 2017. (Smathers Plaza | Little Havana, Miami-Dade Housing Authority)

Public Art

Xavier Cortada, “Sunburst Woodstorks,” hand-carved/hand-painted ceramic tile, 10' x 8.75', 2016 (Stirrup Plaza II, Coconut Grove | Miami Dade Housing Authority)

Public Art



CERAMIC TILE WORKS

Xavier Cortada, "**Mangrove Cove**," ceramic and glass mosaic, 2013 (Dante Fascell Apartments, Miami-Dade Housing Authority)

©2020 XAVIER CORTADA

Public Art

Xavier Cortada, “Plaza Azul,”
hand-painted ceramic tile, 96" x 192"' x 18", 2009
Curtis Park, Miami, FL

Public Art

Xavier Cortada, “Plaza Allapattah,” hand-painted ceramic and glass mosaic, 96" x 384'" x 18", 2008
Curtis Park, Miami, FL

Public Art

Xavier Cortada, “Plaza Roja,” hand-painted ceramic and glass mosaic, 96" x 96"‘ x 18", 2008. Curtis Park, Miami, FL.

Public Art

Xavier Cortada, “Plaza Amarilla,” hand-painted ceramic and glass mosaic, 96" x 96" x 18", 2008. Curtis Park, Miami, FL

Video Presentation

of public art proposal

Watch video presentation: https://youtu.be/HYc6He0TbZA

Video Presentation

of artist discussing his public art proposal:

https://youtu.be/HYc6He0TbZA

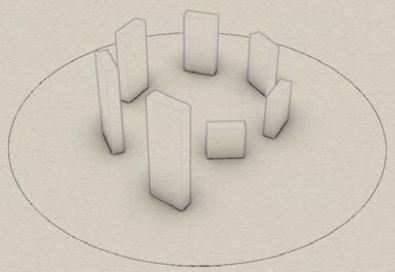
Site

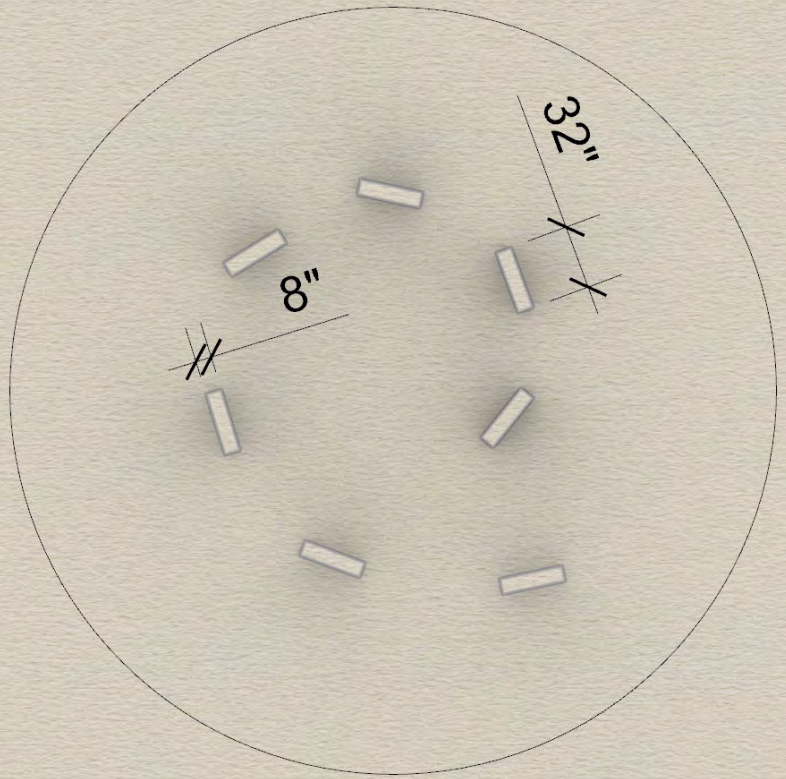
The above images show the area planned for the “entry way” sculpture/seating/garden space. This reflects the current conditions. The site is slightly elevated, and the foundation is primarily dirt.

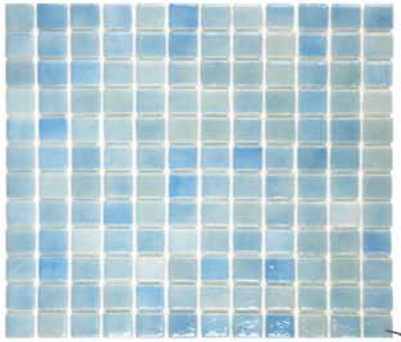
SEVEN WATER COLUMNS

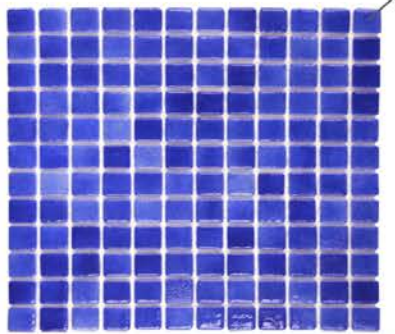
Each water column is 32” wide x 8” deep.

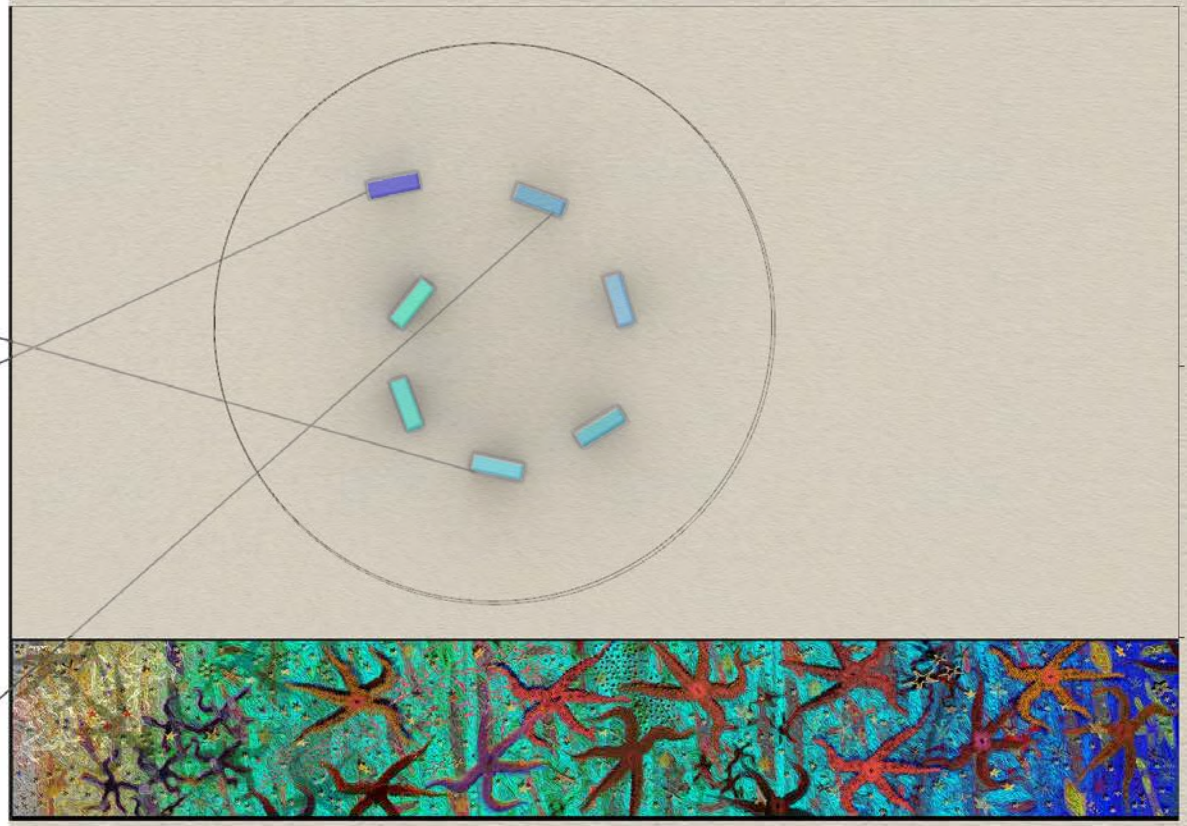
The columns are to be clad in hand-carved, hand-painted ceramic tile and framed in glass mosaic.





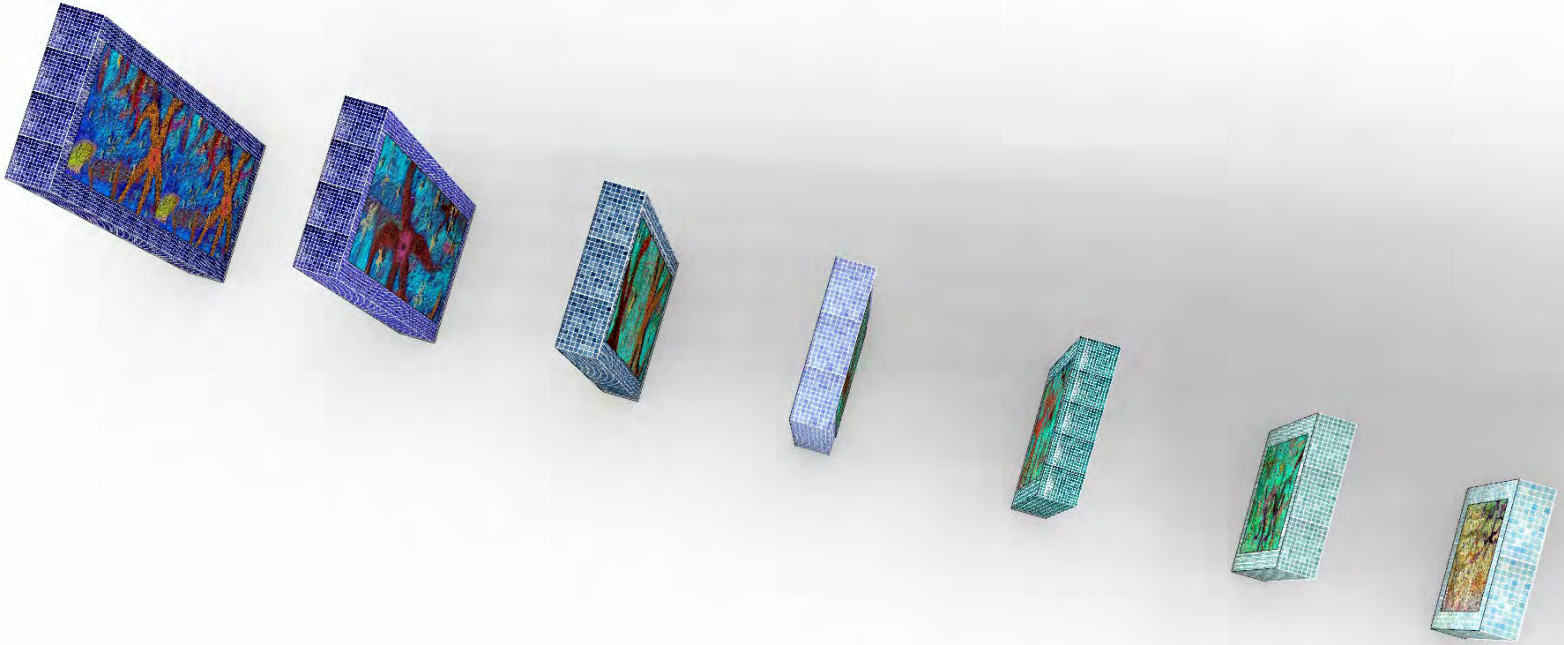


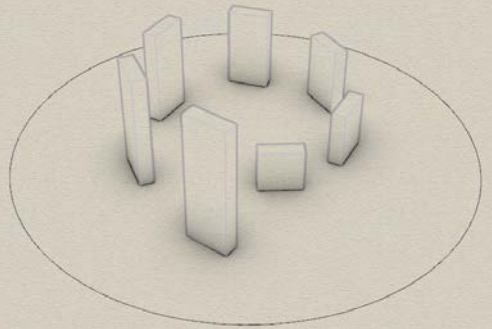


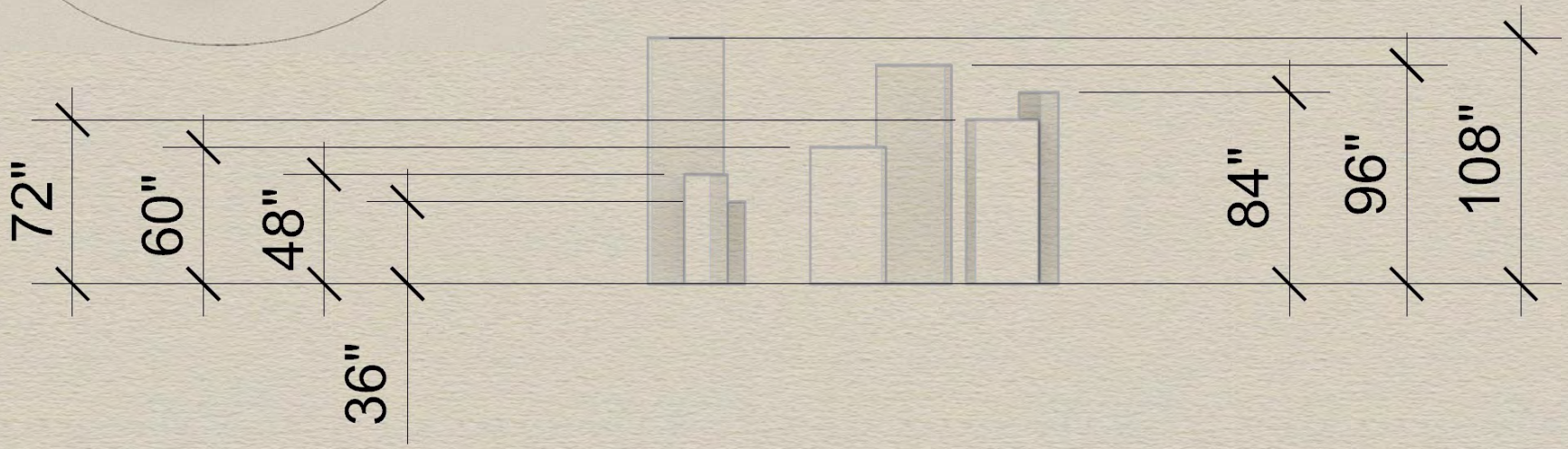


FRAMED IN GLASS MOSAIC

Seven different glass mosaic patterns will frame each of the seven water columns to create a gradient of blue hues across plaza referencing the various tidal zones emanating from the water's edge.

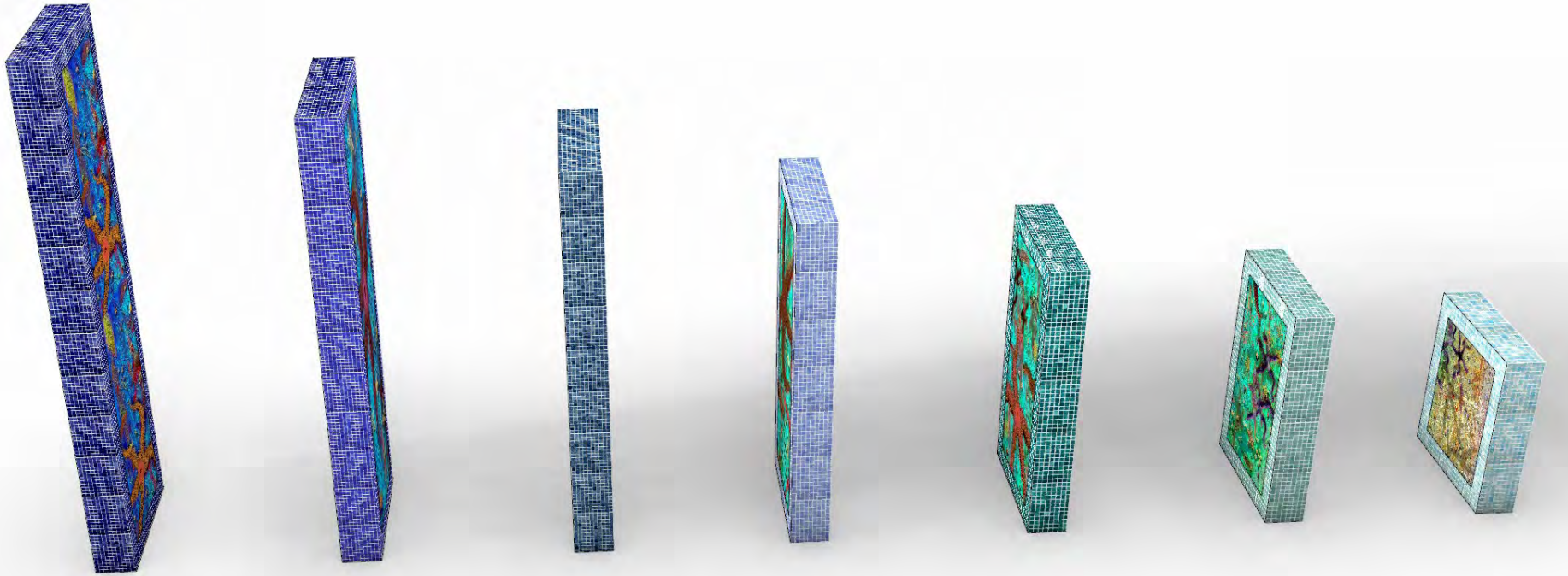






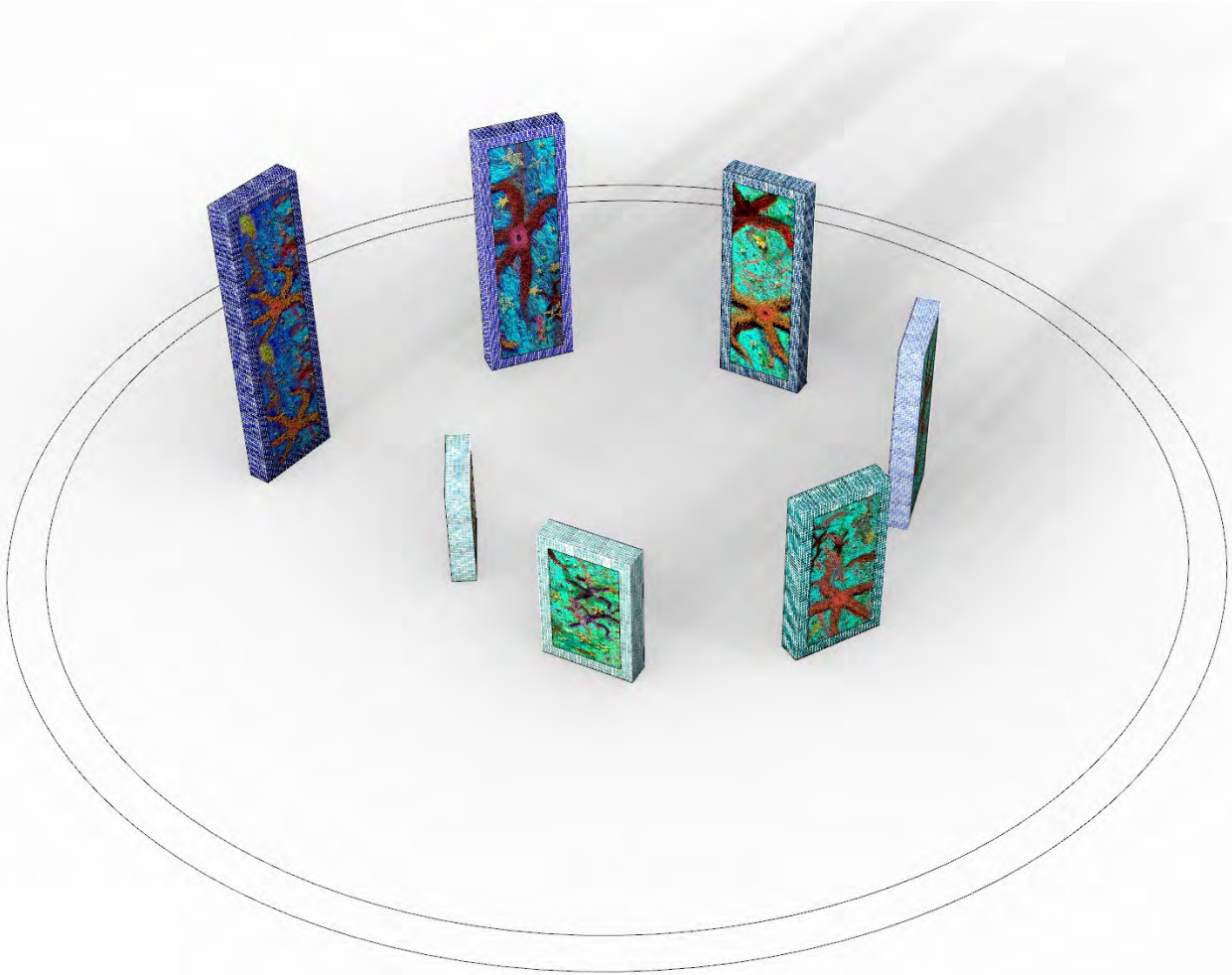
SEVEN WATER COLUMNS

Seven concrete columns of varying heights from three feet to nine feet arranged in the form of a spiral.



“ Water Columns”

Xavier Cortada

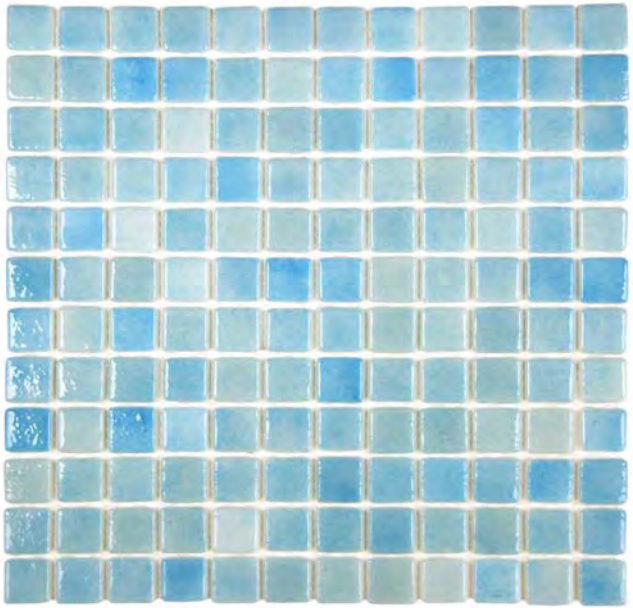


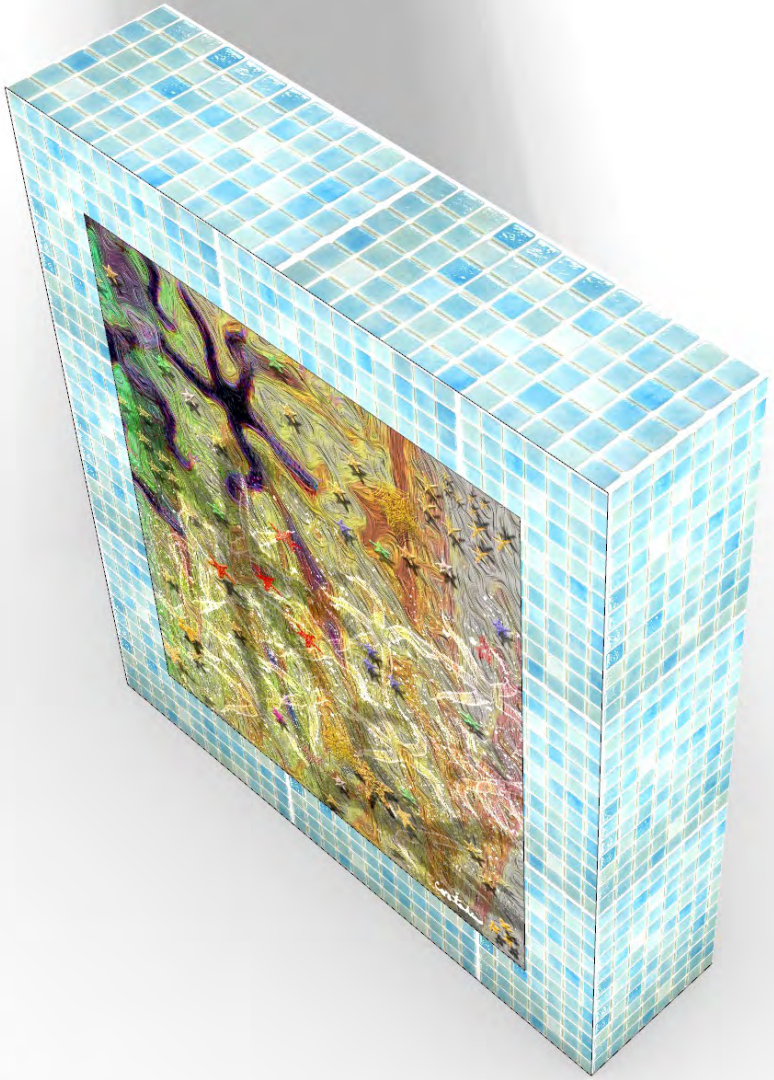
Water Column: **One**

HWD = 48” x 32” x 8” (mosaic border of 4”)

Water Column: **One**

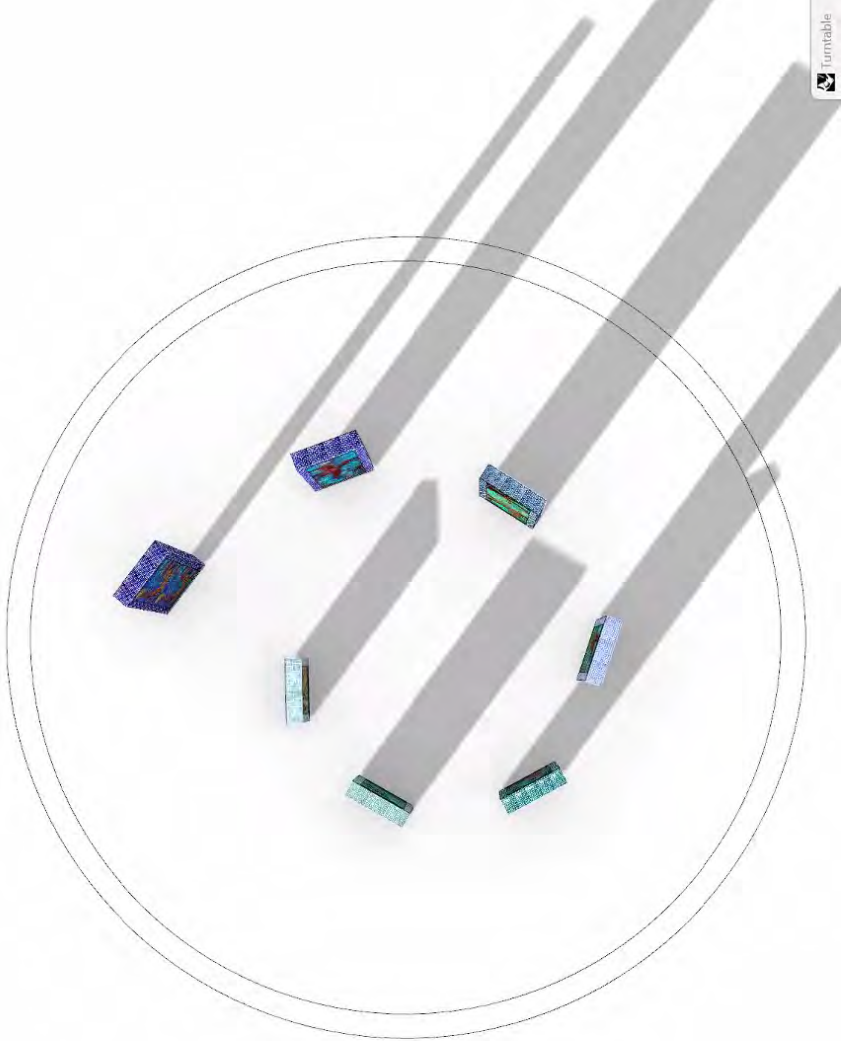
HWD = 48” x 32” x 8” (mosaic border of 4”)





Water Column: **One**

HWD = 48” x 32” x 8” (mosaic border of 4”)



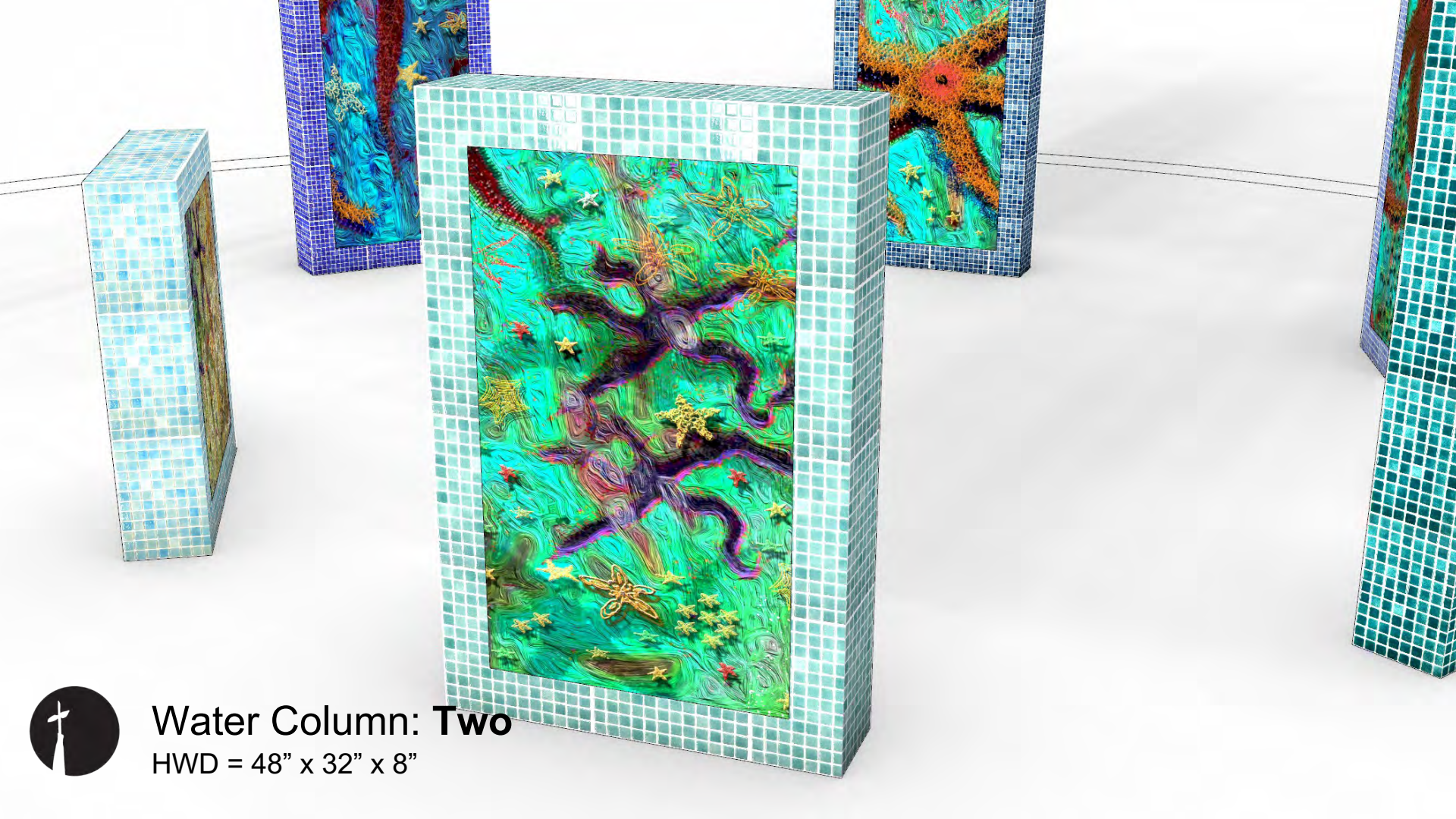
Water Column: **One**

HWD = 48” x 32” x 8” (mosaic border of 4”)

Xavier Cortada, "Starfish Shuffle: Sand," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

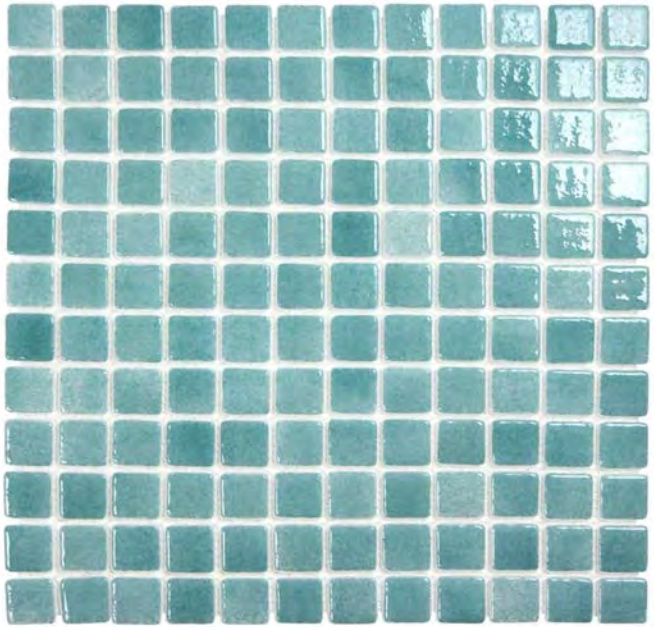
Water Column: **Two**

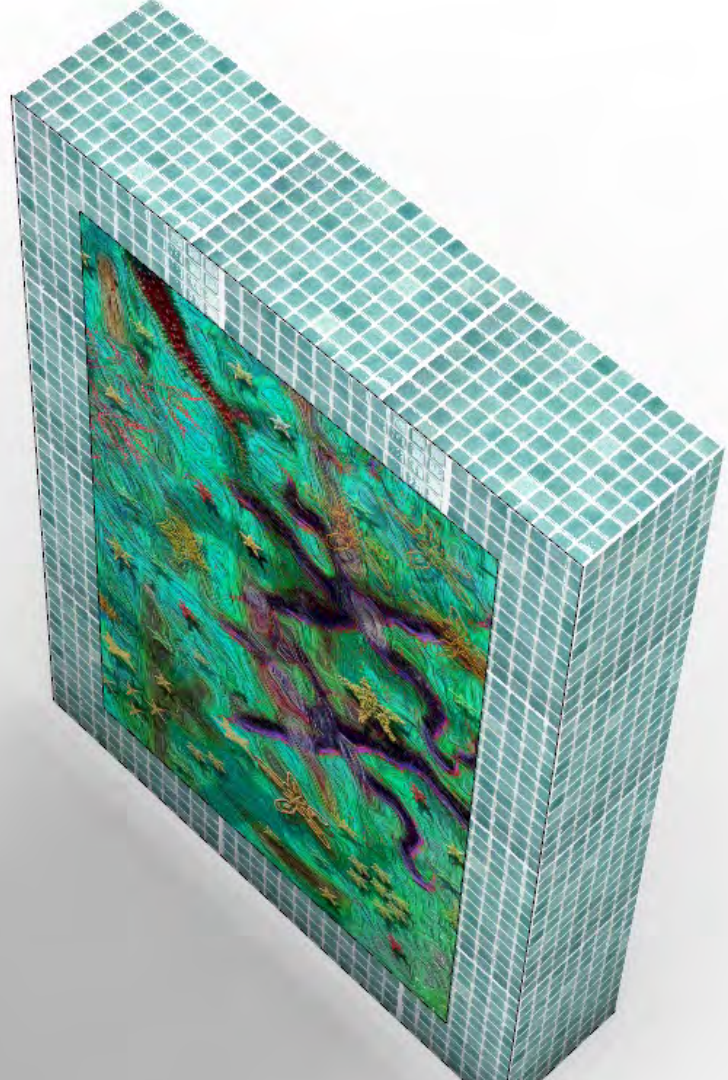
HWD = 48” x 32” x 8”



Water Column: **Two**

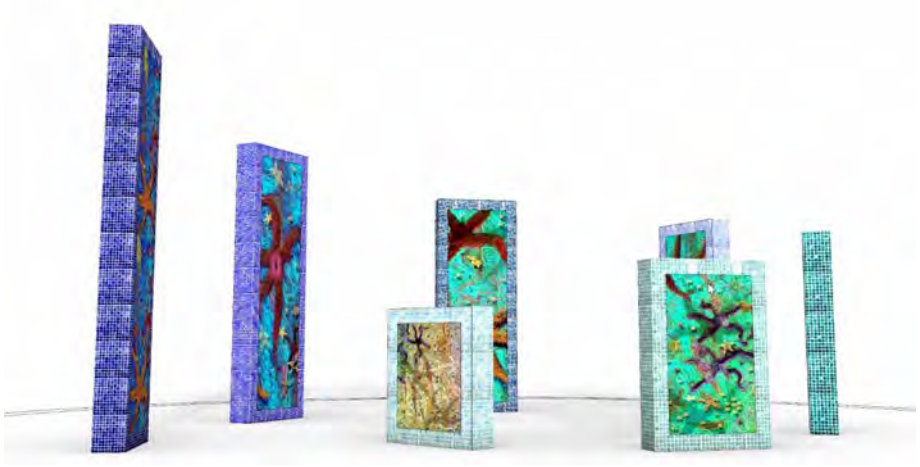
HWD = 48” x 32” x 8”





Water Column: **Two**

HWD = 48” x 32” x 8”



Water Column: **Two**

HWD = 48” x 32” x 8”

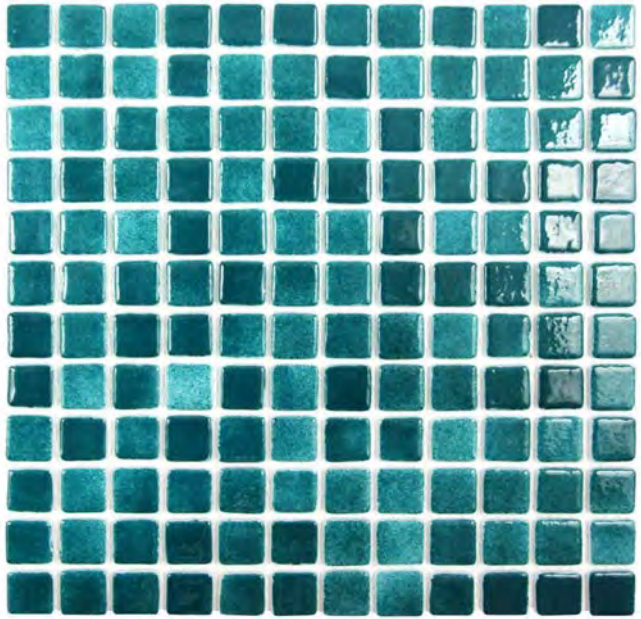
Xavier Cortada, "Starfish Shuffle: Seagrass 1," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

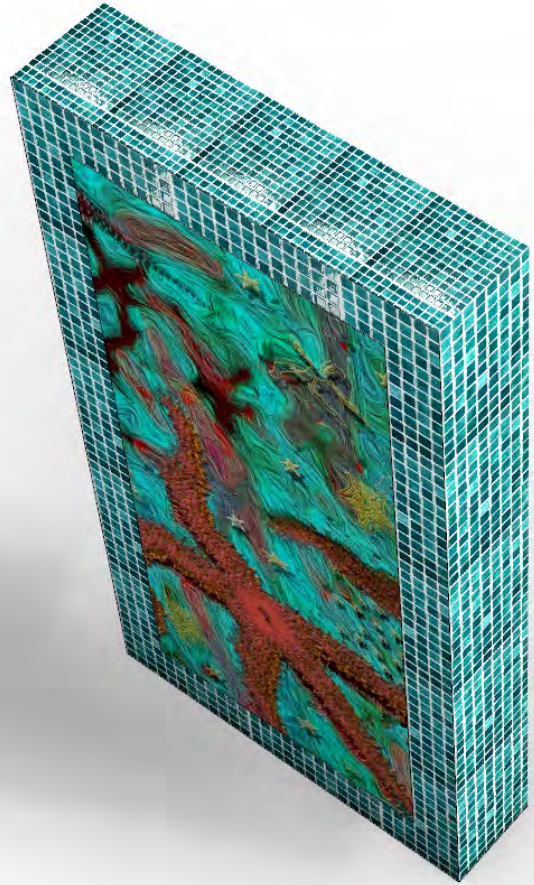
Water Column: **Three**

HWD = 60” x 32” x 8”

Water Column: **Three**

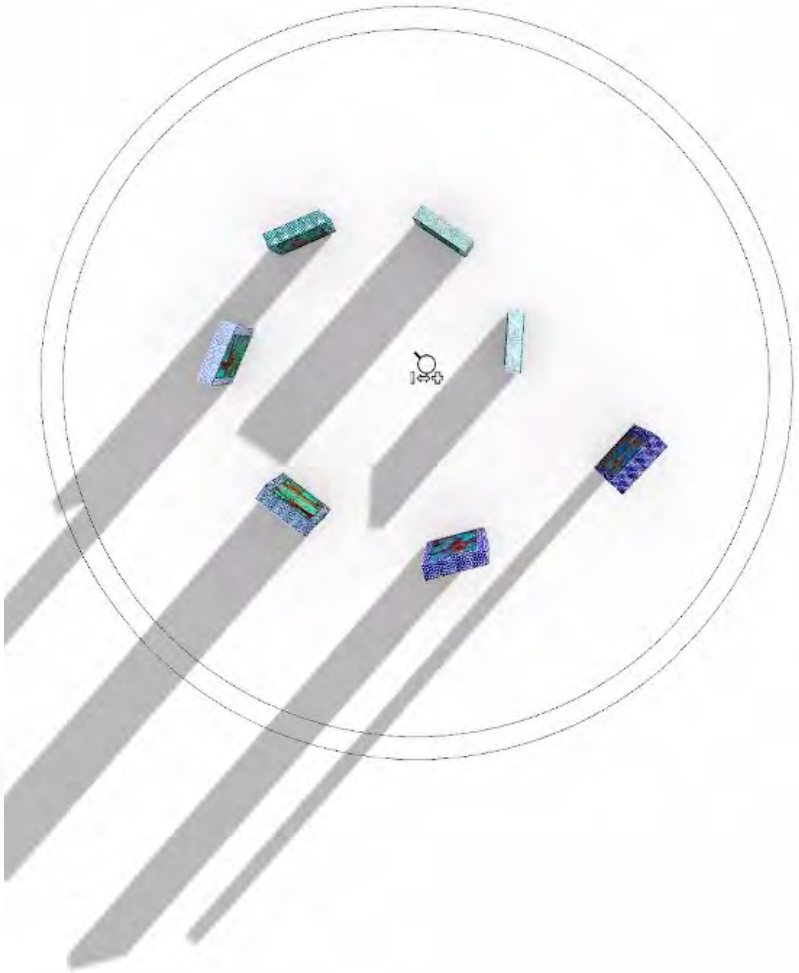
HWD = 60” x 32” x 8”





Water Column: **Three**

HWD = 60” x 32” x 8”



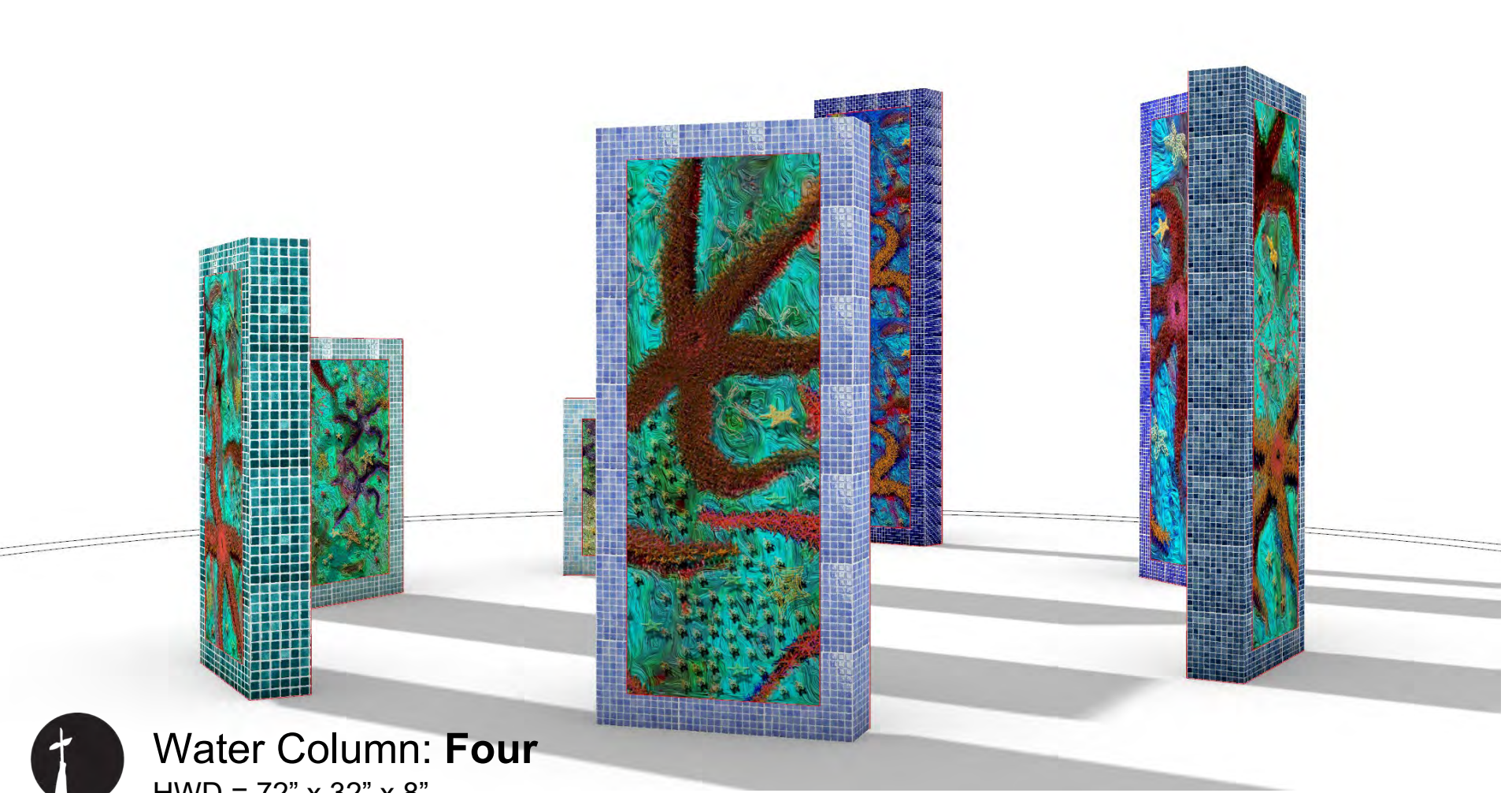
Water Column: **Three**

HWD = 60” x 32” x 8”

Xavier Cortada, "Starfish Shuffle: Current," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

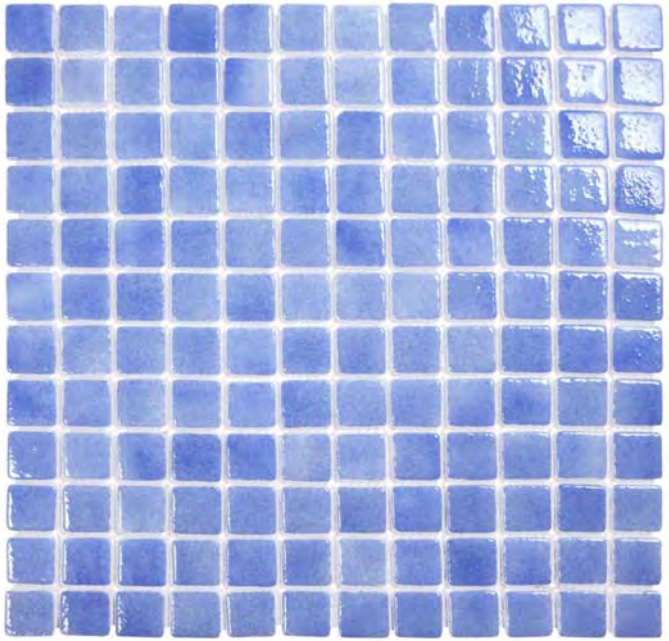
Water Column: **Four**

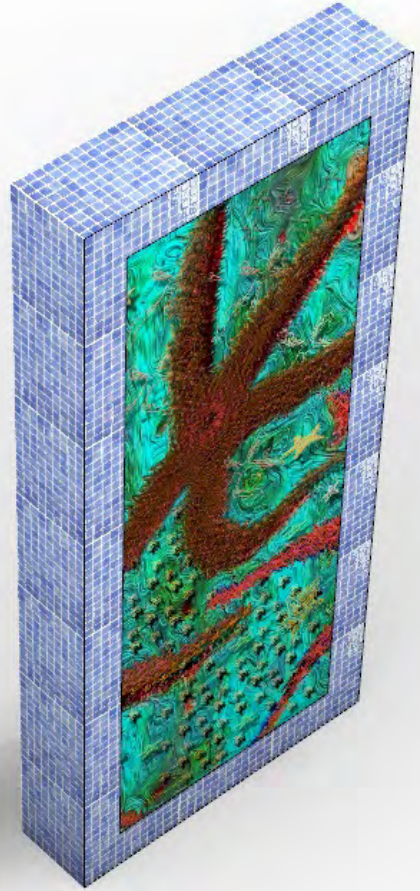
HWD = 72” x 32” x 8”



Water Column: **Four**

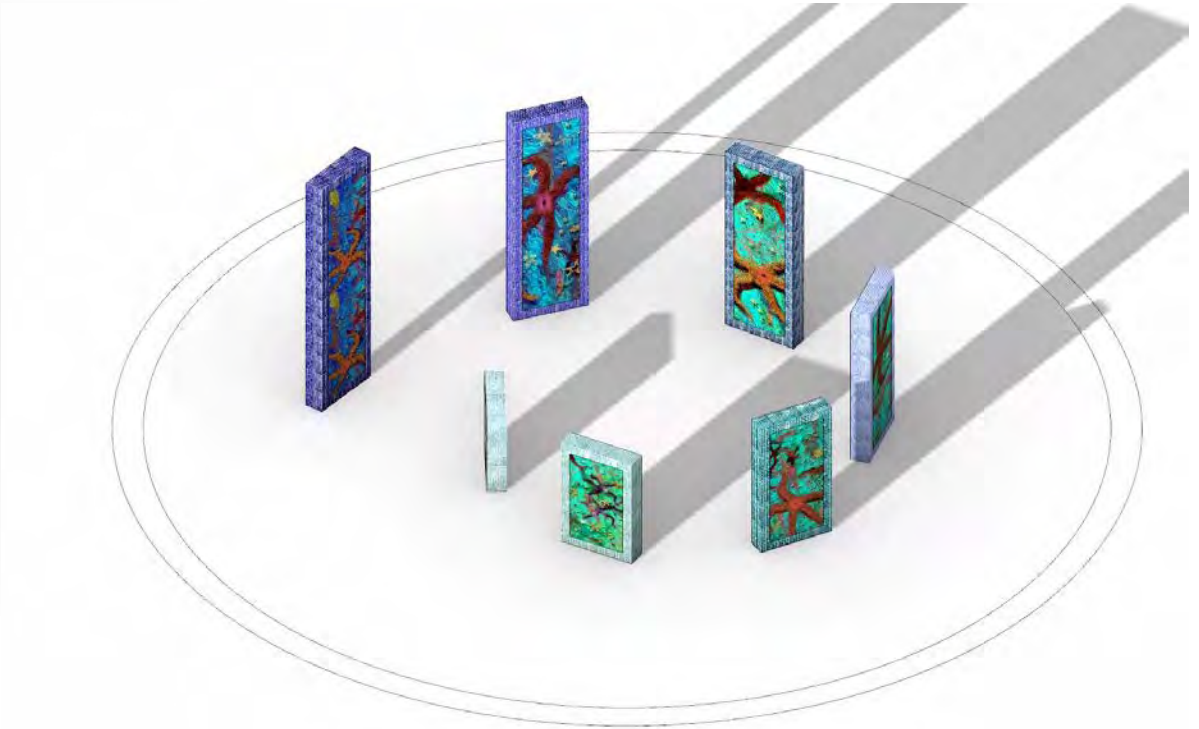
HWD = 72” x 32” x 8”





Water Column: **Four**

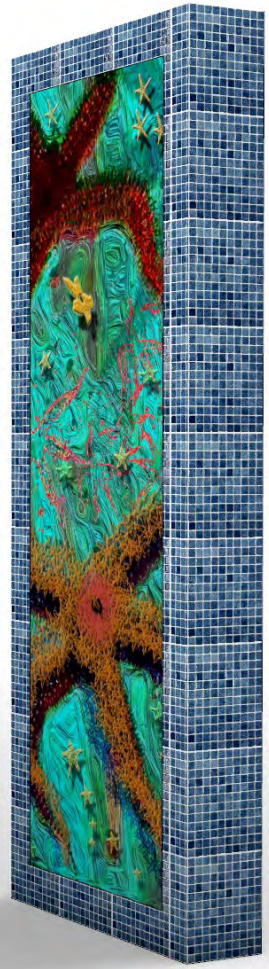
HWD = 72” x 32” x 8”



Water Column: **Four**

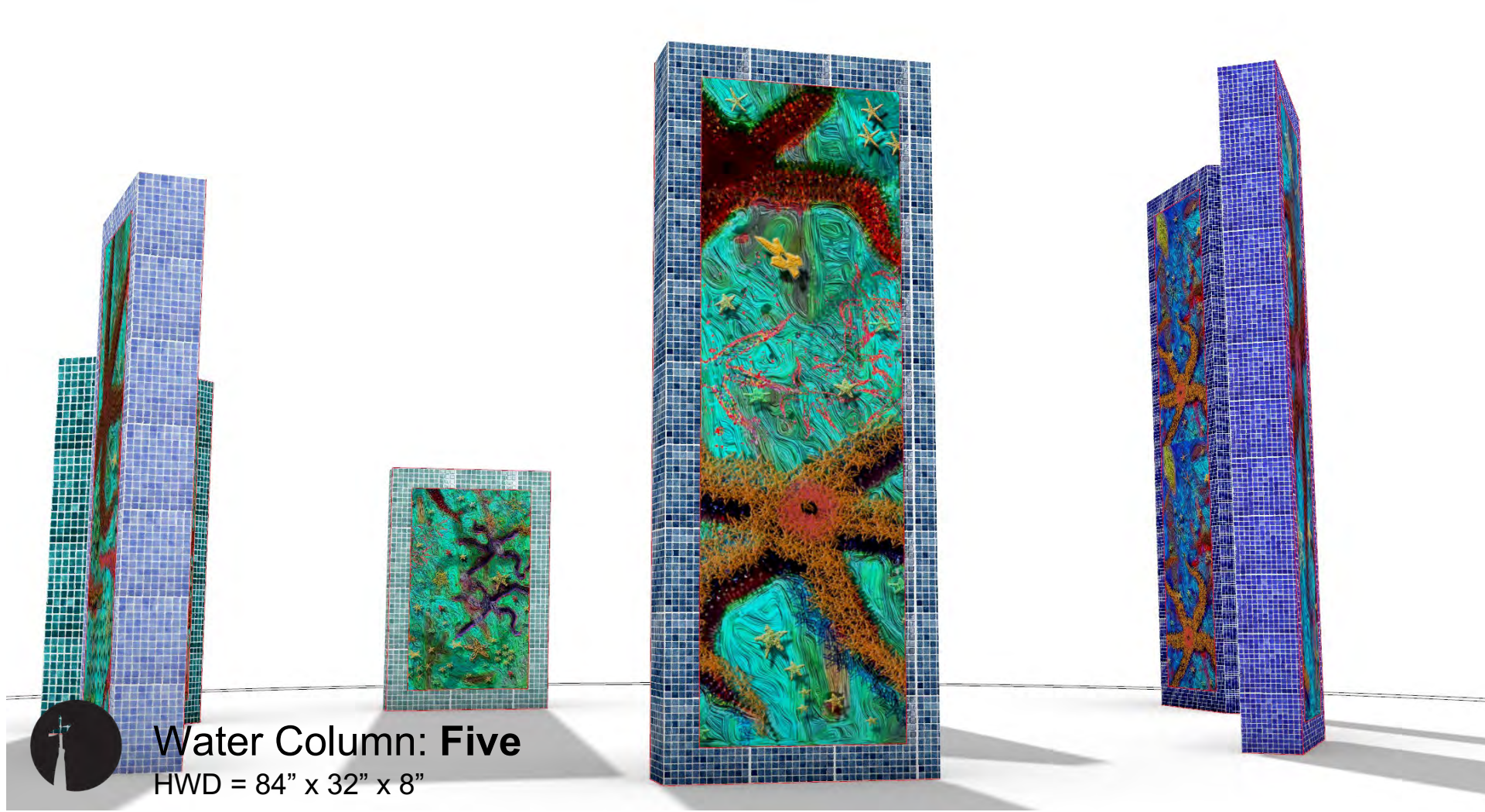
HWD = 72” x 32” x 8”

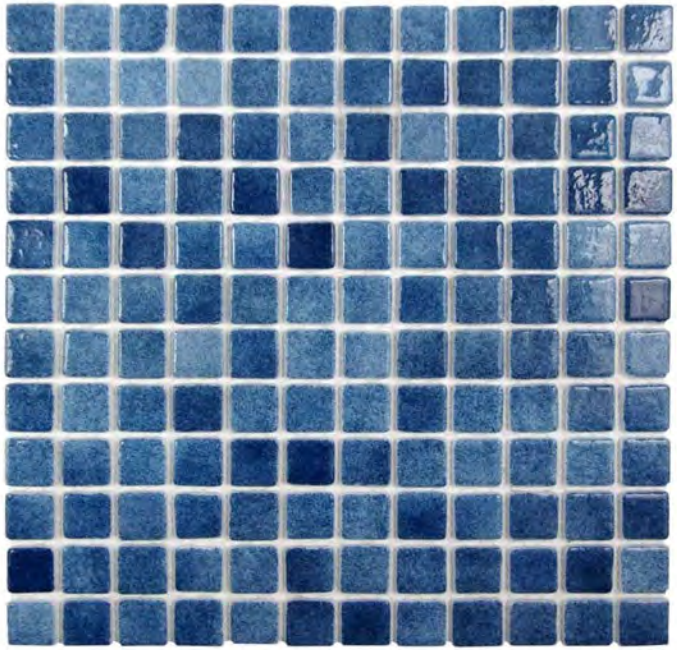
Xavier Cortada, “Sea Stars (Sinistra & Dextera),” 2' x 16', ceramic, 2014 (South Miami Plaza |Miami-Dade Housing Authority, South Miami, FL

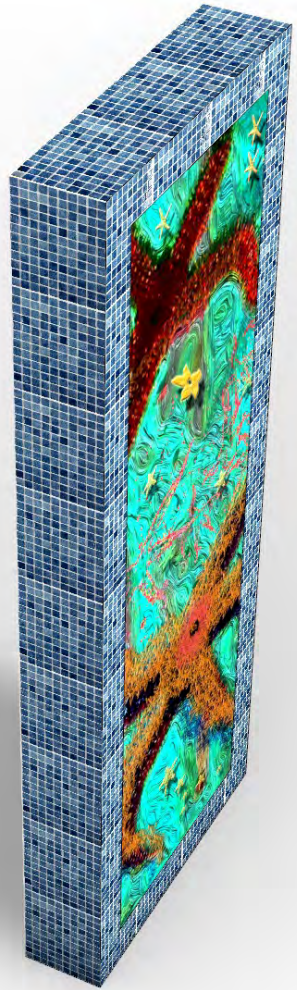


Water Column: **Five**

HWD = 84” x 32” x 8”

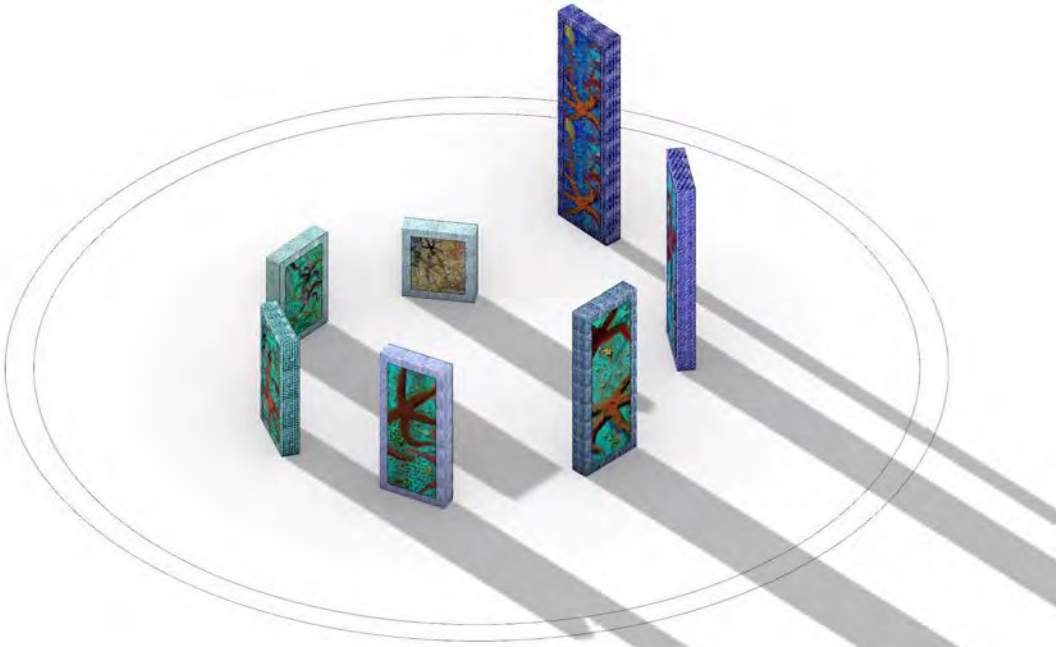

Water Column: **Five**
HWD = 84” x 32” x 8”





Water Column: **Five**

HWD = 84” x 32” x 8”



Water Column: **Five**

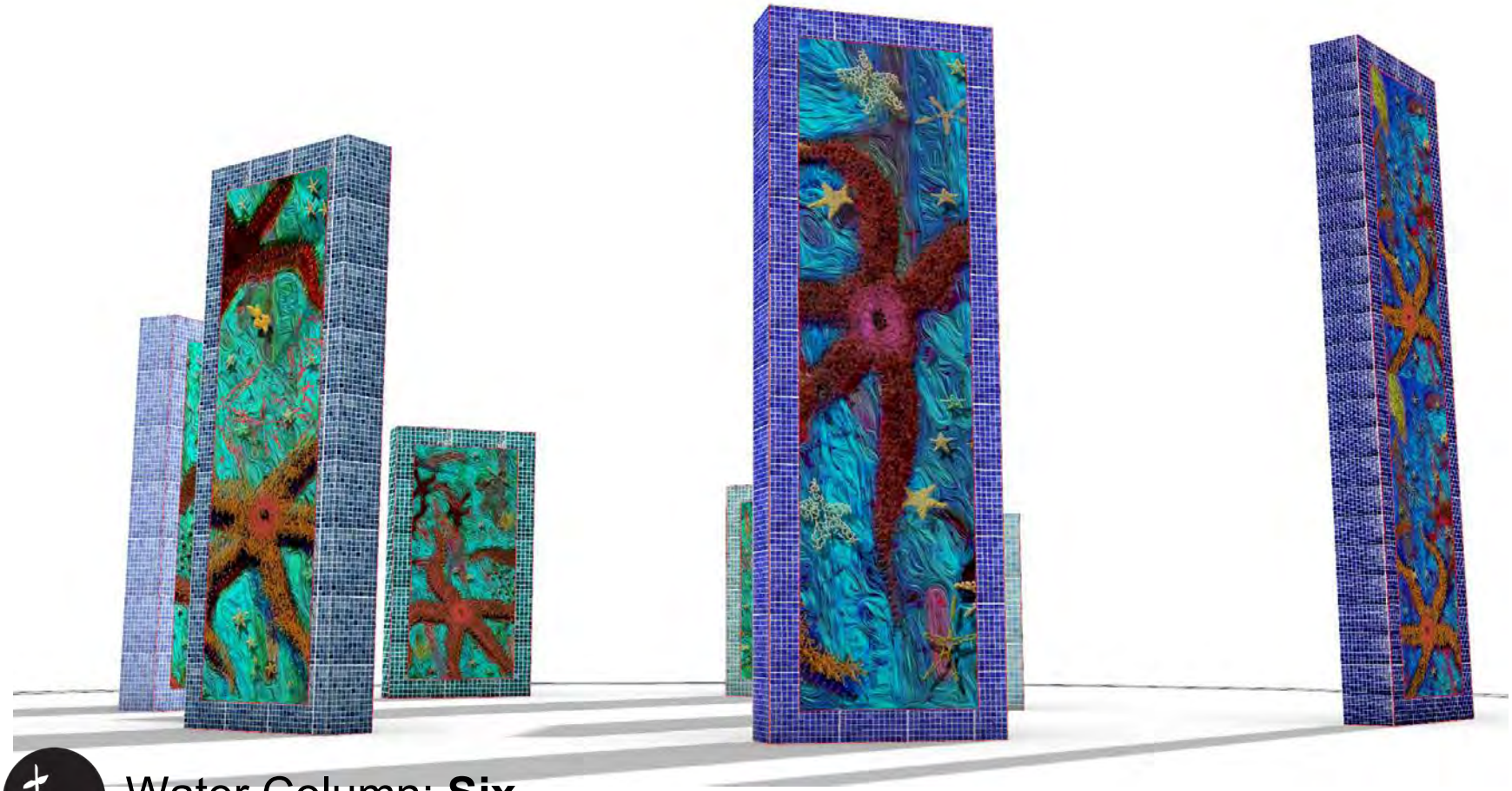
HWD = 84” x 32” x 8”

Xavier Cortada, "Starfish Shuffle: Current" hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

Xavier Cortada, "Starfish Shuffle: Current," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

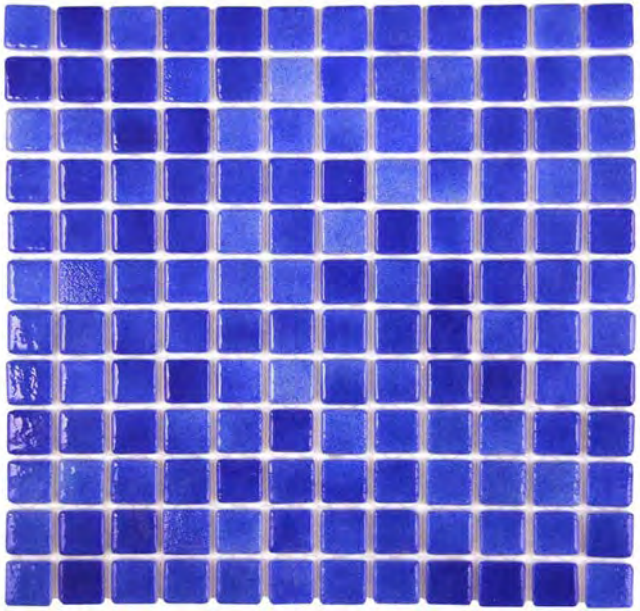
Water Column: **Six**

HWD = 96” x 32” x 8”



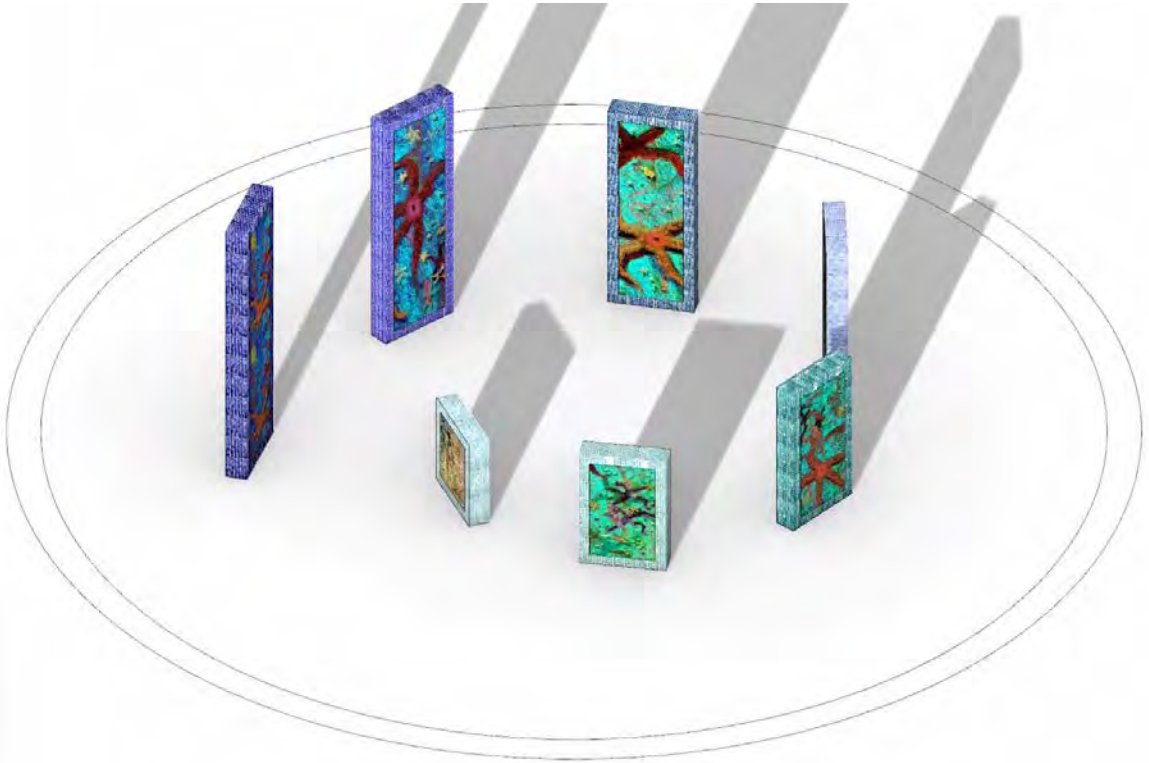
Water Column: **Six**

HWD = 96” x 32” x 8”



Water Column: **Six**

HWD = 96” x 32” x 8”

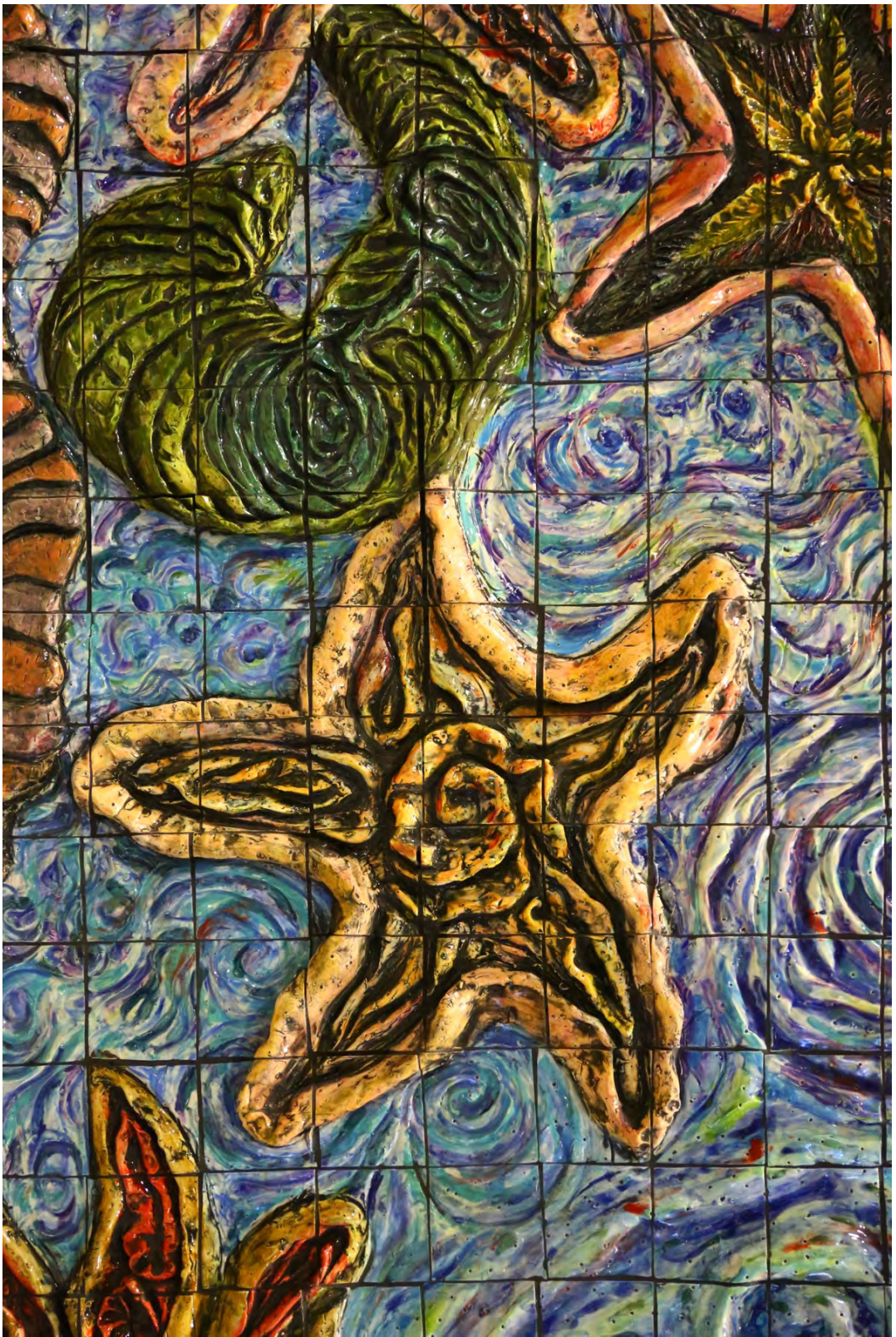


Water Column: **Six**

HWD = 96” x 32” x 8”

Xavier Cortada, "Starfish Shuffle: Sandbar," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

Xavier Cortada, "Starfish Shuffle: Sandbar," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

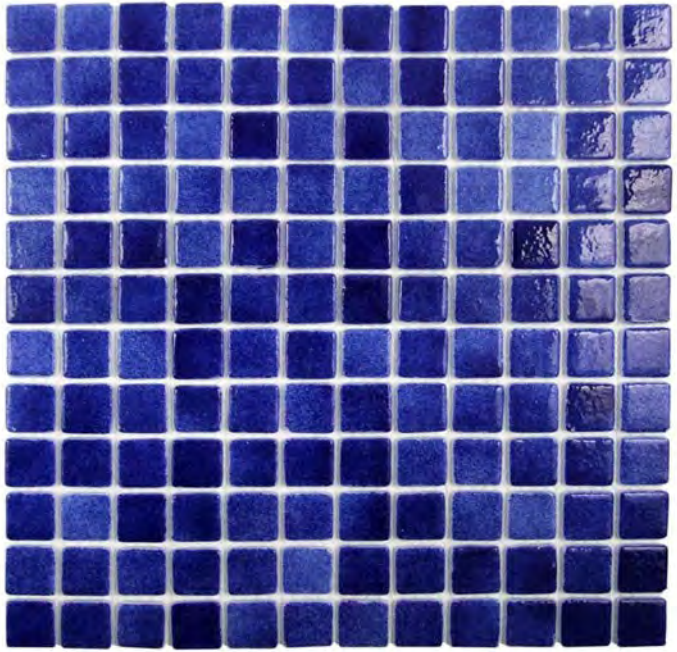


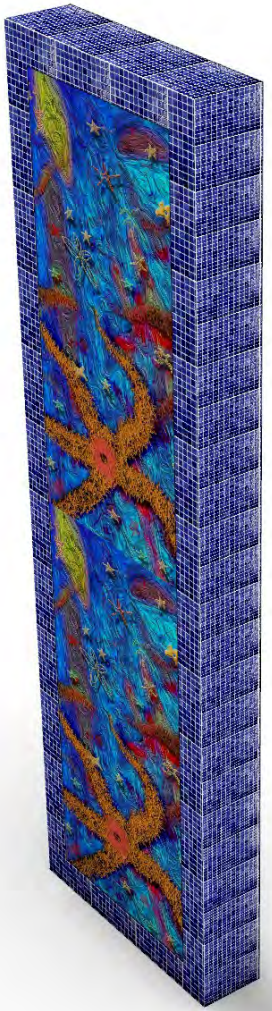
Water Column: **Seven**

HWD = 108” x 32” x 8”

Water Column: **Seven**

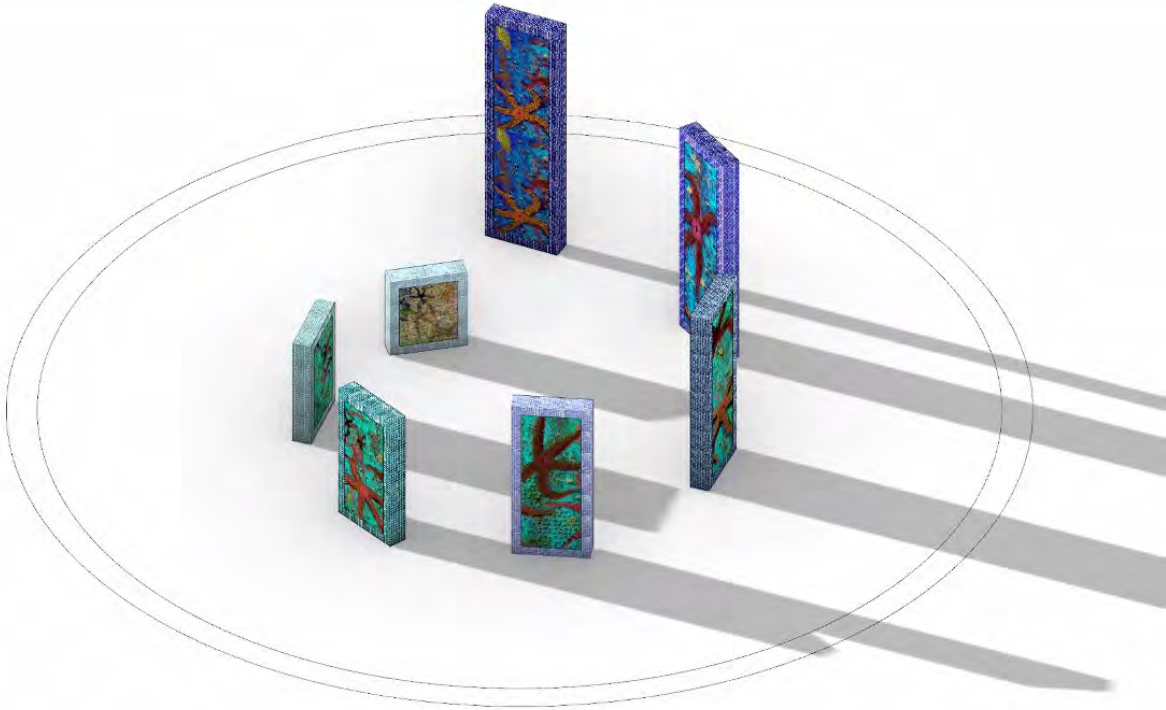
HWD = 108” x 32” x 8”





Water Column: **Seven**

HWD = 108” x 32” x 8”

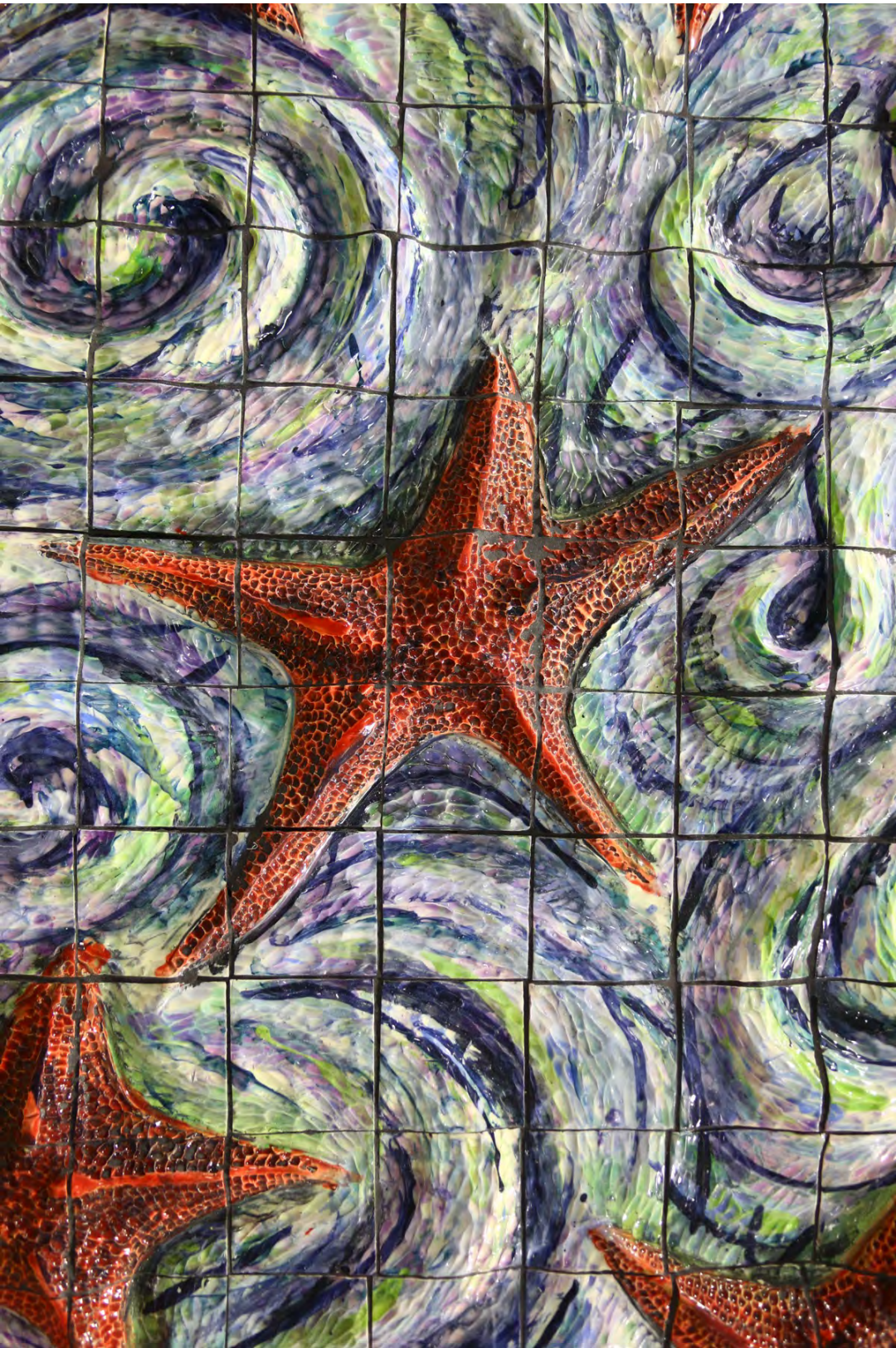


Water Column: **Seven**

HWD = 108” x 32” x 8”

Xavier Cortada, "Starfish Shuffle: Seashore," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013

Xavier Cortada, "Starfish Shuffle: Seashore," hand-painted and hand-carved ceramic tile mural, 4' x 8' x 4', Port Everglades, (Broward County Public Art & Design Program), Ft. Lauderdale, FL, 2013



Artist's Statement

"Water Columns: Celebrating Jacksonville Beach and Generating Environmental Awareness"

Before reading this statement, please see **the Public Art Presentation video** so you may learn about the artwork I am proposing: https://youtu.be/HYc6He0TbZA

Introduction: The proposed public art sculpture, a series of concrete columns clad in hand-made ceramic tiles, aims to celebrate the main attraction of Jacksonville Beach, FL, while also drawing attention to environmental issues related to water. This dynamic installation seeks to elevate and exhibit the beauty and significance of water within the coastal ecosystem.

Capturing the Essence of Jacksonville Beach: The sculpture will be designed to reflect the unique coastal characteristics of Jacksonville Beach. By incorporating elements inspired by the beach's natural beauty, such as waves, and marine life, the artwork will pay homage to the main attraction of the area. Framed in mosaic, the vibrant ceramic tiles, with their intricate designs and coastal color palette, will further evoke a sense of place and capture the essence of the beach town.

Artist's Statement

"Water Columns: Celebrating Jacksonville Beach and Generating Environmental Awareness"
(continued)

Symbolism of Water Columns: The sculpture's form as a series of water columns carries symbolic significance. Water, as a life-giving element, is essential to the ecosystem and plays a pivotal role in sustaining the coastal environment. Each column represents a different aspect of water, such as its power, tranquility, or ever-changing nature, highlighting the multifaceted role of water in the coastal ecosystem.

Environmental Awareness: By choosing to create a sculptural installation that celebrates water, the artwork becomes a platform to raise environmental awareness. It serves as a reminder of the vital importance of preserving and protecting the natural resources that make Jacksonville Beach so special. The sculpture can incorporate educational elements, such as plaques or interactive displays, to provide information on local water-related environmental issues, such as coastal erosion, sea-level rise, or marine biodiversity conservation.

Conclusion: The proposed water column sculpture represents a celebration of Jacksonville Beach's main attraction while raising awareness of the environmental issues related to water and marine life. Through its design, symbolism, and possible interactive elements, the artwork serves as a reminder of the importance of preserving the coastal ecosystem. By engaging both locals and visitors alike, this public art installation can foster a sense of appreciation and responsibility towards the environment, encouraging individuals to become active participants in its protection and conservation.

Budget

DESIGN and FABRICATION			
Artist's Fee (15% of contract)		$22,500.00	$ 22,500.00
Engineering and Design		$5,000.00	$5,000.00
Fabrication of concrete structures		$30,000.00	$30,000.00
Packing and shipping of artwork		$ 2,500.00	$ 2,500.00
ORIGINAL CERAMIC WORKS			
Hand-made, hand-painted and hand-glazed ceramic mural: 2 per column			
Water Column 1	2'4" x 2' (each of 2 ceramic panels)	$5,580.00	$5,580.00
Water Column 2	3'4" x 2' (each of 2 ceramic panels)	$7,980.00	$7,980.00
Water Column 3	4'4" x 2' (each of 2 ceramic panels)	$10,380.00	$10,380.00
Water Column 4	5'4" x 2' (each of 2 ceramic panels)	$12,780.00	$12,780.00
Water Column 5	6'4" x 2' (each of 2 ceramic panels)	$15,180.00	$15,180.00
Water Column 6	7'4" x 2' (each of 2 ceramic panels)	$17,580.00	$17,580.00
Water Column 7	8'4" x 2' (each of 2 ceramic panels)	$19,980.00	$19,980.00
Installation cost for tiles		$5,964.00	$5,964.00
Glass Mosaic Frame (with 4 inch border per panel) for Columns			
Water Column 1	36" x 24" x 8" (4" frame per panel)	$310.00	$310.00
Water Column 2	48" x 24" x 8" (4" frame per panel)	$377.50	$377.50
Water Column 3	36" x 24" x 8" (4" frame per panel)	$442.50	$442.50
Water Column 4	36" x 24" x 8" (4" frame per panel)	$510.00	$510.00
Water Column 5	36" x 24" x 8" (4" frame per panel)	$577.50	$577.50
Water Column 6	36" x 24" x 8" (4" frame per panel)	$642.50	$642.50
Water Column 7	36" x 24" x 8" (4" frame per panel)	$700.00	$700.00
Installation cost for mosaics		$2,848.00	$2,848.00
MISC			
Administrative		$3,750.00	$3,750.00
Prepatation for community meetings		$100.00	$100.00
Mileage		$243.00	$243.00
Travel (hotel and per diem)		$1,500.00	$1,500.00
Video and Photodocumentation		$1,250.00	$1,250.00
Contingency		$3,750.00	$3,750.00
Misc			$75.00
		TOTAL:	$150,000.00

Public Art Proposal Timeline: Water Columns

Ceramic Tile Murals:
Fabrication in Miami, Installation at Jacksonville Beach.

Timeline

This the proposed timeline for the design, fabrication and installation of theWater Columns public art piece at Jacksonville Beach. Please note that the following timeline provides an estimated condensed outline for the proposed project, with the entire design and fabrication process expected to be completed within 6 months, beginning upon receipt of the first check for project mobilization.

Design Phase: Months 1 and 2

Month 1: Design and Proposal Preparation; Engagement of Community

•Artist meets with project stakeholders to discuss vision, themes, and objectives.
•Preliminary design concepts are developed and presented for feedback.
•Architecture/Structural Engineering firm sign off on construction
•Contractor is secured

Timeline

Fabrication Phase: Months 2-5

Months 2-5: Material Procurement and Mural Creation; Construction of

•Ceramic tiles and materials are procured.
•Studio setup and fabrication begin based on the approved designs.
•Regular quality checks to ensure the integrity of the tiles and craftsmanship.
•Seven slabs are constructed.

Installation Phase: Months 6

Month 6: Installation and Unveiling

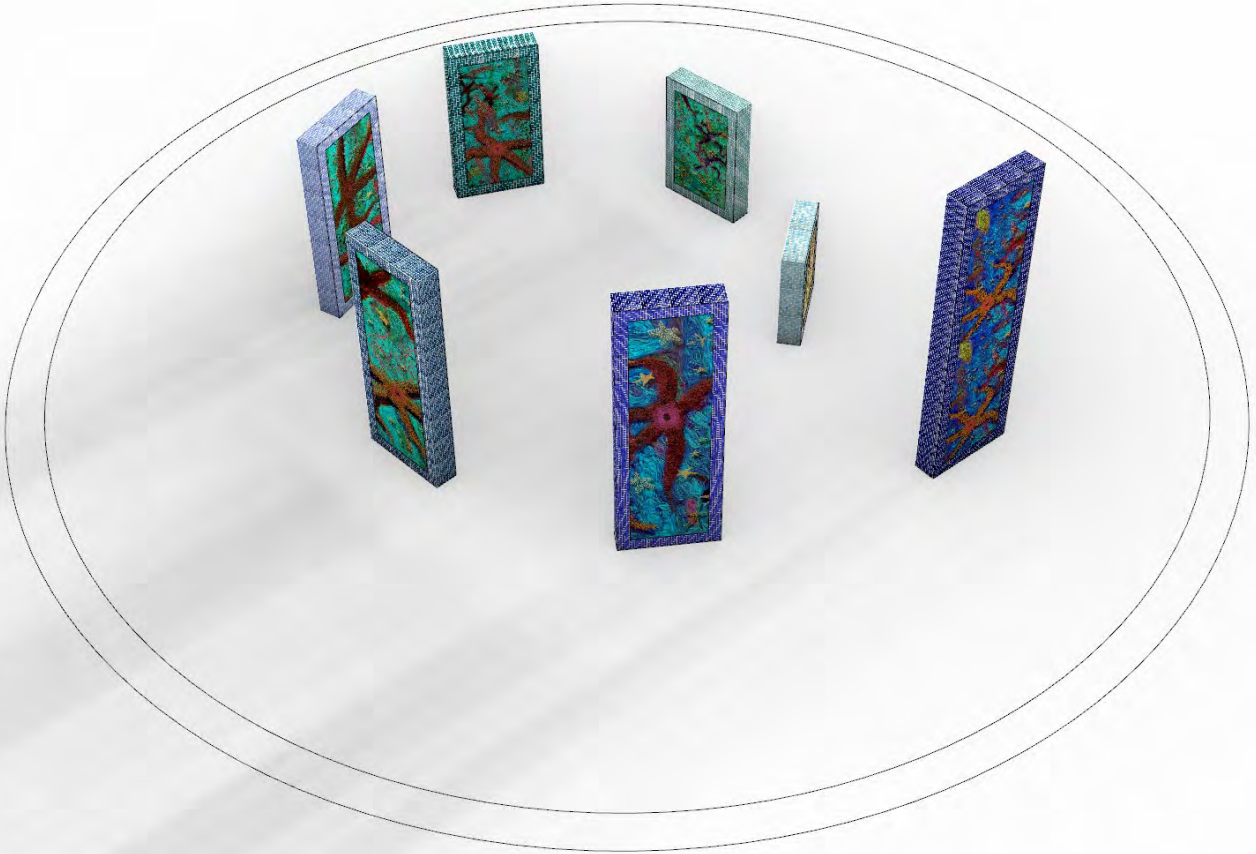
•Ceramic murals and mosaics are transported to Jacksonville Beach.
•Installation of the murals on designated areas is carried out and final adjustments are made for seamless integration.

Timeline

Project Completion

Month 7: Project Completion and Long-Term Plans

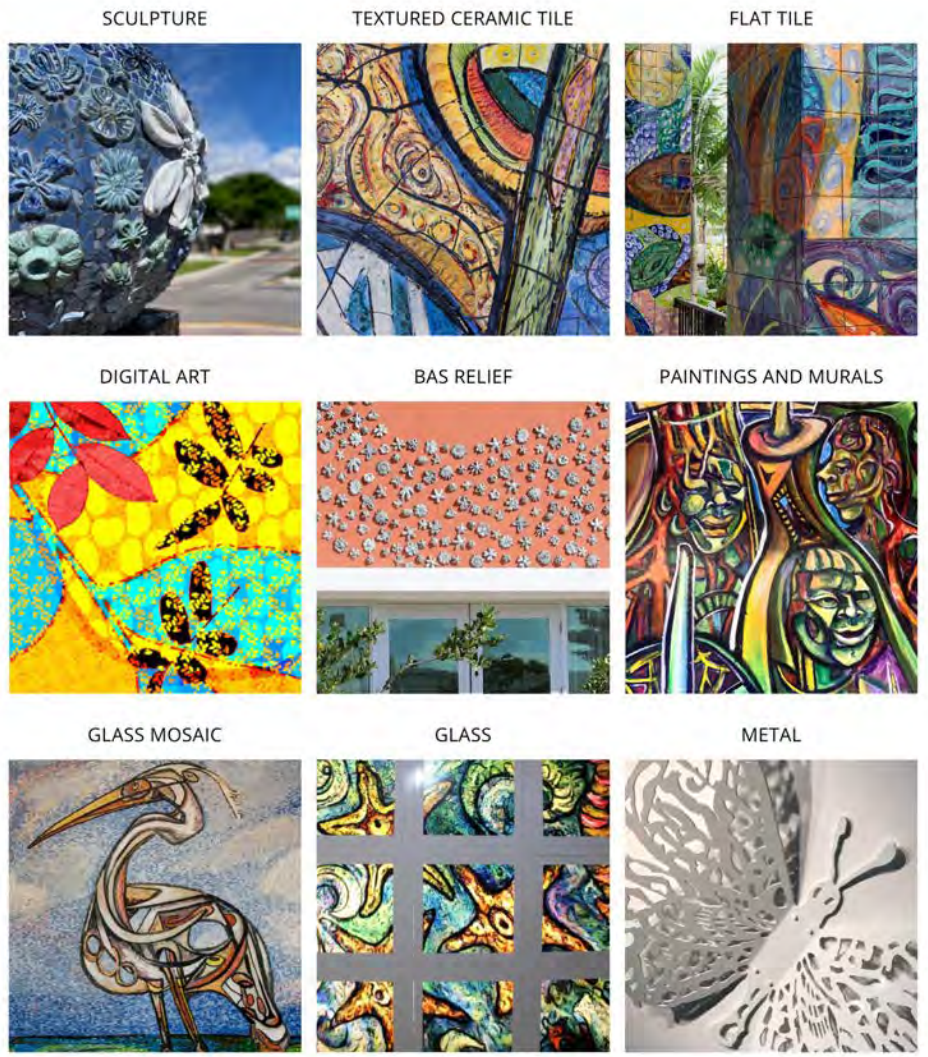
•The ceramic tile murals are unveiled to the public in a coordinated event.
•Photo documentation of the work
•Final payments are processed to the artist.
•Establish a plan for ongoing maintenance and community engagement.



Other media options

Although my proposal recommends that the columns be clad with hand-made ceramic murals and framed with mosaic, the Water Columns could be also be clad with other media featuring marine life. In the following pages see examples of how I've worked with these materials:

1. Hand-painted ceramic flat tiles
2. Bas relief sculptures on surface (Limestone rock, Broken Tile, Sustainble concrete)
3. Glass mosaic murals (full wrap)
4. Hand-made ceramic only (no mosaic)
5. Powder-coated aluminum cut-out



Other options: Hand-painted ceramic flat tiles

The Water Columns could be clad with hand painted ceramic flat tiles featuring marine life. It is the medium I used to depict wading birds in this art piece.

Xavier Cortada, “Wading Birds,” hand-painted ceramic tile, 2014. A public art project at Stirrup Plaza (Miami-Dade Housing Authority), Miami, FL.

Other options: Hand-painted ceramic flat tiles

EL MANGLAR & MIAMI MANGROVE FOREST

Xavier Cortada, **"Miami Mangrove Forest,"** hand-painted ceramic tiles, 2020 (Palmetto Bay, FL).

Other options: Ceramic flat tiles

Xavier Cortada, "El Manglar," hand-painted ceramic tile, 2020 (Palmetto Bay Art in Public Places)

Xavier Cortada, "Miami Mangrove Forest (redux)," Hand-painted ceramic tile, 2020 (Palmetto Bay Art in Public Places)

Xavier Cortada

©2022 XAVIER CORTADA

Other options: Organic Sculptures

The columns could have bas relief sculptures attached an organic background; here ceramic sculptures of diatoms were placed on columns clad in oolite.

DIATOM COURT

Xavier Cortada, "Diatom Court," hand-carved and hand-painted ceramic tile on coral rock, 2018. (Pinecrest Gardens, Pinecrest, FL)

Xavier Cortada

©2022 XAVIER CORTADA

Other options: Organic Sculptures

The columns could have bas relief sculptures of sea creatures attached on broken ceramic tile; here a concrete orb sat atop the column. Both were clad with ceramic sculptures of flowers.

HAND-PAINTED CERAMIC AND TILE

Xavier Cortada, "Flower Force," hand painted ceramic and tile, 8' x 4' x 4', 2021.

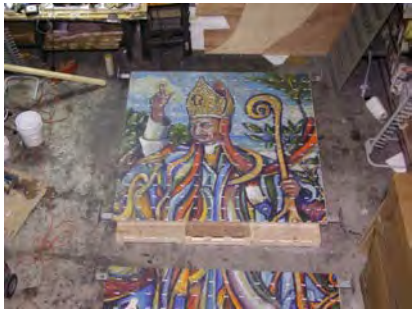
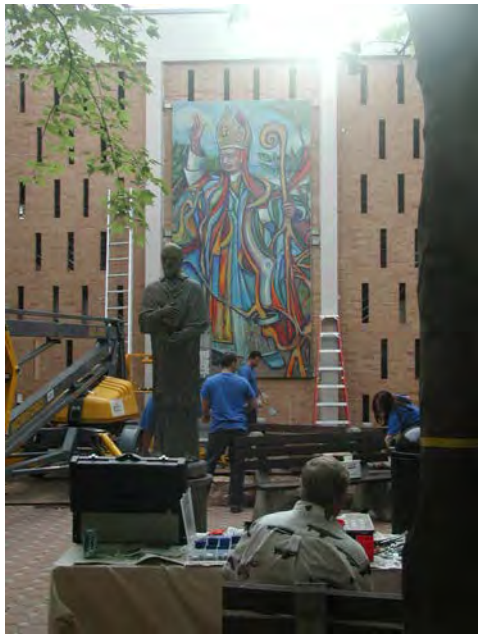
Xavier Cortada

Other options: Mosaic Murals

The columns could be wrapped in mosaic tiles that depict marine creatures, much as I did here to depict a heron for the lobby of an elderly building.

Other options: Mosaic Murals

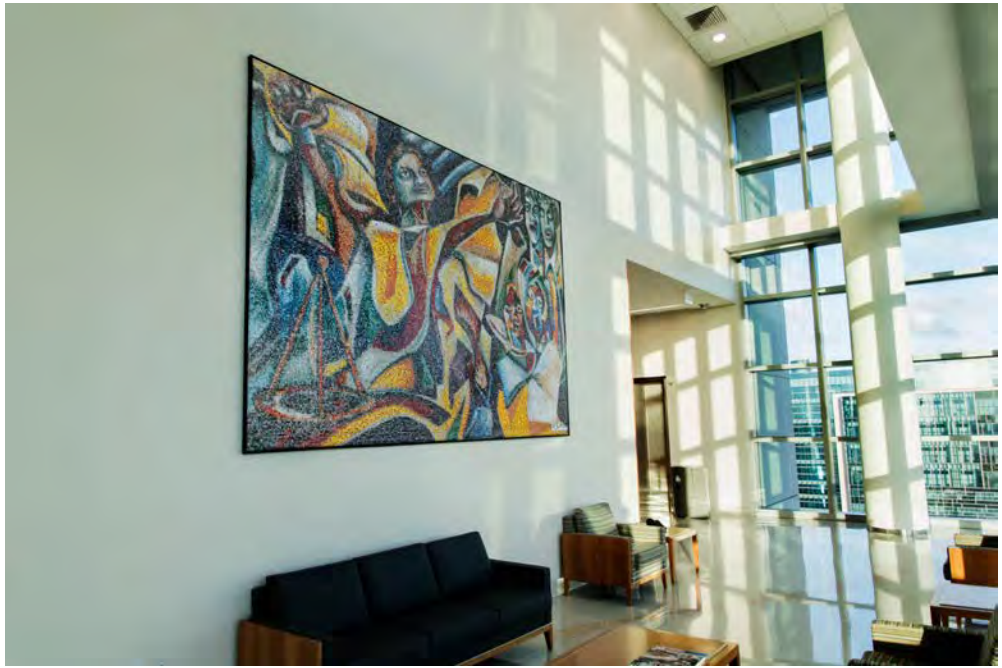
The columns could be wrapped in mosaic tiles that depict marine creatures, much as I did here for a commission at Ft. Myers' Bishop Verot High School.

Xavier Cortada, Bishop Verot, 15' Tall, glass mosaic, 2004.

Other options: Mosaic Murals

The columns could be wrapped in mosaic tiles that depict marine creatures, much as I used mosaics here on for a mural at our children's courthouse.

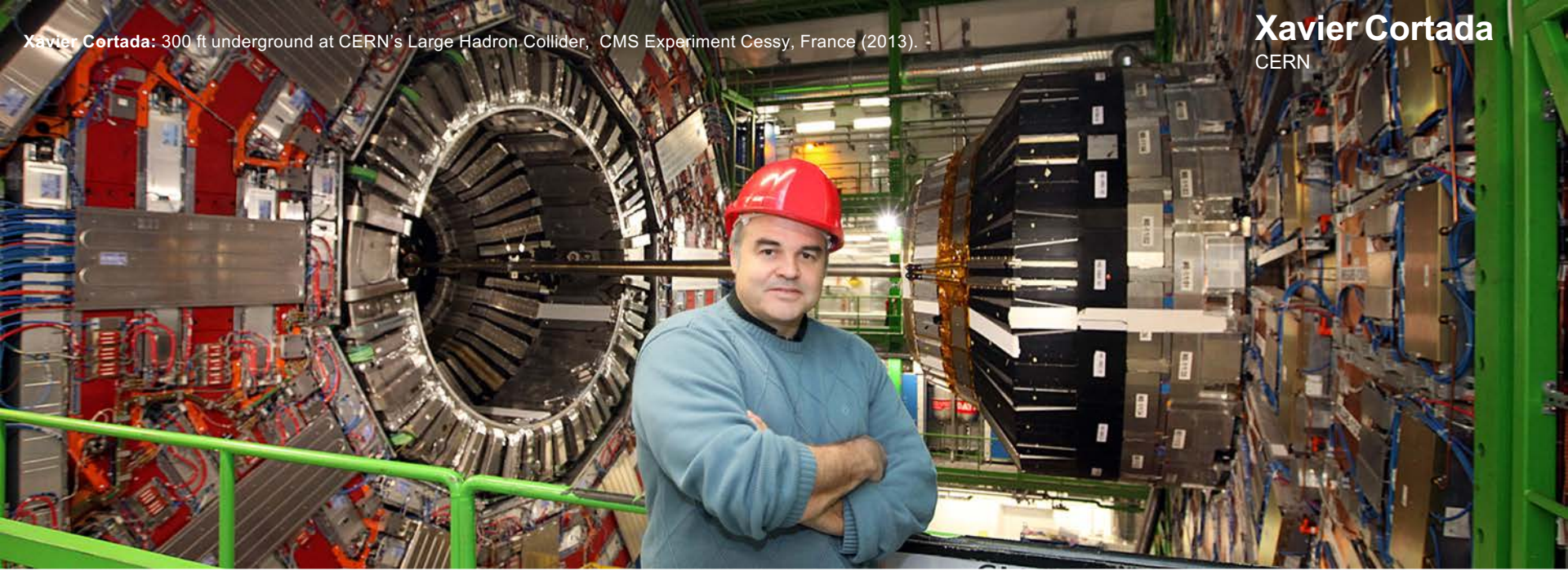


Xavier Cortada, "Commemorating 100 Years of Juvenile Justice", glass mosaic (20 mm tesserae), 1999.

Other options: Powder-coated aluminum

The columns could showcase marine creatures created with metal, as I have done in these works:

Xavier Cortada, "Shoal", aluminum, 2023. Deerfield Beach, FL.



Xavier Cortada: 300 ft underground at CERN's Large Hadron Collider, CMS Experiment Cessy, France (2013).

Xavier Cortada

CERN

Xavier Cortada, MPA, JD
Professor of Practice

University of Miami
College of Arts and Sciences
Department of Art and Art History
Merrick Building Room 301
5202 University Drive
Coral Gables, FL 33146

with secondary appointments as:

Professor of Professional Practice
University of Miami Miller School of Medicine
Department of Pediatrics

Professor of Practice
Environmental Law Program
University of Miami **School of Law**

email: xcortada@miami.edu
social media: @xcortada
website: **www.cortada.com**

@xcortada

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This Agreement is made this ___ day of November, 2023 between the City of Jacksonville Beach ("CITY"), a political subdivision of the State of Florida**,** conducting business from 11 North Third Street, Jacksonville Beach Florida 32250 and Xavier Cortada - **_____,** conducting business from _____, (hereinafter, **"Artist").**

WITNESSETH:

WHEREAS, the Community Redevelopment Agency of Jacksonville Beach is continuing the implementation of the downtown Art Master Plan.; and

WHEREAS the CITY, through the Community Redevelopment Agency Public Art Advisory Committee ("PAAC") and the Community Redevelopment Agency, has developed and approved a visual, three-dimensional art project to be at the roundabout located at the corner of Beach Blvd. and 2nd Street (former war veterans' memorial location); and

WHEREAS, in accordance with the laws governing competitive solicitation, the PAAC issued a Call to Artists for Artists to work with the Committee to create artwork for the project in conformance with the ideas and themes approved by the committee; and

WHEREAS, at a public meeting, the PAAC selected the Artist, Xavier Cortada as the preferred candidate to move forward with creating a final concept; and

WHEREAS, the Artists final proposal is attached hereto as Exhibit "A", and the artist would like to meet with various stakeholder groups and committees to create the final concept to be executed; and

WHEREAS, the CITY and Artist desire to execute an Agreement establishing the rights and responsibilities with respect to the Artwork, including installation, maintenance, and ownership.

NOW, THEREFORE, for the mutual covenants set forth in this Agreement and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated into this Agreement as if fully set forth herein.

2. **Artist's Representations, Warranties, and Responsibilities**.

a. Artist shall create the Artwork in the manner as it was intended by the PAAC, which is depicted in attached Exhibit "A". Artist will work to ensure the three-dimensional piece represents the wishes of the committee and City, but the City acknowledges some changes on site may be necessary. Any substantial changes will be submitted to the City for approval.

b. Artist shall complete the installation of the artwork in a timely manner, with an anticipated start date of January 2024. It is anticipated this project should take approximately 9-12 months.

c. Artist shall be responsible for and furnish all services, labor, materials, and supplies necessary or as may be desired by Artist in the performance of this Agreement, which shall include all stages of Artist the installation of the artwork, and the cleanup of the project area. This is inclusive of:

i. All site work (Concrete, pavers, etc.)
ii. Installation requirements
iii. Permitting
iv. Any other costs or efforts required for the completion of the piece

d. Artist hereby represents and warrants to the CITY that the Artist has the expertise, talent, experience, and manpower to perform the services pursuant to this Agreement, and that the CITY relied upon such representations and warranties in its decision to enter into this Agreement.

e. Artist represents and warrants that all work performed pursuant to this Agreement, including but not limited to the artwork is the Artist's original creation, does not infringe upon or violate any copyrights or other intellectual property rights of any person, firm, organization, or entity. Artist acknowledges and agrees to defend, indemnify and hold harmless the CITY against any claims alleging that the Artist's artwork infringes on the intellectual property rights of any third parties.

f. Artist warranties the artwork against all defects in workmanship and materials for a period of one year (3 years) from the date of project completion ("Warranty Period") and further agrees, at Artist's sole expense, to repair or replace any defective material(s) and workmanship Artist identified to Artist's at any time during the warranty period, provided such defects have been identified and submitted to the Artist in writing by the CITY.

g. All work performed under this Agreement shall be done in a professional manner.

h. The artwork shall be produced to the CITY's sole satisfaction. The quality of the completed artwork is a matter of prime importance and shall meet all applicable industry standards. The display, reproduction, marketing, etc. of the artwork shall be the sole discretion of the CITY.

3. **Termination.** The CITY shall have the right to terminate this Agreement upon seven business days of written notice to Artist when the CITY determines, in its sole discretion, that it is in the best interest of the public for it to do so. The CITY may also terminate this Agreement in the event the Artist fails to install the artwork that is specified in this Agreement, fails to complete installation within the time period required, or otherwise breaches this Agreement. In the event of termination, the CITY shall be liable only for payment required by this Agreement up to and including the date of the termination, but no further. Artist shall have the right to terminate this Agreement, upon seven business days advance written notice, for any special circumstance that prevent the Artist from continuing to provide the work under this Agreement. If the Artist terminates the Agreement, the Artist shall return to the CITY any funds received within ten (10) days of termination. If this Agreement is terminated for any reason, Artist shall remove all of the Artist's personal property from all CITY facilities and property. The following provisions shall continue indefinitely and survive the cancellation, termination, or expiration of this Agreement: the indemnity provision in paragraph 2(g), paragraph 2(i), paragraph 6, and paragraph 7.

4. **Compensation**. The total amount paid by this Agreement shall not exceed $150,000.00. Of this amount, the CITY shall pay 25% to the Artist, in the amount of $37,500.00, which shall be paid up front to cover initial project costs. Should this Agreement be terminated prior to the completion, Artist agrees to refund the payment to the CITY by no later than five business days following the date of termination. The CITY shall make compensation payments to Artist as follows: a) $37,500 within thirty (30) days following the execution of this Agreement; b) $37,500 within thirty (30) days of the date of final design approval; (c) $37,500.00 within thirty (30) days of site work (artist being on site for installation); (d) $37,500.00 within thirty (30) days completion of the artwork.

5. Payments made to the Artist by the CITY are subject to an approved W-9 Vendor registration being submitted by the Artist to the CITY.

6. **Independent Contractor**. Artist, and anyone assisting or providing support to the Artist, shall be and shall remain an independent contractor of the Artist, and not an agent, employee, or independent contractor of the CITY.

7. **Ownership of the Artwork, Waiver and Acknowledgement**. The Artist agrees that upon completion of Artist's performance of this Agreement, the CITY shall own all rights in the artwork and no rights therein shall be reserved to the Artist. In furtherance of Artist's Agreement that the CITY shall be vested in all rights associated with the subject artwork, Artist hereby waives all proprietary and ownership rights in, of, and related to the artwork; and further waives all claims, foreseeable and unforeseeable, that may arise under the Visual Artists Rights Act of 1990, 17 U.S.C., Sections 106A and 113(d) (also known as VARA) and any other local, state, federal or international laws that convey rights of the same nature as pursuant to 17 U.S.C. 106A; and (3) all rights to replicate, distribute, or reproduce the artwork. Artist acknowledges the CITY's right to modify, remove, and/or maintain the artwork, in any matter determined by the CITY and, in the CITY's, sole discretion. Artist acknowledges the CITY is entitled to exhibit, publicize, broadcast, advertise, and otherwise use the likeness of the artwork, in any manner the CITY sees fit. Artist agrees that the CITY shall have the right to use Artist's name, likeness and biographical information in connection with the display, reproduction, and/or distribution of materials related to the artwork, and that such use shall not be subject to further consideration or payment by CITY to Artist. The Artist may share/reproduce imagery, video, and other media related to the project in any way necessary to remain consistent with the artists typical marketing/promotion/etc. of the mural.

8. **Indemnification**. Artist shall be responsible for all damage to persons or property that occurs as a result of Artist's fault or negligence. Artist hereby agrees to defend, indemnify and hold harmless the CITY, its directors, agents, and employees from any and all losses, claims, suits, actions and liability, including all litigation costs, which may arise from any acts or omissions of Artist during the performance of the work related to this Agreement. In the event the CITY shall be made a party to any such litigation, the Artist shall defend, protect and hold the CITY harmless and pay all costs and expenses and reasonable attorney's fees for the litigation, including appellate

levels. This indemnity shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

9. **Assignment**. The parties agree that the expertise and experience of Artist are material considerations for this Agreement, and that the Artist cannot and shall not assign of transfer any right, duty, or interest in this Agreement to another Artist.

10. **No Third-Party Beneficiaries**. This Agreement shall not be constructed to confer rights or privileges of action to any third party or entities not a party to this Agreement.

11. **Force Majeure**. The CITY shall not be responsible for its failure to make the premises available or to provide the facilities and services described herein, and the Artist shall not be responsible for completing the artwork, where such performance is rendered impossible and impractical due to strikes, walk-outs, acts of God, inability to obtain materials, government restriction (other than the CITY), enemy action, civic commotion, fire, unavoidable casualty, utility disruptions or blackouts, or similar causes or any other causes beyond the control of the CITY.

12. **Entire Agreement**. This Agreement constitutes the entire understanding between the parties, and as its effective date supersedes all prior or independent Agreements between the parties covering the subject matter hereof. This Agreement may only be modified in writing by an instrument executed by the CITY and Artist.

13. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be constructed and enforced as if the Agreement did not contain the particular provision held to be void.

14. **Governing Law and Venue**. This Agreement shall be construed pursuant to the laws of the State of Florida; and the parties agree that venue shall be in Duval County, Florida.

15. **Public Records.** Artist shall comply with public records laws of Florida, specifically to:

PUBLIC RECORDS LAW CHAPTER 119 FLORIDA STATUTES

a) Keep and maintain public records required by the public agency to perform the service.

b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise

provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Artist does not transfer the records to the public agency.

d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Artist or keep and maintain public records required by the public agency to perform the service. If Artist transfers all public records to the public agency upon completion of the contract, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records upon completion of the contract, Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SHERI GOSSELIN, CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6250, EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

CITY OF JACKSONVILLE BEACH, FLORIDA

By:_____
Michael Staffopoulos, City Manager

By:_____
Christine Hoffman, Mayor

ARTIST:
By:_____

Name:_____

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	10/05/2023
SUBJECT:	Bid No. 2324-01 Dune Walkover Replacement and Construction Administration Services

BACKGROUND

There are 49 existing dune walkovers located in Jacksonville Beach, 28 of which are located in the Downtown Community Redevelopment Agency (CRA) district.

Bid No. 2324-01 is intended to reconstruct 17 dune walkovers during this non-sea turtle nesting season; eight of which were not constructed in FY2022 and were pushed to FY2023:

1. 16th Avenue North (Outside CRA)
2. 8th Avenue North
3. Pier Parking Lot (between 4th & 5th Ave North)
4. Seawalk Pavilion (between 2nd & 1st Ave North)
5. 3rd Avenue South
6. 7th Avenue South
7. 10th Avenue South
8. 22nd Avenue South (Outside CRA)

FY2023 Dune Walkovers:

1. 18th Avenue North (Outside CRA)
2. 14th Avenue North (Outside CRA)
3. 9th Avenue North
4. 2nd Avenue North
5. Four Points (Between Latham & Beach)
6. 5th Avenue South
7. 9th Avenue South
8. 21st Avenue South (Outside CRA)
9. 37th Avenue South (Outside CRA)

The bid was publicly advertised and invitations were mailed to 19 vendors. One response was received in the amount of $1,288,999.99 for the base bid only from Greenway Bridge, LLC. No responses were received for add alternate items. The Public Works (PW) Department will work to develop a solution for the scope of work associated with the alternate items, along with a project contingency, to be brought before Council at a subsequent meeting.

AGENDA ITEM:
C.

Total award costs are as follows:

		Base Bid	Contingency	Total
Greenway Bridge	Construction	$1,288,999.99	$0	$1,288,999.99
Four Waters	Construction Administration	$107,988.44	$5,399.42	$113,387.86
				$1,402,387.85

Funding is split between the Downtown Tax Increment and General Capital Projects funds as follows:

	Construction Cost	Construction Administration Services	Total
Downtown Tax Increment	$840,764.07	$73,368.63	$914,132.70
General Capital Projects	$448,235.92	$40,019.23	$488,255.15
	$1,288,999.99	**$113,387.86**	**$1,402,387.85**

For Original Bid Documents, click **HERE**.
For Contractor Submittal, click **HERE.**

FINANCIAL IMPACT

The FY2024 Capital Improvement Plan includes funding in both the Downtown Tax Increment ($1,000,000) and General Capital Projects ($500,000) funds for this work. No budget modifications are required.

REQUESTED ACTION

1. Award/Reject Bid No. 2324-01 Dune Walkover Replacement to Greenway Bridge, LLC, for an amount not to exceed $1,289,000; and
2. Approve/Disapprove an Agreement with Four Waters Engineering, Inc., for Construction Administration Services for an amount not to exceed $113,388

ATTACHMENTS

1. Bid 2324-01 Response Summary
2. Bid 2324-01 Bid Tabulation
3. Four Waters CA Services Proposal
4. Walkovers COJB 2324-01 Rec of Award

AGENDA ITEM:
C.

5. Bid 2324-01 Bid Tabulation Engineer Consultant signed

AGENDA ITEM:
C.

Public Works
Response Summary
Bid No. 2324-01 FY22 & FY23 Dune Walkover Replacement

Section 00301

Vendor	00300 Bid Proposal Form	A	B	C	D	E	F	00410 Bid Bond	00480 Non-collusion Affidavit	Addendum #1	Occupational License	W-9	Qualifications	Notes
Greenway Bridge LLC	a	x	x	x	x	x	x	x	x	x	b	x	x	Did not provide Alternate 1-4 pricing

Legend:
a: Not completed
b: Not included

BID TABULATION
FY22 & FY23 Dune Walkover Replacement – 17 Locations

No.	ITEM DESCRIPTION	QUANTITY	UNIT	Greenway Bridge LLC AMOUNT
BASE BID				
1	City of Jacksonville Beach Building Permits	1	Allow.	$10,000.00
2	Demolition of Existing Walkovers (17 total)	1	LS	$31,138.37
3	18th Ave. North Dune Walkover	1	LS	$86,638.86
4	16th Ave. North Dune Walkover	1	LS	$100,493.67
5	14th Ave. North Dune Walkover	1	LS	$68,392.98
6	9th Ave. North Dune Walkover	1	LS	$80,726.67
7	8th Ave. North Dune Walkover	1	LS	$61,130.47
8	Pier Parking Lot Dune Walkover	1	LS	$68,383.79
9	2nd Ave. North Dune Walkover	1	LS	$86,445.86
10	Seawalk Pavilion Dune Walkover	1	LS	$86,634.26
11	Four Points Dune Walkover	1	LS	$70,830.31
12	3rd Ave. South Dune Walkover	1	LS	$68,475.70
13	5th Ave. South Dune Walkover	1	LS	$70,722.33
14	7th Ave. South Dune Walkover	1	LS	$63,418.46
15	9th Ave. South Dune Walkover	1	LS	$68,544.62
16	10th Ave. South Dune Walkover	1	LS	$88,832.65
17	21st Ave. South Dune Walkover	1	LS	$52,504.18
18	22nd Ave. South Dune Walkover	1	LS	$52,504.18
19	37th Ave. South Dune Walkover	1	LS	$73,182.63

BID PRICE - BASE BID	$1,288,999.99 *
BID ALTERNATE 1	DNP
BID ALTERNATE 2	DNP
BID ALTERNATE 3	DNP
BID ALTERNATE 4	DNP

* Corrected bid amount
DNP: Did Not Provide

FOUR WATERS ENGINEERING, INC.
324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

October 30, 2023
Sent Electronically

Kayle Moore, P.E.
City Engineer
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, Fl 32250
kmoore@jaxbchfl.net

Re: Proposal for Professional Engineering Services
FY22 & FY23 Dune Walkover Replacement – 17 Locations
Construction Administration Services

Dear Mr. Moore:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to the City of Jacksonville Beach Public Works Department (City) for construction administration services for the FY22 & FY23 Dune Walkover Replacement – 17 Locations Project. 4Waters along with Applied Technology & Management (ATM), and Keister Webb Structural Engineering (K|W) prepared the design documents and bidding services for the project under previous proposals and authorizations. 4Waters will serve as Project Manager for the project and will provide the following construction phase services which is based on approximately 5-month period of construction completion (December 1st to April 30th) and includes services from ATM and K|W:

- Project Management – 4Waters will serve as the project manager of the project that will be the main point of contact for the contractor and City during construction.

- Pre-construction Meeting and Conformed Documents – 4Waters will participate in a pre-construction meeting for the project. The scope/fee is based on 4Waters scheduling the meeting, preparing the agenda, and distributing a meeting summary. 4Waters will also conform the bid drawings and project manual and provide at the Pre-construction meeting.

- Shop Drawing Review – 4Waters will maintain the shop drawing log and distribute shop drawings to the correct engineer of record discipline for review and approval.

- RFI's, Clarifications and Change Orders – 4Waters will coordinate with the necessary EORs to respond to the Contractor's Requests for Information and Requests for Clarifications and will modify the construction drawings as necessary. 4Waters will coordinate with Contractor and City to develop change orders, as necessary.

- Progress Meetings – As engineer of record, 4Waters will conduct monthly progress meetings, develop meeting agenda, create meeting minutes from progress meetings, and coordinate with City inspector as necessary to assess whether the project is in accordance with the design plans and generally meets the design intent.

- Construction Engineering Site Visits – The following site visits will be conducted based on a 5-month construction period. Site visits will be a critical part of the understanding of the contractor's construction schedule, progress, and potential RFI's.

    - 4Waters Engineering will conduct weekly site visits and provide an observation report for marine and structural EORs and City review.
    - ATM will conduct up to twelve (12) site visits.
    - K|W will conduct up to twenty-seven (27) site visits.

- Pay Application Review and Verification – As engineer of record, 4Waters will review the contractor submitted pay applications. The City inspector will verify quantities installed requested for payment. 4Waters will coordinate with contractor on additional items needed for pay application review and approval. The City inspector will approve quantities and engineer of record review will approve pay application totals for City payment to be processed.

- Record Drawings – The Contractor is responsible for the preparation of the record drawings in AutoCAD format and submittal for review at substantial completion. The 4Waters design team will review the record drawings and determine whether the finished product is representative of the actual construction and suitable for acceptance by the City based on key site visits, RFIs, and City inspections.

- Substantial and Final Completion – The 4Waters design team (with City's involvement) will schedule, conduct and document the on-site review meetings for substantial and final completion of the construction efforts. At substantial completion the contractor will have completed the project to the point of beneficial operation by the City and will have presented their letter requesting reduction of retainage along with the list of items to be completed prior to final completion. The 4Waters design team will conduct the substantial completion inspection and prepare a punch list of items to be completed before the final completion meeting. The final completion inspection will verify completion of the punch list items and clear the way for the acceptance of the Contractor's final pay request. This task also includes final project closeout.

We appreciate this opportunity to work with the City and propose to complete the construction administration services outlined above for the lump sum fee of $107,988.44. A breakdown is provided on the following page. If you have any questions, please contact me at mklink@4WEng.com or (904) 414-2400 Ext. 54.

With best regards,
Four Waters Engineering, Inc.

Michael Klink, PE
Principal Engineer

Attachment

City of Jacksonville Beach FY22 & FY23 Dune Walkover Replacement - 17 Locations CA Services
Proposal for Professional Engineering Services

Job Title	Project Manager	Project Engineer	Design Engineer	Associate Engineer	Engineer Intern	CADD Designer	Admin-istrative	Direct Costs	TOTALS
Hourly Rate	$165.00	$147.95	$133.84	$115.62	$85.25	$103.01	$64.82		
	Hours $	Hours $	Hours $	Hours $	Hours $	Hours $	Hours $		Hours $
1.0 Project Management	10 $1,650.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	10 $648.20	$50.00	2,348.20
2.0 Pre-Construction Meeting and Conformed Documents	5 $825.00	0 $0.00	2 $267.68	6 $693.72	0 $0.00	4 $412.04	2 $129.64	$400.00	2,728.08
3.0 Shop Drawings Review & Log	4 $660.00	0 $0.00	6 $803.04	12 $1,387.44	0 $0.00	0 $0.00	4 $259.28	$25.00	3,134.76
4.0 RFIs, Clarifications, and Change Orders	12 $1,980.00	8 $1,183.60	8 $1,070.72	16 $1,849.92	0 $0.00	4 $412.04	2 $129.64	$50.00	6,675.92
5.0 Progress Meetings	15 $2,475.00	0 $0.00	0 $0.00	15 $1,734.30	0 $0.00	0 $0.00	5 $324.10	$25.00	4,558.40
6.0 Construction Engineering Site Visits	16 $2,640.00	0 $0.00	4 $535.36	100 $11,562.00	0 $0.00	0 $0.00	5 $324.10	$260.00	15,321.46
7.0 Pay Application Review and Verification	6 $990.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	2 $129.64	$25.00	1,144.64
8.0 Record Drawings	4 $660.00	0 $0.00	10 $1,338.40	0 $0.00	0 $0.00	10 $1,030.10	2 $129.64	$50.00	3,208.14
9.0 Substantial and Final Completion	20 $3,300.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	2 $129.64	$100.00	3,529.64
10.0 Marine EOR - ATM	5 $825.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	5 $324.10	$34,091.00	35,240.10
11.0 Structural EOR - K|W	5 $825.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	5 $324.10	$28,950.00	30,099.10
TOTAL	**$16,830.00**	**$1,183.60**	**$4,015.20**	**$17,227.38**	**$0.00**	**$1,854.18**	**$2,852.08**	**$64,026.00**	**107,988.44**

ATM
A Geosyntec Company

October 30, 2023

Angela Bryan, PE, LEED AP
Four Waters Engineering, Inc.
324 6th Ave North
Jacksonville Beach, FL 32250

RE: Construction Phase Support Services - FY23 & FY22 Dune Walkover Replacements

Dear Angela:

Applied Technology & Management (ATM) is pleased to present this proposal to provide Construction Phase Support Services to Four Waters Engineering, Inc. (4WE) for the construction of the 17 dune walkovers located at the following street ends within the City of Jacksonville Beach (City):

16th Ave N	8th Ave N	Pier Parking Lot	Seawalk Pavilion
3rd Ave S	7th Ave S	10th Ave S	22nd Ave S
18th Ave N	14th Ave N	9th Ave N	2nd Ave N
Four Points	5th Ave S	9th Ave S	21st Ave S
37th Ave S			

ATM previously provided design, permitting, and bid support services for the referenced walkovers under Tasks 1-4 as identified in our proposal dated May 9, 2023. It is assumed herein that all 17 dune walkovers will be constructed during a single sea turtle nesting season window, between Nov 1, 2023, and April 30, 2024.

Scope of Services

Task 5 – Construction Phase Support

ATM will complete the following tasks:

- 1 ATM professional will attend a pre-construction meeting with 4WE, the City, the Contractor, and FDEP Field Representative.
- Review initial contractor submittal package of proposed means and methods, materials, shop drawings, testing plan(s), and regulatory submittals; provide comments; and review a finalized submittal (up to 10 hours sr. principal engineer and 23 hours project engineer time, assuming 1 comprehensive submittal is made). Project engineer as described herein refers to a project professional or a senior staff classification. Additional submittal reviews would require additional services.
- Review and respond to miscellaneous requests for information (up to 7 hours of sr. principal engineer time and 19 hours project engineer time)

- Complete the following site visits during the progress of construction to assist 4WE and the City: twice per month for 1 ATM project engineer (6-hour duration including travel time, 12 site visits total). Purpose of the site visits by ATM will be to observe work in progress, interface with the City construction inspector(s), address technical project items, and issue any comments in email or PDF memo format to 4WE following the site visit.
- 1 project engineer will participate in final/punch list site visit with 4WE, the City, and contractor. Comments will be provided to 4WE via email or PDF memo format.
- Assist 4WE with review of close out documentation and certifications (5 hours principal engineer, 19 hours project engineer)

For the purposes of this proposal, it is assumed that site visits will only be conducted during the construction window from November 1, 2023, through April 30, 2024. Actual distribution of the site visits will be based on contractor progress, City construction inspector needs, etc.

ATM will not provide construction management services or resident inspection to check the quality of work, and will not be responsible for the means, methods, techniques, sequences, or procedures of the construction selected by the contractor(s) or the safety precautions and programs incidental to the work of the contractor(s). ATM understands that construction management, resident inspection, surveying, pay applications processing, testing, as-builts, and related services will be provided by the City or others. The involvement of ATM during construction will not relieve the contractor from deficiencies discovered in their work and the City should advise the contractor accordingly. ATM shall not be responsible for project safety such as required by OSHA or other regulatory compliance requirements. This proposal does not include the review or approval of any upland utility or civil work and modifications to existing conditions, including sidewalks, signs, utilities, drainage, and parking areas.

All deliverables will be in electronic PDF format unless otherwise noted. This includes construction phase submittals and reviews.

Proposed Fees

Proposed fees are provided in the attached table and shall be invoiced on a lump sum/percent complete basis.

Should additional construction related services be requested by 4WE, ATM would require a change order. Such services could include construction contract negotiations and preparation; assistance with resolution of field problems; additional interpretation of plans/RFIs; more than 1 review of submittals (re-submittals); processing of change orders and applications for payment; plans revisions based on field conditions or contractor requests; presentations and/or meetings other than those identified; and additional site visits or extended construction timeline.

We appreciate this opportunity to work with the 4WE. If you have any questions or need additional information, please contact me.

Sincerely,
APPLIED TECHNOLOGY & MANAGEMENT

Phillip Clancy, PE
Project Engineer
Attachments - Fee Breakdown

City of Jacksonville Beach
Construction Phase Support Services - FY22 and FY23 Dune Walkovers - 17 Locations
Proposal for Professional Engineering Services

10/30/2023

Job Title	Sr. Principal Engineer	Project Professional	Staff Professional	Admin	Direct Costs*	TOTALS
Hourly Rate	$236.85	$147.82	$112.16	$77.03		
	Hours $	Hours $	Hours $	Hours $		Hours $
Task 5 **Construction Phase Support**	44.0 $10,421	78.0 $11,530	88.0 $9,870	12.0 $924	 $1,345	222 $34,091
TOTAL	**44** **$10,421**	**78** **$11,530**	**88** **$9,870**	**12** **$924**	**$1,345**	222 **$34,091**

* Direct costs estimated at 2% of labor + mileage for site visits.

K | W Structural Engineers

October 30, 2023 K|W Project: 23074.01

Angela Bryan, PE, LEED AP
Four Waters Engineering, Inc.
324 6th Avenue North
Jacksonville Beach, FL 32250

Re: Jacksonville Beach Dune Walkovers FY22 & FY23 – Construction Phase Services
Jacksonville Beach, Florida

Dear Angela:

As per your request, I am pleased to submit this proposal for Construction Phase Services related to the replacement of seventeen (17) Jacksonville Beach Dune Walkovers.

The Construction Phase Services to be provided by Keister Webb Structural Engineers LLC shall be:

1) Review and take other appropriate action on the structural shop drawings and submittals only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
2) Review contractor requests for substitutions of specified products and materials.
3) Review contractor requests for clarification or requests for additional information.
4) Review photographs and videos provided by the contractor of the new construction or existing conditions.
5) Prepare minor revisions to the construction documents and provide limited additional structural engineering design services to accommodate changes due to unanticipated field conditions, material and product availability, and contractor preferences or errors.
6) Attend a pre-construction meeting in Jacksonville Beach, Florida.
7) Perform a maximum of twenty-seven (27) site visits, including a final punch list visit, to observe the progress of the work of the contractor(s) and prepare a written report of each site visit.

The total not-to-exceed fee for the above services 1) through 7) is Twenty-Eight Thousand Nine Hundred and Fifty Dollars ($28,950.00) and shall be billed hourly based on the following rates:

Principal	$ 205.00/hour
Senior Project Engineer/Senior Project Manager	$ 175.00/hour
Project Engineer/Project Manager	$ 152.00/hour
Engineer/Structural Designer	$ 140.00/hour
CADD/BIM Technician	$ 108.00/hour
Administrative	$ 75.00/hour
Additional Site Visit(s)	Hourly Rate

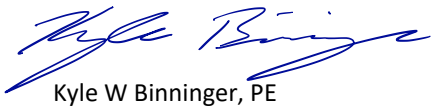
Travel-related and other expenses will not be billed for this project.

K|W shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. K|W reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.

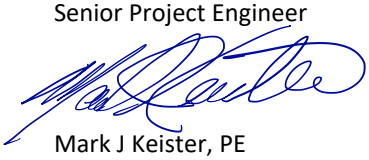
The other terms and conditions as described in our subconsultant agreement for this project remain unchanged.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
Keister Webb Structural Engineers LLC



Kyle W Binninger, PE
Senior Project Engineer



Mark J Keister, PE
Principal

ACCEPTED BY

_____
Client Signature

_____
Printed Name and Title

_____
Date

_____
Client Project/PO Number

FOUR WATERS ENGINEERING

Kayle Moore, P.E.
City Engineer
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, Fl 32250

October 31, 2023

RE: Recommendation of Award for FY22 & FY23 Dune Walkover Replacement – 17 Locations
City of Jacksonville Beach Bid No. 2324-01
Bid Review and Evaluation of Findings

Dear Mr. Moore:

This letter summarizes the construction contract bids received for the FY22 & FY23 Dune Walkover Replacement – 17 Locations project. The City of Jacksonville Beach (City) received a bid for the project on October 25, 2023 at 2:00 pm. One (1) contractor submitted a base bid for the project. The base bid was evaluated for conformance with the criteria set forth in the bidding documents. The total base bid from the contractor was $1,288,999.99.

The base bid received was from Greenway Bridge, LLC. Four Waters Engineering (4Waters) has reviewed the submitted bid package and follow-up information provided by Greenway Bridge, LLC and finds their bid responsive and responsible. All required items were acknowledged on the Base Bid Form and included with the bid package. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida and has an AM Best Rating of "A-". Qualifications and reference projects and contacts were included with the bid package. State licensing was provided; however, City procurement to review and approval state and local licensing documentation prior to final execution of a contract.

4Waters also investigated the contractor's experience, and reputation, and finds the contractor capable of performing the work for this project based on the information received from reference contacts.

Although the City will make final determination regarding contract award and available funds, 4Waters finds Greenway Bridge, LLC base bid to be responsive and responsible, and recommends award of $1,288,999.99. 4Waters further recommends that the City establish a contingency in an amount of at least fifteen percent (15%) of the total bid price to allow for any unknown conditions that may be encountered during construction.

We appreciate this opportunity to provide services to the City of Jacksonville Beach and look forward to working with the City during the ongoing construction of this project. If you have any questions, please feel free to contact me at 904-414-2400 Ext 54 or mklink@4weng.com.

Sincerely,
Four Waters Engineering, Inc.

Michael Klink, P.E.
Principal Engineer/Project Manager

BID TABULATION
FY22 & FY23 Dune Walkover Replacement – 17 Locations

No.	ITEM DESCRIPTION	QUANTITY	UNIT	Greenway Bridge LLC AMOUNT
BASE BID				
1	City of Jacksonville Beach Building Permits	1	Allow.	$10,000.00
2	Demolition of Existing Walkovers (17 total)	1	LS	$31,138.37
3	18th Ave. North Dune Walkover	1	LS	$86,638.86
4	16th Ave. North Dune Walkover	1	LS	$100,493.67
5	14th Ave. North Dune Walkover	1	LS	$68,392.98
6	9th Ave. North Dune Walkover	1	LS	$80,726.67
7	8th Ave. North Dune Walkover	1	LS	$61,130.47
8	Pier Parking Lot Dune Walkover	1	LS	$68,383.79
9	2nd Ave. North Dune Walkover	1	LS	$86,445.86
10	Seawalk Pavilion Dune Walkover	1	LS	$86,634.26
11	Four Points Dune Walkover	1	LS	$70,830.31
12	3rd Ave. South Dune Walkover	1	LS	$68,475.70
13	5th Ave. South Dune Walkover	1	LS	$70,722.33
14	7th Ave. South Dune Walkover	1	LS	$63,418.46
15	9th Ave. South Dune Walkover	1	LS	$68,544.62
16	10th Ave. South Dune Walkover	1	LS	$88,832.65
17	21st Ave. South Dune Walkover	1	LS	$52,504.18
18	22nd Ave. South Dune Walkover	1	LS	$52,504.18
19	37th Ave. South Dune Walkover	1	LS	$73,182.63

BID PRICE - BASE BID	$1,288,999.99 *
BID ALTERNATE 1	DNP
BID ALTERNATE 2	DNP
BID ALTERNATE 3	DNP
BID ALTERNATE 4	DNP

* Corrected bid amount
DNP: Did Not Provide

Michael R Klink

Digitally signed by Michael R Klink
Date: 2023.10.31 11:21:00 -04'00'

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Karen Nelson, Deputy City Manager
DATE:	10/17/2023
SUBJECT:	Memorandum of Understanding with the Fraternal Order of Police

BACKGROUND

Police Departments across the country are facing a labor shortage as fewer and fewer candidates are entering the field in an unstable economy and an often challenging political and social climate. The City recognizes that an equitable pay structure with competitive salaries is essential to attracting and retaining a skilled, motivated police workforce, thereby increasing the level of service to our community, and effectively promoting the City's mission of safety, service, and sustainability.

In order to address the ongoing recruitment and retention challenges, the City and the Fraternal Order of Police (FOP) agreed to reopen the current Collective Bargaining Agreement (CBA) for the limited purpose of renegotiating the wage provisions for Steps 1 and 2 for Officers for the fiscal years beginning October 1, 2023 and 2024. The City proposed a 3% increase to starting salaries for Police Officers for FY2024 and FY2025. In addition to the pay plan adjustments, the City proposed a $2,500 one-time lump sum payment to all newly hired Police Officers upon successful completion of six-month mid-probation, and a one-time payment of $2,500 to all current FOP personnel including Officers, Corporals, and Sergeants. The Union held a ratification vote on October 18, 2023 and approved the amendments.

FINANCIAL IMPACT

The total estimated cost to the City for FY2024 is $193,961: $188,361 for the lump sum incentive payments; and $5,600 for the pay plan adjustments. Funds are available in the General Fund Unanticipated account.

REQUESTED ACTION

Approve/Disapprove the Memorandum of Understanding amending the Collective Bargaining Agreement with the Fraternal Order of Police effective October 1, 2023

ATTACHMENTS

1. COJB FOP MOU Effective 10.1.23
2. FOP CBA Amendments Appendix C
3. FOP CBA Amendments Appendix D

AGENDA ITEM:
D.

MEMORANDUM OF UNDERSTANDING

The City of Jacksonville Beach ("the City") and the Florida State Lodge, Fraternal Order of Police, Inc. ("the FOP") hereby enter into this Memorandum of Understanding ("MOU").

Recitals

1. The City and the FOP negotiated a collective bargaining agreement ("CBA") effective October 1, 2022 through September 30, 2025 which included in its Appendix C (Pay Grade Schedule) wage rates for Officers, Corporals and Sergeants for fiscal years October 1, 2022 through September 30, 2023 ("FY1"); October 1, 2023 through September 30, 2024 ("FY2"); and October 1, 2024 through September 30, 2025 ("FY3").

2. Because of anticipated staffing shortages in FY2 of the CBA, the parties desire to increase the starting pay to become more competitive in the relevant labor market and agreed to reopen negotiations over the starting pay rates.

3. As a result, the parties are hereby amending Appendices C and D of the CBA to increase starting pay and minimize any compression in overall compensation in the bargaining unit covered by the CBA.

Accordingly, the parties hereby agree as follows:

Terms

1. Effective October 1, 2023 through September 30, 2025, Appendix C of the CBA is amended to eliminate Step 1 of the Pay Grade Schedule for FY2 and FY3 for Officers with each subsequent step being renumbered accordingly. Moreover, the rate and salary in the new Step 1 (former Step 2) for Officers will be the rate and salary for officers who received an Exceeds rating in the former Step 2.

2. The City will also provide the following incentive payments:

    a. All newly hired Officers who are hired on or before September 29, 2024 shall, upon a successful mid-probation evaluation, be eligible for a lump sum incentive payment in the gross amount of $2,500.00, less legal deductions; and

    b. All current employees in the FOP bargaining unit who passed their 6-month mid-probation evaluation as of October 1, 2023, will receive a one-time lump sum (EXCEL/pensionable) incentive payment in the gross amount of $2,500.00, less legal deductions, payable on the first pay period following ratification of this MOU by the parties.

    c. These incentive payments will expire on September 29, 2024 subject to either party having the right to reopen negotiations for FY3 limited to the subject of such incentive payments only. A party seeking to reopen negotiations for this limited purpose shall provide notice to the other party to reopen negotiations on or before August 30, 2024.

3. The CBA is hereby amended to eliminate (a) the reference to Probationary in the title of Section D of Appendix D, and (b) Subsection D. 2) in its entirety.

4. A copy of relevant portions of the amended Appendices C and D are attached hereto.

Dated this ___ day of November, 2023.

FOR THE CITY	FOR THE FOP
Christine H. Hoffman, Mayor	J.J. Dixon, Staff Representative
Michael J. Staffopoulos, City Manager	David D. Cohill, President
Sheri Gosselin, City Clerk	William K. Brown, Secretary

APPENDIX C
PAY GRADE SCHEDULE
October 1, 2023 – September 30, 2024

Officer - 180				
	Meets (a)		***Exceeds (b)***	
Step	*Hourly*	*Annually*	*Hourly*	*Annually*
~~1~~	~~$24.77~~	~~$51,521.60~~		
~~2~~1	~~$25.27~~ $25.51	~~$52,561.60~~ $53,060.80	~~$25.51~~	~~$53,060.80~~
~~3~~2	$26.03	$54,142.40	$26.28	$54,662.40
~~4~~3	$26.81	$55,764.80	$27.07	$56,305.60
~~5~~4	$27.61	$57,428.80	$27.88	$57,990.40
~~6~~5	$28.44	$59,155.20	$28.72	$59,737.60
~~7~~6	$29.29	$60,923.20	$29.58	$61,526.40
~~8~~7	$31.49	$65,499.20	$31.80	$66,144.00
~~9~~8	$32.43	$67,454.40	$32.75	$68,120.00
~~10~~9	$33.40	$69,472.00	$33.73	$70,158.40
~~11~~10	$34.40	$71,552.00	$34.74	$72,259.20
~~12~~11	$35.43	$73,694.40	$35.78	$74,422.40
~~13~~12	$36.49	$75,899.20	$36.85	$76,648.00
~~14~~13	$37.58	$78,166.40	$37.96	$78,956.80
~~15~~14	$38.71	$80,516.80	$39.10	$81,328.00
~~16~~15	$39.87	$82,929.60	$40.27	$83,761.60

Corporal - 181				
	Meets (a)		***Exceeds (b)***	
Step	*Hourly*	*Annually*	*Hourly*	*Annually*
1	$37.49	$77,979.20		
2	$38.24	$79,539.20	$38.61	$80,308.80
3	$39.39	$81,931.20	$39.77	$82,721.60
4	$40.57	$84,385.60	$40.96	$85,196.80
5	$41.79	$86,923.20	$42.19	$87,755.20
6	$43.04	$89,523.20	$43.46	$90,396.80
7	$44.33	$92,206.40	$44.76	$93,100.80
8	$45.66	$94,972.80	$46.10	$95,888.00

Sergeant - 182				
	Meets (a)		***Exceeds (b)***	
Step	*Hourly*	*Annually*	*Hourly*	*Annually*
1	$41.39	$86,091.20		
2	$42.22	$87,817.60	$42.63	$88,670.40
3	$43.49	$90,459.20	$43.91	$91,332.80
4	$44.79	$93,163.20	$45.23	$94,078.40
5	$46.13	$95,950.40	$46.59	$96,907.20
6	$47.51	$98,820.80	$47.99	$99,819.20
7	$48.94	$101,795.20	$49.43	$102,814.40
8	$50.41	$104,852.80	$50.91	$105,892.80

APPENDIX C
PAY GRADE SCHEDULE
October 1, 2024 – September 30, 2025

Officer - 180				
	Meets (a)		***Exceeds (b)***	
Step	*Hourly*	*Annually*	*Hourly*	*Annually*
~~1~~	~~$25.51~~	~~$53,060.80~~		
~~2~~1	~~$26.02~~ $26.28	~~$54,121.60~~ $54,662.40	~~$26.28~~	~~$54,662.40~~
~~3~~2	$26.80	$55,744.00	$27.07	$56,305.60
~~4~~3	$27.60	$57,408.00	$27.88	$57,990.40
~~5~~4	$28.43	$59,134.40	$28.72	$59,737.60
~~6~~5	$29.28	$60,902.40	$29.58	$61,526.40
~~7~~6	$30.16	$62,732.80	$30.47	$63,377.60
~~8~~7	$32.42	$67,433.60	$32.76	$68,140.80
~~9~~8	$33.39	$69,451.20	$33.74	$70,179.20
~~10~~9	$34.39	$71,531.20	$34.75	$72,280.00
~~11~~10	$35.42	$73,673.60	$35.79	$74,443.20
~~12~~11	$36.48	$75,878.40	$36.86	$76,668.80
~~13~~12	$37.57	$78,145.60	$37.97	$78,977.60
~~14~~13	$38.70	$80,496.00	$39.11	$81,348.80
~~15~~14	$39.86	$82,908.80	$40.28	$83,782.40
~~16~~15	$41.06	$85,404.80	$41.49	$86,299.20

Corporal - 181				
	Meets (a)		***Exceeds (b)***	
Step	*Hourly*	*Annually*	*Hourly*	*Annually*
1	$38.61	$80,308.80		
2	$39.38	$81,910.40	$39.77	$82,721.60
3	$40.56	$84,364.80	$40.96	$85,196.80
4	$41.78	$86,902.40	$42.19	$87,755.20
5	$43.03	$89,502.40	$43.46	$90,396.80
6	$44.32	$92,185.60	$44.76	$93,100.80
7	$45.65	$94,952.00	$46.10	$95,888.00
8	$47.02	$97,801.60	$47.48	$98,758.40

Sergeant - 182				
	Meets (a)		***Exceeds (b)***	
Step	*Hourly*	*Annually*	*Hourly*	*Annually*
1	$42.63	$88,670.40		
2	$43.48	$90,438.40	$43.91	$91,332.80
3	$44.78	$93,142.40	$45.23	$94,078.40
4	$46.12	$95,929.60	$46.59	$96,907.20
5	$47.50	$98,800.00	$47.99	$99,819.20
6	$48.93	$101,774.40	$49.43	$102,814.40
7	$50.40	$104,832.00	$50.91	$105,892.80
8	$51.91	$107,972.80	$52.44	$109,075.20

APPENDIX D
POSITION CLASSIFICATION AND PAY PLAN

D. Promotional ~~and Probationary~~ Increases

~~1)~~ Officers and Corporals promoted shall receive a minimum salary increase of 5% and will be placed in the closest step, within their pay grade. Upon successful completion of 6 months service in the new position, the employee will be eligible for a merit salary advancement of one step.

~~2) All new employees shall, upon successful mid-probation evaluation, be eligible for a merit salary advancement of one step. Merit increases for employees upon successful mid-probation evaluation to category b may be justified for employees deserving special recognition and must be approved by the City Manager.~~

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	10/18/2023
SUBJECT:	Bid No. 2223-12 Sampson Substation Relay Panel Replacements

BACKGROUND

Protective relays provide protection from faults such as lightning strikes, downed trees, and equipment failures on the transmission system, including issues inside substations. The existing electromechanical relays for the transmission line between Beaches Energy Services' (BES) Sampson substation and JEA's Switzerland substation are over 40 years old. Additionally, the protective relays for transformer TR-1 are also over 40 years old. Communications and control equipment upgrades are required due to the new relays. The Sampson-Switzerland transmission line ties Beaches Energy Services' Sampson substation located in St. Johns County on CR-210 one mile west of I-95 to JEA's system in the Julington Creek area.

Beaches Energy Services, as a transmission owner, is regulated by the North American Electric Reliability Corporation (NERC). Transmission owners must comply with a multitude of regulatory standards to provide secure and reliable operation of the bulk electric system. The NERC Protection System, Automatic Reclosing, and Sudden Pressure Relaying Maintenance Standard (PRC-005-6) pertain to periodic testing of protection system components, including protective relays. The protective relays at the Sampson end of the line were recently tested but conditionally passed only after the completion of an engineering coordination study deemed so. The protective relays for transformer TR-1 were also recently tested and passed only after calibration adjustments were made. Based on their age and performance testing results, the relays require replacement to maintain compliance, as well as the safe and reliable operation of our transmission system.

Accordingly, BES solicited Bid No. 2223-12 from five vendors; seven bids were received. Utility Packaging and Construction, Inc., was originally awarded the Bid on 9/18/2023, but withdrew their bid due to a pricing oversight. Staff recommends awarding the second lowest responsive, responsible bidder, Electrical Power Products, Inc.

To review Bid No. 2223-12 in its entirety, click here.

FINANCIAL IMPACT

Funding for the purchase of this relay panel is included in the FY2024 budget. No budget modification is required.

REQUESTED ACTION

Re-Award/Reject Bid No. 2223-12 to Electrical Power Products, Inc., for Sampson substation relay panel replacements

ATTACHMENTS

AGENDA ITEM:
E.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	09/12/2023
SUBJECT:	Resolution No. 2157-2023 Amending the Operating Budget Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023

BACKGROUND

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

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

FUNDING	AMOUNT	DESCRIPTION
General Fund	$1,000,000	Additional funding for police vehicle replacement program reserve
General Fund	$400,000	Additional funding for parks maintenance & improvement program reserve
General Fund	$250,000	Additional funding for building security improvement program reserve
General Fund	$300,000	Additional funding for building renovation project reserve
General Fund	$1,000,000	Additional funding for ERP project reserve
General Fund	$100,000	Additional funding for police records management and computer-aided dispatch project reserve
General Fund	$250,000	Additional funding for streets division heavy equipment replacement program reserve
General Fund	$100,000	Additional funding for police radio system replacement program reserve
General Fund	$100,000	Additional funding for IT major equipment replacement reserve

AGENDA ITEM:
A.

FINANCIAL IMPACT
Monies are available to fund all requested expenditures.

REQUESTED ACTION
Adopt/Deny Resolution No. 2157-2023 amending the operating budget of the City of Jacksonville Beach for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023

ATTACHMENTS
1. Resolution No. 2157- 2023

AGENDA ITEM:
A.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2157-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FL AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2022 and ending September 30, 2023 be amended as follows:

General Fund – 001

General Fund Revenues:	item#		
Other grants - Ocean Rescue	a.	$5,000	001-00-0000-337-00-337000
Donations and contributions - Carver Center	b.	$450	001-00-0000-366-00-366010
Donations and contributions - Dog Park	c.	$2,500	001-00-0000-366-00-366020
Transfer in from JAG Grant Fund	d.	$45,773	001-00-0000-381-00-381186

a. To appropriate Surfing Evolution & Preservation Fund grant and corresponding purchase of ocean rescue training equipment and supplies. Approved by Council 4-3-2023.

b. To adjust the budget for Carver Center donations to offset the cost of purchasing supplies and snacks for the after school program.

c. To appropriate Josh Heinz Foundation grant and corresponding purchase of light feature for Paws Park fountain.

d. To appropriate 2023 JAG Grant#8C113 and corresponding active threat response tools purchase.

General Fund Expenditures:

Planning & Development

Personal services - Wages (P&D Admin.)	a.	$9,754	001-04-0401-515-12-512000
Personal services - Wages (Bldg. Insp.)	a.	$1,562	001-04-0402-524-12-512000
Personal services - Wages (Code Enforc.)	a.	$16,127	001-04-0406-524-12-512000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

Parks & Recreation

Personal services - Wages (Parks Admin.)	a.	$61,418	001-06-0601-572-12-512000
Personal services - Wages (Parks Maint.)	a.	$31,653	001-06-0603-572-12-512000
Personal services - Wages (Tennis)	a.	$28,184	001-06-0606-572-12-512000
Personal services - Wages (Special Events)	a.	$3,799	001-06-0611-574-12-512000
Operating - supplies	b,	$5,000	001-06-0602-575-52-552000
Capital - improvements	c.	$2,500	001-06-0605-572-63-563000
Operating - other	d.	$450	001-06-0609-572-52-552000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

b. To appropriate Surfing Evolution & Preservation Fund grant and corresponding purchase of ocean rescue training equipment and supplies. Approved by Council 4-3-2023.

c. To appropriate Josh Heinz Foundation grant and corresponding purchase of light feature for Paws Park fountain. Approved by Council 4-3-2023.

d. To adjust the budget for Carver Center donations to offset the cost of purchasing supplies and snacks for the after school program.

Public Works - Streets

Personal services - Wages	a.	$18,528	001-07-0701-541-12-512000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

Police

Personal services - Wages (Detectives)	a.	$223,845	001-09-0903-521-12-512000
Personal services - Wages (Patrol)	a.	$273,972	001-09-0904-521-12-512000
Personal services - Wages (Communications)	a.	$1,886	001-09-0905-521-12-512000
Personal services - Wages (Services)	a.	$12,892	001-09-0906-521-12-512000
Operating - supplies	b.	$45,773	001-09-0904-521-52-552000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

b. To appropriate 2023 JAG Grant#8C113 and corresponding active threat response tools

Non-departmental

Operating - other charges	a.	$0	001-00-0000-519-49-549000
Transfer to General Capital Projects Fund	a.	$1,000,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	b.	$400,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	c.	$250,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	d.	$300,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	e.	$1,000,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	f.	$100,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	g.	$250,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	h.	$100,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	i.	$100,000	001-00-0000-581-81-581315

a. To adjust the budget for net General Fund costs of budget adjustments.
a. To transfer funds from reserves to the general capital projects fund for the Police vehicle replacement program.
b. To transfer funds from reserves to the general capital projects fund for additional funding for city-wide parks maintenance and improvements.
c. To transfer funds from reserves to the general capital projects fund for additional funding for building physical security improvements.
d. To transfer funds from reserves to the general capital projects fund for partial funding of building renovations resulting from the space needs analysis.
e. To transfer funds from reserves to the general capital projects fund for additional funding for the ERP project reserve.
f. To transfer funds from reserves to the general capital projects fund for the replacement of the Police Records Management and Computer Aided Dispatch systems.
g. To transfer funds from reserves to the general capital projects fund for additional funding for the Streets heavy equipment replacement reserve.
h. To transfer funds from reserves to the general capital projects fund for additional funding for the Police radio system replacement reserve.
i. To transfer funds from reserves to the general capital projects fund for additional funding for IT computer & major equipment replacement reserve.

Downtown Redevelopment - 181

Expenses:

Personal services - Wages (CAPE)	a.	$29,215	181-09-0903-521-12-512000
Capital outlay - equipment	b.	$682,500	181-16-0903-521-64-564000
Operating - maintenance	b.	$101,536	181-16-0903-521-46-546013
Capital outlay - improvements	c.	$13,641,054	181-16-1601-538-63-563003
Capital outlay - improvements	d.	$32,751,958	memo entry

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.
b. To adjust budget for Avigilon camera system upgrade and ongoing maintenance agreement (Res. Nos. 2023-01, 2023-02). Approved by CRA 5-8-2023 and by Council 5-15-2023.
c. To adjust budget for Phase IIIC-Project 4 & 5 infrastructure improvements (Res. No. 2023-04). Approved by CRA 7-12-2023 and by Council 7-17-2023.
d. To commit funds for future Downtown Redevelopment projects to correspond with fund balance expected to be available at 9/30/2023. Major projects include projects 4&5 in the area along 1st St. S from 10th Ave S and 5th Ave S and 2nd St. S from 10th Ave S and 5th Ave S. renovations to dune walkovers and stormwater outfalls; and implementation of the Downtown Action Plan (Res. No. 2023-05).

Southend Redevelopment Fund - 182

Expenses:

Capital outlay - equipment	a.	$301,200	182-16-1602-515-64-564000
Operating - maintenance	a.	$20,057	182-16-1602-515-46-546013
Capital outlay - improvements	b.	$12,553,107	memo entry

a. To adjust budget for Avigilon camera system upgrade and ongoing maintenance agreement (Res. Nos. 2023-01, 2023-02). Approved by CRA 5-8-2023 and by Council 5-15-2023.

b. To commit funds for future Southend Redevelopment projects to correspond with fund balance expected to be available at 9/30/2023. Major projects include the Southend connectivity corridors, a passive park development, construction of the Ocean Terrace drainage improvements; remaining Phase #4 projects in the Ocean Terrace area; and Phase #5 South Basin stormwater outfall channel improvements (Res. No. 2023-06).

J.A.G. Grant - 186

Revenues:

Revenue - Grant revenue	a.	$45,773	186-00-0000-331-00-331001

Expenses:

Capital outlay - Vehicles	a.	$45,773	186-09-0904-581-81-581001

a. To appropriate 2023 JAG Grant#8C113 and corresponding active threat response tools purchase.

A.R.P.A. Grant - 190

Revenues:

Revenue - State grant	a.	$250,000	190-00-0000-331-00-331200

Expenses:

Capital outlay - PCP chlorine tank modification	a.	-$346,491	190-00-0000-536-63-563902
Capital outlay - PCP chlorine conversion	a.	$1,163,431	190-00-0000-536-63-563903
Capital outlay - WP chlorine conversion	a.	$704,412	190-00-0000-536-63-563904

a. To appropriate grant funding and adjust the budget for chlorine conversion and modification projects at the water plants and PCP. Approved by Council 6-20-2023.

General Capital Projects Fund - 315

Revenues:

Transfer from General Fund	a.	$1,000,000	315-00-0000-381-00-381001
Transfer from General Fund	b.	$400,000	315-00-0000-381-00-381001
Transfer from General Fund	c.	$250,000	315-00-0000-381-00-381001
Transfer from General Fund	d.	$300,000	315-00-0000-381-00-381001
Transfer from General Fund	e.	$1,000,000	315-00-0000-381-00-381001
Transfer from General Fund	f.	$100,000	315-00-0000-381-00-381001
Transfer from General Fund	g.	$250,000	315-00-0000-381-00-381001
Transfer from General Fund	h.	$100,000	315-00-0000-381-00-381001
Transfer from General Fund	i.	$100,000	315-00-0000-381-00-381001

a. To transfer funds from reserves to the general capital projects fund for the Police vehicle replacement program.
b. To transfer funds from reserves to the general capital projects fund for additional funding for city-wide parks maintenance and improvements.
c. To transfer funds from reserves to the general capital projects fund for additional funding for building physical security improvements.
d. To transfer funds from reserves to the general capital projects fund for partial funding of building renovations resulting from the space needs analysis.
e. To transfer funds from reserves to the general capital projects fund for additional funding for the ERP project reserve.
f. To transfer funds from reserves to the general capital projects fund for the replacement of the Police Records Management and Computer Aided Dispatch systems.
g. To transfer funds from reserves to the general capital projects fund for additional funding for the Streets heavy equipment replacement reserve.
h. To transfer funds from reserves to the general capital projects fund for additional funding for the Police radio system replacement reserve.
i. To transfer funds from reserves to the general capital projects fund for additional funding for IT computer & major equipment replacement reserve.

Expenses:

Capital outlay - equipment	a.	$77,912	315-00-0000-519-63-564000

a. To adjust the budget for the replacement of internet firewalls. Approved by Council 4-3-2023.

Electric Fund - 410

Revenues:

Revenue - insurance proceeds	a.	$124,732	410-00-0000-364-00-364003

a. To adjust budget for replacement of fire damaged 45 ft. bucket truck and appropriate offsetting insurance proceeds. Approved by Council 7-17-2023.

Expenses:

Personal services - Wages (BES Admin)	a.	$15,230	410-12-1202-531-12-512000
Personal services - Wages (Relay/Subs.)	a.	$16,995	410-12-1204-531-12-512000
Personal services - Wages (Const. & Maint.)	a.	$256,528	410-12-1205-531-12-512000
Personal services - Wages (SCADA)	a.	$237,589	410-12-1212-531-12-512000
Personal services - Wages (Reg. Compl.)	a.	$6,008	410-12-1239-531-12-512000
Capital outlay - vehicles	b.	$185,258	410-12-1205-531-64-564001
Capital outlay - vehicles	c.	$499,020	410-12-1205-531-64-564001

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

b. To adjust budget for replacement of fire damaged 45 ft. bucket truck and appropriate offsetting insurance proceeds. Approved by Council 7-17-2023.

c. To adjust budget for advance purchase of two vehicles. Approved by Council 8-21-2023.

Natural Gas Fund - 411

Revenues:

Connection fees - natural gas	a.	$241,977	411-00-0000-363-00-363204

Expenses:

Capital outlay - improvements	a.	$241,977	411-12-1202-532-63-563001

a. To adjust budget for natural gas line extensions. Expenses are offset by connection fee revenues.

Water & Sewer Fund - 420

Expenses:

Personal services - Wages (PW Admin)	a.	$8,389	420-07-0704-536-12-512000
Personal services - Wages (Water Plant)	a.	$135,670	420-07-0705-533-12-512000
Personal services - Wages (Dist. & Coll.)	a.	$32,746	420-07-0707-536-12-512000
Capital outlay - Improvements	b.	$399,674	420-07-0707-536-63-563000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

b. To adjust the budget for water main improvements Bid No. 2223-09. Approved by Council 9-18-2023.

Sanitation Fund - 430

Expenses:

Personal services - Wages	a.	$51,975	430-07-0713-534-12-512000-
Operating - sanitation contract services	b.	$1,619,058	430-07-0713-534-34-534100-

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

b. To adjust budget for new solid waste and recycling contract. Approved by Council 12-5-2022.

City Manager/Administration Fund - 501

Expenses:

Personal services - Wages	a.	$40,048	501-01-0103-591-12-512000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

Finance Fund - 511

Expenses:

Personal services - Wages (Customer Care)	a.	$65,899	511-02-0203-591-12-512000
Personal services - Wages (Storeroom)	a.	$7,665	511-02-0206-591-12-512000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

Human Resources Fund - 513

Expenses:

Personal services - Wages	a.	$21,303	514-13-1301-591-12-512000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

Fleet Maintenance Fund - 521

Revenues:

Charges for services - City Garage	a.	$23,923	521-00-0000-399-00-399007

Expenses:

Operating - Contract services	a.	$23,923	521-03-0310-591-34-534020

a. To adjust budget for additional fleet maintenance services due to unexpected vehicle repairs and maintenance throughout the year. Costs offset by revenues generated from departments for use of garage.

Meter Service Fund - 541

Expenses:

Personal services - Wages	a.	$11,895	541-12-1271-591-12-512000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

Insurance Fund - 551

Expenses:

Operating - contract services	a.	$51,333	551-13-1303-591-34-534000

a. To adjust the budget for ID Watchdog credit monitoring services. Approved by Council 6-20-2023.

Pension Funds - 611, 612, 613

Expenses:

Personal services - wages	a.	$2,414	611-15-1501-513-12-512000
Personal services - wages	a.	$854	612-15-1502-513-12-512000
Personal services - wages	a.	$564	613-15-1503-513-12-512000

a. To adjust budget for pay plan amendments and union contract ratifications. Approved by Council 11-7-2022.

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

SECTION 3. The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2022 and ending September 30, 2023, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

SECTION 4. The City Council authorizes the City Manager to use funds from any relevant account to pay for items such as staffing, contract services, rental equipment, communications equipment, emergency repairs, and supplies in response to a named storm or declaration of a state of emergency issued by the Mayor for a severe weather event or other emergency of similar magnitude.

SECTION 5. The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2022 and ending September 30, 2023, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

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

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

SECTION 8. This Resolution shall become effective immediately upon its 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

CITY COUNCIL AGENDA ITEM	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	10/03/2023
SUBJECT:	Resolution 2159-2023 Supporting the Conceptual Design of Improvements to the Penman Road Corridor

BACKGROUND

According to an Interlocal Agreement from 1968, Penman Road is owned, maintained, and operated by the City of Jacksonville. As such, in April 2019, the City of Jacksonville Beach, in conjunction with the Cities of Neptune Beach and Atlantic Beach, requested improvements to the Penman Road corridor from the City of Jacksonville. The improvements requested and adopted by Resolution No. 2031-2019 include:

- Pedestrian and Bicyclist Safety
- Vehicle Turning Movement and Vehicle/Pedestrian Conflict Points
- Drainage
- Aesthetics

Subsequent to the formal request, the City of Jacksonville has allocated funds in their Capital Improvements Plan to execute the renovation and has employed transportation and traffic engineering firm, Peters and Yaffee, to create the construction design for that corridor.

The City of Jacksonville, in partnership with Peters and Yaffee, hosted a public workshop in Jacksonville Beach on August 16, 2023, to discuss proposed design features with residents and business owners. The City of Jacksonville has requested a resolution from the City of Jacksonville Beach supporting preferred design elements on Penman Road for the roadway segment located within it's jurisdictional boundaries.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Resolution 2159-2023 supporting the conceptual design of improvements to the Penman Road corridor proposed by the City of Jacksonville

ATTACHMENTS

1. Penman Resolution Transmittal to COJ April 12, 2019 w attachments
2. Resolution 2159-2023 Penman Road Concept Support

AGENDA ITEM:
B.

JACKSONVILLE BEACH

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268
Fax: 904.247.6276

www.jacksonvillebeach.org

April 12, 2019

Sam E. Mousa
Chief Administrative Officer
Office of Mayor Lenny Curry
City Hall at St. James, Suite 400
117 W. Duval Street
Jacksonville, Florida 32202

Mr. Mousa,

On behalf of the Cities of Atlantic Beach, Neptune Beach, and Jacksonville Beach, I am transmitting resolutions adopted by each in support of safety and aesthetic improvements to Penman Road. Penman Road is a City of Jacksonville road, extending from Atlantic Boulevard (State Road 10) to the north, to Beach Boulevard (State Road 212) to the south. While all three communities believe that the roadway should not have additional travel lanes added to the three already in existence, they do desire to incorporate “complete street” concepts for multi-modal transportation, and address safety improvements for pedestrians and bicyclists, turning movements at vehicle/pedestrian conflict points, drainage and aesthetics.

Should you have questions, please feel free to contact any of the City Managers for the aforementioned Cities.

Sincerely,

Michael J. Staffopoulos
City Manager
City of Jacksonville Beach

C:

City of Jacksonville Mayor and City Council
City of Atlantic Beach Mayor and Commission
Joe Gerrity, City Manager, City of Atlantic Beach
City of Neptune Beach Mayor and Council
Andy Hyatt, City Manager, City of Neptune Beach
City of Jacksonville Beach Mayor and Council

RESOLUTION NO. 19-20

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REQUESTING IMPROVEMENTS TO PENMAN ROAD TO ADDRESS PEDESTRIAN AND BICYCLIST SAFETY, VEHICLE TURNING MOVEMENTS AT VEHICLE/PEDESTRIAN CONFLICT POINTS, DRAINAGE AND AESTHETICS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Penman Road is classified as a "major collector road", owned and maintained by the City of Jacksonville, extending from Atlantic Boulevard (State Road 10) to the north to Beach Boulevard (State Road 212) to the south; and

WHEREAS, Penman Road consists of three lanes of travel (north, south, and center turning) between the cities of Atlantic Beach, Neptune Beach and Jacksonville Beach, providing adequate vehicular capacity in both directions to all three communities; and

WHEREAS, Penman Road provides relief to traffic on State Road A1A by providing a means for north-south travel within and among the beach communities away from the state highway system; and

WHEREAS, Penman Road is used as a school walking route by students within a two-mile radius of San Pablo Elementary School, Duncan U. Fletcher Middle School, and Duncan U. Fletcher High School; and

WHEREAS, Penman Road lacks sufficient crossings for pedestrians to traverse safely from the east or west side of the road to the other, and

WHEREAS, Penman Road lacks sufficient bicycling lanes for the safe sharing of the road by both automobiles and bicycles; and

WHEREAS, Penman Road contains open drainage swales on both sides of the roadway, contributing to difficulties for pedestrians and bicyclists; and

WHEREAS, the City of Jacksonville Beach procured the services of Glatting-Jackson in 2007 to develop a concept rendering of improvements to Penman Road to improve pedestrian and bicyclists, roadway drainage systems, and the general aesthetics of the roadway corridor; and

WHEREAS, on September 4, 2018, the City of Neptune Beach adopted via Resolution 2018-07 a Complete Streets policy to prioritize safe, convenient, and accessible transportation for all users; and

WHEREAS, the Jacksonville Metropolitan Statistical Area remains one of the country's most dangerous areas for pedestrians, ranking No. 6 nationally on a "pedestrian danger index" according to the 2019 Dangerous By Design report published by Smart Growth America

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City requests that the City of Jacksonville employ "complete streets" concepts for improvements to Penman Road, and that the project address safety improvements for pedestrians and bicyclists; turning movements at vehicle/pedestrian conflict points; drainage; and aesthetics.

Section 2. The City requests that there be no additional vehicle travel lanes added to Penman Road, only safety improvements and a multi-purpose path.

Section 3. The City further requests that the three Beaches communities be included in the decision-making process for any improvements proposed to Penman Road.

Section 4. The City requests that the City of Jacksonville begin planning and designing for improvements to Penman Road in fiscal year 2020.

Section 5. The City requests that the City of Jacksonville place funds for construction of improvements to Penman Road into its five-year Capital Improvement Plan document no later than fiscal year 2022.

Section 6. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 25th day of March, 2019.

Ellen Glasser, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Brenna M. Durden, City Attorney

RESOLUTION NO. 2019-04

A RESOLUTION OF THE CITY OF NEPTUNE BEACH REQUESTING IMPROVEMENTS TO PENMAN ROAD TO ADDRESS PEDESTRIAN AND BICYCLIST SAFETY, VEHICLE TURNING MOVEMENTS AT VEHICLE/PEDESTRIAN CONFLICT POINTS, DRAINAGE AND AESTHETICS.

WHEREAS, Penman Road is classified as a "major collector road," owned and maintained by the City of Jacksonville, running from Atlantic Boulevard (State Road 10) to the north to Beach Boulevard (State Road 212) to the south, and

WHEREAS, Penman Road consists of three lanes of travel (north, south, and center turning) between the cities of Atlantic Beach, Jacksonville Beach and Neptune Beach, providing adequate vehicular capacity in both directions to all three communities, and not adding additional vehicular lanes of travel, and

WHEREAS, Penman Road provides relief to traffic on State Road A1A by providing a means for north/south travel within and among the beach communities away from the State highway system, and

WHEREAS, Penman Road is used as a school walking route by students within a two-mile radius of San Pablo Elementary School, Duncan U. Fletcher Middle School, and Duncan U. Fletcher High School, and

WHEREAS, Penman Road lacks sufficient crossings for pedestrians to traverse safely from the east or west side of the road to the other, and

WHEREAS, Penman Road lacks sufficient bicycling lanes for the safe sharing of the road by both automobiles and bicycles, and

WHEREAS, Penman Road contains open drainage swales on both sides of the roadway, contributing to difficulties for both pedestrians and bicyclists, and

WHEREAS, the City of Jacksonville Beach procured the services of Glatting-Jackson in 2007 to develop a concept rendering of improvements to Penman Road to improve pedestrian and bicyclist safety, roadway drainage systems, and the general aesthetics of the roadway corridor, and

WHEREAS, on the 4th day of September, 2018, the City of Neptune Beach adopted via Resolution 2018-07 a Complete Streets Policy to prioritize safe, convenient, and accessible transportation for all users, and

WHEREAS, the Jacksonville Metropolitan Statistical Area (MSA) remains one of the country's most dangerous areas for pedestrians, ranking No. 6 nationally on a "pedestrian danger index" according to the 2019 Dangerous By Design report published by Smart Growth America

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

SECTION 1. The City requests that the City of Jacksonville employ "complete streets" concepts for improvements to Penman Road, and that the project address safety improvements for pedestrians and bicyclists; turning movements at vehicle/pedestrian conflict points; drainage; and aesthetics.

SECTION 2. The City requests that the City of Jacksonville begin planning and designing for improvements to Penman Road in Fiscal Year 2020, and including the involvement of all three beach communities.

SECTION 3. The City requests that the City of Jacksonville place funds for construction of improvements to Penman Road into its 5-year Capital Improvement Plan document no later than Fiscal Year 2022.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 1st day of April, 2019.

Elaine Brown

Elaine Brown, Mayor

ATTEST:

Catherine Ponson

Catherine Ponson, City Clerk

CITY OF NEPTUNE BEACH * 1931 * FLORIDA *

Introduced by: Council Member Hoffman

Adopted: March 18, 2019

RESOLUTION NO. 2031-2019

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH REQUESTING IMPROVEMENTS TO PENMAN ROAD TO ADDRESS PEDESTRIAN AND BICYCLIST SAFETY, VEHICLE TURNING MOVEMENTS AT VEHICLE/PEDESTRIAN CONFLICT POINTS, DRAINAGE AND AESTHETICS.

WHEREAS, Penman Road is classified as a "major collector road," owned and maintained by the City of Jacksonville, running from Atlantic Boulevard (State Road 10) to the north to Beach Boulevard (State Road 212) to the south, and

WHEREAS, Penman Road consists of three lanes of travel (north, south, and center turning) between the cities of Atlantic Beach, Jacksonville Beach and Neptune Beach, providing adequate vehicular capacity in both directions to all three communities, and not adding additional vehicular lanes of travel, and

WHEREAS, Penman Road provides relief to traffic on State Road A1A by providing a means for north/south travel within and among the beach communities away from the State highway system, and

WHEREAS, Penman Road is used as a school walking route by students within a two-mile radius of San Pablo Elementary School, Duncan U. Fletcher Middle School, and Duncan U. Fletcher High School, and

WHEREAS, Penman Road lacks sufficient crossings for pedestrians to traverse safely from the east or west side of the road to the other, and

WHEREAS, Penman Road lacks sufficient bicycling lanes for the safe sharing of the road by both automobiles and bicycles, and

WHEREAS, Penman Road contains open drainage swales on both sides of the roadway, contributing to difficulties for both pedestrians and bicyclists, and

WHEREAS, the City of Jacksonville Beach procured the services of Glatting-Jackson in 2007 to develop a concept rendering of improvements to Penman Road to improve pedestrian and bicyclist safety, roadway drainage systems, and the general aesthetics of the roadway corridor, and

WHEREAS, on the 4th day of September, 2018, the City of Neptune Beach adopted via Resolution 2018-07 a Complete Streets Policy to prioritize safe, convenient, and accessible transportation for all users, and

WHEREAS, the Jacksonville Metropolitan Statistical Area (MSA) remains one of the country's most dangerous areas for pedestrians, ranking No. 6 nationally on a "pedestrian danger index" according to the 2019 Dangerous By Design report published by Smart Growth America

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

SECTION 1. The City requests that the City of Jacksonville employ "complete streets" concepts for improvements to Penman Road, and that the project address safety improvements for pedestrians and bicyclists; turning movements at vehicle/pedestrian conflict points; drainage; and aesthetics.

SECTION 2. The City requests that the City of Jacksonville begin planning and designing for improvements to Penman Road in Fiscal Year 2020, and including the involvement of all three beach communities.

SECTION 3. The City requests that the City of Jacksonville place funds for construction of improvements to Penman Road into its 5-year Capital Improvement Plan document no later than Fiscal Year 2022.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this 18th day of March, 2019.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2159-2023

A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUPPORTING THE CITY OF JACKSONVILLE'S PROPOSED CONCEPTUAL DESIGN FOR IMPROVEMENTS TO THE PENMAN ROAD CORRIDOR; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Penman Road travels through the communities of the City of Jacksonville Beach and the City of Neptune Beach from Beach Boulevard to Atlantic Boulevard; and

WHEREAS, Penman Road is owned, maintained, and operated by the City of Jacksonville in accordance with an Interlocal Agreement executed in 1968; and

WHEREAS, as such, improvements to Penman Road are the responsibility of the City of Jacksonville; and

WHEREAS, the City of Jacksonville Beach requested improvements to the corridor through correspondence to the City of Jacksonville on April 12, 2019; and

WHEREAS, requested improvements included complete streets concepts and improvements for pedestrian safety both along the corridor and crossing it; and

WHEREAS, City of Jacksonville employed Peters and Yafee to develop a conceptual design for the Penman Road corridor; and

WHEREAS, conceptual design focused on installation of medians in strategic locations for traffic calming and aesthetic purposes, roundabouts to improve traffic flow for vehicles on Penman Road, and pedestrian improvements both along the Penman Road corridor and crossing the corridor; and

WHEREAS, a public workshop with the City of Neptune Beach was held on June 8, 2023; and

WHEREAS, a public workshop with the City of Jacksonville Beach was held on August 16, 2023; and

WHEREAS, the City of Jacksonville now seeks direction from the City of Jacksonville Beach on design concepts in order to start design of the selected improvements.

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

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Support of the Conceptual Design for Penman Road Proposed by the City of Jacksonville. The City Council hereby supports the conceptual design for Penman Road including: medians in strategic locations for traffic calming and aesthetic purposes; roundabouts to improve traffic flow for vehicles on Penman Road; the elimination of roadside swales where practical; and pedestrian improvements both along the Penman Road corridor and crossing the corridor.

SECTION 3. Support for Continued Public Input During Design. The City Council also supports continued public input through community workshops held at major milestones of project design, at 30%, 60%, and 90% of concept design completion. The public comments from the community workshop held on August 16, 2023 are attached hereto as Attachment A.

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this _____ day of _____, 2023.

_____
Christine Hoffman, MAYOR

_____
Sheri Gosselin, CITY CLERK

Approved as to form and legal sufficiency:

_____
Sandra R. Robinson, City Attorney

peters yaffee
TRANSPORTATION & TRAFFIC ENGINEERING

Comments & Responses

From: Dow Peters, PE

Date: 9/29/2023

Re: Penman Road Public Community Meeting - Comments & Responses

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Comments from August 16, 2023 Community Meeting hosted at Jacksonville Beach City Hall Building.

Name Email Phone Number	Comment	Response
Laura Dill	I like the overall plan. I would be interested in having more [information] about the expected duration of the construction and how it will coordinate between the three beach communities and COJ.	Currently, the project is being coordinated with Neptune Beach, Atlantic Beach and the City of Jacksonville Beach and the City of Jacksonville (COJ). Also, the tentative schedule for the project is for the design phase to begin in January 2024. We anticipate construction duration to take approximately two years.
Sharon Serkin	Citizens don't know how to use a traffic circle. Many don't like to "take turns." Pedestrians will be in danger. Just fix the lights!!!	Once constructed, residents will become more familiar with the operational movement of the roundabout. The roundabout operation also provides safer pedestrian movement by reducing the conflict points with vehicles. For additional safety, signage and flashing beacons will be installed at each roundabout crosswalk. Earlier this year (2023), we coordinated with the City of Jacksonville Beach and the City of Jacksonville to optimize the signal at Penman and Florida Blvd. This effort reduced red-light time, however, due to the number of streets coming into the intersection, signal-timing efficiency is maximized. A roundabout is recommended and will provide an improved capacity at the intersection with less delay versus waiting at stop signs and traffic signals. In addition, roundabouts increase capacity by 30-50% and provide fewer crashes (90% fewer fatalities and 75% fewer injuries).
Ethan Thurber	Request a pedestrian mid-block crossing in the vicinity of Lemon Street to access shopping.	This is a good idea. We will be proposing an additional pedestrian crossing in the vicinity of Lemon Street for east-west

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		access across Penman Road to better access the commercial areas.
Julie Ann Cumming	No Medians.	The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification.

Miranda Powell	This project would have been a great addition had it been implemented in 2020/2021. However, with the significant increase in the population of Jax Beach (including tourism) the build out of the design will significantly impact Penman via the closing off of roads for construction, thus traffic flow will flood other back roads and/or Third Street. Infrastructure build-out is a high need priority…this essentially won't make the roads bigger nor more efficient in an economic/volume of motor vehicles sense. Thanks.	Plans will be provided during the design phase to address the safe and efficient movement of vehicles, pedestrians, and bicyclists to minimize impacts to residents and businesses along Penman Road and the side streets. In addition, this project will address the temporary drainage needs during construction as well as provide improvements for the current/existing drainage problems along Penman Road. These efforts will eliminate flooding issues along Penman Road. This project is not a "Capacity" project, this a "Complete Streets" project. This project will address pavement rehabilitation, drainage issues, safety improvements (bikes and pedestrians) and roadway lighting.
K.C. Braun	I was told that I could get a copy of the traffic study. I am concerned about the maximum traffic on one lane circle [roundabout] especially at Florida Blvd. compared to the expected traffic on Penman per hour at projected speed limit. I would also like to see the expected impact on side roads based on the limited intersections where a left turn cannot be made.	The traffic study is available if requested. A roundabout intersection at each of the proposed locations, will provide an improved capacity (30-50% increase), less delay versus waiting at stop signs and traffic signals The level of service for each side street along Penman Road was analyzed in the Penman Road Traffic Study. This analysis included recently taken traffic counts at each side street in order to make the an appropriate recommendation at each side street. The recommendations considered all of the following: Level of Service, Safety and Operational Improvements.
Sam Shiver	• Opposed to closing the median/removing left-hand turn lane on Penman in Neptune Beach. • Opposed to preventing residents from turning left out of neighborhoods. • Blocking the median restricts the ability of rescue vehicles, which	The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and

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	currently use the center left turn lane to go around traffic. • Also, delivery and trash pickup vehicles block travel lanes causing back-ups since vehicles will not be able to go around them.	allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches. This will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. Delivery and Trash vehicles will be able to use the stabilized shoulders, residential driveways and new space created by eliminating the ditches.
Claudette Faulkenbury	• Possible widening of Penman • Also, use of automatic lights like further down on Penman Road where pedestrians can activate lights and stop traffic. • We do not need medians with palm trees. Lovely, but not feasible. We need more lanes. Thank You!	This project is not a "Capacity" type of Project. It is a "Complete Streets" project. This project will rehabilitate the existing pavement but will not add additional travel lanes. All proposed Mid-Block Crossings and Crossings at the Roundabout will have additional signage, Rectangular Rapid Flashing Bacons (RRFBs), staggered pedestrian refuge islands and lighting for added safety measures for pedestrians crossing Penman Road. The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification.

Cathy Shiver	• Opposed to current design! Design does not give priority to safety for residents living on/off Penman Road. The ability to turn right and left is necessary for emergency vehicles and delivery. • This design may push [more] traffic flow through neighborhoods [because drivers will want] to avoid Penman. Again – [causing] safety issues.	This is a Complete Streets project, which considers safety improvements for all modes of traffic, which include pedestrians, bicyclists, and motor vehicles. Several of the safety improvements that are being proposed, include: • Continuous ADA sidewalk • Shared-use path • Several mid-block crossings with Rectangular Rapid Flashing Bacons (RRFBs), • Staggered pedestrian refuge islands • Raised medians • Roundabouts • Roadway lighting for crosswalks • Stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. Finally, the intent of the project is to lower the posted speed limit therefore providing a safer condition for all users. In addition, roundabouts increase capacity by 30-50%

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		and provide fewer crashes (90% fewer fatalities and 75% fewer injuries). This increase in capacity will detour drivers to push on to the side streets and neighborhoods.
Julie Anderson	I am a daily bike rider/commuter biker. I am extremely concerned about safety issues for bikers and pedestrians in the roundabouts. Traffic currently does not respect the lights or safety. When the traffic does not stop in a roundabout, how are the pedestrians and bikers going to be able to navigate crossing?	The existing design proposes a shared-use path for bicyclists. The shared-use path south of Florida Blvd. will be on the west side of Penman Road. Also, on the east side of Penman Road, south of Florida Blvd. there will be a 6-foot sidewalk. This will give bicyclists and pedestrians the ability to use both sides of Penman Road and allow them to access several mid-block crossings to move east and west. On Penman Road north of Florida Blvd. there will be a shared-use path on both sides of Penman Road (east and west). In addition, all proposed Mid-Block Crossings and Crossings at the Roundabout will have additional signage, Rectangular Rapid Flashing Bacons (RRFBs), staggered pedestrian refuge islands and lighting for added safety measures for pedestrians and bicyclist crossing Penman Road.
Jr. & Kathleen Whitcomb	Total waste of time and resources. Need a Q & A, one-on-one meeting.	Your comments will be shared with the City of Jacksonville.
Rex Williams	Concerned about all single-entry neighborhoods not having north and south access through median. Example: Twelve Oaks Lane Swales for drainage are more maintenance than drainage piping.	Driveway access for Twelve Oaks Lane will be re-evaluated for northbound right-in movement. The intent of this project will be to pipe all of the existing ditches.

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Corrine Bylund	Concerned… • About Arden/Seagate – new students, drivers, pedestrians, and bikers – how will they cross safely without a signal? • That roundabouts going in where there were no signals are an unnecessary disruption to flow of traffic at 4th Ave N, 8th Ave N, 15th Ave N, and Oceanwood Drive. • Continuous medians are a safety hazard, as they will obstruct fire and rescue from navigating around other traffic as there are not continuous shoulders that are safe to pull over.	At both Arden and Seagate, there will be a proposed ADA-compliant crosswalk at both locations. These cross walks will have signage, signals and Rectangular Rapid Flashing Bacons (RRFBs). By law, vehicles must yield to pedestrians at the roundabout. In addition, safety performance is much higher at a roundabout versus a signalized intersection. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. Also, medians are a mitigating element designed to lower the speed of traffic, improving safety for all users.

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Vera Leyhausen	• We live on Driftwood Road. The intersection of Penman and Oceanwood Drive North is unsafe. Driving southbound on Penman Road from Atlantic Blvd. and trying to make a left turn onto Oceanwood Drive North is a struggle. • Drivers going northbound change into the middle lane early to turn left into the Winn Dixie parking lot. I have had several occasions where I was almost hit frontal. We really need a median there as well! • A pedestrian crossing to get safely to Winn Dixie could be amazing! Thank you!	Median improvements are proposed for the vicinity of this intersection and will provide some restrictions to those who are using the left turn lane early. However, due to the commercial vehicles (semi-trucks) in the area that require large turn lane access, medians will not be able to be placed all the way down Penman Road to Atlantic Blvd. However, we will re-evaluate this intersection to see if additional measures can be taken to provide a safer intersection. This is a good idea. We will propose an additional pedestrian crossing in the vicinity of Lemon Street and Oceanwood Drive for east-west access across Penman Road.
Bama Isreal	In specifics to 8th Ave. North and any other side road with sidewalks, why aren't existing sidewalks safe? To use from Penman to Third Street? Target streets that don't already have safe passageways via sidewalks.	During the design phase we will be evaluating all the existing sidewalk features within the project limits along Penman Road. If these sidewalks meet ADA-compliancy and fit within the general design of the project, these sidewalks will be incorporated into the new design and will not be replaced.
Aaron & Michelle Davis	We would like to see a blinking stop light option at the pedestrian cross walk at Seagate and Penman because of the three schools located in this area.	At both Arden and Seagate, there will be a proposed ADA-compliant crosswalk at both locations. These cross walks will have signage, signals and Rectangular Rapid Flashing Bacons (RRFBs). By law, vehicles must yield to pedestrians at the roundabout. In addition, safety performance is much higher at a roundabout versus a signalized intersection.
Cate Thompson	Traffic circles are GOOD, we need to support the complete streets vision for the safety of our children and to make Jax Beach even more beautiful and pedestrian safe!	Thank you for your support of the project.
Alexa Jenkins	Not sure that this makes traffic easier during peak school hours. People will have to go out of their way to access school (Montessori Tides) on Penman or businesses like Cinottis. Was this analyzed during school hours?	Level of service for this configuration reduces delays, improves access, provides enhanced safety for all users, pedestrians and motor vehicles alike. Traffic count data was taken and accounted for school volumes. We are also working to provide improvement to the Cinottis driveway to provide safer access.

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Tim Richards	Why have the trail path on the west side of Penman when the Jax Beach trail system is on the east side?	Coordination with the Jax Beach Urban Trail Master Plan is still underway and we will work with the Plan's designer to determine the location of the Share Use Path.
Michelle Tipton	• This will cause too much traffic into neighborhoods east/west of Penman. Bigger safety issue – kids getting hit. No room for emergency vehicles, UPS, traffic, construction – heavy on road all day. • Just replace old existing lights. • No medians! • Get rid of drainage ditches. • Too many roundabouts.	The Roundabout option for this project reduces delays, improves access to vehicular movements and provides enhanced safety for all users, pedestrians and motor vehicles when compared to the existing stop signs and traffic signal intersection. In addition, roundabouts increase capacity by 30-50% and provide fewer crashes (90% fewer fatalities and 75% fewer injuries). The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. The intent of this project will be to pipe all of the existing ditches.
Elizabeth Wright	Please move the pedestrian crossing to 9th Avenue North. Families are trying to walk across that intersection to get to the beach (east) or Tall Pines Park (west). I see that the design has one between 9th and 11th Avenue, but I firmly believe after talking with multiple families (600 people petition!) that 9th Avenue is the most logical crossing. Thank you.	We will review the pedestrian counts that were collected, and the activity at 9th Avenue and if the data supports this change, we have no exception to moving or adding an additional crossing.
Debbie Harris	I live on Penman (1133 Penman Road) and 11th Avenue North. This will stop me from getting in and out of my driveway.	All existing permitted residential driveways on Penman Road (including 1133 Penman Road) will remain with this future design and project.

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Kymberly Traylor	• I WOULD LIKE TO BE CONTACTED. • Why aren't you worried about fixing our traffic problems on Penman Road? i.e., stop adding to the problem. • What are you doing to address drainage issues on Penman Road? • Why are you not addressing neighborhood infrastructure issues in beaches neighborhoods? I have been in my house for 21 years and we have never had our streets paved. • This is a poor use of taxpayer money! Does this have anything to do with 15 minutes cities?	Comments and responses will be provided. This project includes drainage improvements, and our team will be working with the city of Jacksonville Beach Public Works to ensure we address all drainage issues. This project does include infrastructure improvements, such as drainage, sidewalk, and pavement improvements which include paving Penman Road from Beach Blvd to Atlantic Blvd. The project limits for this project will only be along Penman Road from Beach Boulevard to Atlantic Boulevard. Within these, the existing pavement will be resurfaced. The "Complete Streets" design philosophy has nothing to do with "15 Minute City Concept." The Complete Streets policy is in short about safety. It's an approach to planning, designing, building, operating, and maintaining streets that enables safe access for all people who need to use them. This includes pedestrians, bicyclists, motorists and transit riders of all ages and abilities.
Leona Sheddan	Thank you for the work you have done on these projects. I am strongly in favor of both roundabouts to increase safety for all modes of transportation including pedestrians. Some neighbors have some short-term concerns regarding accessibility of emergency vehicles during construction. It would be greatly appreciated if you could advise what the plan for their access would be. Thank you for your assistance.	Thank you for your support of the project. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass.
Martin Kennelly	Just viewed the proposed Penman Road improvement plan. I think it's a really good plan and hope the project goes forward. I have lived in this neighborhood since 1988.	Thank you for your support of the project.
Jeff & Sheri Nordman	**Access Management Issues:** • Our clients/staff driving north have to pass our business (.30 miles) to reach the first available roundabout (Seagate), driving out of their way .60 miles. Create dedicated left-turn	We will continue to analyze the "Business Areas" along Penman Road to accommodate access for all existing and proposed businesses.

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	lanes into businesses and remove the medians in the business corridor. • Eliminate the left turn off of 18th Ave. N. - create a right turn only. • Address the Penman Road/ Atlantic Blvd Intersection issue. • Prohibit left turns from 2nd Ave N. and left turns out of the car wash. **Level of Service:** Our clients and staff will have to compete with potentially heavy traffic from the 3 local schools in the area which has high motor-vehicle volume during drop off and pick-up times. **Landscape Median/Access Management:** • The middle left-turn lane in front of our business is an issue when it comes to the daycare and the traffic that comes off of 18th Ave. N. (heading south). If there are more than two (2) cars heading southbound and turning left into the day care, it does not allow northbound traffic any space to decelerate and get into that center lane. This is definitely an area of concern. Same happens in the afternoon when parents are leaving the daycare southbound on Penman. • Southbound traffic going to Circle K also use the center lane from 18th Ave N. heading south as a 35mph direct lane causing additional issues. **Shared-Use path:** Changing the current 12-foot path to 18 feet seems excessive. Not sure how you gain all this sidewalk without removing it. **Roundabout:** Focus on the Florida Blvd 5-way roundabout and allow people to become familiar with roundabouts and how they operate. This will also give light to better traffic studies as to how additional roundabouts may help or hinder traffic and flow for	Traffic analysis was completed that supported the need for a left-turn at 18th Avenue. During the design phase, we will continue to review all movements to make sure that they are adequately addressed. Roadway improvements are being added for the intersection of Penman Road at Atlantic Blvd which include: Right turn lane at Atlantic Blvd, Traffic separator at the intersection, Driveway improvements at the gas station to better delineate the driveway, widening for right turn at Lemon Street. The use of Roundabouts will increase capacity by 30-50% and provide fewer crashes (90% fewer fatalities and 75% fewer injuries). This increase in capacity will assist with the heavy volumes during school peak times. We will continue to analyze the “Business Areas” along Penman Road to accommodate access for all existing and proposed businesses. Also, the folks who will access the business from southbound to northbound will be able to use the roundabout at 15th to make a right turn directly into the daycare business. Agreed, and the future roundabout will eliminate this conflict at the center turn lane. Vehicles who will access the business from southbound to northbound will be able to use the roundabout at 15th to make a right turn directly into the business locations. The current design is proposed at 12’ and not at 18’. We are also coordinating with the designer for the Jax Beach Urban Trail Master Plan to determine the best placement for the Share Use Path. The Roundabout option for this project reduces delays, improves access to vehicular movements and provides enhanced safety for all users, pedestrians and motor vehicles when compared to the existing conditions. This design also will accommodate the larger delivery trucks and larger Semi-Trailer Trucks.

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	emergency vehicles, delivery trucks, and waste management. **Drainage:** Remove the ditches alongside of Penman. **Landscaping:** • Begin some beautification projects.	The intent of this project will be to pipe all of the existing ditches. Also, our team will be working with the City of Jacksonville Beach Public Works to ensure we address all drainage issues along Penman Road.
Ginny Thurson	• I am not opposed to roundabouts, but 8 roundabouts within 2.5 miles seems absurd. I am against any roundabout at the 5-way unless traffic stops in all directions for pedestrians and bicyclists. School crossing guards cannot man all the crosswalks being created. FDOT has changed the timing on the current signals, they are doing it so people will complain and build an expensive roundabout. Neptune Beach has plans from Dover Kohl that would be better than the roundabout. • I am against taking out the middle turn lane and putting in a median and making everyone take a right to enter Penman. Just to do a turnaround at the next roundabout if all they needed to do was take a left onto Penman. All that does is create more traffic. I take a left onto Penman all the time and it's just as hard to take a right as it is to take a left onto Penman. Emergency vehicles, school buses, lawncare businesses, mail trucks, delivery trucks, garbage trucks all make frequent stops (except Emergency vehicles needing to get to where they are going in a timely manner). Do students get on/off the bus need to cross Penman? With a median, they may not be able to safely cross and cars going in the opposite direction will not be required to stop for the bus. The 6' shoulder will only encourage use by golf carts and electric bikes, which obviously is not safe, or people will use it as a passing lane - again, not safe. I don't see where you will have enough room to have a 12' median (I have not met anyone that wants, or asked for, the median), 2 -12' lanes, 2 - 6' shoulders, drainage	Each intersection along Penman Road was analyzed based on traffic counts, safety improvement and level of service. The results suggested that each of these locations would benefit from a roundabout design. The Operation and Maintenance of a Roundabout would be less compared to a signalized interception. The equipment, maintenance and electricity would all be eliminated with constructing a roundabout. We recently coordinated with the City of Jacksonville Traffic Engineering to adjust the timing to maximize the “green time” and reduce “red time”. It is currently working as efficiently as possible and no additional delay was added to the signal. The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. The intent of this project will be to pipe all of the existing ditches. The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification.

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	ditch and 6-12' sidewalks on both sides, without encroaching into residents' yards and into business's parking. • (She would prefer to) have a single presentation and take questions/concerns from the audience instead of the method you have been using.	Additional Mid-Block Crossing will be provided to ensure that pedestrian can cross Penman Road at the desired locations. In addition, during the design phase our team will be coordinating with the schools to determine where the school bus stops will be located. This will allow us to locate the future mid-block crossings. Comments will be forwarded for future considerations on the meeting format.

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